

# Invitation to Tender

## for

### The Provision of Pacemaker Systems

Project Ref: G/178/PL /18/MH

**Tender Process:**

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

**CLOSING DATE FOR RETURNS: Friday 9<sup>th</sup> February 2018 at 14.00hrs GMT**

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**SCHEDULE A**

**BACKGROUND TO TENDER OPPORTUNITY**

## BACKGROUND TO THIS OPPORTUNITY

The Countess of Chester Hospital NHS Foundation Trust are tendering for the provision of Pacemaker systems, comprising of:

- Single chamber
- Dual chamber
- Implantable Cardiac Monitor (ICM)

The Trust currently has a framework in place for the provision of pacemaker systems which is due to expire in March 2018. As the Trust has a continued requirement for these systems, a competitive tender is being undertaken to award a new framework to provide these goods.

## 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, a number of west Cheshire community based Sexual Health clinics and a shared service Microbiology Laboratory in Wirral.

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

## HOW THIS PROCESS WILL WORK.

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

Following the receipt of your bid and after the final deadline passes, your bid will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. Upon satisfying all prerequisites your bid will be qualitatively assessed using the award criteria laid out in the Conditions of Tender. If an e-Auction is applicable the Authority will contact you and offer the appropriate training and preparation. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and what the characteristics and relative advantages of the winning bid were. A 10 day standstill period will follow prior to concluding the contract which will be formed upon the exchange and signing of contracts.

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

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

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

**SCHEDULE B**

**INVITATION TO TENDER**

## INVITATION TO TENDER

### 1. Bidders/Tenderers

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

The terms bid and tender are similarly used interchangeably.

### 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 Tender Documents as listed in the Invitation to Tender.

### 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-sourcing portal messaging system. Questions provided in other formats will not be considered or answered.**

The last date for the submission of Clarification Questions is 14:00 on Friday 2<sup>nd</sup> February 2018.

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 one working day 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 web site [www.nhssourcing.co.uk](http://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.

Where a length of response is stipulated, only the information within the set limit will be evaluated. For example, if a 5 page response is provided for a question that has a 2 page response limit, only the first two pages will be evaluated. Information exceeding the page limits, including general marketing material, will not be included in the evaluation.



## **The closing date for the return of Tenders is 14:00 on Friday 9<sup>th</sup> February 2018**

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 at its own discretion.

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

### **7. Indicative Timetable**

**These dates are provided for indicative purposes only and are subject to change.**

<b>Key Stage</b>	<b>Anticipated Date</b>
ITT Publication Date	9 <sup>th</sup> February 2018
Closing Date of Clarification Messages	14:00 on 2 <sup>nd</sup> February 2018
ITT Closing Date	14:00 on 14 <sup>th</sup> February 2018
E auction training and auction	February 2018
Contract Award Notification	March 2018
Contract Award (subject to completion of a mandatory standstill period)	March 2018
Contract Implementation Meeting and Handover period	March 2018
Service Commencement Date	April 2018
Contract Duration	2 years with the option to extend for up to two years

**SCHEDULE C**

**CONDITIONS OF TENDER  
& AWARD CRITERIA**

## CONDITIONS OF TENDER

### **1 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).
- 1.2 In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above. Upon written request from Authority, the bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.
- 1.3 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.
- 1.4 This invitation and its accompanying documents shall remain the property of the Authority and must be returned on demand.
- 1.5 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.
- 1.6 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, nor will it be bound to order any minimum quantities as part of the resulting contract.

### **2 Freedom of Information and other information disclosures**

- 1.1 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.
- 1.2 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.

- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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:
  - 1.6.1 Without consulting the Bidder; or
  - 1.6.2 Following consultation with the Bidder and having taken its views into account.
- 1.7 Bidders acknowledge that the Authority may be subject to the Environmental Information Regulations 2004 (EIR) (and as amended) 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.
- 1.8 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.
- 1.9 The Authority shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.
- 1.10 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**

- 1.1 Prices in the Commercial Response (SCHEDULE H) must remain open for acceptance until 4 months from the closing date for the receipt of Tenders.
- 1.2 Prices on the schedule must be firm (i.e. not subject to variation) for the initial **two** years of the Contract. Any amendments to the fixed period will be rejected.

- 1.3 Prices submitted must be fixed for the initial 24 months from award of the Contract. Pricing reviews will take place at the completion of the initial 2 year period; any and all increases will be no more than in-year RPI and be subject to agreement by The Awarding Authority.
- 1.4 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.
- 1.5 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.
- 1.6 Where a reverse (transformation or price only) 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 in SCHEDULE H are considered your first offer and can be accepted as such.

#### **4 Tender Documentation and Submission**

- 1.1 Tenders must be for the supply of the whole of the specification upon the terms and conditions of the contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.
- 1.2 The offer should be strictly in accordance with the specification. Alternatives (variant bids) may be offered but all differences between such items and the Specification must be indicated in detail in the Bidder Response and Price Schedule. Alternatives will be evaluated strictly in accordance with the published award criteria.
- 1.3 Tenders must comprise:
  - 4.3.1 SCHEDULE F – Pre-Requisites
  - 4.3.2 SCHEDULE G – Technical Response
  - 4.3.3 SCHEDULE H – Commercial Response
  - 4.3.4 SCHEDULE J – Form of Offer
  - 4.3.5 SCHEDULE K - Certificate of Non-Canvassing
- 1.4 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.
- 1.5 The Tender must be completed in full. Any Tender may be rejected which:
  - 4.5.1 contains gaps, omissions or obvious errors; or
  - 4.5.2 contains amendments which have not been initialed by the authorised signatory; or
  - 4.5.3 is received after the closing time.

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

1.7 Offers must be written in English and submitted via the Authority tender website at [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk)

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

## **5 Rebates/Commissions**

1.1 There are no rebates or commissions applicable to this tender.

## **6 Award Criteria**

1.1 This contract will be awarded on the basis of the most economically advantageous tender.

1.2 The contract will be awarded on the basis of the most economically advantageous offer(s) which will be evaluated on the following:

<b>Criteria</b>	<b>Weighting %</b>
Technical evaluation	50%
Commercial evaluation	50%
<b>Total</b>	<b>100%</b>

### **1.3 STEP 1: PREREQUISITES**

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

Applicants who have passed prerequisites will move to step 2.

### **1.4 STEP 2: EVALUATION OF TECHNICAL EVALUATION**

Technical information will be evaluated using the sub criteria and weightings below:

<b>Technical Criteria</b>	<b>Weighting %</b>
Essential Requirements	For Information Only
General Requirements	10%

Pacemaker Requirements	20%
Implantable Cardiac Monitor Requirements	20%
<b>Total Technical Evaluation</b>	<b>50%</b>

Applicants are required to answer a number of questions under each sub criteria. These questions, found in SCHEDULE G Technical Response, are linked to the criteria listed above.

Each question has been assigned a weighting, which is provided in SCHEDULE G.

The following sections detail the methodology that will apply where qualitative information is provided. Bidders are unable to contest the application of this methodology as it forms the subjective opinion of the awarding authority. The evaluation of technical information will be undertaken once, and the resulting score used in the calculation of the final score described in step 3.

**Technical Sub Criteria: Essential Requirements**

These questions are provided for information only purposes to support the declarations made within SCHEDULE F Pre-Requisites. This section will not be scored.

**Technical Sub Criteria: General Requirements**

This will be worth 10% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the general requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line with the Authority's requirements.
1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.
4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in

		line with the Authority's requirements and has significant benefits to the Authority.
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#### **Technical Sub Criteria: Pacemaker Requirements**

This will be worth 20% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the Pacemaker requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line with the Authority's requirements.
1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.
4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in line with the Authority's requirements and has significant benefits to the Authority.

#### **Technical Sub Criteria: ICM Requirements**

This will be worth 20% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the ICM requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line



		with the Authority's requirements.
1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.
4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in line with the Authority's requirements and has significant benefits to the Authority.

#### 1.5 STEP 3: COMMERCIAL EVALUATION AND CALCULATION OF FINAL SCORES

The commercial evaluation will be carried out using the process and weighting below:

<b>Commercial evaluation</b>	<b>50%</b>
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The commercial evaluation will be carried out through the use of a most economically advantageous tender (MEAT) eAuction. A MEAT eAuction calculates the bidders' overall scores using their technical score (score input by the Framework Manager from Step 2 above) and the commercial score (which changes during the course of the eAuction). The highest ranking bidder in the MEAT eAuction is not necessarily the cheapest.

Financial Score at end of eAuction = Technical Score + Final Commercial Score

#### Example of MEAT eAuction

Starting position for the eAuction could be as follows (Bidder 1 ranked first):

Suppliers	Technical Score	Starting Commercial Price	Starting Commercial Score	Starting Overall Score	Starting Ranking
<b>Bidder 1</b>	<b>45.00%</b>	<b>£20,025</b>	<b>39.95%</b>	<b>84.95%</b>	<b>1</b>
<b>Bidder 2</b>	<b>38.00%</b>	<b>£18,900</b>	<b>42.33%</b>	<b>80.33%</b>	<b>3</b>
<b>Bidder 3</b>	<b>35.00%</b>	<b>£17,500</b>	<b>45.71%</b>	<b>80.71%</b>	<b>2</b>

*Lowest Cost = £17,500*

If Bidder 2 reduces their price in the eAuction as follows then they would move to rank 1 in the eAuction:

Suppliers	Tech	Final Commercial Price	Final Commercial Score	Final Overall Score	Final Ranking
<b>Bidder 1</b>	<b>45.00%</b>	<b>£20,025</b>	<b>39.95%</b>	<b>84.95%</b>	<b>2</b>
<b>Bidder 2</b>	<b>38.00%</b>	<b>£16,000</b>	<b>50.00%</b>	<b>88.00%</b>	<b>1</b>
<b>Bidder 3</b>	<b>35.00%</b>	<b>£17,500</b>	<b>45.71%</b>	<b>80.71%</b>	<b>3</b>

*Lowest Cost = £16,000*

Tenderers must complete SCHEDULE H Commercial Response with prices for all goods listed and return it as part of their bid submission. The total annual price will be used as the starting position of your bid.

All tenderers who meet all of the mandatory requirements will be invited to participate in an e Auction. These tenderers will be notified of the specific arrangements for the eAuction, including training available, and the date and time of the auction through a message on the etendering portal.

#### 1.6 STEP 4: AWARD OF CONTRACT

Once the final scores have been calculated at the end of the eAuction, the framework will be awarded as follows:

The two highest ranking tenderers following the evaluation of the technical and commercial responses will be awarded tier 1 status, the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> highest ranking tenderers will be awarded tier 2 status. If there are any other tenderers remaining in the process they will be considered unsuccessful in terms of gaining access to tier 1 or tier 2 and will not be awarded a place on the framework.

**Tier one:** will comprise of two main suppliers who will be awarded a share of the 90% of the yearly pacemaker usage. The Authority cannot make any firm commitments on volume so the figures are meant as a guide only.

**Tier two:** will comprise of up to three suppliers, who will be used on an ad hoc basis, it is expected this tier can expect 5 – 10% of the overall annual usage which will be split between the suppliers. The Authority cannot make any firm commitments on volume so the figures are meant as a guide only.

In accordance with standard framework terms no guarantee can be given on the amount of pacemaker systems which will be awarded to each supplier awarded to the framework. The actual requirements for each product and each supplier will be dependent on patient needs.

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

Table-top trials will be used to assess the products' quality against its described characteristics in the bidder's response documents as highlighted in the award 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 score of zero in the appropriate award section of the evaluation.

- 1.1 The Authority is not bound to accept the lowest or any offer.
- 1.2 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)**

- 1.1 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.
- 1.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.
- 1.3 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.
- 1.4 The successful supplier will be required to indemnify the Authority against all possible claims under TUPE.
- 1.5 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**

- 1.1 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 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**

1.1 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**

1.1 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) (and as amended) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority

1.2 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 Framework Terms and Conditions**

- 1.1 This procurement exercise concerns the conclusion of a Framework Agreement under which a number of successful Tenderer will be appointed to supply the offering as described in SCHEDULE D the specification, to the Authority on the terms agreed. A copy of the specimen Framework Agreement including the contract terms and conditions can be found in SCHEDULE E.
- 1.2 Upon concluding the procurement process the signed acceptance of the specimen Framework Agreement shall be issued to the successful bidder(S). 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 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, accepts 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, references to the ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Authority or any of its advisers or consultants in connection with the ITT or any other pre-contract document.

Each Bidder's acceptance of delivery of an 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, of the ITT bids, not to invite a 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).

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

Bids that fail to meet any of the exclusion criteria or mandatory requirements included in this tender may be rejected. This includes those that are ineligible to tender on a ground specified in the Public Contract Regulations 2015. Bidders that fail to satisfy the Authority of meeting the minimum standards set out both economically and technically will be deemed ineligible and not have their bid further assessed.

It is recommended the bidders assess the exclusion criteria (SCHEDULE F) or minimum/mandatory requirements and satisfy themselves of their own compliance before completing the bidder response and pricing schedules.

**SCHEDULE D**

**SPECIFICATION**



SCHEDULE D is uploaded as a separate document in the eTendering system.

**SCHEDULE E**  
**DRAFT TERMS AND CONDITIONS**

SCHEDULE E is uploaded as a separate document in the eTendering system.

Please read and confirm commitment by submitting a signed unamended copy of SCHEDULE J –  
Form of Offer.

**SCHEDULE F**  
**PRE-REQUISITES**  
**(for mandatory completion and return)**

SCHEDULE F is uploaded as a separate document in the eTendering system for ease of completion.

Applicants are required to complete all questions in SCHEDULE F. Alternatively; Applicants may submit their European Single Procurement Document, which must be completed in full.

**SCHEDULE G**

**TECHNICAL RESPONSE AND AWARD CRITERIA  
(for mandatory completion and return)**

SCHEDULE G Technical Response is uploaded as a separate document in the eTendering system for ease of completion.

Applicants are required to complete all questions in Schedule G Technical Response. Once completed, this should be uploaded as part of the tender response to the e tendering portal BRAVO.

### EVALUATION OF TECHNICAL RESPONSE

The technical response will be evaluated using the following criteria and weightings below:

Technical information will be evaluated using the sub criteria and weightings below:

Technical Criteria	Weighting %
Essential Requirements	For Information Only
General Requirements	10%
Pacemaker Requirements	20%
Implantable Cardiac Monitor Requirements	20%
<b>Total Technical Evaluation</b>	<b>50%</b>

Applicants are required to answer a number of questions under each sub criteria. These questions, found in SCHEDULE G Technical Response, are linked to the criteria listed above.

Each question has been assigned a weighting, which is provided in SCHEDULE G.

The following sections detail the methodology that will apply where qualitative information is provided. Bidders are unable to contest the application of this methodology as it forms the subjective opinion of the awarding authority. The evaluation of technical information will be undertaken once, and the resulting score used in the calculation of the final score described in step 3.

#### **Technical Sub Criteria: Essential Requirements**

These questions are provided for information only purposes to support the declarations made within SCHEDULE F Pre-Requisites. This section will not be scored.

#### **Technical Sub Criteria: General Requirements**

This will be worth 10% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the general requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line with the Authority's requirements.

1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.
4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in line with the Authority's requirements and has significant benefits to the Authority.

#### **Technical Sub Criteria: Pacemaker Requirements**

This will be worth 20% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the Pacemaker requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line with the Authority's requirements.
1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.



4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in line with the Authority's requirements and has significant benefits to the Authority.
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**Technical Sub Criteria: ICM Requirements**

This will be worth 20% of the total marks. The individual weighting of each question is provided in SCHEDULE G. Each question has been assigned a maximum score of 4. Scores will be awarded based on the bidder's ability to comply with the ICM requirements of the framework using the following criteria:

Rate	Qualifier	Criteria
0	Deficient (does not answer the questions, misunderstood the question)	The response provided was deficient with unacceptable deficiencies and does not demonstrate that the products and supporting service provided will be in line with the Authority's requirements.
1	Limited Response	The response provided was restricted with important deficiencies and provided limited confidence that the products and supporting service provided will be in line with the Authority's requirements.
2	Acceptable Response	The response provided was acceptable with some minor deficiencies and provided some confidence that the products and supporting service provided will be in line with the Authority's requirements.
3	Comprehensive Response	The response provided was comprehensive and provided good confidence that the products and supporting service provided will be in line with the Authority's requirements and has slight benefits to the Authority.
4	Excellent Response	The response provides excellent confidence and exceeds expectations that the products and supporting service provided will be in line with the Authority's requirements and has significant benefits to the Authority.

**SCHEDULE H**

**COMMERCIAL RESPONSE AND AWARD CRITERIA**  
**(for mandatory completion and return)**

SCHEDULE H Commercial Response is uploaded as a separate document in the eTendering system for ease of completion.

Applicants are required to submit all price information in Schedule H Commercial Response. Once completed, this should be uploaded as part of the tender response to the e tendering portal BRAVO.

### EVALUATION OF COMMERCIAL RESPONSE

The commercial evaluation will be carried out using the process and weighting below:

<b>Commercial evaluation</b>	<b>50%</b>
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The commercial evaluation will be carried out through the use of a most economically advantageous tender (MEAT) eAuction. A MEAT eAuction calculates the bidders' overall scores using their technical score (score input by the Framework Manager from the evaluation of SCHEDULE G) and the commercial score (which changes during the course of the eAuction). The highest ranking bidder in the MEAT eAuction is not necessarily the cheapest.

Financial Score at end of eAuction = Technical Score + Final Commercial Score

#### Example of MEAT eAuction

Starting position for the eAuction could be as follows (Bidder 1 ranked first):

Suppliers	Technical Score	Starting Commercial Price	Starting Commercial Score	Starting Overall Score	Starting Ranking
<b>Bidder 1</b>	<b>45.00%</b>	<b>£20,025</b>	<b>39.95%</b>	<b>84.95%</b>	<b>1</b>
<b>Bidder 2</b>	<b>38.00%</b>	<b>£18,900</b>	<b>42.33%</b>	<b>80.33%</b>	<b>3</b>
<b>Bidder 3</b>	<b>35.00%</b>	<b>£17,500</b>	<b>45.71%</b>	<b>80.71%</b>	<b>2</b>

*Lowest Cost = £17,500*

If Bidder 2 reduces their price in the eAuction as follows then they would move to rank 1 in the eAuction:

Suppliers	Tech	Final Commercial Price	Final Commercial Score	Final Overall Score	Final Ranking
<b>Bidder 1</b>	<b>45.00%</b>	<b>£20,025</b>	<b>39.95%</b>	<b>84.95%</b>	<b>2</b>
<b>Bidder 2</b>	<b>38.00%</b>	<b>£16,000</b>	<b>50.00%</b>	<b>88.00%</b>	<b>1</b>
<b>Bidder 3</b>	<b>35.00%</b>	<b>£17,500</b>	<b>45.71%</b>	<b>80.71%</b>	<b>3</b>

*Lowest Cost = £16,000*

Tenderers must complete SCHEDULE H Commercial Response with prices for all goods listed and return it as part of their bid submission. These will be used as the starting position of your bid.

All tenderers who meet all of the mandatory requirements will be invited to participate in an e Auction. These tenderers will be notified of the specific arrangements for the eAuction, including the date and time through a message on the etendering portal.

**SCHEDULE I**  
**ADDITIONAL INFORMATION**

## ADDITIONAL INFORMATION

### 1. Company Information

1.1	Name of the organisation in whose name the tender would be submitted	<b>This data will be taken from the Registration Data provided in the eTendering system (<a href="http://www.nhssourcing.co.uk">www.nhssourcing.co.uk</a>). It is the Tenderer's responsibility to make sure that this is kept up to date.</b>  <b>For help on updating/checking this information in the system, call the eTendering helpdesk on 0800 368 4850 or <a href="mailto:help@bravosolution.co.uk">help@bravosolution.co.uk</a>.</b>
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

The Authority holds on file contingency and business continuity plans of all of its suppliers. In addition to the specific contingency plans that have been provided as part of the tender, please provide a copy of any general contingency or business continuity plans that your organisation holds. This is for information only.

- 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)

Your response must be uploaded into the eTendering system.

**SCHEDULE J**

**FORM OF OFFER**  
**(for mandatory completion and return)**

SCHEDULE J is uploaded as a separate document in the eTendering system for ease of completion.

An unamended copy must be signed by an appropriate person with the authority to commit the Applicant to the Tender offer and any subsequent contract. This document is in PDF format and should be printed, signed (electronic signatures will not be accepted) witnessed and dated, scanned and attached to the response submission via the e tendering portal BRAVO.

**SCHEDULE K**

**CERTIFICATE OF NON-CANVASSING**  
**(for mandatory completion and return)**



SCHEDULE K is uploaded as a separate document in the eTendering system for ease of completion.

This document once completed should be uploaded as part of the tender response to the e tendering portal BRAVO.