**Sheffield Children’s NHS Foundation Trust**

**Invitation to Tender (ITT)**

**Lift Maintenance Service**

## Date of advertisement on Contract Finder: **01/02/2017**Trust's reference number: **1637/T/JS**Deadline for Tenders to be received: **03/03/2017 12pm**

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

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1. INTRODUCTION AND BACKGROUND
	1. The Sheffield Children’s NHS Foundation Trust ("**the** **Trust**") is issuing this invitation to tender ("**ITT**") in connection with the competitive procurement of Lift Maintenance Service.
	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 Trust 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. The Trust is using the email address Tenders\_at\_Sheffield\_Childrens@sch.nhs.uk to conduct the procurement process. All communications should be carried out via the email address. This includes clarifications.
	6. In all correspondence by email ensure that “Lift Maintenance Service 1637/T/JS” is in the title of the email.
	7. This procurement process is not regulated by Parts 2 and 3 of the Public Contracts Regulations 2015.

# Contents of the ITT

* 1. This ITT document consists of:

|  |
| --- |
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| (Copies of these documents are attached) |  |

# Introduction to the procurement

## Sheffield Children’s NHS Foundation Trust is one of only four dedicated children’s hospital trusts in the UK and provides integrated healthcare for children and young people, including community and mental health care as well as acute and specialist services.

## We see children from 0-16 in most cases and in some cases up to 18.

## We provide a full range of services for residents of Sheffield and South Yorkshire as well as specialised services for patients from further afield.

## Demand for our services is growing and we are increasingly delivering healthcare to patients over a wider geographical area as our reputation for providing outstanding specialist care grows.

## We have some of the best medical and surgical services for children in the country. Find out more about some of our specialist services in the [Centre of Excellence](https://www.sheffieldchildrens.nhs.uk/centre-of-excellence/).

## In 2015/16 160,000 patients came to the hospital as inpatients or outpatients.

## We employ more than 3,000 staff and strive to recruit and retain the best doctors, nurses, allied health workers and other staff. The commitment of our employees is key to the Trust’s success and reputation.

## The Trust is committed to being a leader in the field of training and research in children’s healthcare and we continue to deliver a strong portfolio of research and product innovation. We have five overarching objectives that set the direction for the Trust and our clinical services. These are:

### to provide healthcare to children of the highest standards available in the UK

### to work in partnership with others to reshape healthcare for children in Sheffield

### to develop and expand our role as a provider of specialised services for children

### to expand the Trust's role as an expert provider of specialist pathology service

### to be a national leader in research and education in children's healthcare

## Sheffield Children’s Hospital was first established in 1876. Since 1948 it has provided services under the NHS and in 1992 it was established as an NHS trust.

## On August 1 2006, it became Sheffield Children's NHS Foundation Trust under the Health and Social Care (Community Health and Standards) Act 2003

## **Project Summary**

## The Trust is seeking a supplier to provide a Lift Maintenance service, which includes Inspection, comprehensive Maintenance & Testing of Lifts. The works shall be carried out as a Fixed Price Contract. This will include the cost of the supply and installation of all replacement parts

## The appointed supplier will provide an emergency call out facility.

## The Trust has 27 lifts and hoists at various sites.

## Before tendering the supplier is advised to visit the site to inspect and ascertain all factors relating to its location, conditions and working area, together with any other factors that may affect the tender. No claim will be allowed on the grounds of ignorance of the conditions under which the work shall be carried out.

## The contract term will be for 5 years, with the option of a 1 years extension agreed yearly. The contract will commence from the 1st May 2017

* 1. Full details of the Trust's requirements are set out in the Specification in Annex B2 of Section B.

# Questions about this ITT

* 1. You may submit, by no later than 17/02/2017 any queries that you have relating to this ITT. Please submit such queries to the email address: Tenders\_at\_Sheffield\_Childrens@sch.nhs.uk to conduct the procurement process.
	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 Trust may decline to answer queries received after the above deadline.
	3. Answers to the questions received by the Trust will be circulated to all Bidders via the email address: Tenders\_at\_Sheffield\_Childrens@sch.nhs.uk. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Trust 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** |
| ITT issued | 01/02/2017 |
| Bidders Visits | 15/02/2017 |
| Deadline for the receipt of clarification questions | 17/02/2017 |
| Target date for responses to clarification questions | 24/02/2017  |
| Deadline for receipt of Tenders | 03/03/2017 12pm |
| Evaluation of Tenders | 15/03/2017 |
| Notification of contract award decision | 20/03/2017 |
| Voluntary standstill period | 20/03/2017 to 31/03/2017 |
| Contract award | 28/04/2017 |
| Contract work starts  | 01/05/2017 |

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

**Bidders' workshop**

* 1. An open day for Bidders will be held as detailed in the timetable above. All Bidders are recommended to attend. Please confirm who will be representing your organisation (name and status) by the above stated date in order for the Trust to make arrangements.

# 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 on the front cover of this ITT.
	2. Any Tender received after the deadline or by any method other than via the manner prescribed in section 3 below, may not be considered. The Trust may at its discretion extend the deadline and in such circumstances the Trust will notify all Bidders of any change.
	3. Contract award is subject to the formal approval process of the Trust. Until all necessary approvals are obtained and the voluntary standstill period completed, no contract will be entered into.
	4. Once the Trust has reached a decision in respect of a contract award, it will notify all Bidders of that decision and provide for a voluntary standstill period before entering into any contract.
1. INSTRUCTIONS TO BIDDERS

# Formalities for submission of Tenders

* 1. Bidders must submit their Tenders by completing the Annexes to Section B of the ITT. Completed hard copy Tenders must be submitted in a plain sealed package or envelope bearing the word “Tender” followed by the subject to which it relates and the tender reference number Trust Reference: 1637TJS with the closing date and time for the receipt of the tender to the following address:
	2. **Sheffield Children's NHS Foundation Trust**

**Chief Executives Office**

**Western Bank**

**Sheffield**

**S10 2TH**

* 1. Tender envelopes or packages shall not bear any names or marks indicating the sender. The use of courier/postal services must not identify the sender on the envelope or on any receipt so required by the deliverer. Tenders maybe rejected if identification of the sender is possible. Tenders received after the deadline date may not be considered.
	2. 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 page must be single sided
		4. Pages must be A4 in size or, where necessary, A3 [folded in half.]
		5. The Tender must be fully cross-referenced and include a table of contents.
		6. The Tender must include a list of all supporting material.
		7. Electronic copies of the Tender shall be in [both Microsoft Office and PDF formats].
		8. Bidders should use font Ariel and font size 10.
	3. Where a word count limit is specified, Bidders should state how many words their response contains. The Trust 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.
	4. The Tender must be clear, concise and complete. The Trust 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.
	5. 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 Trust reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.
	6. 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 3.6, no Tender may be modified after the deadline for receipt of Tenders.
	2. Tenders may be withdrawn at any time before the deadline for receipt of Tenders. Revised Tenders may be submitted up until the deadline for receipt of Tenders.
	3. 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 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. 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 Trust nor its advisors 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 Trust.
	2. If a Bidder proposes to enter into a contract with the Trust, 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 Trust (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 Trust is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Trust may therefore be required to disclose information submitted by the Bidder.
	2. If a Bidder considers any part of its Tender to be confidential or commercially sensitive, it must complete Annex B5 to Section B of this ITT, with a statement of which exemptions are relevant under FOIA and/or the EIR.
	3. Where a Bidder identifies information as commercially sensitive, the Trust will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Trust may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Trust cannot guarantee that it will withhold information marked ‘confidential’, 'commercially sensitive' or otherwise exempt.

# Publicity

* 1. No publicity regarding the procurement or the award of any contract will be permitted unless and until the Trust has given express written consent to the relevant communication.

# 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 Trust or any employees or agents of the Trust in relation to this procurement; and/or
		5. attempt to obtain information from any of the employees or agents of the Trust or their advisors concerning another bidder or Tender (except for debrief information requests made through the e-Tendering Portal).
	2. Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Trust and its advisors. Bidders should notify the Trust 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 Trust.

# Trust's rights

* 1. Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Trust 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 Trust 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 Trust.

# 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 Trust 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 Trust 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 Trust has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Trust may deduct marks when scoring it, or it may treat the Tender as non-compliant and reject it.
	3. The Trust 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 (Annex of eligibility questions and responses) ("Eligibility Questions").
		2. The Trust will then mark Annex B2 of Section B (Specification) and Annex B3 of Section B (Tender Response Document) ("Scored Questions") for all Bidders that pass all the Eligibility Questions.
	4. The Trust will mark Eligibility Questions as described in paragraphs 4.5 to 4.7 below. It will mark the Scored Questions as described in paragraphs 4.8 to 4.12

# Criteria – Eligibility Questions

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

|  |  |
| --- | --- |
| Eligibility Questions  | Selection criteria |
| Supplier information | For information only |
| Grounds for Mandatory Exclusion | Pass or Fail |
| Grounds for Discretionary Exclusion | Pass or Fail |
| Specification (Annex B2) | Pass or Fail |

* 1. To score a "pass" for the Eligibility Questions, 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 Trust will treat the Tender as non-compliant and it will not award a mark for the Scored Questions.

# Criteria – Scored Questions

|  |  |
| --- | --- |
| **Evaluation criteria** | **Weighting** |
| **Q1** | Service Delivery and Experience | 10% |
| **Q2** | Risk Assessment & Method Statement (RAMS) | 10% |
| **Q3** | Management and Governance of Contract | 10% |
| **Q4** | Emergency Response | 10% |
| Pricing Schedule | 60% |
| **Total** | 100% |

# Criteria – Scored Questions: pricing evaluation

* 1. Tender prices will be scored on a comparative basis, with the lowest compliant Tender (excluding any Tenders that the Trust rejects as being abnormally low or non-compliant) receiving 100% of the available marks (60% following weighting). All other Tenders will be compared against that lowest Tender using the formula:
		1. (A / B) x 60
		2. A = price of lowest compliant Tender
		3. B = price of the Tender being scored
	2. If it appears to the Trust that any Tender may be abnormally low then the Trust may ask the Bidder to explain its price or costs. If following the Bidder's explanations the Trust is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Trust may treat the Tender as non-compliant and reject it.

# Criteria – Scored Questions: technical and quality evaluation

* 1. The technical evaluation will be scored in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **Grade label** | **Grade** | **Definition of Grade** |
| Unacceptable | 0 | The proposal completely fails to meet the required standard or does not provide an answer |
| Weak | 1 | The proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other aspects of the Tender |
| Satisfactory | 2 | The proposal meets the required standard in most material respects, but is lacking or inconsistent in others  |
| Good | 3 | The proposal meets the required standard in all material respects |
| Excellent | 4 | The proposal meets the required standard in all material respects and exceeds some or all of the major requirements  |

**ANNEX A1
NHS TERMS AND CONDITIONS**

1. The Trust intends to enter into a contract with the successful Bidder on the NHS Terms and Conditions for the Provision of Services (Contract Version).
2. This Annex A1 contains the NHS Terms and Conditions.
3. The Specification and Tender Response Document are set out in Annex B2 and B3 section of this ITT.
4. NHS Terms and Conditions for the Provision of Services (Contract Version) document will be sent in conjunction with the ITT paperwork. The file name is below.
5. NHS Terms and Conditions for the Provision of Services (Contract Version).doc