Countess of Chester Hospital NHS
NHS Foundation Trust

Invitation to Tender

for

GAMMA PROBE MACHINES CONSUMABLES AND MAINTENANCE

Project Ref: C/214/PL/18/SVR

Tender Process:

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	☒

Posted Date: Wednesday 30th May 2018

CLOSING DATE FOR TENDER RETURNS: Wednesday 13th June 1.00pm

MASTER INDEX OF TENDER DOCUMENT

SCHEDULE A

BACKGROUND TO TENDER OPPORTUNITY

BACKGROUND TO THIS OPPORTUNITY

The Countess of Chester Hospital Breast Department is looking to purchase 2 Gamma Probe Machines with consumables and maintenance included. A gamma probe is a handheld device containing a scintillation counter, for intraoperative use following injection of a radionuclide, to locate sentinel lymph nodes by their radioactivity. It is used primarily for sentinel lymph node mapping and parathyroid surgery. Gamma probes are also used for RSL (radioactive seed localization), to locate small and non-palpable breast lesions. The Gamma Probe machines will be used to locate the cancer site within a patient's breast. The machines must be non-wireless and detect Technetium-99m and L-125.

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.

Below OJEU Procedure

Following the receipt of your bid and the passing of the tender return date and time, your bid will be opened by the assessment panel. Where mandatory requirements have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any mandatory requirement will result in your bid being immediately rejected at the discretion of the Authority. Upon satisfying all mandatory requirements your bid will be qualitatively assessed using the award criteria laid out in in Schedule G

SCHEDULE B

INVITATION TO TENDER

INVITATION TO TENDER

1. Bidders/Tenderers/E-tendering

In this Invitation to Tender (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.

The term e-tendering portal is used to refer to www.nhssourcing.co.uk.

2. 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 Gamma Probe Machines.

3. 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.

4. Clarification Questions from Bidders

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

The last date for the submission of Clarification Questions is Tuesday 12th June 1.00pm

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 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.

5. 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.

6. Return of Bids

Tenderers must return bids via the e-tendering portal 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 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, 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.

7. The closing date for the return of Tenders is Wednesday 13th June – 1.00pm

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-tendering portal, and provide a reason for this decision.

SCHEDULE C

CONDITIONS OF TENDER

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Information and Confidentiality

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 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 the 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.

2. 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 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.

2.10 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 The prices submitted as part of this tender process must remain open for acceptance until 120 days from the closing date for the receipt of Tenders.

3.2 Prices on the schedule must be firm (i.e. not subject to variation) for the initial contract period. Any amendments to the fixed period may be rejected as the discretion of the Authority.

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. Reference to standard inflationary indexes is not acceptable. Any price variations will be reviewed and may be accepted or rejected at the discretion of the Authority. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.

3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the award notice, the authority reserves the right to terminate and re-tender the contract.

3.5 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.

3.6 Where either price-only or price/technical (most economically advantageous tender) MEAT e-auction is being used as an award decision mechanism, prices submitted will be used as the starting position of your bid. You are advised to prepare a range of scenarios with an absolute end position. If you submit a price which is unsustainable you will still be contractually obliged to supply at this price until the fixed period ends. Prices submitted by Tenderers as part of the tender response are considered your first offer and can be accepted as such.

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.

4.2.1 The offer should be strictly in accordance with the Specification. Alternatives may be offered but all differences between such items and the Specification must be indicated in detail in the Bidder Response and Price Schedule.

4.3 Tenders must comprise:

- Schedule E – Pre-Requisites
- Schedule F – Contract - NHS Terms and Conditions Goods and Services (January 2018)
- Schedule G – Technical Response
- Schedule H – Commercial Response
- Schedule I - Additional Information Schedule
- Schedule J - Form of Offer
- Schedule K - Certificate of Non-Canvassing

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:

Schedules G and H contain full details of the award criteria for this tender.

5. 0 Overview of Evaluation of Tender

5.1 <u>Step One - Schedule E Pre-Requisites – PASS/FAIL</u>

Step One will assess the pre requisites and will be scored based on PASS/FAIL criteria, this will also include a PAQ questionnaire. If the tenderer is successful at this stage they will be assessed at table-top assessment step two.

What is a PAQ Questionnaire?

A pre-acquisition questionnaire is assessing the safety and suitability of the equipment that the trust is looking to procure. This will be assessed during ‘Step One’ and failure to comply; feedback will be provided by the Clinical Engineering Manager. A copy of the PAQ questionnaire can be found in the qualification envelope on the e-tendering portal.

Step Two – Table-Top Assessment (60%) & Commercial Response (40%)

If the tenderer is successful at step one they will be invited to table-top assessment via the e-tendering portal. The commercial response will also be assessed at this stage. The table-top assessment will shortlist and rank suppliers in order for the most suitable equipment to be trialled at step three.

In the event that more than one Bidder achieves the same highest final score, the Bidder with the highest commercial score will be taken forward to step three Clinical Trial.

Please see 'Schedule G – Technical Response' in the technical envelope on the e-tendering portal for the evaluation criteria for table-top assessment and also 'Schedule H – Commercial Response' in the commercial envelope on the e-tendering portal for the commercial evaluation.

Table-Top Assessment – 60% + 40% Commercial = 100%

Step Three – Clinical Trial – PASS/FAIL

The supplier who scored the highest score in step two will be invited to Clinical Trial. If the supplier is not successful in meeting the requirements during the Clinical Trial the second highest ranked supplier (from step two) will then be invited in next for Clinical Trial.

Please see 'Schedule G – Technical Response' in the technical envelope on the e-tendering portal for the evaluation PASS/FAIL criteria.

6. **Clinical table-top trials** ☒ (only applicable to the Tender if this box is checked)

6.1 Clinical table-top trials will be used to assess 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 assess 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.

7. Clinical trials ☒ (only applicable to the Tender if this box is checked)

7.1 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.

7.2 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.

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

7.4 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.

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

8.1 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.

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

8.3.1 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.

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

8.5 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.

9. Canvassing

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 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, 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 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 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 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. Collusive Tendering

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

11. Guarantees

11.1 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.

11.2 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.

12. The Contract Terms and Conditions

12.1 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 E.

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

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 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 ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in 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 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.

In this paragraph 19, references to the MOI 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 ITT and any other pre-contract document.

Each Bidder’s acceptance of delivery of a ITT 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, 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.

14 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.

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 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.

16 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 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

17 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.

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).

SCHEDULE D

SPECIFICATION

Specification of Requirements

Background

A Sentinel Node Biopsy service was developed at the Countess of Chester Hospital NHS Foundation Trust in 2008. This surgical procedure is subject to stringent controls and the supervision of a faculty proctor as the surgeons themselves learn the technique. For the above reasons available systems were clinically trialled in the hospital in 2009, and the procedure is now performed within the breast department for Trust patients.

The current Gamma Probe machines used by the Trust are Europrobe ll and are now over 10 years old and require replacing. A gamma probe is a handheld device containing a scintillation counter, for intraoperative use following injection of a radionuclide, to locate sentinel lymph nodes by their radioactivity. It is used primarily for sentinel lymph node mapping in breast, lymph node and skin cancer surgery. Gamma probes are also used for radioactive seed localisation (RSL) to locate small and non-palpable breast lesions.

The breast department are looking to purchase 2 Gamma Probe Machines used to locate the cancer site within a patient's breast during breast, lymph node and skin cancer surgery. The Gamma Probe machines must be non-wireless and have angled probes with the capability to detect Technetium-99m and I-125. The supply of the Gamma Probe machines must include a warranty and maintenance period.

Quality Requirements - Iodine-125 & Technetium-99m

Iodine seeds localisation is a relatively new technique and requires the use of CdTe (Cadmium Telluride probes). I-125 emits its radiation at 28KeV. CdTe detectors must include this in their detective range. The gamma probe machine must also detect Technetium 99m.

Effective Gamma Probe Unit Decontamination

The Trust's infection prevention and control assurance framework is based on the criteria contained within the Health and Social Care Act (2008) – code of practice on the prevention and control of infections and related guidance and is governed by the Infection Control Committee.

The Trust must be able to decontaminate the Gamma Probe unit and associated consumables to the standard as directed by the manufacturer's guidelines, with these guidelines providing clear decontamination instruction for all parts of the medical device. This will include as a minimum the detection probe, associated wires, read-out module and power supply. Manufacturer guidelines must specify the standard of decontamination required i.e. sterlisation, disinfection and or cleaning, including process compatibility for how this is to be achieved.

The Trust will assess whether the recommended decontamination process (including traceability) can be practicability achieved as part of the tender process, although

additional information may be required once manufacturer guidelines are made available to explore whether alternative decontamination processes may be possible and/or effective.

Training

On-site training must be included within the contract and be provided as part of the demonstration of the equipment when it is delivered to the hospital. Any additional training must be included within the 'Schedule H Commercial Response' in the commercial envelope on the e-tendering portal located in the additional costs tab for which is for information only.

Consumables - Disposable Sheaths

Please can you provide a description of your alternative sheath covers and pricing in the e-tendering portal 'Schedule H – Commercial Response' in additional costs. This will then be considered as part of your submission once the tender closes whether to use the trusts current disposable sheath or your sheath provided and will be evaluated as part of the table-top assessment under the "Use of Peripherals" section.

Please note, this price may not be required upon contract award, but we ask all Bidders to submit pricing for this option.

Loan of Machines

If the Gamma Probe machine supplied under this contract is required to be sent away from the Authority for repair, the Supplier must be able to provide a loan machine in its place. The loan machine must be like for like to gamma probe machine provided under the contract and have a loan process in order to avoid disruption to patient procedures. Please provide a price to supply a loan machine to the Authority within the additional costs 'Schedule H' Commercial Response'.

Faults/Breakdowns

The Supplier must provide a 2 week turnaround for the equipment to be returned to the Authority in order to avoid any disruption to patient procedures.

Maintenance

Within 'Schedule H Commercial Response' there is an opportunity for the Supplier to provide pricing for maintenance. The maintenance options that the Authority would like to consider will be fully comprehensive maintenance for 5 years in total covering 12 months (free of charge warranty), please see a breakdown below:

- Year 1 - Warranty Period (Free of Charge)
- Year 2 – Fully Comprehensive Maintenance
- Year 3 – Fully Comprehensive Maintenance
- Year 4 – Fully Comprehensive Maintenance
- Year 5 – Fully Comprehensive Maintenance

Disposal of Old Equipment

Within 'Schedule H Commercial Response' in additional costs the Authority requires Bidders to submit an optional price for the disposal of the Authority's current Gamma Probe equipment. The disposal of the current equipment will include the following items:

- 2 Gamma Probe Machines (Europrobe ll)
- Probes if applicable

The equipment would need to be collected from the EBME department, Countess of Chester Health Park, Liverpool Road CH2 1UL. Collection will be arranged with the Clinical Engineering Manager Stuart Eccles upon contract award.

Please note, this price is required for information only and may not be required upon contract award, but we ask all Bidders to submit pricing for this option.

Delivery

The equipment provided under this contract must be delivered to the EBME Department, Countess of Chester Health Park, Liverpool Road, CH2 1UL no later than 1 week after the contract award date to allow for minimum disruption within the breast department.

Upgrades and New Developments

Pre-production models and additional upgrade options, or new developments must be clearly identified in Schedule E – Pre Requisites and priced in 'Schedule H Commercial Response' for information only. Specification and delivery date must also be stated for all such options.

A safety software upgrade must also be included within the contract value. Bidders are asked to provide a price for future software upgrades within 'Schedule H – Commercial Response'

Please note, this price is required for information only and may not be required upon contract award, but we ask all Bidders to submit pricing for this option.

Indicative Timetable

Please note the dates provided below are based around the clinician's availability and scheduled patient procedures and therefore may be re-scheduled. Please make every effort to be flexible. If table-top assessment and clinical trial dates change you will be informed via the e-tendering portal.

Key Stage	Anticipated Date
ITT Publication Date	Wednesday 30th May
Closing Date of Clarification Messages	Tuesday 12th June
ITT Closing Date	**Wednesday 13th June**
Table Top Assessments	W/C 25th June
Clinical Trial	W/C 25th June
Disposal of Current Equipment	To allow time before contract award
Contract Award	July 2018
Contract Duration	One off Purchase - Goods (12 months warranty) and 4 years maintenance contract after warranty expires.

SCHEDULE E

PRE-REQUISTES

**** FOR COMPLETION IN THE ETENDERING QUALIFICATION RESPONSE ENVELOPE****

MANDATORY REQUIREMENTS (IN/OUT)

If a Tenderer scores 'OUT' in one or more of the criteria in this section they will be excluded from further stages of the evaluation.

The Authority may deem it appropriate to validate your response in meeting the mandatory requirements by requesting and evaluating documentation to support your responses.

STANDARD QUESTIONNAIRE EXCLUSION CRITERIA (IN/OUT)

The exclusion criteria will be scored as follows:

Tenderer confirms that they comply with all of the requirements included in the Exclusion Criteria section	IN
Tenderer has not confirmed that they comply with all of the requirements included in the Exclusion Criteria section	OUT

TENDERER'S ECONOMIC AND FINANCIAL VIABILITY (IN/OUT)

Tenderers are required to upload a copy of their Dun & Bradstreet (D&B) Comprehensive Report (or equivalent) which includes the rating for financial strength and risk of business failure. This is a mandatory requirement. Tenderers may be charged a fee by Dun and Bradstreet (or equivalent) for obtaining this report.

The report will be used by the Authority to determine whether there is any evidence indicating a moderate or high risk to the Authority that the Tenderer will be unable to provide the services required over the period of the contract.

If any Tenderer is assessed as moderate or high risk, the Authority reserves the right to eliminate the Tenderer from further stages of the procurement process. Economic and financial standing will be scored as follows:

Report shows that the organisation is stable with a low or very low risk of failure.	IN
Responses show that the organisation has some instability with a moderate or high risk of failure.	OUT

INSURANCE (IN/OUT)

The successful supplier is required, prior to the commencement date of the Contract, to put in place and maintain in force at its own cost with a reputable commercial insurer, a minimum of £5,000,000 level of insurance protection in respect of employer's liability, public liability and professional indemnity.

This question will be scored as follows:

The Tenderer has confirmed that they will, prior to the commencement date of the Contract, put in place and maintain in force at its own cost with a reputable commercial insurer, a minimum of £5,000,000 level of insurance protection in respect of employer's liability, public liability and professional indemnity.	IN
The Tenderer has not confirmed that they will, prior to the commencement date of the Contract, put in place and maintain in force at its own cost with a reputable commercial insurer, a minimum of £5,000,000 level of insurance protection in respect of employer's liability, public liability and professional indemnity.	OUT

CONFLICTS OF INTEREST (IN/OUT)

A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular supplier is successful. Actual, potential or perceived conflicts of interest must be declared by a person involved in a tender process.

Are you (your organisation) or any Consortium/JV member/sub-contractor aware of any actual, potential or perceived conflicts of interest which may actually or apparently, compromise the conduct of this procurement?

This question will be scored as follows:

The Tenderer does not have any actual, potential or perceived conflicts of interest which may actually or apparently, compromise the conduct of this procurement or The Tenderer has declared an actual, potential or perceived conflict of interest but the Trust deems that the measures that they have implemented to mitigate against this are sufficient to ensure that it will not compromise the conduct of this procurement.	IN
The Tenderer has declared actual, potential or perceived conflicts of interest which may actually or apparently, compromise the conduct of this procurement	OUT

Where there is any indication that a conflict of interest exists or may arise, then it shall be the responsibility of the Tenderer to inform the Authority, detailing the conflict in writing in the e tendering portal.

The Authority will be the final arbiter in cases of potential conflicts of interest. Failure to notify the Authority of any potential conflict of interest will invalidate any verbal or written agreement.

TERMS AND CONDITIONS (IN/OUT)

Any contract awarded will be governed by the NHS Terms and Conditions for the Provision of Goods and Services (Contract Version) (January 2018), a copy of which has been uploaded in the attachments area within the e-tendering portal for you to review.

Please confirm that you accept these terms and conditions and will comply with them for the duration of the contract.

Tenderer has confirmed that they accept these terms and conditions and will comply with them for the duration of the contract.	IN
Tenderer has not confirmed that they accept these terms and conditions and will comply with them for the duration of the contract.	OUT

Tenderers who wish to propose additional clauses for inclusion in the contract which are specific to the provision of Gamma Probe Tender may do so but it is at the Authority's absolute discretion whether they will consider incorporating these in an addition schedule within the contract. Any additional clauses that the Authority includes will be in addition to the NHS Terms and Conditions for the Provision of Goods and Services (Contract Version) (January 2018).

Proposing additional clauses does not negate the need to confirm acceptance of and compliance with the NHS Terms and Conditions; agreeing to the NHS terms remains a mandatory requirement of this tender.

M01 SPECIFICATION (IN/OUT)

Please confirm that you have the experience and capability to fully meet the specification of requirements detailed in Schedule D of the ITT (Specification of Requirements).

Tenderer has confirmed that they can fully meet the specification	IN
Tenderer hasn't confirmed that they can fully meet the specification	OUT

M02 QUALITY REQUIREMENTS (IN/OUT)

Please confirm that your Gamma Probe machine detects Iodine I-25 and Technetium-99m (TC99)?

Tenderer has confirmed that their machinery is compatible with Iodine-I25 and TC99	IN
Tenderer has confirmed that their machinery is not compatible with Iodine-I25 TC99	OUT

M03 CONSUMABLES (IN/OUT)

Please confirm that your Gamma Probe machine includes angled probes?

Tenderer has confirmed that their gamma probe machines includes angled probes	IN
Tenderer has confirmed that their gamma probe machines do not include angled probes	OUT

M04 LOAN OF MACHINES (IN/OUT)

Please confirm that you are able to provide loan machines and probes as part of your submission?

Tenderer has confirmed that the equipment is available for loaning purposes	IN
Tenderer has confirmed that the equipment is not available for loaning purposes	OUT

M05 TABLE TOP ASSESSMENT & CLINICAL TRIAL (IN/OUT)

Please confirm that your equipment will be available for a table top assessment and clinical trial if required?

Tenderer has confirmed that they are available for table top assessment	IN
Tenderer has not confirmed that they are not available for table top assessment	OUT

M06 INFECTION CONTROL (IN/OUT)

Please attach your decontamination protocol/process

Tenderer has attached their decontamination protocol/process	IN
Tenderer hasn't attached their decontamination protocol/process	OUT

M07 TYPE OF EQUIPMENT IN/OUT)

Please confirm if your equipment is a handheld wired gamma probe not wireless?

Tenderer has confirmed that their equipment is hand held	IN
Tenderer has confirmed that their equipment is not hand held	OUT

M08- MAINTENANCE/REPAIR (IN-OUT)

Please confirm if your equipment can be maintained and repaired on-site?

Tenderer has confirmed that their equipment is able to be maintained and repaired on-site	IN
Tenderer has confirmed that their equipment is unable to be maintained and repaired on-site	OUT

M09 – PRE ACQUISTION QUESTIONAIRE

Please complete and re-attach the PAQ document, for the Clinical Engineering Manager to review. The PAQ document will ask specific questions to determine the reliability of the equipment for clinical trial.

Tenderer has confirmed complete and re-attached the PAQ document	IN
Tenderer has confirmed not completed and re-attached the PAQ document	OUT

****FOR INFORMATION ONLY****

- Please advise whether there will be any new upgrades to your Gamma Probe machine in the near future
- Please provide a name, telephone number and email address for your representative that the trust would need to liaise with when assessing the PAQ and contact during clinical trial?
- Is your equipment compatible with the trusts disposable sheath covers? If not please provide a description, UOI and confirm you are able to bring a sample to the table-top assessment?
- Please confirm whether your equipment detects I131?
- Please indicate the time taken to deliver from receipt of order?

SCHEDULE F

NHS TERMS AND CONDITIONS FOR GOODS & SERVICES (JANUARY 2018)

SPECIMEN CONTRACT

(For mandatory agreement within the e-tendering portal, qualification envelope)

SCHEDULE G

TECHNICAL RESPONSE

**** FOR COMPLETION IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

TECHNICAL RESPONSE

The Technical weighting accounts for 60% of the overall tender submission score.

Question	Weighting
Service Delivery	For information only
Table Top Assessment	60%
Clinical Trial	PASS/FAIL
Total Technical	**60%**

Service Delivery – For Information Only

Service Delivery Q1

Please can you also provide literature and data to support your Gamma Probe Machinery evidencing your response rates to sensitivity?

Service Delivery Q2

Please confirm what proportion of the UK Market you provide Gamma Probe machines too?

Table Top Assessment (60%)

The table top assessment will cover 60% of the technical criteria and the evaluation scoring criteria that will be used to evaluate the tender will be as follows:

Evaluation of Table-Top Assessment

Scoring Criteria - Functionality Q1			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The equipment is unable to be moved around easily, and is not easy to move at the start, in-between and at the end of surgical procedures.	**0.00**	
Limited	The equipment movement is limited	**1.00**	
Acceptable	The equipment can be moved around to an acceptable standard	**2.00**	
Comprehensive	The equipment is easy to move around and meets the trust's requirements	**3.00**	
Excellent	The machinery is easy to move around to an excellent standard and exceeds the requirements of the trust.	**4.00**	

Scoring Criteria - Functionality Q2			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The time counts are very difficult to read during surgical procedures	**0.00**	
Limited	The time counts are difficult to read during surgical procedures	**1.00**	

Acceptable	The time counts can be read to an acceptable standard by the clinicians during surgical procedures	**2.00**	
Comprehensive	The time counts can be read very clearly by clinicians during surgical procedures and meet trust's requirements	**3.00**	
Excellent	The time counts can be read very clearly by the clinicians during surgical procedures and exceed the trust's expectations	**4.00**	

Scoring Criteria - Functionality Q3			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The user panel is not intuitive and very difficult to use by clinicans during surgical procedures	**0.00**	
Limited	The user panel is not intuitive and is difficult to use by clinicans during surgical procedures	**1.00**	
Acceptable	The user panel is acceptable and can be used by the clinicans during surgical procedures	**2.00**	
Comprehensive	The user panel is easy to use and meets trust's expectations	**3.00**	
Excellent	The user panel is intuitive, very easy to operate and exceeds trust's requirements	**4.00**	

Scoring Criteria - Sensitivity Q1			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	Absolute response rate and overall sensitivity of equipment is very slow	**0.00**	
Limited	Absolute response rate and overall sensitivity of equipment is slow	**1.00**	
Acceptable	Absolute response rate and overall sensitivity of equipment is acceptable	**2.00**	
Comprehensive	Absolute response rate and overall sensitivity of equipment is very good and meets trust's requirements	**3.00**	
Excellent	Absolute response rate and overall sensitivity of equipment is excellent and exceeds trust's requirements	**4.00**	

Scoring Criteria - Use of Peripherals Q1			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The probe supplied is very difficult to manipulate during surgical procedures	**0.00**	
Limited	The probe supplied is difficult to manipulate during surgical procedures	**1.00**	
Acceptable	The probe supplied is ergonomically acceptable	**2.00**	

Comprehensive	The probe supplied is ergonomically very good and can be manipulated easily during procedures and meets trust's requirements	**3.00**	
Excellent	The probe supplied is ergonomically excellent and can be manipulated very easily during procedures and exceeds trust's requirements	**4.00**	

Scoring Criteria - Use of Peripherals Q2			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The supplied sheath is very difficult to use (with regards to fit, perioperative use and post-operative removal)	**0.00**	
Limited	The supplied sheath is difficult to use (with regards to fit, perioperative use and post-operative removal)	**1.00**	
Acceptable	The supplied sheath is an acceptable (with regards to fit, perioperative use and post-operative removal)	**2.00**	
Comprehensive	The supplied sheath is very good and meets trust's requirements (with regards to fit, perioperative use and post-operative removal)	**3.00**	
Excellent	The supplied sheath is excellent and exceeds trust's requirements (with regards to fit, perioperative use and post-operative removal)	**4.00**	

Scoring Criteria - Decontamination of Equipment Q1			
Scoring Description	**Description**	**Scoring**	**Wei**
Deficient	The machine is unable to be cleaned	**0.00**	
Limited	The machine is able to be cleaned but it is limited due to the equipment design	**1.00**	
Acceptable	The equipment is acceptable to decontaminate using the trust's current protocols	**2.00**	
Comprehensive	The machine is able to be cleaned to a good standard and meets trust's requirements	**3.00**	
Excellent	The equipment is easy to decontaminate using the trust's current protocols	**4.00**	

Clinical Trial - PASS/FAIL

The clinical trial will be for verification purposes and will not be scored using PASS/FAIL.. The criteria will be assessed using the same criteria as the table-top assessment.

Section	PASS/FAIL Criteria	Subjects to Evaluate
Functionality of Console		
Q1	Ease of movement of the equipment	Movement of the equipment on the trolley and general physical handling
Q2	Ease of reading time counts and display sizes	Visual readout of activity count rate. (positive/negative numbers indicating direction towards lymph node location)
Q3	Operation of control panel	Ease of use of control panel which would include pre-operative set-up and perioperative adjustment
Sensitivity		
Q1	Absolute response rate and sensitivity	Sensitivity during procedure was tested care of positive and negative response rate
Q2	Audible readings	The sensitivity is cleared audible and can be tested during surgical procedures
Use of Peripherals		
Q1	Use of angled probe	Are the probes provided easy to manipulate during the surgical procedure with regards to ergonomics.
Q2	Ease of sheathing	Is the sheath provided by the supplier or the trust easy to use with the probe minimising disruption to the procedure
Decontamination of Equipment		
Q1	Acceptability of recommended decontamination process	Is the trust able to decontaminate the equipment in line with manufacturer's guidelines?

Evaluation of Clinical Trial

Scoring Criteria - Functionality Q1	
Scoring	**Description**
FAIL	The equipment is unable to be moved around easily, and is not easy to move at the start, inbetween and at the end of surgical procedures.

PASS	The equipment can be moved around to an acceptable standard

Scoring Criteria - Functionality Q2	
Scoring Description	**Description**
FAIL	The time counts are very difficult to read during surgical procedures
PASS	The time counts can be read to an acceptable standard by the clinicians during surgical procedures

Scoring Criteria - Functionality Q3	
Scoring	**Description**
FAIL	The user panel is not intuitive and very difficult to use by clinicans during surgical procedures
PASS	The user panel is acceptable and can be used by the clinicans during surgical procedures

Scoring Criteria - Sensitivity Q1	
Scoring	**Description**
FAIL	Absolute response rate and overall sensitivity of equipment is very slow
PASS	Absolute response rate and overall sensitivity of equipment is acceptable

Scoring Criteria - Use of Peripherals Q1	
Scoring	**Description**
FAIL	The probe supplied is very difficult to manipulate during surgical procedures
PASS	The probe supplied is ergonomically acceptable

Scoring Criteria - Use of Peripherals Q2	
Scoring	**Description**

FAIL	The supplied sheath is very difficult to use (with regards to fit, perioperative use and post-operative removal)
PASS	The supplied sheath is an acceptable (with regards to fit, perioperative use and post-operative removal)

Scoring Criteria - Decontamination of Equipment Q1	
Scoring Description	**Description**
FAIL	The machine is unable to be cleaned
PASS	The equipment is acceptable to decontaminate using the trust's current protocols

SCHEDULE H

COMMERCIALRESPONSE

**** FOR COMPLETION IN THE ETENDERING PORTAL COMMERCIAL RESPONSE ENVELOPE PLEASE SEE DOCUMENT TITLED "PRICING SCHEDULE" ***

PRICE SCHEDULE

1. Applicants should complete the orange shaded cells in each tab within 'Gamma Probe Machines C & M'
2. All prices quoted in this Schedule G must be based on the specification detailed within Schedule D.
3. Prices are excluding VAT but inclusive of all other charges (e.g transport,delivery, installation, travel if applicable)
4. Any pricing submitted in this section will form part of the Contract for successful Applicants.
5. A breakdown of the commercial weighting for each section is provided in 'Schedule H – Commercial Response'
6. Please note all areas of the spreadsheet in 'Schedule H – Commercial Response in the commercial envelope must be completed in the format requested.
7. The Tenderer's total cost will be calculated as follows:
8. The maximum marks available for the commercial evaluation is 40% and will be awarded as follows. The Tenderer with the lowest total cost will receive the full commercial weighting score. Subsequent Tenders will gain a percentage of the commercial weighting on a pro-rata basis from the top scoring price. This will be calculated using the following formula:

$$\textbf{Commercial Criterion Score} = \textbf{Commercial weighting x} \left(\frac{\textbf{Lowest Price}}{\textbf{Applicant Price}}\right)$$

SCHEDULE I

CONTINGENCY PLANS & BUSINESS CONTINUITY

** FOR UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE**

ADDITIONAL INFORMATION

1. Company Information

1.1	Name of the organisation in whose name the tender would be submitted	Provided in the eTendering Supplier Registration Form
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):	

2. 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)

THE CONTINGENCY AND BUSINESS CONTINUITY PLANS MUST BE UPLOADED IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE

SCHEDULE J

FORM OF OFFER

**** FOR COMPLETION AND UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

This schedule has been uploaded as a separate document in the attachments area, for ease of completion.

FORM OF OFFER

With reference to supply of Gamma Probe Machines, Consumables and Maintenance the Authority as described in Schedule B Invitation to Tender:

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

AGREES

1.1.1 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 and 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.

SCHEDULE K

CERTIFICATE OF NON-CANVASSING

**** FOR COMPLETION AND UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

This schedule has been uploaded as a separate document in the attachments area, for ease of completion.

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: ……..