Invitation to Tender

for

Microsoft Server Licenses (Teletracking Project)

Project Ref: G/369/IMT/17/SH

Tender Process:

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| --- | --- | --- | --- |
| Schedule I Open Tender Services |  | Schedule I Open Tender Goods |  |
| Schedule I Restricted Tender Services |  | Schedule I Restricted Tender Goods |  |
| Schedule I Dialogue Tender Services |  | Schedule I Dialogue Tender Goods |  |
| Below Threshold Tender Services |  | Below Threshold Tender Goods |  |

Issue Date: 26th January 2017

CLOSING DATE FOR RETURNS: 31st January 2017 – 12:00hrs

#### MASTER INDEX OF TENDER DOCUMENT

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Schedule G Additional Information Pages 28-29 (for mandatory completion and return)

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(for mandatory completion and return)

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(for mandatory completion and return)

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| SCHEDULE A BACKGROUND TO TENDER OPPORTUNITY |

BACKGROUND TO THIS OPPORTUNITY

Due to a new Teletracking project, The Countess of Chester Hospital NHS Foundation Trust is seeking a supplier for licenses for server software from Microsoft. This will be for a single purchase of licenses as described in the specification.

An e-auction process will be carried out for this requirement.

BACKGROUND TO THE COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST & COMMERCIAL PROCUREMENT SERVICE.

The Countess of Chester Hospital NHS Foundation Trust is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port and a shared service Microbiology Laboratory in Wirral.

The Trust also hosts a Commercial Procurement Service which not only undertakes its own commercial activity but seeks to act to the wider public sector to promote and develop smaller innovative businesses and ideas. Further information can be obtained from the website www.coch-cps.co.uk

HOW THIS PROCESS WILL WORK.

Open Procedure  (only applicable to the Tender if this box is checked)

Following the receipt of your bid and the final deadline passes, your bid will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. Upon satisfying all prerequisites your bid will be qualitatively assessed using the award criteria laid out in in the Conditions of Tender. If an e-Auction is applicable the Authority will contact you and offer the appropriate training and preparation. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful.

This offer exercise is being undertaken in line with the EU treaty principles of a fair and

transparent procurement process; however the value of the offering is under the existing

thresholds for a formal standstill period to apply. Therefore there will be no standstill or

debrief offered due to the simplicity of the process.

Restricted Procedure  (only applicable to the Tender if this box is checked)

Your Pre-Qualification application has been accepted and as such the Authority confirms that you are a capable supplier with sufficient capacity to fulfil the contract obligation. This ITT will assess the overall quality of your goods or services offering. Following the receipt of your bid and the final deadline passes, your bid will be opened by the assessment panel. If an e-Auction is applicable the Authority will contact you and offer the appropriate training

and preparation. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and what the characteristics and relative advantages of the winning bid were. A 10 day standstill period will follow prior to concluding the contract which will be formed upon the exchange and signing of contracts.

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| SCHEDULE B INVITATION TO TENDER |

# INVITATION TO TENDER

1. Bidders/Tenderers

In this ITT the terms “Bidder(s)” and “Tenderer(s)” are used interchangeably to indicate an organisation that is participating in this tender process. The term “supplier” refers to a successful applicant following the procurement.

The terms bid and tender are similarly used interchangeably.

1. Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Authority", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the Master Index for the Provision of Toner and Fax Cartridges.

1. **Acceptance of bids**

The Authority does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately.

Tenderers are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

1. Clarification Questions from Bidders

Any questions which the Bidder wishes to raise in relation to this Tender should be made via the e-sourcing portal messaging system. Questions provided in other formats will not be considered or answered.

The last date for the submission of Clarification Questions is 30th January 2017 at 12:00 hours.

The Authority is under no obligation to respond to any question received after this time and date. However, the Authority reserves the right to respond to any closing questions received after this deadline at its absolute discretion

Should a Tenderer be in any doubt as to the interpretation of any or all parts of the Tender document, commercial queries, technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e tendering portal. The Authority will refer the query to the relevant person for resolution, and will communicate the decision to the Tenderer in writing via e tendering portal.

**Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with the Countess of Chester Hospital NHS Foundation Trust and/or its employees about or related to this procurement process is submitted through the Bravo e-tendering portal only, as failure to do so may result in their bid submission being disqualified.**

Bidders are reminded that their questions, and Authority’s response, will normally be circulated to all Bidders in an anonymous form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the portal for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence, but in responding to such requests the authority will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to the portal and/or circulating the response to all Bidders.

1. Clarification Questions from the Authority

The Authority reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-tendering portal to the Bidder’s nominated representative. The Authority will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of the bid submission.

It is likely that any response to a clarification question will be required within two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the procurement.

The Authority may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

## The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

## The Authority reserves the right to conduct site visits and/or audits at any time during this procurement process.

1. Return of Bids

Tenderers must return bids via the web site www.nhssourcing.co.uk; hard copies will not be accepted. It is the sole responsibility of the Tenderer to ensure their offer is received in due time and date. Tenders received after the due date cannot normally be accepted

The Authority intends to award the contract to the Bidder(s) who submit(s) the most economically advantageous bid(s) as determined by applying the evaluation criteria set out in this ITT.  However, the Authority reserves the right not to award all or any of the business to most economically advantageous bid(s) or to any bidder. The Authority also reserves the right to award the business to more than one bidder.

The Authoritydoes not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, The Authority reserves the right to award Contracts for the supply of the services described above and arising out of this procurement process to more than one supplier.

1. **The closing date for the return of Tenders is 31st January 2017 at 12:00 hours.**

Failure to return a completed ITT by the closing date specified will entitle The Authority to disqualify the relevant Bidder from participating in this procurement.

Those Bidders deciding not to tender should use the “Decline to Respond” function on the Trust e-procurement portal, and provide a reason for this decision.

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| SCHEDULE C CONDITIONS OF TENDER  & Award Criteria |

CONDITIONS OF TENDER

1. Information and Confidentiality

* 1. This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the bidder, save for the purpose of:
* taking legal or other advice in connection with completing the ITT; and/or
* obtaining input from relevant organisations relevant to the Bidder’s response to the ITT; and/or
* obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Authority to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from Authority, the bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.

1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT is accurate and contains no material misrepresentation.

1.3 This invitation and its accompanying documents shall remain the property of the Authority and must be returned on demand.

1.4 Any notice to a Tenderer required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on the e-sourcing portal if communicated via the e-sourcing portal to the Bidder’s nominated representative, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Tenderer by name, to the Tenderer's last known place of abode or business or, in the case of a company, the registered office of the company.

1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

1. Freedom of Information and other information disclosures

2.1 The Authority is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly, any information created by or submitted to the Authority (including the information contained in the PQQ and ITT and the submissions received from Bidders in response) may need to be disclosed by the Authority in response to a request for information.

2.2 The Authority may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.

2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.

2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Authority is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.

2.6 Bidders should also note that the receipt by the Authority of any information marked “confidential” or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking, and the Authority has the final decision regarding the disclosure of any such information in response to a Request for Information.

2.7 In making a submission in response to this Tender, each Bidder acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:

* Without consulting the Bidder; or
* Following consultation with the Bidder and having taken its views into account.

2.8 Bidders acknowledge that the Authority may be subject to the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Authority (at the Bidder’s expense) to enable the Authority to comply with its information disclosure requirements contained in this legislation.

2.9 Bidders should be aware of the Authorities obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Authority. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the EIR applies.

The Authority shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.

* 1. Bidders acknowledge that the Authority and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that Authority and/or its members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

3. Prices

3.1 If the supplier meets all the mandatory pre-requisites within Appendix 1 - Pre-requisites they will be invited to participate in the e auction. An initial bid should be entered in the Commercial envelope – this should be a price which you would be prepared to accept for the complete array of goods detailed in the specification. You will be able to reduce this price during the eAuction, but not to increase it. Prices submitted at e auction must remain open for acceptance until 30 days from the close of the e auction. Prices are exclusive of VAT.

3.2 Prices submitted at e-auctions must be firm as they will form the basis of the purchase order. It is your responsibility to ensure that this price is correct before placing any bid.

3.3 Prices for individual products must be submitted to the Trust within 24 hours of the e-Auction closing. This must be provided within the attached Schedule E - List of Requirements. The unit price multiplied by the specified quantity must match your total basket price submitted during the e Auction process. Failure to match the Offer Schedule to the e-Auction outcome will result in your offer being rejected and the process being re-started.

3.4 No additional charges will be accepted. This includes return charges, administration charges or delivery charges. It is expected these costs are absorbed into your pricing model. This ensures that the cost of transaction is kept to a minimum.

3.5 The e-Auction will finalise the offer price. The e-Auction will be a reverse ‘English Auction’. This means that each potential supplier will provide an opening bid price as part of the ITT process, which they can reduce until no supplier is willing to reduce their bid any further. Once a bid has been made, it is not possible to later increase the price.

3.6 The e-Auction will run for 20 minutes.

3.7 In the event of a bid being received in the final three minutes, the timer will reset to three minutes so that other suppliers have a chance to respond. Further bids will entail similar extensions.

3.8 If the e-Auction fails to reach or fall below the reserve price by the time the Auction closes then no party shall be considered to have met the conditions of the auction and a contract will not be established as a result of the auction.

3.9 Bids will be representative of the value of the total basket of goods.

3.10 *The Offeror* should use the Schedule to calculate their lowest price against each individual product, giving them their lowest total basket price which will be representative of the lowest possible bid. It is strongly recommended the *Offeror* undertake this activity prior to the e-Auction.

3.11 Where prices exceed that of the allocated budget for the project, the authority reserves the right to terminate the procurement or seek clarification from bidders to submit a secondary pricing schedule.

4. Tender Documentation and Submission

4.1 Tenders must be for the supply of the whole of the specification upon the terms and conditions of the contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.

* + 1. The offer should be strictly in accordance with the specification.
  1. Tenders must comprise:
     1. the Bidder Response
     2. the Additional Information Schedule
     3. the Form of Offer
     4. the Certificate of Non-Canvassing
     5. the value of the Bidder’s opening bid in the auction

4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e tendering portal where indicated.: In the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

4.5 The Tender must be completed in full. Any Tender may be rejected which:

4.5.1 contains gaps, omissions or obvious errors; or

4.5.2 contains amendments which have not been initialled by the authorised signatory; or

5.5.3 is received after the closing time.

4.6 For help in completing the Tender compliantly with the requirements of this ITT please contact the Authority via the e-tendering portal messaging facility.

4.7 Offers must be written in English and submitted via the Authority tender website at www.nhssourcing.co.uk

4.8 The Authority may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Tenderers.

5. Rebates/Commissions

5.1 In any application of rebates and commissions, Tenderers will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity.

5.2 Any rebate fee or commission applicable to this Tender opportunity will be described in the specification (Schedule D)

5.3 Any applicable rebate fee is intended to resource the running of the contract and further promote its use.

6. Award Criteria

6.1 The supplier must be able to meet all the mandatory criteria as set out in Appendix 1- Pre-requisites of the Invitation to Tender. Any supplier that fails to meet the minimum standards within the following sections will be eliminated from the process and not be invited to participate in the e-auction.

The Contract will be awarded on the basis of lowest price which meets minimum level of technical acceptability and operational acceptability. The lowest price will only be considered when the *Offeror* has met all mandatory requirements as detailed within Appendix 1 – Pre-requisites

6.1.2. Scoring methodology: non-price

This methodology is for information only and will be used solely by the Authority for the evaluation of the tender returns. This methodology will apply where qualitative information is provided.

Suppliers must comply with all the mandatory minimum standards to progress to the e-auction stage of the process.

Scoring will be as follows:

Yes = Pass

No = Fail

6.1.3 Scoring methodology: price

An electronic e auction will be carried out. No quotation or breakdown of pricing is required to be submitted at this stage of the process, only the Bidder’s initial bid for the purposes of the auction. This value will be entered during the creation of the auction by the Authority and will be considered binding. If the supplier meets all the mandatory pre –requisites within Appendix 1 - Pre-requisites they will be invited to participate in the e auction.

6.1.4 Clinical table-top trials  (only applicable to the Tender if this box is checked)

Clinical table-top trials will be used to asses a products quality against its described characteristics in the bidder’s response documents as highlighted in the award sub-criteria. Table-top trials are intended to be used to asses products with minimum disruption to our clinicians and patients and as such will not be trialed in a live clinical environment. All bidders are required to submit any products related to this Tender as requested by the Authority within the timescales advised by the Authority. Failure to provide adequate trial material will result in receiving a Zero in the appropriate award section of the evaluation.

6.1.5 Clinical trials  (only applicable to the Tender if this box is checked)

The Authority wishes to conduct a clinical trial of the products being offered as part of this Tender to satisfy itself that they are clinically acceptable to use within our own environment and are fully compatible with other Trust assets in use. To minimise any disruption to our patients and clinical staff, we will only undertake a full clinical trial of the bidder which has been ranked first following the application of the full award criteria.

Where a bidder has ranked first and there is a consensus from the Authority that the goods offered are not acceptable and pose a risk to our patients and/or clinicians, the bidders offer will be rejected. Prior to any rejection the Authority will liaise with the bidder’s representatives and ensure adequate recourse is given that no misrepresentation of the goods on offer has been construed by the Authority, and that the bidder will be given adequate feedback to assist it in its future product development.

* 1. The Authority is not bound to accept the lowest or any offer.

6.3 Following the Tender evaluation all bidders will be notified of the outcome. This notification will be accompanied by a debrief letter. No further debrief will be given outside of the information contained within this letter.

7. TUPE  (only applicable to the Tender if this box is checked)

7.1 The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier’s staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.

7.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

* + 1. To assist in this process the Authority is seeking workforce details from the present supplier(s). The Authority provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Tenderers must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information will be supplied to Tenderers on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Tenderer’s organisation, and to such extent, as is strictly necessary for the preparation of the tender; and that it is not used for any other purpose. By requesting this information from the Authority a Tenderer will be deemed to have agreed to abide by these obligations of confidentiality.

7.4 The successful supplier will be required to indemnify the Authority against all possible claims under TUPE.

7.5 It is a further requirement that the successful supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

8. Canvassing

8.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Authority, or to any officer (or their partner) or employee (or their partner) of any Authority member organisation or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

* directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT); or
* directly or indirectly attempts to contact any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT); or
* directly or indirectly attempts to influence any member, employee, agent or contractor of the Authority concerning the conduct of the process leading to the award of the contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the MOI, PQQ or ITT;
* directly or indirectly canvasses any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT);

may be disqualified from the procurement process by the Authority in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

9. Collusive Tendering

9.1 Any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including the PQQ and ITT). Without limitation to the generality of the above obligation, any organisation that:

* fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
* communicates to any person other than Authority the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
* enters into any agreement or arrangement with any other potential bidder that has the effect of prohibiting or excluding that potential bidder from submitting a response to the PQQ or ITT or as to the price to be included in any response to be submitted; or
* offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the PQQ or ITT or proposed response to the PQQ or ITT; may be disqualified from the procurement process by the Authority in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

10. Guarantees

10.1 If the successful Tenderer is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Authority within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority

10.2 If the successful Tenderer shall fail to provide the Guarantee within the period specified in 10.1 above, the Authority shall by written notice to the Tenderer be entitled to treat such failure as putting an end to the Contract between the Authority and the Tenderer, and the Tenderer, shall thereupon be liable to pay to the Authority damages, for such failure of such sum as shall be equivalent to the difference between the total whole term contract price of the contract with the successful tenderer and the total whole term contract price of the contract offered by the second placed Tender received by the Authority which at the date such notice is given is still open for acceptance by the Authority.

11. The Contract Terms and Conditions

11.1 This procurement exercise concerns the conclusion of a Contract under which either a sole or a number of successful Tenderers will be appointed (as denoted in the opportunity listing or OJEU notice) to supply the offering as described in Schedule D the specification, to the Authority on the terms agreed. A copy of the specimen Contract including the contract terms and conditions can be found in Schedule F.

11.2 Upon concluding the procurement process the signed acceptance of the specimen contract shall be issued to the successful bidder. This will form the contract.

12 Disclaimer

The information contained in this ITT is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the Authority, or any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any bidder, any relevant organisation, bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by the Authority, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Authority in relation to this procurement. No person has been authorised by the Authority, or their advisers or consultants to give any information or make any representation not contained in the MOI or the PQQ or the ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in the MOI, PQQ or the ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of the MOI, the PQQ or the ITT or other pre-contract documentation.

The Authority accept no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Bidder in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between Authority and any Bidder arising by virtue of this tender process.

References to the MOI and the PQQ and the ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Authority or any of its advisers or consultants in connection with the MOI, the PQQ or any other pre-contract document.

Each Bidder’s acceptance of delivery of a PQQ response constitutes its agreement to, and acceptance of, the terms set out in this ITT.

The Authority reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the PQQ submissions and ITT bids, not to invite a Potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of the procurement.

The Authority shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

## 13 Bidder changes

Bidders are subject to an ongoing obligation to notify the Authority of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Authority should be notified of any material change as soon as it becomes apparent.

Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Authority reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Authority may take into account whether such change is material to the delivery of the contract.

### 14 Procurement Costs

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. The Authority will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Authority will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

## 15 Publicity

No publicity regarding this procurement process or the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to this PQQ or any ITT relating to this process, its contents, any ongoing dialogue between the Authority and any Bidder or any proposals relating to it, without the prior written consent of the Authority

# 16 IPR

## All procurement documentation issued in connection with this procurement shall remain the property of the Authority and shall be used by the Bidder only for the purposes of this procurement.

## 

## 17 Law and Jurisdiction

## Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales.

## The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

18 Prerequisites  (only applicable to the tender if this box is checked, open procedure only and must be referenced in the OJEU notice)

Bids that fail to meet the minimum standard as denoted in Appendix 1 will be rejected. This includes those that are ineligible to tender on a ground specified in regulation 23 of the Public Contract Regulations (2006 as amended). Bidders that fail to satisfy the Authority of meeting the minimum standards set out both economically and technically will be deemed ineligible and not have their bid further assessed.

It is recommended the bidders assess Appendix 1 and satisfy themselves of their own compliance before completing.

|  |
| --- |
| SCHEDULE DSPECIFICATION |

Document 1

Specification for Microsoft Server Licenses (Teletracking)

The aim of this is to ensure a quick and efficient sourcing process which is at minimal cost to the *Offeror* and Trust. Therefore all criteria for the Specification are mandatory and will not be scored as part of a qualitative evaluation.

Section 1 – Technical Specification

The goods must be supplied as per the following:

|  |  |
| --- | --- |
| Description | Quantities |
| SQLSvrStdCore 2016 SNGL MVL 2Lic CoreLic Standard | 6 |
| (To be used for Live System) |
| SQLSvrStdCore 2016 SNGL MVL 2Lic CoreLic Standard | 3 |
| (To be used for Test System) |
| WinSvrDCCore 2016 SNGL MVL 2Lic CoreLicStandard | 24 |

The Trust has an existing license management agreement with a Microsoft Volume Licensing Service Centre (MSVLSC) and the licenses must be capable of being brought in line with this agreement.

Section 2 – Operational Specification

Following a successful bid during the e-auction, a purchase order will be raised to the winning supplier, who will then provide authentic license keys to the Trust within 3 working days.

Section 3 – Commercial Specification

3.1 Prices are to be submitted as per the Terms of Offer (Document 3)

3.2 Pricing will be as a result of a reverse English auction

3.3 Costs are to be maintained and managed as per the Terms of Offer (Document 3)

|  |
| --- |
| SCHEDULE E LIST OF REQUIREMENTS |

LIST OF REQUIREMENTS

|  |  |
| --- | --- |
| Description | Quantities |
| SQLSvrStdCore 2016 SNGL MVL 2Lic CoreLic Standard | 6 |
| (To be used for Live System) |
| SQLSvrStdCore 2016 SNGL MVL 2Lic CoreLic Standard | 3 |
| (To be used for Test System) |
| WinSvrDCCore 2016 SNGL MVL 2Lic CoreLicStandard | 24 |

As per specification. All items must be original Microsoft Software licenses. Alternatives or substitutions will NOT be accepted.

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| SCHEDULE F SPECIMEN CONTRACT  (INCLUDING CONRACT TERMS AND CONDITIONS) |

STANDARD CONTRACT FOR GOODS



|  |
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| SCHEDULE G ADDITIONAL INFORMATION  (for mandatory completion and return) |

### ADDITIONAL INFORMATION

1. Company Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1.1 | Name of the organisation in whose name the tender would be submitted |  |  |  |  |
| 1.2 | Contact name for enquiries about this bid |  |  |
| 1.3 | Contact position (Job Title) |  |  |
| 1.4 | Address including Post Code |  |  |
| 1.5 | Telephone number |  |  |
| 1.6 | Fax number |  |  |
| 1.7 | Website address (if any) |  |  |
| 1.8 | Company Registration number |  |  |  |
| 1.9 | Charities or Housing Association or other Registration number (if this applies). Please specify registering body |  |  |  |
| 1.10 | VAT Registration number |  |  |  |
| 1.11 | Name of (ultimate) parent company (if this  applies): |  |  |  |
| 1.12 | Companies House Registration number of  parent company (if this applies): |  |  |  |

## CONTINGENCY PLANS & BUSINESS CONTINUITY

This is for information only. The Authority requires holding on file any contingency and business continuity plans of all of its suppliers. Where you do not have any formal contingency plans in place, you must agree to work with the Authority to produce these over the initial contract term to mitigate any risk which may occur and affect contract performance.

2.1 Please provide copies of what contingency plans your organisation has in place if any of the following incidents were to occur:

2.1.1 Fire at your premises

|  |
| --- |
|  |

2.1.2 IT failure at your premises

|  |
| --- |
|  |

2.1.3 Industrial action by your staff

|  |
| --- |
|  |

2.1.4 National industrial action (e.g. the fuel dispute)

2.1.5 Force majeure (e.g. Terrorism, Piracy, Extreme Weather, Grounded flights)

|  |
| --- |
|  |

Please embed pdf or .docx here:

|  |
| --- |
| SCHEDULE H FORM OF OFFER  (for mandatory completion and return) |

FORM OF OFFER

With reference to supply [INSERT PROJECT TITLE HERE] requirements to the Authority(ies) as described in Schedule B Invitation to Tender:

(the Offeror) of [INSERT BIDDERS REGISTERED NAME HERE]

AGREES

* + 1. That this Offer and any Contracts arising from it shall be subject to the Conditions of Tender and the Specimen Contract (including its Terms and Conditions) issued with the Invitation to Tender; and

1.2 if its offer is accepted, to enter into the Contract with the Authority and thereafter to supply [goods/services] in respect of which its offer is accepted to the exact quality, sort and price specified in the Price Schedule in such quantities, to such extent and at such times and locations as ordered; and

1.3 that this offer is made in good faith and that the Tenderer has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Tenderer certifies that it has not, and undertakes that it will not:

1.3.1 communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the Tender, for insurance purposes or for a contract guarantee or bond;

1.3.2 enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

|  |  |
| --- | --- |
| Signed: | ………………………………………………………………………………….. |
| Print Name: | ………………………………………………………………………………….. |
| Title: | ………………………………………………………………………………….. |
| Company Name: | ………………………………………………………………………………….. |
| Date: | ………………………………………………………………………………….. |

The Form of Offer must be signed by an authorised signatory. In the case of a partnership it must be signed by a partner for and on behalf of the firm, and in the case of a limited company by an officer duly authorised with the designation of the officer being stated.

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| SCHEDULE I CERTIFICATE OF NON-CANVASSING  (for mandatory completion and return) |

###### CERTIFICATE OF NON CANVASSING

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer, Employee or Agent of the Countess of Chester Hospital NHS Foundation Trust in connection with the award of this Tender or any other Tender or proposed Tender for the services and that no person employed by me/us or acting on my/our behalf has committed any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any Member, Officer, Employee or Agent of Countess of Chester Hospital NHS Foundation Trust in connection with the award of this or any other Tender or proposed Tender for the provision of services and that no person employed by me/us or acting on my/our behalf will commit any such act.

|  |  |
| --- | --- |
| Signed: | ………………………………………………………………………………….. |
| Print Name: | ………………………………………………………………………………….. |
| Title: | ………………………………………………………………………………….. |
| Company Name: | ………………………………………………………………………………….. |
| Date: | ………………………………………………………………………………….. |

|  |
| --- |
| APPENDIX 1  PRE- REQUISITES  (for mandatory completion and return) |

\*\* TO BE COMPLETED\*\*

All elements within this section are mandatory. You must agree to all these statements to progress to the e-auction stage of the process

|  |  |  |
| --- | --- | --- |
| Minimum Standards: (YES=PASS/NO=FAIL) | Criteria | Answer  Variable |
| TECHNICAL STANDARDS |  |  |
| Please confirm that you are able to supply ALL products within Schedule E- List of Requirements | Pass/Fail | Yes/No |
| Please confirm you understand that all products supplied must be from the Original Equipment Manufacturer (OEM) and in a condition as stated in the Specification. | Pass/Fail | Yes/No |
| We can deliver within 3 days of receipt of purchase order. | Pass/Fail | Yes/No |
| OPERATIONAL SPECIFICATION | | |
| We can receive purchase orders electronically by email, fax or XML. | Pass/Fail | Yes/No |
| We can provide either a dedicated account manager or single point of contact. | Pass/Fail | Yes/No |
| We have a disaster recovery or business continuity plan, and a copy of this will be made available on request. | Pass/Fail | Yes/No |
| TERMS OF OFFER |  |  |
| I have read and understood the Terms and Conditions of Contract (Schedule F). | Pass/Fail | Yes/No |
| Our prices offered are open for acceptance for 30 days. | Pass/Fail | Yes/No |
| Our product prices are inclusive of all charges. This includes delivery, returns and administration. | Pass/Fail | Yes/No |
| We are willing to participate in a reverse English e-Auction. | Pass/Fail | Yes/No |
| We are willing to agree and accept performance measures if necessary for the contract period. (This will only be necessary following performance issues such as non delivery or faulty products) | Pass/Fail | Yes/No |