



AN RIALTÓIR CÓGAISÍOCHTA
THE PHARMACY REGULATOR

INVITATION TO TENDER

Award of a Contract for	Provision of the Outsourced Management and Operation of the Irish Institute of Pharmacy
Procedure	Competitive Procedure with negotiation
eTenders RFT ID	RFT 120609 - 2017-003
OJEU Ref	2017/S 127-259018
Issue Date	5th October 2017
Closing Date for Queries	Close of business, Monday, 23rd October 2017
Contact for Queries	Eileen Troy at procurement@psi.ie
Closing Date / Time for receipt of Tenders	Thursday, 2nd November 2017, at 17.00 hours

Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. Summary

Contracting Authority:	The Pharmaceutical Society of Ireland
Nature of procurement:	Provision of the Outsourced Management and Operation of the Irish Institute of Pharmacy
Type:	Service
Procedure:	Competitive Procedure with negotiation The Contracting Authority is utilising the EU Competitive Procedure with negotiation procedure of European Council Directive 2014/24/EU
Stage in procedure:	This is the second stage of this competitive procedure with negotiation whereby parties who have been deemed qualified on foot of their Expression of Interest may submit a Tender

The Competitive Procedure with Negotiation

This procurement relates to a Title III service in accordance with Directive 2014/24/EU. In that regard, the Contracting Authority considers that the most suitable procedure to be employed in the award of

the contract is that of the Competitive procedure with Negotiation as set out under Article 29 of Directive 2014/24/EU.

Following receipt of tenders, the Contracting Authority will engage in negotiations with selected tenderers. Such negotiation meetings will concern technical, commercial and any other relevant elements of tenders and will conclude with an invitation to selected tenderers to submit “best and final offers”.

At its absolute discretion, the Contracting Authority reserves the right to award the contract strictly on foot of the original tenders and to dispense entirely with the option of negotiations with tenderers should it consider this to be appropriate.

3. About the Contracting Authority

The Pharmaceutical Society of Ireland (PSI) is the pharmacy regulator with responsibility to safeguard public health and safety by regulating pharmacists and pharmacies. The PSI is an independent statutory body established under the Pharmacy Act 2007 and is an agency of the Department of Health.

The PSI is governed by a 21-member Council that is made up of pharmacist and non-pharmacist members appointed by the Minister for Health. The PSI President is Chair of the Council, public representative and nominated spokesperson of the Council and organisation as a whole. The Council is responsible for ensuring the delivery of the functions of the PSI. These include:

- registration of pharmacists and pharmacies;
- setting of standards for pharmacy education and training at undergraduate and postgraduate levels, including ensuring that all pharmacists are undertaking appropriate continuing professional development (CPD);
- quality assurance of standards in pharmacy practice and supporting the development of pharmacy practice for the benefit of patients and the wider health system;
- regulatory functions including inspection and enforcement, handling complaints and disciplinary matters, including the imposition of sanctions and taking prosecutions;
- provision of advice to the Government on pharmacy matters in Ireland.

The PSI regulates the professional practice of approx. 5,900 pharmacists, 360 pharmaceutical assistants and 1,900 pharmacies.

The work of the PSI is supported by Advisory Committees of the Council, as well as three Statutory Committees with responsibilities in relation to complaints and fitness to practise matters. An executive staff at the PSI office in Dublin support the work of the Council under the leadership of the Registrar/CEO.

CPD Framework

Under the Pharmacy Act 2007, the PSI is required 'to ensure that pharmacists undertake appropriate continuing professional development including the acquisition of specialisation.' The PSI's CPD framework is a portfolio-based self-reflective model which was developed following an International Review of CPD Models commissioned by PSI in 2009. See more at <http://www.thepsi.ie/gns/education/CPD.aspx>

3.1 About The Irish Institute of Pharmacy (IIOP)

The final report on the International Review of CPD Models recommended the establishment of an Institute of Pharmacy, as the most appropriate structure to oversee the CPD system on behalf of the Council of the PSI. The Irish Institute of Pharmacy (IIOP) was established by the PSI in 2012 in order to deliver a CPD system for Pharmacists as described. The "IIOP" is the name under which the Service Provider will deliver the suite of services as required by the PSI.

The primary purpose of the Institute is to oversee the management and support mechanisms for CPD and the commissioning of required education and training programmes in line with national policy and evolving healthcare needs. The Institute also assures the quality of a multiple training

provider system, and contributes to the development of pharmacy practice in line with international best practice and evolving healthcare needs.

The main **functions** of the IIOOP are as follows:

➤ Provision of a Multi-Provider Training System

A multi-provider training system is in place where the Institute of Pharmacy has overall responsibility for the management of the delivery system rather than directly delivering training activities itself. It commissions or recognises the activities developed and delivered by other appropriate agents. The system is designed to ensure a balance of CPD opportunities is available (including specialist opportunities) meeting the needs of pharmacists working in different settings.

➤ Provision of an ePortfolio System

To enable pharmacists to record, evaluate and demonstrate their professional development, an online 'learning portfolio' was developed. This is called the "ePortfolio" and it functions as a structured template for pharmacists to assess their learning needs and track the fulfillment of their individual outcomes-based learning plan. The ePortfolio can also be used by pharmacists as a guide to evaluate and reflect on their learning activities and to document their professional development. The ePortfolio was disseminated to the profession in 2015 and its roll-out is ongoing since the formal commencement of the statutory rules underpinning the CPD system on 1 January 2016 ([see SI No 553 of 2015](#)).

➤ Quality Assurance

The system for the quality assurance of CPD activities has been developed based on the approach that has been used by the pharmacy profession in Ontario, Canada. The quality assurance (QA) system comprises two distinct stages:

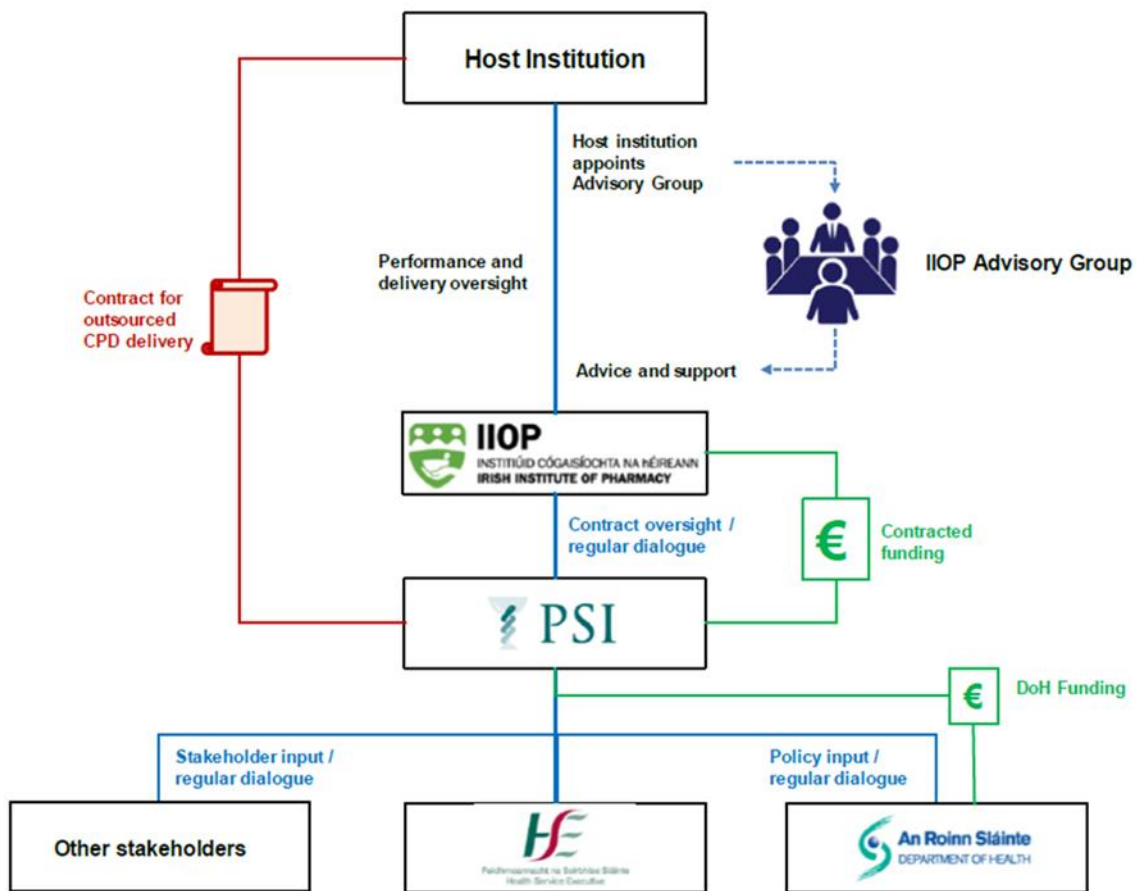
- (i) the CPD ePortfolio Review System – the submission of a CPD report once every five years; and
- (ii) the CPD Practice Review process for patient-facing pharmacists.

The intention is that c. twenty per cent of the Register of Pharmacists will annually submit to a validation by the Institute of their engagement on an ongoing basis with CPD. The ePortfolio review system examines the development and maintenance of competencies in line with the Core Competency Framework for Pharmacists (approved by Council of the PSI in March 2012). In addition to the CPD ePortfolio review system, a percentage of the Register will annually be required to undergo a Practice Review, i.e. the peer-developed practice review process which recreates patient facing scenarios to assess competency along with other assessment methods. Both stages of the QA system have been set on a statutory footing in SI 553 of 2015. A number of pharmacists were called in August 2016 to submit their CPD reports (via the ePortfolio) to the IIOOP with the first review process concluding in May 2017. A practice review pilot was carried out in 2016/2017, with the first round of practice reviews due to be carried out in 2018.

3.2 Required Governance Structure

The service provider will be responsible, in partnership with the contracting authority, for ensuring that the governance systems and models proposed in the ITT are instituted and embedded in the functioning of the outsourced arrangement and that these support the ongoing operation of the IIOF.

Following a review of the outsourcing arrangement in place for the IIOF undertaken in 2017, the required governance structure model for the future iteration of this contracted service is as follows:



The service provider will be responsible for the establishment and operation of an Advisory Group comprising individuals holding appropriate expertise and leadership roles in pharmacy, the health system and management roles.

The Advisory Group is to be appointed by the host organisation and should consist of approx. six or seven individuals whose prime responsibility would be to advise on the annual work programme, review and advise on performance and financial matters, and generally advise the Executive Director on relevant matters pertaining to the execution of the work plan and achievement of performance

targets. This body would be advisory in nature and would not perform any executive role. The Advisory Group should be appointed for a period of three years with an option to extend for a further two years.

The suggested membership of the Advisory Group should be an independent Chair, one or more representatives of the host organisation, two or three representatives of the pharmacy profession and one or two independent persons with relevant business experience (e.g. accountancy or the legal profession). The appointment of Advisory Group members should be based on a competency framework to ensure the right balance of skills and expertise can be maintained.

The terms of reference for the Advisory Group should be drawn up by the IIOF / host institution and should be agreed with the PSI in advance of its commencement.

The Executive Director (ED) of the IIOF is responsible for the successful operation of the IIOF and is responsible for reporting on behalf of the IIOF. The ED will provide regular briefings to the PSI through the contractual arrangements agreed. The ED will also be responsible for liaising with the Advisory Group.

3.3 Funding

The overall maximum budget for funding of the service is €1.1 million annually consisting of:

- €500,000 from the PSI; and
- €600,000 from external funding sources (Department of Health)

subject to approval of the annual work programme, which comprises of Department of Health (DoH) Services and PSI Services, to be agreed each year in accordance with the Governance Framework outlined in Schedule 5 of the contract.

Funding for the remainder of the Term of the Services Contract will depend on the annual budget allocated by the PSI and the availability of other funding support from external sources.

Given the nature of the above funding, Tenderers will be expected to be flexible as to the timing and extent of Services provided. If funding is substantially less than expected in any given year of the Term, PSI will commensurately reduce the number of Services that it asks the successful Tenderer to perform. In other words, PSI do not guarantee either that all Services will be required during the Term or the timing of when they will be required.

3.4 Options for Contract

The contract will be for up to five (5) years subject to annual review, satisfactory performance, business needs and budgetary constraints. It is further envisaged that a mid-contract review will be carried out by the Contracting Authority prior to the end of year three (3) at which point the Contracting Authority will reserve the right to terminate or extend the contract.

4. Specification of Requirements

4.1 Detailed Specification of Requirements

The following categories of services are required to be provided by the Irish Institute of Pharmacy:

a) ePortfolio System

The Service Provider will be required to operate, continually monitor and improve the functionality of the ePortfolio system which enables pharmacists to record, evaluate and demonstrate their professional development.

This structured template used by pharmacists to track the fulfillment of their individual outcomes-based learning plan must be maintained, and functionally audited on an ongoing basis to support and inform development and any improvement or modification requirements. At a minimum the tenderer will be required to:

- Ensure the maintenance of the system over the contracted period, with due regard to IT infrastructure and functionality requirements.
- Review and develop functionality of the system on an annual basis, and detail how the outcomes will be reported to the contracting authority. Tenderers should include in their tender submission details of potential improved functionality over the lifetime of the contract.
- Provide and execute a detailed engagement plan specifically targeted at ePortfolio use, to include but not be limited to:
 - workshops/webinars explaining how to use the ePortfolio.
 - support mechanisms for pharmacists in using the ePortfolio.
 - query management plan to address queries on the ePortfolio in a timely manner
 - identification of non-engagement profiles and penetration plans to address relevant demographics in a tailored approach mechanism.

b) ePortfolio Review Process

The service provider will be responsible for ensuring the ongoing operation and quality improvement of the ePortfolio review process that will validate CPD engagement by pharmacists on an ongoing basis in line with the legislative requirements set out in S.I. 553 of 2015, Pharmaceutical Society of Ireland (Continuing Professional Development) Rules 2015 (The CPD Rules) and associated Guidelines as prescribed by the PSI Council.

At a minimum the tenderer will be required to:

- Maintain and manage the effective operation of the ePortfolio Review Process over the contracted period.
- Ensure that the IT infrastructure and functionality of the automated system facilitates the review of ePortfolio extracts in line with prescribed standards and operates in line with standards, policy and legislative requirements.
- Clearly articulate the operation of the ePortfolio review process to the profession.

-
- Monitor and measure the use of the system by pharmacists.
 - Provide statistical reports, including trend analysis, on a monthly basis to the PSI on the level of engagement, use and non-engagement against agreed KPI's.
 - Develop plans to continually improve uptake and engagement with the profession and implement these plans as required.
 - Appoint, support and train peer reviewers.
 - Set automated standards based on peer review in line with relevant PSI Council policy and communicate standards to the profession.
 - Manage the ePortfolio submission process to encompass at a minimum:
 - Communication to selected cohort throughout the review process (structured communicated pathway to deal with instances of non-engagement prior to referral to the PSI)
 - Management of peer review process
 - Development of training materials for peer reviewers
 - Development and communication of information tools/instructions/supporting materials for the profession
 - Communication of outcomes to selected pharmacists
 - Appeals process
 - Reporting to the PSI on the outcome of ePortfolio review process
 - Provision of support to pharmacists who, having being called to submit a report on CPD under Rule 11, do not meet the requisite standard.

The service provider must review the ePortfolio extracts of a random minimum 20% sample of the register of pharmacists on an annual basis. Projected sample sizes are as follows:

▪	Yr. 1	2017/2018	1300
▪	Yr. 2	2018/2019	1400
▪	Yr. 3	2019/2020	1400
▪	Yr. 4	2020/2021	1400
▪	Yr. 5	2021/2022	1400

c) Practice Review

The service provider will be required to oversee the peer-developed practice review process which recreates patient facing scenarios to assess competency, along with other assessment methods in line with the requirements set out in the CPD Rules and associated Guidelines as prescribed by the PSI Council. This will include (but is not limited to):

- Managing the Practice Review Process.
- Developing MCQs for Clinical Knowledge Review.
- Developing scenarios for Standardised Patient Interaction (SPI) Stations.
- Developing standards for the practice review.

The service provider must operate appropriate training mechanisms to allow peers to act as assessors during the process to include the following:

- Operate a process to appoint peer pharmacists to act as assessors.
- Provide training for appointed assessors.
- Develop and operationalise contingency plans should the cohort of required peer pharmacists not be available to participate in the process.

The service provider must continually assess and adapt the process to encompass best practice developments in this method of assessment. The IIOF will be required at a minimum to:

- Review assessment processes after every Practice Review cycle.
- Provide reports on assessment process annually.

The service provider must also work with PSI to develop the remedial process for pharmacists that do not demonstrate the defined competency standards and the process of referral when non-compliance with CPD requirements is evident. The IIOF will be required at a minimum to:

- Develop a remedial process which works with non-compliant pharmacists to address particular issues.
- Develop a process of referral.
- Communicate approved processes to the profession.

The service provider is also responsible for the effective communication of the practice review process to the profession, making clear the objectives and nature of the process, the role of peers in its development, benefits for the profession, basis for selection, expectations from participants and roll-out schedule. The IIOF will be required at a minimum to:

- Communicate to the profession the details of the practice review.
- Provide supporting materials to profession.
- Create mock SPIs to disseminate to profession.
- Provide sample MCQs to profession.
- Measure, monitor and report statistics in respect of engagement to encompass relevant agreed KPI's.

The Service Provider is required to provide an indication of the percentage of the Register that will be subject to Practice Review each year of the 5 years of the contract. The PSI require a minimum of 144 pharmacists to participate in Practice Review in 2018.

d) CPD Accreditation System

The service provider must manage a formal system of accreditation for CPD programmes, using standards set by the PSI. At a minimum the tenderer will be required to:

-
- Work in partnership with the PSI to develop and map clear processes and systems to underpin a streamlined approach to accreditation
 - Ensure a process for commissioning programmes is in place which is compliant with the PSI's accreditation standards for formal CPD programmes, and which also encompasses a flexible and adaptable approach having regard to the environment and system needs
 - Review and develop the operation of the system on a cyclical basis, and evaluate and institute any changes to enhance efficiencies in partnership with the contracting authority.
 - Conserve and enhance the efficiency of the multi-provider training model.

e) Programme of CPD Activities

The service provider will be responsible for continuing and expanding the current programme of CPD activities. At a minimum the service provider will be required to ensure that its activities in this regard encompasses:

- Commissioning of training provider organisations to deliver CPD programmes to meet the needs identified by the Department of Health, PSI and other key stakeholders, having due regard to the implementation of national clinical guidelines or other agreed protocols for safe and effective care by pharmacists.
- Carrying out research periodically into the training needs of pharmacists across all practice areas.
- Commissioning of training provider organisations to deliver activities to meet the CPD needs of pharmacists across all practice areas.
- Evaluating current commissioned training programmes and reaccreditation in circumstances where it is deemed to be appropriate to practitioner and system needs.
- Ongoing cost benefit analysis of the mechanism of course delivery in respect of all accredited courses.
- Establishing peer-related activities that can facilitate sharing of learning, building on buy-in and a higher level of engagement in CPD.
- Identifying and exploiting opportunities, and developing the roll-out of programmes of activity focused on inter-professional learning.

The Service Provider is required to deliver a minimum of 35 CPD training events per annum. These events are envisaged to be a mix of on-line training sessions and face to face/blended learning that will be agreed as part of the annual work programmes. The estimated annual notional requirements is split

- 60% online training sessions and
- 40% face to face/blended learning.

f) Pharmacy Practice Development

The service provider will be responsible for continuing and supporting the current ethos of the IIOP in the development of pharmacy practice in the State. At a minimum the tenderer will be required to ensure that its activities in this regard encompasses:

- Continuation of the engagement, information sharing and liaison role of the current iteration
- Promulgation of a partnership approach with the PSI and the wider health system to identify and action a specific number of pre-agreed pharmacy practice development requirements.
- Continuation and support of the information sharing and discussion facilities initiated.
- Ongoing national and international engagement and leadership activities such as contribution to international discussion fora, attendance and participation in conference and workshops supported by an annual plan.

g) Engagement Activities in the context of the Profession and Health System

The service provider will be responsible for ensuring the ongoing explanation and promotion of the CPD Model to the profession via a range of mechanisms and initiatives which may including initiatives such as

- Active engagement exercises
 - CPD Workshops
 - Roadshows (Practice Review)
 - Baseline and ongoing surveys to monitor engagement levels
 - Periodic assessment of the experience of the CPD model
- Active communication exercises
 - Newsletters
 - Website
 - Webinars
 - Helpdesk – no. of calls and query metrics and query trend analysis
- Production of an annual report
- Maintaining a network of Peer Support Pharmacists
- Management plan to enhance engagement – ePortfolio use
- Mediation process for competence issues.

4.2 General

4.2.1 Service Delivery

Tenderers shall provide the above categories of services in Section 4.1 (a-g) which:

- have in place suitable and appropriate third-party accreditation or internal quality systems
- comply with all Data Protection legislation, including the EU Directive on the Protection of Personal Data and provide details of the service provider's internal procedures for data protection.
- facilitate planned or random audits by the Contracting Authority's representatives
- include a suitable Business Continuity Plan
- include a Risk Management Plan and the on-going review of performance to mitigate risk.
- have contingency arrangements in place to readily provide the ability to scale up operations at peaks or take on additional work content
- provide management information (various types and formats) which is critical requirement for the operation of the service.

Tenderers should provide details of how their Quality Assurance systems will assist to deliver a quality service and include their proposed Business Continuity Plan and Risk Management Plan in their tender submission. Tenderers should note that on being awarded the tender, the successful service provider will receive an Exit Assistance document. Thereafter, the Exit Plan will be finalised subject to the approval of the PSI and that the Exit Plan will be attached as a Schedule to the Contract.

The above categories of service provision (a-g) will be assessed under Award Criterion A–Methodology for delivery of the service addressing the scope of service and tenderers should include a detailed submission of how they will comply with the required service provisions set out.

4.2.2 Project Plan

Tenderers are requested to submit as part of their submission a **Project plan to support the proposed Annual Work Programme for year one (1)**. This Project plan will support and facilitate the proposed Annual Work Programme outlining key actions, deliverables and timelines for both mobilisation and on-going operation of the services as described above over the first year of the contract.

The proposed Project Plan for Annual Work Programme (Year 1) submitted by tenderers will be assessed under Award Criterion B–Project Plan for Annual Work Programme (Year 1).

4.2.3 Team Proposed

a) Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the PSI;
- Meet as and when required to review the relationship and examine performance;
- Deal with issues, disputes, complaints or concerns to ensure swift resolution;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the PSI ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

b) Operational Team

The Contracting Authority requires tenderers to identify a competent management and operational team to service their requirements.

This team must include the nominated account manager as detailed in a) above.

Note: Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the prior written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

The tenderers must complete **Appendix 3 – Resource Allocation Table**, setting out the proposed team and attaching CV's which describe specialist knowledge and expertise including knowledge and expertise related to the individual nominated role for delivering the PSI's stated categories of services.

The total team proposed by tenderers will be assessed under Award Criterion C– Technical Merit of Team Proposed

4.2.4 Service Level Agreement

Supplier performance will be continually monitored over the term of the contract using a formal Service Level Agreement (SLA). The format will be agreed between the Contracting Authority and the service provider. The SLA and agreed Key Performance Indicators will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the service provider. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Tenderers are required to provide a proposed draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

The draft SLA provided should also:

- provide samples of the management reports to the Contracting Authority you propose to employ for this project, in line with our requirements detailed below.
- set out how you would communicate with other relevant stakeholders and the Contracting Authority's Finance unit;
- detail your standard response times to requests received from the Contracting Authority, including your approach to urgent queries. This should also give an indication of the approximate length of time for projects based on various research methods.
- detail how it will deliver on the invoicing requirements as per requirements detailed in 4.3 below.

The tenderer will be required to ensure availability to participate in regular contract management meetings with the PSI encompassing the preparation of quarterly performance reports. These will include a requirement for the preparation of performance and financial information including:

- Quarterly performance reports on progress against the work programme.
- Quarterly management accounts showing expenditure against agreed programme. Costs to be broken down at a minimum by format detailed in tendered pricing schedule.

The proposed Draft Service Level Agreement submitted by tenderers will be assessed under Award Criterion D– Service Level Agreement.

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer prior to the execution of the Contract.

4.3 Invoicing requirements

Submission of invoices for payment will be in accordance with an agreed drawdown timelines.

a) PSI funding stream

Invoicing to the PSI in relation to the PSI Fixed Fee will be on a milestone basis in accordance with the agreed Annual work Programme. All invoices issued to the PSI relating to PSI Fixed Fee will contain reference to the applicable specific milestone acceptance criteria.

b) DOH funding stream

Invoicing to the PSI in relation to the DoH Funding will be invoiced to the PSI based on service delivery as detailed in agreed the Annual Work Programme. Invoicing for key deliverables as defined in the Annual Work Programme will be on a cost recovery basis. All invoices issued to the PSI related to DoH Funding will contain reference to the specific deliverable with which the spend is associated. These invoicing arrangements are based on current arrangement in place and agreed with DOH. They may be subject to change in line with changing funding conditions and with agreement with service provider.

4.4 Cost / Pricing

Fixed Price Proposal

The PSI is requesting a fixed fee proposal for performance of the Services during the initial three (3) years of the contract. The fixed cost submitted shall be **inclusive** of all expenses and **inclusive** of VAT.

Hourly Rates

Tenderers are asked to include an Hourly Rate for core categories of staff (as per Appendix 3) which will apply in the case of Additional Services not included within the Scope of Services.

Please complete Appendix 2 and Appendix 2A in respect of your financial proposal.

4.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised, at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.6 Security Policy

The successful tenderer will be required to have in place relevant procedures (in respect of both physical constraints and IT systems) to ensure that information held by the successful tenderer regarding the service provided to the Contracting Authority is inaccessible to non-authorized persons

4.7 Data Protection

The Service Provider must at all times comply with their obligations under Data Protection Legislation and adhere to the provisions set out in Clause 28 and Schedule 11 (Data Protection) of the draft contract.

5. Award Criteria

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The contract will be awarded on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Methodology for delivery of the service addressing the scope of services	25%	2,500	1,250
<p><i>Tenderers should provide information to enable the Contracting Authority to assess their offer under this criterion addressing all of the detailed service delivery requirements set out in Section 4- Specification of Requirements</i></p> <p>This criterion will be evaluated based on the totality of the Tenderer's response</p>				
B	Project Plan	15%	1500	750
<p><i>Tenderers should indicate proposed project plan for mobilisation/operation of the service for the first year of the operation of the contract.</i></p>				
C	Technical Merit of Team Proposed	25%	2500	1250
<p><i>Tenderers should provide comprehensive information on the team proposed clearly indicating each team member's contribution to the project, their precise roles and responsibilities and time commitment. In addition, comprehensive CVs must be provided demonstrating each team members expertise for the role proposed. Tenderers must complete Appendix 3- Resource Allocation Schedule.</i></p>				
D	Service Level Agreement	10%	1,000	500
<p><i>Tenderers are required to provide a proposed Draft Service Level Agreement (SLA) for the Contracting Authority (refer to Section 4.2.4 for details)</i></p> <p>This criterion will be evaluated based on the totality of the Tenderer's response</p>				
E	Ultimate Cost to the Contracting Authority	25%	2,500	n/a
<p><i>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 2)</i></p>				

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (A) to (D) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

90 – 100%	Outstanding
80 – 89%	Excellent
70 – 79%	Very good
60 – 69%	Good
50 – 59%	Acceptable
Less than 50%	Unacceptable

It should be clarified, however, that a tenderer may be awarded any score between 0 and 100% under criterion (A) to (D).

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	2,500
Formula employed	$\frac{2,500 \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract may be subject to attendance at a negotiation meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

Applicants are required to submit their tender by **2nd November 2017 at 17.00 hours (Irish time)**. **Three (3) hard copies and one (1) read only soft copy** of the application must be submitted by either post or hand delivery in a sealed envelope using the following label as a template:

<p style="text-align: center;">Invitation to tender enclosed</p> <p>Re: Provision of the Outsourced Management and Operation of the Irish Institute of Pharmacy</p> <p>Ref:</p> <p>Submission Deadline: 2nd November 2017 at 17.00 hours (Irish time)</p> <p>Delivery to: Attention: Eileen Troy PSI PSI House Fenian Street Dublin 2</p>

Applications that are received late or via other means WILL NOT be considered in this public procurement competition

(b) Queries

All queries regarding this tender should be emailed to procurement@psi.ie for the attention of Eileen Troy. The closing date for receipt of queries is **close of business on Monday 23rd October 2017**. Queries should be in question format and submitted by email only.

Responses to queries will be circulated via email only. For the purpose of circulating responses, queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via email in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via email no later than six days before the original closing date.

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted by either post or hand delivery in a sealed envelope using the label at (a) above as a template before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2 to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

(i) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(j) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

(k) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be inclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions)

Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(l) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(m) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(n) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(o) Tax Clearance

It will be a condition of award of this contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax

Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract.

(p) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(q) Dignity at Work

The successful tenderer shall comply with all relevant legislation relating to dignity at work. As a public body and employer the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(r) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

(s) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(t) Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(u) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(v) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- When establishing frameworks with or without an initial contract
 - a) Appointment to Framework and Letter of Intent (initial contract)
 - b) Appointment to Framework only [for multi-supplier frameworks only]
 - c) Letter of Regret

The letters referred to in (a), (b) and (c) above shall be issued at the same time.

- When awarding contracts only
 - a) Award of Contract
 - b) Letter of Regret

In the case of National value contracts the Contracting Authority will issue a Letter of Regret with the name of the winning tenderer and the scores of the tenderer and the winning tenderer.

In the case of EU value contracts the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of the winning tender. The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(w) Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(x) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(y) Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(z) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer)

(aa) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words “or equivalent”.

(bb) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(cc) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the contract / procurement process.

(dd) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(ee) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied and services provided to it are accessible to persons with disabilities.

(ff) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(gg) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(hh) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(ii) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

APPENDIX 2 – FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	The Contracting Authority
From:	
Re:	

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

FEE	Total Fee proposed (Including VAT)
Proposed Total Fee for Year 1 to 3 <i>(To include all expenses and VAT).</i>	€ 0.00
Detailed breakdown of costs is attached in Appendix 2A – Excel Work:	YES

I/We confirm that I/we

- Have quoted tendered rates which are inclusive of VAT and out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Will keep this offer for the contract open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the first 3 years of the contract,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client’s requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent negotiations as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded

- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the contract,
- Have included all elements necessary for the performance of the specified services, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

APPENDIX 2A – DETAILED COSTINGS (Excel Workbook)

Please refer to attached Excel Workbook

APPENDIX 3 – RESOURCE ALLOCATION SCHEDULE

[Tenderers are permitted to add lines for additional project personnel]

Name of Tenderer:		
Role	Personnel Involved <i>(please name)</i>	CV's attached
Nominated Account Manager		
Operations Manager		
Lead(s) Knowledge Led Services		
Lead(s) IT & Learning Technology Support		
Other		

Tenderers must guarantee that the above personnel shall be fully available or that any proposed change to the above allocation will be agreed in writing with the Contracting Authority. Where a given staff member is not able to do the work indicated, the tenderer must provide a substitute of similar qualifications and experience who is acceptable to the Contracting Authority.

APPENDIX 4 – THE CONTRACTING AUTHORITY TERMS AND CONDITIONS OF CONTRACT

Please refer to PDF attachment

APPENDIX 5 – TENDERER’S DECLARATION RE. ACQUIRED RIGHTS

Contracting Authority: Pharmaceutical Society of Ireland (PSI)

Competition: Tender for provision of the Outsourced Management and Operation of the Irish Institute of Pharmacy

From: _____

All Tenderers	Yes	No
I/We confirm that I/we fully and unreservedly commit to applying in full the terms of the Charter on Incorporating Acquired Rights (TUPE) into Contract Award Procedures (July 2010) as contained in Appendix 6 of the Invitation to Tender Document.		
I/We undertake to comply fully with the provisions of Council Directive 2001/23/EC on the approximation of laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business, as implemented in Irish law by Statutory Instrument SI No. 131 of 2003 European Communities (Protection of Employees on Transfers of Undertakings) Regulations 2003 (hereinafter referred to as “the Regulations”).		
I/We acknowledge that the Contracting Authority will not be responsible for any of the Tenderer’s obligations under the Regulations.		
I/We acknowledge that, we shall have no recourse against the Contracting Authority with respect to any liabilities or obligations arising from the application of the Regulations.		
I/We acknowledge that, we shall indemnify and hold the Contract harmless against all claims, judgments, decrees, orders, awards, costs, liabilities and expenses howsoever arising by virtue of any failure by us to comply with its obligations under the Regulations.		

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER’S ORGANISATION

SIGNATURE		DATE	
NAME		TEL	
POSITION		EMAIL	

APPENDIX 6 – CHARTER ON INCORPORATING ACQUIRED RIGHTS (TUPE)

Please see attached document: Appendix 6 – Charter on Incorporating Acquired Rights (TUPE)