# ICON HEADERS_ -19

**Invitation to Tender (ITT)**

**For the Provision of Arthroscopy Consumables**

**(Shavers, Fluid Management)**

**Tender Ref: DN385019**

**OJEU Ref: <INSERT>**

**Tender Response Date: 5th April 2019**

# Introduction

Following the completion of the Supplier Questionnaire (SQ) your organisation has been successful and is now invited to submit a tender.

As such Leeds Teaching Hospitals NHS Trust (“The Authority”) is issuing this Invitation to Tender (“ITT”) in connection with a competitive procurement as advertised on Due North on through the Closed Procedure.

Tenderers are invited to provide proposals for provision of Arthroscopy Fluid Management and Consumables .This document contains the materials The Authority will use to form the basis of any contract that may be awarded.

Further informaion around the exact requirements is contained in Section 3 of this document.

This Invitation to Tender document consists of:

#### Invitation to Tender:

Section 1 Instruction to Tenderers

Section 2 Evaluation Methodology and Criteria

Section 3 Specification

#### Schedules:

Schedule 1A: Quality Response Document

Schedule 1B: Pricing Response Document

Schedule 2: Form of Tender

Schedule 3: Confidential & Commercially Sensitive Information

Schedule 4: Canvassing Certificate

Schedule 5: Certificate of Non-Collusive Tendering

Schedule 6: Terms and Conditions of Contract

Schedule 7: Trust Procedures and policies

Schedule 8: Contact and Emergency Delivery Charges

Schedule 9: Declaration of Added Value Services

The Authority will be using its electronic tendering portal, Due North, to carry out the tender process.

**If there is an intention to tender, then the potential Tenderer should acknowledge the ITT (as quickly as possible) by sending a message via Due North (online messages). This is the sole responsibility of the Tenderer and ensures that future updates etc. can be provided in an effective and timely manner. Failure to acknowledge the ITT in this manner may lead to delays in receiving updated information and clarification updates.**

Any questions regarding this ITT must be sent to the Authority using the ‘Discussions; (Questions & Answers) dacility available on the Due North e-Tendering portal. All questions must be received by the deadline for questions is **19/02/2019** Telephone and direct email enquiries will not be accepted. The Authority will copy all answers to questions to all Tenderers via Due North and not respond to questions received after the deadline.

In the event that Tenderers are dissatisfied with the answer to their query, or should there be matters of principle unanswered, those matters should be referred to George Anderson, Head of Clinical Contracts by e-mail to: George.Anderson3@nhs.net

All tenders must be returned no later than the deadline for receipt of tenders **6th of Apirl 2019.**  and must be submitted via Due North. The Authority reserves the right to reject late Tenders.

#### Tenderer Check List

Tenderers may not alter any of the documents. Any modification which you think is necessary must be requested via the Due North system.

As part of the tender response, Tenderers must complete and return all relevant sections of the tender pack as follows:

1. **Schedule 1A: Mandatory Requirements Response Document**

Tenderers complete and return the mandatory requirements response document.

1. **Schedule 1B: Quality Response Document**

Tenderers complete and return the quality response document.

1. **Schedule 1C: Pricing Response Document**

Tenderers complete and return the pricing response document.

1. **Schedule 2: Form Of Tender**

Tenderers must sign and return the Form of Tender.

1. **Schedule 3: Confidential & Commercially Sensitive Information**

Tenderers must complete the Confidential and commercially sensitive

information if applicable.

1. **Schedule 4: Canvassing Certificate**

Tenderers must sign and return the Certificate.

1. **Schedule 5: Certificate of Non-Collusive Tendering**

Tenderers must sign and return the Certificate.

1. **Schedule 6: Terms & Conditions of Contract**

Tenderers must complete and return pages 1, 3 and 4

1. **Schedule 8: Contact and emergency delivery charges**

Tenderers must complete and return the schedule.

1. **Schedule 9: Declaration of Added Value Services**

Tenderers must complete and return the schedule.

# Section 1 - Instructions to Tenderers

## Tender documents

Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information the Authority has requested within the tender pack, the Authority may reject the tender as non-compliant.

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or our advisers, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisers incur in this process.

It should be noted that all Tenderers begin this phase of the procurement process on a level playing field whether incumbent or not, and regardless of the merits of responses to earlier requests for information and only the criteria outlined in this document will be used for decision-making.

All pages of the tender submission must be sequentially numbered (including any forms to be completed and returned).

All specifications, plans, drawings, samples and patterns and anything else that the Authority issues in connection with this ITT, remains the property of The Authority and are to be used solely for the purpose of tendering.

All responses will be treated as Commercial-in-Confidence.

The Authority reserves the right to not award a contract as a result of this process and no Tender will be deemed to have been accepted until the Tenderer has received a formal acceptance in writing. The Authority expressly reserves the right:

(i) Not to award any contract as a result of the current procurement process; and

(ii) To make any changes which it may see fit to the content or structure of the procurement process.

The Authority does not bind itself to accept the lowest or any bid and reserves the right to accept any bid in whole or in part.

The Authority will offer a debriefing to any unsuccessful Tenderer following completion of the procurement process to provide feedback on the reasons why their bid was not successful. The Authority reserves the right to control the format and content.

## Amendments to Tender Documentation and Termination

At any time prior to the deadline for receipt of questions, (that is a minimum of 4 days before the deadline for receipt of Tenders) the Authority may modify the tender documents by amendments in writing.

The Authority (at its sole discretion) may extend the deadline for receipt of Tenders.

The Authority reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a contract.

## Contract Term

The resultant contarct awarded following the conclusion of this procurement process will be for a period of 4 years with the option at the sole discrtion of the Authority to extend for a further 12 +12 months thereafter.

## Timetable

The timetable for this procurement follows (Table 1). This is intended as a guide and whilst the Authority does not intend to deviate from the timetable, it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Key Actions**  | **Dates**  |
| Invitation to Tender document issued | 29/01/2019 |
| Deadline for Clarification Questions  | 19/02/2019 |
| The Authority response to Clarification Questions | 13/03/2019 |
| **Tender return Deadline**  | **08/04/2019** |
| Notification to unsuccessful and preferred Tenderers | 12/05/2019 |
| Contract Award | 12/05/2019 |
| 10 day standstill period | 12/05/2019 - 21/05/2019 |
| Contract work starts | 29/05/2019 |

## Form of Tender

Schedule 2 (Form of Tender) should be returned with your tender submission.

The contractual form will be a combination of the following:

* Schedule 1A Mandatory Response Document
* Schedule 1B Quality Response Document
* Schedule 1C Pricing Response Document
* Schedule 3 Confidential Information
* Schedule 4 Canvassing Certificate
* Schedule 5 Certificate of Non-Collusive Tendering
* Schedule 6 Terms & Conditions of Contract
* Schedule 7 Trust Procedures and Policies

## Tender Information

The Authority acts in good faith at all times. However, Tenderers must satisfy themselves as to the accuracy of information the Authority provides. The Authority accepts no liability for any loss or damage of whatever kind or howsoever caused arising from Tenderers use of such information, unless such information has been supplied fraudulently by the Authority (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").

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

## Freedom of Information Act 2000

The Authority is subject to, and must comply, with the, Freedom of Information Act 2000 ("FOIA").

In accordance with the obligations and duties placed upon public authorities by the FOIA and the Environmental Information Regulations 2004 (“EIR”) the Authority may be required to disclose information submitted by the Tenderer.

In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

* Clearly identify such information as commercially sensitive;
* Explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
* Provide a reasoned estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

This information must be listed in Schedule 3, shown as either Confidential information or Commercially Sensitive information (please see the Conditions of Contract for definitions).

Where a Tenderer identifies information as commercially sensitive, the Authority will take those views into account. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may require disclosure of such information in accordance with the FOIA or the EIR. It is the sole responsibility of the Authority to decide whether the information might be exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

Where a Tenderer receives a request for information under the FOIA or the EIR connected to this procurement process, the Authority requires the Tenderer to consult it to establish if the request is for the Authority.

## Submission of Tenders

Tenderers must submit tender responses using Due North. Tenderers must ensure that they leave plenty of time to upload the tender response, particularly where there are large documents. It is important to note that the Authority retains the right to reject any tender that is submitted after the deadline for the receipt of tenders has passed.

**The deadline for receipt of tenders is 1200hrs on the 08/04/2019**

Tenderers are requested not to provide any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or Tenderers’ standard terms and conditions etc. Tenderers shall note and note well that any contract awarded under this procurement shall be on the Authority's terms and conditions of contract.

The Authority reserves the right to reject any tender if the Tenderer has failed to complete and return parts of the Form of Tender; or fails to provide the information requested in this Invitation to Tender; or the Tenderer has submitted any modification; or the Tenderer has submitted any qualifications to their tender.

The Authority reserve the right to require a Bidder to clarify any of the information provided in response to the ITT and this must be provided in writing within the timescale specified. A Bidder who fails to complete this ITT in full, fails to provide any of the documents requested and/or fails to provide any additional information in writing within the required timeframe may have their tender rejected.

## Modification and Withdrawal of Tenders

The Tenderer may modify their tender prior to the deadline for receipt of tenders. No tender may be modified after the deadline for receipt of tenders.

Tenders may be withdrawn at any time before the deadline for receipt of tenders. New tenders may be submitted up until the deadline for receipt of tenders.

The Tenderer may withdraw a tender after the deadline for receipt of tenders, providing such intention is notified to The Authority via Due North.

## Tender Qualifications

Tenders must not contain any qualifications to the Conditions of Contract. Tenders must be submitted strictly in accordance with the tender documentation. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.

Only tenders submitted without qualification, strictly in accordance with the tender documentation as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority’s decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration.

##  Notification of Award of Contract

This requirement falls within the full remit of the EC Directive there will be a minimum 10 calendar days Standstill Period, between communicating the contract award decision and the conclusion of the contract award.

Tenderers should note that, where the contract is placed under regulations pertaining to the General Procurement Agreement (GPA), the Authority might be required to publish a contract award notice (including the name and address of the successful Tenderer(s) in the Official Journal of the European Union and notify the same details to unsuccessful Tenderers). Acceptance of the contract in these circumstances is deemed to be formal authorisation to publish these details.

##  Price

The Authority is always looking for solutions that are both sustainable and offer value for money. Tenderers are always encouraged to offer discounts, efficiencies, value add and innovative and sustainable solutions within their tender response.

All prices submitted must be quoted in pounds sterling and exclusive of VAT with the price firm for the duration of the Contract and not be subject to any variation unless provided for in the Conditions of Contract.

The basis of the price should include all the costs outlined Schedule 1C - Pricing Response Document.

## Abnormally Low Bids

## In the event that any bid price is considered abnormally low, the provisions of Clause 56 (2) & 69 (5) of the Public Contracts Regulations 2015 will apply. In summary these require the Participating Organisations to invite the tenderer concerned to account for their tendered price, and having considered the explanation, to advise the tenderer whether or not their bid will remain in consideration. Any bid verified as abnormally low will be excluded before the above percentage calculations are carried out.

## Transparency

Tenderers should be aware that the Authority intends to publish the ITT and the Contract details when awarded on Contracts Finder as part of the government’s transparency initiative. Further information is available at: Transparency requirements for publishing on Contracts Finder.

# Section 2 - Evaluation Methodology & Criteria

This ITT has been developed to allow prospective bidders to be evaluated in relation to their organisational capability, relevant experience, technical capability and the ability to meet The Authorities requirements.

A common evaluation method will be used to compare the tenders. The Authority will evaluate tenders in three stages when considering the Tenderer to appoint:

**Stage 1: Mandatory requirements**

**Stage 2: Quality evaluation of Tenderer’s proposal**

**Stage 3: Price evaluation**

Success at each stage will determine a tender’s progress to the next stage. Tenders that do not meet the minimum requirements for each stage will not progress in the evaluation process, and that bid will be deemed unsuccessful.

At Stage 1, full compliance with the information request and requirements is necessary to progress to the next stage. These requirements are outlined in section Schedule 1A of this document.

At Stage 2, scores for the quality evaluation must reach a minimum threshold of 65% of the available quality points to progress to the final stage. These requirements are outlined in Schedule 1B of this document.

At Stage 3, a pricing evaluation will be undertaken and scored in acordance with the criteria outlined in this document. These requirements are outlined in Schedule 1C of this document.

Tenders that complete the evaluation process will be given a final score made up on a basis of: 65% Quality / 35% Price.

The tenders will be considered by an Evaluation Panel consisting of representatives from the Authority.

## Stage 1 – Mandatory Requirements

All Tenderers must complete the Mandatory Requirements in Schedule 1A of this document. Failure to provide the requested information or to meet any of the requiremets will result in a ‘fail’ mark, and that tender will be disqualified.

The Mandatory requirements are essential requirements and Tenderers responses will be assessed on the following basis.

The Mandatory requirements will be marked using the scoring mechanism below.

|  |  |
| --- | --- |
|  **Score**  | **Description** |
| Fail | (**Fails To Meet Requirements**): poor / incomplete response, with limited confidence of requirement(s) deliveryThe evidence offered suggests (as appropriate):* Serious gaps in necessary information;
* Limited understanding of the issues and requirements of the Framework Agreement; &/or
* Clear misunderstandings of the objectives.
 |
| Pass | (**Fully Meets Requirements**): reasonable response with confidence of majority of the requirement(s) being deliveredThe evidence offered suggests (as appropriate):* A reasonable level of detail with an understandings of the objectives; &/or
* A suitable, appropriate and fully worked-up methodological approach.
 |

Any Tenderers who fail to respond to or meet any of the Mandatory requirements may be disqualified.

## Stage 2 – Quality Evaluation

For tenders that progress through Stage 1, the Evaluation Panel will award marks against each of the individual quality criteria outlined in Schedule 1B of this document.

Quality accounts for 65% of the overall evaluation and the individual weightings for each of the quality elements is outlined in Schedule 1B of this document.

**Using the methodology shown below a total quality score of 360 points is available tenderers scores will be translated into a overall percentage score using the methdology outlined in this document**

Tenderers who fail to respond to any of the individual elements or scores Zero (Unsatisfactory) in any element may be rejected.

Each of the quality requirements carries a maximum score. Tenderer responses to the quality requirements will be marked using the scoring mechanism below.

|  |  |  |  |
| --- | --- | --- | --- |
| **SCORE** | **PERFORMANCE** | **JUDGEMENT** | **% Of Score Available** |
| 0 | Unsatisfactory | No or inadequate response that contains material omissions or provides no (or inadequate) supporting evidence / examples / information.The response gives no confidence that the Bidder has the capability, resource and experience to properly perform the contract. | 0% |
| 1 | Weak | Response inadequately addresses one or more key points and / or includes inadequate supporting evidence / examples / information.The response gives little confidence that the Bidder has the capability, resource and experience to properly perform the contract.  | 25% |
| 2 | Adequate | Response adequately addresses all key points and includes adequate supporting evidence / examples / information.The response gives a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract. | 50% |
| 3 | Good | Response addresses all key points well and includes good supporting evidence / examples / information. No significant weaknesses. The response gives confidence that the Bidder has the capability, resource and experience to properly perform the contract. | 75% |
| 4 | Excellent | Response addresses all points well and provides excellent supporting evidence / examples / information. The response gives a high degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract. | 100% |

An example of how each quality question will be scored is below:

***Question 1 max Score 10, Authority review = Good, Tenderer score = 7.5 (10 x 75%)***

***Question 2 max Score 35, Authority review = Adequate, Tenderer score = 17.5 (35 x 50%)***

***Question 3 max Score 20, Authority review = Excellent, Tenderer score = 20 (20 x 100%)***

Tenderers who fail to respond to any of the individual quality questions or scores Zero (Unsatisfactory) in any individual quality question may be rejected.

## Stage 3 – Pricing Evaluation

The pricing requirements are identified in Schedule 1C of this document. Tenderers must supply all the required pricing and information. Any Tenderer who fails to provide any element of the pricing schedule may be disqualified.

The cost/price evaluation shall be based upon the annualised value of the contract and accounts for 35% of the overall evalaution and the individual weightings for each of the pricing components is outlined in in Schedule 1C of this document.

All prices submitted must be in £ and exclusive of VAT and be fixed for the duration of the contract.

Price scores will be calculated by adding all the associated costs together to give a total cost over the project.

The financial criteria shall be assessed based on the price relatively compared to the lowest priced. The lowest priced compliant bid shall receive the full weighting and remaining bids will be scored based on their relative % increase in relation to the lowest bid. A worked example is shown later in this document.

**Evaluation Process**

Tenderer Responses will be evaluated individually and independently by each member of a pre-appointed Evaluation Panel based on the criteria set out above, and then as a group in order to arrive at a collective/consensus recommendation. Any percentages will be rounded to the nearerst whole number.

**A worked example of the evaluation scoring mechanism**

**Table 1 - Quality Assessment - 65% quality – Max Quality points = 360**

|  |  |  |
| --- | --- | --- |
| **Tender** | **Total Quality Score Achieved** **(from an available 1080 marks)** | **Marks Awarded** **(rounded to the nearest whole point)** |
| **A** | **360** | **100 (the highest quality score is converted to 100 and other scores are calculated pro-rata)** |
| **B** | **324** | **90 (324/%)** |
| **C** | **288** | **80 (288/1080%)** |

**Table 2 - Financial Assessment - 35% price**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender** | **Price Offered** | **Financial Mark Deduction (one mark deducted for each percentage point by which the total exceeds that of the lowest)** | **Marks Awarded** |
| **A** | **£91,494** | **09 (£91,494/£84,000% = 8.9% above the lowest price)** | **91** |
| **B** | **£94,800** | **13 (£94,800/£84,000% = 12.8% above the lowest price)** | **87** |
| **C** | **£84,000** | **0** | **100 (the lowest price offered is converted to 100)** |

**Table 3 - Overall Assessment – on an 65% quality and 35% price ratio**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** |
| **Tender** | **Quality Mark (see Table 1)** | **65% of column 2** | **Finance Bid** | **Financial Mark****(see Table 2)** | **35% of column 5** | **Aggregate Mark (3+6)** |
| **A** | **100** | **65** | **£91,494** | **91** | **9.4** | **74.4** |
| **B** | **90** | **58.5** | **£94,800** | **87** | **9.1** | **67.6** |
| **C** | **80** | **52** | **£84,000** | **100** | **35** | **87** |

In the above example, Tender A, who scores the most points overall will be deemed to be the Provider who has offered the most economically advantageous tender.

## Bid Clarification

The Tenderer may be required to clarify elements of its submission. Tenderers are required to respond to requests for clarification within **3 working days** via the E- tendering portal.

If in the opinion of The Authority the Tenderer fails to provide an adequate response to one or more points of clarification the Tenderer may be excluded from progressing further in the process.

## Presentations / Clarification Meetings

Some (or all) of the Tenderers (limited to a maximum of the 3 highest scoring bidders in terms of the qualty and price evaluation) may be asked to undertake an interview or presentation to the Evaluation Panel, i.e. evidence may be sought that tenders are both sustainable and affordable. Failure to provide satisfactory evidence to support this may result in the highest scoring tender being rejected.

**There are no additional marks available for presentations/clarification Meetings, however tender scores may be moderated downwards if the Evaluation Panel feel that the tenderer has not provided sufficient evidence to support their written tender.** **No increases in scoring will be permitted.**

# Section 3 - Specification of Requirements

**SCHEDULE 1A - MANDATORY REQUIREMENTS RESPONSE DOCUMENT**

|  |
| --- |
| **Compliance with Term - Ability to meet E-Enablement requirements - barcodes****Scoring mechanism:** pass/fail |
| Barcodes - Any successful Contractors will need to be able to meet the Department of Health standard requirements as outlined in the NHS eProcurement Strategy within 6 months of the contract award. Tendered must provide details of the implementation period.**Please advise whether your products are already provided with a Global Trade Identification Numbers ( GTIN ) either as an Application Identifier (01) and the GTIN ( Global Trade item Number ) 14 digits or a two dimensional barcode identifying the product code, lot number and sterilisation expiry date. The barcode must be on both the outer box and on the individual sterile package.** **As in 8.5 Specification of requirements****Yes/No \* ( Please delete as appropriate )****If no please confirm, in the space below, that you will be able to meet this requirement within the required timeframe.** |
| Please enter your answer here |

|  |
| --- |
| **Compliance with Terms - Ability to meet E-Enablement requirements -GHX**Scoring mechanism: pass/fail |
| **Any successful Contractors not currently members of GHX Consortium will need to join the scheme upon contract award and be able to meet all of the E-Enablement requirements within 6 months of the contract award. Tenderers must provide details of the implementation period.** |
| Please enter your answer here |

**SCHEDULE 1B - QUALITY RESPONSE DOCUMENT**

|  |
| --- |
| **1B.1 - Clinical Acceptability:****Please provide full product information and clinical evidence as detailed below:**Scoring mechanism: 0 - 4Weighting/Max Score: 100 |
| Please enter the following information:-Product literature and information for all products on offer. Information is especially sought on the containment of the Graft and its Efficacy. Date of product launch (per product if you are offering multiple products).1. Clinical evidence to date, with a minimum of one year’s evidence being required in a significant proportion of patients, with regard to the number of implants completed, efficacy together with formal registry data describing outcomes in patients, preferably over 5000 patients worldwide, with acceptable clinical outcomes demonstrated.
2. Details on known allergic reactions, and the frequency of such reactions
 |
| Please enter your answer here |

|  |
| --- |
| **1B.2 - Training and On-going Support**Scoring mechanism: 0 - 4Weighting/Max Score: 50 |
| Please give details of all the training and ongoing support which will be made available to the Trust. We are particularly looking for training on handling properties and details of the support available should implantation issues arise. Please also give details on any Training Days / Workshops which may be on offer to the Trust. |
| Please enter your answer here |

|  |
| --- |
| **1B.3 - Delivery and Availability of Consignment Stock**Scoring mechanism: 0 - 4Weighting/Max Score: 100 |
| Please give details on all the delivery options available to the Trust including details on Consignment Stock and how this would be implemented and managed going forward.  |
| Please enter your answer here |

|  |
| --- |
| **1B.4 - Compliance with Terms**Scoring mechanism: 0 - 4Weighting/Max Score: 50 |
| The Contract price must apply to all new products introduced within a category and which are clinically acceptable during the Contract period, unless the price is lower. **Tenderers must clearly confirm acceptance of this clause in their tender submission. Failure to comply with this clause may result in the disqualification of your offer.** |
| Please enter your confirmation here |

|  |
| --- |
| **1B..5 - Compliance with Terms**Scoring mechanism: 0 - 4Weighting/Max Score: 20 |
| New Technology Clause - The contract price must apply to all new products introduced within a category and which are clinically acceptable during the contract period, unless the price is lower. **Tenderers must clearly confirm acceptance of this clause in their tender submission. Failure to comply with this clause may result in the disqualification of your offer.** |
| Please enter your confirmation here |

|  |
| --- |
| **1B..6 - Compliance with Terms**Scoring mechanism: 0 - 4Weighting/Max Score: 20 |
| For purchased stock, the successful Contractor must ensure that all items delivered have a minimum period of two years prior to the sterilisation expiry date, **Tenderers must clearly confirm acceptance of this clause in their tender submission. Failure to comply with this clause may result in the disqualification of your offer.** |
| Please enter your confirmation here |

|  |
| --- |
| **1B.7 - Compliance with Terms**Scoring mechanism: 0 - 4Weighting/Max Score: 20 |
| For consignment stock, should any product reach the end of its sterilisation expiry date, the contractor is required to replace the inventory free of charge. **Tenderers must clearly confirm acceptance of this clause in their tender submission. Failure to comply with this clause may result in the disqualification of your offer.** |
| Please enter your confirmation here |

|  |
| --- |
| **1B.8 - Information Only , This question will not be scored** |
| Please advise any specifically required storage conditions for any of the products. |
| Please enter your response here |

**SCHEDULE 1C - PRICING RESPONSE DOCUMENT**

See attached documentation



This schedule will be part of the price evaluation

**SCHEDULE 2 – FORM OF TENDER**

Having examined the proposed Contract comprising of this ITT and the associated Schedules and Annexes, as enclosed in the ITT response dated ….………………. we do hereby offer to enter into a contract with the Authority on the terms and conditions in the said ITT.

We undertake to keep the tender open for acceptance by The Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

* Collude with any third party to fix the price of any number of tenders for this Contract;
* Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above;
* Canvass any member, employee, agent or contractor of The Authority in connection with the award of the contract for the Deliverables or any other proposed contract for the Deliverables and that no person employed by us or acting on our behalf has done any such act.

Unless and until the Tenderer and The Authority have executed a formal agreement, The Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

|  |  |
| --- | --- |
| Signed: | Signed: |
| Position: | Position: |
| For and on behalf of: | For and on behalf of: |
| Dated: | Dated: |

By completing this Declaration and submitting your tender you have agreed that the statements in this Form of Tender are correct.

**SCHEDULE 3 – CONFIDENTIAL INFORMATION**

As stated in section 1 of this ITT document Tenderers should outline in the table below information they deem to be either Confidential information or Commercially Sensitive information:

|  |  |
| --- | --- |
| **Subject Information** | **Status (Confidential Information of Commercially Sensitive** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**SCHEDULE 4 – CANVASSING CERTIFICATE**

We hereby certify that we have not canvassed any member, employee, agent or contractor of The Authority in connection with the award of the contract for the Deliverables or any other proposed contract for the Deliverables and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in the future canvass or solicit any member, employee, agent or contactor of The Authority in connection with the award of the contract for the Deliverables or any proposed contract for the Deliverables and that no person employed by us or acting on my/our behalf will do any such act.

|  |  |
| --- | --- |
| Signed: | Signed: |
| Position: | Position: |
| For and on behalf of: | For and on behalf of: |
| Dated: | Dated: |

**SCHEDULE 5 – CERTIFICATE OF NON-COLLUSIVE TENDERING**

The essence of the tendering process is that The Authority shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide tender and we have not;

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made; or
2. informed any other person, other than the person calling for this tender, of the amount or the approximate amount of our tender except where the disclosure, in confidence, of the approximate amount of our tender was necessary to obtain quotations necessary for the preparation of our tender, for insurance purposes, for performance bonds and/or parent company guarantees or for professional advice required for the preparation of our tender; or
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) above or to inform us of the amount or the approximate amount of any rival tender for the Deliverables; or
4. committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
5. offered or agreed to 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 in relation to any other tender or proposed tender for the Deliverables any act or omission; or

6. canvassed any person referred to in paragraph 1 above in connection with the Deliverables.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 6 above before the hour and date specified for the return of the tender nor shall we do so:

1. before the contract award is announced; or

2. in the event of our tender being accepted or our being appointed preferred bidder, prior to completion of a contract between us and the Authority.

In this certificate, the word “person” includes any person, body or association, corporate or unincorporated and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

We acknowledge that if we have acted or act in contravention of this Certificate of Non-Collusive Tendering then The Authority shall be entitled to reject our tender, or after award of any contract pursuant to this process that contract may be rescinded, and that if such rejection or rescission occurs we will indemnify The Authority against all loss and expense arising out of or in connection with such rejection or rescission.

|  |  |
| --- | --- |
| Signed: | Signed: |
| Position: | Position: |
| For and on behalf of: | For and on behalf of: |
| Dated: | Dated: |

SCHEDULE 6 – TERMS & CONDITIONS OF CONTRACT

See attached documents:



SCHEDULE 7 – TRUST PROCEDURES AND POLICIES

See attached documents:



SCHEDULE 8 – CONTACT AND EMERGENCY DELIVERY CHARGES

See attached document:



This schedule is for information only and will not be evaluated.

SCHEDULE 9 – DECLARATION OF ADDED VALUE SERVICES

See attached document:



This schedule is for information only and will not be evaluated as any added value services will be a solus agreement.