# Document No.2

# Invitation to Offer for the Supply, Storage, and Management of Intravenous Fluids

# Offer reference number: CM/EMI/22/C103602

# Period of Agreement: 28th July 2023 to 27th July 2025

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# Terms of Offer

1. The Offeror shall comply with these Terms of Offer and any instructions given in any Document. An obligation on the Offeror to do, or to refrain from doing, any act or thing under these Terms of Offer or any Document shall include an obligation upon the Offeror to procure that all of its directors, office holders, staff, members of its Group of Economic Operators (if it acts as Lead Supplier), companies within its Group, Sub-Contractors, advisers, or agents involved or connected with this procurement exercise also do, or refrain from doing, such act or thing.
2. Except where specified or the context requires otherwise, capitalised expressions in these Terms of Offer shall have the meaning given to them in the Glossary of Terms.
3. The Offeror is responsible for ensuring that no conflicts of interest exist between the Offeror and the Authority. Any Offeror who fails to comply with this requirement may be disqualified from the procurement exercise by the Authority.
4. The Department Of Health And Social Care
	1. The Department of Health and Social Care is conducting this procurement exercise for and on behalf of the Secretary of State for Health and Social Care acting as part of the Crown.
	2. The Authority wishes to procure the supply, storage and management of intravenous fluids to be stored in a Stockpile by the Supplier. Whilst in the Stockpile, the Supplier will be required to rotate the Goods to ensure that the Goods maintain a minimum Shelf Life of eighteen (18) months throughout the Term. In the event that there is an Emergency and there is a shortage in the supply of the Good(s) in the UK due to that Emergency, the Authority may approve a Release Plan for a volume of Stockpiled Goods that will be subject to an Authorised Release. The Supplier will be required to replenish the Stockpiled Goods after an Authorised Release so that the Stockpiled Goods remain at the Quantity Required.
	3. The Authority seeks to procure eleven (11) Licensed Goods through this procurement exercise.

The Contract(s) are for the benefit of the Authority and NHS bodies along with any other non-NHS bodies named in the table below. The Goods purchased as a result of this procurement exercise may be made available to the UK devolved administrations, Crown Dependencies and British Overseas Territories.

|  |
| --- |
| 1. Local Authorities
 |
| 1. Other government departments and their executive agencies or non-departmental public bodies charged with the delivery of healthcare or health related services in the United Kingdom
 |
| 1. Crown Dependencies and British Overseas Territories
 |
| 1. UK devolved administrations
 |

1. Information And Confidentiality
	1. Information that is provided to Interested Parties by the Authority in the Invitation to Offer is believed to be correct at the time of issue. However, Interested Parties must satisfy themselves as to the accuracy of such information and no responsibility is accepted by the Authority for any loss or damage of whatever kind or howsoever caused arising from the use by the Interested Parties of such information, unless such information has been supplied fraudulently by the Authority.
	2. All information supplied to Interested Parties by the Authority in connection with this procurement exercise shall be regarded as confidential. By submitting an Offer the Offeror agrees to be bound by the obligation to preserve the confidentiality of all such information.
	3. Accordingly, any Interested Party which considers this Invitation to Offer and / or participates in this procurement exercise agrees not to issue any press release or other publicity relating to this procurement exercise without the prior written consent of the Authority.
	4. All Central Government Departments and their Executive Agencies and Non- Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
	5. For these purposes, the Authority may disclose within Government any of an Offeror’s documentation/information (including any that an Offeror considers to be confidential and/or commercially sensitive such as specific bid information) submitted by an Offeror to the Authority during this procurement exercise. The information will not be disclosed outside Government except where there is an obligation on the Authority to disclose further to a request for information made pursuant to FOIA or EIRs in accordance with the obligations and duties placed upon public authorities by FOIA and EIRs and in accordance with any Government code of practice on the discharge of public authorities’ functions under FOIA. Offerors taking part in this procurement exercise consent to these terms as part of the procurement exercise.
	6. This Invitation to Offer and its accompanying documents shall remain the property of the Authority and must be returned to the Authority on demand or securely destroyed and or erased in accordance with instructions from the Authority.
2. Freedom Of Information Act 2000
	1. FOIA and EIRs apply to the Authority.
	2. Interested Parties should be aware of the Authority’s obligations and responsibilities under FOIA and EIRs to disclose, on request, recorded information held by the Authority. Information provided by Interested Parties in connection with this procurement exercise, or in connection with any Contract, 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 FOIA or EIRs applies.
	3. In certain circumstances, and in accordance with the Freedom of Information Code of Practice published by the Cabinet Office on 4 July 2018 and issued under section 45 of FOIA, the Authority may consider it appropriate to ask such Interested Parties for their views as to the release of any information before a decision on how to respond to a request for information under FOIA and/or EIRs is made. In dealing with requests for information under FOIA and EIRs, the Authority must comply with a strict timetable and the Authority would therefore require a timely response and in any case, within five Business Days, to any such consultation with Interested Parties. Where Interested Parties fail to respond within five Business Days, the Authority may in its absolute discretion respond to the request for information without any further consultation.
	4. If an Interested Party provides any information to the Authority in connection with this procurement exercise, or with any Contract, which is Confidential Information or which such Interested Party considers commercially sensitive and which the Interested Party wishes to be held in confidence, then that Interested Party must clearly identify in their Offer, the information to which it considers a duty of confidentiality applies. Interested Parties must give a clear indication of which material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. Such indications by Interested Parties shall also include the section number of FOIA or EIRs for the applicable exemption and where the proposed exemption is classified as a qualified exemption under FOIA or EIRs, such Interested Party shall indicate clearly how they have determined that the result of the ‘public interest test’ applicable under FOIA or EIRs would be that the information is exempt. This information should be listed in the Offer Schedule (Document No. 5, Sheet 7 table 7.1 and 7.2: Confidential and Commercially Sensitive Information). The use of blanket protective markings such as “commercial in confidence” will not suffice for the Authority to treat information provided by an Interested Party as confidential. In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where an Interested Party has indicated that information is confidential, the Authority may be required to disclose it under FOIA and / or EIRs if a request for information is received.
	5. The Authority does not accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
	6. In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with Interested Parties about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
	7. The decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with any Interested Party.
	8. If an Interested Party receives a request for information under FOIA or EIRs during and/or in relation to this procurement exercise, it must be immediately referred to the Authority.
3. Right To Publish
	1. Interested Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA and EIRs, the Invitation to Offer and the content of any Contract will be published in accordance with the Government's policies on transparency as expounded in the guidance published by the Cabinet Office. Further information on transparency can be found at:

<https://www.gov.uk/government/publications/procurement-and-contracting-transparency-requirements-guidance>

* 1. Interested Parties should note that the terms of any Contract will permit the Authority to publish the full text of such Contract when signed after considering (at the Authority's sole discretion) any representations made by the Supplier regarding the application of any relevant FOIA or EIRs exemptions.
	2. The Offeror acknowledges and agrees that information contained within its Offer may be incorporated by the Authority into any Contract awarded to the Offeror and as a result, it may be published in accordance with this paragraph 4.
1. Data Protection
	1. The Authority will collect, hold, and use personal data (as defined in the Data Protection Legislation) obtained from and about Interested Parties including any members of the Group of Economic Operators and their staff during the course of this procurement exercise (‘Personal Data’). Interested Parties agree to such Personal Data being collected, held and used in accordance with and for the purpose of administering this procurement exercise and for contract management of any Contract.
	2. Interested Parties warrant on a continuing basis, that they have:
		1. all requisite authority and have obtained and will maintain all necessary consents required under the Data Protection Legislation; and
		2. otherwise fully complied with all of their obligations under the Data Protection Legislation in order to disclose to the Authority the Personal Data pursuant to this procurement exercise.
	3. Interested Parties shall immediately notify the Authority if any of the consents referred to in this paragraph 5 are revoked or changed in any way which impacts on the Authority’s rights or obligations in relation to such Personal Data.
2. Samples
	1. Offerors are required to submit samples of:
		1. packaging;
		2. artwork;
		3. material Safety Data Sheets;
		4. approved Summary of Product Characteristics; and
		5. approved Patient Information Leaflets

for each item offered, and such samples shall be provided free of charge.

* 1. Offerors’ samples must be provided in PDF format and attached to their respective Offers.
1. Prices
	1. Prices must be set out in the Offer Schedule (Document No. 5, Sheet 4) and must remain open for acceptance by the Authority for the Validity Period.
	2. Prices must be fixed (i.e. not subject to variation) for the duration of the Contract subject only to any variation provisions contained in the Contract.
	3. Prices must be quoted in sterling (GBP) and exclusive of Value Added Tax.
	4. Prices must be quoted fully inclusive of any and all costs necessary to satisfy the Specification, Contract and any other requirements included in the Invitation to Offer.
	5. If the Authority considers that any pricing proposed by an Offeror as part of their Offer is abnormally low, the Authority may require the Offeror to provide further information to explain and justify its pricing proposals (or any aspect of these). If after assessment of any information, explanation or evidence provided by the Offeror, the Offeror does not, in the opinion of the Authority, satisfactorily account for the low level of prices proposed and so leads the Authority to the conclusion that the Offer is abnormally low (so as to put the sustainability and satisfactory delivery of any Contract over its term at risk), the Authority reserves the right to reject such an Offer.
2. Offer Documentation And Submission
	1. **Background**
		1. The Goods required for this procurement exercise are listed in the Offer Schedule (Document No. 5, Medications Catalogue Sheet). Supply of the Goods into the Stockpile is distinct from the supply of these medicines for ‘business as usual’ (BAU) activity within the NHS.
		2. Interested Parties are required to only make Offers that if accepted would not detrimentally impact their ability to maintain supply of the Goods to the NHS for BAU activity.
		3. The Authority reserves the right to not award Contract(s) or to cancel this procurement exercise at any time. The Authority shall not be liable in any way whatsoever for the consequences of any such decision, including wasted costs or other costs or losses claimed to be incurred by any party.
	2. **Lots**
		1. The Authority’s requirement for this procurement exercise has been divided into **11 Lots.**The Lots are described in the Offer Schedule (Document No. 5, Medications Catalogue Sheet).
		2. Each Lot includes one category of Goods. Offerors may submit Offer(s) for one or multiple Lots.
		3. The Authority reserves the right not to award Contract(s) for any of the Lots or to cancel this procurement exercise.
	3. **Offers**
		1. Offers submitted for a Lotmust meet the published criteria for this procurement exercise as specified in the Medications Catalogue Sheet of the Offer Schedule (Document No. 5, Medications Catalogue Sheet).
		2. Offers will **only be considered** if they satisfy the requirements set out in the Specification (Document No. 4).
		3. Variant Offers or alternative offers (e.g. for Medications not included in the Offer Schedule (Document No. 5, Medications Catalogue Sheet)) will not be accepted.
		4. Offers for Goods which are not Licensed will not be considered.
		5. Any Goods included in an Offer must have a remaining Shelf Life of not less than 18 months whilst in the Stockpile.
		6. Offers which fail to demonstrate that the Stockpiled Goods will meet the Quantity Required no later than 12 weeks following the Commencement Date and / or that the Stockpiled Goods will be replenished to meet the Quantity Required no later than 12 weeks following an Authorised Release, will be rejected.
		7. Within an Offer, Offerors must specify separately:
			1. the price for the purchase of the Goods; and
			2. the cost of Storage and Maintenance of the Goods,

using the indicated columns in Sheet 4 of the Offer Schedule (Document No. 5, Pricing Schedule Sheet). The Offer Price must be for the total Quantity Required. The Authority will calculate the Offer Price for each Offer by combining the Offeror’s price per Unit and the Offeror’s storage costs per Unit per week and will assume that all Goods are held in the Stockpile for the full Term and this calculation shall be based on the following methodology and example:

Methodology:

(Quantity Required x Offeror’s price per Unit) + (Quantity Required x storage costs per Unit per week x Term in weeks) = Offer Price

Example:

Assumptions:

Quantity Required: 10,592 Units

Offeror’s price per Unit: £0.20

storage costs per Unit per week: £0.50

Term: 52 weeks x 2 = 104

(10,592 x £0.20) + (10,592 x £0.50 x 104) = Offer Price of £552,902.40

* + 1. Offers must not:
			1. seek to or alter or amend the Conditions of Contract (including without limit any price variation clauses) issued with the Invitation to Offer; or
			2. seek or make any arrangement to exclude Offers from other Offerors from being accepted.
	1. **Compliant Offer**
		1. An Offer is Compliant if:
			1. it satisfies the requirements of paragraph 8.5;
			2. it satisfies the requirements of the Specification (Document No. 4)*;*
			3. it satisfies the requirements of the Offer Schedule (Document No.5);
			4. it satisfies any other mandatory requirements set out in the Invitation to Offer; and
			5. the Offeror has satisfactorily completed the Selection Questionnaire.
		2. Offers that are Non-compliant will be rejected.
	2. **Offer Requirements**
		1. The Goods offered must be strictly in accordance with the requirements of the Invitation to Offer including the Conditions of Contract (Document No.3) and Specification (Document No. 4).
		2. Offers must comprise:
			1. the response form on Atamis - found under “Qualification Envelope”
			2. the Offer Schedule (Document No.5). All tables specified for completion in the Instructions Sheet must be completed in full and where an Offeror is offering more than one Lot, copied sheets must also be completed in full; and
			3. the Form of Offer (Document No.6).
		3. The Form of Offer must be authorised by an officer authorised by the Offeror.
		4. The Form of Offer and other documents referred to in paragraph 8.5.2 above must be completed in full. Any Offer may be rejected which:
			1. contains gaps, omissions, or obvious errors; or
			2. is received after the closing time and date for the receipt of Offers.
		5. Offerors must not submit with their Offer any documentation which has not been requested by the Authority. If an Offeror does submit such additional documentation which has not been specifically requested by the Authority, this will be disregarded by the Authority.
		6. To clarify any aspect of the Invitation to Offer, please submit clarification questions via the Atamis messaging portal, prior to the deadline specified on the portal.
		7. Please note that any clarification questions raised by Interested Parties and the responses to those clarification questions by the Authority may be published anonymously to all Interested Parties in order to ensure transparency, fairness and equal treatment of Interested Parties throughout the procurement exercise. If an Interested Party wishes the Authority to treat a clarification question as confidential and not issue the response to all Interested Parties, it must state this when submitting the clarification question. If, in the opinion of the Authority, the clarification question (including the potential response to it) is not confidential, the Authority will inform the Interested Party raising the clarification question and give that Interested Party an opportunity to withdraw the clarification question. If the clarification question is not withdrawn within 3 Business Days, the clarification question and the response in an anonymised form, will be issued to all Interested Parties.
		8. Offers and all documents relating to the Offers must be written in English and submitted to the Authority via Atamis by the date and time set out in paragraph 14 (Indicative Procurement Timetable) as may be updated from time to time at the Authority’s sole discretion.
	3. Completing Document No.5 Offer Schedule
		1. Document No. 5 contains the following:
			1. Sheet: Instructions;
			2. Sheet: Medications Catalogue;
			3. Sheet 1: Offeror Information Sheet;
			4. Sheet 2: Storage and Maintenance Schedule;
			5. Sheet 3: Stockpile Build Schedule;
			6. Sheet 4: Pricing Schedule;
			7. Sheet 5: Additional Information
			8. Sheet 6: QA Technical Sheet
			9. Sheet 7: Confidential Information
			10. Sheet 8: Subcontracting;
		2. Offerors must complete:
			1. Sheet 1: Offeror Information Sheet; and
			2. Sheet 2: Storage and Maintenance Schedule; and
			3. Sheet 3: Stockpile Build Schedule; and
			4. Sheet 4: Pricing Schedule; and
			5. Sheet 5: Additional Information; and
			6. Sheet 6: QA Technical Sheet and
			7. Sheet 7: Confidential Information; and
			8. Sheet 8: Subcontracting
			9. Offerors must upload all supporting regulatory information (where applicable this is to include: WDA (H), MIA, PIL, SmPc, current copies of MA, GDP, GMP Certificates and artwork) relating to the Goods
		3. Within Sheet 1: Offeror Information - Offerors must provide the details required.
		4. Within Sheet 2: Storage and Maintenance Schedule, Offerors must explain their Storage and Maintenance arrangements for the Goods.
		5. Within Sheet 3: Stockpile Build Schedule, Offerors must state their approach to building the Stockpile to the Quantity Required.
		6. Within Sheet 4: Pricing Schedule, the pricing for an Offer must be entered in GBP, exclusive of VAT, on the basis of:

(a) a purchase price per Unit; and

(b) storage costs per Unit per week.

* + 1. Within Sheet 5: Additional Information, Offerors must provide the additional information required.
		2. Within Sheet 6: QA Technical, Offerors must provide the required details (in column “C”) for each Lot offered, Licensed for use in the UK, that they have Offered, and include in the submission all copy documents requested.
		3. Within Sheet 7: Confidential Information, Offerors must specify what elements of their Offer they consider Confidential Information and/or commercially sensitive.
		4. Within Sheet 8: Subcontracting, Offerors must list which activities are to be sub-contracted.
		5. Details of the Licensed Goods presentations required are included in the Medications Catalogue Sheet of Document No. 5 Offer Schedule. Detailed instructions on how to complete Document No. 5 are included in the Instructions Sheet.
	1. Most Economically Advantageous Offer
		1. The Authority does not intend to select the preferred Offer based upon price alone. The preferred Offer will be selected based upon the Most Economically Advantageous Offer in accordance with the Award Criteria described in Table A set out in paragraph 10.4 of this Terms of Offer.
		2. The Authority does not bind itself to accept the lowest priced Offer or any Offer at all and reserves the right to accept an Offer either in whole or in part, each Lot being for this purpose treated as offered separately.
		3. The Authority reserves the right to award Contract(s), for the supply of the Goods , to more than one Offeror.
1. The Authority’s Rights
	1. Neither the issue of the Invitation to Offer, nor any of the information presented in it, is a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
	2. Offerors accept and acknowledge that the Authority is not bound to accept any Offer or obliged to award a Contract to any Offeror.
	3. The Authority reserves the right, in respect of this procurement exercise as a whole and/or in respect of each individual Lot, to:
		1. waive or change the requirements of the Invitation to Offer from time to time without any notice being given by the Authority;
		2. seek clarification or documents in respect of an Offeror's submission;
		3. disqualify any Offeror that is found to have carried out misrepresentation in relation to its Offer or the procurement exercise;
		4. withdraw the Invitation to Offer at any time, or to re-invite Offers on the same or any alternative basis;
		5. accept an Offer either in whole or in part, each Lot being for this purpose treated as offered separately;
		6. choose not to award a Contract for any, a combination, or all of the Lots as a result of the procurement exercise for any reason;
		7. make whatever changes it sees fit to the timetable, structure or content of the procurement exercise including in relation to internal approval processes or for any reason whatsoever; and/or
		8. at any time terminate the procurement exercise for any reason,

and the Authority shall not be liable in any way whatsoever for the consequences of any decision it makes as set out in this paragraph 9.3, including wasted costs or other costs or losses claimed to be incurred by any Interested Party.

1. Award Methodology & Criteria
	1. **Award Process**
		1. The Award Process consists of the following key steps:

**Compliance Gateway**: confirm that Offers comply with the requirements set out in the Invitation to Offer;

**Evaluation**: evaluation of the Offers that have passed the Compliance Gateway in accordance with the methodology and criteria set out further below; and

**Award Gateway**: approval to proceed to contract award (award notifications, standstill and contract signing).

* + 1. The Award Process is summarised in Figure 1.

Figure 1 Award Process



* 1. **Gateway Requirements**
		1. Each Offer must satisfy the requirements of the Compliance Gateway. Offers which do not satisfy the requirements of the Compliance Gateway will be disqualified.
		2. To pass the Compliance Gateway, an Offer must:
			1. pass the Selection Questionnaire;
			2. complete in full all information required in the Offer Schedule (Document No. 5), in the format requested;
			3. satisfy the requirements of the Specification (Document No. 4);
			4. satisfy any other requirements included in the Invitation to Offer; and
			5. provide all information requested in paragraph 8.6.2(j).
	2. **Price**
		1. The price of each Lot offered by an Offeror is evaluated based upon the following methodology and example:

$$\frac{the lowest Offer Price × price weighting}{Offer Price being evaluated}$$

Example: £500,000 x 50

 £650,000 = 38.5%

* + 1. Offerors must submit a separate Offer for each Lot they offer as part of their submission.
	1. **Award Criteria**
		1. The Award Criteria are set out in Table A

Table A Award Criteria

| **Criteria** | **Scoring Methodology** | **Weighting** |
| --- | --- | --- |
| Goods Presentation | Pass/Fail | N/A |
| Licensed Goods | Pass/Fail | N/A |
| Location compliance | Pass/Fail | N/A |
| Minimum Goods Shelf Life of 18 months | Pass/Fail | N/A |
| Price | Scored | 50% |
| Storage and Maintenance | Scored | 30% |
| Stockpile build | Scored | 10% |
| Social value | Scored | 10% |

* + 1. Subject to paragraphs 10.4.3,10.4.4, 10.4.5, and 10.4.6 the preferred Offer for each Lot will be the one with the highest score and selected based upon the Most Economically Advantageous Offer in accordance with the process set out in this paragraph 10 of this Terms of Offer. In the event that more than one Offeror achieves the highest score so that there is a tie in the scores, the preferred Offer will be the one which scores highest for the Stockpile build criterion at paragraph 10.4.8. In the event that more than one Offeror achieves the highest score the same Stockpile build score, then the preferred Offer will be the one which scores highest for the social value criterion at paragraph 10.4.9.
		2. **Goods presentation:** In order to achieve a pass for the Goods presentation criterion, an Offer must include only a Good that is listed in the Offer Schedule (Document No. 5, Medications Catalogue Sheet). An Offer for a Good that is not listed in the Offer Schedule (Document No. 5, Medications Catalogue Sheet)and / or an Offer for a Good which is not in accordance with the required presentation for that Lot as listed in the Offer Schedule (Document No. 5, Medications Catalogue sheet)will fail the Goods presentation criterion and will be disqualified.
		3. **Licensed Goods:** In order to achieve a pass for the Licensed Goods criterion, an Offer must include Goods with a valid Marketing Authorisation for use in the UK that satisfies the requirements set out in the Specification (Document No. 4*).* An Offer that does not satisfy this will fail this criterion and will be disqualified.
		4. **Location compliance:** In order to achieve a pass for the location compliance criterion, an Offeror must include details of the Good Distribution Practice (GDP) inspection and certification for the storage site, as issued by MHRA. Such GDP authorisation will be verified by checks against appropriate online portals to ensure current applicability. If an Offer does not contain evidence of the GDP certification, or in the event that such certification has been withdrawn or suspended by MHRA, the Offer will fail the location compliance criterion and will be disqualified.
		5. **Minimum Goods Shelf Life of 18 Months:** In order to achieve a pass for the Minimum Goods Shelf Life criterion, an Offeror must state that all Goods in the Stockpile shall have, and all Goods constituting any part of the Offer have, a minimum Shelf Life of 18 months.
		6. **Storage and Maintenance Scoring Matrix:**

Table B

| **Criterion** | **Criteria for awarding score** | **Score** |
| --- | --- | --- |
| Storage and Maintenance | **Good:***Provides credible and reliable evidence and assurance of a good standard of Storage and Maintenance arrangements for the Goods. Examples of elements of a good standard of Storage and Maintenance include but are not limited to the following:*24 hours on-site securitySecurity alarm linked to police to enable automatic notification to relevant police serviceGoods stored on pallets within rackingAutomated controlled equipment (heaters and fans) in placeAutomated readings of temperature data taken throughout the day and delivered directly to a computerTemperature mapping of the site undertaken at least every 12 months | Good = 5 points |
| **Sufficient:***Provides credible and reliable evidence of a satisfactory standard of Storage and Maintenance for the Goods. Examples of elements of a satisfactory standard of Storage and Maintenance include but are not limited to:*On site security present Out of hours security patrols managed by onsite securityGoods bulk stacked but with full access to all GoodsManually controlled equipment (heaters and fans) in placeManual readings of temperature data taken throughout the day and recorded onto a computerTemperature mapping of the site undertaken at 2 yearly intervals | Satisfactory= 3 points |
| **Minimum Standard Achieved:***Provides credible and reliable evidence of:*Having achieved the minimum standards to be certificated with Good Distribution Practice | Minimum Standard Achieved= 0 points |
| Offerors must provide a “method statement” with supporting information and complete Table 2.1 in the Offer Schedule (Document No. 5, Storage and Maintenance Sheet). Method statements will be evaluated using the above methodology and according to the professional judgment of the Authority against the Authority’s published requirements.  |

* + 1. **Stockpile Build Scoring Matrix**

Table C

| **Criterion** | **Criteria for awarding score** | **score** |
| --- | --- | --- |
| Stockpile Build | **Excellent:**Provides credible and reliable evidence and a full breakdown of the relevant timescales, demonstrating that the Stockpiled Goods shall meet the Quantity Required no later than 4 weeks following the Commencement Date.Demonstrates how the Stockpiled Goods will be replenished to meet the Quantity Required no later than 4 weeks following an Authorised Release. | Excellent = 5 points |
| **Good:**Provides credible and reliable evidence and a full breakdown of the relevant timescales, demonstrating that the Stockpiled Goods shall meet the Quantity Required between 4 and 6 weeks following the Commencement Date.Demonstrates how the Stockpiled Goods will be replenished to meet the Quantity Required between 4 and 6 weeks following an Authorised Release. | Good= 3 points |
| **Satisfactory:**Provides credible and reliable evidence and a full breakdown of the relevant timescales, demonstrating that the Stockpiled Goods shall meet the Quantity Required between 6 and 8 weeks following the Commencement Date.Demonstrates how the Stockpiled Goods will be replenished to meet the Quantity Required between 6 and 8 weeks following an Authorised Release. | Satisfactory = 1 point |
|  | **Minimum Standard Achieved:**Fails to meet the standard set out in the Satisfactory score bracket above. A score of zero will be given if either; a. ensuring that the Stockpiled Goods meets the Quantity Required following the Commencement Date; and/or b. replenishing the Stockpiled Goods to meet the Quantity Required following an Authorised Release, will take between 8 and 12 weeks to achieve. | Minimum Standard Achieved = 0 points |
| Offerors must provide a “method statement” with supporting information and complete Table 3.1 in the Offer Schedule (Document No. 5).Where an Offeror can meet one sub-metric but not the other then the maximum number of points will be limited to the lowest scoring element – for example, an Offeror who can demonstrate they can build the Stockpiled Goods to meet the Quantity Required within 4 weeks following the Commencement Date (an ‘Excellent’ score) but will take between 6 weeks and 8 weeks to replenish the Stockpiled Goods to meet the Quantity Required following an Authorised Release (a ‘Satisfactory’ score) will ultimately score 1 point (a ‘Satisfactory’ score).Offers which fail to meet the ‘Minimum Standard Achieved’ criteria will be rejected.  |

* + 1. **Social Value:** In this procurement exercise, social value refers to

delivery of the following policy outcome; tackle workforce inequality.

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf> provides response guidance for the policy outcome.

Offerors shall address how they would deliver the policy outcome, by carrying out the Actions listed in Table E below:

Table E

| **Social Value Scoring Matrix** |
| --- |
| **Policy Outcome** | **Criteria for awarding score** | **score** |
| Tackle Workforce inequality | **Good:**provides appropriately sourced and current evidence and assurance that the policy outcome would be delivered during the Term of the Contract. The Offeror can provide evidence of having already met some, or all, of the measures by which this metric is measured within its day-to-day operations. | Good = 10 points |
| **Satisfactory:**provides satisfactory evidence and assurance that the policy outcome would be delivered during the Term of the Contract. The Offeror has provided details only of planned activity to meet some, or all, of the measures by which this metric is measured within day-to-day operations. | Satisfactory = 5 points |
| **Weak:**the response provides little or no satisfactory evidence and assurance that the policy outcome would be delivered. | Weak = 0 points |
| Offerors must provide a “method statement” with supporting information and complete Table 5.2 in the Offer Schedule (Document No. 5). |

* 1. **Award Approach**
		1. Offers that pass the Compliance Gateway (‘Qualifying Offers’) will be evaluated in accordance with the following methodology.
	2. **Award Methodology**
		1. Only Qualifying Offers will be considered.
		2. Further details about how each of the criteria will be evaluated is included in Table F.

Table F Evaluation Methodology

|  |  |
| --- | --- |
| **Criteria** | **Evaluation Methodology** |
| Goods presentation | The Offer Schedule (Document. No. 5) only permits Offers to be submitted for the Goods presentation included in the **Medications Catalogue Sheet**. In addition, the Authority will manually check that only the Goods presentation included in the Medications Catalogue Sheet is considered. |
| Licensed Goods | Representatives of the Authority will manually review the information provided with Offers and determine that the Offer:1. is for Licensed Good that satisfies the Authority’s requirements and therefore passes this criterion; or
2. does not satisfy the Authority’s requirements and therefore fails this criterion.
 |
| Price | The Authority will calculate the price score in accordance with the methodology detailed in paragraph 10.3.1. |
| Storage and Maintenance | The Authority will calculate the Storage and Maintenance score based upon how and where the Offeror would store the Goods at the required temperature levels, and security measures to protect the Goods, and Goods’ data, as detailed in paragraph 10.4.7. |
| Stockpile build | The Authority will calculate the Stockpile build score based upon the methodology detailed in paragraph 10.4.8 |
| Social value | The Authority will calculate the social value score in accordance with the Award Criteria and scoring methodology in paragraph 10.4.9.  |

* 1. **Selection Questionnaire**
		1. Interested Parties are requested to submit information to support their Offers by completing the response form on Atamis found under “Qualification Envelope’”, which must be satisfactorily completed as indicated therein. The Authority reserves the right to reject an Offer where the Offeror has failed to complete the Selection Questionnaire satisfactorily. Such rejected Offers will not be evaluated further or scored against the Award Criteria (as set out in paragraph 10.4.1).
		2. *Exclusion Grounds - Grounds for mandatory rejection*: if the Offeror answers “yes” to any of the questions in this section they will be rejected except in the circumstances outlined in Regulation 57(6) and 57(7) of The Public Contracts Regulations 2015 (as amended).
		3. *Exclusion Grounds - grounds for discretionary rejection and tax compliance*: if the Offeror answers “yes” to any of the questions in this section, the Offeror must provide evidence of measures taken by the Offeror to demonstrate the reliability of their organisation despite the existence of a relevant ground for exclusion. If the Authority does not consider such evidence to be sufficient then the Authority will reject the offer.
		4. **Selection Questions (Part 3)**
			1. *Economic and Financial Standing* - if the Offeror answers “no” in this section, the Offeror must provide further explanation and assurances (such as a guarantee or performance bond in a form acceptable to the Authority in its absolute discretion) to the Authority’s satisfaction otherwise its Offer will be rejected. The Offeror’s Dun & Bradstreet failure score recorded on the supplier registration service for Government should be 40 or greater. If the Offeror’s score is below 40 the Authority may reject its Offer unless the Offeror provides further explanation and assurances (such as a guarantee or performance bond in a form acceptable to the Authority in its absolute discretion) to the Authority’s satisfaction.
			2. *Modern Slavery Act 2015* - if the Offeror answers “no” in this section, the Offeror must provide further explanation and assurances to the Authority’s satisfaction otherwise its Offer will be rejected.
			3. *Prompt payment* – an Offer may be rejected where the requirements detailed in this section are not met (only applicable to Offerors intending to use a supply chain). A successful Offeror who has self-declared may be required to provide evidence of compliance prior to award.
			4. *Insurance requirements* – an Offer may be rejected where the Offeror indicates in its response that it is unable to meet the insurance requirements.
			5. Quality Management System (QMS) – an Offer may be rejected where the Offeror indicates in its response that they do not have an effective QMS to monitor the quality maintenance of the stored Goods.
			6. *Licensing documentation -* an Offer may be rejected where the Offeror does not provide the documentation requested in the Selection Questionnaire or fails to explain to the Authority’s satisfaction why such documentation is not applicable.
1. Costs And Expenses
	1. Interested Parties acknowledge and agree that in no circumstances shall they be entitled to claim from the Authority any costs and expenses that they may incur in preparing their Offers and for avoidance of doubt this shall include where the Authority for any reason whatsoever does not award a Contract to any Offeror pursuant to this procurement exercise or where the procurement exercise is cancelled for any reason.
2. Amendments To Invitation To Offer
	1. At any time prior to the closing time and date for the return of Offers, the Authority may modify any Document by notifying Offerors of the same in writing through Atamis.
	2. The Authority may extend the closing time and date for the return of Offers to allow for any significant amendments made by the Authority to the Invitation to Offer to be fully assessed and taken into account by Offerors.
3. Contract Award
	1. Award of the Contract(s) in respect of the required Goods is subject to the formal approval process of the Authority and all necessary approvals being obtained.
	2. The Authority will comply with the Public Contracts Regulations 2015 (as amended) in respect of award of any Contract.
	3. Acceptance of any Offer and the award of any Contract is conditional upon the offered quantity being delivered in the month offered and with the offered Shelf Life at delivery.
	4. Where an Offeror subsequently seeks to amend part or all of an Offer in any way then the Authority may reject all or part of that Offer.
	5. The Authority will not be liable for any costs associated with any rejected Offers and will be free to seek alternative sources of supply, including re-tendering.
4. Indicative Procurement Timetable

* 1. Table G details the timetable for the procurement exercise and Offerors shall note that these dates are indicative and are subject to change by the Authority.

Table G Indicative Procurement Timetable

| **Procurement Stage** | **Date** |
| --- | --- |
| FTS sent for publication | 24/04/2023 |
| Deadline for clarification questions | 15/05/2023 |
| Deadline for response to clarification questions | 19/05/2023 |
| Deadline for receipt of Offers | 24/05/2023 |
| Evaluation | 29/05/2023 to 16/06/2023 |
| Issue of award notifications to Offerors | 30/06/2023 to 04/07/2023 |
| Standstill period | 05/07/2023 to 14/07/2023 |
| Contract(s) commences | 28/07/2023 |