

Invitation to tender

## **Procurement of**

# **Climate Therapy for children and young patients with inflammatory rheumatic diseases**

by

**Oslo University Hospital HF**

**Case number 2020/444**

**Tender submission deadline:**

**Friday May 15<sup>th</sup> 2020, 1 p.m. (Norwegian time)**

## Table of contents

1	Information about the procurement.....	2
1.1	Contracting Authority.....	2
1.2	Climate Therapy.....	2
1.3	Purpose and scope of the procurement .....	2
1.4	Procurement procedure/announcement .....	4
1.5	Communication.....	4
1.6	Corrections, supplements and changes to the tender documentation .....	4
1.7	Ethical conditions for participating in the competition .....	4
1.8	Ethical requirements applicable to Tenderers during the contract period .....	5
1.9	Duty of disclosure regarding OUH's anti-corruption policy.....	5
1.10	Wages and working conditions in public contracts.....	5
1.11	Public access to tenders and the procurement record .....	6
1.12	Costs.....	6
1.13	Inspection visits .....	6
1.14	Timetable .....	7
1.15	European Single Procurement Document (ESPD).....	7
2	Requirements relating to the Tenderers' qualifications .....	7
2.1	Mandatory requirements.....	8
2.2	Financial qualifications.....	8
2.3	Technical/professional qualifications.....	8
3	Requirements relating to the tender.....	9
3.1	Language .....	9
3.2	Submission of offers .....	9
3.3	Structure of the tender .....	9
3.4	Alternative tenders .....	10
3.5	Validity of the final tender .....	10
3.6	Information about pricing.....	10
4	Settlement of the competition .....	10
4.1	Award criteria with priority.....	10
4.2	Details of the award criteria.....	10
4.3	Cancellation and rejection .....	11
5	Information about the framework agreement.....	12
5.1	Form of agreement and contract period .....	12
6	Annexes.....	13

## 1 Information about the procurement

This document, with enclosed annexes, constitutes the tender documents regarding this competition. The purpose of this document is to give general information about the Contracting Authority, the procurement process, the framework agreement, the award criteria for the competition and the submission of documents.

### 1.1 Contracting Authority

The Contracting Authority for the procurement is Oslo University Hospital Health Trust (OUH). OUH is owned by the South-Eastern Norway Regional Health Authority and delivers specialist healthcare services to patients all over Norway. OUH is Norway's largest hospital with around 20,000 employees. OUH is responsible for a significant proportion of the medical research and the education of medical personnel in Norway. More information about OUH can be found at [www.oslo-universitetssykehus.no/omoss/english/Sider/side.aspx](http://www.oslo-universitetssykehus.no/omoss/english/Sider/side.aspx).

Sykehusinnkjøp HF is owned by the four Norwegian regional health trusts and conducts purchasing services for all the Norwegian hospitals. Sykehusinnkjøp HF will assist OUH in conducting the competition.

### 1.2 Climate Therapy

The Norwegian Health Authorities have organised climate therapy for patients with several diseases since 1976. The climate treatment is supplementary to the treatment the patients receive in Norway.

The patients apply for climate therapy abroad through a program owned by OUH, Seksjon for Behandlingsreiser. The physicians at OUH grants climate therapy based mainly on the information given in the patient's medical files. More information (in Norwegian) can be found here: [www.oslo-universitetssykehus.no/behandlingsreiser](http://www.oslo-universitetssykehus.no/behandlingsreiser)

The scheme for climate therapy was established by the Norwegian Parliament (Stortinget) as a regular scheme from 1997. The budget for the climate therapy is a subsidy scheme that is passed annually by the Parliament in connection with the consideration and processing of the National Budget.

The Ministry of Health and Care Services has the overall responsibility for climate therapy. The professional and administrative responsibility for the climate therapy is delegated to OUH.

### 1.3 Purpose and scope of the procurement

OUH hereby invites tenderers to participate in the competition regarding the Contracting Authority's purchase of Climate Therapy for Norwegian children and young patients with inflammatory rheumatic diseases.

The Contracting Authority intend to enter into one (1) framework agreement for treatment stays in warm and Mediterranean-like climate for children and young patients with inflammatory rheumatic diseases. The patients are in the age from 4-19 years old.

The treatment stay shall last for three (3) weeks, 21 days, from May to October, or earlier/later if the required minimum temperature is more than 15 degrees Celsius, cf. requirement number 2.1.1 in the requirement specification. The Tenderer must fulfil all requirements for the entire period.

The number of patients will be approximately 96 per year, divided into 5 groups:

Children groups:

- Age 4-8; 20 patients, 20 parents/companions and 5 Norwegian personnel from OUH
- Age 9-11; 20 patients, 20 parents/companions and 4 Norwegian personnel from OUH
- Age 12-14; 20 patients, 20 parents/companions and 4 Norwegian personnel from OUH

Youth groups:

- Age 14-16; 18 patients and 8 Norwegian personnel from OUH
- Age 17-19; 18 patients and 8 Norwegian personnel from OUH

The youth groups shall accommodate during the school holidays (ultimo June – medio August). The children groups are usually divided so that the youngest group travels before the school holiday and the two remaining groups travel after the school holiday. As far as possible, the stays will be planned so that one group will replace another.

The final size of a group depends on the number of seats available on commercial flights.

The Contractor can normally expect to receive information on the exact number of patients and dates in December in the year prior to the stay. The parties shall sign a delivery agreement when the exact number of patients and estimated time of arrival and departure are agreed upon. The Contractor will receive the patients' names and other relevant patient information approximately four weeks before the group arrives.

The program is dependent on funding from the Norwegian Parliament (Stortinget) and the number of patients may therefore vary from one year to another. If the funding lapses in total, the Customer will no longer be able to avail this agreement. Based on funding from previous years, the yearly value of the contract is estimated to approximately 4-4,5 million Norwegian kroner (NOK).

The travel (by plane) from Norway to the destination airport and back will be organized and paid for by OUH. OUH has a framework agreement with a Norwegian travel agency (Egencia) for organizing the travel.

OUH intends to enter into one (1) framework agreement. If it turns out the winning offer does not have the required capacity, temperature, or other an additional framework agreement will be entered into to cover the total need for treatment stays.

The framework agreement is valid from 1.1.2021 – 31.12.2021. It can be extended for one year at a time for up to three (3) years, with a maximum agreement period of four (4) years (1+1+1+1).

## **1.4 Procurement procedure/announcement**

The competition will be conducted in accordance with the Norwegian Public Procurement Act of 17 June 2016 No. 73 (Procurement Act) and the Public Procurement Regulation of 18 August 2016 No. 974 (Procurement Regulation) Part I and IV.

The Contracting Authority reserves the right to carry out dialogue or negotiations with one or more Tenderers. All aspects of the submitted tender may be subjected to dialogue or negotiations. Negotiations will not be carried out if the Contracting Authority, after having received the tenders, considers that negotiations are not opportune. Dialogue in terms of corrections/clarifications of the tenders will be carried out if necessary. The dialogue/negotiations can be performed either in writing or in meetings.

The Contracting Authority requests the Tenderers to submit their best offer as the use of negotiations are uncertain.

The tender is announced in the Norwegian DOFFIN database and in the European TED database.

## **1.5 Communication**

All communication in the process shall take place via the Merccell portal in the form of messages sent to the system, [www.merccell.no](http://www.merccell.no). Other communication with persons involved in the decision-making process is not allowed, and other requests cannot be expected to be answered. For questions pertaining all providers, Sykehusinnkjøp will answer this anonymously to all the providers.

The tenderer must provide a contact person for the competition, with the associated address and e-mail address. If replacing the contact person, Sykehusinnkjøp shall be informed via Merccell.

## **1.6 Corrections, supplements and changes to the tender documentation**

The Contracting Authority reserves the right to correct, supplement or make changes in the tender documentation that are not substantial/significant before end of May 8<sup>th</sup>, 2020 (Norwegian time).

Information will be available via Merccell.

## **1.7 Ethical conditions for participating in the competition**

It is unacceptable for communication to take place between a participating Tenderer and its employees and the Contracting Authority and its employees other than provided for in the tender documents and in accordance with the Norwegian rules on Public Procurement.

Communication between the Contracting Authority and the Tenderers shall be conducted by email and with the contact person in paragraph 1.4. The Contracting Authority reserves the right to cancel the competition and to reject participating Tenderers if attempts to influence the outcome have been made.

## **1.8 Ethical requirements applicable to Tenderers during the contract period**

The public sector is Norway's largest customer and consumer and is part of the global trade in goods and services. Annex 5 will therefore constitute a part of the contract. If a Tenderer uses a sub-supplier or sub-suppliers to perform the contract, the Tenderer shall be obliged to communicate the requirements to its sub-supplier(s) and to support its/their compliance with them.

## **1.9 Duty of disclosure regarding OUH's anti-corruption policy**

OUH's values state that it wishes to be a transparent, responsible institution. The hospital must have managers and staff who take responsibility for the values of quality, safety and respect in their daily work. Clarity, transparency and compliance play an important role in the hospital's reputation. Contractual partners must be met with respect, understanding and knowledge, and be treated impartially and fairly by the hospital's employees.

OUH has established a whistleblowing service to make it easy and safe to disclose censurable, unethical or illegal conditions within the enterprise. Examples in this regard include financial irregularities, corruption, bullying and harassment.

OUH is against corruption and works continuously to combat acts of corruption. Accordingly, all contracts contain a duty of disclosure in respect of suspicions or knowledge of corruption.

Corruption is the abuse of trust to secure a personal advantage. Corruption is that someone demands, receives or accepts an offer of an improper advantage or reward by virtue of his or her position, office or assignment. Both the person who makes and the person who accepts such benefits can be punished for corruption. All forms of corruption are prohibited. The Norwegian General Civil Penal Code of 20 May 2005 No 28 contains three provisions which are particularly important in the fight against corruption. These are § 387 concerning corruption, § 388 concerning gross corruption and § 389 concerning trading in influence. Corruption is punishable by imprisonment for up to three years, while in cases of gross corruption the maximum penalty is 10 years.

## **1.10 Wages and working conditions in public contracts**

The Norwegian regulation relating to Wages and Working Conditions under Government Contracts of 8 February 2008 No 112 apply to purchases of services or building and construction works exceeding NOK 1.6 million excluding value added tax; see section 4 of the Regulations.

The purpose of the Regulation is to help ensure that employees in enterprises which perform services or building and construction works for public principals do not have poorer pay and working conditions than set out in applicable national wage agreements or otherwise customary for the relevant place and profession; see section 1 of the Regulation.

The Tenderer and any sub-supplier(s) shall be capable of documenting, at the Contracting Authority's request, the pay and working conditions of employees who contribute to the performance of the contract. The Contracting Authority reserves the right to implement necessary sanctions if the Tenderer or its sub-supplier(s) do not comply with pay and working condition requirements.

A self-declaration relating to wage and working conditions shall be submitted as part of the tender, see template in Annex 6.

### **1.11 Public access to tenders and the procurement record**

Tenders and procurement records can be exempted from public disclosure until the choice of Tenderer is finalised; see § 23, third paragraph, of the Norwegian Freedom of Information Act of 19 May 2006. From this point in time and onwards, access can be requested to these documents, although exceptions may be made for information which is subject to a statutory duty of confidentiality. Typical confidential information is information regarding personal matters and trade secrets (technical devices and procedures, as well as operational or business matters which for competition reasons it is important to keep secret in the interests of the person whom the information concerns).

### **1.12 Costs**

Tenderers are expected to prepare and submit the tender at their own expense and risk. Costs and expenses incurred by the Tenderer related to the procurement shall be borne by the Tenderer. The Contracting Authority undertakes no economic liability for work performed in connection with the Tenderer's participation in the competition. The submitted tender documents will not be returned to the Tenderer.

### **1.13 Inspection visits**

The Contracting Authority reserves the right to visit treatment institutions that have a realistic opportunity to be awarded a contract. Inspection will be undertaken in accordance with the principles of equal treatment, transparency and verifiability.

During the visit, the Tenderer shall give the Contracting Authority a guided tour of the relevant premises and facilities to document that the mandatory requirements in the requirements specification are fulfilled.

Visits to treatment institutions will be notified well in advance.

Any costs incurred by the Contracting Authority as a result of such visits, will be covered by the Contracting Authority.

## 1.14 Timetable

The Contracting Authority has made a tentative timetable for the procurement process. The estimated times and deadlines may be changed. Updated times will be communicated.

Activity	Time/deadline
Deadline for asking questions regarding the tender document	6. May 2020, 10 AM
Deadline for submitting tender	15. May 2020, 1 PM
Evaluation of tenders	Week 21-23
Information about contract award	Week 24
Signing of the contract	Week 26

## 1.15 European Single Procurement Document (ESPD)

European Single Procurement Document (ESPD) is a self-declaration of the businesses' financial status, abilities and suitability for a public procurement procedure. As a preliminary documentation that there are no grounds for rejection and fulfilment of qualification requirements, the supplier must complete the ESPD integrated into Mercell.

In accordance with the Procurement Regulations section 17-1 (3), the Contracting Authority may at any time in the competition ask for all or part of the proof of proof if necessary to ensure that the competition is conducted properly.

In this competition, documentation of fulfilment of qualification requirements should be uploaded to Mercell together with the tender.

## 2 Requirements relating to the Tenderers' qualifications

Tenderers shall have an organisational structure which is suited to ensure that the contractual obligations are met throughout the contract period. For this reason, there are requirements relating to technical qualifications and economic and financial strength of the Tenderer.

The Tenderers shall describe and document their qualifications in the order and in the manner requested below. Only Tenderers who satisfy the qualification requirements will have their tenders evaluated.



## 2.1 Mandatory requirements

<b>Qualification requirement</b>	<b>The Tenderer shall have a legally founded business.</b>
<b>Documentation</b>	<ul style="list-style-type: none"> <li>○ A company certificate or certificate for registration in professional registers as decided by law in the country where the Tenderer is situated.</li> </ul>

## 2.2 Financial qualifications

<b>Qualification requirement</b>	<b>The Tenderer shall have sufficient economic and financial solidity to perform the contractual obligations.</b>
<b>Documentation</b>	<p>The Tenderer shall submit the following economic key figures for the last three fiscal years (if available):</p> <ul style="list-style-type: none"> <li>○ Operating profit (or loss)</li> <li>○ Net profit (or loss) for the year</li> <li>○ Total equity</li> <li>○ Total debt/liabilities</li> </ul> <p>The Tenderer shall submit an independent auditor's annual report for the last fiscal year.</p> <p>Tenderers may be subject to a credit appraisal.</p>

## 2.3 Technical/professional qualifications

<b>Qualification requirement</b>	<b>The Tenderer shall have good qualifications and capacity with regard to the contractual obligations.</b>
<b>Documentation</b>	<p>The tenderer shall include a brief description of:</p> <ul style="list-style-type: none"> <li>○ The history, organization and owners of the institution.</li> <li>○ An organizational chart with description of present organization relevant for the offered treatments and services</li> <li>○ If the Tenderer intends to rely on sub-supplier(s), a declaration of commitment (see template in Annex 7) shall be submitted that shows that the Tenderer will have the necessary resources at its disposal during the entire contract period.</li> </ul>

## 3 Requirements relating to the tender

### 3.1 Language

The submitted documents relating to the tender shall be written in Norwegian, Swedish, Danish or English.

### 3.2 Submission of offers

All offers must be delivered electronically via the Mancell portal, [www.mercell.no](http://www.mercell.no), within the offer deadline. Late arrivals will be rejected. The system does not allow submitting offers electronically after the expiry of the deadline.

If a provider does not have a Mancell user, or has questions related to functionality in the tool, contact Mancell Support on phone: +47 21 01 88 60 or by e-mail to: [support@mercell.com](mailto:support@mercell.com)

It is recommended that the offer is delivered well in advance of the deadline. Delivered offers can be changed until the expiration of the offer deadline. The last delivered offer is considered the final offer.

The Contracting Authority requests the Tenderer to submit an electronic version of the tender, in which matters which are considered business secrets are redacted. Regardless of this, if an application for public access is made, the Contracting Authority will assess whether the information is of such a kind that the Contracting Authority is obliged to exempt it from public disclosure. This version must be submitted within the deadline.

### 3.3 Structure of the tender

The tender shall have the following structure:

Structure	Description	Naming
<b>Annex 1</b>	<b>Tender letter:</b> Shall be dated and signed by an authorised representative of the Tenderer. See Annex 3.	<Tenderer's name_tenderletter.pdf>
<b>Annex 2 (a, b, c...)</b>	<b>Account regarding qualification requirements:</b> Details of and documentation on the qualification requirements. See chapter 0 in the tender documentation.	<Tenderer's name_Annex 2_qualification.pdf>
<b>Annex 3</b>	<b>Price:</b> A complete and price matrix. See Annex 4. Pricing in accordance with chapter 3.6 and 4.2.	<Tenderer's name_Annex 3_price.xls>
<b>Annex 4 (a, b, c...)</b>	<b>Description of the delivery being offered:</b> Details of and documentation on the award criteria other than price (see sections 4.1 and 4.2), including the requirement specification (Annex 1a and 1b).	<Tenderer's name_Annex 4_requirements.pdf>

<b>Annex 5</b>	Any information/brochures related to the requested information above	<Tenderer's name_Annex 5_name.pdf>
<b>Annex 6</b>	Redacted version of the Tender. If necessary, this can be split into separate documents.	<Tenderer's name_Annex 6 Redacted version.pdf>

### 3.4 Alternative tenders

Alternative tenders will not be accepted.

### 3.5 Validity of the final tender

The tender will be valid and binding for six (6) months following the date and time of the final submission.

### 3.6 Information about pricing

Prices shall be stated in Annex 4. All prices must be in NOK including VAT and all local taxes (if any). Price adjustments during the agreement period is according to the framework agreement.

The prices must include all relevant costs necessary to fulfil all the requirements in the tender documents. Only costs related to safe storage of valuables, laundry, admission tickets in connection with excursions and education may be exempted from the daily cost per patient/companion.

## 4 Settlement of the competition

### 4.1 Award criteria with priority

A contract will be awarded based on which tender that has the best ratio of cost and quality, evaluated based on the award criteria set out below.

Award criteria, in prioritized order:

1. Quality
2. Prices

To enable the Contracting Authority to conduct an objective evaluation of the tenders, Tenderers must provide complete information about each award criterion in their tenders. Missing information may result in the rejection of a tender or affect the outcome of the award of contracts.

### 4.2 Details of the award criteria

Emphasis will be given to matters which are material to the award criteria, and the factors listed for the award criteria are intended as guidance for Tenderers. The list below is not exhaustive about the individual award criterion.

**a) Quality**

Under this criterion the following parts of the requirement specification will be evaluated, in prioritized order:

1. Chapter 2.7 Quality of treatment
2. Chapter 2.2 Security and safety
3. Chapter 2.1 Climate
4. Chapter 2.3 Travel time
5. Chapter 2.4 Accommodation and 2.5 Capacity
6. Chapter 2.11 Education
7. Chapter 2.9 Hygiene and 2.10 Facilities and accommodation for Norwegian personnel

These elements will be evaluated based on the Tenderer's answer in the requirement specification. All requirements related to one chapter will be evaluated together.

**b) Prices**

Under this criterion, the prices which are submitted in the price matrix (Annex 4) are evaluated. The price per patient per day will be given the highest weight when evaluating this criterion.

Be aware that the prices must be filled in correctly in the price matrix to ensure a correct evaluation.

### **4.3 Cancellation and rejection**

The Contracting Authority reserves the right to discard all Tenderers or cancel the competition if there is factual reason cf. the Procurement Regulations §10-4 (1). Cancellation might occur as a result of loss of financing.

All divergence and reservations to the Tender documents should be clearly stated in the tender letter. They must be described in a clear and precise way and be possible to calculate.

Any divergence or reservations in relation to the Tendering documents involves a risk of rejection from the competition.

Any reference by the Tenderer to standard delivery terms or similar documents will be regarded as reservations if such documents deviate from the tender documents.

## **5 Information about the framework agreement**

### **5.1 Form of agreement and contract period**

The framework agreement in Annex 2 with appendices will be used as the contractual conditions.

The framework agreement is valid from 1.1.2021 – 31.12.2021. Unless the Customer terminates the Agreement by giving three (3) months' notice prior to the renewal date, the agreement will be automatically extended for one year at a time for up to three (3) years. The maximum agreement period is four (4) years (1+1+1+).

The Contracting Authority is not obliged to purchase a particular volume during the contract period.

One (1) contract will be awarded.

## 6 Annexes

<b>Annex no.</b>	<b>Documents</b>
<b>1a</b>	Requirement specification
<b>1b</b>	Capacity (related to requirement 2.5.1)
<b>1c</b>	Treatment plan – example (related to requirement 2.7.3.6)
<b>2</b>	Draft framework agreement
<b>3</b>	Template tender letter
<b>4</b>	Price matrix
<b>5</b>	Ethical/social criteria - Contractual conditions
<b>6</b>	Self-declaration relating to wage and working conditions
<b>7</b>	Declaration of commitment – sub-contractor