

United Kingdom-Liverpool: Operating-theatre instruments

OJ S 148/2013 01/08/2013

Contract notice

Supplies

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: Aintree University Hospital NHS Foundation Trust

Postal address: Aintree House, Longmoor Lane

Town: Liverpool

Postal code: L9 7AL

Country: United Kingdom

For the attention of: Ann Purdie

E-mail: ann.purdie@aintree.nhs.uk**Additional information can be obtained from:**

the abovementioned address

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:

Official name: EU Supply

Country: United Kingdom

Internet address: <https://nhssbs.eu-supply.com>**Tenders or requests to participate must be submitted:** Official name: EU Supply

Country: United Kingdom

Internet address: <https://nhssbs.eu-supply.com>**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

Section II: Object of the contract

II.1. Description**II.1.1. Title attributed to the contract by the contracting authority**

AP/2013/606 - Supply of Maxillofacial Screws and Plating Systems.

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

Supplies

A combination of these

Main site or place of performance: This contract will be accessible by any NHS Trust within the North West of England.

NUTS code UKD North West (England)

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

The notice involves a public contract

II.1.4. Information about framework agreement

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

Aintree University Hospital NHS FT is reviewing its current purchasing arrangements for Maxfax plates and screws including the supply of instrumentation. Suppliers are invited to tender based on the details provided within the tender documentation. The Trust aims to award a contract for 3 years with the option to extend for 2 years at 12 month intervals. This contract will be available for use by other NHS Trusts within the North West of England.

II.1.6. CPV code(s)

33162200 Operating-theatre instruments, 33169000 Surgical instruments, 33183100 Orthopaedic implants

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

The procurement is covered by the Government Procurement Agreement: no

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: yes

II.2. Scope of the procurement

II.2.1. Total quantity or scope

II.2.2. Information about options

Options: no

II.2.3. Information about renewals

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

Duration in months: 60 (from the award of the contract)

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

The tenderer should bear in mind the provisions of the contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

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

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers. In the case of a joint tender, all economic operators in a joint tender assume joint and several liability towards the contracting authority for the performance of the contract as a whole. These economic operators shall designate one of them to act as leader with full authority to

bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Trust.

The tenderers should indicate in their offer whether the partnership takes the form of:

- a) a new or existing legal entity which will sign the contract with the Trust in case of award; or
- b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Trust in case of award.

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: The Authority will apply all the offences listed in Article 45(1) of Directive 2004/18/EC (implemented as Regulation 23(1) of the Public Contract Regulations (PCR) 2006 in the UK) and all of the professional misconducts listed at Article 45 (2) of Directive 2004/18/EC (see also Regulation 23(2) in the PCR 2006) to the decision of whether a Candidate is eligible to be invited to tender.

A full list of the Regulation 23(1) and 23(2) criteria are at <http://www.deltaesourcing.com/delta/project/reasonsForExclusion.html#pcr>

Candidates will be required to answer these questions as part of the qualification process. For candidates who are registered overseas, you will need to declare if you have any offences /misconduct under your own countries laws, where these laws are equivalent to the Regulation 23 lists.

Candidates who have been convicted of any of the offences under Article 45(1) are ineligible and will not be selected to bid, unless there are overriding requirements in the general interest for doing so.

Candidates who are guilty of any of the offences, circumstances or misconduct under Article 45 (2) may be excluded from being selected to bid at the discretion of the Authority

III.2.2. Economic and financial ability

List and brief description of conditions: (a) Appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance.

(b) The presentation of balance-sheets or extracts from the balance-sheets, where publication of the balance-sheet is required under the law of the country in which the economic operator is established.

(c) A statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last 3 financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

III.2.3. Technical and professional ability

List and brief description of conditions:

(a) A list of the works carried out over the past 5 years, accompanied by certificates of satisfactory execution for the most important works. These certificates shall indicate the value, date and site of the works and shall specify whether they were carried out according to the

rules of the trade and properly completed. Where appropriate, the competent authority shall submit these certificates to the contracting authority direct

(b) A list of the principal deliveries effected or the main services provided in the past 3 years, with the sums, dates and recipients, whether public or private, involved. Evidence of delivery and services provided shall be given:

— where the recipient was a contracting authority, in the form of certificates issued or countersigned by the competent authority,

— where the recipient was a private purchaser, by the purchaser's certification or, failing this, simply by a declaration by the economic operator

(c) An indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, those upon whom the contractor can call in order to carry out the work

(d) A description of the technical facilities and measures used by the supplier or service provider for ensuring quality and the undertaking's study and research facilities

(e) Where the products or services to be supplied are complex or, exceptionally, are required for a special purpose, a check carried out by the contracting authorities or on their behalf by a competent official body of the country in which the supplier or service provider is established, subject to that body's agreement, on the production capacities of the supplier or the technical capacity of the service provider and, if necessary, on the means of study and research which are available to it and the quality control measures it will operate

(f) The educational and professional qualifications of the service provider or contractor and/or those of the undertaking's managerial staff and, in particular, those of the person or persons responsible for providing the services or managing the work

(g) For public works contracts and public services contracts, and only in appropriate cases, an indication of the environmental management measures that the economic operator will be able to apply when performing the contract

(h) A statement of the average annual manpower of the service provider or contractor and the number of managerial staff for the last 3 years

(i) A statement of the tools, plant or technical equipment available to the service provider or contractor for carrying out the contract

(j) An indication of the proportion of the contract which the services provider intends possibly to subcontract

(k) With regard to the products to be supplied: (i) samples, descriptions and/or photographs, the authenticity of which must be certified if the contracting authority so requests; (ii) certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of products clearly identified by references to specifications or standards.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

Execution of the service is reserved to a particular profession: no

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 Price is not the only award criterion and all criteria are stated only in the procurement documents

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

AP/2013/606

IV.3.2. Previous publication concerning this procedure

no

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

Payable documents: no

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

27.9.2013 - 12:00

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

Duration in days: 120 (from the date stated for receipt of tender)

IV.3.8. Conditions for opening of tenders

Date: 27.9.2013 - 12:00

Persons authorised to be present at the opening of tenders: no

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

VI.3. Additional information

This procurement exercise will be conducted on the EU supply eTendering portal at:
<https://nhssbs.eu-supply.com>

Candidates wishing to be considered for this agreement must register their expression of interest and provide additional procurement specific information through this portal.

To register interest:

1) Go to 'Current Tender Opportunities' from the eTendering portal login page:

<https://nhssbs.eusupply.com>

2) Find the tender listed and click on the title. This will take you to the letter of invitation.

3) If you are not a registered user of EU Supply follow the 'Online registration' link otherwise follow the 'Login' link and enter username and password.

4) Once logged in 'Accept' the invitation to register your interest in the opportunity. You will then be taken direct to the tender response screen.

5) Go to the 'Access Documents' folder on the response screen to view and download tender documentation.

Further guidance on how to access and respond to the opportunity is available in the 'Quick Guide for Suppliers' which is available for downloading from the main portal login page:

<https://nhssbs.eu-supply.com>

(follow link: 'Quick Guide for Suppliers').

For any support in submitting your response please contact EU Supply Helpdesk at support@eu-supply.com (Tel: +44 8008402050) quoting the tender ID number.

The contracting authority expressly reserves the right (i) not to enter into any agreement as a result of the procurement process commenced by the publication of this notice; and (ii) to make whatever changes it may see fit to the content and structure of the tendering competition; and in no circumstances will the contracting authority be liable for any costs incurred by the candidates.

If the contracting authority decides to enter into an agreement with successful suppliers, this does not mean that there is any guarantee of subsequent contracts being awarded. Any expenditure, work or effort undertaken prior to the conclusion of the agreement is accordingly a matter solely for the commercial judgement of potential suppliers. The contracting authority and other Contracting Bodies utilising the framework agreement reserve the right to use any electronic portal during the life of the agreement.

We cannot guarantee to suppliers any business through this agreement.

A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days, plus the duration of the standstill period including any extension thereto, following the tender submission deadline. A Tender with a shorter validity period may be rejected.

VI.4. Procedures for review

VI.4.1. Review body

VI.4.2. Review procedure

Precise information on deadline(s) for review procedures: Precise information on deadline(s) for lodging appeals: Aintree University Hospital NHS FT will incorporate a minimum 10 calendar day standstill period at the point information on the award of the agreement is communicated to tenderers. Potential Providers who are unsuccessful shall be informed by the Authority as soon as possible after the decision has been made as to the reasons why the Potential Provider was unsuccessful. If an appeal regarding the award of the agreement has not been successfully resolved, The Public Contracts Regulations 2006 (SI 2006 No. 5) provide for aggrieved parties who have been harmed or are at risk of harm by breach of the rules to take legal action. Any such action must be brought within the applicable limitation period. Where an agreement has not been entered into, the Court may order the setting aside

of the award decision or order Aintree University Hospital NHS FT to amend any document and may award damages. If the agreement has been entered into the Court may, depending on the circumstances, award damages, make a declaration of ineffectiveness, order Aintree University Hospital NHS FT to pay a fine, and/or order that the duration of the agreement be shortened. The purpose of the standstill period referred to above is to allow the parties to apply to the Courts to set aside the award decision before the agreement is entered.

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

VI.5. Date of dispatch of this notice

29.7.2013