

**Important introductory information on the completion of this Tender.
Please read this document carefully before beginning your Tender submission.**

NP32617 Intravenous Immunoglobulin (IVIgG) and Subcutaneous Immunoglobulin (IgG)

1.1 INTRODUCTION

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The Common Services Agency (more commonly known as National Services Scotland ("the Authority") acting through its division National Procurement, is undertaking this procurement of Intravenous Immunoglobulin (IVIgG) and Subcutaneous Immunoglobulin (IgG) ("Goods") on behalf of all NHS Scotland Health Boards, all NHS Scotland Special Health Boards and/or the Authority or other NHS organisations established pursuant to the NHS (Scotland) Act 1978 and any Integrated Joint Bodies established pursuant to the new Public Bodies (Joint Working) Scotland Act 2014 (collectively hereafter referred to as "Participating Authorities"). The Participating Authorities include fourteen (14) NHS Scotland Regional Health Boards (including Orkney, Shetland and Western Isles) as well as six (6) Special Health Boards, Healthcare Improvement Scotland and the Authority.

1.1.2 INTRODUCTION

The Authority intends to award a ranked multi supplier Framework Agreement for Lots one (1), two (2) and three (3) and a single supplier Framework Agreement for Lot four (4) on the basis of the framework agreement terms and conditions contained in the buyer attachments section ("Terms and Conditions") of this Invitation to Tender (hereinafter referred to as "Framework Agreement" or "Framework Agreements for Goods")

The NHS Scotland requirement for and specification of the Goods ("NHS Requirement") is as specified in the two (2) documents within the buyer attachments section ("Specification Documents"). The Goods are required by Participating Authorities for the supply of IVIgG and Subcutaneous IgG within NHS Scotland.

The Framework Participants will be required to supply the Goods to the Scottish National Blood Transfusion Service, Edinburgh, hereafter referred to as "SNBTS", for use by the Participating Authorities.

1.2 LOTS

The Goods have been split into four (4) categories, each of which is identified as a "Lot". The full details of each Lot are set out in the Commercial envelope of the Invitation to Tender ("ITT"). contained within project 7531.

The Lots are as follows:-

- Lot 1 - Human Normal Intravenous Immunoglobulin 5%
- Lot 2 - Human Normal Intravenous Immunoglobulin 10%
- Lot 3 - Human Normal Intravenous Immunoglobulin for Subcutaneous Use
- Lot 4 - Subcutaneous Immunoglobulin with Hyaluronidase

Ranked Multi-Supplier by Lot: Lots 1-3 - Each of the product lines included within these Lots will be grouped together and awarded to a maximum of six (6) Framework Participants.

Single Supplier by Lot: Lot 4 - Each of the product lines included within this Lot will be grouped together and awarded to a single Framework Participant.

The Authority now invites Tenders for the supply of Goods from Potential Framework Participants

within the above Lots on the basis detailed in this ITT Potential Framework Participants may submit Tenders for one (1) or more Lots but are not obliged to tender for all Lots.

1.3 TERMS OF FRAMEWORK AGREEMENT

The Framework Agreement shall be awarded in respect of each Lot for a period of twenty four (24) months with the option to extend by a further two (2) periods of up to twelve (12) months each, upon giving not less than three (3) months written notice, such notice to expire no later than the date the Framework Agreement is due to expire.

During any such extended period(s) the Framework Agreement shall continue to apply.

1.4 CONTRACT PRICING

The contract pricing structure must be fixed for twenty four (24) months from and after the date of the letter of award issued by the Authority to all successful Framework Participants ("Award Date").

Any Tender which does not fix the pricing structure for twenty four (24) months or does not agree to the provisions of this section of the ITT for adjustment to prices for any further extensions may be treated by the Authority as non-compliant. Prices must include all applicable duties paid.

In the event that the Authority elects to extend the Term of the Framework Agreement the Framework Participant may also request a change in the Contract Pricing with effect from the commencement of the period of extension (and each subsequent extension commencement date, (if any)). Any such change for the extension period shall not exceed the total percentage increase (if any) in the Consumer Prices Index over the last twelve (12) month period occurring immediately before the commencement date for which figures are published, unless detailed justification is provided to the Authority. (See Clause 7 of the Framework Principle Conditions).

The Consumer Prices Index shall be the Consumer Prices Index for all items expressed as a percentage published from time to time by the Central Statistics Office the Chancellor of the Exchequer or by the Office for National Statistics or if the said index ceases to be published such index or other means of assessment of inflation as is deemed equivalent and most appropriate by the Authority acting reasonably.

The Authority may, at its discretion, at such intervals as the Authority may determine, during the period of the Framework Agreement, invite the Framework Participants to propose reductions in the Contract Pricing. If such proposals are accepted by the Authority the Contract Pricing shall be adjusted accordingly. (See Clause 7 of the Framework Principle Conditions).

1.5 CALL OFF FROM FRAMEWORK AGREEMENT

Call off from the Framework Agreement shall be made by submission of orders by SNBTS to the Framework Participants awarded to the Framework Agreement.

Lots 1 – 3: Call off for each Lot will be on the basis of the first ranked supplier, cascading through the suppliers in order of ranking where the first ranked supplier cannot meet SNBTS requirements.

Lot 4: Call off shall be by submission of orders by SNBTS to the Framework Participant awarded to the Lot.

1.6 VOLUMES

The Potential Framework Participant should note that any usage volumes indicated in this ITT are based on historical data and are not guaranteed. No commitment is made by the Authority on its own behalf or on behalf of Participating Authorities as to the volume of Goods which may be purchased by Participating Authorities pursuant to the Framework Agreements.

The range of Goods to be supplied is used to treat patients in a range of clinical specialities, including Neurology, Haematology, Immunology, Dermatology, Nephrology and Rheumatology. For existing long term/ Primary Immune Deficiencies (PID) patients, product is purchased based on the patient's existing regime. Full details of anticipated volumes are contained within 'NP32617 Tender Specification Appendix B V01.0 (Final).

1.7 TENDER RETURNS

<p>All Tenders must be submitted by no later than the date and time expressed in the Invitation to Tender.</p> <p>All Tenderers should read and follow the instructions contained in the section titled Completion and Submission Instructions of this ITT.</p>
<p>1.8 BACKGROUND & OBJECTIVES</p> <p>The Authority acting through its division National Procurement ("NP") has been mandated by the Scottish Government to establish contracts available to all Participating Authorities. NP has staff dedicated to commodity specific areas who work in teams to procure and subsequently manage national contracts on behalf of Participating Authorities.</p> <p>Please refer to NP's web site www.nhsscotlandprocurement.scot.nhs.uk for more detail.</p>
<p>1.9 TENDER EVALUATION</p>
<p>1.9.1 EVALUATION PANEL</p> <p>Provided Potential Framework Participants have answered all mandatory questions of this ITT and have not been deselected as a result of their response, all Tenders submitted will be evaluated by a tender evaluation panel comprising representatives from National Procurement, (a division of the Authority), and representatives from the Clinical Advisory Panel (which comprises officers from various Participating Authorities across NHS Scotland).</p>
<p>1.9.2 AWARD CRITERIA</p> <p>Framework Participants for each Lot will be determined by evaluating all Tenders for each Lot against the award criteria set out below. Call-off under the Framework Agreement by Participating Authorities will be as detailed in Section 1.5 above.</p> <p>Award will be made to the Most Economically Advantageous Tenders based on the following criteria:</p> <p>Award Criteria for al Lots: Price - 85% Range of Vial Sizes - 10% Storage Conditions - 5%</p>
<p>1.9.3 PRICE EVALUATION</p> <p>Price accounts for 85% of the overall score and shall be scored as follows:</p> <p>Price per Gramme: Lots 1 - 4 Price analysis will take place using the price per gramme multiplied by the overall anticipated quantity to give an overall Lot value. This Lot value will be taken as the bid price. The lowest overall cost for each Lot, will receive full marks. Other bids will be allocated a score by reference to the extent to which the lowest overall cost is exceeded.</p> <p>The scoring schedule attachment titled NP32617 Scoring Illustration V01.0 (Final), attached in the Buyer Attachment area within this ITT details how price will be scored for each Lot.</p>
<p>1.9.4 NON-PRICE EVALUATION</p> <p>Range of Vial Sizes This accounts for 10% of the overall score. The scoring schedule attachment titled NP32617 Scoring Illustration V01.0 (Final) attached in the Buyer Attachment area within this ITT, details how the range of vial sizes will be scored for each Lot.</p> <p>Storage Conditions accounts for 5% of the overall score and shall be scored as followed for all Lots:</p> <p>Score – 0 - Products can only be stored in fridge</p> <p>Score – 1 - Products can be stored outside of fridge for less than 3 months</p> <p>Score – 3 - Products can be stored outside of fridge for between 3 and 12 months</p>

Score – 5 - Products can be stored outside of fridge for over 12 months

Further details are contained within the aforementioned attachment NP32617 Scoring Illustration V01.0 (Final).

1.9.5 PRESENTATIONS

If the Authority considers it necessary for the purposes of evaluation, it may require all or some Potential Framework Participants to give a Tender presentation to the Tender Evaluation Panel. Potential Framework Participants will be advised of the date and location for such presentations by the Authority.

1.9.6 AWARD

Ranked Multi-Supplier Award (Lots 1 – 3): Those Potential Framework Participants who achieve the highest score for each Lot (assessed against the award criteria) will be appointed to the Framework Agreement. The Authority envisages awarding a maximum of six (6) Potential Framework Participants to Lots 1 – 3.

Single Supplier Award (Lot 4): The Potential Framework Participant who achieves the highest score (assessed against the award criteria) will be appointed to the Framework Agreement.

Potential Framework Participants may be awarded to more than one (1) Lot.

1.9.7 AWARD NOTIFICATION

The successful and unsuccessful Potential Framework Participants will be notified by the Authority of the outcome of their Tender submission as soon as possible upon completion of evaluation of Tenders.

1.10 COMPLETION AND SUBMISSION INSTRUCTIONS

1.10.1 COMPLETION OF TENDER DOCUMENTS

Potential Framework Participants should ensure that they have fully read and understood all the sections included in the online system.

All Potential Framework Participants must consider the requirements of this ITT and the e-tender system and ensure that their Tenders comply with the same. Potential Framework Participants must answer all questions posed in this ITT and provide any information required. Failure to do so may result in a Tender being deselected as it is not complete. In particular, Potential Framework Participants **MUST** provide any information required where appropriate in the format prescribed in this ITT and the e-tender system. This includes the completion of the price schedules contained in this ITT and the e-tender system. Where Potential Framework Participants are asked to enter information into a spreadsheet they must ensure that they follow the relevant instruction and they do not amend the format of the spreadsheet. If in doubt, please refer to section titled Process for Questions/ Clarifications (1.10.4)

Where information is required the e-tender system has the functionality to upload attachments. Potential Framework Participants are responsible for ensuring that they have completed their Tender fully and accurately and that prices quoted are arithmetically correct for the units stated. Once the submission deadline has expired, the online system will allow Potential Framework Participants to access their Tender or make any amendments thereto. However please note that any resubmissions or amendments of new information past the deadline will mark the new submission as a "late submission". In the event that any Potential Framework Participant considers that its Tender contains any manifest error, Potential Framework Participants can advise the Authority through the messaging system within this ITT and should do so as quickly as possible. It shall be at the discretion of the Authority whether or not to accept any corrections.

The Authority will not be responsible for any expenses incurred in the preparation of any Tender, or in attending any post tender meetings, site visits or tender clarifications. No reimbursement shall be made by the Authority whether or not an award of a Framework Agreement is made. Tenders should be submitted on the basis of agreement to this express provision which will take precedence over any implied contract terms that may be deemed to apply to this ITT exercise.

1.10.2 PARENT COMPANY GUARANTEE

Where the Authority considers that a parent company guarantee is required (following evaluation of any Potential Framework Participant's financial and economic capacity) the Authority will advise such Potential Framework Participant accordingly and provide a copy of the form of parent company guarantee required. Award of a Framework Agreement to such a Potential Framework Participant will be conditional upon the parent company guarantee in the form requested at that stage by the Authority being signed by the Potential Framework Participant's parent company.

1.10.3 SUBMISSION OF TENDERS

Tenders must be submitted on the basis required in the e-tender system used by the Authority. Full details or specifications for the Goods in respect of which the Potential Framework Participant submits its Tender should be provided with the Tender together with any brochures / product literature utilising the function of upload as attachments. Please note that only attachments that contain information requested in the ITT will be considered. Please do not send surplus information or brochures. Attachments must be attached to each relevant individual question. Where multiple attachments require to be uploaded to an individual question this must be done as a Zip file. Do not reference attachments between different individual questions as they may not be considered.

The Commercial Response and the format as set in the e-tender system cannot be altered by the Potential Framework Participant. The Potential Framework Participant should use the active columns in the Commercial Response as directed.

The Potential Framework Participant should note that the Authority use Microsoft (MS) Office 2007 as standard and DOES NOT recognise any newer versions of this software. All MS Office files must be submitted in a compatible format.

The Potential Framework Participant must confirm that they are able to participate in the eprocurement aspects of the Framework Agreements and that they are able to meet the mandatory requirements as set out within this ITT (and the subsequent attachments). All sections must be completed and submitted in full in order for Tender submission to be complete. The e-tender system will not allow the Potential Framework Participant to finally submit Tenders when there are incomplete sections.

Ensuring a Tender is complete shall remain the responsibility of the Potential Framework Participant.

1.10.4 PROCESS FOR QUESTIONS / CLARIFICATIONS

Potential Framework Participants should endeavour to make any requests for clarification or assistance on tender completion a minimum of six (6) days before the deadline for submission of Tender set out below. During the six (6) day period prior to the said deadline, the Authority will use all reasonable endeavours to answer queries or questions where information requested can reasonably be given prior to said deadline. All questions regarding this ITT should be directed through the messaging area within the e-tender system. Potential Framework Participants, should note that all questions and/or requests for information together with the Authority's response will be visible by all other Potential Framework Participants. Potential Framework Participants should not therefore provide any proprietary or otherwise confidential information in any questions.

1.10.5 PROPSAL DEADLINE

All Tenders must be submitted by no later than 12noon on Monday 27 March 2017. The Authority may at its absolute discretion extend this closing date to Potential Framework Participants. Completed ITTs may be submitted at any time before the closing date.

In order to allow appropriate time for implementation and communication to the selected Framework Participants; Potential Framework Participants must meet all of the specified deadlines. It is the Authority's intention to respond to all reasonable requests for additional information and to reasonably co-operate with Potential Framework Participants in the development of their proposal.

It is the Potential Framework Participant's responsibility to contact the dedicated supplier helpdesk on the free phone number 08003684850 in a timely fashion to notify and resolve any technical problems.

1.10.6 TIMETABLE

The following timetable shows the timescales for completion of the various stages of this procurement.

Activity & Indicative Timescales:

ITT Issued: 23 February 2017

Tender Returns: 27 March 2017

Award of Framework Agreement: 1 June 2017

Contract Commences: 1 August 2017

The dates detailed above supersede any previous dates shown in any previously published documentation. It shall be open to the Contracting Authority to amend this timetable at any time.

1.10.7 DISTRIBUTOR NOMINATIONS

Where a Potential Framework Participant proposes that Goods are to be supplied via a third party distribution route, they must ensure that the tender document provides all relevant information relating to the prices, pack sizes and product codes.

1.10.8 TENDER VALIDITY

All Tenders must be held open for acceptance for a period of 90 days, from the deadline for receipt of Tenders set out above.

1.10.9 TENDER MESSAGES

At any time after the issue of the ITT but before the deadline for submission of Tenders, the Authority may issue Tender bulletins detailing changes to the ITT. These changes must be taken into account by Potential Framework Participants when preparing their submissions.

1.11 DISCLAIMER

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 neither the Authority nor any Participating Authority shall have any 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 party responding to this Invitation to Tender 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 or any Participating Authority to any Potential Framework Participants.

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 or any Participating Authority and any Potential Framework Participant unless expressly stated to that effect by the Authority.

All Potential Participants responding to this ITT do so at their own cost and expense and no reimbursement shall be made by the Authority or any Participating Authority whether or not an award of a Contract Agreement is made.

1.12 TERMS AND CONDITIONS

1.12.1 CONDITIONS OF TENDER

Every Tender received by the Authority shall be deemed to have been made subject to these conditions unless previously agreed in writing to the contrary. Any alternative conditions offered on behalf of a Potential Participant shall be deemed to have been rejected by the Authority.

1.12.2 COLLUSION

Any Potential Framework Participant who:-

1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangements with any other person; or
2. communicates to any person other than the Authority the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain insurance quotations necessary for the preparation of the Tender); or
3. enters into any agreement or arrangement with any other person that it shall refrain from

<p>tendering or as to the amount of any Tender to be submitted; or</p> <p>4. offers or agrees to pay or give or does pay or give any sums 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 "Goods" any act or omission;</p> <p>Shall without prejudice to any other civil remedies available to the Authority (and without prejudice to any criminal liability which such conduct by a Potential Framework Participant may attract) be disqualified by the Authority.</p>
<p>1.12.3 CANVASSING</p> <p>Any Potential Framework Participant who directly or indirectly canvasses any official of the Authority or any Participating Authority concerning the award of the Framework Agreement relating to the Goods or who directly or indirectly obtains or attempts to obtain information from the Authority and/or any Participating Authority concerning any other tender or proposed tender for the provision of Goods (other than as appropriate in terms of any relevant tender process) will be disqualified.</p>
<p>1.12.4 CONFIDENTIALITY</p> <p>This ITT and the information it contains are confidential and may be used only for the purposes of preparing and submitting a response to this document. Any unauthorised use by any Potential Framework Participant of the information contained in this ITT may lead to disqualification of that Potential Framework Participant.</p> <p>This ITT 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 immediately on demand by the Authority.</p> <p>Nothing shall preclude the Authority and/or any Participating Authority from making public, under the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004 ("FOISA") or otherwise, details of all matters relating to this ITT and responses unless such details fall within an exemption under FOISA as may be applicable at the discretion of the Authority or any Participating Authority and the Authority or any Participating Authority has agreed that such exemption shall apply, and (in respect of commercially sensitive information only) a Potential Framework Participant has advised the Authority in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Potential Framework Participant or the Authority or any Participating Authority).</p> <p>Potential Framework Participants should also note that the receipt of any material or document marked 'Confidential' or equivalent by the Authority and or any Participating Authority should not be taken to mean that the Authority and/or any Participating Authority accepts any duty of confidence by virtue of that marking.</p>
<p>1.12.5 ACCEPTANCE</p> <p>The Authority is not bound to accept the lowest or any Tender and shall be free to abandon the procurement pursuant to which this ITT is issued at any time.</p>
<p>1.12.6 STANDARD TERMS AND CONDITIONS OF CONTRACT</p> <p>The Framework Agreements which shall be constituted between the Authority and the Potential Framework Participant shall be on the basis of the Terms and Conditions of Framework Agreement for the Provision of Goods (incorporating Framework Principal Conditions, Mini Tender Process terms and conditions contained in Schedule Part 1 thereto, the NHSS Conditions for the Provision of Goods contained in Schedule Part 2 thereto and the NHSS Additional Conditions for the Provision of Goods contained in Schedule Part 3 thereto, one copy of each of which is contained in Schedule Part 1 to this ITT). The Potential Framework Participants should read these terms and conditions and ensure they are fully familiar with the same. No amendment to these Framework terms and conditions will be accepted by the Authority.</p> <p>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 shall make an award of the Framework</p>

Agreement to the successful Potential Framework Participant(s). The letter of award which shall be issued by the Authority shall reference the attached Framework terms and conditions on the basis that the Framework Agreement constituted between the Authority and the Potential Framework Participant shall be upon these Framework terms and conditions. The letter of award shall be issued in duplicate and conclusion of a Framework Agreement on these terms and conditions shall be subject to the Potential Framework Participant returning the duplicate copy of the letter of award, duly accepting the same.