

# Invitation to Tender

for

## the Provision of Refurbished Electronic Devices and Repair Services

## National Framework Agreement

**Project Ref: F/078/RRED/22/MH**

### **Tender Process:**

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

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## 1. BACKGROUND TO THIS FRAMEWORK AGREEMENT

The aim of the proposed framework is to provide a sustainable and cost-effective method to extend the life cycle of electronic devices. By using electronic devices for longer there will be a reduction in the environmental impact from the decrease in the quantity of devices created and disposed of each year.

The scope of the proposed framework will include:

### **Lot 1: Repair of mobile electronic devices**

Under this Lot, the supplier(s) will carry out diagnoses and repair of mobile electronic devices. Repairs will include work to the frame, small parts, LCD, OLED, and camera. All repairs would be covered with an appropriate warranty.

### **Lot 2: Supply of refurbished mobile electronic devices**

Under this Lot, the supplier(s) will provide refurbished mobile electronic devices with an appropriate warranty.

### **Lot 3: Complete Service – Repair of mobile electronic devices and supply of refurbished mobile electronic devices**

Under this Lot, the supplier(s) will provide a complete service of the above. They will provide refurbished mobile electronic devices with an appropriate warranty, along with diagnoses and repair of mobile electronic devices. Repairs will include work to the frame, small parts, LCD, OLED, and camera. All repairs would be covered with an appropriate warranty.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates appointing all Bidders who score a total of 60% or more for a Lot (who have met the minimum requirements which are set out in these ITT documents) to supply the services under that Lot, as detailed within the specification at SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION.

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

The Countess of Chester Hospital NHS Foundation Trust (the Trust) is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port, a number of West Cheshire community based health clinics and a shared service Microbiology Laboratory in Wirral.

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

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

## 3. BACKGROUND TO THE PUBLIC SECTOR AND NHS

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

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

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

1. Any of the following Customers, and any of their successors:
  - a) Ministerial government departments;
  - b) Non ministerial government departments;
  - c) Executive agencies of government;
  - d) Non-Departmental Public Bodies (NDPBs), including advisory NDPBs, executive NDPBs, and tribunal NDPBs;
  - e) Assembly Sponsored Public Bodies (ASPBs);
  - f) Police forces;
  - g) Fire and rescue services;
  - h) Ambulance services;
  - i) Maritime and coastguard agency services;
  - j) NHS bodies;
  - k) Educational bodies or establishments including state schools (nursery schools, primary schools, middle or high schools, secondary schools, special schools), academies, colleges, Pupil Referral Unit (PRU), further education colleges and universities;
  - l) Hospices;
  - m) National Parks;
  - n) Housing associations, including registered social landlords;
  - o) Third sector and charities;
  - p) Citizens advice bodies;
  - q) Councils, including county councils, district councils, county borough councils, community councils, London borough councils, unitary councils, metropolitan councils, parish councils;
  - r) Public corporations;
  - s) Public financial bodies or institutions;
  - t) Public pension funds;
  - u) Central banks; and
  - v) Civil service bodies, including public sector buying organisations.

2. Those listed and maintained by the Government on their website at <https://www.gov.uk/government/organisations> or any replacement or updated web-link.
3. Those listed and maintained by the Office of National Statistics (ONS) at: <https://www.ons.gov.uk/methodology/classificationsandstandards/economicstatisticsclassifications/introductiontoeconomicstatisticsclassifications> or any replacement or updated web-link.
4. Those bodies in England, Wales, Scotland or Northern Ireland which are within the scope of the definition of “Contracting Authority” in regulation 2(1) of the Public Contracts Regulations 2015 (PCR) and/or Schedule 1.
5. Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and
  - (i) financed wholly or mainly by another contracting authority listed in this document;
  - (ii) subject to management supervision by another contracting authority listed above in this document; or
  - (iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this document;
  - (iv) an association of or formed by one or more of the Contracting Authorities listed above in this document.
6. The voluntary sector, charities and/or other entities and private organisations and which are not UK public sector bodies may also use the Framework Contracts if the Authority is satisfied that:
  - (i) such entity is calling-off services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Contracts on their own account.
  - (ii) such entity is acting as a managing agent or procuring on behalf of the public sector delivering services of a public nature.

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

#### 4. HOW THE FRAMEWORK WILL OPERATE

This Framework Agreement will consist of three multi-supplier Lots. Award of Contracts under any Lot will be by direct award under the Lot most appropriate to the Participating Authority's requirements as set out in the Framework Agreement Specification (Schedule A of this ITT) and the Framework Supplier's response to that Specification.

The Framework Agreement will run for an initial period of two years, with the option to extend for two further twelve month periods up to a maximum Framework Agreement duration of four years. Call off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

Where the accumulated costs materially exceed the advertised contract value (as published in the Award notice, the Framework Manager reserves the right to terminate and re-advertise the Framework Agreement.

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

Participating Authorities wishing to use the Framework Agreement must contact the Commercial Procurement Services Team directly.

The Framework Manager will issue the Participating Authority with a detailed briefing pack and a copy of the Framework Agreement detailing options available.

The Participating Authority will liaise directly with the Framework Manager in order to satisfy themselves that it offers adequate governance and value.

The Participating Authority will decide which Lot is most appropriate to their requirements.

### **Evaluation process for all Lots**

The Participating Authority will undertake a detailed evaluation of each Supplier's offering in line with the evaluation criteria set out in Section 12 of this ITT.

### **Contract award process for all Lots**

When the Contract award decision is made by the Participating Authority, the Participating Authority will contact the Framework Manager for a unique reference number. The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority will use to call-off the Services or Goods under this Framework Agreement. Participating Authorities attempting to engage a Supplier without the unique reference number are doing so outside the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.

The Participating Authorities may use the model contract templates included within this Framework Agreement.

### **Management of the Framework Agreement**

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

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

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

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

### 5. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

#### Open Procedure

Following the close of the ITT period, bids will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. If all prerequisites are satisfied, your bid will be assessed using the award criteria laid out in this Invitation to Tender. Following the conclusion of the evaluation, you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bids, along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bid. A minimum 10 calendar day standstill period will follow prior to concluding the Framework Agreement which will be formed upon the exchange and signing of Framework Agreement documents. Where a single Tender is received, no standstill period will be required. Following the signing of the Framework Agreement documents an Award notice will be published in the UK Government's Find a Tender Service and on the UK Government's Contracts Finder website.

### 6. TIMETABLE

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

Description	Date/Period
Find a Tender Service advertisement sent for publication	3 <sup>rd</sup> May 2022
Last date and time for the submission of Clarification Questions	Monday 30 <sup>th</sup> May 2022 14.00 GMT
Invitation To Tender closing date and time.	Monday 6 <sup>th</sup> June 2022 14:00 GMT
Opening of Tenders and commencement of evaluation process.	Tuesday 7 <sup>th</sup> June 2022
End of evaluation process and notification of intent to award. Standstill period begins.	June 2022
Framework Agreement conclusion and launch date.	June/July 2022



## 7. INVITATION TO TENDER

### 7.1 Bidders/Tenderers

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

The terms Bid and Tender are similarly used interchangeably.

### 7.2 Contracting Authorities

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

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

### 7.3 Acceptance of bids

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately. The Framework Manager reserves the right to award the Framework Agreement for the supply of the GOODS and SERVICES described within and arising out of this procurement process to more than one Supplier. The Framework Manager reserves the right to make no award of the Framework Agreement.

Bidders are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

## 8. COMMUNICATION

### 8.1 Clarification Questions from Bidders

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

**The last date and time for the submission of Clarification Questions is Monday 30<sup>th</sup> May 2022 at 16.00BST.**

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

Should a Bidder be in any doubt as to the interpretation of any or all parts of the ITT document, have commercial queries or technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e-sourcing portal. The Framework Manager will refer the query to the relevant person for

resolution, and will communicate the decision to the Bidder in writing via the e-sourcing portal.

**Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with the Countess of Chester Hospital NHS Foundation Trust and/or its employees about or related to this procurement process is submitted through the e-sourcing portal only, as failure to do so may result in their bid submission being disqualified.**

Bidders are reminded that their questions, and the Framework Manager's responses, will normally be circulated to all Bidders in an anonymised form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the e-sourcing portal for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence but in responding to such requests the Framework Manager will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to the e-sourcing portal and/or circulating the response to all Bidders.

## **8.2 Clarification Questions from Framework Manager**

The Framework Manager reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-sourcing portal to the Bidder's nominated representative. The Framework Manager will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of the bid submission.

It is likely that any response to a clarification question will be required within two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the procurement.

The Framework Manager may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

The Framework Manager reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

The Framework Manager reserves the right to conduct site visits and/or audits at any time during this procurement process.

## **9. RETURN OF BIDS**

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

The Framework Manager intends to award the Framework Agreement to the Bidder who submits the most economically advantageous tender as determined by applying the evaluation criteria set out in this ITT. However, the Framework Manager reserves the right

not to award all or any of the Framework Agreement to the most economically advantageous bid or to any bidder. The Framework Manager also reserves the right to award the Framework Agreement to more than one bidder.

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part.

**9.1 The closing date for the return of Tenders is Monday 6<sup>th</sup> June 2022 at 14:00BST.**

Failure to return a completed tender by the closing date specified will entitle The Framework Manager to disqualify the relevant Bidder from participating in this procurement.

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

## **10. FRAMEWORK AWARD PROCESS AND EVALUATION CRITERIA**

The Framework Agreement will be awarded on the basis of the most economically advantageous tender, which will be evaluated on the following criteria:

<b>Criterion</b>	<b>Weighting %</b>
Prerequisites	Pass/Fail
Technical Criterion	70.00
Commercial Criterion	20.00
Social Value Criterion	10.00
<b>Total</b>	<b>100.00</b>

The evaluation will follow the five step process described below.

### **10.1 STEP 1: PREREQUISITES**

Tenders will be checked to ensure that they have been completed correctly, that they are compliant with the Framework Agreement Specification and that all necessary information has been provided. Tenders for a Lot that are not compliant or incomplete may be rejected from that Lot. Where a tender is rejected at this point it will automatically be disqualified and will not be further evaluated.

#### **10.1.1 Grounds for mandatory exclusion**

In certain circumstances we are required by law to exclude bidders from participating. If you cannot answer ‘No’ to every statement in Part 2 (Grounds for mandatory exclusion) of the Selection Questionnaire then your request to participate shall be excluded from further participation in the SQ (except where disproportionately small amounts of tax or social security obligations are involved).

### 10.1.2 Grounds for discretionary exclusion

We are entitled (in our sole discretion) to exclude a bidder from further participation if any of the statements in response to Part 2 (Discretionary grounds for exclusion) of the Selection Questionnaire apply. If you cannot answer 'No' to every statement it is possible that you will be excluded from this request to participate.

'Self Cleaning' (Covering both mandatory and discretionary exclusion):

If you have answered 'Yes' to any question in Section 2 or Section 3 of the SQ but you can provide sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, we may decide that you shall not be excluded from this request to participate. As a minimum, you will have to demonstrate that you have:

- (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures you have taken will be considered taking into account the gravity and particular circumstances of the criminal offence or misconduct.

The detailed grounds for mandatory and discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions in the SQ.

### 10.1.3 Assessment of Economic and Financial Standing

The Framework Manager will not undertake an evaluation of the Bidder's economic and financial standing. Contracting authorities that intend to call off contracts under the framework agreement are expected to carry out their own assessment of the Supplier's economic and financial standing prior to Contract award.

### 10.1.4 Assessment of Technical and Professional Ability

We want to make sure that you have experience of performing the type of services and supplying the type of goods covered by this Framework Agreement. This section lets you tell us about up to 3 contracts that you have run. Customers who want to

call off contracts from the Framework Agreement may want to check these references for themselves.

Suppliers or Groups of Economic Operators must be able to demonstrate the ability to deliver the entirety of the specification. Additional examples may be provided as supplements to this part of the SQ where this is necessary to demonstrate the technical and professional ability to deliver all of the core elements described in SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION. Any supplements must be clearly identified as relating to this part of the SQ.

Bidders that are unable to demonstrate the technical and professional ability to deliver all of the core elements described in SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION will be treated as ineligible for the Framework Agreement, their Tender will not be evaluated further and the Bidder will be informed of their rejection at this stage.

### **10.1.5 Insurance**

Bidders that self-certify that they already have, or can commit to obtain, prior to the commencement of the Framework Agreement, the levels of insurance cover indicated will achieve a “Pass” for insurance.

Bidders that are unable to self-certify that they already have, or can commit to obtain, prior to the commencement of the Framework Agreement, the levels of insurance cover indicated will achieve a “Fail” for insurance.

### **10.1.6 Standards, Accreditations and Certifications**

Bidders must be able to show that all goods supplied under the Framework Agreement will meet all applicable legislation including CE marking.

Bidders must be able to show that all waste is disposed of in accordance with all relevant legislation, including the Waste Electrical and Electronic Equipment Regulations.

Bidders must be able to show that they hold (or commit to obtain, prior to commencement of the Framework Agreement if awarded) Cyber Security Essentials accreditation throughout the life of the Framework Agreement and the period of all Contracts called off from the Framework Agreement.

Bidders must be able to show that they have robust, clearly defined and auditable quality assurance processes to ensure that Services are carried out to the

satisfaction of any public sector organisation that chooses to contract with the Supplier for the services covered by this Framework.

Bidders must be able to show that they have a robust, clearly defined and auditable information system security management system to protect Customer data.

Bidders that self-certify that they already have, or can commit to obtain, prior to the commencement of the Framework Agreement, the standards, accreditation and registration indicated will achieve a “Pass” for questions specific to this procurement process.

Bidders that are unable to self-certify that they already have, or can commit to obtain, prior to the commencement of the Framework Agreement, the accreditation and registration indicated will achieve a “Fail” for questions specific to this procurement process.

10.1.7 Bidders must achieve a “Pass” for all of the selection requirements of SCHEDULE C – Prerequisites in each Lot for which they tender. Any Bidders which fail any of the selection requirements for a Lot set out in the prerequisites as found in SCHEDULE C- Prerequisites for that Lot will be treated as ineligible for that Lot of the Framework Agreement, their Tender for that Lot will not be evaluated further and the Bidder will be informed of their rejection from that Lot at this stage. For the avoidance of doubt, Bidders that fail one Lot will not automatically fail any other Lot for which they have tendered and Bidders that pass one Lot will not automatically pass any other Lot for which they have tendered. Each Lot will be evaluated separately.

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

## 10.2 STEP 2: EVALUATION OF TECHNICAL INFORMATION

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

### Lot 1

Criterion	Weighting
1. Repair Services	20.0%
2. Benefits to Customer	10.0%
3. Electronic Catalogue	5.0%
4. Booking Process and Logistics	5.0%

5. Loan Services	5.0%
6. Part Specification and Warranty	10.0%
7. Disposal	5.0%
8. Data Security	5.0%
9. Customer Service and Support	5.0%
<b>Total for technical criteria for Lot 1</b>	<b>70.0%</b>

**Lot 2**

<b>Criterion</b>	<b>Weighting</b>
1. Supply Services	20.0%
2. Benefits to Customer	10.0%
3. Electronic Catalogue	5.0%
4. Booking Process and Logistics	5.0%
5. Part Specification and Warranty	15.0%
6. Disposal	5.0%
7. Data Security	5.0%
8. Customer Service and Support	5.0%
<b>Total for technical criteria for Lot 2</b>	<b>70.0%</b>

**Lot 3**

<b>Criterion</b>	<b>Weighting</b>
1. Repair Services	15.0%
2. Supply Services	15.0%
3. Benefits to Customer	7.5%
4. Electronic Catalogue	5.0%
5. Booking Process and Logistics	2.5%
6. Loan Services	2.5%
7. Part Specification and Warranty	7.5%



8. Disposal	5.0%
9. Data Security	5.0%
10. Customer Service and Support	5.0%
<b>Total for technical criteria for Lot 3</b>	<b>70.0%</b>

10.2.2 Bidders are required to provide clearly labelled separate responses for each question listed within SCHEDULE D TECHNICAL SCHEDULE, for each Lot for which they are tendering. All questions are linked to the criteria listed above.

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

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

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



level of quality and/or deliverability that would clearly exceed the normal expectations of a reasonably well informed and normally diligent Contracting Authority.

- 10.2.5 The evaluation of technical information will be undertaken once and the resulting technical score for each Lot used in the calculation of the final score described in step 5 below.

### 10.3 STEP 3: COMMERCIAL EVALUATION

- 10.3.1 The commercial evaluation for each Lot will be based on prices for a hypothetical potential client requirements.
- 10.3.2 Bidders are required to provide prices for each of the requirements listed within SCHEDULE E COMMERCIAL SCHEDULE, for each Lot for which they are tendering. These prices will be used for evaluation purposes for award to the Framework Agreement only. Customers who want to call off contracts from the Framework Agreement will obtain up to date prices for their requirements from each Framework Supplier's online electronic catalogue at the time of call off contract.
- 10.3.3 For each Lot, a total price for all the requirements for that Lot will be used to evaluate the bid.
- 10.3.4 These will be evaluated using the process and weightings below.

**Lot 1 Total for Commercial Criteria = 20%**

**Lot 2 Total for Commercial Criteria = 20%**

**Lot 3 Total for Commercial Criteria = 20%**

- 10.3.5 These prices will be evaluated as follows:

For each Lot, the Bidder with the lowest total price to the client will receive the full commercial weighting for that Lot. Subsequent Tenders will gain a percentage of the commercial weighting for that criterion on a pro-rata basis from the top scoring price. This is calculated using the following formula:

$$\text{Commercial Criterion Score} = \text{Lot Commercial Weighting} \times \left( \frac{\text{Lowest Price}}{\text{Bidder Price}} \right)$$

where

Lowest Price = the lowest total price offered for the Lot.

Bidder Price = the total price offered by the Bidder for the Lot.

10.3.6 In accordance with Regulation 69 of the Public Contract Regulations, the Framework Manager may require Bidders to explain the price or costs proposed in their tender where tenders appear abnormally low in relation to the supplies or services. The Framework Manager may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

10.3.7 The evaluation of commercial information will be undertaken once and the resulting commercial score for each Lot will be used in the calculation of the final score described in step 5 below.

#### 10.4 STEP 4: SOCIAL VALUE EVALUATION

10.4.1 Applicants are required to provide a response for one question, for each lot for which they are bidding, found in SCHEDULE H – SOCIAL VALUE SCHEDULE. The questions are linked to the criteria listed below.

10.4.2 The Social Value response is worth 10% of the tender total.

10.4.3 Social value will be evaluated using the guidance and associated score below:

Rate	Qualifier	Interpretation
0	No Confidence	Does not meet the requirement and/or insufficient information provided to demonstrate how the Bidder will satisfy this requirement.
1	Serious concerns	The response generates serious concerns due to it either being poor in terms of how it is explained, or leaves important aspects out of how benefits will be delivered.
2	Concerns, Some Confidence	The response gives some confidence that the Bidder will support contracting authorities to meet the stated social value outcome aims but there are minor reservations about one or more aspects of the response.
3	Acceptable, Confident	A satisfactory response which addresses most points on how the Bidder will support contracting authorities to meet the stated social value outcome aims through contracts delivered under the framework agreement.
4	Exceptionally Confident	A detailed response providing an excellent explanation of how the Bidder will support contracting authorities to meet the stated social value outcome aims through contracts delivered under the framework agreement.

10.4.4 The evaluation of social value information will be undertaken once and the resulting social value score for each Lot will be used in the calculation of the final score described in step 5 below.

## 10.5 STEP 5: CALCULATION OF FINAL SCORES AND AWARD OF FRAMEWORK AGREEMENT

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

For each Lot:

$$\begin{aligned} & \text{Bidders weighted technical score} + \text{Bidders weighted commercial score} \\ & + \text{Bidders weighted social value score} = \text{Bidders Total Score (\%)} \end{aligned}$$

For example:

$$60\% + 15\% + 7.5\% = 82.5\%$$

10.5.2 The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates that all Bidders whose combined total score for a Lot meets or exceeds 60% (who have met the minimum requirements set out in this Invitation to Tender) will be awarded a place on that Lot of the proposed Framework Agreement to supply the services detailed within the specification at SCHEDULE A - Framework Agreement Specification.

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

## 11. CONDITIONS OF TENDER

### 11.1 Information and Confidentiality

11.1.1 This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any other persons other than the bidder, save for the purpose of:

- taking legal or other advice in connection with completing the ITT; and/or
- obtaining input from relevant organisations relevant to the Bidder's response to the ITT; and/or
- obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Framework Manager to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from the Framework Manager, the Bidder shall promptly provide evidence to Framework Manager that such undertakings have been provided to the Bidder.

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

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

11.1.4 Any notice to a 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.

11.1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the possible requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

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

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

11.2.2 The Framework Manager may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.

11.2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief

statement of reasons why such information should be so treated and for what time period.

11.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.

11.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked “confidential” or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking, and that the Framework Manager has the final decision regarding the disclosure of any such information in response to a Request for Information.

11.2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager may be obliged under the FOIA to disclose any information provided to it:

- Without consulting the Bidder; or
- Following consultation with the Bidder and having taken its views into account.

11.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the Framework Manager (at the Bidder’s expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.

11.2.8 Bidders should be aware of the Framework Manager’s obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.

The Framework Manager shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.

11.2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government's public sector purchasing transparency requirements and that the Framework Manager and/or its members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

### **11.3 Prices**

11.3.1 Prices in SCHEDULE E COMMERCIAL SCHEDULE must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.

11.3.2 Prices in SCHEDULE E COMMERCIAL SCHEDULE must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period will be rejected.

11.3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. References to standard inflationary indices are not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.

11.3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the Award notice, the Framework Manager reserves the right to terminate and re-advertise the Framework Agreement.

11.3.5 Prices submitted as part of SCHEDULE E COMMERCIAL SCHEDULE should be considered capped pricing and under no circumstances should prices for any call-off exceed the unit cost per good or service exceed this. Final prices may be below this cap based on a client's specific requirements.

### **11.4 Tender Documentation and Submission**

11.4.1 Tenders for all Lots, must be for the supply of the whole of the specification for that Lot, upon the Terms and Conditions of the Contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.

11.4.2 The services or goods offered should be strictly in accordance with the Specification of the appropriate Lot. Alternative services or goods may be offered but all differences between such services and the applicable Specification must be indicated in detail in your response to SCHEDULE D TECHNICAL SCHEDULE. Alternative services or goods offered may be rejected at the sole discretion of the Framework

Manager if they are substantially non-compliant with the Specification. If compliant, alternative services or goods offered will be evaluated strictly in accordance with the published award criteria. Alternative services and goods may be submitted only where a tender which is not a variant has also been submitted.

Tenders for each Lot must comprise of the following completed documents:

- the appropriately completed Prerequisites;
- the completed response to the Technical Schedule;
- the completed Commercial Schedule;
- the Form of Offer;
- the Certificate of Non-Canvassing;
- the completed response to the Social Value Schedule
- Any other documents requested, as appropriate to each Lot tendered.

11.4.3 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

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

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

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

11.4.6 Offers must be written in English and submitted via the Framework Manager's e-sourcing portal at [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk)

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



### 11.5 Framework Fees

#### 11.5.1 Why we charge our suppliers fees.

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

11.5.2 In any application of rebates and commissions, Bidders will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity. The Supplier will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly.

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

11.5.4 **Framework Award Fee:** There will be no Framework Agreement award fee.

11.5.5 **Annual Fee:** There will be no annual fee.

11.5.6 **Business success charge:** This will be 2.0% of the turnover of each call off Contract awarded under the Framework Agreement. The Business Success Charge will be paid by the Supplier to the Framework Manager for the duration of each call off contract. Call off contracts may exceed the Framework Agreement expiry date and in such cases the business success charges will continue to be paid until the call off contract expiry date.

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

11.6.1 Clinical table-top trials will be used to assess a product's quality against its described characteristics in the bidder's response documents as highlighted in the award sub-criteria. Table-top trials are intended to be used to assess products with minimum disruption to our clinicians and patients and as such will not be trialled in a live clinical environment. All bidders are required to submit any products related to this Tender as requested by the Authority within the timescales advised by the Authority. Failure to provide adequate trial material will result in receiving a Zero in the appropriate award section of the evaluation.



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

11.7.1 The attention of Bidders is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Bidder on the same terms and conditions. The above does not apply to the self-employed.

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

11.7.3 To assist in future processes the Framework Manager may seek workforce details from present supplier(s). The Framework Manager provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Bidders must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information will be supplied to Bidders on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Bidder's organisation, and to such extent, as is strictly necessary for the preparation of the tender; and that it is not used for any other purpose. By requesting this information from the Framework Manager a Bidder will be deemed to have agreed to abide by these obligations of confidentiality.

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

11.7.5 It is a further requirement that the successful Supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

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

**11.8 Contract Monitoring**

11.8.1 The Framework Manager is committed to helping improve the efficiency of contracted Suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the Supplier/s and formally documented. It is possible that measurement criteria will develop during the term of

the Framework Agreement - this will also be documented following agreement with the Supplier/s.

11.8.2 Monthly contract financial performance monitoring may be necessary to ensure that the correct rebate amount is payable. The Framework Manager reserves the right to request audit data from Participating Authorities to ensure management information is accurate. Failure by a Participating Authority to provide may result in the Framework Manager requesting volume supply information under the auspices of the Freedom of Information Act.

### **11.9 Canvassing**

11.9.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Framework Manager, or to any officer (or their partner) or employee (or their partner) of any Framework Manager member organisation or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

- directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or
- directly or indirectly attempts to contact any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or
- directly or indirectly attempts to influence any member, employee, agent or contractor of the Framework Manager concerning the conduct of the process leading to the award of the Framework Agreement or any subsequent Contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the MOI, SQ or ITT, whichever is applicable;
- directly or indirectly canvasses any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable);

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

### 11.10 Collusive Tendering

11.10.1 Any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including the ITT). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
- communicates to any person other than Framework Manager the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
- enters into any agreement or arrangement with any other potential Bidder that has the effect of prohibiting or excluding that potential Bidder from submitting a response to the ITT or as to the price to be included in any response to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the ITT or proposed response to the ITT;

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

### 11.11 Guarantees

11.11.1 If the successful Bidder is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Framework Manager within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Bidder of its obligations to the Contracting Authority

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

## **11.12 The Framework Agreement**

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

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

## **11.13 Disclaimer**

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

Neither the Framework Manager, or any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, any relevant organisation, Bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by the Framework Manager, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Framework Manager in relation to this procurement. No person has been authorised by the Framework Manager, or their advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this ITT or other pre-contract documentation.

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

In this paragraph, references to the ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Framework Manager or any of its advisers or consultants in connection with any other pre-contract documentation.

The Framework Manager reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the ITT bids, in respect of the procurement.

The Framework Manager shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

### **11.14 Bidder changes**

Bidders are subject to an ongoing obligation to notify the Framework Manager of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Framework Manager should be notified of any material change as soon as it becomes apparent.

Failure to notify the Framework Manager of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Framework Manager reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement

process. The Framework Manager may take into account whether such change is material to the delivery of the contract.

#### **11.15 Procurement Costs**

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. The Framework Manager will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Framework Manager will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

#### **11.16 Publicity**

No publicity regarding this procurement process or the award of any Framework Agreement or Contract will be permitted unless and until the Framework Manager has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to this ITT relating to this process, its contents, any ongoing dialogue between the Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of the Framework Manager.

#### **11.17 IPR**

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

#### **11.18 Law and Jurisdiction**

Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

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

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

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

**11.20 Contingency Plans & Business Continuity**

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

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

- 11.20.1 Fire at your premises
- 11.20.2 IT failure at your premises
- 11.20.3 Cyber attack
- 11.20.4 Industrial action by your staff
- 11.20.5 National industrial action (e.g. action affecting fuel distribution)
- 11.20.6 Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

**12. CALL OFF CONTRACT AWARD PROCESS**

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

**Lot 1: Repair of electronic devices**

**Lot 2: Supply of refurbished devices**



### **Lot 3: Complete Service – Repair of electronic devices and supply of refurbished devices**

The following sets out the process by which call off Contracts may be awarded for all Lots under the Framework Agreement by Client Organisations / Participating Authorities.

Under this Framework Agreement, each Supplier will maintain an online catalogue for each Lot and as such Participating Authorities can direct award a Call-Off Contract to the most economically advantageous offer per lot for their organisation.

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

1. develop a clear Statement of Requirements;
2. apply the Award Criteria to the technical responses and each supplier's catalogue of Goods and Services, for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution. The Participating Authority may vary the weighting of each criterion in line with the ranges shown. The Commercial criterion will be the price to meet the Participating Authority's requirement.

#### **Lot 1**

<b>Criterion</b>	<b>Weighting</b>
Technical - Repair Services	1-99%
Technical - Benefits to Customer	1-99%
Technical - Electronic Catalogue	1-99%
Technical - Booking Process and Logistics	1-99%
Technical - Loan Services	1-99%
Technical - Part Specification and Warranty	1-99%
Technical - Disposal	1-99%
Technical - Data Security	1-99%
Technical - Customer Service and Support	1-99%
Commercial	1-99%
Social Value (minimum 10%)	10-99%
<b>Total for Lot 1</b>	<b>100%</b>



**Lot 2**

<b>Criterion</b>	<b>Weighting</b>
Technical - Supply Services	1-99%
Technical - Benefits to Customer	1-99%
Technical - Electronic Catalogue	1-99%
Technical - Booking Process and Logistics	1-99%
Technical - Part Specification and Warranty	1-99%
Technical - Disposal	1-99%
Technical - Data Security	1-99%
Technical - Customer Service and Support	1-99%
Commercial	1-99%
Social Value (minimum 10%)	10-99%
<b>Total for Lot 2</b>	<b>100%</b>

**Lot 3**

<b>Criterion</b>	<b>Weighting</b>
Technical - Repair Services	1-99%
Technical - Supply Services	1-99%
Technical - Benefits to Customer	1-99%
Technical - Electronic Catalogue	1-99%
Technical - Booking Process and Logistics	1-99%
Technical - Loan Services	1-99%
Technical - Part Specification and Warranty	1-99%
Technical - Disposal	1-99%
Technical - Data Security	1-99%
Technical - Customer Service and Support	1-99%

Criterion	Weighting
Commercial	1-99%
Social Value (minimum 10%)	10-99%
<b>Total for Lot 3</b>	<b>100%</b>

3. keep an audit trail of pricing downloaded and extracted from Supplier's online catalogues;
4. request a unique reference number from the Framework Manager;
5. The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority can use to call-off the Goods and Services under this Framework Agreement. Participating Authorities attempting to engage a Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance; and
6. on the basis set out above, award the Call Off Contract with the successful Framework Supplier in accordance with the procedure below.
7. The Participating Authority shall publish the necessary award information on Contracts Finder.

## CALL OFF AWARD PROCEDURE

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

The Framework Agreement will run for an initial period of two years, with the option to extend for two further twelve month periods up to a maximum Framework Agreement duration of four years. Call off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

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

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

## RESPONSIBILITY FOR AWARDS

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

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

### 13. LIST OF SCHEDULES AND APPENDICES

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

		document	as part of their tender response
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APPEN DIX.	Title	Contents	Action
1	MI Reporting Template		For information.