

Sykehusinnkjøp HF

Organisasjonsnummer 916 879 067
Telefon 78 95 07 00
post@sykehusinnkjop.no
Sykehusinnkjøp HF, Postboks 40, 9811 Vadsø

Invitation to Tender

Open Procedure According to The Public Procurement Act and Public Procurement Regulations, Part IV

The Procurement of Climate Therapy Treatments For Norwegian Patients With Post-Polio Syndrome For Oslo universitetssykehus HF

Case number 2022/1655



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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 The Contracting Authority

The Contracting Authority for the procurement is Oslo University Hospital Health Trust (hereafter "OUH" or the "Customer"). 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 <https://oslo-universitetssykehus.no/Sider/Oslo-University-Hospital.aspx>.

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

1.2 Climate Therapy Treatments

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

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 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 purchase of climate therapy treatments for Norwegian patients with post-polio syndrome.

OUH intends to enter into one (1) framework agreement for treatment stays in warm and sunny (Mediterranean-like) climate for adult patients with post-polio syndrome (hereafter the "**Framework Agreement**"). If it turns out the winning offer does not fulfill the requirements regarding capacity, temperature etc. can an additional framework agreement be entered into in order to cover the total need for this procurement.

The Framework Agreement is valid from 01.01.2024 – 31.12.2024. It can be extended for one year at a time with a maximum agreement period of four (4) years (1+1+1+1).

The patients apply for climate therapy treatments abroad through a program owned by OUH, Department for Therapeutic Treatments Abroad (*Seksjon for Behandlingsreiser*). The physicians at OUH grant climate therapy treatments 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.



The number of patients will be approximately 80-120 per year. OUH intends to send 4 groups a year, one group of patients will consist of 20-30 patients. About 4-6 patients per group are in a wheelchair. The final size of a group depends on the number of seats available on commercial flights.

The treatment stay shall last for four (4) weeks (28 days). The treatment shall take place in the period from September to May. An offer can be submitted for one, several or all months.

Contractor can normally expect to receive information on the exact number of patients and dates in October/November 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. 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.

The patients reside all over Norway. The travel (by plane) from Norway to the destination airport and back will be organised and paid for by OUH. OUH has a framework agreement with a Norwegian travel agency (Egencia) for organising the travel.

OUH has an agreement with If-Europeiske insurance company (<https://www.europeiske.no>).

1.4 Procurement Procedure/Announcement

The tender 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 12 August 2016 No. 974 (Procurement Regulation) Part I and IV.

The Customer reserves the right to carry out dialogue or negotiations with one or more tenderers (the "**Tenderer(s)**"). All aspects of the submitted tender may be subjected to dialogue or negotiations. Negotiations will not be carried out if the Customer, 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 Customer requests that Tenderers 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 platform www.mercell.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 to all providers, the Customer will answer this anonymously to all the providers.

The Tenderer must provide a contact for the competition, with the associated address and e-mail address. If the contact changes, the Customer shall be informed. The Customer does not accept



responsibility for information that does not arrive because the contact person has changed without notice to the Customer in accordance with the rules of competition.

1.6 Ethical Conditions for Participating in the Tender

It is unacceptable for communication to take place between a participating Tenderer and its employees and the Customer and its employees other than provided for in the tender documents and in accordance with the Norwegian rules on Public Procurement. The Customer reserves the right to cancel the competition and to reject participating Tenderers if attempts to influence the outcome have been made.

1.7 Ethical Requirements Applicable to Tenderers During the Contract Period

If a Tenderer uses a sub-supplier or sub-suppliers to perform the contract, then the Tenderer shall be obliged to communicate the requirements to its sub-supplier(s) and to support its/their compliance with them. Annex 5: Ethical and social criteria will constitute a part of the Framework Agreement.

1.8 Duty of Disclosure Regarding OUH's Anti-Corruption Policy

OUH's values state that it wishes to be a transparent, responsible institution. A 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 of our 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.

1.9 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 Regulations is to help ensure that employees in enterprises which perform services or building and construction works for public principals do not have lower wages and working conditions than set out in applicable national wage agreements or otherwise customary for the relevant place and profession.



The Tenderer and any sub-supplier(s) shall be capable of documenting, at the Customer's request, the remuneration and working conditions of employees who contribute to the performance of the contract. The Customer 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: Self Declaration Relating to Wage and Working Conditions.

1.10 Public Access to Tenders and the Procurement Record

Tenders and procurement records can be exempted from public disclosure until the choice of the 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).

1.11 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 Customer 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.

1.12 Inspection Visits

The Customer 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 Customer a guided tour of the relevant premises and facilities to document that the mandatory requirements in the requirements specification are fulfilled.

Any visits to treatment institutions are planned to take place in late February/early March 2023. Tenderers will be notified of the exact date/time.

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

1.13 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 Customer 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 Merccell together with the tender.

2 Qualifications Requirements

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.

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

Qualification requirement	The Tenderer shall have a legally founded business.
Documentation	A company certificate or certificate for registration in professional registers as decided by law in the country where the Tenderer is situated.

Qualification requirement	The Tenderer shall operate in an ethical manner.
Documentation	If the Tenderer has been convicted with final legal effect of corruption, fraud or money laundering in the last five years, or has been convicted of criminal offences relevant to professional conduct, the following must be described: <ul style="list-style-type: none">• The sentence and the circumstances of the case• The measures that are taken

Qualification requirement	The Tenderer should not be in arrears related to the payment of taxes and other public charges.
Documentation	Norwegian Tenderers: <ul style="list-style-type: none">• "Certificate for tax and value added tax" ("Attest for skatt og merverdiavgift").• The date on "The certificate for tax and value added tax" shall not be older than 6 months, calculated from the tender submission deadline.

2.2 Financial Qualifications

Qualification requirement	The Tenderer shall have sufficient economic and financial solidity to perform the contractual obligations.
Documentation	The Tenderer shall submit the following economic key figures for the last three fiscal years (if available): <ul style="list-style-type: none">• Operating profit (or loss)• Net profit (or loss) for the year• Total equity• Total debt/liabilities



	The Tenderer shall submit an independent auditor's annual report for the last fiscal year. Tenderers may be subject to a credit appraisal.
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2.3 Technical/Professional Qualifications

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

3 Tender Requirements

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 Merccell portal, www.merccell.no, within the offer deadline. Late arrivals will be rejected. The system does not allow submitting offers electronically via Merccell after the expiry of the deadline.

If a provider does not have a Merccell user, or has questions related to functionality in the tool, contact Merccell Support on phone: +47 21 01 88 60 or by e-mail to: support@merccell.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.

3.3 Tender Structure

The tender shall have the following structure:

Comment	Structure	Electronic version
See Annex 3	Tender letter: Fully completed tender letter.	<Tenderer's name_tenderletter.pdf>



See chapter Feil! F ant ikke referanseilden. in the Invitation to tender	Requirements relating to Tenderers' qualifications: Details of and documentation on the qualification requirements.	<Tenderer's name_qualification.pdf>
See Annex 4	Price: Fully completed price matrix. Pricing in accordance with section 3.6 below.	<Tenderer's name_Annex X_price.xls>
See Annex 1a and Annex 1b, sections 4.1 and 4.2, including the requirement specification	Description of the delivery being offered: Details of and documentation on the award criteria other than price.	<Tenderer's name_Annex X_requirements.pdf>
Optional	Any product information/brochures related to the requested information above.	<Tenderer's name_Annex X_Annex Y.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

Price shall be stated in Annex 4: Price matrix. The price must be in NOK including VAT and all local taxes (if any).

The price must include all relevant costs necessary to fulfil all the requirements in the tender documents. Only costs related to safe storage of valuables and laundry may be exempted from the daily cost per patient.

4 Settlement of the Competition

4.1 Award Criteria With Priority

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



Award criteria, in prioritised order:

1. Security and safety
2. Quality
3. Prices

To enable the Contracting Authority to conduct an objective evaluation of the tenders, Tenderers must provide complete information with regard to 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 with regard to the individual award criterion.

a) Security and safety

See requirement number 2.1 in Annex 1a: Requirement specification.

b) Quality

Under this criterion the following parts of the Requirement Specification will be evaluated, in prioritised order:

1. Chapter 7: Quality of treatment
2. Chapter 4: Accommodation; standard and facilities and Chapter 5: Capacity and accommodation for patients
3. Chapter 3: Travel time
4. Chapter 9: Hygiene

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.

c) Prices

Under these criteria, the prices which are submitted in Annex 4 – Price Matrix are evaluated.

Be aware that the price must be filled in correctly in Annex 4 – 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 the 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 01.01.2024 – 31.12.2027. It can be extended for one year at a time for up to three years, with a maximum agreement period of 4 years (1+1+1+1).

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

6 Annexes

Annex no.	Document
1a	Requirement Specification
1b	Capacity and Accomodation For Patients
2	Framework Agreement
3	Tender Letter
4	Price Matrix
5	Ethical and Social Criteria
6	Self-Declaration Relating to Wage and Working Conditions
7	Declaration of Commitment (Sub-contractor)