

Invitation to Tender

for

Non-Wire Lesion Localisation & Sentinel Lymph Node Location Products

National Framework Agreement

Project Ref: F/062/LOC/19/IB

Tender Process:

Schedule I Open Tender Services	<input type="checkbox"/>	Schedule I Open Tender Goods	<input checked="" type="checkbox"/>
Schedule I Restricted Tender Services	<input type="checkbox"/>	Schedule I Restricted Tender Goods	<input type="checkbox"/>

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1. BACKGROUND TO THIS FRAMEWORK AGREEMENT

Non-Wire Lesion Localisation

Non-Wire Lesion Localisation is designed to replace the guidewire system that surgeons use currently. It enables the surgeon to locate and remove cancers that are too small to feel.

Systems typically use magnetic, RFID-enabled or Iodine125 localisers (“seeds”) that can be detected by specialised detectors to pinpoint the lesion for removal. The seed can be injected into the patient by radiologists under either ultrasound or X-ray guidance up to 30 days before the patient’s cancer operation. In the operation the surgeon uses a handheld probe to find the location of the localiser in the patient. From the skin surface, the surgeon can detect the location of the localiser in the cancer and then plan the incision and operation accurately. This is an improvement on the wire because although it is obvious where the guidewire enters the patient, the entry point can be quite a way from the cancer itself. With these systems, surgeons can remove the cancer just as effectively as with a guidewire but, with less dissection to access the right area, there is a smaller “injury” and the patients recover better as a result.

Sentinel lymph node localisation

Many treatments for early-stage cancer involve ‘sentinel lymph node biopsy’, or SLNB. This method, which identifies the lymph nodes with the highest potential for harbouring metastases, helps to determine the nodal stage of the cancer and make informed decisions for surgery and subsequent treatment. The current standard utilises the combined technique (radioisotope and Patent Blue V dye) which achieves high identification rates.

Radioisotopes are scarce due to limitations of the number of reactors producing these products worldwide. This means that patients often have to travel for treatment to a small number of centres, with consequent waits and queues for treatment. Radioisotopes are also difficult, potentially hazardous and expensive to store and distribute.

Non-radioactive lymph node localisation uses non-radioactive tracer fluid to replace the use of radioisotopes for sentinel lymph node location. A tracer is injected into the interstitial tissue, which is naturally taken up by the sentinel lymph nodes and provides a traceable signal. A probe is then used to locate the sentinel lymph nodes to determine how far the cancer has spread.

The Countess of Chester Hospital NHS Foundation Trust, through its Commercial Procurement Services, wishes to award a national framework agreement with four Lots:

- Lot 1a - supply of non-wire lesion localisation detectors.
- Lot 1b - supply of non-wire lesion localisation implants & associated implantation devices.
- Lot 2a - supply of sentinel lymph node location detectors.
- Lot 2b - supply of sentinel lymph node location tracer fluids, except radioisotopes.

Tenders may be submitted for one or more Lots.

Further details of the lot structures are provided in SCHEDULE A – Framework Agreement Specification of this ITT.

The proposed framework agreement will allow NHS Organisations to procure these goods and services in a legally compliant manner, with the assurance that Suppliers have met rigorous criteria.

This Framework Agreement opportunity encourages smaller businesses (SME's) to participate. As such the procurement process has been simplified to encourage greater participation. This Framework Agreement will greatly reduce the ongoing administrative burden of repeating multiple procurement processes for the services described within this ITT. This Framework Agreement will therefore support public procurement and private enterprise through its efficiency.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates appointing Bidders whose combined score for a Lot meets or exceeds 50% against the award criteria detailed in Section 10 of this ITT (which have met the minimum requirements which are set out in these ITT documents) to supply the Goods detailed within the specification at SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION.

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

The Countess of Chester Hospital NHS Foundation Trust (the 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, a number of West Cheshire community based health clinics 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 innovative businesses and ideas. Further information can be obtained from the website www.coch-cps.co.uk

The Countess of Chester Hospital NHS Foundation Trust as the Framework Manager will administer the framework agreement, provide guidance to Participating Authorities and issue draft contracts for consideration between Participating Authorities and the successful supplier. In the first instance of any dispute the Framework Manager will offer first line mediation.

3. BACKGROUND TO THE PUBLIC SECTOR AND NHS

The public sector in the United Kingdom (UK) is comprised of many organisations. These include: ministries or departments of central government such as the Cabinet Office, Department of Health (including the National Health Service (NHS)) and Ministry of Justice; local authorities, such as councils and social services; wider public bodies such as fire and rescue services, police authority services, educational authorities, universities and public broadcasting; and utilities agents, such as water authorities. UK public sector procurement bodies must comply with the Public Procurement Regulations, as derived from European Union (EU) treaty principles. These mandate a regulated contract and tender procedure for opportunities above a certain financial threshold, which varies depending on the type of organisation and type of procurement being undertaken.

The National Health Service (NHS) in the UK is representative of over 400 health organisations including Hospital Trusts, Mental Health Trusts, Ambulance Trusts, Foundation Trusts, Clinical Commissioning Groups, Commercial Support Units and Community Health Trusts. The landscape is one of constant evolution and change.

To promote transparency, The Countess of Chester Hospital NHS Foundation Trust wishes to establish a Framework Agreement for use by all UK NHS Bodies (and any future successors to these organisations). To provide bidders with information on potential users of the Framework Agreement the following organisations are considered the core client base who may choose to be a Participating Authority:

NHS Bodies England

<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>

<https://www.nhs.uk/servicedirectories/pages/nhstrustlisting.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>

Scottish NHS Bodies

<http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards>

<http://www.show.scot.nhs.uk/organisations/>

NHS Wales

<http://www.wales.nhs.uk/ourservices/directory>

Health and Social care in Northern Ireland

<http://www.hscni.net/>

NHS bodies in the Isle of Man

NHS bodies in the Channel Isles

Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and (i) financed wholly or mainly by another contracting authority listed above in this section of this ITT;

(ii) subject to management supervision by another contracting authority listed above in this section of this ITT; or

(iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this section of this ITT

(iv) an association of or formed by one or more of the Contracting Authorities listed above in this section of this ITT

Entities which are not public sector bodies may also use the Framework Agreements if the Authority is satisfied that:

- such entity is calling-off goods and/or services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreements on their own account;
- all goods to be called-off by it are to be used directly, solely and exclusively to provide goods and/or services at sites occupied by such public sector body(ies); and
- it will pass the benefit of the call-off contract to such public sector body(ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of goods and/or services imposed on the relevant public sector body(ies), who must be able to benefit from the terms of the Framework Agreements in a like manner and to the same extent as if using the Framework Agreements on its/their own account.

For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Orders and shall be deemed Participating Authorities for the purposes of this Framework Agreement.

4. HOW THE FRAMEWORK WILL OPERATE

The Framework Agreement will consist of four multi-supplier Lots. Award of Contracts under any Lot may be direct award from the Framework Agreement catalogue/description of the Goods in the Lot most appropriate to the Participating Authority’s requirements as set out in the Framework Agreement Specification (Schedule A of this ITT) and the Framework Supplier’s response to that Specification.

The following outlines a high level process of how parties will engage each other. For a detailed explanation of the further competition process and evaluation criteria to be used as part of this process please see Section 12 of this ITT.

NHS Organisations wishing to use the Framework Agreement must contact the Commercial Procurement Services Team directly.

1. NHS Organisations will liaise directly with the Framework Manager in order to satisfy themselves that it offers adequate governance and value.
2. The Framework Manager will issue the NHS Organisation with a detailed briefing pack and a copy of the Framework Agreement detailing options available.
3. The NHS Organisation will decide which Lot is most appropriate to their requirements.
4. The NHS Organisation will undertake a detailed evaluation of the offering in line with the evaluation criteria set out in Section 12 of this ITT.
5. When the Contract award decision is made by the NHS Organisation, the NHS Organisation will contact the Framework Manager for a unique reference number. The Framework Manager will issue the NHS Organisation with a unique reference number which the NHS Organisation will use to call-off the Goods under this Framework Agreement. NHS Organisations attempting to engage a Supplier without the unique reference number are doing so outside the remit of this Framework

Agreement and as such the Framework Manager can offer no assurance on legal compliance.

6. The NHS Organisation may use the model contract templates included within this Framework Agreement.

Suppliers will promote the Framework Agreement at all opportunities with a drive towards a single NHS framework agreement.

Suppliers shall provide COCH with timely, accurate and complete Management Information (MI) Reports each Month on the Reporting Date using the MI Reporting Template. The MI Reporting Template is embedded within SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT and provided as a separate attachment to this ITT for information.

The Framework Manager will monitor expenditure through successful Suppliers' MI Reports. Management fees as detailed within this ITT will be invoiced based on this information at the rate stated. Invoices will be issued monthly and will be due within 30 days. All management fees set out within this ITT are payable by the Supplier to the Framework Manager, Commercial Procurement Services.

Quarterly reviews will be held between the Suppliers and the Framework Manager. The Suppliers will be expected to submit quarterly framework updates to the Framework Manager in advance of these meetings/calls. As part of these, Suppliers will provide updates on their organisation, sales, and marketing, and to highlight any issues affecting sales under the framework.

The Framework Agreement will run for a maximum four year term, however call-off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement Term.

5. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

Open Procedure

Following the closing date for the receipt of Tenders, bids 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. If all prerequisites are satisfied, your bid will be assessed using the award criteria laid out in this Invitation to Tender. 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 bids, along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bids. A minimum 10 calendar day standstill period will follow prior to concluding the Framework Agreement which will be formed upon the exchange and signing of Framework Agreement documents. Where a single Tender is received, no standstill period will be required. Following the signing of the Framework Agreement documents an Award notice will be published in the Official Journal of the European Union and on the UK Government's Contracts Finder website.

6. TIMETABLE

Bidders should note that the dates listed below are indicative only and The Countess of Chester Hospital Commercial Procurement Services reserves the right to vary this timetable at its absolute discretion.

Description	Date/Period
OJEU advertisement sent for publication	17 October 2019
Last date and time for the submission of Clarification Questions	11 November 2019 at 1700 GMT
Invitation To Tender closing date and time.	18 November 2019 at 1400 GMT
Opening of Tenders and commencement of evaluation process.	20 November 2019
End of evaluation process and notification of intent to award. Standstill period begins.	4 December 2019
Framework Agreement conclusion.	On or after 15 December 2019
Framework Agreement launch date.	1 January 2020

7. INVITATION TO TENDER

7.1 Bidders/Tenderers

In this ITT the terms “Bidder” and “Tenderer” are used interchangeably to indicate an organisation that is participating in this tender process. The term “Supplier” refers to a successful Bidder following the Framework Agreement award.

The terms Bid and Tender are similarly used interchangeably.

7.2 Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Framework Manager", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the list of Appendices to this Invitation to tender.

In this ITT the terms “Participating Authority”, “Client Organisation” and “Customer” are used interchangeably to indicate an organisation that may utilise this Framework Agreement.

7.3 Acceptance of bids

The Framework Manager 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. The Framework Manager reserves the right to award the Framework Agreement for the supply of the services described within and arising out of this procurement process to more than one Supplier. The Framework Manager reserves the right to make no award of the Framework Agreement.

Bidders 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.

8. COMMUNICATION

8.1 Clarification Questions from Bidders

Any questions which the Bidder wishes to raise in relation to this Invitation To 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 and time for the submission of Clarification Questions is 11 November 2019 at 1700 GMT.

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

Should a Bidder be in any doubt as to the interpretation of any or all parts of the ITT document, have commercial queries or technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e-sourcing portal. The Framework Manager will refer the query to the relevant person for resolution, and will communicate the decision to the Bidder in writing via the e-sourcing 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 e-sourcing portal only, as failure to do so may result in their bid submission being disqualified.

Bidders are reminded that their questions, and the Framework Manager's responses, will normally be circulated to all Bidders in an anonymised form, in order to treat all Bidders fairly. This may be provided in digest form, periodically updated and uploaded to the e-sourcing 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 Framework Manager 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 e-sourcing portal and/or circulating the response to all Bidders.

8.2 Clarification Questions from Framework Manager

The Framework Manager reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-sourcing portal to the Bidder's nominated representative. The Framework Manager 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 Framework Manager 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 Framework Manager 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 Framework Manager reserves the right to conduct site visits and/or audits at any time during this procurement process.

9. RETURN OF BIDS

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

The Framework Manager intends to award the Framework Agreement to the Bidders who submit the most economically advantageous tenders as determined by applying the evaluation criteria set out in this ITT. However, the Framework Manager reserves the right not to award all or any of the Framework Agreement to the most economically advantageous bids or to any bidder.

The Framework Manager 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.

9.1 The closing date for the return of Tenders is 18 November 2019 at 1400 GMT

Failure to return a completed tender by the closing date specified will entitle The Framework Manager 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.

10. FRAMEWORK AWARD PROCESS AND EVALUATION CRITERIA

The Framework Agreement will be awarded on the basis of the most economically advantageous tenders in each Lot which will be evaluated on the following criteria:

Lot 1a – supply of non-wire lesion localisation detectors

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical - Non-wire lesion localisation detector functionality	50%
Technical - Training delivery	15%
Technical - Back-up and support service delivery	15%
Technical - Non-wire lesion localisation detector delivery	10%
Commercial Evaluation	10%
Total	100%

Lot 1b – supply of non-wire lesion localisation implants & associated implantation devices

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical - Non-wire lesion localisation implants & associated implantation devices functionality	50%
Technical - Training delivery	5%
Technical - Back-up and support service delivery	15%
Technical - Non-wire lesion localisation implants & associated implantation devices delivery	20%
Commercial Evaluation	10%
Total	100%

Lot 2a – supply of sentinel lymph node location detectors

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical - Sentinel lymph node location detector functionality	50%
Technical - Training delivery	15%
Technical - Back-up and support service delivery	15%
Technical - Sentinel lymph node location detector delivery	10%
Commercial Evaluation	10%
Total	100%

Lot 2b – supply of sentinel lymph node location tracer fluids, except radioisotopes

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical - Sentinel lymph node location tracer fluid functionality	50%
Technical - Training delivery	5%
Technical - Back-up and support service delivery	15%
Technical - Sentinel lymph node location tracer fluid delivery	20%
Commercial Evaluation	10%
Total	100%

Each Lot will be evaluated separately.

The evaluation will follow the four step process described below.

10.1 STEP 1: PREREQUISITES

10.1.1 Bidders must submit a compliant completed bid and must meet all the requirements of SCHEDULE C - Prerequisites. Bids that are not compliant or incomplete may be rejected.

10.1.2 Assessment of Economic and Financial Standing

The Framework Manager will not undertake an evaluation of the Bidder's economic and financial standing. Contracting authorities that intend to call off contracts under

the framework agreement are expected to carry out their own assessment of the Supplier’s economic and financial standing prior to Contract award.

10.1.3 Assessment of Technical and Professional Ability

We want to make sure that you have experience of supplying the type of products covered by each Lot of this Framework Agreement. This section lets you tell us about up to 3 contracts that you have run. Customers who want to call off contracts from a Lot of the Framework Agreement may want to check these references for themselves.

If you don’t have at least one example of a contract for the type of goods covered by the applicable Lot of this Framework Agreement, you can use section 6.3 of the SQ to tell us about your ability. It is important to include enough detail to give us, and potential users of the Framework Agreement, confidence that you will be capable of performing the service.

If we determine that the level of experience is acceptable, then you will achieve a “Pass” for Section 4 of the SQ in that Lot.

10.1.4 Bidders must meet all of the selection requirements of SCHEDULE C - Prerequisites. Any Bidders which do not meet all of the selection requirements set out in the prerequisites as found in SCHEDULE C- Prerequisites (or (1) submit their European Single Procurement Document, which must be completed in full (together with any further information which is required in the prerequisites but not in the European Single Procurement Document); or (2) explain to The Countess of Chester Hospital Commercial Procurement Services’ satisfaction why they do not perhaps through the use of self-cleaning evidence) will be treated as ineligible for the Framework Agreement, their Tender will not be evaluated further and the Bidder will be informed of their rejection at this stage.

10.1.5 Bidders who have met prerequisites will move to step 2.

10.2 STEP 2: EVALUATION OF TECHNICAL INFORMATION

10.2.1 Technical information will be evaluated using the criteria and weightings below.

Lot 1a – supply of non-wire lesion localisation detectors

Criterion	Weighting %
Technical - Non-wire lesion localisation detector functionality	50%
Technical - Training delivery	15%
Technical - Back-up and support service delivery	15%

Technical - Non-wire lesion localisation detector delivery	10%
Total for Technical Criteria (Lot 1a)	90%

Lot 1b – supply of non-wire lesion localisation implants & associated implantation devices

Criterion	Weighting %
Technical - Non-wire lesion localisation implants & associated implantation devices functionality	50%
Technical - Training delivery	5%
Technical - Back-up and support service delivery	15%
Technical - Non-wire lesion localisation implants & associated implantation devices delivery	20%
Total for Technical Criteria (Lot 1b)	90%

Lot 2a – supply of sentinel lymph node location detectors

Criterion	Weighting %
Technical - Sentinel lymph node location detector functionality	50%
Technical - Training delivery	15%
Technical - Back-up and support service delivery	15%
Technical - Sentinel lymph node location detector delivery	10%
Total for Technical Criteria (Lot 2a)	90%

Lot 2b – supply of sentinel lymph node location tracer fluids, except radioisotopes

Criterion	Weighting %
Technical - Sentinel lymph node location tracer fluid functionality	50%
Technical - Training delivery	5%
Technical - Back-up and support service delivery	15%
Technical - Sentinel lymph node location tracer fluid delivery	20%
Total for Technical Criteria (Lot 2b)	90%

10.2.2 Bidders are required to answer a number of questions found in SCHEDULE D TECHNICAL SCHEDULE, which are linked to the criteria listed above.

10.2.3 Each question has been assigned a maximum score, which is provided in SCHEDULE D TECHNICAL SCHEDULE. The following methodology will apply where qualitative information is provided.

Rate	Qualifier	Interpretation
0	No Confidence	Does not meet the specification and/or insufficient information provided to demonstrate how the Bidder will satisfy this requirement of the specification.
1	Serious concerns	The response gives little confidence that the Bidder could satisfy this requirement of the specification to an acceptable standard of quality and deliverability. There are considerable reservations regarding how the Bidder would satisfy this requirement of the specification.
2	Concerns, Some Confidence	The response gives some confidence that the Bidder could satisfy this requirement of the specification to an acceptable standard of quality and deliverability but there are minor reservations about one or more aspects of the response.
3	Acceptable, Confident	The response gives confidence that the Bidder could satisfy this requirement of the specification to an acceptable standard of quality and deliverability.
4	Exceptionally Confident	The response gives excellent confidence that the Bidder could satisfy this requirement of the specification to an excellent standard of quality and deliverability.

10.2.4 In applying the scoring scale each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to fitness for purpose and therefore covers any aspect of a submission that affects the performance of the Framework Agreement. 'Deliverability' refers to the likelihood that all aspects of a particular submission (including time and cost) could in fact be delivered by the Bidder concerned. The term 'acceptable' in this context refers to a level of quality and/or deliverability that would be acceptable to a reasonably well informed and normally diligent Contracting Authority. The term 'excellent' in this context refers to a level of quality and/or deliverability that would clearly exceed the normal expectations of a reasonably well informed and normally diligent Contracting Authority.

10.2.5 The evaluation of technical information will be undertaken once for each Lot, and the resulting score used in the calculation of the final score for each Lot described in step 4 below.

10.3 STEP 3: COMMERCIAL EVALUATION

10.3.1 The commercial evaluation for each Lot is based on an the unit price of a detector, implant or dose of tracer fluid, as appropriate as described in SCHEDULE E – Commercial Schedule, using the weighting below;

Lot 1a – supply of non-wire lesion localisation detectors

Commercial Criterion (Lot 1a)	Weighting %
The unit price of the Supplier’s non-wire lesion localisation detector	10%
Total for Commercial Criteria (Lot 1a)	10%

The Bidder with the lowest unit price will receive the full 10% commercial score. Bidders with higher total unit prices will gain a percentage of the 10% commercial score for that scenario on a pro-rata basis from the top scoring price. This is calculated using the following formula:

$$\text{Commercial score} = 10 \times (\text{Lowest unit price} / \text{Bidder unit price})$$

where

Lowest unit price = the lowest unit price provided.

Bidder unit price = the unit price offered by the Bidder.

Bidders should provide technical details of the non-wire lesion localisation detector offered in response to this Lot in a separate attachment where requested in the NHS Sourcing portal.

Lot 1b – supply of non-wire lesion localisation implants & associated implantation devices

Commercial Criterion (Lot 1b)	Weighting %
The unit price of the Supplier’s non-wire lesion localisation implant	10%
Total for Commercial Criteria (Lot 1b)	10%

The Bidder with the lowest unit price will receive the full 10% commercial score. Bidders with higher total unit prices will gain a percentage of the 10% commercial score for that scenario on a pro-rata basis from the top scoring price. This is calculated using the following formula:

Commercial score=10 x (Lowest unit price / Bidder unit price)

where

Lowest unit price = the lowest unit price provided.

Bidder unit price = the unit price offered by the Bidder.

Bidders should provide technical details of the non-wire lesion localisation implants & associated implantation devices offered in response to this Lot in a separate attachment where requested in the NHS Sourcing portal.

Lot 2a – supply of sentinel lymph node location detectors

Commercial Criterion (Lot 1a)	Weighting %
The unit price of the Supplier's sentinel lymph node location detector	10%
Total for Commercial Criteria (Lot 2a)	10%

The Bidder with the lowest unit price will receive the full 10% commercial score. Bidders with higher total unit prices will gain a percentage of the 10% commercial score for that scenario on a pro-rata basis from the top scoring price. This is calculated using the following formula:

Commercial score=10 x (Lowest unit price / Bidder unit price)

where

Lowest unit price = the lowest unit price provided.

Bidder unit price = the unit price offered by the Bidder.

Bidders should provide technical details of the sentinel lymph node location detector offered in response to this Lot in a separate attachment where requested in the NHS Sourcing portal.

Lot 2b – supply of sentinel lymph node location tracer fluids, except radioisotopes

Commercial Criterion (Lot 1b)	Weighting %
The unit price of the Supplier's sentinel lymph node location tracer fluid	10%
Total for Commercial Criteria (Lot 1b)	10%

The Bidder with the lowest unit price will receive the full 10% commercial score. Bidders with higher total unit prices will gain a percentage of the 10% commercial score for that scenario on a pro-rata basis from the top scoring price. This is calculated using the following formula:

Commercial score = $10 \times (\text{Lowest unit price} / \text{Bidder unit price})$

where

Lowest unit price = the lowest unit price provided.

Bidder unit price = the unit price offered by the Bidder.

Bidders should provide technical details of the sentinel lymph node location tracer fluid offered in response to this Lot in a separate attachment where requested in the NHS Sourcing portal.

Bidders are also required to provide a full electronic catalogue of all products available, which will be made available to Participating Authorities under this Framework Agreement. These prices will not be used for evaluation of award to the Framework Agreement but should enable NHS Organisations to determine the cost of using the Supplier as their provider of Non-Wire Lesion Localisation and/or Sentinel Lymph Node Location Products.

10.4 STEP 4: CALCULATION OF FINAL SCORES AND AWARD OF FRAMEWORK AGREEMENT

10.4.1 Once the commercial and technical criteria have been assessed, the final scores for each Lot will be calculated as follows:

10.4.2 Each Bidder's technical score for a Lot, as calculated in step 2 will be added to the commercial score for the Lot as calculated in step 3, to produce a total score for each Bidder for that Lot.

10.4.3 The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates that all Bidders whose combined score for a Lot meets or exceeds 50% (who have met the minimum requirements set out in this Invitation to Tender) will be awarded a place on that Lot of the proposed Framework Agreement to supply the services detailed within the specification at SCHEDULE A - Framework Agreement Specification.

10.4.4 Suppliers may be appointed to one or more Lots of the Framework Agreement. Contracting Authorities shall only request Goods from the Supplier(s) appointed to the Lot relevant to their requirement.

11. CONDITIONS OF TENDER

11.1 Information and Confidentiality

11.1.1 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 other 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 Framework Manager 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 the Framework Manager, the Bidder shall promptly provide evidence to Framework Manager that such undertakings have been provided to the Bidder.

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

11.1.3 This invitation and its accompanying documents shall remain the property of Framework Manager and must be returned on demand.

11.1.4 Any notice to a Bidder 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 Bidder by name, to the Bidder's last known place of abode or business or, in the case of a company, the registered office of the company.

11.1.5 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.

11.2 Freedom of Information and other information disclosures

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

- 11.2.2 The Framework Manager 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.
- 11.2.3 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.
- 11.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager 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.
- 11.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked “confidential” or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking, and that the Framework Manager has the final decision regarding the disclosure of any such information in response to a Request for Information.
- 11.2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager 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.
- 11.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the Framework Manager (at the Bidder’s expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.
- 11.2.8 Bidders should be aware of the Framework Manager’s obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager. 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 Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.
- The Framework Manager 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.
- 11.2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that the Framework Manager 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.

11.3 Prices

- 11.3.1 Prices in SCHEDULE E COMMERCIAL SCHEDULE must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.
- 11.3.2 Prices in Contracts called off from the Framework Agreement must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period will be rejected.
- 11.3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. References to standard inflationary indices are not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.
- 11.3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the Award notice, the Framework Manager reserves the right to terminate and re-advertise the Framework Agreement.

11.4 Tender Documentation and Submission

- 11.4.1 Tenders must be for the supply of the whole of the specification in the Lot to which the Tender applies 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.
- 11.4.2 The goods offered should be strictly in accordance with the Specification of the appropriate Lot. Alternative goods may be offered but all differences between such goods and the applicable Specification must be indicated in detail in your response to SCHEDULE D TECHNICAL SCHEDULE. Alternative goods offered may be rejected at the sole discretion of the Framework Manager if they are substantially non-compliant with the Specification. If compliant, alternative goods offered will be evaluated strictly in accordance with the published award criteria.
- 11.4.3 Tenders for each Lot offered must comprise of the following completed documents:
- the Technical Schedule, completed for all Lots tendered;
 - the Commercial Schedule, completed for all Lots tendered;
 - the appropriate Prerequisites;
 - the Form of Offer;
 - the Certificate of Non-Canvassing;
 - any other documents requested, as appropriate to each Lot tendered.

11.4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; 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.

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

- contains gaps, omissions or obvious errors; or
- contains amendments which have not been initialled by the authorised signatory; or
- is received after the closing time.

11.4.6 Contact the Framework Manager via the e-sourcing portal for help in completing the Tender in compliance with the requirements of this ITT.

11.4.7 Offers must be written in English and submitted via the Framework Manager's e-sourcing portal at www.nhssourcing.co.uk

11.4.8 The Framework Manager may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Bidders.

11.5 Rebates/Commissions

11.5.1 Why we charge our suppliers fees.

- Setting up legally compliant framework agreements is a resource intensive process which requires qualified experienced staff
- We manage our framework agreements including dealing with client enquiries
- The fees allow us to deliver free to access framework agreements for client authorities which encourages usage by the Public Sector.

11.5.2 In any application of rebates and commissions, Bidders 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. The Supplier will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly.

11.5.3 The purposes of rebates and commissions are the promotion and management of the Framework Agreement and as such should benefit both the Framework Supplier and the Framework Manager. All fees set out below are payable by the supplier to the Framework Manager, Commercial Procurement Services.

11.5.4 There will be a Framework Agreement award fee of £3,000 per Supplier appointed - not discountable against any other fees charged to the Supplier by the Framework Manager. For the avoidance of doubt, any Supplier awarded to more than one Lot of the proposed Framework Agreement will not be required to pay multiple Framework Agreement award fees. Invoices will be issued following the signing of the Framework Agreement and will be due within 30 days.

11.5.5 There will be an annual fee equal to that paid in the award fee - discounted from the Gain Share charge for new contracts signed and live within the 12 months prior to the

annual fee due date. The annual fee will be paid by the Supplier to the Framework Manager for every year the Framework Agreement is live. Invoices will be issued on the anniversary of the Framework Agreement letting date and will be due in 30 days.

11.5.6 There will be a Gain Share charge – this will be 1.5% of the turnover of each call off Contract awarded under the Framework Agreement. The Gain Share charge will be paid by the Supplier to the Framework Manager for the duration of each call off contract. Call off contracts may exceed the Framework Agreement expiry date and in such cases the Gain Share charges will continue to be paid until the call off contract expiry date.

11.6 Table-top trials (only applicable to the Tender if this box is checked)

11.6.1 Not applicable.

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

11.7.1 The attention of Bidders 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 Bidder on the same terms and conditions. The above does not apply to the self-employed.

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

11.7.3 To assist in future processes the Framework Manager may seek workforce details from present supplier(s). The Framework Manager 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. Bidders 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 Bidders on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Bidder'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 Framework Manager a Bidder will be deemed to have agreed to abide by these obligations of confidentiality.

11.7.4 The successful Supplier will be required to indemnify the Contracting Authority against all possible claims under TUPE.

11.7.5 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.

**Note. TUPE may apply to subsequent Call-Off Contracts but it does not apply to the establishment of this Framework Agreement due to it offering no commitment.*

11.8 Contract Monitoring

- 11.8.1 The Framework Manager is committed to helping improve the efficiency of contracted Suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the Supplier/s and formally documented. It is possible that measurement criteria will develop during the term of the Framework Agreement - this will also be documented following agreement with the Supplier/s.
- 11.8.2 Monthly contract financial performance monitoring may be necessary to ensure that the correct rebate amount is payable. The Framework Manager reserves the right to request audit data from Participating Authorities to ensure management information is accurate. Failure by a Participating Authority to provide may result in the Framework Manager requesting volume supply information under the auspices of the Freedom of Information Act.

11.9 Canvassing

- 11.9.1 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 Framework Manager, or to any officer (or their partner) or employee (or their partner) of any Framework Manager 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 Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or
- directly or indirectly attempts to contact any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or
- directly or indirectly attempts to influence any member, employee, agent or contractor of the Framework Manager concerning the conduct of the process leading to the award of the Framework Agreement or any subsequent 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, SQ or ITT, whichever is applicable;
- directly or indirectly canvasses any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable);

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

11.10 Collusive Tendering

- 11.10.1 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 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 Framework Manager 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 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 ITT or proposed response to the ITT;

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

11.11 Guarantees

11.11.1 If the successful Bidder is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Framework Manager 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 Bidder of its obligations to the Contracting Authority

11.11.2 If the successful Bidder shall fail to provide the Guarantee within the period specified in 11.11.1 above, the Framework Manager shall by written notice to the Bidder be entitled to treat such failure as putting an end to the Framework Agreement between the Contracting Authority and the Bidder.

11.12 The Framework Agreement

11.12.1 This procurement exercise concerns the conclusion of a Framework Agreement under which multiple Suppliers will be appointed to supply Services or Goods to NHS Organisations on the terms agreed. A copy of a specimen Framework Agreement can be found in SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT.

11.12.2 The specification (SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION) and associated appendices, the terms and conditions at SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT together with any special requirements will form the basis of the resulting Framework Agreement between the successful Bidder and the Contracting Authority. Please confirm your understanding of this statement by completing the "Form of Offer" attached as SCHEDULE F FORM OF OFFER.

11.13 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 Framework Manager, 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 Framework Manager, 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 Framework Manager in relation to this procurement. No person has been authorised by the Framework Manager, or their advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in this 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 this ITT or other pre-contract documentation.

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

In this paragraph, references to 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 Framework Manager or any of its advisers or consultants in connection with any other pre-contract documentation.

The Framework Manager 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 ITT bids, in respect of the procurement.

The Framework Manager 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.

11.14 Bidder changes

Bidders are subject to an ongoing obligation to notify the Framework Manager 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 Framework Manager should be notified of any material change as soon as it becomes apparent.

Failure to notify the Framework Manager 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 Framework Manager reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Framework Manager may take into account whether such change is material to the delivery of the contract.

11.15 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 Framework Manager 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 Framework Manager 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.

11.16 Publicity

No publicity regarding this procurement process or the award of any Framework Agreement or Contract will be permitted unless and until the Framework Manager 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 ITT relating to this process, its contents, any ongoing dialogue between the Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of the Framework Manager.

11.17 IPR

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

11.18 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).

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

Bids and/or Bidders that fail to meet the minimum standards as denoted in SCHEDULE C PREREQUISITES may be rejected. This includes Bidders that are ineligible to tender under one or more of the mandatory exclusion criteria specified in regulation 57 of the Public Contracts Regulations 2015 (as amended). Bidders that fail to satisfy the Contracting Authority's prerequisites, either economically or technically will be deemed ineligible and not have their bid further assessed.

It is recommended the Bidders review SCHEDULE C PREREQUISITES and satisfy themselves of their own compliance before completing the technical and commercial response schedules.

11.20 Contingency Plans & Business Continuity

This clause is for information only. The Contracting Authority requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

Successful Suppliers will be required to provide copies of their contingency plans for any of the following situations:

11.20.1 Fire at your premises

11.20.2 IT failure at your premises

11.20.3 Cyber attack

11.20.4 Industrial action by your staff

11.20.5 National industrial action (e.g. action affecting fuel distribution)

11.20.6 Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

12. CALL OFF CONTRACT AWARD PROCESS

12.1 The following sets out the process by which call off Contracts may be awarded under the Framework Agreement by Participating Authorities.

12.1.1 This Framework Agreement will be a multi-supplier Framework Agreement with four Lots:

Lot 1a - supply of non-wire lesion localisation detectors.

Lot 1b - supply of non-wire lesion localisation implants & associated implantation devices.

Lot 2a - supply of sentinel lymph node location detectors.

Lot 2b - supply of sentinel lymph node location tracer fluids, except radioisotopes.

Contracts in any Lot may be awarded by direct call-off from a catalogue of goods. The Framework Agreement will run for a four year term. Call-off Contracts may exceed this period provided that such Contracts are awarded within the Framework Agreement term.

Call-off processes and related ordering procedures

Any Participating Authority awarding a Call Off Contract under this Framework Agreement shall:

- (i) develop a clear Statement of Requirements;
- (ii) apply the Award Criteria to the catalogue of the Goods for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution;
- (iii) request a unique reference number from the Framework Manager;
- (iv) The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority can use to call-off the services under this Framework Agreement. Participating Authorities attempting to engage a Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance; and
- (v) on the basis set out above, award the Call Off Contract with the successful Framework Supplier in accordance with the procedure below.

The Participating Authority shall publish the necessary award information on Contracts Finder.

CALL OFF AWARD PROCEDURE

A Contracting Authority may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Authority to the extent permitted by and in accordance with the requirements of the Regulations and Guidance) of the Template Order Form set out in Framework Schedule 7 (Ordering Procedure, Award Criteria and Order Form) and Framework Agreement Appendix A (Call-off Terms and Conditions for the Supply of Goods). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described here shall not constitute a Call Off Agreement under this Framework Agreement.

The Framework Agreement will run for a four year term; however call-off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

On receipt of an order form as described above from a Contracting Authority the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.

On receipt of the signed order form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

RESPONSIBILITY FOR AWARDS

12.2 The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- (i) the conduct of Other Contracting Authorities in relation to this Framework Agreement; or
- (ii) the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement.

13. LIST OF SCHEDULES AND APPENDICES

SCHEDULE.	Title	Contents	Action
A	Framework Agreement Specification	Specification of the subject matter of the procurement	Bidder should read the specification and ensure they can provide the services listed.
B	Template Framework Agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> ▪ NHS FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS ▪ APPENDIX A- CALL OFF TERM AND CONDITIONS FOR THE SUPPLY OF GOODS 	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – FORM OF OFFER
C	Prerequisites	Mandatory/Discretionary and Minimum requirements of all Bidders	Bidders are required to complete all questions in prerequisites in SCHEDULE C PREREQUISITES. Alternatively; Bidders may submit their European Single Procurement Document, which must be completed in full together with responses to any additional prerequisites shown in SCHEDULE C PREREQUISITES..
D	Technical Schedule	Technical criteria to be assessed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal
E	Commercial Schedule	Commercial offerings to be detailed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal
F	Form of Offer	Formal Commitment of Bidder to Tender Offer	An unamended copy must be signed by an appropriate person with the authority to commit the Bidder to the Tender offer and the Framework Agreement. This document is in PDF format and should be printed, signed (electronic signatures will not be accepted) witnessed and dated, scanned and attached to the response submission via the e-sourcing portal.
G	Certificate of Non Canvassing		This document once completed should be uploaded as part of tender response to the e-sourcing portal

APPENDIX.	Title	Contents	Action
1	MI Reporting Template		For information.