**INVITATION TO TENDER (OPEN PROCEDURE)**

**SECTION A: INSTRUCTIONS AND INFORMATION**

## Liverpool Heart and Chest Hospital NHS Foundation Trust

## Invitation to tender for the Provision of Medical Consumable Products to Support Cardiac Procedures in a Cardiac Catheter Laboratory and Cardiac Theatres Setting

OJEU Contract Ref.

## Trust Tender Reference **T/0239**

## Deadline for Tenders to be received 12 Noon 12/01/2018

## **SECTION A – INSTRUCTIONS AND INFORMATION**

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1. INTRODUCTION AND BACKGROUND
   1. Liverpool Heart and Chest Hospital NHS Trust is issuing this invitation to tender ("**ITT**") in connection with the competitive procurement of Medical Consumable Products to Support Cardiac Procedures in a Cardiac Catheter Laboratory and Cardiac Theatres Setting .
   2. This ITT Section A contains further information about the procurement process.
   3. ITT Section B contains the questions that Bidders must complete. Each Bidder's response ("**Tender**") should be detailed enough to allow the Authority to make an informed award decision.
   4. All Tenders must be returned no later than the deadline for receipt of Tenders specified on the front cover of this ITT.
   5. Offers must be submitted in accordance with the documentation provided and comprise of:
   6. One fully priced set of documents on paper which should be signed in ink and marked as “Master Copy.”
   7. One identical fully priced set of virus-checked documents in electronic format on a USB memory device in Microsoft Word and Excel format only.
   8. All offers must be submitted in a plain sealed envelope bearing the address label embedded below. The envelope must **not** bear the name of your company.

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Contents of the ITT

* 1. This ITT document consists of:

|  |  |
| --- | --- |
| **Section A – Instructions and information** | |
| 1 | Introduction and background |
| 2 | Tender timetable |
| 3 | Instructions to Bidders |
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| Annex B1 | Eligibility questions and responses |
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# Introduction to the procurement

* 1. Liverpool Heart and Chest Hospital NHS Foundation Trust is a specialist hospital based in Liverpool. We provide a wide range of cardiothoracic services such as cardiac (heart) and thoracic (lung) surgery, cardiology, respiratory medicine and diagnostic imaging. Our vision is to be the premier integrated Cardiothoracic Healthcare Organisation in the Country and our mission is to be ‘Excellent, Compassionate and provide Safe Care for Every Patient, Every Day.The object of this procurement exercise is to source a number of consumable cardiac devices using best practice to ensure value for money with maximum benefits and excellent quality and service.
  2. It is intended that an NHS Framework Agreement which is subject to this procurement exercise shall operate for a maximum term of four (4) years with annual commitment reviewed at the end of each 12 month period. The Trust may call off against the NHS Framework Agreement by applying Direct Award Criteria or in the event that a Direct Call Off is not available, Re-open Competition. Please refer to Section B of this ITT, Annex B2, Specification Document, Sections 1.7 and 1.8.

* 1. Full details of the Authority's requirements are set out in the Section B of this ITT, Annex B2 Specification Document. All commercial pricing should be based on the predicted usage figures set out in the Specification Document and pricing should be offered based on each individual product (not price per pack).

**Purpose and scope of this ITT**

* 1. This ITT:
     1. invites Bidder(s) to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
     2. sets out the overall timetable and process for the procurement;
     3. provides Bidders with sufficient information to enable them to submit a compliant Tender;
     4. sets out the award criteria and Tender evaluation model that will be used to evaluate the Tenders; and
     5. explains the administrative arrangements for the receipt of Tenders.

# Questions about this ITT

* 1. You may submit, by no later than 12 noon on 5th January 2018, any queries that you have relating to this ITT via e-mail only to [anne.maher@lhch.nhs.uk](mailto:anne.maher@lhch.nhs.uk). Please also copy in [steven.doran@lhch.nhs.uk](mailto:steven.doran@lhch.nhs.uk) so that any matters can be addressed without delay.
  2. Any specific queries should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually. The Authority may decline to answer queries received after the above deadline.
  3. Answers to the questions received by the Authority will be circulated to all Bidders via e-mail. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

1. TENDER TIMETABLE

# Key dates

* 1. The procurement will follow a clear, structured and transparent process to ensure a fair and level playing field so that all Bidders are treated equally.
  2. The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| OJEU Contract Notice and ITT Issued | 04/12/2017 |
| Deadline for the receipt of clarification questions | 12 Noon 05/01/2018 |
| Target date for responses to clarification questions | 12 Noon 09/01/2018 |
| **Deadline for receipt of Tenders from Bidder(s)** | **12 Noon 12/01/2018** |
| Evaluation of Tenders | 22/01/2018 to 05/03/2018 |
| Notification of contract award decision | 08/03/2018 |
| Standstill period | From midnight 12/03/2018 to midnight on 22/03/2018 |
| Contract award | 02/04/2018 |
| Contract work starts | 02/04/2018 |

* 1. Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

# Deadline for receipt of Tenders

* 1. Bidders must submit their Tenders in the manner prescribed in section 3 below no later than the date and time specified in the above timetable of this ITT.
  2. Any Tender received after the deadline or by any method other than described in this ITT may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change.

# Clarification Meetings

* 1. Following the assessment of the Tender, the Authority may invite Bidders to a clarification meeting. If required this will take place between receipt of Tenders and announcement of successful Tender. It is anticipated that Bidders will be provided with at least three (3) business days' notice if a meeting is to be required.
  2. Bidders must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to attend.
  3. The purpose of the meeting is to gain a greater understanding of proposals and may take the form of a short presentation by the Bidder followed by a question and answer session. Topics for discussion for the presentation will be issued no later than 3 days before the presentation.
  4. Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the Tender evaluation. As such, scores achieved during the written Tender evaluation may be adjusted (up or down) and the consolidated score of a Bidder amended.

# Eligibility evidence

* 1. Bidders are required to provide information about their eligibility for this procurement and some of that information will be self-certified as accurate. During the standstill period, the Authority will require the successful Bidder to provide the following:
     1. proof as required in the Public Contracts Regulations 2015, Regulation 60(4) or (5), that none of the mandatory or discretionary grounds of exclusion referred to in the Eligibility Questions and Responses document found in Annex B1 of Section B of the ITT applies;
     2. proof as required in the Public Contracts Regulations 2015, Regulation 60(6), that you have the minimum level of economic and financial standing;
     3. copies of the required insurance as set out in Section B of this ITT, see Annex B.1, Eligibility Questions and Responses;
     4. a copy of your Health and Safety Policy;

**Contract award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
  2. Once the Authority has reached a decision in respect of a contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract(s).

1. INSTRUCTIONS TO BIDDERS

# Formalities for submission of Tenders

* 1. Bidders must adhere to the following standard requirements when submitting their Tenders:
     1. Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced if necessary.
     2. The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
     3. Each Tender must be uniquely named or referenced.
     4. The Tender must be fully cross-referenced and include a table of contents.
     5. The Tender must include a list of all supporting material.
     6. Electronic copies of the Tender shall be in Microsoft Office and Excel format.
  2. Where a word count limit is specified, Bidders should state how many words their response contains. The Authority reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will count towards the word limit.

* 1. The Tender must be clear, concise and complete. The Authority reserves the right to mark Bidders down or exclude them from the procurement if their Tenders are ambiguous or lack clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, do not include extraneous presentation materials.

* 1. Tenders will be evaluated on the basis of information submitted by the deadline. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.

* 1. The Tender must be signed by a duly authorised representative of the Bidder.

# Modification and withdrawal of Tenders

* 1. Except as set out in paragraph 3.4, no Tender may be modified after the deadline for receipt of Tenders.

# Terms and conditions

* 1. The contract will include the NHS Terms and Conditions set out in Annex A1. It is vital that the Bidder reviews these carefully, and takes account of all information such as TUPE, key performance indicators and insurance requirements and that the Tender fully takes account of these. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the NHS Terms and Conditions without further negotiation or amendment.

# Consortia and subcontractors

* 1. If the Bidder is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender precisely which entities will be the supplier.
  2. For the purposes of this ITT, the following terms apply:
     1. *Consortium arrangement -* Groups of companies come together specifically for the purpose of bidding for appointment as the supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
     2. *Subcontracting arrangement -* Groups of companies come together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.
  3. If the Bidder intends to sub-contract any material parts of the contract, it must explain which parts will be sub-contracted, who the sub-contractor is, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.

# Warnings and disclaimers

* 1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its annexes) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
  2. If a Bidder proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
  3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

# Freedom of Information Act 2000 and Environmental Information Regulations 2004

* 1. As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Authority may therefore be required to disclose information submitted by the Bidder.
  2. In respect of any information submitted by a Bidder that it considers to be confidential or commercially sensitive the Bidder should:
     1. clearly identify such information as confidential or commercially sensitive;
     2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
     3. provide a reasoned estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
  3. This information must be listed in Annex B5 to Section B of this ITT, with a statement of which exemptions are relevant under FOIA and/or the EIR.
  4. Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked ‘confidential’, 'commercially sensitive' or otherwise exempt.

# Publicity

* 1. No publicity regarding the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

# Bidder conduct and conflicts of interest

* 1. Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:
     1. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
     2. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
     3. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
     4. canvass the Authority or any employees or agents of the Authority in relation to this procurement; and/or
     5. attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Bidder or Tender (except for clarification requests made to anne.maher@lhch.nhs.uk).
  2. Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority.

# Authority's rights

* 1. Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:
     1. waive or change the requirements of this ITT from time to time;
     2. seek clarification or documents in respect of a Bidder's submission;
     3. disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT;
     4. disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender or the Tender process;
     5. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
     6. choose not to award any contract as a result of the current procurement process; and
     7. make whatever changes it sees fit to the timetable, structure or content of the procurement process.

# Bid costs

* 1. The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

# Language

* 1. Tenders, all documents and all correspondence relating to the Tender must be written in English.

# Transparency

* 1. In accordance with the Public Contracts Regulations 2015 and the Government’s policy on transparency, Bidders should be aware that the Authority intends to make the ITT and details of any subsequent contract publicly available, by publication on the Government's Contracts Finder portal.

# Governing Law and Jurisdiction

* 1. This ITT and any dispute concerning it (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English Courts.

1. TENDER EVALUATION METHODOLOGY AND CRITERIA

# Overview

* 1. This section of the ITT sets out the criteria that the Authority will use to evaluate Tenders.
  2. Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Authority may deduct marks when scoring it, or it may treat the Tender as non-compliant and reject it.
  3. The Authority will award the contract to the Tender that scores the highest marks, applying the methodology below. Scoring will be carried out as follows:
     1. The Bidder must pass all eligibility questions in Annex B1 of Section B (eligibility questions and responses) ("**Eligibility Questions**").

* + 1. The Authority will then mark Annex B3 of Section B (Tender Response Document) ("**Scored Questions**") for all Bidders that pass all the Eligibility Questions.
  1. The Authority will mark Eligibility Questions as described in paragraphs 4.5 to 4.7 below. It will mark Scored Questions as described in paragraph 4.8 below.

# Criteria – Eligibility Questions

* 1. The Authority will score Eligibility Questions on the following basis:

|  |  |
| --- | --- |
| Eligibility Questions | Selection criteria |
| 1. Supplier information | For information only |
| 1. Grounds for mandatory exclusion | Pass or Fail |
| 1. Grounds for discretionary exclusion – Part 1 | Pass or Fail |
| 1. Technical and Professional Ability] | Pass or Fail |
| 1. Compliance with equality legislation | Pass or Fail |

* 1. To score a "pass", the Tender must adequately address all key points and include adequate supporting evidence / examples / information. It must give a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract.
  2. Where a Bidder scores a "fail" for any question, the Authority will treat the Tender as non-compliant and it will not award a mark for the Scored Questions.

# Criteria – Scored Questions

* 1. Where specified, a minimum pass threshold applies to the evaluation criteria. The Authority shall reject any Tender which does not meet the relevant threshold in respect of one or more criteria.

Criteria – Scored Questions in Specification Annex B2

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **% Allocation** | **Sub criteria weightings** | **Maximum Points** |
| Cost | 40% | 40% | 40 |
| Technical Support and Customer Service | 60% | 6.0% | 6 |
| Business Continuity and Sustainability | 6.0% | 6 |
| Training and Education | 7.0% | 7 |
| Product Advisory and Recalls | 7.0% | 7 |
| Compliance with Supplier Representatives Policy | 2.0% | 2 |
| Product Shelf Life | 8.0% | 8 |
| Delivery Terms | 8.0% | 8 |
| Research and Development | 6.0% | 6 |
| CE Mark /Compliance with Medical Devices Regulations | 10.0% | 10 |
| **Total** | **100%** | **100%** | **100%** |

# Criteria – Scored Questions: pricing evaluation

* 1. Tender prices will be scored on a comparative basis, with the lowest compliant Tender receiving 100% of the available marks for Price (40% of overall marks).
  2. Each Lot may contain more than one sub-category and each sub-category will be evaluated individually, eg. Lot 1= Catheter Laboratory Consumable Products consists of a number of sub-categories including Drug Eluting Stents- Long Length, each sub-category will be evaluated individually to ensure products are evaluated on a like for like basis.
  3. Offers will be compared against the lowest Offer using the formula:

## (A / B) x100

## A = price of lowest compliant Tender

## B = price of the Tender being scored

# 

# Criteria – Scored Questions in 4.8 above will be scored in accordance with the table below. Bidder(s) must attain at least a Satisfactory Score against the Scored Questions to be awarded onto the Framework Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade label** | **Number of Points Achieved out of a possible 60** | **Grade** | **Definition of Grade** |
| Unacceptable | 0-15 | 0 | The proposal fails to meet the required standard or does not provide a sufficient answer to all questions |
| Weak | 16-25 | 1 | The proposal contains significant shortcomings or is inconsistent with other aspects of the Tender |
| Satisfactory | 26-35 | 2 | The proposal meets the required standard in most material respects, but is lacking or inconsistent in others |
| Good | 36-50 | 3 | The proposal meets most of the required standard in all material respects |
| Excellent | 51-60 | 4 | The proposal meets all of the required standard in all material respects |

**ANNEX A1  
NHS TERMS AND CONDITIONS**

The Authority intends to enter into a contract with the successful Bidder on the NHS Terms and Conditions for the Supply of Goods (Contract Version).

This Annex A1 contains the NHS Framework Agreement Terms and Conditions, duly completed by the Authority so far as possible, including all relevant schedules, except schedule 5 (Specification and Tender Response Document) and schedule 6 (Commercial Schedule).

The Specification is set out in Annex B2 of this ITT.

