

INVITATION TO TENDER

**FOR THE PROVISION OF A MANAGED SERVICE CONTRACT
FOR PRIMARY HIGH-RISK HPV (HR-HPV) TESTING
AND CYTOLOGY-BASED TRIAGE**

File Ref: hr-HPV/2018

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SECTION 1

INTRODUCTION

The procurement, pursuant to which this invitation to tender (“**Invitation to Tender**” or “**ITT**”) is issued, for the award of a contract for the provision of a Managed Service Contract for Primary high-risk HPV (hr-HPV) Testing and Cytology-based Triage (collectively referred to as the “**Services**”) and is being undertaken by the Common Services Agency (more commonly known as National Services Scotland) (the “**Authority**”) on behalf of Greater Glasgow Health Board (more commonly known as NHS Greater Glasgow & Clyde) and Lanarkshire Health Board (more commonly known as NHS Lanarkshire) (each a “**Health Board**” and, collectively “**Health Boards**”). The Contract Notice submitted by the Authority to the Official Journal of the European Union (“**OJEU**”) in respect of this procurement appeared in OJEU on **18th September 2018** under reference **2018/S179-405692**. This Invitation to Tender shall be issued by the Authority to those parties who were selected to tender by the Authority pursuant to evaluation of responses to the European Standard Procurement Document (“**ESPD**”) issued by the Authority (“**Contractor**”).

Although the Authority is undertaking this procurement and shall make the award hereunder, it is intended that each of the Health Boards will enter individual contracts with the successful Contractor on the basis of the terms and conditions of contract contained in the Invitation to Tender.

This Procurement Exercise sets out the requirements for the implementation of primary high risk human papillomavirus (Hr-HPV) testing for Cytology based triage to a re-configured Scottish Cytology Screening Programme. The proposed pathway for primary screening has been agreed by a stakeholder group and follows closely that used in the English pilot of HPV primary screening.

The aims of the service are:

- Provide clinically effective screening services, maintaining high quality, performance and specificity to ensure effective detection of significant disease and retain public confidence in the programme, while mitigating the anticipated deterioration of the

sensitivity of cervical cytology.

- To improve the patient experience by introducing a testing method of a sensitivity and specificity that will produce results that better reflect patients' individual risk, will reduce reporting time and has the potential to be less intrusive and improve uptake.
- Building the new reconfigured service on successful existing IT processes, which will retain patient safety and ensure effective communication.

Any party which responds to this ITT is hereinafter referred to as a "Contractor".

It is intended an award will be made to one successful Contractor who will act in the role of prime Contractor for supply of all the Services to the Health Boards. This means that the successful Contractor shall assume full responsibility to the Health Boards for supply of all the required Services. The successful Contractor shall be solely responsible for effecting any sub-contracting or collaborative arrangements required with other suppliers to allow the successful Contractor to meet this commitment.

The operational and functional requirement for the Services is contained in Annex 1 to this Invitation to Tender ("**NHS Requirement**") and the terms and conditions of contract to apply to provision of the Services are contained in Annex 11 to this Invitation to Tender ("**the Contract**").

In this Invitation to Tender unless defined otherwise, defined terms shall have the same meaning as they are given in the Contract.

All references to Authority in this Invitation to Tender shall be construed to include reference to the Health Boards.

SECTION 2

DISCLAIMER

1. The information in this Invitation to Tender is provided for information only. No representation, warranty or undertaking, express or implied, is or will be made and the Authority shall have no responsibility or liability as to or in relation to the accuracy or completeness of this Invitation to Tender or any other written or oral information made available to any Contractor or their advisers. No information contained in this Invitation to Tender will form the basis of any warranty or representation made by or on behalf of the Authority to any Contractor.
2. No response made by or on behalf of the Authority to any response to this Invitation to Tender shall constitute an agreement or contract between the Authority and any Contractor unless expressly stated to that effect by the Authority.
3. All Contractors responding to this Invitation to Tender do so at their own cost and expense and no reimbursement shall be made by the Authority whether or not an award of contract is made.

SECTION 3

CONFIDENTIALITY AND FREEDOM OF INFORMATION

1. This Invitation to Tender and the information it contains is confidential. Information contained in this Invitation to Tender may be used only for the purposes of preparing and submitting a response to this document. Any unauthorised use by any Contractor of the information contained in this Invitation to Tender may lead to disqualification of that Contractor and may give rise to an action for breach of confidence.
2. This Invitation to Tender and its accompanying documents are and shall remain the property of the Authority and any party receiving a copy of the same will return them upon demand by the Authority.
3. Contractors must note that the Authority will apply the principles of the Freedom of Information (Scotland) Act 2002 (the “**Act**”) to all information provided by Contractors pursuant to this procurement process. All information provided by Contractors may, therefore, be made publicly available by the Authority at the end of the procurement process except such limited information as the Contractor considers, and the Authority agrees, is sensitive commercial information in respect of which there may be an adverse effect on the Contractor’s commercial position if disclosed. To avoid doubt, it is for the Authority in its sole discretion to determine whether or not any exemptions to disclosure under the Act may be applied. Examples where the Authority shall accept that confidentiality in terms of aforesaid is justified are trade secrets and sensitive personal information. Any information Contractors consider should be kept confidential on the basis set out above should be clearly identified as such in their Tender or such information should be detailed, together with the justification for withholding such information, by completing Annex 6 and returning it with their Tender.

SECTION 4

CONDITIONS OF TENDER

Conditions

1. These conditions relate to the Tender for supply of Services to the Authority.
2. Every Tender received by the Authority shall be deemed to have been made subject to these conditions unless the Authority shall previously have expressly agreed in writing to the contrary. Any alternative conditions offered on behalf of a Contractor shall be deemed to have been rejected by the Authority.

Canvassing

3. Any Contractor who directly or indirectly canvasses any official of the Authority concerning the award of the contract for the supply of Services or who directly or indirectly obtains or attempts to obtain information from any the Authority concerning any other Tender or proposed Tender for Services will be disqualified.

Collusive Tendering

4. Any Contractor who:
 - (a) fixes or adjusts the amount of this Tender by or in accordance with any agreement or arrangements with any other person; or
 - (b) communicates to any person other than the Authority the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
 - (c) enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - (d) 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 in relation to any other Tender or

proposed Tender for the Services;

shall without prejudice to any other civil remedies available to the Authority (and without prejudice to any criminal liability which such conduct by a Contractor may attract), be disqualified.

Tender Preparation

5. Tenders must be submitted in the format as detailed in Section 5. Any tender which does not accord with that format may be treated by the Authority as non compliant.

Acceptance

6. The Authority is not bound to accept the lowest or any Tender and the Authority shall be free to abandon the procurement pursuant to which this Invitation to Tender is issued at any time. In the event that the Authority abandons the procurement it shall not be liable for any costs incurred by Contractors.

Form of Contract

7. The successful Contractor will be required to enter into a formal contract in the form of and on the terms of the Contract contained in Annex 11 to this Invitation to Tender. Contractors must complete and return Annex 9 with their Tender detailing any proposed clarifications to the Contract which they wish the Authority to consider. The Authority will consider minor clarifications proposed by Contractors but will not be bound to accept any such clarifications. The Authority shall not accept substantial changes to the Contract.

Tender Due Diligence

- 8.1 Contractors must undertake such due diligence in relation to all the requirements of the Authority and all factors affecting delivery and receipt of the Services on the terms specified in this Invitation to Tender as they consider appropriate. Such due diligence should be completed by the date of the submission of their tender. The Authority shall facilitate due diligence by:-

- 8.1.1. allowing Contractors to visit the Health Board sites up to one week before the deadline specified for receipt of Tenders set out in Section 5, paragraph 3. Requests for site visits should be addressed to Alan Summers, Category Manager at alan.summers@nhs.net . No Contractors should make any attempt to otherwise arrange a site visit; and
- 8.1.2. including within the NHS Requirement (Appendix H) layout drawings for the Health Boards' Laboratory Sites.
- 8.1.3. allowing Contractors to make any requests for clarification or assistance on Tender completion up to five (5) days prior to the deadline for submission of Tenders Specified in Section 5, paragraph 3.
- 8.2 Questions, requests for clarification or interpretation should be submitted via the Public Contracts Scotland - Tender system which is being used by the Authority to undertake this procurement which allows use of an electronic bulletin board accessible by all Contractors. All Contractors should note that the Authority shall circulate questions and requests for clarification together with the Authority's responses thereto to all Contractors. Accordingly, Contractors should not provide any proprietary or otherwise confidential information in any questions or requests.

SECTION 5

TENDER SUBMISSIONS

Form of Tenders

1. This Section 5 prescribes the form and content for all Tenders submitted by Contractors. Contractors must structure their Tenders as required in this Section 5.

Contractors should submit responses to each section of the NHS Requirement which can be found in Annex 1 of this Invitation to Tender.

Despatch of Tenders

2. Contractors must upload their Tender to the Public Contracts Scotland - Tender website <https://www.publictendersscotland.publiccontractsscotland.gov.uk/web/login.html>

Tenders must be in Microsoft Word 2007, Microsoft Excel 2007 and PDF format. Submission of a Tender through the Public Contracts Scotland - Tender website is entirely at the Contractor's risk and the Authority accepts no responsibility for any Tender that fails to upload. If a Contractor experiences difficulties in using the Public Contracts Scotland - Tender website they should contact the website administrators in the first instance.

3. Tenders must be received by the Authority not later than Noon on **21st December 2018**. The Authority may, in its absolute discretion, extend the closing date and time specified above.

Requirements for Tenders

4. All Contractors must carefully consider the following provisions in drafting their Tenders and ensure their Tenders comply with the same.

(a) Offer of Tender contained in Annex 5. The offer of tender and accompanying documents must be fully completed in the prescribed form by the following people:-

- where the Contractor is a partnership by at least one of the partners who shall bind the firm;
 - where the Contractor is a company, by a director or company secretary of the company before a witness;
 - where the Contractor is a limited liability partnership, by a partner.
- (b) All Contractors **MUST** submit a bid responding to the NHS Requirement providing a description of the basis upon which their solution meets the particular requirement and how compliance is or will be achieved. The NHS Requirement outlines the categorisation of responses and all Contractors must respond to the NHS Requirement using the structure outline therein. The methodology and approach to the Authority's evaluation of responses to this Invitation to Tender is outlined in Section 6 and Annex 2 of this Invitation to Tender.
- (c) To avoid doubt, throughout the NHS Requirement, certain requirements are indicated by use of

"M" – Mandatory (pass/fail assessment)

"E" – Evaluated

"I" – Information

Where the Authority considers that any requirement indicated by use of "M" (Mandatory) cannot be met by a Contractor's Tender, it shall treat that Tender as non-compliant with the NHS Requirement and such Tender shall not be subject to further substantive evaluation. Where the Authority is satisfied that such requirements have been met it shall evaluate the tender.

Those requirements indicated by use of "E" (Evaluated) shall be scored 0, 1, 3 or 5 based on the meaning ascribed to such scores in Section 6 hereof.

Those requirements indicated by use of "I" (Information) will be reviewed and included in the Legal Agreement, but shall not be evaluated.

- (d) No variant bids may be submitted by Contractors.
- (e) As required in the NHS Requirement, all Contractors must demonstrate that their proposed Services solution will be accommodated within the available floor space as indicated in the Laboratory Floor Plans referenced within the NHS Requirement.
- (f) The basis upon which Contractors must provide pricing for supply of the Services is detailed in Annex 2 to this Invitation to Tender. All Contractors **MUST** complete Annex 1 proposing their various charges and attention is drawn to the provisions detailed in Annex 2 as to the basis upon which pricing is to be proposed.
- (g) The NHS Requirement contains a high level implementation plan which shows the timescales within which the Authority wishes the Services to be fully implemented and operational within the Health Board sites. The Authority will consider the timescales for implementation proposed by each Contractor when evaluating its implementation proposals. Each Contractor **MUST** set out its detailed proposals for implementation of the solution proposed by it. As well as submitting a detailed implementation plan Contractors must describe the implementation services which they will provide and propose the Acceptance Checklist which they consider should be applied. In this regard Contractors' attention is directed to Clause 4 and Schedule Part 6 of the Contract. When preparing their detailed implementation plan Contractors should note the terminology used in the Contract referring to the Implementation Plan and, in particular references to "**Planned Final Acceptance Date**", "**Key Milestones**" and "**Milestones**" and Contractors' detailed implementation plans should use the same terminology and identify the dates and stages in their plans which will constitute the Planned Final Acceptance Date, Key Milestones and Milestones.
- (h) All Tenders **MUST** be submitted on the basis of the Services being provided in accordance with the Service Levels and Service Deduction regime detailed in Schedule Part 11 of the Contract.

- (i) All Contractors must provide detailed information in response to the NHS Requirement in relation to any enabling works proposed and Contractors attention is directed to the various provisions in the Contract relating to Works.
- (j) All Contractors must submit an Equipment Refresh Programme compliant with Clause 24.1 of the Contract, with costing relating to the same provided as detailed in the Pricing Schedule in Annex 2.
- (k) All Contractors must complete and sign the Collusive tendering section and the Certificate of bona fide offer contained in Annex 3 and return these with their Tender.
- (l) All Contractors must complete and sign the Certificate as to Canvassing contained in Annex 4 and return this with their Tender.
- (m) All Contractors must detail any sub-contractors to be used in delivery of the Services, and give details of elements to be sub-contracted, by completing Annex 7. Once accepted by the Authority, such sub-contracting arrangements shall be detailed in the specification for the provision of the Services. No subsequent amendment to the sub-contracting arrangements shall be permitted without the written consent of the Authority. Contractors are advised to review the relevant provisions of the Contract in that regard.
- (n) All Contractors must complete Annex 8 to this Invitation to Tender listing any matters which they consider should be the responsibility of the Authority in relation to delivery and implementation of the Services and which they propose would be incumbent upon the Authority in relation to the Contractor's particular solution. If such responsibilities are agreed by the Authority, Schedule Part 10 of the Contract shall be completed to incorporate the same.
- (o) All Contractors must complete Annex 9 with clarifications, if any, which they propose to the Contract. Such clarifications shall be accepted or rejected at the sole discretion of the Authority provided always that no Tender will be accepted by

the Authority without the Authority first providing a response to any clarifications proposed and the Contractor confirming it wishes to proceed on the basis of that response. Contractors should note that any such clarifications should by their nature be minor and the Authority shall not agree substantial amendments to the terms of the Contract.

- (p) All Contractors should provide confirmation that, from the date of submission of the Contractor's European Single Procurement Document until the date of submission of its Tender, neither the Contractor nor its directors nor any other person who has powers of representation, decision or control has been convicted of any of the offences detailed in Regulation 58(1) or (3) of The Public Contracts (Scotland) Regulations 2015 ("**Regulations**") and that the grounds detailed in Regulation 58(4), (8), (9) and (10) of the Regulations do not apply to the Contractor. No Contractor shall be excluded where Regulation 58(5), 58(6), 58(7) or 58(14) apply.
- (q) All Tenders must be submitted on the basis that Contractors have had the opportunity to undertake site visits and have completed the extent of due diligence Contractors consider is required to allow Tenders to be submitted on the basis required in this Invitation to Tender. Contractors' attention is drawn to Clause 3 of the Contract.
- (r) All Contractors must complete Annex 10 providing information relating to their social and environmental initiatives or proposals with respect to:
 - (i) Any voluntary schemes adopted by Contractors for work in the community including:
 - (A) Healthy Lifestyles - Promoting healthy lifestyles; and
 - (B) Inclusion - Promoting the inclusion of people with disabilities which facilitate social inclusion and anti poverty action; and
 - (C) Supply Chain - Activities that support the development and capacity

of local suppliers, Small to Medium Size Enterprises both in terms of carrying out subcontract and supply of materials and the development of the supply base; and

- (D) Community enhancement - Activities that provide enhancement and improvements to the local communities' environment and economy; and
- (E) Staff Development - The development of the Suppliers/Contractors own staff or the Staff of the customer who is being served by the works; and
- (F) Education - Provision of educational opportunities as a result of the works at all levels of primary, secondary and tertiary education; and
- (G) Knowledge Spreading - Activities that share the knowledge of specialist suppliers in terms of development of local communities and assistance with local projects and activities.

(ii) The policy of Contractors in recycling of waste and equipment, including:

- (A) How Contractors will ensure that the appropriate level of packaging is used and, where applicable, packaging is made out of recyclable material which can then be further recycled; and
- (B) Whether the Equipment parts can be recycled and the use of virgin products is kept to a minimum which make up the final product; and

(iii) Contractors' approach to energy reduction in manufacturing of Equipment, including reducing the KgCO₂ equivalent produced in the manufacturing and assembly of the Equipment (raw constitute parts to final product).

The information provided by Contractors in response to the foregoing will be incorporated into Schedule Part 14 of the Contract entered into with the successful

Contractor.

Format of response

5. All Tenders must be provided in the format below:

Section 1 – Company Overview

Section 2 – Solution Overview

Section 3 – Response to the NHS Requirement (Annex 1 of the ITT)

Section 4 – Response to Pricing (Annex 1 of the ITT)

Section 5 – Completed responses to Annex 3-10 of the ITT)

Section 6 – Any other relevant information

Acceptance

6. All Tenders must be held open for acceptance for six (6) months from the deadline set out in this Invitation to Tender for receipt of Tenders.

Interpretation

7. Should any party be in doubt as to the interpretation or meaning of any part of this Invitation to Tender, they should submit their queries for clarification via the Public Contracts Scotland - Tender system which is being used by the Authority to undertake this procurement.

The Authority may, at its discretion, communicate any request for information and the response, in a suitable form made anonymous, to all Contractors.

Tender Submission

8. Tenders must be submitted to be received by the Authority by no later than noon on 21st December 2018 in accordance with paragraphs 2 and 3 above of this Section 5.

SECTION 6

TENDER EVALUATION

Evaluation Process

1. Timetable

The timetable for this procurement is as set out below. The Authority reserves the right to change this timetable provided changes will be notified to all Contractors.

Stage	Actual or Planned Date
Issue invitation to Tender (this includes the Contract)	21st November 2018
Receipt of Tenders	21st December 2018
Presentations from Contractors (if required)	Week commencing 21st January 2019
Advise Contractors of evaluation outcome (and commencement of standstill period)	30th January 2019
Letter of Award issued to successful Contractor	25th February 2019
Proposed date for Contract commencement	1st March 2019

2. Evaluation

Tenders will be evaluated against the criteria set out below. It is envisaged that evaluation will be undertaken as follows:-

- (a) evaluation of Tenders submitted; and
- (b) if the Authority considers necessary for the purposes of clarification of any aspects of any or all Tenders' evaluation, site visits (to see Contractors' solutions, or equipment similar thereto, in operation) and/or presentations by Contractors.

The Authority shall advise those Contractors invited to make presentations at the appropriate time regarding the structure and content required for such presentations.

If presentations are required these will be held during the week commencing **21st**

January 2019 and Contractors should ensure they are available during this period in the event they are invited to make a presentation of their Services solution. Such presentations will not be scored but will be used to assist and inform the evaluation of tenders submitted.

All Tenders submitted will be evaluated by a Tender Evaluation Panel comprising appropriate representatives from the Authority and the Health Boards. These individuals shall be suitably skilled and experienced to undertake the evaluation of relevant sections of each Tender. They represent a cross section from the Authority and, in particular, stakeholders in the project.

3. **Award Notification**

Following completion of evaluation of Tenders and expiry of the standstill period, assuming no representations are made during the said standstill period as a result of which the Authority determines an award shall not be made, the Authority may make an award of the Contract to the successful Contractor.

4. **Evaluation Criteria**

Although cost is important, the standard of the Services and whether they fulfil the NHS Requirement are important and accordingly the criteria which will be applied, together with their weightings to determine the most economically advantageous Tender shall be:

Table 1

CRITERIA		WEIGHTING
1.	Technical & Quality	70%
2.	Financial	30%

5. Key Evaluation Criteria

The 70% attributable to Technical & Quality shall be broken down against those categories detailed in the scoring matrix in Annex 1 of this Invitation to Tender (“**Scoring Matrix**”).

6. Evaluation of Technical & Quality

Subject to Section 5, paragraph 4(c) Contractors’ responses to the NHS Requirement shall be scored 0, 1, 3, or 5 with each of those scores having the meanings ascribed to them in Table 2 below except where otherwise specified in a section of the NHS Requirement or Scoring Matrix. Once scored, weightings shall be applied and final scores for each Lot calculated in accordance with the Scoring Matrix.

Table 2

Scoring Methodology

SCORE	MEANING
0	Unacceptable as determined by: • No response to the NHS requirement where there is a requirement to provide a response; or • A response which demonstrates a significant misunderstanding of the request for information in the NHS requirement; and/or • A response which does not meet the NHS Requirement even to a minimum extent.
1	Weak as determined by: • A response which meets certain aspects of the NHS requirement at least to a minimum extent but fails to meet the NHS requirement in other respects; and/or • Little evidence of ability to meet the NHS requirement has been provided in the response where requested in the NHS requirement.
3	Fair as determined by: • A response which meets the majority but not all aspects of the NHS requirement; and • Adequate and complete evidence of ability to meet the NHS requirement as indicated in the response has been provided where requested in the NHS requirement.
	Good as determined by:

5	• A response which meets all aspects of the NHS requirement; and • A response which is comprehensive, unambiguous and demonstrates a good understanding of the NHS requirement; and • Adequate and complete evidence of ability to meet the NHS requirement has been provided in the response where requested in the NHS requirement.
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In order to evaluate Tender responses equitably, Contractors are required to provide their answers immediately following each point within the NHS Requirement, to allow easy reference to the numbered points. Where a Contractor has been asked for information it should be given or an explanation provided for its exclusion.

All Tender responses concerning compliance with the NHS Requirement must be accompanied by evidence to demonstrate understanding of and confidence in the answers being given. Failure to provide this will result in lower scores.

Scoring of Technical & Quality

Where the NHS Requirement invites proposals from Contractors, each numbered section or sub-section of the NHS Requirement which is to be scored by the evaluation panel as detailed in Section 5, paragraph 4 (c) of this ITT will be scored.

Each element of the NHS Requirement marked “E” (for Evaluated) in the scoring matrix attached in Annex 1 will be scored by the evaluation panel by allocation of a score of 0, 1, 3 or 5. Table 2 illustrates the meaning of each score.

Each element will either be scored as a single question, or as a part of a whole section.

This is indicated in the Scoring Matrix by the weighting being listed in either the “Question Weighting” column for individual questions, or in the “Section Weighting” Column when a whole section is being evaluated against a single weighting.

For the purposes of calculating the score for each individual Question (e.g. A1.a, A1.b

and A1.c), the score allocated to each element of the NHS Requirement marked “E” individually will have the following formula applied:-

$$\frac{V}{W} \times Y = Z$$

Where:-

V = the score allocated to the individual element marked “E”;

W = the maximum score of 5 for the individual element marked “E”;

Y = the criteria weighting for the individual element marked “E”;

Z = the score for the individual element marked “E”.

For the purposes of calculating the score for each Section of Questions (e.g. A7 a to i), the scores allocated to each element of the NHS Requirement marked “E” within such section shall be totalled and the following formula applied:-

$$\frac{A}{B} \times C = D$$

Where:-

A = the total of the scores allocated to all elements of the section marked “E”;

B = the maximum score of 5 for each element of the section marked “E” multiplied by the number of such elements in the section;

C = the criteria weighting for the section;

D = the score for the section.

The weighted totals shall then be added together to give a total weighted score for Technical & Quality.

Evaluation of Cost

7. For the purposes of evaluation, the total cost for the maximum term of the Contract

submitted by Contractors in the said Pricing Schedule will be used. A total contract price (“**TCP**”) shall be calculated by the Authority.

Annex 2 to this Invitation to Tender details the basis upon which prices are to be submitted by Contractors and identifies the three (3) elements of the Unitary Charge, namely:-

- Fixed Charges (which relate to costs associated with any Equipment, IT Equipment, Remedial and Enabling Works and Management Fee);
- Semi Fixed Charges (which relate to Maintenance, Training & User Groups, Transport and Waste Uplift/Disposal costs); and
- Annual Variable Costs (which relate to costs associated with consumables/reagents for both HPV and Cytology tests)

The TCP shall be:

- The total of:
 - The Fixed Charges payable for each year of the maximum Term;
 - The Semi-Fixed Charges payable for each year of the maximum Term; and
 - The Annual Variable Costs payable for each year of the maximum Term. The Annual Variable Costs will be based on the Forecast Annual Volumes detailed in the Pricing Schedule of this Invitation to Tender.

8. The TCP will be scored on the following basis:

The lowest TCP (“**TCP**”) will be awarded 30 points and other TCPs will be scored using the formula:-

$$X = \frac{Y}{Z} \times 30$$

Where:

X = the weighted score for Cost;

Y = the Lowest Total Contract Price.

Z = the Total Contract Price for the Contractor

30 = the weighting applicable to cost.

9. The weighted score for the response to Technical & Quality will then be added to the weighted score for Cost to give the final weighted score for the Tender.

ANNEX 1

NHS REQUIREMENT, PRICING SCHEDULE, THE SCORING MATRIX

NHS REQUIREMENT INSTRUCTION

The documents outlining the NHS Requirement are attached within the electronic tender on Public Contracts Scotland – Tender as separate documents.

Hr-HPV Procurement Managed Service Specification November 2018.docx (NHS Requirement)

Hr-HPV Pricing Schedule Financial Model.xlsx

Hr-HPV Evaluation Scoring Matrix.xlsx

Contractors should respond to the NHS Requirement within these documents as set out in Section 5.

PRICING SCHEDULE INSTRUCTIONS

1. OVERVIEW

A Pricing Schedule Template has been produced and must be used in response to this ITT document. The output from the Pricing Schedule submitted will be used to evaluate Total Contract Price and therefore all worksheets should be completed or annotated with a nil response as appropriate.

Bids should be submitted in excel and pdf format.

The Pricing Schedule captures the relevant cashflows over the life of the contract with separate worksheets for each component of the Service. The prices included must be consistent with the Pricing Requirements set out in Annexe 2 (of this ITT document). The Pricing Schedule assumptions that should be used are set out in section 3 below. The Evaluation of Cost will be based on the Total Contract Price calculated by the Authority using the relevant cash flows presented in the response to the ITT Pricing Schedule.

2. PRICING SCHEDULE ASSUMPTIONS

The following assumptions must be applied by the Contractor, where appropriate, when completing the Pricing Schedule:

- The Annual Volume to be considered for Pricing is as outlined in Worksheet “4.1 Variable Costs Totals” within the Pricing Schedule, which details the forecast volumes for both the HPV and Cytology requirements.

3. GUIDANCE ON INDIVIDUAL WORKSHEETS

The following provides guidance on the completion of individual work sheets within the Pricing Schedule.

The Costs to be included in the Unitary Charge are as detailed in Schedule Part 3 Paragraph 5 of the Contract

Each sheet must be headed with the Contractors Name.

Worksheet Name	Overview	Instruction
<u>1.1 Summary by Cost Category</u>	This pricing schedule worksheet summarises the bid total cost, capturing all costs as defined in Annexe 2 of this ITT for the maximum duration of the contract	This pricing schedule worksheet summarises the bid to give a total contract price. It will automatically be populated with the unitary charge totals from worksheets 2.1-4.1. Contractors MUST include in the appropriate worksheet all fixed charges, semi-fixed charges and Variable Costs associated with each year of the contract. Other costs associated with the bid should be shown and appropriately annotated with an appropriate description. Use item "10. Other Costs".
<u>2.1 Fixed Costs - Equipment</u>	This pricing schedule worksheet reflects the costs associated with non IT equipment per system	This pricing schedule worksheet should be populated, per system, with the capital cost (base price), expected asset life, expected residual value of the asset at the end of the Term, the cost of financing applied and the unitary charge cashflows associated with non IT equipment per system. The Authority will use the capital cost, expected asset life and expected residual value in evaluating the leases embedded in the Service contract associated with this equipment and therefore the data provided must be robust.
<u>2.1.1 Fixed Equipment-Add Info</u>	The Authority requires additional information in relation to the profile of refresh of equipment.	This pricing schedule worksheet should be consistent with schedule 2.1 and populated, per system, with the capital cost (base price) and expected asset life. Each year should be populated with the anticipated equipment purchase, per system in that year and consistent with the refresh programme set out in the bid. The

		price should be appropriately indexed.
<u>2.2 Fixed Costs - IT</u>	This pricing schedule worksheet reflects the costs associated with IT equipment per system.	Contractors MUST complete this worksheet to include all items of IT equipment, including Middleware, proposed as part of the Solution. This pricing schedule worksheet should be populated with the capital cost (base price), expected asset life, expected residual value at the end of the Term, cost of financing and unitary charge cashflows associated with IT equipment per system. The Authority will use the capital cost, expected asset life and expected residual value in evaluating the lease embedded in the managed service contract associated with this equipment and therefore data provided must be robust.
<u>2.3 Fixed Costs - Enabling</u>	This pricing schedule worksheet reflects costs associated with remedial and enabling works.	This pricing schedule worksheet should be populated for the lot/lot package with the capital cost (base price), expected asset life, cost of financing and unitary charge cashflows associated with remedial and enabling costs. Costs must be consistent with the assumptions set out in annex 2.
<u>2.4 Fixed Costs-Management Fee</u>	This pricing schedule worksheet reflects the Management Fee for the provision of the Managed Service.	This pricing schedule worksheet should reflect the Management Fee Costs for the provision of the Managed Service, within the unitary charge.
<u>3.1 Semi Fixed Costs</u>	This pricing schedule worksheet reflects the unitary charge associated with semi fixed charges	This pricing schedule worksheet should reflect the cash flow for those items of the unitary charge associated with semi fixed costs. The cash flows that should be included are: 5. Maintenance - Equipment 6. IT Requirements – Maintenance 7. Training & User Groups 8. Transport Costs for screening test consumables distribution and sample collection/delivery 9. Waste Uplift/Disposal Costs 10. Other Costs

<u>4.1 Variable Costs Totals</u>	This pricing schedule worksheet reflects the unitary charge associated with variable costs.	This pricing schedule worksheet should reflect the cash flow, per system, for those items of the unitary charge associated with variable costs. The cash flows that should be included are: 11.a. Consumables/Reagents Costs - HPV 11.b. Consumables/Reagents Costs - Cytology
<u>4.1.1 Variable Costs Workings</u>	The Authority requires additional information in relation to variable costs.	The Authority requires additional information in relation to variable costs and this worksheet should be populated appropriately. Contractors MUST complete this worksheet to include all material required to undertake the test repertoire for HPV and Cytology within the NHS Requirement.

ANNEX 2

PRICING REQUIREMENTS/ASSUMPTIONS AND EVALUATION MECHANISM

Costs must be clearly identified for all areas of the Services outlined in the NHS Requirement. The Authority will not accept additional costs other than those clearly identifiable with increased clinical activity. Failure to provide costs for any area of the Services may result in a Contractor's Tender being rejected.

Pricing will be on the basis of the Authority making payment of an annual unitary charge payable in arrears in twelve monthly instalments. The basis of calculation of the monthly amount of the unitary charge is detailed in Schedule Part 3 of the Contract. For the purposes of determining the annual unitary charge all Contractors must complete the Pricing Schedule in Annex 1 to this Invitation to Tender. This Pricing Schedule must be completely populated to provide an annual cost to The Authority. As indicated in the said Pricing Schedule costs should be broken down into annual Fixed Charges, annual Semi-Fixed Charges and Annual Variable Costs and each of these categories of the unitary charge are fully detailed in the Pricing Schedule. In this regard:

- (i) The annual Fixed Charges shall not be subject to indexation;
- (ii) The annual Semi Fixed Charges will be indexed in accordance with paragraph 4 of Schedule Part 3 of the Contract; and
- (iii) The Annual Variable Costs will be indexed in accordance paragraph 4 of Schedule Part 3 of the Contract.

The Actual Variable Costs

- **“Assumed Volume”** shall be based on the total number of tests forecaster by the public health population testing predictions to be undertaken each year as detailed in Appendix 2 of Schedule Part 3;
- **“Assumed Charge”** shall be the Cost per Test multiplied by the Assumed Volume;
- **“Actual Volume”** shall be the actual number of tests undertaken by the Board in each of the Contract Years;
- **“Actual Variable Costs”** shall be the Cost per Test multiplied by the Actual Volume;
- **“Cost per Test”** means the cost per test detailed in Appendix 1 of Schedule Part 3 of the Contract.

The Contractor shall identify the amount of equipment required for the Assumed Volume of the Board and specify the amount of reagents and consumables required on an annual basis to meet the workload figures. This shall take into account any dead volumes, expiry dates on packs, their Quality Control regime, plus planned preventative maintenance requirement for the equipment and details of anticipated spare parts.

The annual Fixed Charges, the annual Semi-Fixed Charges and the Annual Variable Costs all proposed by Contractors when completing the said Pricing Schedule (in Annex 1 of this Invitation to Tender) must include all costs identified in (a) to (q) below:

- (a) Equipment supplied and any associated solution to provide an uninterruptible power supply (UPS). This MUST include the cost of all Equipment which the Contractor plans to replace throughout the Term in accordance with a rolling replacement programme or otherwise (see Clause 24 and Schedule Part 12 relating to refresh costs of Equipment);
- (b) Any costs associated with any remedial or enabling works associated with the initial installation of all Components of the Solution (including, without limitation, new network connections, benching alterations, air conditioning, changes to power supplies, layout changes, etc.).
- (c) All cost associated with the installation, qualification and validation of new equipment at the Site (including delivery and any storage).
- (d) All costs associated with the commissioning, decommissioning and relocation of each analyser, tracking and pre / post analytical systems during the reconfiguration process and the duration of the Term.
- (e) Any costs associated with the decommissioning and removal of any equipment made redundant or superseded by introduction of the Solution or at any time during the Term.
- (f) Any costs associated with the current planned service reconfiguration for any Components of the Solution.
- (g) Clear identification and inclusion of all costs of any associated IT requirements, hardware and software. This must include Middleware, inventory management and temperature monitoring systems.
- (h) Licensing costs including workstations.
- (i) Interfacing of equipment to SCCRS and its ongoing support.
- (j) All costs associated with the operation of all analysers included in the Solution. Including, without limitation:
 - reagents, chemicals and consumables associated with the Equipment and processes (analysers and any pre- and post-analytical processes);
 - any “spare parts” taking account of anticipated frequency of replacement;
 - maintenance;

- calibration;
 - QC material;
 - carriage costs;
 - any other costs, including special washes / treatment, repeat samples, dilutions (pre-programmed or otherwise);
 - wastage (through, for example, requirement for recalibrations, priming);
 - any reagent costs attached to existing equipment associated with any phased introduction of new equipment as part of Equipment Refresh;
 - transport costs in delivering the sample taker test kits to the Health Board Distribution Points (as defined in the NHS Requirement) and the uplift of samples to the Processing Laboratory;
 - the waste uplift/disposal costs generated within the LBC process;
 - attendance at user group meetings; and
 - staff training.
- (k) Reimbursement to the Board for reagents and consumables in stock for any equipment removed from the Site as part of the installation of new analysers.
- (l) Initial training including travel and accommodation costs.
- (m) Ongoing training including travel and accommodation costs. The training by 3rd party suppliers must be of a comparable standard and frequency to that provided by the Contractor.
- (n) All costs involved in attendance at “user” group meetings and other educational meetings for an agreed number of staff for during the Term.
- (o) Freight and/or delivery charges and any applicable taxes, duties, clearance and or levies.
- (p) Costs associated with delivering the social, environmental and added value requirements set out in Clause 38 Schedule Part 14.
- (q) The management fee to be applied for provisions of the Managed Services.

The residual value of any Equipment is not guaranteed and any assumptions made in respect thereof shall be at Contractors’ risk.

The amount of payment to the Authority for reagents and consumables in stock for any equipment removed from site as part of the installation of new analysers should be excluded from the Pricing Schedule.

Any costs not declared/identified by the Contractor during the Tender process will be borne by the Contractor.

Assumptions

Contractors shall be entitled to recover costs only on the basis detailed in this Annex 2 and the Contractor shall not be entitled to any other cost or charge. The Authority will agree to prices tendered by Contractors being subject to the following assumptions only. Contractors may not propose any other assumption to apply to the charges they propose.

Accounting arrangements

- A. The Authority will require to consider the accounting arrangements associated with the provision of equipment as part of the Managed Services and the following are key aspects that Contractors should reflect in their submission:
 - i. Asset life information for the Equipment – this should reflect the economic life of the asset presented and not useful life.
 - ii. Residual value of the Asset (Equipment) - in preparing costs, Contractors must assume that the residual value of the asset will not be recoverable from the Authority at expiry of the Term.
 - iii. Fluctuation in residual value - in preparing costs, the Contractors must assume that it will not recover any gain or loss on residual value of the asset (Equipment) from the Authority.

Works

- B. In relation to the Works, the Authority agrees that bids will be subject to the following assumptions:
 - i. that any necessary local authority planning permission and or building regulation approval will be obtained
 - ii. The Contractor should not include costs for any asbestos removal works within their bid.
 - iii. The Contractor should not include costs to undertake works to existing underground external drainage installations

- iv. The Contractor is not expected to provide new gas supplies to any installation. Existing gas supplies are present on site, therefore the Contractor should only be required to provide connections and distributing pipe works from these, if required.
- v. The Contractor should not include costs for any upgrade required to the Authority existing power supply (including electrical circuits and power boards). However, the Contractor shall include a percentage (%) fee for upgrading the power supply if such an upgrade is required.

ANNEX 3

COLLUSIVE TENDERING, CERTIFICATE OF BONA FIDE OFFER

The essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:

We, the undersigned, certify that this Tender is made in good faith and that we have not fixed or adjusted the amount by or under or in accordance with any agreement or arrangement with another person. We also certify that we have not and we undertake that we will not:-

- 1) until the Contract has been awarded:
 - (a) communicate to any person other than the person inviting these offers the amount or approximate amount of offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparations of the offer;
 - (b) enter into any agreement or arrangement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted.
- 2) pay, give or offer or agree to pay or to give any sum of money or other 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 offer or proposed offer for the Services any act or thing of the sort described in 1) (a) or (b) above.

We acknowledge that if we have acted or shall act in contravention of this certificate, the Authority will be entitled to cancel the Contract and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

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

Signed (1).....

Status.....

Signed (2).....

Status.....

For and on behalf of.....

Date.....

ANNEX 4

CERTIFICATE AS TO CANVASSING

We, the undersigned, hereby certify that we have not canvassed or solicited any member, officer or employee of the Authority in connection with this Tender or any other tender or proposed tender for the Services 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 canvas or solicit any member, officer or employee of the Authority in connection with this Tender or any other tender or proposed tender for the Services and that no person employed by us or acting on our behalf will do any such act.

Signed (1).....
Status.....
Signed (2).....
Status.....
For and on behalf of
Date.....

ANNEX 5

FORM OF TENDER FOR THE PROVISION OF A MANAGED SERVICE CONTRACT FOR PRIMARY HIGH-RISK HPV (HR-HPV) TESTING AND CYTOLOGY-BASED TRIAGE

Having examined the Invitation to Tender issued by and being fully satisfied as to our abilities and experience in all respects to meet the requirements set out in the NHS Requirement (contained in Annex 1 of this Invitation to Tender)

We.....

Address.....

.....

.....

hereby offer to provide, upon the terms of the Contract contained in Annex 11 of this Invitation to Tender (amended to the extent, if any, agreed between the Authority and us, the Contractor) the Services specified therein, at the Contract Price shown in the completed Annex 2 to the Invitation to Tender.

If our Tender is accepted we undertake forthwith to enter into a binding agreement with Greater Glasgow Health Board and Lanarkshire Health Board based on the said Contract.

Unless and until the binding agreement referred to above is prepared and executed, the Authority's Invitation to Tender and this Tender together with any written acceptance thereof submitted by the Authority shall form a binding agreement between us and Greater Glasgow Health Board and Lanarkshire Health Board.

Signed (1).....

Status.....

Signed (2).....

Status.....

For and on behalf of.....

ANNEX 6

CONTRACTOR'S LIST OF PROPOSED CONFIDENTIAL INFORMATION AND JUSTIFICATION FOR WITHHOLDING

Contractors should list here any information forming part of their bid which they consider is confidential giving reasons why it should be withheld in response to a request for information pursuant to the Freedom of Information (Scotland) Act 2002.

If none, Contractors should return Annex 6 marked "NONE" with their Tender.

ANNEX 7
SUB-CONTRACTORS

Contractors should list their proposed sub-contracts and the elements to be sub-contracted. If no sub-contracting arrangements are proposed Contractors should return Annex 7 marked "NONE".

NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	ELEMENT TO BE SUB-CONTRACTED*

ANNEX 8

THE AUTHORITY RESPONSIBILITIES

The responsibilities to be incumbent on the Authority shall be listed in the Contract. Contractors should list in this Annex 8 any responsibilities which are relevant to their Solution which they consider ought properly to be borne by the Authority. Detailed wording should be provided. If no responsibilities are proposed Contractors should return this Annex 8 marked "NONE".

ANNEX 9

CONTRACTOR'S PROPOSED CONTRACT CLARIFICATIONS

Contractors should complete this Annex 9 detailing any clarifications proposed to the Contract and provide their reasons for the proposed clarifications.

CLAUSE No.	CLARIFICATION PROPOSED	REASON FOR CLARIFICATION

ANNEX 10

**CONTRACTOR'S PROPOSALS ON SOCIAL AND ENVIRONMENTAL
CONSIDERATIONS**

Annex 10 containing the Contractor's Proposals on Social and Environmental Considerations is attached as a separate document, along with the Reporting Template:

Annex 10 Social and Environmental considerations.docx

Hr-HPV Annex 10 Reporting Template.xlsx

ANNEX 11

CONTRACT

Annex 11 (Contract) is attached as a separate document.

2018-11-21 Managed Service Agreement (Tender Version).doc

The successful Contractor will require to enter into a Contract with each of Greater Glasgow Health Board and Lanarkshire Health Board