

United Kingdom-Edinburgh: Infrared medical devices

OJ S 139/2013 19/07/2013

Contract notice

Supplies

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: NHS Scotland National Procurement

Postal address: Gyle Square (NSS Head Office), 1 South Gyle Crescent

Town: Edinburgh

Postal code: EH12 9EB

Country: United Kingdom

Contact person: Strategic Sourcing

For the attention of: Moira McLean

E-mail: moiramclean@nhs.net

Telephone: +44 1698794410

Internet address(es):General address of the contracting authority: <http://www.nhsscotlandprocurement.scot.nhs.uk/>Address of the buyer profile: http://www.publiccontractsscotland.gov.uk/search/Search_AuthProfile.aspx?ID=AA11883**Additional information can be obtained from:**

Official name: NHS Scotland National Procurement

Postal address: Gyle Square (NSS Head Office), 1 South Gyle Crescent

Town: Edinburgh

Postal code: EH12 9EB

Country: United Kingdom

Contact person: Strategic Sourcing

For the attention of: Moira McLean

E-mail: moiramclean@nhs.net

Telephone: +44 1698794410

Internet address: <http://www.nhsscotlandprocurement.scot.nhs.uk/>**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:**

Official name: NHS Scotland National Procurement

Postal address: Gyle Square (NSS Head Office), 1 South Gyle Crescent

Town: Edinburgh

Postal code: EH12 9EB

Country: United Kingdom

Contact person: Strategic Sourcing

For the attention of: Moira McLean

E-mail: moiramclean@nhs.net

Telephone: +44 1698794410

Internet address: <http://www.nhsscotlandprocurement.scot.nhs.uk/>**Tenders or requests to participate must be submitted:** Official name: NHS Scotland National Procurement

Postal address: Gyle Square (NSS Head Office), 1 South Gyle Crescent

Town: Edinburgh
Postal code: EH12 9EB
Country: United Kingdom
Contact person: Strategic Sourcing
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I.2. Type of the contracting authority

Body governed by public law

I.3. Main activity

Health

I.4. Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities: yes

Official name: Golden Jubilee Hospital (National Waiting Times Centre Board)

Official name: NHS 24

Official name: NHS Ayrshire and Arran

Official name: NHS Borders

Official name: NHS Dumfries and Galloway

Official name: NHS Education for Scotland

Official name: NHS Fife

Official name: NHS Forth Valley

Official name: NHS Grampian

Official name: NHS Greater Glasgow and Clyde

Official name: NHS Health Scotland

Official name: NHS Highland

Official name: NHS Lanarkshire

Official name: NHS Lothian

Official name: NHS Orkney

Official name: NHS Quality Improvement Scotland

Official name: NHS Shetland

Official name: NHS Tayside

Official name: NHS Western Isles

Official name: Scottish Ambulance Service

Official name: The Common Services Agency for the Scottish Health Service (a.k.a the NHS National Shared Services)

Official name: The State Hospital for Scotland

Official name: NHS Health Improvement Scotland

Section II: Object of the contract

II.1. Description

II.1.1. Title attributed to the contract by the contracting authority

NP102/13 Pulse Oximetry Consumables.

II.1.2. Type of contract and place of performance or delivery

Supplies

Purchase

Main site or place of performance: All entities constituted pursuant to the National Health Service (Scotland) Act 1978, (i.e. all NHS Scotland Health Boards, special health boards and the authority), or other NHS organisation established pursuant to the NHS (Scotland) Act 1978 after 'the Authority' the framework will be available to General Practitioners (GP's) within Scotland.

NUTS code UKM Scotland

II.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Framework agreement with several operators

Maximum number Envisaged maximum number of participants to the framework agreement
: 32

Duration of the framework agreement

Duration in years: 3

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT: 4 800 000 GBP

II.1.5. Short description of the contract or purchase(s)

The supply and delivery of Pulse Oximetry Consumables to all entities constituted pursuant to the National Health Service (Scotland) Act 1978, (i.e. All NHS Scotland Health Boards, Special Health Boards and the Authority).

Note: The authority is using PCS-Tender to carry out this procurement process. Please note this is a separate website and if you are not already registered, registration will be required.

To access PCS-Tender, record your interest in this notice and access the tender documentation please visit: <https://www.publictendersscotland.publiccontractsscotland.gov.uk> and search for project Code 866 within the appropriate area.

If you have already registered on Public Contracts Scotland and PCS-Tender and paired your accounts you can access PCS-Tender through your Public Contracts Scotland Control Panel.

II.1.6. CPV code(s)

33158500 Infrared medical devices

II.1.7. Information about the Government Procurement Agreement (GPA)

II.1.8. Lots

This contract is divided into lots: yes

Tenders may be submitted for one or more lots

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

The supply and delivery of Pulse Oximetry Consumable products.

Estimated value excluding VAT: 4 800 000 GBP

II.2.2. Information about options

Options: yes

Description of options: The Authority is entitled at its sole discretion to extend the duration of the Framework Agreement by up to 122) months.

II.2.3. Information about renewals

This contract is subject to renewal: no

II.3. Duration of the contract or time limit for completion

Information about lots

Lot No: 1

Lot title: Adult Pulse Oximetry Sensors.

1) Short description

Adult Pulse Oximetry Sensors including Reusable and Single Use.

2) CPV code(s)

33158500 Infrared medical devices

3) Quantity or scope

As detailed within ITT.

4) Indication about different time frame or duration

5) Additional information about lots

Lot No: 2

Lot title: Paediatric Pulse Oximetry Sensors.

1) Short description

Paediatric Pulse Oximetry Sensors including neonatal and infant single use.

2) CPV code(s)

33158500 Infrared medical devices

3) Quantity or scope

As detailed with ITT.

4) Indication about different time frame or duration

5) Additional information about lots

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

III.1.4. Contract performance conditions

The performance of the contract is subject to particular conditions: no

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions: As detailed in the ITT.

III.2.2. Economic and financial ability

List and brief description of conditions: As detailed in the ITT.

III.2.3. Technical and professional ability

List and brief description of conditions:

Valid Certificates for both CE Marking and Medical Device Directive approval.

MDD 93/42 and 2001/47/EEC- Class 2a, including article 17 section 2-single use logo on all products where appropriate.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

III.3.2. Information about staff responsible for the performance of the contract

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Open

IV.1.2. Information about the limits on the number of candidates to be invited

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Criteria below

1. Total Cost. Weighting 60
2. Support and Service. Weighting 40

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

IV.3.2. Previous publication concerning this procedure

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

IV.3.4. Time limit for receipt of tenders or requests to participate

30.8.2013 - 10:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

IV.3.7. Minimum time frame during which the tenderer must maintain the tender

IV.3.8. Conditions for opening of tenders

Date: 30.8.2013 - 10:00

Place:

National Procurement, 2 Swinhill Avenue, Larkhall, Lanarkshire, ML9 2QX.

Section VI: Complementary information

VI.1. Information about recurrence

VI.2. Information about European Union funds

VI.3. Additional information

(SC Ref:271328)

VI.4. Procedures for review

VI.4.1. Review body

VI.4.2. Review procedure

Precise information on deadline(s) for review procedures: The Authority will notify economic operators who submitted a tender or (where no deselection notification has been previously made) applied to be selected to tender, of its decision to award the framework agreement which notification will contain among other information, a summary of the reasons why the economic operator was unsuccessful. The notification will incorporate a 'standstill period' of a minimum of 10 clear calendar days (or a minimum of 15 if the communication method was not electronic) between the date on which the Authority despatches the notice(s) and the date on which the Authority proposed to conclude the relevant framework agreement. The bringing of court proceedings against the Authority during the standstill period will automatically continue the prohibition on entering into the framework agreement until the court proceedings are determined, discontinued or disposed of, or the court, by interim order, brings to an end the prohibition. The remedies that may be awarded by the courts before the framework agreement has been entered into include the setting aside of the decision to award the framework agreement to the winning tenderer(s). The bringing of court proceedings against the Authority after the framework agreement has been entered into will not affect the framework agreement unless grounds for imposition of special penalties under the Public Contracts (Scotland) Regulations 2012 can be established. Otherwise the remedies that may be awarded by the courts where the framework agreement has been entered into are limited to the award of damages. Economic operators are entitled to write to the Authority after receipt of the notification should they require further clarification. The Authority will respond within 15 days of such a written request, but it should be noted that receipt by the Authority of such request during the standstill period may not prevent the Authority from awarding the framework agreement following the expiry of the standstill period. Where an economic operator is dissatisfied with the Authority's response to its request for clarification, or considers that the framework agreement has been concluded in the breach of The Public Contracts (Scotland) Regulations 2012, such an economic operator is advised to promptly seek independent legal advice.

VI.4.3. Service from which information about the review procedure may be obtained

VI.5. Date of dispatch of this notice

16.7.2013

