

ATTACHMENT 4b

FRAMEWORK AGREEMENT SPECIFICATION FINANCE SOLUTIONS

1. Introduction

- 1.1. The Framework Agreement is for the supply of financing solutions including the supply of operating and finance leases and loans.
- 1.2. Though this framework agreement NHS Supply Chain will offer customers the following options:
- 1.2.1. Operating and finance leases for single or multiple assets without maintenance where the customer has defined all the requirements. For example, a valid and in date final equipment quote and specification for all assets to be leased including the final capital value and any associated costs that are to be included.
 - 1.2.2. Operating and finance leases and loans for single or multiple assets with associated maintenance and/or enabling works, potentially as a part of a managed service where the customer has defined all the requirements. For example, a final equipment quote and specification for all assets to be leased including the final capital value and any associated costs that are to be included and a maintenance service contract quote and specification.
 - 1.2.3. Operating and finance leases and loans to finance a multi-year medical equipment replacement plan with associated maintenance and/or enabling works.

1.3. The Framework Agreement is for the following Lot:

Lot Number	Lot Title
1	Finance Solutions

- 1.4. Full technical specifications of the services awarded to the Framework Agreement (each a “**Technical Specification**” and together the “**Technical Specifications**”) must be made available to NHS Supply Chain on request during the term of the Framework Agreement.
- 1.4.1. Applicants must notify NHS Supply Chain immediately about any proposed changes to the Technical Specifications throughout the term of the Framework Agreement.
 - 1.4.2. If changes to the Technical Specification of any services awarded to the Framework Agreement mean that the services no longer meet the minimum requirements outlined in the Specification, NHS Supply Chain

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reserves the right to exclude that service and or product from the Framework Agreement.

1.4.3. NHS Supply Chain reserves the right to request evidence of compliance with the Specification throughout the term of the Framework Agreement.

1.5. Relevant standards and legislation which apply to the Framework Agreement (even if not stated) must be complied with by Applicants.

2. Requirements for all financiers through the framework

2.1. Communication service levels:

- 2.1.1. Nominate one account manager who will act as the central point of contact (for the financiers) in relation to the management of the Framework) including for the management of all communications with the Authority.
- 2.1.2. Provide the Authority with a minimum of one phone number and email address to manage and deal substantively with all enquiries.
- 2.1.3. Provide the Authority with a single postal office address (for the Financier) which will be used for the receipt of any hard copy leasing or loan related documentation (if any).
- 2.1.4. Allow for documents to be sent from NHSSC via DocuSign to the customer. NHSSC can provide audit certificates from DocuSign upon request.
- 2.1.5. Deliver, monitor performance and manage all services by providing all performance management information to the authority on a free of charge basis.
- 2.1.6. Upon request attend meetings with the authority to discuss activity on the Framework and resolve any performance issues and to do so on a free of charge basis.
- 2.1.7. The Financier must either take phone calls immediately upon receipt or provide an answering machine service so that a message can be left.
- 2.1.8. The Financier's phone number must be manned for a minimum of 8 hours between 8am and 6pm 5 days a week (Mon-Fri) excluding UK bank holidays.
- 2.1.9. If a telephone queuing system is used, callers must not be on hold for over 5 minutes from dialling the number or the call must be diverted to another member of staff or a message taking service.
- 2.1.10. Emails must be responded to within 24 hours of receipt. This response can be a holding response to enable an investigation to take place.
- 2.1.11. For any physical documentation sent to the Financier about the lease and/or loan Agreement, acknowledgement must be made by email to the Authority on the day of receipt. If physical documentation

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is received outside of core working hours it must be sent the next working day.

- 2.1.12. If, as a result of the Financier receiving any leasing and/or loan related paperwork (physical or electronic), the Financier needs to instruct the Authority (for example to initiate the next stage in the call off process) then the Financier must detail the next steps/instruct the Authority accordingly in the Financier's response.

3. Requirements for all financiers offering leasing solutions through the framework

3.1. The financiers on this framework must:

- 3.1.1. Provide indicative market lease rates to the Authority, on a bi-annual basis for the full range of available leasing products that are formally in the leasing providers catalogue. Financiers may decline to offer indicatives.
- 3.1.2. Provide indicative lease rates for leasing products upon request that are not in the leasing providers catalogue. Financiers may decline to offer indicatives providing sound reasoning is provided.
- 3.1.3. Provide operating and/or finance lease bids to the authority upon request, financiers may decline to offer bids.
- 3.1.4. If a requirement for pre-lease has been identified, financiers must provide their rate at which any/all prelease interest is charged and provide a worked example with figures provided by NHSSC.
- 3.1.5. Be responsible for checking the accuracy and return of the Lease Agreement (including schedules) to the Authority, ready for onward submission to the customer.
- 3.1.6. Provide the Authority and/or NHSSC with notification of lease expiry dates in accordance with the content of any customer requirement request.
- 3.1.7. Provide the Authority and/or NHSSC with any (or all) lease end notice periods upon request, on a free of charge basis.
- 3.1.8. Provide the customer with all relevant notification and end of lease options using the customer's defined point of contact or provide this information to NHSSC to distribute to the customer upon request.
- 3.1.9. Provide the Authority with a copy of the Financier's purchase order in relation to the equipment that has been purchased by the Financier within one week of issuing the purchase order to the supplier.
- 3.1.10. Keep the Authority informed of any available delivery dates for the equipment detailed within the lease where known to the customer and/or NHSSC, once delivered/invoiced (which ever becomes apparent sooner) the Financier must inform the Authority.
- 3.1.11. Provide the Authority with details of the end of lease options to allow the Authority to liaise with the customer.

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- 3.1.12. Inform the Authority as soon as the PIV notifications are issued to the customer and provide the Authority with a copy.
- 3.1.13. The Authority shall agree with the customer (and the Authority shall communicate with the Financier) a timescale for the Financier to provide the bid details. In respect of response deadlines the Financier shall provide a response to the Authority within the timeline that is communicated to the Financier, or their bid will not be considered.

4. Requirements for all financiers offering loan solutions through the framework

- 4.1. Through the framework customers will be offered the opportunity to finance medical and/or non-medical equipment, Services, maintenance and/or enabling works. Where this is offered by the Financier through a loan the following requirements must be met:
 - 4.1.1. Provide indicative market loan rates to the Authority.
 - 4.1.2. Provide loan bids to the Authority upon request, Financiers may decline to offer bids.
 - 4.1.3. Provide the Authority with notification of loan periods and due dates in accordance with the content of any customer requirement request.

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