**Request for Quotation (RFQ)**

**Request for Quotation: 5 yr maintenance service contract for 2x Labsystems PRO**

Contract Reference: C140329

Dated: 09/02/2023

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# Glossary

Authority KFM (KCH Interventional Facilities Management) LLP, Company number OC412121, on behalf of King’s College Hospital NHS Foundation Trust

Bidders Any supplier who tenders to supply goods or services in response to this RFQ

Employee Refers to the Authority’s workforce

FOI Freedom of Information

GBP Great British Pounds (£ sterling)

ICO Information Commissioners Office

ID Identification Data

IG Information Governance

NHS National Health Service

PO Purchase Order

RFQ Request for Quotation

Staff Refers to the successful contractor’s workforce

TUPE Transfer of Undertakings (Protection of Employment)

UK United Kingdom

VAT Value Added Tax

# Section 1 - Invitation to Quote (ITQ)

## 1.1. The Authority invites Bidders to compete for a provision of 5 year maintenance service contract for 2x Labsystems PRO in accordance with the schedules within this quotation document. Bidders shall submit prices to compete for a provision of 5 year maintenance service contract for 2x Labsystems PRO.

## **Quotation Document**

### This exercise has a net value estimated to be below the threshold amount, specified in Article 4(a) of the Public Contracts Directive, and therefore this Quotation Document Set does not fall within Part 2 of the Public Contracts Regulations 2015 (the Regulations). The Authority will work towards best industry practice and the UK Procurement Principles. Neither the inclusion of a Bidder selection stage nor any other indication shall be taken to mean that the Authority intend to hold themselves bound by any of the Regulations save those applicable to procurement activity below the Thresholds specified in Article 4(a) of the Public Contracts Directive.

### Further information is provided within Section 4 – Quotation Guidance.

# Section 2 - Specification

## **Introduction**

### KFM (King’s Facilities Management) is a wholly owned subsidiary of King’s College Hospital NHS Foundation Trust (Trust). KFM provides a fully managed service in all clinical areas to the Trust.

## **Aims and objectives**

### The aim of this procurement exercise is a provision of 5 year maintenance service contract for 2x Labsystems PRO.

## **General Requirements**

We require a provision of 5 year maintenance service contract for 2x Labsystems PRO. The annual price shall not be subject to inflation and shall be available to the Authority for the depreciable life of the equipment. The full description and all the relevant information relating to the specification can be found under Appendix 3.

# Section 3 – Terms and Conditions

## The main form of contract for this requirement will be the NHS Terms and Conditions for the Provision of Services Contract Version. These Terms and Conditions will take precedence over all other documentation supplied by the Authority or the Supplier in conducting this RFQ. The Applicable Contract Term can be found under Appendix 7.

## Bidders will be required to confirm their acceptance of these terms, with the final configuration being agreed between the Authority and the successful bidder, excepting material and non-negotiable terms and conditions by the Authority as detailed in 3.5 onwards; bidders accept these conditions of contract at the point they submit their tender.

## Any bidders who have issue with the terms and conditions must provide clear comments complete with their reasoning. The Trust may accept the reasoning and enter into discussions at point of award with the successful bidder around potential variations, to ensure a mutely beneficial contract document for both parties.

## Where the Terms have been accepted by the bidder, the Trust shall consider all the un-configured elements as accepted and will not re-open negotiations about these elements at point of award.

## The Authority deem the below terms and conditions as non-negotiable. In submitting a bid, bidders accept the below terms and conditions of contract:

### A contract award does not constitute a purchase order. All orders shall only be accepted on receipt of an official Authority Purchase Order, subsequently no invoices shall be considered valid without quoting the associated purchase order number. KCH Interventional Facilities Management LLP and King’s College Hospital NHS Foundation Trust operates a no purchase order number, no pay policy relating to invoices.

### Unless a method of Indexation has been explicitly detailed in the Specification, tendered prices shall be fixed for the duration of the agreement period and must not be disclosed to any party outside of King's Facilities Management LLP without prior written agreement.

### Adverse Incidents. The Supplier agrees that upon receiving a report from the Authorised Officer should an Adverse Incident be reported directly relating to the Supplier’s product / service, the Supplier shall acknowledge receipt of the report within 24 hours. The Supplier’s nominated Contract Manager shall make arrangements to gather further information about the Adverse Incident, and the device (if it has been retained for examination / testing purposes) from the relevant clinical team within 2 Business Days.

### Following award, Notices and correspondence regarding this contract shall be marked for the attention of the Procurement Specialist at the following address: [zaneta.kubacka@nhs.net](mailto:zaneta.kubacka@nhs.net). Notices shall clearly state the contract reference, beginning with C, in the subject line. Within 5 Business Days of the commencement of this agreement, the supplier shall provide details of where the Authorised Officer may serve notices to the Supplier under this agreement.

### In the event of a contractual dispute, the following management levels shall apply for resolution. Within 5 Business Days of the commencement of this contract, the Supplier shall provide the names and contact information for the supplier representatives cited in the below table:

Table 3 – Representatives

|  |  |  |
| --- | --- | --- |
| **Level** | **Authority representative** | **Supplier representative** |
| 1 | Procurement Specialist/ Procurement Manager | Account Manager |
| 2 | Procurement Partner/ Head of Procurement (CCP) | Regional / UK Manager |
| 3 | Director of Finance & Commercial | Commercial Director or equivalent |

### Within 5 Business Days of the commencement of any Contract entered into further to this RFQ, the Supplier shall inform the write to Procurement Specialist, at [zaneta.kubacka@nhs.net](mailto:zaneta.kubacka@nhs.net) of the web address of their Modern Slavery Statement, or alternatively provide a copy of the statement to the same email address should the supplier not have a website. Should the supplier not have a Modern Slavery Statement, the supplier shall write to the same email address with details of the applicable exemption from the Modern Slavery Act 2015. King’s Facilities Management LLP consider that non-compliance with the Modern Slavery Act 2015 represents a material breach of contract, and as such reserve their right to terminate any contract with a 30 day notice period.

### Reporting. The Bidder agrees that the Authority may require management information to be provided on occasion in order to monitor the contract effectively, and shall produce bespoke reports in Excel/Word format relating to the contractual activities within 5 Business Days of the reasonable request of the Authorised Officer.

# Section 4 - Quotation Process and Guidance

## **Information for Bidders**

### Bidders’ attention is drawn to the following information.

#### The Authority is carrying out a quotation exercise. The quotation documents are available to all suppliers that wish to express an interest; however only completed documents submitted will be accepted.

#### For the avoidance of doubt, unless expressly agreed, there are no guaranteed volumes of activity or commitment of spend made by the Authority under this contract. Volumetric information presented in this document is intended to allow suppliers to gauge the size of the market and price accordingly.

## **Procurement Timetable**

### Indicative timetable for initial stages of the procurement

#### Table 1 is indicative; changes will be published on the e-Sourcing portal.

Table 1 - Indicative Timetable

| **No.** | **Milestone** | **Date & time** |
| --- | --- | --- |
| 1 | Opportunity Advertised | 10/02/2023 |
| 2 | Deadline for receipt of Clarifications | 15/02/2023 |
| 3 | Deadline for response to Quotation | 20/02/2023 |
| 4 | Notification of outcome | 24/02/2023 |
| 5 | Contract Agreed | 24/01/2023 |
| 6 | Anticipated start date | 27/02/2023 |

## **Evaluation Process**

#### **Stage 1**. Bidders are required to complete all forms demanded by this tender pack ahead of the deadline stipulated in table 1 (above). Late bids will be rejected, unless bidders are prevented from submitting bids for a technical reason outside of the bidder’s control.

#### **Stage 2**. KCH Interventional Facilities Management shall rank suppliers by tendered contract price, with the lowest submitted price achieving the highest rank. KCH Interventional Facilities Management LLP reserve the right to clarify abnormally low or high tenders and disqualify suppliers from the process should, in the reasonable judgement of the authority, the supplier not be in a position to justify their price.

#### For the avoidance of doubt, the lowest tendered price shall score full marks. In the scenario that the ratio between price and quality is 30:70, the lowest priced tender shall be awarded 30% (the highest possible score). The lowest priced bidder shall provide a benchmark to proportionally score other tendered prices. The method of achieving this is to divide the bidders’ tendered price by the lowest tendered price and multiple by 100.

#### **Stage 3.** KCH Interventional Facilities Management LLP will coordinate the evaluation of bids in liaison with relevant Partnership or Trust Stakeholders. The evaluation shall adopt the MEAT (Most Economically Advantageous Tender) methodology of identifying a preferred supplier. Section 7, ‘Bidder Response’ shall list a series of questions related to the Specification, and will invite bidders to detail exactly how they meet the requirements of the Specification. Each question shall be weighted, higher weightings assigned to the questions the Authority feels are most important should there be a significant disparity between the individual marks applied by each evaluator. The cumulative qualitative score shall be added to score awarded for price in order to determine the Most Economically Advantageous Tender. Evaluators shall use a consistent scoring methodology, considering the merits of the response to each question as follows:

Table 2 – Scoring definitions

|  |  |  |
| --- | --- | --- |
| **Definition of Grade** | **Grade label** | **Grade** |
| The response raises no concerns about understanding or approach to service delivery or Contract performance. The response also demonstrates how relevant added value will be provided. | Excellent | 4 |
| The response raises no concerns about understanding or approach to service delivery or Contract performance. | Satisfactory | 3 |
| The response suggests minor shortcomings of understanding or approach which may impact to a limited extent on service delivery or Contract performance | Fair response | 2 |
| The response raises no concerns about understanding or approach to service delivery or Contract performance | Poor response | 1 |
| The proposal completely fails to meet the required standard or does not provide an answer | Unacceptable | 0 |

## **Instructions on Completing Quotation Responses**

### In their response, bidders shall detail:

#### A price for delivering the Authority Specification. The Authority may require the bidders to price in several formats depending on the product of services to be supplied under the provisions of contract. Whether the Authority demands a unit price, bill of quantity or schedule of rates, the requirement will always be for bidders to enter a price, net of VAT and expressed in Pounds Sterling;

#### How their service meets the Specification. Bidders must answer all questions detailed in Section 5, ‘Bidder Response’, with sufficient detail or with reference to appropriate case studies for the Authority to evaluate the bidder’s merits.

## **Clarification questions from the Authority**

### KCH Interventional Facilities Management LLP reserves the right to require Bidders to clarify their submissions in writing. Any such request will be made via the Atamis system. Such clarification questions are not intended to be a means of eliciting additional information that was not initially requested in the Quotation Document Set. Nor are they intended to give Bidders an opportunity to correct incomplete or otherwise non-compliant submissions.

### Failure to respond adequately to clarification questions may result in a Bidder not being considered further in the procurement exercise.

## **Response guide**

### Bidders must complete all sections, of all the response sections.

### Bidders will be responsible for the accuracy of all information concerning relevant organisations submitted to KCH Interventional Facilities Management LLP within the completed Quotation Document set.

### Bidders must submit the completed document electronically via the Atamis system, ensuring that it is received by given deadline for responses and that all supporting information is also provided.

### Failure to provide responses in the required format or quantity may lead to a Bidder’s submission being set aside without evaluation and the Bidder’s exclusion from further consideration in this procurement.

## **Deadline for responses**

### Completed responses must be received by 20/02/2023.

### Failure to complete and return the Quotation Document set by the given deadline may immediately disqualify the Bidder from this competition.

### The Atamis system records the exact time a bid is submitted to the second, and the automated document seal will classify any bids received after the deadline as late.

### Bidders are required to contact the Procurement Lead for the exercise as early as possible if they are experiencing technical difficulties in submitting their bid on time.

### Only in exceptional circumstances, that can be evidenced, as being beyond the control of the Bidder will KCH Interventional Facilities Management LLP consider accepting a late submission.

### Any Bidder that contacts KCH Interventional Facilities Management LLP after the deadline, to claim exceptional circumstances will not be accepted and their submission will be rejected as a late submission.

## **Address for responses**

### All submissions to be made via the Atamis system.

## **Conflict of Interest**

### In order to ensure a fair and competitive procurement process, the Authority requires that all actual or potential conflicts of interest are identified and resolved to their satisfaction.

### Bidders should notify the Authority of any actual or potential conflicts of interest in their response to this Quotation Document Set. If the Bidder becomes aware of an actual or potential conflict of interest following submission of this Quotation Document Set it should immediately notify the Authority in writing. Such notifications should be sent to: [zaneta.kubacka@nhs.net](mailto:zaneta.kubacka@nhs.net)

### Without limitation, the Authority may perceive conflicts of interest to arise where:

#### A Relevant Organisation (or any of their legal, financial or other advisers) proposes to provide services or advice to, or is otherwise connected with, more than one Bidder in relation to the Procurement; and / or

#### Relevant Organisation or any person employed or engaged by or otherwise connected with a Relevant Organisation, or the spouse or partner of such person, is or has within the last six (6) months been engaged or employed by, or is otherwise connected with, the Authority or any Relevant Health Service Body.

### The Authority reserves the right to exclude Bidders from the procurement process should actual or potential conflicts of interest be found by KCH Interventional Facilities Management LLP to confer an unfair competitive advantage on one or more Bidders or to otherwise undermine a fair and competitive procurement process and, following consultation with the Bidder.

## **Confidentiality and non-collusion**

### This Quotation Document is intended for the exclusive use of the Bidder and is provided on the express understanding that this Quotation and the information contained in it or in connection with it will be regarded and treated as strictly confidential. This Quotation 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 Quotation Document Set; and / or

#### Obtaining input from Relevant Organisations relevant to the Bidders’ response to this Quotation Document Set; and / or

#### Obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the Quotation response but subject always to the prior written consent of KCH Interventional Facilities Management LLP to such disclosure (which they can 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 this paragraph 2.6.

### Upon written request from the KCH Interventional Facilities Management LLP, the Bidder shall promptly provide evidence to KCH Interventional Facilities Management LLP that such undertakings have been provided to the Bidder.

### The Bidder must not disclose to, or discuss any aspect of this Quotation Document Set or its response there to any other Bidder.

### The Bidder must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an adviser to KCH Interventional Facilities Management LLP in connection with the selection of Bidders and / or the selection of any Quotation Responses, proposals or bids in relation to the Procurement.

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

## **Freedom of Information**

### KCH Interventional Facilities Management LLP is committed to open government and meeting their legal responsibilities under the Freedom of Information Act (FOIA). Accordingly, any information created by or submitted to KCH Interventional Facilities Management LLP (including the information contained in this Quotation Document Set and the submissions received from Bidders in response) may need to be disclosed by KCH Interventional Facilities Management LLP in response to a Request for Information (RFI).

### KCH Interventional Facilities Management LLP may also decide to include certain information in the relevant publication scheme maintained under the FOIA. In making a submission, each Bidder (and each Relevant Organisation) therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA. Bidders must clearly identify any information supplied in response to this Quotation 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.

### However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, KCH Interventional Facilities Management LLP are 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 RFI.

### Bidders should also note that the receipt by KCH Interventional Facilities Management LLP of any information marked “confidential” or equivalent does not mean that KCH Interventional Facilities Management LLP accept any duty of confidence by virtue of that marking, and KCH Interventional Facilities Management LLP have the final decision regarding the disclosure of any such information in response to a RFI.

### In making a submission in response to this Quotation Document Set, each Bidder (and each Relevant Organisation) acknowledges that KCH Interventional Facilities Management LLP 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.

## **Disclaimer**

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

### Neither KCH Interventional Facilities Management LLP nor any of its 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, Bidder Member, Supplier, Bidder Guarantors, 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 KCH Interventional Facilities Management LLP or any of its advisers.

### This Quotation Document Set is intended to provide sufficient detail surrounding the Trust/Partnership activities and plans as such responses from Bidders will form the basis of any decision on whether to enter into any contractual relationship.

### KCH Interventional Facilities Management LLP reserves 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 Quotation Responses or Bids, not to invite a Bidder to proceed further, not to furnish a Bidder with additional information nor otherwise to negotiate with a Bidder in respect of the Procurement.

### KCH Interventional Facilities Management LLP shall not be obliged to appoint any of the Bidders to undertake any Services and KCH Interventional Facilities Management LLP reserves the right not to proceed with the award process of the Procurement and to withdraw from the negotiations, or any part thereof, at any time.

### Nothing in this Quotation Document Set is, nor shall be relied upon as, a promise or representation as to any decision by KCH Interventional Facilities Management LLP in relation to this Procurement. No person has been authorised by KCH Interventional Facilities Management LLP or their advisers or consultants to give any information or make any representation not contained in this Quotation Document Set and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

### Nothing in this Quotation Document Set or any other pre-contractual documentation shall constitute the basis of a contract that may be concluded in relation to the Procurement, 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 Quotation Document Set or other pre-contract documentation.

### KCH Interventional Facilities Management LLP will not reimburse any costs incurred by Bidders in connection with the preparation and submission of their responses to this Quotation Document Set.

### In this paragraph 4.12, references to this Quotation Document Set include all information contained in it and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of KCH Interventional Facilities Management LLP or any of their advisers or consultants in connection with this Quotation Document Set or any other pre-contract document. Each Bidder’s acceptance of delivery of this Quotation Document Set constitutes its agreement to, and acceptance of, the terms set forth in this paragraph 4.12.

## **Interpretation**

### In this Quotation Document Set, except where the context otherwise requires:

#### Words importing one gender include both genders and words importing the singular include the plural and vice versa.

#### The List of Contents, Glossary, and the Headings to the parts and paragraphs of this Quotation Document Set and the Annexes hereto are for ease of reference only and shall not affect the construction of this Quotation Document Set.

#### The Annexes form part of this Quotation Document Set and will have the same force and effect as if expressly set out in the body of this Quotation Document Set.

#### In the event of any inconsistency between the provisions of this Quotation Document Set and any previously issued documents, the provisions of this Quotation Document Set will prevail.

#### English law is applicable to this Quotation Document Set and all other pre-contract documents. The English courts shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with any such documents.

#### Reference to any statute, delegated or subordinate legislation, rules, requirements, guidance, determination or direction (together referred to as “Law”), shall be construed as references to that Law as it is in force from time to time including any amendment, re-enactment, replacement, extension, consolidation or reissue of the same.

## **Transferring Employees**

### Not applicable under this contract.

# Section 5 - Performance Monitoring and Service Levels

### The performance and monitoring service levels are detailed in Appendix 6.

# Section 6 - Information Governance

### The successful contractor shall keep all confidential records in accordance with all relevant Authority governance policies[[1]](#footnote-1), which include but are not limited to;

#### Information Risk Policy

#### Risk Management Policy and Procedure

#### Records Management Policy

#### Freedom of Information Act Policy

### All of the successful contractors staff with access to Authority data must have a signed a confidentiality agreement.

### The successful contractor will be a data processor[[2]](#footnote-2), as defined by the Information Commissioner's Office (ICO) for the life of this contract.

### The successful contractor must provide assurance of data protection and information security compliance in line with the Data Protection Act 1998 (as amended) and ICO guidance at all times throughout the lifetime of the contract. The successful contractor shall ensure that its staff do not divulge or disclose details of any employee’s illness or medical condition or treatment received to any person other than disclosure to authorized persons for the purposes of obtaining treatment.

# Section 7 – Bidder Response

* 1. Bidders shall complete and submit Appendix 5 – Response to Specification.

# Section 8 – Commercial response

## All Bidders must complete this Appendix 4 - Pricing Schedule in full to ensure a compliant bid. Failure to do so could result in a non-compliant bid and elimination as a potential Bidder.

## Bidder input data requirements are indicated by the cells highlighted in yellow.

## The prices submitted in this schedule shall be offered to the Authority for 90 days/3 months.

1. These policies shall be provided as part of contract award. [↑](#footnote-ref-1)
2. <https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf> [↑](#footnote-ref-2)