

Pre-Qualification Questionnaire

GENERAL OSTEOPATHIC COUNCIL (GOsC) EDUCATION QUALITY ASSURANCE CONTRACT PRE-QUALIFICATION QUESTIONNAIRE

OJEU reference number: 217838

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General Osteopathic Council (GOsC) – Education Quality Assurance Contract

Pre-qualification questionnaire (PQQ) Ref: GOsC002

OJEU reference number: 217838

This document should be completed and returned in accordance with the **Pre-qualification questionnaire** *information and instructions to potential provider/potential providers*.

Questionnaires to be submitted by: 12 noon on 2 December 2019

To: Chief Executive
General Osteopathic Council
176 Tower Bridge Road
London SE1 3LU

Email: tenders@osteopathy.org.uk

Introduction

No information contained in this Pre-Qualification Questionnaire (PQQ) or in any communication made between The General Osteopathic Council (GOsC) and any potential provider in connection with this PQQ shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ. The GOsC reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GOsC incur any liability in respect of this PQQ or any supporting documentation.

Direct or indirect canvassing of any employee or agent of the GOsC by any potential provider concerning this requirement, or any attempt to procure information from any employee or agent concerning this PQQ may result in the disqualification of the potential provider from consideration for this requirement.

The information will be of specific interest to a range of potential providers that wish to deliver the requirement outlined in GOsC002.

1. Purpose of this pre-qualification questionnaire (PQQ)

This PQQ sets out the information which is required by the GOsC in order to assess the suitability of potential providers in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing to meet the requirement. During the PQQ stage, the intention is to arrive at a shortlist of a minimum of 5 providers (subject to having a sufficient number of responses) for formal Invitation to Tender (ITT).

1.1 Structure of PQQ

Potential providers **must** adhere to the format of this PQQ when answering the questions. Where questions cannot be answered fully, please provide relevant explanation and details. Please keep responses concise.

1.2 The requirement

This PQQ has been produced to allow the GOsC to invite expressions of interest for the provision of support to deliver its education quality assurance activity.

About the GOsC

The General Osteopathic Council (GOsC) has a statutory duty to develop and regulate the osteopathy profession in the UK in order to ensure public protection.

Its objectives in doing this are:

- a. to protect, promote and maintain the health, safety and well-being of the

- public;
- b. to promote and maintain public confidence in the profession of osteopathy; and
 - c. to promote and maintain proper professional standards and conduct for members of that profession. (see s1(2) and (3) of the Osteopaths Act 1993)

Its core functions are:

- Assuring the quality of osteopathic education and training
- Registering qualified professionals on an annual basis and ensuring their continuing fitness to practise
- Setting and promoting high standards of osteopathic practice and conduct
- Helping patients with complaints or concerns about osteopaths and, where necessary, dealing with those complaints through fitness to practise procedures.

The GOsC currently registers just over 5,398 osteopaths (as at 1 September 2019).

Recognised Qualifications

Section 14 of the Osteopaths Act 1993 enables the General Osteopathic Council to recognise a qualification (RQ) if it is evidence that students meet the Osteopathic Practice Standards. (See <https://standards.osteopathy.org.uk>). In order to ensure that RQs are only awarded to students meeting the Osteopathic Practice Standards, the GOsC must ensure that courses of osteopathic education meet its requirements for standards and quality, as well as governance and management of the course provider. Those that do are recognised and awarded RQ status. This allows graduates from those courses to register with the GOsC and practise osteopathy legally in the UK. The RQ is subject to approval from the Privy Council.

At present there are 15 RQs provided at nine separate institutions (some with multiple sites) around the UK. A full list of these recognised qualifications and institutions can be found at: <http://www.osteopathy.org.uk/practice/becoming-an-osteopath/training-courses/>

Nearly all of the RQs are university provided, validated or franchised masters or bachelors degree courses, with the exception of one course (Membership of the London College of Osteopathic Medicine) which is open only to qualified medical doctors. The osteopathic education sector is diverse and includes higher education courses delivered in a University with its own degree awarding powers (along with other health related courses), as part of a validation or franchisee relationship with another university, as part of a private institution without a formal relationship with a higher education provider and also within a further education environment. Some institutions are registered with the Office for Students and some are not.

As well as periodic visits, the GOsC also has a range of other mechanisms to help to inform decisions about quality. For example:

- Annual reports and external supporting evidence including feedback from students, staff and patients, feedback from external examiners and annual programme monitoring reports, equality and diversity reports, data about student progression, numbers of educators etc.
- General conditions or triggers which focus on particular areas which may increase the risk of an impact on the delivery of the Osteopathic Practice Standards, for example: changes to student or patient numbers, changes to curricula or assessment, major changes to governance arrangements or personnel
- RQ visits
- Concerns or other information received from staff, students, patients or others
- Ongoing discussion and dialogue
- Supporting the sharing of good practice

This information all contributes to a quality picture for the osteopathic educational institutions informing the statutory Education Committee's recommendations to Council.

Figure 2 below shows how the Committee responds to information about quality received from an institution or from another stakeholder. It shows that taking into account the original issue, and the response of the osteopathic educational institution, helps the Committee to assess the degree of risk arising to the delivery of standards, and to make a decision about the proportionate action to take to ensure that standards are being met. For example, if the risks arising from the implementation of new curricula are outlined and a detailed plan including risks and mitigating actions is submitted by the institution, there is no need for the Committee to undertake any additional action. On the other hand, if the GOsC had received concerns from students, staff or others about the implementation of the new curricula, the GOsC may seek further information to assure itself that standards are being met. (Please note that these examples are merely illustrative. The Committee response will depend on the particular circumstances of the issue and the response in the context of all the information relating to a particular provider.)¹

¹ See General Osteopathic Council review of osteopathic courses and course providers Handbook for course providers and visitors March 2019. Available at: https://www.qaa.ac.uk/docs/qaa/guidance/gosc-handbook-2019-.pdf?sfvrsn=51edc281_2

GOsC Risk-based response

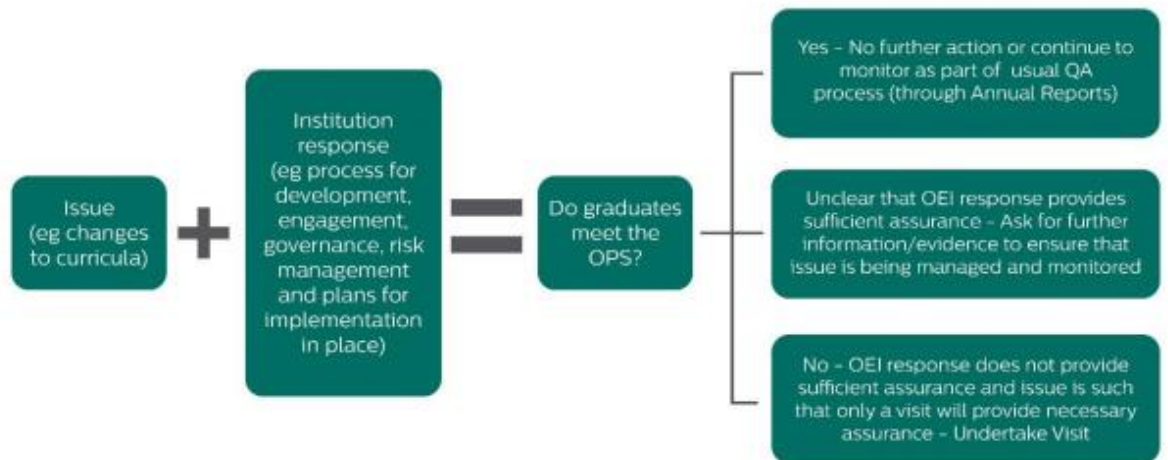


Figure 2 - GOsC risk-based response to the identification, management and monitoring of issues to ensure that only graduates meeting the Osteopathic Practice Standards are awarded an RQ.

Quality assurance

Decisions concerning the granting, maintenance and renewal of RQ status are made by the General Osteopathic Council following reviews of osteopathic courses and course providers and consideration of a recommendation from its Policy Advisory Committee which carries out the functions of the Education Committee as outlined in the Osteopaths Act 1993. At present these reviews are conducted by the Quality Assurance Agency for Higher Education.

The reference points for the review are:

- Osteopathic Practice Standards (2019) - <https://standards.osteopathy.org.uk/>
- Guidance for Osteopathic Pre-registration Education (2015) – the outcomes expected of graduates in order to meet the Osteopathic Practice Standards - <https://www.osteopathy.org.uk/news-and-resources/document-library/training/guidance-for-osteopathic-pre-registration-education/>
- The QAA / GOsC General Osteopathic Council review of osteopathic courses and course providers: Handbook for course providers and visitors https://www.qaa.ac.uk/docs/qaa/guidance/qosc-handbook-2019-.pdf?sfvrsn=51edc281_2 including the Quality Code and standards for education and training.
- GOsC Student fitness to practise guidance (2017) - <https://www.osteopathy.org.uk/training-and-registering/becoming-an-osteopath/student-fitness-to-practise/>
- GOsC Guidance about the management of health and disability (2017) - <https://www.osteopathy.org.uk/training-and-registering/becoming-an-osteopath/management-of-health-and-disability/>

The GOsC reviews course providers to ensure that pre-registration training meets the standards it sets and may impose conditions on the course to ensure standards continue to be met. The GOsC also has the power to add and remove courses from the list of RQs.

The aims of the GOsC quality assurance process are to:

- put patient safety and public protection at the heart of all activities
- ensure that graduates meet the standards outlined in the GOsC's *Osteopathic Practice Standards*
- make sure graduates meet the outcomes of the Subject benchmark statement: Osteopathy, published by QAA
- identify good practice and innovation to improve the student and patient experience
- identify concerns at an early stage and help to resolve them effectively without compromising patient safety or having a detrimental effect on student education
- identify areas for development or any specific conditions to be imposed upon the course providers to ensure standards continue to be met
- promote equality and diversity in osteopathic education.

It is important to highlight that the GOsC is the only regulator to inspect patient clinics and this forms an important component of every visit.

The review process

Quality assurance reviews conducted on behalf of the GOsC can take different forms. They may be an initial visit for a new RQ, a renewal visit, or the visit may be targeted to a specific purpose for monitoring or other purposes.

All forms of GOsC review share the same purpose, which is to enable the GOsC to satisfy itself that RQs are only awarded to graduates meeting the Osteopathic Practice Standards and to assure itself that providers are capable of evaluating and enhancing their programmes of study and where appropriate, to make decisions on approval (or on occasion withdrawal of an RQ) subject to the approval of the Privy Council.

GOsC review addresses the following eight areas:

- governance and management.
- course aims and outcomes (including students' fitness to practise)
- curricula
- assessment
- achievement
- teaching and learning
- student progression
- learning resources

Quality assurance reviews are conducted by a team of suitably qualified lay and osteopathic 'visitors'. The visitors are recruited, employed, trained and appraised by

the quality assurance provider / successful tenderer, although approval of their appointment to conduct a particular visit rests with the GOsC (see section 12 of the Osteopaths Act 1993).

The current review process documentation is available at:

https://www.qaa.ac.uk/docs/qaa/guidance/gosc-handbook-2019-.pdf?sfvrsn=51edc281_2

The successful tenderer, working closely with GOsC, will be required to:

- a. Recruit, train and manage a pool of suitably qualified visitors for the quality assurance review process
- b. Undertake all the quality assurance reviews required by the GOsC to the required standard
- c. Undertake annual reports analysis
- d. In conjunction with the GOsC, review and maintain the quality assurance review method to ensure it remains fit for purpose
- e. Undertake periodic evaluations

1.3 Outline timetable

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the GOsC does not intend to depart from the timetable it reserves the right to do so at any stage.

Date or Target date	Activity
28 October 2019	GOsC002 notice published in the Supplement to the Official Journal to the EU with the procurement documents made available electronically to potential providers.
12 noon on 2 December 2019	PQQ return deadline
6 December 2019	Evaluation of pre-qualification questionnaires completed. Invitation to briefing session issued to shortlisted providers. Unsuccessful bidders informed.
12 December 2019	Briefing session for shortlisted potential providers (venue in London).
16 December 2019	Invitation to tender issued to selected providers.
12 noon on 20 January 2020	Tender return date.
3 February 2020	Evaluation of tenders completed and call for interview issued.
27 February 2020	Interviews and decision to award contract.
w/c 24 March 2020	Contract award confirmed after completion of 10-day standstill period following notification of the award decision unsuccessful bidders.
April /May 2020	Contract finalised.

June 2020	Contract 'go live' date at least 10 Days after contract award.
June 2020	Contract award notice in the OJEU (or UK e-notifications service if post-Brexit)

1.4 Additional information

Recipients are invited to complete the attached PQQ and to submit it, together with any requested supporting information, to the named contact on page 3 of this document by the due date for return.

All requests for clarification or further information in respect of this PQQ should be made strictly by email to the address page 3. The GOsC will endeavour to respond promptly to any questions submitted, but it will not guarantee to do so where any such question is submitted after 21 November 2019. No approach of any kind in connection with this PQQ should be made to any other person within, or associated with, the GOsC.

This PQQ is being provided on the same basis to all potential providers.

The GOsC expressly reserves the right to require a potential provider to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this PQQ.

The GOsC will not reimburse any costs incurred by potential providers in connection with preparation of their responses to this PQQ.

1.5 Freedom of Information

The GOsC is committed to meeting their legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the GOsC may need to be disclosed by the GOsC in response to a request under the Act. The GOsC may also decide to include certain information in the publication scheme, which the GOsC maintains under the Act.

If a potential provider considers that any of the information included in their PQQ is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

Potential providers should be aware that, even where they have indicated that information is commercially sensitive, the GOsC might be required to disclose it under the Act if a request is received.

Potential providers should also note that the receipt of any material marked 'confidential' or equivalent by the GOsC should not be taken to mean that the GOsC accepts any duty of confidence by virtue of that marking.

1.6 Instructions for completion

Potential providers should follow the instructions outlined below when completing this PQQ.

Potential providers should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the potential provider's organisation, this should be indicated, with an explanation.

Questions should be answered in English.

The information supplied will be checked for completeness and compliance before responses are evaluated.

Responses will be evaluated in accordance with the procedures set out in section 1.11 Provider selection. In the event that none of the responses are deemed satisfactory, the GOsC reserves the right to terminate the procurement.

Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a potential provider is not invited to participate further.

1.7 Submission of completed pre-qualification questionnaires

One electronic copy of the completed pre-qualification questionnaire should be returned to the GOsC to tenders@osteopathy.org.uk no later than midday on 2 December 2019. Please note that completed PQQs received after the closing date will be rejected. Please note that it is the potential provider's responsibility to ensure the timely delivery of any email copies.

An acknowledgement of receipt will be sent automatically from tenders@osteopathy.org.uk.

1.8 Consortia and sub-contracting

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided (as indicated in the PQQ) in respect of consortium members or sub-contractors who will play a significant role in the delivery of the requirements. Responses must enable the GOsC to assess the overall consortia or core supply base.

Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.

The GOsC recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Potential providers should therefore respond in the light of the arrangements as currently envisaged. Potential providers are reminded that any future change in relation to consortia and sub-contracting must be notified to the GOsC so that it can make a further assessment by applying the selection criteria to the new information provided.

1.9 Queries about the procurement

The GOsC will not enter into detailed discussion of the requirements at this stage. Any questions about the procurement should be submitted in writing by email to tenders@osteopathy.org.uk

While the GOsC will endeavour to respond promptly to any questions submitted, it will not guarantee to do so where any such question is submitted after 21 November 2019.

If the GOsC considers any question or request for clarification to be of benefit to all tenderers, both the question and the response will be sent by email to every potential provider that it is aware of.

All responses received and any communication from potential providers will be treated in confidence but will be subject to paragraph 1.5 above.

1.10 Provider contact point

Potential providers are asked to include a single point of contact in their organisation for their response to the PQQ. The GOsC will not be responsible for contacting the potential provider through any route other than the nominated contact. The potential provider must therefore undertake to notify any changes relating to the contact promptly.

1.11 Provider selection

The objective of the qualification process is to assess the responses to the PQQ and select potential providers to proceed to the next stage of the procurement.

The GOsC may disqualify any potential providers who fail to:

- a. Comply with the requirements of Regulation 57 Public Contracts Regulations 2015 and/or to certify at Part F that it has fulfilled these requirements.
- b. Provide a correct, complete and satisfactory response to any question in the PQQ.
- c. Submit their completed PQQ after the deadline.

Potential providers who comply with the above grounds shall be evaluated on the qualification criteria listed in paragraph 1, Purpose of this PQQ, which takes into account the economic and financial standing and the technical or professional ability

of the potential provider, and will be in accordance with Regulation 58 of the Public Contracts Regulations 2015. It is envisaged that a shortlist of a minimum of five potential providers will be drawn up and invited to tender. When evaluating the completed PQQs, the following criteria will be used:

Part B: Financial Details (Demonstrates solvent and evidence of continued solvency – Pass/Fail)

Part C: Policy Requirement (Demonstrates compliance with legal obligations – Pass/Fail)

Part D: Technical and Professional Ability (Demonstrates prima facie ability to undertake contract) – including:

- i) Business Capability
- ii) Staffing
- iii) Case Studies
- iv) Quality

The scoring for elements i-iv of Part D will be as follows:

0 = no/little evidence

1 = some evidence

2 = good evidence

3 = excellent evidence

Potential providers are reminded that all parts should be completed as fully as possible as failure to do so may result in disqualification. The GOsC may seek independent financial and market advice to validate information declared or to assist in the evaluation. The GOsC reserves the right to conduct Reference site visits; ask for demonstrations; and/or presentations as part of the PQQ process.

Evaluation/award of tenders at the invitation to tender (ITT) award stage will be undertaken in accordance with a most economic advantageous tender (MEAT) criterion as set out in the invitation to tender documentation.

Part A – General information

1. Please provide the full name, address and website of the potential provider

Company name	
Address	
Town/City	
Postcode	
Country	
Website	

2. Please provide the name, position, telephone number and e-mail address of main contact for this project

Name	
Position	
Telephone number	
Fax number	
E-mail	

3. What is the current legal status of the potential provider (e.g. partnership, private limited company, etc.)?

	Please tick one box	
Sole trader	<input type="checkbox"/>	
Partnership	<input type="checkbox"/>	
Public Limited Company	<input type="checkbox"/>	
Private Limited Company	<input type="checkbox"/>	
Other (<i>please state</i>)	<input type="checkbox"/>	
VAT REG No	<input type="checkbox"/>	

Dun and Bradstreet Number (DUNS) if known		
How many staff does your organisation employ, include full-time/part-time/casuals <i>(circle as appropriate)</i>	0-49	50-249 250+

4. Please provide the date and place of formation of the potential provider, registration under the Companies Act (where relevant), copies of Certificate of Incorporation and any changes of name, registered office and principal place of business.

Date of formation	
Place of formation	
Date of registration	
Registration number	
Certificates enclosed	Yes No <i>(please circle your answer)</i>
Registered office address	

5. **Registration with professional body**

Where applicable, is the potential provider registered with the appropriate trade or professional register(s) in the EU member state where it is established?

Evidence of registration with appropriate professional/trade body <i>Either insert required details or state 'None'</i>

6. If successful would the potential provider intend to use sub-contractors for any part of the requirement? If yes, please give further details in the box provided.

Use of sub-contractors
Yes No <i>(please circle your answer)</i>
<i>If Yes please give details</i>

7. Does the potential provider and/or any of its named supply chain members (sub-contractors) have any potential conflicts of interest that may arise if selected to deliver this project (as outlined in paragraph 1.2)?

Potential conflicts of interest
Yes No <i>(please circle your answer)</i>
<i>If Yes please give details</i>

Part B – Financial Details

A Dun and Bradstreet report will be obtained by the GOsC to assess your organisation’s financial viability. This report will be used to determine whether your organisation has the financial capability and capacity should you be successful. Potential providers may be rejected if their Dun and Bradstreet rating shows a risk indicator of 3 ‘Slightly greater than average risk of Financial Failure’ at the absolute discretion of the GOsC.

8. **Accounts information** – please provide a copy of the full report and audited accounts for the last three financial years

	Please tick or state 'N/A'
Profit and Loss Accounts	
Balance Sheet	
Full accompanying notes	
Director's/Managing Partner's Report <i>(if available)</i>	
Auditor's Report	
Cashflow statement	

Potential providers who do not have three years of audited accounts should provide whatever audited accounts they have. Newly formed potential providers should provide a statement of the potential provider's turnover, profit and loss account and cash flow for the most recent year of trading and/or a statement of the potential provider's cash flow forecast for the current year and a letter from the potential provider's bank outlining the current cash and credit position. Abbreviated accounts are not acceptable.

Note to non-UK potential providers: if any of the above statements/reports requested in Part B is not required by the State in which you are established please provide the overall turnover of your business for the three previous financial years along with a statement or extracts of any accounts/submissions required under the law of the State in which you are established.

9. **Insurances** – please provide evidence of the employers' liability, public liability insurance and professional liability or indemnity insurance held by the potential provider. The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.

Name of insurer	
Address	
Type of insurance	
Policy numbers	
Expiry date	

Limits of indemnity (<i>per occurrence and aggregate</i>)	
Excess (<i>if any</i>)	

10. Please provide a statement of any material pending or threatened litigation or other legal proceedings (where not otherwise reported) where the claim is of a value in excess of £50,000 or 20% of the contract value (whichever is greater)

Disclosure of legal proceedings (300 words or fewer) <i>Either insert required details or state 'None'</i>

Part C – Policy Requirements

11. The information you provide in Part C must demonstrate that you meet legal obligations regarding health and safety, and equal opportunities.

In order to make processes simpler, you are not asked to provide supporting documents for the questions in this part. Please note that the GOsC will ask to see these documents should you pass through to the Invitation to Tender stage.

Health and Safety	Yes	No
1. Does your organisation have a Health and Safety at Work policy? (head office and facilities)		
2. Does your organisation have a Health and Safety at Work system to implement this policy?		
3. Does your organisation make sure it complies with the Health and Safety at Work Act 1974 and all applicable regulations?		
4. Does your organisation have a risk assessment process?		
<p>5. Has your organisation had any HSE or Local Authority Improvement or Prohibition Notice or warning letter in the last three years?</p> <p><i>If yes, has your organisation taken steps to rectify the issues highlighted by the Improvement or Prohibition Notice or warning letter?</i></p> <p><i>The GOsC reserves the right to request details at a later stage of the HSE or Local Authority Improvement or Prohibition Notice or warning letter and the action taken by your organisation to rectify any risks and or issues raised</i></p>		

Equal Opportunities	Yes	No
1. Is it your policy as an employer to comply with anti-discrimination legislation and to treat all people fairly and equally so that no one group of people is treated less favourably than any other?		
2. In the last three years has any finding of unlawful discrimination or other breach of these laws been made against your organisation by any court or industrial tribunal or equivalent body?		
3. In the last three years has your organisation been the subject of a formal investigation by the Equality and Human Rights Commission or an equivalent body on the grounds of alleged unlawful discrimination?		
4. If the answer to questions 2 and/or 3 is yes, what steps did your organisation take as a result of that finding or investigation?		
5. What does your organisation do to ensure that equality and diversity is embedded within your organisation?		
<p>6. Do you actively promote good practice in the terms of eliminating discrimination in all forms through:-</p> <ul style="list-style-type: none"> a. guidance to your employees/suppliers concerned with the recruitment training and employment b. making guidance or policy documents concerning how the organisation embeds equality and diversity available to employees/ sub-contractor's recognised trade unions or other representative groups of employees? c. Appropriate recruitment advertisements or other literature? <p><i>Please answer Yes or No against question a, b and c</i></p> <p><i>If yes please provide details of any relevant policies or written statements/evidence</i></p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p>

Part D – Technical and Professional Ability

12. Business capability

Please describe the relevant principal areas of business activity of the potential provider and the number of years you have been involved in this activity. This should relate to 'The requirement' at paragraph 1.2.

The response to this section should be no more than two sides of A4 paper.

13. Staffing

Please provide details of the number of staff currently involved directly in the provision of similar requirements to those outlined in paragraph 1.2:

Permanent staff numbers	Temporary or third party staff numbers	Total staff turnover as a percentage of staff employed over the past three years (<i>where significant changes have occurred in respect of key management or specialist staff this should be identified</i>)

14. **Case Studies**

Please provide <u>two</u> brief case studies (no more than two sides of A4 for each) illustrating how the potential provider has previously managed work that is relevant to this contract. (Again, refer to 'The requirement' at paragraph 1.2.)

15. **Quality Management**

1. Does your organisation hold a recognised quality assurance accreditation e.g. BS/EN/ISO 9000 or equivalent? Yes No (<i>circle as appropriate</i>)
2. Please describe your organisation's approach to quality management/assurance in respect of the services that you provide (no more than two sides of A4)
The GOsC reserves the right to request a copy of your organisation's quality assurance certification and/or quality assurance process/manual at a future date.

16. **References**

Please provide details of (up to three) major contracts that the potential provider has been awarded for the provision of requirements similar to those outlined in paragraph 1.2. The GOsC reserves the right to contact any or all of these companies for a reference and may wish to visit their

premises. You should ensure that companies listed would be willing to provide a reference for you and be willing to discuss your performance with the GOsC.

Alternatively, please provide details of (up to three) individuals or organisations who are able to confirm that you and your team have the knowledge, skills, experience and capability to deliver this contract. The GOsC reserves the right to contact any or all of these companies for a reference and may wish to visit their premises. Potential providers should ensure that companies listed would be willing to provide a reference for them and be willing to discuss the potential provider's performance with the GOsC.

If the potential provider has provided services or any of the delivery team have worked for the GOsC previously, please do not ask GOsC for a reference for the purposes of this contract.

Customer name and address	Contact name, telephone number and email address	Date contract awarded including start and finish dates	Contract reference and brief description of requirements undertaken (and value of contract)	Names of supply chain members (sub-contractors) and/or consortium members and their role
1.				
2.				
3.				

Part E – Checklist of attachments

1.1. Please ensure that the following attachments are included within your response:

Document	Applicable question	Included <i>(please circle your answer)</i>	
Accounts information	9	Yes	No
Part F – Statement relating to good standing		Yes	No

Please include **all** the following items in your submission:

- One electronic copy of your submission

Regretfully we cannot contact potential providers after the deadline to obtain missing information and incomplete submissions will not be progressed.

Part F – Statement relating to good standing

Statement relating to good standing — Grounds for obligatory exclusion (in eligibility) and criteria for rejection of candidates in accordance with Regulation 57 of the Public Contracts Regulations 2015 (as amended).

Project title: Education Quality Assurance Contract

We confirm that, to the best of our knowledge, the potential provider is not in breach of the provisions of Regulation 57 of the Public Contracts Regulations 2015 (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The potential provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
- c. the common law offence of bribery;
- d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010 or section 113 of the Representation of the People Act 1983
- e. where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - i. the common law offence of cheating the Revenue;
 - ii. the common law offence of conspiracy to defraud;
 - iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

- viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006, or the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act
- f. any offence listed –
 - i. in section 41 of the Counter Terrorism Act 2008; or
 - ii. in Schedule 2 to that Act where the court has determined that there is a terrorist connection
- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
- h. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003;
- l. an offence under section 71 of the Coroners and Justice Act 2009;
- m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;
- ma. an offence under section 1, 2 or 4 of the Modern Slavery Act 2015; or
- n. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 - i. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - ii. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

Discretionary grounds for rejection

The potential provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it *is not aware of any evidence justifying the applicability of the discretionary grounds namely:*

- a. where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- b. where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
- c. where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
- d. where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
- e. where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
- f. where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- g. where the economic operator—
 - (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or
- (h) where the economic operator has—
 - (i) undertaken to—
 - (aa) unduly influence the decision-making process of the contracting authority, or
 - (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
 - (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Organisation's name	
Signed	
Position	
Date	

INVITATION TO TENDER (ITT)
FOR
EDUCATION QUALITY ASSURANCE SERVICES
GENERAL OSTEOPATHIC COUNCIL

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Introduction

This document invites invitations to tender to carry out quality assurance of osteopathic educational institutions and osteopathic qualifications on behalf of the General Osteopathic Council (GOsC), to ensure that students awarded 'Recognised Qualifications' as defined in Section 14 of the Osteopaths Act 1993² are complying with the *Osteopathic Practice Standards*.³

Background

About the General Osteopathic Council

The primary purpose of the regulation of health professions is to ensure patient safety. The General Osteopathic Council (GOsC) regulates the practice of osteopathy in the United Kingdom. By law osteopaths must be registered with the GOsC in order to practise in the UK.

- The GOsC keeps the [Register](#) of all those permitted to practise osteopathy in the UK and we set and maintain standards for osteopathic education and training.
- We work with the public and osteopathic profession to promote patient safety and we set, maintain and develop [standards](#) of osteopathic practice and conduct.
- We also assure the quality of osteopathic education and ensure that osteopaths undertake [continuing professional development](#).
- We help patients with any [concerns or complaints](#) about an osteopath and have the power to remove from the Register any osteopaths who are unfit to practise.

About osteopathy and osteopathic education and training

Osteopathy is a healthcare approach that supports the diagnosis and treatment of a wide range of conditions. It works with the structure and function of the body, and is based on the principle that the well-being of an individual depends on the skeleton, muscles, ligaments and connective tissues functioning smoothly together.

Osteopaths are first contact healthcare practitioners. This means that they are able to undertake a consultation with any patient without the need for referral from another healthcare professional. This includes taking a case history, performing an examination of the patient, formulating a differential diagnosis and undertaking treatment where appropriate. Osteopaths are trained to refer patients to appropriate healthcare professionals where they are unable to provide a diagnosis or treatment for an underlying condition themselves (although they may still provide treatment in addition to the referral). Osteopaths are able to treat patients exhibiting a significant

² <https://www.osteopathy.org.uk/news-and-resources/document-library/legislation/osteopaths-act-1993-as-amended/>

³ GOsC, *Osteopathic Practice Standards*, 2019, available at <https://www.osteopathy.org.uk/news-and-resources/document-library/osteopathic-practice-standards/updated-osteopathic-practice-standards/>

number of symptoms with a range of osteopathic approaches. Some osteopaths may choose to use adjunct treatments such as acupuncture.

Osteopathic undergraduate education usually takes place usually over four to five years and results in the award of a Bachelors or a Masters degree in osteopathy or osteopathic medicine. Courses can be full time or part time.

The Osteopaths Act 1993 provides that the General Osteopathic Council may 'recognise qualifications' (RQs), subject to the approval of the Privy Council, when it is 'satisfied that a qualification granted by an institution in the United Kingdom is evidence of having reached the required standard of proficiency'. The required standard of proficiency is set out in the *Osteopathic Practice Standards* (2019) available at: <https://www.osteopathy.org.uk/news-and-resources/document-library/osteopathic-practice-standards/updated-osteopathic-practice-standards/>.

At present there are 15 RQs provided at nine separate institutions around the UK. A full list of these recognised qualifications and institutions can be found at:

<http://www.osteopathy.org.uk/practice/becoming-an-osteopath/training-courses/>

There are a variety of institutions: some are departments situated within university health faculties offering a range of health professional courses; some are osteopathic educational institutions offering degrees validated by other UK universities at arms length (one institution has applied for taught degree awarding powers); and one institution offers a course only to medical doctors as an adjunct to their medical training rather than a separate degree.

All institutions offering osteopathic education have their own teaching clinic. Clinical training is undertaken, normally, over a period of two years, typically, years 3 and 4 of a 4 year full time degree course or the part time equivalent.

Current arrangements for quality assurance

The current arrangements for education quality assurance are undertaken under contract by the Quality Assurance Agency for Higher Education (QAA) culminating in written reports comprising findings and recommendations for consideration by the General Osteopathic Council which makes decisions about qualifications.

These arrangements include:

- a. A periodic review comprising completion of a self evaluation document, a Visit and a draft Report, consideration of comments received from the educational institution and a final published Report to support the decision making process by the General Osteopathic Council and the Privy Council. (Around 2 to 3 institutions per year on average – although this can vary.)
- b. Annual monitoring reports analyses reporting both areas of good practice and areas of concern.
- c. Regular follow up and provision of expert advice on evidence submitted to demonstrate that conditions have been fulfilled.

- d. Recruitment, training and appraisal of expert osteopathic and lay visitors to undertake these roles.

Further information about current quality assurance arrangements can be found at: <https://www.gaa.ac.uk/reviewing-higher-education/types-of-review/general-osteopathic-council-review>. Published Quality Assurance Reports are available at: <http://www.osteopathy.org.uk/practice/becoming-an-osteopath/training-courses/>.

The value of the contract will vary from year-to-year depending on the volume of activity required but will not usually exceed a maximum of £120,000 in any one year. The value of the contract in any one year is not a guarantee of a similar amount in any subsequent year.

Current quality assurance timetable from August 2020

Please note that the current quality assurance timetable is indicative only. Precise dates for RQ reviews and visits will be negotiated and will depend on appropriate access to the relevant osteopathic educational institution to see staff, students and patient, availability of Visitors and the dates of Council meetings, among other things. Dates for other activities may be negotiated with the provider. Tenderers should also ensure provision for attendance at Committee meetings and other meetings and contact as necessary to deliver the contract deliverables.

Activity	Specification agreed by GOsC	Review commences	Visit	Delivery of Report to GOsC (following comments)
Institution 1 – renewal of RQ	March 2023	September 2023	November 2023	Jan 2024
Institution 2 – renewal of RQ	October 2021	March 2022	June 2022	August 2022
Institution 3 – renewal of RQ (2 sites)	October 2020	February 2021	April 2021	June 2021
Institution 4 – renewal of RQ	October 2022	February 2023	April 2023	June 2023
Institution 5 – renewal of RQ	October 2020	January 2021	March 2021	May 2021
Institution 6 – renewal of RQ	June 2022	January 2023	March 2023	May 2023
Institution 7 – Renewal of RQ	February 2022	August 2022	October 2022	December 2022
Institution 8 – Renewal of RQ	February 2023	September 2023	November 2023	January 2024
Institution 9 – Renewal of RQ	February 2024	November 2024	January 2025	March 2025

Activity	Specification agreed by GOsC	Review commences	Visit	Delivery of Report to GOsC (following comments)
Annual Reports	September 2020, 2021, 2022, 2023, 2024	December 2020, 2021, 2022, 2023, 2024	NA	January 2021, 2022, 2023, 2024, 2025
Expert analysis of conditions/evidence submitted.	Periodic	Month 1		Month 2 (delivery within 4 weeks)
Training and appraisal of Visitors	Takes place annually usually in September but this may vary dependent on the schedule of visits for that year			Report delivered annually following completion of training
Performance evaluation	Takes place every two years			Report delivered every two years in autumn

Current context

Although the legislative framework requires the GOsC to 'recognise' individual osteopathic qualifications subject to Privy Council approval, this legislative framework may change during the course of the contract period. Further detail about the proposed direction for changes are outlined in the Promoting professionalism, reforming regulation: Government response to the consultation, July 2019 available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/820566/Promoting_professionalism_reforming_regulation_consultation_reponse.pdf

During the course of the contract period, we may look to enhance our approach to quality assurance. The contract will need to include an activity cost with the possibility of different activities being undertaken during the contract period. Even if legislation remains the same, we will be looking to review the method as far as possible within the constraints of our current legislation. For example, it is possible that a new quality assurance framework may be based on the collection of student and patient data, or it might focus on quality assurance of institutions rather than individual courses, or it might take a thematic approach to quality assurance focusing on drilling in depth in narrow areas to support the sharing of learning and

good practice. However, we will still be carrying on the 'old' system while we develop any new operational approach.

The Tender

Pursuant to the OJEU notice 217838 dated the 28 October 2019 the GOsC is looking to appoint a service provider to provide Education Quality Assurance Services in line with Appendix 1 'The Specification' for an initial term of three years (subject to performance) with an option to extend to a total length of no more than five years.

Potential providers should familiarise themselves fully with the specification at Appendix 1 and the terms and conditions at Appendix 2 before fully completing section 2 'Information Required from Tenderers'.

Tenders will be evaluated in line with the criteria in Section 17.

Section 1 – Instructions to tenderers

1. Introduction

- 1.1. This section is intended to provide some guidance to tenderers on the documents enclosed herewith, and to provide an indication of what is expected in the tender response. Tenderers must comply with all the requirements of this invitation to tender, otherwise the tender may not be considered further.
- 1.2. The contract award timetable, which is issued for guidance only and may be subject to alteration, is detailed in section 21 below.

2. Preparation of Tender

- 2.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the GOsC, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 2.2. Tenderers are required to complete and provide all information required by the GOsC in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the GOsC to reject a Tender Response.
- 2.3. The GOsC relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders, and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 2.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate regarding the Education Quality Assurance Services, without reliance upon any opinion or other information provided by the GOsC or their advisers and representatives. Tenderers should notify the GOsC promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

3. Submission of Tenders

- 3.1. The Tender must be submitted in the form specified in the instructions in Sections Two and Three. Failure to do so may render the Response non-compliant and it may be rejected.
- 3.2. The GOsC may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in paragraph 3.8.
- 3.3. Tenderers must submit:
 - One email copy of their Response to tenders@osteopathy.org.uk in a Microsoft Office compatible format.
- 3.4. The Tender and any documents accompanying it must be in the English language.
- 3.5. Price and any financial data provided must be submitted in or converted into pounds sterling. All prices quoted must state whether they are inclusive of VAT.
- 3.6. Tenders will be received any time up to the deadline stated below. Tenders received before this deadline will be retained in a secure environment, unopened until the opening date.
- 3.7. The GOsC does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 3.8. Tenders must be submitted in a sealed package, absent of any company identifying marks, and returned as follows:

PRIVATE AND CONFIDENTIAL
ITT RESPONSE: QUALITY ASSURANCE SERVICES
Attn: Matthew Redford
Acting Chief Executive
General Osteopathic Council
176 Tower Bridge Road
London SE1 3LU

Email: tenders@osteopathy.org.uk

Completed tender documentation must arrive at the above office by **12.00 noon on 20 January 2020**. Submissions may only be received and accepted up to such time. Any received after such time, or which are not submitted strictly in accordance with these instructions, will be rejected.

3.9. Tenderers must bid for the provision of all services in accordance with the requirements and information outlined in this document. If they do not, they will be eliminated. The Terms and Conditions contained in Annex B shall apply unless and until subsequently varied by mutual consent. All such variations shall be signed by both contracting parties. Proposed changes will not subject the bidder to elimination except if they put the GOsC at a material disadvantage.

3.10. All queries relating to this ITT should be made by email to tenders@osteopathy.org.uk

3.11. Any requests for further information during the preparation of your tender will only be accepted if made in writing to the email address named in paragraph 3.10 above. We will share the content of any substantive queries raised and the answers given with other prospective tenderers. Other than by use of the email address above, no other person is authorised to receive requests for information and/or provide answers on behalf of the GOsC in connection with this tender.

3.12. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the GOsC at its sole discretion does not either; consider the query to be of a commercially confidential nature; or one which all Tenderers would potentially benefit from seeing both the query and GOsC's response, the GOsC will:

- a. invite the Tenderer submitting the query either to declassify the query and allow the query along with the GOsC's response to be circulated to all Tenderers; or
- b. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

3.13. The GOsC reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

3.14. Please note that the GOsC shall not bind itself to accept the lowest or any tender. No tender will be deemed to have been accepted until such acceptance has been notified to the tenderer in writing. The GOsC will not pay for any expenses or losses incurred in the preparation of the tender.

4. Canvassing

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the GOsC or its members concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

5. Disclaimers

- 5.1. Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 5.2. Neither the GOsC, nor their advisers, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 5.3. Any persons considering making a decision to enter into contractual relationships with the GOsC following receipt of the ITT should make their own investigations and their own independent assessment of the GOsC and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 16 of this Invitation to Tender.

6. Collusive Behaviour

Any Tenderer who:

- Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- Communicates to any party other than the GOsC the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

- Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to the GOsC and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

7. No Inducement or Incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Contract or any other contractual agreement.

8. Acceptance and Admission to the Contract

8.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the GOsC and the GOsC confirming in writing such acceptance to the Tenderer, the Tenderer will, within 30 days of being called upon to do so by the GOsC, execute the Contract.

8.2 The GOsC shall be under no obligation to accept the lowest or any Tender. Tenders will be evaluated in accordance with a most economic advantageous tender (MEAT) criterion.

9. Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, the GOsC may modify the ITT by amendment. Any such amendment will be numbered, dated and issued by the GOsC to all prospective Tenderers by 6 January 2020 in order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders. The GOsC may, at its discretion, extend the Deadline for receipt of Tenders.

10. Late Tenders

Any Tender received at the designated point after noon on 20 January 2020 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

11. Modification and Withdrawal

- 11.1 Tenderers may modify their Tender prior to the Deadline by giving notice to the GOsC in writing or via electronic submission to tenders@osteopathy.org.uk. No Tender may be modified subsequent to the Deadline for receipt.
- 11.2 The modification notice must state clearly how the GOsC should implement the modification and must be submitted in accordance with 11.1.
- 11.3 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to the GOsC by recorded delivery or equivalent service and delivered to the GOsC at the address set out in 3.8.

12. Right to Reject/Disqualify

The GOsC reserves the right to reject or disqualify a Tenderer where:

- the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or PQQ; and/or
- the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the PQQ and/or the Tender process; and/or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

13. Right to Cancel, Clarify or Vary the Process

The GOsC reserves the right to:

- amend the terms and conditions of the Invitation to Tender process,
- cancel the evaluation process at any stage; and/or
- require the Tenderer to clarify its Tender in writing and/or provide additional information (failure to respond adequately may result in the Tenderer not being selected).

14. Customer References

Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the GOsC may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited.

15. Notification of Award

The GOsC will notify unsuccessful Tenderers of its award decision in accordance with regulation 86 of the Public Contracts Regulations 2015 and apply a standstill in accordance with regulation 87 of those Regulations.

16. Statement of Compliance

A Statement of Compliance can be found at Appendix 3. This will be used by the GOsC for checking the completeness of all returned Tenders. Tenderers shall ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Tenderer being disqualified from the award process.

17. Evaluation of Tenders for selection of Contract Award

Tenderers' Response to the questions contained in the Response Requirement and their Response to the Specification along with pricing information and any other information, specifically related to the evaluation of Tenders and requested by the GOsC in this ITT, will be evaluated against four high level criteria, which are equally weighted, details of which can be found in the table below:

High level evaluation criteria for selection of providers onto the framework
Criterion
Operational Proposal (Part 2)
Staff Qualifications and Experience (Part 3)
Differentiating Features (Part 4)
Cost of Services (Part 5)

18. Evaluation Process

The evaluation process will feature some, if not all, the following phases:

Phase 1 – Compliance Checks

a. Receipt and Opening

ITT Responses will be formally logged upon receipt in accordance with the GOsC's procurement procedures. Any ITT Response that is received at the designated point after the deadline may be rejected and not considered for evaluation.

b. Compliance Check

Two representatives of the GOsC Project Team will then check the Statement of Compliance, completion of which is mandatory. Tenderers are required to confirm in the Statement of Compliance that they have provided a Response including, where applicable, any evidence requested against each of the requirements, as directed. In the event that a Tenderer is unable to provide a positive response for any of the requirements, or a detailed reason as to why a positive response cannot be given, the GOsC may either exclude the Tenderer from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

The evaluation of Tenders will, as applicable, proceed through some, or all of the following phases of evaluation:

Phase 2 – Evaluation of Tender Responses

This will be in line with section 17 above to produce (if necessary) a shortlist for presentations.

Phase 3 – Bidder Presentation/clarification meetings

Phase 4 – Customer References

- a. Taking up of written customer references (where not previously taken)
- b. Evaluation Report and Recommendation

19. Award of Contract

19.1 The GOsC will inform all Tenderers of any intention to award a Contract. Following a minimum standstill period of 10 calendar days,

subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Tenderer(s).

19.2 All unsuccessful Tenderers will be provided with an award decision notification in accordance with regulation 86 of the Public Contracts Regulations 2015.

20. Confidentiality

Subject to the Freedom of Information Act, all information and documents contained herein are to be treated as strictly confidential and will be incorporated into the final contract. The Tender shall remain open for acceptance for 60 days from the date fixed for the submission of tenders. Any tender made will remain confidential to the GOsC without limitation of time.

21. Contract award timetable

This contract award timetable below is indicative only and may be subject to change.

Dates	Stage
16 December 2019	ITT to be issued to short-listed Tenderers by the GOsC
1200 HRS GMT 20 January 2020	Closing date and time for receipt by the GOsC of Tenderer Responses to the ITT. References requested.
3 February 2020	Evaluation of ITT Responses concluded.
27 February 2020	Tender panel interviews/presentations. Decision to award contract. Award decision notices issued. Standstill commences.
w/c 24 March 2020	Standstill period concluded. Contract award.
April 2020	Contract finalised.
May 2020	Finalising contract details
1 June 2020	Contract comes into force – overlap with existing contract which ends 31 July 2015 because of possible need for handover process and development of new process.
31 July 2020	Old QA contract ends.
April 2020	Commencement of next planned phase of QA reviews.

Section 2 – Information required from tenderers

The points in this section should be covered in your proposal and relate specifically to the specification (Appendix 1) and terms and conditions (Appendix 2). Please cross reference the responses in your proposal to the information requested.

We will take references from at least two of the referees provided at the PQQ stage at the point of submission of the tender.

Part 1: Executive Summary
The Executive Summary should focus on the key features of the Tenderer's Response including all key assumptions made by the Tenderer (but excluding all pricing/financial information) .
The objective of the Executive Summary is to provide the GOsC with a clear, concise and complete summary of the Tenderer's Response together with an insight into the reasoning and rationale behind the Response.
The Executive Summary should be no more than 1 page of A4 text highlighting the key strengths of the Response to demonstrate how the Tender represents value for money to the GOsC.
Whilst the Executive Summary will not be formally evaluated, it will be scrutinised for consistency with your Response and clarification will be sought if required.

Part 2: Operational Proposal

Please provide a detailed proposal for servicing our requirements for the provision of education quality assurance services to the GOsC. This proposal should not exceed 10 A4 pages. Please refer to Appendix 1. Your proposal should include the following deliverables:

- a. Details about overall project/contract management and relationship management with stakeholders throughout the contract.
- b. Details about recruiting and maintaining a pool of appropriately qualified Visitors.
- c. Details about how initial recognition reviews will take place.
- d. Details about how renewal of recognition reviews will take place.
- e. Detailed about how unscheduled monitoring or targeted reviews will take place.
- f. Details about how follow up reviews of evidence submitted to fulfil action plans, conditions or other requirements will be provided on request.
- g. Details about how Annual Report analyses will be managed.
- h. Details about how performance evaluation reports will be developed and reported.
- i. Details about how you envisage contributing to the development of new quality assurance framework involving a different method.

The proposed methods to be used to ensure that each of the deliverables is met set out at a. to i. above.

A statement regarding the levels of assurance you provide on the basis of your work, and an explanation of the meaning of the various levels of assurance.

An indicative programme of work for the contract period, including milestones and dates, based on your professional opinion, your knowledge of the GOsC and your experience of similar organisations.

Your organisation's approach to managing conflicts of interest in relation to the provision of the service.

Evaluation: Scoring mechanisms for each deliverable a. to i. as follows: 0 = no / little evidence; (score 0%) 1 = some evidence (score 10%); 2 = good evidence (score 20%) 3 = excellent evidence (score 25%). The remaining criteria are pass / fail and will be evaluated qualitatively as part of the evaluation of a. to i. above. Scores will be added for each criterion and the divided by nine (the number of criterion) to provide an overall score for this high level evaluation criterion.

Part 3: Staff qualifications and experience

Details of the team who would manage and undertake this work, including previous relevant experience and professional information set out in a concise CV for each member of the team. This should include experience relevant to the quality assurance of professional health education.

Demonstrable understanding of the requirement to identify and maintain an appropriate pool of visitors.

The management responsibility for the project indicating clearly the person who will be accountable for delivery of the project and reporting lines to other members of the team.

Details about who will be responsible for attending meetings of GOsC Committees and presenting on work undertaken.

Who will be the main point of contact between the GOsC and your organisation.

Evaluation: Scoring mechanisms for each deliverable in this high level evaluation criterion are as follows: 0 = no / little evidence; (score 0%) 1 = some evidence (score 10%); 2 = good evidence (score 20%) 3 = excellent evidence (score 25%).

Part 4: Differentiating Features

Please describe in no more than 300 words the relevant features that you believe differentiate your firm from other providers to deliver the best operational quality operational proposal.

Evaluation: Scoring mechanisms for this high level evaluation criterion are as follows: 0 = no / little evidence; (score 0%) 1 = some evidence (score 10%); 2 = good evidence (score 20%) 3 = excellent evidence (score 25%).

Part 5: Cost Of Services

Taking into account our requirements please outline your proposal for charging us for your services, including an indicative annual cost and identifying the individual costs of each of the deliverables in Appendix 1, clearly and explicitly identifying the assumptions made.

All charges/prices must be expressed in pounds sterling and should be exclusive of VAT, all pricing information will form the basis of any resultant Contract.

Evaluation: The lowest price will be awarded the maximum marks of 25%. Other prices will be scored proportionately reducing the marks available. The current budget is available at: <https://www.osteopathy.org.uk/news-and-resources/document-library/about-the-gosc/council-july-2018-item-15-quality-assurance-procurement/?preview=true>

Part 6: Signed Declaration

Please complete and return the Signed Declaration at Section 3

Section 3 – Declaration by tenderer

Tenderers to note:

The Tenderers' Response to the Invitation to Tender and the Specification (Appendix 1); the Financial Proposal and the Statement of Compliance (Appendix 3) forms the basis against which the Tenderers' Response to the ITT will be compliance checked and evaluated. The Statement of Compliance provides Tenderers with a list of the key areas within their response that **must** be addressed. Tenderers shall ensure that their overall Response includes evidence of providing/addressing **all** of these areas. Tenderers **must ensure** that a yes response is given against each area. In the event that a Tenderer is unable to provide a yes response, the Tenderer shall provide a detailed reason as to why a response cannot be given. The GOsC may seek to clarify Responses given by a Tenderer but reserves the right to reject any Tender Response, which fails to meet this initial compliance check.

The Tenderers' response to the ITT should be divided into six sections:

The six sections are:

1. Executive Summary
2. Operational Proposal
3. Staff Qualifications and Experience
4. Differentiating Features
5. Cost of Services
6. Signed Declaration

This tender shall remain open for acceptance for a period of 60 days after the due date for return of tenders as specified in the invitation to tender.

Signed Date

Name

For and on behalf of

Capacity in which signed

Appendix 1 – Specification

1. The requirement is to undertake quality assurance activities enabling the GOsC to make decisions in accordance with their duties and powers under the Osteopaths Act 1993 and includes the following activity:
 - a. To continue with the existing method of quality assurance under current legislation and methods.
 - b. To work with the GOsC to develop innovative quality assurance methods.
 - c. To recruit, train and appraise visitors (i.e. the individuals undertaking quality assurance visits to institutions).
 - d. To regularly evaluate and report on performance and impact.
 - e. To work to an appropriate timetable for quality assurance with flexibility built in.
2. The contract is expected to be awarded for three years in the first instance with the possibility of an extension of two years, before retendering takes place.
3. The deliverables that we would anticipate being undertaken in fulfilment of the contract are set out in the table below along with a brief explanation.

Activity	Description
a. Overall project/contract management and relationship management	Core staffing of quality assurance contract in addition to items identified below. This person will be responsible for relationship management with the General Osteopathic Council, osteopathic educational institutions, Visitors, patients, students and other stakeholders.

Activity	Description
b. Maintaining a pool of visitors	<p>Recruitment, training and appraisal of visitors.</p> <p>The current pool of visitors has a total of c. 17 lay and osteopath members contracted to the current provider. It is hoped that existing visitors would transfer from the existing contractor to any new contractor, should a new contractor be appointed, however this will be a matter for discussion with the existing contractor and a new provider, if appointed. In any event, periodic recruitment will be required to refresh the pool of visitors.</p> <p>In the event of a major change to the review method recruitment of a new pool of visitors might be required.</p> <p>Training of visitors should take place annually.</p> <p>Visitors should undergo an annual individual performance review/appraisal.</p>
c. Initial recognition reviews	Reviews that take place when an institution is seeking recognition for a new course in osteopathy.
d. Renewal of recognition reviews	Reviews that take place periodically (usually after between three and five years) for the renewal of recognition of an existing Recognised Qualification.
e. Unscheduled monitoring or targeted reviews	Reviews that take place at the request of the GOsC in response to specific concerns about a Recognised Qualification.
f. Follow-up reviews of action plans and / or conditions	Reviews that take consider the implementation of any action plan and / or conditions required as part of a recognition or monitoring review.

Activity	Description
g. Annual Report Analysis	Reviewing the reports and data sets provided to the GOsC by each osteopathic educational institution annually.
h. Contract evaluation report	Undertaking a periodic self-evaluation (normally biannually) of performance against contract including obtaining feedback (via a focus group or other method).
i. Development of new quality assurance framework	<p>Contribution to the development of a new approach to quality assurance in conjunction with the GOsC.</p> <p>Review of review method handbooks</p> <p>Engagement and consultation with stakeholders</p> <p>Briefing of stakeholders on outcome of review.</p>

Appendix 2 – Draft terms and conditions

This is a sample contract. The terms and conditions are draft and it is supplied to enable minor, consequential amendments to be allowed at the contract finalisation stage.

Agreement

This agreement is made on 2020

Between **the Parties:**

1.

The General Osteopathic Council (**GOsC**)

Osteopathy House

176 Tower Bridge Road

London SE1 3LU

And

2.

xxx

1. This Agreement

- 1.1 The GOsC is the statutory body established under the Osteopath's Act 1993 to 'regulate and develop' osteopaths for the benefit of patient safety and care.
- 1.2 This Agreement is for quality assurance services as outlined in the specification at Appendix 1 provided by the GOsC. The quality assurance services will be delivered by the Contractor in accordance with the Specification at Annex A by the named team: [to insert].
- 1.3 This Agreement includes the Financial Schedule attached at Annex B and the Operational Timeline at Annex C.
- 1.4 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of this Agreement provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

2. Relationship between the parties

- 2.1 Nothing in this Agreement shall have the effect of making the Contractor (or any of its employees or agents or Visitors) the employee of the GOsC, or constitute the Parties as partners of each other.
- 2.2 Save as expressly agreed in writing, the Contractor (and its employees and agents) shall not hold itself (or themselves) out as an employee or agent of the GOsC and shall not have any authority to act on behalf of the GOsC or to conclude contracts, incur any obligation or liability, or sign documents on behalf of the GOsC.

3. Term

- 3.1 This Agreement shall commence on the date of the final signature of this Agreement and shall remain in force until [] July 2023.

4. Obligations of the Contractor

- 4.1 The Contractor will comply with the following obligations:

4.2 *Confidentiality*

4.2.1 "Confidential information" means:

- all information about or connected to the GOsC, including its business or its financial affairs, its operations, its officers, employees;
- any information relating to the register of Osteopaths or the Iris and Integra databases maintained by the GOsC;
- any information and documents that the Contractor may be provided with, or required to access, in the course of performing services under this Agreement;
- any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

- 4.2.2 Confidential information is and shall remain confidential to the GOsC, and the Contractor warrants and represents that it shall not disclose or use the GOsC's Confidential Information (including for the solicitation of business) save as explicitly and necessarily required in the performance of the services by the Contractor under this Agreement.

- 4.2.3 The Contractor shall not release Confidential Information to third parties either during or after the term of this Agreement without the written prior permission of the GOsC's Chief Executive.

- 4.2.4 The Contractor warrants and agrees that it will not turn to its own account, personal use or advantage any Confidential Information relating to the services provided under this Agreement.

- 4.2.5 The Contractor shall, at the GOsC's request, return any property or documents belonging to GOsC.
- 4.2.6 The Contractor shall not communicate with representatives of the general or technical press, radio, television or post comments on other communications media (including Twitter and Facebook) about any services provided by the Contractor under this Agreement, or about the work of the GOsC or the views held or expressed by the GOsC, unless previously agreed in writing with the GOsC's Chief Executive.
- 4.2.7 The Contractor shall not use the name, any adaptation of the name of the logos of the GOsC in any materials without the prior written consent of the GOsC Chief Executive.

4.3 Professional Relationships

- 4.3.1 The Contractor shall develop and maintain professional relationships with the GOsC, their agents, employees, customers and stakeholders.
- 4.3.2 The Contractor shall work in partnership with the GOsC to achieve the project aims, objectives and deliverables set out in the Specification (Annex A).

4.4 Financial Schedule

- 4.4.1 The Contractor should invoice the GOsC on completion of the deliverables set out in the Financial Schedule (Annex B).
- 4.4.2 Should the GOsC require amendment to the number and/or type of Reviews stated on the Financial Schedule (Annex B) under the Existing Quality Assurance Framework, this must be agreed by both the GOsC and the Contractor in writing. The Reviews would be charged at the unit cost confirmed in the Financial Schedule (Annex B).
- 4.4.3 The unit costs set out in the Financial Schedule (Annex B) for activity delivered under a New Quality Assurance Framework are indicative until that Framework and activities have been agreed by both the GOsC and the Contractor in writing.
- 4.4.4 Costs are exclusive of VAT.

5. Obligations of the General Osteopathic Council

- 5.1 The GOsC will provide the Contractor with supporting information as identified in the Specification (as far as is possible in accordance with the use of data agreed).
- 5.2 The GOsC will meet with the Contractor as required in order to review the work being undertaken in fulfilment of the Agreement.

- 5.3 The GOsC will pay the Contractor invoices submitted on completion of the deliverables as set out in the Financial Schedule within 30 days of the invoice date unless the deliverables in question have not been completed to the GOsC's reasonable satisfaction.
- 5.4 The GOsC may reject any deliverable and/or Service if, in its reasonable opinion, the Contractor has failed to provide the deliverables and/or Services to the standard and quality specified in this Agreement and Schedules thereto, or otherwise conveyed to the Contractor in connection with this Agreement.
- 5.5 In such circumstances, the GOsC shall issue a notice of rejection to the Contractor as soon as possible and in any event within twenty (20) days of receipt of the deliverable and/or Services stating the reasons for such rejection.
- 5.6 Following its receipt of such notice of rejection, the Contractor shall have a period of twenty (20) Working Days (or such other period as the Parties may agree in writing) during which the Contractor shall correct the faults which caused the notice of rejection to be issued at no cost to the GOsC.
- 5.7 If following receipt of a corrected deliverable and/or Service, in the reasonable opinion of the GOsC, the Contractor has failed to provide the deliverables and/or Services to the standard and quality specified in this Agreement or otherwise conveyed to the Contractor in connection with the Agreement, the GOsC shall issue a final notice of rejection to the Contractor, stating the reasons for such rejection, and shall have the right to terminate this Agreement or the part thereof relating to the rejected deliverables and/or Services forthwith.

6. General rights and obligations

- 6.1 No amendment or variation of the Agreement will be effective unless evidenced in writing by an authorised signatory of both Parties.
- 6.2 Failure to exercise or delay in exercising on the part of either Party any right, power or privilege which they have under this Agreement will not in operate as a waiver thereof nor prejudice either Party's rights to take subsequent action.
- 6.3 Neither Party will be liable to the other in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from (i) acts or intervention of Government or Government agencies, (ii) fire, flood or explosion, (iii) Act of God, (iv) declared or undeclared war, or riots or civil commotion, (v) strikes or other industrial disputes, (vi) any act neglect or default of another Party, or (vii) any cause outside its reasonable control.

- 6.4 GOsC shall be liable to pay to xxx all sums validly due and, invoiced by xxx in accordance with the Financial Schedule.
- 6.5 Either Party may terminate the Agreement by giving sixteen weeks' notice of their intention to do so with reasons for the proposed termination in writing. Provisions which by their terms or intent are to survive termination of the Agreement will do so. Circumstances giving rise to termination will include that:
- 6.5.1 The other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 6.5.2 An encumbrancer takes possession of a receiver is appointed over any of the property or assets of that other Party;
- 6.5.3 The other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 6.5.4 The other Party goes into liquidation;
- 6.5.5 Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to either of the Parties; or
- 6.5.6 The other Party ceases, or threatens to cease, to carry on business.

7. **Data Protection**

- 7.1 In this Clause, the following words shall have the following meanings:

Agreed Purposes: quality assuring osteopathic education in accordance with the statutory duties of the General Osteopathic Council as laid down in the Osteopaths Act 1993.

Controller, processor, data subject, special categories of personal data, processing and process shall have the meanings ascribed in Data Protection Legislation.

Personal data: shall have the meaning ascribed to it under Data Protection Legislation, and for the purposes of this Agreement shall also include special categories of personal data, where necessary.

Appropriate technical and organisational measures means the technical and organisational measures referenced at Article 32, GDPR.

Data Protection Legislation (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation) ("GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to (i) or (ii), including the UK's Data Protection Act, 2018 (in each case as superseded, amended or replaced) and (iv) any other national law(s) that replace or replicate the GDPR in the event of the United Kingdom's departure from the European Union.

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, including members of the Council and Committees of the General Osteopathic Council

- 7.2. The Parties acknowledge and agree that with regard to collecting and processing personal data for the Agreed Purposes, each shall act as an independent controller, not act as a joint controller with the other Party.
- 7.3 Personal data processed for the Agreed Purposes shall be confined to the following categories:
 - 7.3.1 *Current and former students* – personal details, admissions information, academic attainment, fitness to practise (including issues relating to health and character), and feedback and complaints.
 - 7.3.2 *Current and former staff of academic institutions (including any individual contracted but not employed by an institution)* – personal details, employment history, academic and other qualifications, and feedback and complaints.
 - 7.3.3 *Patients* (where their treatment or care took place within the auspices of a programme provided by an academic institution) – personal details, and feedback and complaints.
- 7.4 Each party shall comply with its obligations under Data Protection Legislation, and this section 7 of this Agreement, when processing personal data. Neither party shall be responsible for the other party's compliance with Data Protection Legislation. Each party shall have all necessary consents from data subjects (or other lawful grounds) required under Data Protection Legislation to disclose the personal data to the other party in accordance with this Agreement.
- 7.5 Each party shall:
 - 7.5.1 process the personal data only for Agreed Purposes, in accordance with the consents given by the data subjects or other appropriate lawful basis for processing, as otherwise permitted under Data Protection Legislation.

- 7.5.2 consult with the other party about any notices given to data subjects in relation to the personal data;
- 7.5.3 be individually responsible for ensuring that its processing of personal data is lawful, fair and transparent, and shall make available to data subjects a privacy notice that fulfils the requirements of Data Protection Legislation
- 7.5.4 ensure that all Permitted Recipients are subject to written contractual confidentiality obligations concerning the personal data
- 7.5.5 ensure that it has in place appropriate technical and organisational measures, pursuant to Article 32 GDPR;
- 7.5.6 not transfer any personal data received from the other party outside the EEA unless the transferor:
- 7.5.7 ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 7.6 Each party shall cooperate with one another with regards to data subject rights and shall:
 - 7.6.1 promptly inform the other party about the receipt of any data subject access request (including its rights of access, correction, objection, erasure and data portability, as applicable) and any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the personal data; (collectively, "**Correspondence**") then, where such Correspondence relates (or also relates) to processing conducted by the other party, it shall promptly inform the other party and the parties shall cooperate in good faith (at the cost of the other party) as necessary to respond to such Correspondence and fulfil their respective obligations under Data Protection Legislation;
 - 7.6.2 maintain complete and accurate records and information to demonstrate its compliance with this clause 7; and
 - 7.6.3 provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation
- 7.7 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)

and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 9.

8. Freedom of Information

- 8.1 In this Clause, "information" has the meaning ascribed to it in section 84 of the Freedom of Information Act 2000 ("FOIA"); "Request for Information" has the meaning ascribed to it under section 8 of the FOIA, or any apparent request under the FOIA or the Environmental Information Regulations ("EIR").
- 8.2 Both parties acknowledge that GOsC is subject to the requirements of the FOIA and the EIR and that the Contractor is committed to meeting the same openness and accountability and agrees to mutually assist and co-operate with each other to comply with these information disclosure requirements, and to enable each other to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the EIR.
- 8.3 Both parties acknowledge that the party receiving the Request for Information shall be responsible for determining, at its absolute discretion, whether any Information:-
 - 8.3.1 Is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or
 - 8.3.2 Is to be disclosed in response to a Request for Information.
- 8.4 Each party acknowledges that the other may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. Each party may at its discretion consult the other with regard to whether the FOIA applied to the Information and whether an exemption applies.
- 8.5 Both parties shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure

and shall permit the other party to inspect such records as requested from time to time.

- 8.6 The Contractor shall comply with the GOsC's policy in relation to complaints available at: <http://www.osteopathy.org.uk/news-and-resources/document-library/our-work/making-a-complaint-about-the-gosc/> .

9. Limit of Liability

- 9.1 Except in the case of death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the total liability of each Party (the "Liable Party") to the other Party whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with this Agreement:
- 9.1.1 In respect of physical damage to property caused by the negligence of the Liable Party shall not exceed the sum of £10,000; and
- 9.1.2 In respect of any other loss or damage, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £500,000.
- 9.2 If the limitation in sub-paragraph (9.1.2) above is adjudged to be unreasonable in the circumstances the limit of the Liable Party's liability shall be increased to the amount the Liable Party can recover from its insurer for such loss, damage, costs or expenses.
- 9.3 For the purposes of Clause 9.1 above, any number of acts or omissions whether successive or concurrent which together result in or contribute to substantially the same loss or damage shall be treated as one act or omission.
- 9.4 The payments due under this Agreement have been negotiated and agreed on the basis that each party may limit its liability to the other Party as set out in this Agreement and each Party confirms that it will itself bear or insure against any loss for which the other party has limited or excluded its liability under this Agreement.
- 9.5 The rights to terminate this agreement given by Clause 6.5 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned or any other breach.
- 9.6 Any dispute as to the existence of a breach or the severity of the breach of this agreement, shall be determined in accordance with Clause 10.

- 9.7 The total liability or amount of indemnity provided by the Contractor under this agreement shall not, insofar as legally possible, extend to indirect or consequential losses of any nature and shall not, in aggregate, exceed the total amount received by the Contractor under this Agreement.

10. Dispute resolution

- 10.1 In the event of a disagreement on any aspect of the development or implementation of the methods and processes referred to herein, either Party may, by written notice, require the other to attend a meeting to discuss the disagreement.
- 10.2 Unless otherwise agreed, such meeting shall take place:
- 10.2.1 At the premises of the Party seeking the meeting;
- 10.2.2 At a time specified in the notice;
- 10.2.3 On a date specified in the notice, but not less than 14 days after the date of service of the notice, unless otherwise agreed by the Parties.
- 10.3 If the Parties fail to resolve the disagreement, either Party may refer the matter to a single arbitrator.
- 10.4 The parties shall agree the identity of the arbitrator, of failing such agreement shall request the President of the Royal Society of Arbitrators to recommend an arbitrator, which recommendation shall be binding upon the parties.
- 10.5 The parties shall be bound by the decision of the arbitrator.
- 10.6 The costs of the arbitration shall be apportioned by the arbitrator.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights in the results, documents, reports and other materials prepared by the Contractor in connection with the project shall become the property of the GOsC on payment for each of the deliverables set out in the Financial Schedule attached as Annex B to this Agreement.
- 11.2 Notwithstanding the provisions of 11.1, the Contractor may, on completion of all the deliverables set out in the Financial Schedule (or sooner if the GOsC consents) republish the results, documents, reports and other materials prepared by the Contractor, provided permission to do so has been obtained in advance from the GOsC.

12. Sub Contracting

12.1 The Contractor may not without the prior written consent of the GOsC assign or subcontract any right or obligation under this Agreement, in whole or in part.

13. Law and Jurisdiction

13.1 This Agreement is to be interpreted in accordance with and governed by English law governs this agreement and the English courts will have exclusive jurisdiction to hear any disputes arising from the Agreement.

13.2 If any part or any provision of this Agreement proves invalid or unenforceable in law, the remainder of such provision and all other provisions of the Agreement will remain valid and enforceable to the fullest extent permissible by law, and such provision will be deemed to be omitted from this Agreement to the extent of the invalidity or unenforceability. The remainder of this Agreement will continue in full force and effect and the Parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

Signed on behalf of the GOsC by

Signature:

Name:

Date:

Signed by the xxx (the Contractor)

Signature:.....

Name:.....

Date:

Annex A – Specification

See Appendix 1 to the Invitation to Tender

DRAFT – provided for illustrative purposes only. Contents may be subject to change prior to contracts being agreed.

Activity	Target date for deliverables	yr1	yr2	yr3	yr4	yr5	Unit cost/ cost per annum	yr1	yr2	yr3	yr4	yr5	Total yr 1-3	Total yr 4-5
	Annual refresher training by November 2021	0	1	0	0	0	xxx	-	-	xxx			xxx	
	Visitor Performance / appraisal by 2021 and 2022, 2023 and 2024	15	15	15	15	0	xxx	-	xxx	xxx	xxx	xxx	xxx	
	Recruitment by July 2023			1			xxx				xxx			
	Annual refresher training by September 2022			1							xxx			
	Annual refresher training by November 2023				1							xxx		

DRAFT – provided for illustrative purposes only. Contents may be subject to change prior to contracts being agreed.

Activity	Target date for deliverables	yr1	yr2	yr3	yr4	yr5	Unit cost/ cost per annum	yr1	yr2	yr3	yr4	yr5	Total yr 1-3	Total yr 4-5
	Annual refresher training for November 2024				1									
Annual report analysis	By January 2021, by January 2022, by January 2023,	1	1	1			Year 1 xxx Year 2 xxx Year 3 xxx	xxx	xxx	xxx			xxx	
	By January 2024, by January 2025				1	1	Year 4 xxx Year 5 xxx				xxx	xxx		
Contract evaluation report - biennial self evaluation	By June 2021	0	1	0			xxx	-	xxx	-			xxx	
	By June 2023 and May 2025				1	1	Year 4 xxx Year 5 – xxx				xxx	xxx		
Contribution to the development	Contribution to evaluation; review of	1	0	0	0	0	xxx	-		xxx			xxx	

DRAFT – provided for illustrative purposes only. Contents may be subject to change prior to contracts being agreed.

Activity	Target date for deliverables	yr1	yr2	yr3	yr4	yr5	Unit cost/ cost per annum	yr1	yr2	yr3	yr4	yr5	Total yr 1-3	Total yr 4-5
Development and implementation of a New Quality Assurance Framework	handbooks by xxx													
	Engagement and consultation with Stakeholders by xxx	0	0	1	0	0	xxx	-		xxx			xxx	
Reviews (within the 'Existing Quality Assurance Framework') as known at the date of the Agreement (NB: Existing Quality Assurance Framework is the OPS 2019 plus the QA Handbook 2019).														
Initial recognition reviews	xxx	0	0	0			xxx	-	xxx	-			xxx	
Renewal of recognition reviews	xxx	2	0	0			xxx	-	xxx	xxx			xxx	
Unscheduled monitoring reviews	xxx	0	0	0			xxx	xxx	-	-			xxx	
Follow-up reviews of action plan		0	0	0			xxx	-	-	-			-	

DRAFT – provided for illustrative purposes only. Contents may be subject to change prior to contracts being agreed.

Activity	Target date for deliverables	yr1	yr2	yr3	yr4	yr5	Unit cost/ cost per annum	yr1	yr2	yr3	yr4	yr5	Total yr 1-3	Total yr 4-5
and/or conditions														
Reviews (within a 'New Quality Assurance Framework') as known at the date of the Agreement (The new OPS (published in September 2018 and coming into force in September 2019) and GOPRE and revised standards of education due to come into force from September 2021. New reviews should begin preparing for this after publication). This period commences from September 2021 onwards.														
Initial recognition reviews		0	0	0	0	0	xxx	-	-	-			-	
Renewal of recognition reviews	xxx	0	2	2	0	1	xxx	-	-	-	xxx	xxx	-	
Unscheduled monitoring reviews		0	0	0	0	0	xxx	-	-	-			-	
Follow-up reviews of action plan and/or conditions		0	0	0	0	0	xxx	-	-	-			-	

DRAFT – provided for illustrative purposes only. Contents may be subject to change prior to contracts being agreed.

Annex C

Example Operational timeline: as known at 11 December 2019 but will be subject to change

When	What (Review / visit activities are shown in italics)	Who	Notes
June 2020	Annual Report specification agreed	GOsC	
July 2020	Recruitment of Visitors		
Beginning June 2020 and concluding by September 2021	Contribution to the development and implementation of a New Quality Assurance Framework	Contractor and GOsC	Activity to be agreed with GOsC. Anticipated to include: operational support and implementation of GOPRE Guidance and Standards of Education and 'How to guides for each element including, for example cyclical visit, annual report, reporting of major changes, management of concerns) plus stakeholder engagement.
<i>October 2020</i>	<i>Institution 3 – Renewal of RQ (2 sites) Specification agreed by GOsC</i>	<i>GOsC</i>	
<i>October 2020</i>	<i>Institution 5 – Renewal of RQ Specification agreed by GOsC</i>	<i>GOsC</i>	
November 2020	Training and appraisal of Visitors	Contractor	Training of visitors will need to be adjusted to suit the visit timetable. Appraisals usually take place early in the new year once visits have been completed.

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December 2020	Completed annual reports due in	GOsC	
January 2021	Annual Report analysis due to be sent to GOsC	Contractor	Annual reports received in December and analysis due for January
<i>January / February 2021</i>	<i>Institution 5 – Renewal of RQ review commences</i>	<i>Contractor</i>	
<i>February 2021</i>	<i>Institution 3 – Renewal of RQ (2 sites) review commences</i>	<i>Contractor</i>	
<i>March / April 2021</i>	<i>Institution 5 – Renewal of RQ Visit</i>	<i>Contractor</i>	
<i>April 2021</i>	<i>Institution 3 – Renewal of RQ (2 sites) Visit</i>	<i>Contractor</i>	
<i>May 2021</i>	<i>Institution 5 – Renewal of RQ Delivery of Report to GOsC following comments</i>	<i>Contractor</i>	
June 2021	Delivery of first contract evaluation report at the conclusion of Year 1	Contractor	
June 2021	Annual Report specification agreed	GOsC	
<i>June 2021</i>	<i>Institution 3 – Renewal of RQ Delivery of Report to GOsC following comments</i>	<i>Contractor</i>	
<i>October 2021</i>	<i>Institution 2 – Renewal of RQ specification agreed by GOsC</i>	<i>GOsC</i>	
November 2021	Training and appraisal of Visitors	Contractor	Training of visitors will need to be adjusted to suit the visit timetable. Appraisals usually take place early in the new year once visits have been completed.
December 2021	Completed annual reports due in	GOsC	
January 2022	Annual Report analysis due to be sent to GOsC	Contractor	Annual reports received in December and analysis due for January
<i>February 2022</i>	<i>Institution 7 – Renewal of RQ Specification agreed by GOsC</i>	<i>GOsC</i>	
<i>March 2022</i>	<i>Institution 2 – Renewal of RQ review commences</i>	<i>Contractor</i>	

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<i>April 2022</i>	<i>Institution 2 – Renewal of RQ visit</i>	<i>Contractor</i>	
June 2022	Annual Report specification agreed	GOsC	June 2021
<i>June 2022</i>	<i>Institution 2 – Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
<i>August 2022</i>	<i>Institution 7 – Renewal of RQ review commences</i>		
September 2022	Training and appraisal of Visitors	Contractor	Training of visitors will need to be adjusted to suit the visit timetable. Appraisals usually take place early in the new year once visits have been completed.
<i>October 2022</i>	<i>Institution 4 – Renewal of RQ specification agreed by GOsC</i>	<i>GOsC</i>	
<i>October 2022</i>	<i>Institution 7 – Renewal of RQ visit</i>	<i>Contractor</i>	
<i>December 2022</i>	<i>Institution 7 – Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
December 2022	Completed annual reports due in	GOsC	
January 2023	Annual Report analysis due to be sent to GOsC	Contractor	Annual reports received in December and analysis due for January
<i>February 2023</i>	<i>Institution 4 – Renewal of RQ review commences</i>	<i>Contractor</i>	
<i>February 2023</i>	<i>Institution 8 – Renewal of RQ Specification agreed by GOsC</i>	<i>GOsC</i>	
<i>March 2023</i>	<i>Institution 1 – Renewal of RQ specification agreed by GOsC</i>	<i>GOsC</i>	
<i>April 2023</i>	<i>Institution 4 – Renewal of RQ visit</i>	<i>Contractor</i>	
May 2023	Recruitment / refreshing of Visitors	Contractor	If needed
June 2023	Annual Report specification agreed	GOsC	
<i>June 2023</i>	<i>Institution 4 – Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
June 2023	Delivery of second contract evaluation report at the conclusion of year 3		

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<i>September 2023</i>	<i>Institution 1 – Renewal of RQ Review commences</i>	<i>Contractor</i>	
<i>September 2023</i>	<i>Institution 8 – Renewal of RQ commences</i>	<i>Contractor</i>	
September 2023	Training and appraisal of Visitors	Contractor	Training of visitors will need to be adjusted to suit the visit timetable. Appraisals usually take place early in the new year once visits have been completed.
<i>November 2023</i>	<i>Institution 1 – Renewal of RQ Visit</i>	<i>Contractor</i>	<i>Annual reports received in December for delivery in January</i>
<i>November 2023</i>	<i>Institution 8 – Renewal of RQ Visit</i>	<i>Contractor</i>	
December 2023	Completed annual reports due in	GOsC	
January 2024	Annual Report analysis due to be sent to GOsC	Contractor	Annual reports received in December and analysis due for January
<i>January 2024</i>	<i>Institution 1 – Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
<i>January 2024</i>	<i>Institution 8 – Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
<i>February 2024</i>	<i>Institution 9 – Renewal of RQ Specification agreed by GOsC</i>	<i>GOsC</i>	
June 2024	Annual Report specification agreed	GOsC	
November 2024	Training and appraisal of Visitors	Contractor	Training of visitors will need to be adjusted to suit the visit timetable. Appraisals usually take place early in the new year once visits have been completed.
<i>November 2024</i>	<i>Institution 9 – Renewal of RQ Review commences</i>	<i>Contractor</i>	
December 2024	Completed annual reports due in	GOsC	

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January 2025	Annual Report analysis due to be sent to GOsC	Contractor	Annual reports received in December and analysis due for January
<i>January 2025</i>	<i>Institution 9 Renewal of RQ Visit commences</i>	<i>Contractor</i>	
<i>March 2025</i>	<i>Institution 9 Renewal of RQ Delivery of Report to GOsC (following comments)</i>	<i>Contractor</i>	
May / June 2025	Delivery of final contract evaluation report at conclusion of contract (including focus groups)	Contractor	

Appendix 3 – Statement of compliance

Name of Tenderer:

Date of Submission:

Requirement	Completed (please tick)	If not completed, please submit an explanation
1. Executive Summary		
2. Operational proposal (including):		
a. Overall project management and relationship management		
b. Maintaining a pool of Visitors		
c. Initial recognition reviews		
d. Renewal of recognition reviews		
e. Unscheduled monitoring reviews		
f. Follow-up reviews of action plan and/or conditions		
g. Annual Report Analysis		
h. Performance evaluation report		
i. Development of new quality assurance framework		
3. Staff qualifications and experience		
4. Differentiating features		
5. Cost of services		
6. Signed declaration		

