

Procurement for the Wheelchair Repair & Maintenance Service for NHS Herefordshire

V2.0 2 NOVEMBER 2011

Memorandum of Information (MOI)
Reference: H27961

1 PURPOSE OF THIS DOCUMENT

1.1.1 This Memorandum of Information (**MOI**) provides an overview of the Wheelchair Repair and Maintenance Service

1.1.2 The purpose of this MOI is to provide potential bidders with sufficient information to enable them to make an informed decision about whether they wish to submit a response to the Invitation to Tender (ITT).

1.2 Organisation of this MOI

This MOI is organised into the following sections:

Section 1: Purpose and Next Steps for Bidders

Detailing the purpose and organisation of the MOI and the next steps for bidders.

Section 2: Introduction and Overview

Detailing the background and objectives of the procurement.

Section 3: Procurement Process Overview

Detailing the steps involved in procurement.

Section 4: Commercial Framework

Detailing the key commercial terms and other legal and contractual arrangements for the procurement.

Section 5: Governance and Administration

Detailing key governance and administration requirements of the procurement.

1.3 Next Steps for Bidders

1.3.1 Interested parties wishing to participate in this procurement exercise **must access the Invitation to Tender (ITT) and submit a tender response**, via Bravo (the e-procurement system to be used for this procurement), by using the hyperlink <https://hcs.bravosolution.co.uk>

1.3.2 Tenders are welcomed from a consortium with or without sub-contractors. Please note that where a tender is from a consortium, a lead organisation (which will be responsible for administration of the contract and in which regard shall also act as the central point for payment purposes), must be nominated. The full names, designations, and current addresses of all members of the consortium and the lead organisation will require to be submitted. In addition, the contract and ancillary documentation will be entered into with all members of the consortium, who will in these circumstances each be required to execute the contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. Aside from this, it will

otherwise be for the members of the consortium to sort out their respective liabilities amongst each other.

1.3.3 Completed tender responses must be submitted **by 1700hrs on 29 December 2011**.

1.3.4 The Authority (NHS Herefordshire) will not consider any bidder who does not meet the deadline.

2 INTRODUCTION AND OVERVIEW

2.1 **Background to the Project**

2.1.1 The Authority wishes to receive tender responses from suitably qualified and experienced providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to provide the services outlined below.

2.1.2 A map highlighting the geographical area of responsibility of the Authority is below:-



Herefordshire
maps.doc.docx

2.1.3 The Authority operates a Wheelchair Service to provide wheelchair services to children and adults who are registered with a Herefordshire GP. This includes service users whose normal place of residence is within the geographical boundaries of the county of Herefordshire and those in neighbouring counties. Temporary resident service users are also entitled to access Repair Service only.

The Authority requires a contractor to deliver the following services:

- delivery & collection service
- storage & stockholding service
- repair service
- modification service
- decontamination service
- reconditioning service
- planned preventative maintenance service (powered wheelchairs & power packs only)

The contractor must deliver the contract in accordance with **the Medical Devices Agency Controls Assurance Standard April 2008 (MDA-CAS)**. To deliver the service, the contractor may be required to access and manage the secure handling of service users' keys.

2.2 **Objectives of the Procurement**

- a fit for purpose service with a continuous improvement system in operation;
- value for money;
- addressing service user and carer feedback;
- ensuring information governance is maintained especially in relation to patient identifiable information;
- improving data recording, ICT and contract management; and
- demonstrating adherence to the Government's sustainability, equality, and transparency agendas

3 PROCUREMENT PROCESS – OVERVIEW

3.1 Procurement Timeline


The key timelines for the procurement are set out in the table below. It should be noted that the dates are anticipated dates at the time of issuing this MOI and may be subject to change.

Event	Date
Contract Notice, Adverts, MOI and Tender published and available to Bidders	By 7 November 2011
Period for Bidder ITT Clarification Questions	7 November - 16 December 2011
Deadline for Receipt of Tenders	1700 on 29 December 2011
Evaluation & Clarification Stage including Bidder Presentation	30 December 2011 - 16 January 2012
Bidder Presentations	Invitations issued 9 January 2012, presentations to be held 13 January 2012
Evaluation Stage Complete & Preferred Bidder/Reserve Bidder Determined	16 January 2012
Notification of Contract Decision to Bidders inc Debriefing	By 20 January 2012
Standstill Period	23 January - 1 February 2012
Transition Period	2 February - 31 March 2012
Contract Signed	By 31 March 2012
Contract Start	1 April 2012

3.2 Tender Evaluation

3.2.1 The aim of the evaluation is to select the bidder which represents the best long term value for money. Tender selection will be based on the **Most Economically Advantageous Tender (MEAT)** .

3.2.2 The Price Quality Ratio (PQR) for this procurement is **45:55%**. Bidders must meet the Minimum Standards detailed below. Failure to meet the Minimum Standards will result in disqualification and no further evaluation will be undertaken. In respect of Regulation 23 of the Public Contracts Regulation 2006, the Authority may treat a bidder as ineligible or decide not to select a bidder on one or more of the grounds detailed the Regulation. Bidders that meet the Minimum Standards and Regulation 23 requirements will then be evaluated by scoring against the award & sub-criteria and weightings set out in the ITT.

Minimum Standards	
<p>The Financial and Economic Standing Minimum Standards in line with the Analysis of Financial Standing Procedure</p>  <p>Analysis of Financial Standing Procedure v</p>	PASS/FAIL
<p>Compliance with The Medical Devices Agency Controls Assurance Standard April 2008 (MDA-CAS)</p>	PASS/FAIL

Where sections are scored, the scores awarded to each question will be added together, converted to a percentage of the total marks available and the weighting for each section applied. Each weighted section score will then be added together to give a total tender. The bidder with the highest combined score will be awarded the contract. Section 6 of the ITT provides further details on the tender evaluation process.

3.3 Invitation to Tender

The detailed requirements of the ITT, the information required from bidders and the timescales for submission of bids are included in the ITT.

The tender process will be run utilising the Healthcare Commissioning Services' (HCS) electronic tendering system run by Bravo Solutions (Bravo System). The ITT is constructed of three envelopes or questionnaires and various attachments which includes this MOI. The three envelopes are:

- **Qualification Envelope** - this contains guidance notes and other information concerning the ITT;
- **Technical Envelope** - this contains the questions which bidders are required to respond to. These questions contain a mixture of text based questions and attachment questions which bidders respond to;
- **Commercial Envelope** - this is where the bid prices and supporting price breakdown are entered. The pricing schedule attachment will need to be completed and returned with your bid through Bravo.

3.4 Contract Award

Based on the outcome of the ITT evaluation, a preferred bidder will be determined, and at the Authority's discretion, a reserve bidder may also be determined. Recommendations will be made for contract award. Following approval of the award decision, a 10 day Standstill Period will apply, after which (if satisfactorily concluded), the Authority and the preferred bidder may enter into the contract.

3.5 Transition Period & Service Commencement

Following conclusion of the Standstill Period, the Authority and the preferred bidder will work together to agree the wording and signature of the contract, and the preferred bidder will undertake their Transition Plan; all to be completed prior to Commencement Date on 1 April 2012.

4. COMMERCIAL FRAMEWORK

4.1 **Contract**

4.1.1 The contract to be entered into by the Authority and the preferred bidder will be the NHS Conditions of Contract for the Supply of Services and the Supplementary Conditions of Contract (Section 4 of the ITT).

4.1.2 Each contract will be separate to and independent of any existing contract currently in place between the preferred bidder and the Authority.

4.2 **Contract Duration**

The contract will be for a term of 3 years with the possibility of extending the term by two 1 year periods beyond the initial contracted duration by mutual agreement.

4.3 **Currency & Payment**

Bids will only be accepted in Pounds Sterling. Details of the payment mechanism are contained in the ITT.

4.4 **Workforce**

4.4.1 All staff delivering the service to service users must have Criminal Records Bureau Enhanced clearance prior to delivering Service under the contract. Inter alia, staff must have been trained in equality, data protection and confidentiality, safeguarding vulnerable adults and children, and key handling.

4.4.2 It is anticipated that TUPE may apply to two individuals. Details are included in the ITT.

4.5 **Insurance**

Insurance for this service are required as follows:-

Insurance Type	Level Required (£)
Loss & damage to stock (refer to Specification Section 3.1.4 in the ITT)	As required
Public Liability	£5m minimum
Employer's Liability	As required

5 GOVERNANCE AND ADMINISTRATION

5.1. Procurement Costs

Each bidder will be responsible for its own costs incurred throughout each stage of the procurement process. Neither the Authority nor any of its advisers, the Strategic Health Authority, the NHS, nor the Department of Health will be responsible for any costs incurred by the bidder or any other person through this process.

5.2 Consultation

The Authority will lead on all local stakeholder engagement issues (where relevant to the procurement process).

5.3 The Public Contract Regulations 2006

The service to which this MOI relates fall within Part A of Schedule 3 of the Public Contracts Regulations 2006.

5.4 Conflicts of Interest

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

Bidders must notify the Authority of any actual or potential conflicts of interest in their tender response. If the bidder becomes aware of an actual or potential conflict of interest following submission of the tender it must immediately notify the Authority via the Bravo messaging system. Such notifications must provide details of the actual or potential conflict of interest.

If, following consultation with the bidder, such actual or potential conflict(s) are not resolved to the satisfaction of the Authority, then the Authority reserves the right to exclude at any time any bidder from the procurement process should any actual or potential conflict(s) of interest be found by the Authority to confer an unfair competitive advantage on one or more bidder(s), or otherwise to undermine a fair and competitive procurement process.

5.5 Non-Collusion and Canvassing

Each bidder must neither disclose to, nor discuss with any other bidder (whether directly or indirectly), any aspect of any response to the Authority's procurement exercise.

Each bidder must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an adviser to, either the NHS or the Department of Health in connection with the selection of bidders or the Contractor in relation to this (or any other) procurement.

5.6 Freedom of Information

The Authority is committed to open government and meeting its legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly,

any information created by or submitted to the Authority (including, but not limited to, the information contained in the MOI or ITT and the bids and clarification answers received from bidders) may need to be disclosed by the Authority in response to a request for information.

In making a submission or bid or corresponding with the Authority at any stage of the procurement, each bidder acknowledges and accepts that the Authority 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.

Bidders must clearly identify any information supplied in response to the ITT that they consider to be confidential or commercially sensitive in the table provided in the ITT.

Where it is considered that disclosing information in response to an FOIA request could cause a risk to the procurement process or prejudice the commercial interests of any bidder, the Authority may wish to withhold such information under the relevant FOIA exemption.

However, bidders should be aware that the Authority is responsible for determining at its absolute discretion whether the information requested falls within an exemption to disclosure, or whether it must be disclosed.

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

5.7 Transparency

The government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure intended to help achieve better value for money.

As part of the transparency agenda, the government has made the following commitments with regard to procurement and contracting:

- all new central government tender documents for contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge
- new items of central government spending over £25,000 to be published online from November 2010
- all new central government contracts to be published in full from January 2011.

The above rules apply to the NHS, therefore bidders should be aware that there is a requirement to publish the contract documents, which may include parts of or all

of the successful bidder's response and the contract price, following contract award.

5.8 Disclaimer

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

Neither the Authority 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 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. They must not, and are not entitled to, rely on any statement or representation made by the Authority, the NHS, the Dept of Health or any of their advisers.

This MOI is intended only as a preliminary background explanation of the Authority's activities and plans and is not intended to form the basis of any decision on the terms upon which the Authority will enter into any contractual relationship.

The Authority reserves the right to change the basis of, or the procedures (including the timetable) relating to the procurement, to reject any, or all, of the ITT submissions, not to invite a bidder to proceed further in the process, nor otherwise to negotiate with a bidder in respect of this procurement.

The Authority shall not be obliged to appoint any of the bidders and reserves the right not to proceed with this procurement, or any part thereof, at any time.

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

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