

**INVITATION TO QUOTE**

**Invitation to Quote for a Telemedicine Solution for Stroke Services**

Tenders to be submitted by **12:00 26th May 2017**

Tenders must be submitted to niall.fowler2@nuh.nhs.uk

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1. **SECTION 1 - INVITATION TO TENDER**
   1. **About this Document**
      1. This document is an invitation to tender for the provision of aTelemedicine Solution for Stroke Services. The tender is issued for and on behalf of Nottingham University Hospitals NHS Trust (“NUH”).
      2. NHS Terms and Conditions will apply to this contract.
      3. The intention is to award a contract for a three year period. The contract is to commence on 1st October 2017.
   2. **About this Section**
      1. This section lists instructions that are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please provide your tender in the format and in the quantities and form requested. Your tender should be in English.
   3. **Goods and Services Tendered**

1.3.1 NUH requires tenders in respect of the goods or services described in Section 4 of this ITT (the “Services”).

1.3.2 NUH intends to contract on the basis of the Contract Documents substantially in the form set out in Appendix 3 of the ITT.

* 1. **Tender Process**
     1. The Conditions of Tender set out at Section 2 will govern the tender process. The Tenderer must observe the requirements of the Conditions of Tender set out at Section 2.
     2. Tenderers should note that they should ensure the accuracy of their bids.
     3. Tenderers should note that in the event that their final bid is successful, it shall be a criteria for acceptance of goods and services, equipment and facilities under the acceptance testing regime that goods and services, equipment and facilities substantively meet the standards, capabilities and attributes claimed and asserted in Tenderer’s final bid.

1. **SECTION 2 - CONDITIONS OF TENDER**

2.1 Conditions applying to Tenders

2.1.1 Every tender received by NUH shall be deemed to have been made subject to the conditions set out in this Section 2 and elsewhere in this ITT. Any alternative terms or conditions offered by or on behalf of a Tenderer shall, if inconsistent with these conditions, be deemed not to apply unless expressly accepted by NUH in writing.

2.1.2 You may not alter any of the documents. Any modification which you think is necessary must be detailed in your submitted tender.

* + 1. NUH may reject any tenders if the complete information called for is not given at the time of tendering.
    2. Not used.

2.1.5 Canvassing

Any Tenderer who;

a) directly or indirectly attempts to obtain information from any member, employee, agent or contractor of NUH concerning the process leading to the award of the contract; or

b) directly or indirectly attempts to obtain information from any member, employee, agent or contractor of NUH concerning any other Tenderer or proposed Tenderer; or

1. directly or indirectly canvasses any member, employee, agent or contractor of NUH concerning the award of the contract;
2. fails to complete the Canvassing Certificate (Appendix 4)

may be disqualified from the tender process by NUH.

2.1.6 Confidentiality of tender information and documents

All information supplied by NUH in connection with this ITT shall be regarded as confidential to NUH and is supplied to the Tenderers on condition that it is used in connection with the preparation of a tender in response to this ITT and for no other purpose.

This ITT and its Appendices are and shall remain the property of NUH and must be returned upon demand.

2.1.7 Collusive tendering

A Tenderer shall be disqualified, (without prejudice to any other civil remedies available to NUH), if it:-

1. fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other Tenderer; or
2. communicates to any person other than NUH the amount or approximate amount of its proposed tender or information that would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
3. enters into any agreement or arrangement with any other potential Tenderer that either shall refrain from tendering or as to the amount of any tender to be submitted; or
4. offers or agrees to pay or give or does pay or give any sum 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 contract any act or omission.
5. fails to complete the Certificate of Non-Collusive Tendering (Appendix 4).

2.1.8 Freedom of Information

1. The Tenderer acknowledges that NUH is subject to the requirements of the Freedom Of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 and shall assist and cooperate with NUH (at the Tenderer’s expense) to enable NUH to comply with these Information disclosure requirements. “Information” has the meaning given under section 84 of the FOIA.
2. NUH shall be responsible for determining at its absolute discretion whether the information submitted by a Tenderer is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
3. The Tenderer acknowledges that NUH may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose Information:
   * 1. without consulting with the Tenderer, or
     2. following consultation with the Tenderer and having taken its views into account.
4. The Tenderer acknowledges that any notification provided by it outlining Confidential Information are of indicative value only and that NUH may nevertheless be obliged to disclose Confidential Information in accordance with paragraph 2.1.8(c) above. “Confidential Information” means any information which has been designated as confidential by either NUH or the Tenderer in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information.
5. **Tender Compliance**
   1. Submission of the Tender

The tender comprising the information required by this ITT must be submitted via the email address - no later than **12:00 26th May 2017.**

3.1.1Tenders must be accompanied by information requested by this ITT.

3.1.2 All tender documents must be drawn up in the English language. The electronic submission should be in the formats specified below:

|  |  |
| --- | --- |
| **File Type** | **Software Package** |
| Text based documents | Microsoft Word (Version 2000 or later) |
| Spreadsheet based documents | Microsoft Excel (Version 2000 or later) |
| Project programme files | Microsoft Project (Version 2000 or later) |
| Graphics files | PowerPoint (Version 2000 or later) |
| Reports and accounts | Adobe Acrobat PDF, or MS Word |

3.2 Receipt of Tenders

3.2.1 Tenders will be received up to **12:00 26th May 2017** via email to niall.fowler2@nuh.nhs.uk

* + 1. All tender documentation must be received by NUH within a single email unless otherwise agreed. All file names must include the tender reference and a relevant file description.
    2. Please note that tenders will not be received or accepted after the closing date and time.
  1. Acceptance of Tenders
     1. By issuing this ITT, NUH is not bound in any way to award a contract and does not have to accept the lowest priced or any tender and reserves the right to accept the whole or any specified part of the tender unless the Tenderer expressly stipulates otherwise.
     2. This ITT shall not constitute an offer capable of acceptance by any Tenderer or the successful Tenderer (if any).
     3. This ITT shall not constitute a contract, agreement or representation that a contract (whether in the form of the Contract Documents or otherwise) shall be offered under this process or at all.

3.3.4Period for which Tenders shall remain valid

Unless otherwise stated by the Tenderer, tenders shall remain valid for 180 days from the closing date for receipt of tenders and the Tenderer shall not seek to renegotiate the pricing set out in such tender.

3.3.5Amendments to the Tender Documents

NUH reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by NUH. Where amendments are significant, NUH may at its discretion extend the deadline for receipt of tenders.

3.3.6Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with NUH will disqualify your tender from being considered and may constitute a criminal offence.

3.3.7 Costs and Expenses

You will not be entitled to claim from NUH any costs, expenses or liabilities that you may incur in preparing your tender (whether or not your tender is successful and irrespective of whether NUH chooses not to award any contract at all), or in connection with any subsequent discussions. Tenderers must obtain for themselves at their own responsibility and expense all information and professional advice necessary for the preparation of their tender.

* 1. Recommended Bidder stage  
     1. Due Diligence

NUH reserves the right to conduct necessary due diligence on bids before a Recommended Bidder is appointed and before signature of any contract.

* + 1. De-selection of Recommended Bidder

Following the appointment of a recommended bidder, in the event that the recommended bidder:

* makes a material alteration to the bid which formed the basis of its selection as recommended bidder (whether as to price or any other aspect of its bid); or
* in the reasonable opinion of NUH fails to make satisfactory progress towards signature of the contract; or
* in the case of trials, failure to satisfactorily conclude the trial in line with the agreed required standards; and
* in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of NUH within a defined time period having been served notice in writing by NUH;

then NUH shall be entitled to de-select the recommended bidder and at the absolute discretion of NUH to exclude the recommended bidder from any further participation in the procurement. Under no circumstances will NUH or any of their respective advisers be liable for any costs or expenses incurred by the recommended bidder arising from such de-selection.

Where a recommended bidder is excluded from the process, NUH retains the right either to appoint the next highest scoring bidder as a new recommended bidder or to discontinue the process.

3.5 Form of Contract

3.5.1 A successful Tenderer will be required to execute a contract drawn up substantially in the form set out in the Contract Documents as set out in Appendix 3.

3.5.2 All Tenderers should consider the Contract Documents in detail. The Contract Documents set out the terms and conditions that will apply to this contract opportunity. Tenderers must understand the proposed mechanisms and risk allocation contained in the Contract Documents before pricing their tender.

3.5.3 NUH reserves the right to alter the Contract Documents prior to the tender return date.

3.5.4 NUH reserves the right to include within the Contract Documents as contractual terms some or all of the standards, capabilities and attributes claimed and asserted in the winning Tenderer’s bid.

3.5.5 Tenderer’s should note that should they be successful their bid will form the basis of the method statement included within the Contract Documents describing how the Services will be delivered.

3.6 Representations and Warranties

3.6.1 Whilst the information in the ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently NUH does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. NUH and/or its advisers do not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisers.

3.6.2 Each Tenderer to whom the ITT is made available must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary.

3.7 No Inducement or Incentive

3.7.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a tender or enter into any contract.

3.7.2 The ITT is not intended to provide the basis of any investment decision and should not be considered as a recommendation by NUH and/or any of its advisers.

3.8 Exclusion

3.8.1 NUH accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Tenderer in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between NUH and any Tenderer arising by virtue of this tender process.

3.8.2 Submission of a tender by a Tenderer shall be acceptance of the exclusion of liability set out at section 3.8.1 above.

3.9 Force Majeure

## 3.9.1 In the event of a force majeure event, NUH reserves the right to vary any condition, evaluation criteria, evaluation sub-criteria, evaluation methodology and/or contractual term set out in this Invitation to Tender.

## 3.9.2 For the purposes of this section, force majeure shall mean any cause beyond NUH’s reasonable control, including but not limited to a change in legislation (such term to include but not limited to any Act of Parliament or subordinate legislation within the meaning of section 21(i) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom).

* 1. Enquiries
     1. Whilst reasonable endeavours have been made to inform accurately potential respondents of the requirements of this ITT, the Services and the Contract Documents, Tenderers should form their own conclusions about the methods and resources needed to meet those requirements. NUH cannot accept responsibility for the Tenderer’s assessment of the contract opportunity.
     2. All enquiries regarding any aspect of this ITT should be submitted via the messaging service within the e-Sourcing portal**.** Any clarification questions received by NUH by any other method will not receive a response.

**Telephone enquiries will not be accepted.**

The last date NUH will accept questions concerning this ITT is **12:00 19th May 2017.**

* + 1. During the tender process the Trust may request written clarification from Bidders on their Bid. Any request for clarification on Bids shall be made through Bravo Solutions. Bidders’ responses will normally be required through Bravo Solutions and within two (2) business days of request. Failure to respond adequately or within the deadline will be reflected in the evaluation of the Bid and may result in exclusion of the Bidder from further participation in the Procurement process.
    2. In order to treat all Tenderers fairly and conduct a transparent process NUH will normally provide an anonymised copy of any clarificatory questions, and the answers to those questions, to all potential Tenderers.
    3. Potential Tenderers may request clarification in confidence, but in responding to any such requests NUH reserves the right to act in what it considers to be a fair and transparent manner, which may include circulating both an anonymised copy of the clarificatory question and the answer to all potential Tenderers.
    4. Under no circumstances (except as provided for within this ITT) shall potential Tenderers approach NUH, its staff or its advisors (directly or indirectly) seeking further information in relation to the procurement, whether in relation to specific clarificatory questions or more generally. Any such approach may be regarded as canvassing and a breach of the Canvassing Certificate and result in that potential Tenderer’s exclusion from the procurement process.

**SECTION 4 - SPECIFICATION**

Nottingham University Hospitals NHS Trust (NUHT) provides Health services to over 2.5 million residents for Nottingham and its surrounding communities, employing around 13,500 people on three sites QMC, Nottingham City Hospital and Ropewalk House. The NUHT Stroke service delivers specialised care to adults of all ages and treats around 1,550 strokes per year.

A telemedicine solution is currently in place to deal with out of hour’s (OOH) stroke emergencies. The current solution consists of 5 Telecarts, 10 end point subscriptions and software licencing. The system is now dated and some units have become very un-reliable.

NUHT will be looking for suitable replacement systems for the overall Telestroke service in the future; however, there is an immediate requirement for a replacement Telecart at Nottingham City Hospital (NCH).

The solution will provide consultants with a system that will allow the consultants to remotely interact with patients and staff on the stroke unit. This interaction will encompass the ability to see the patient in real time video and audio.

The patient and staff will also be able to see and hear the consultant in real time video and audio. The consultants must be able to establish this remote connection with the ward from a PC, Apple Mac or iPad client, which is freely available to install on any client device.

This remote connection will also provide the ability to view PACs images from the hospital based system.

The hospital based unit will be fully provided and supported by the supplier, if the cart loses connectivity or appears to have a fault or require charging the supplier will inform NUHT.

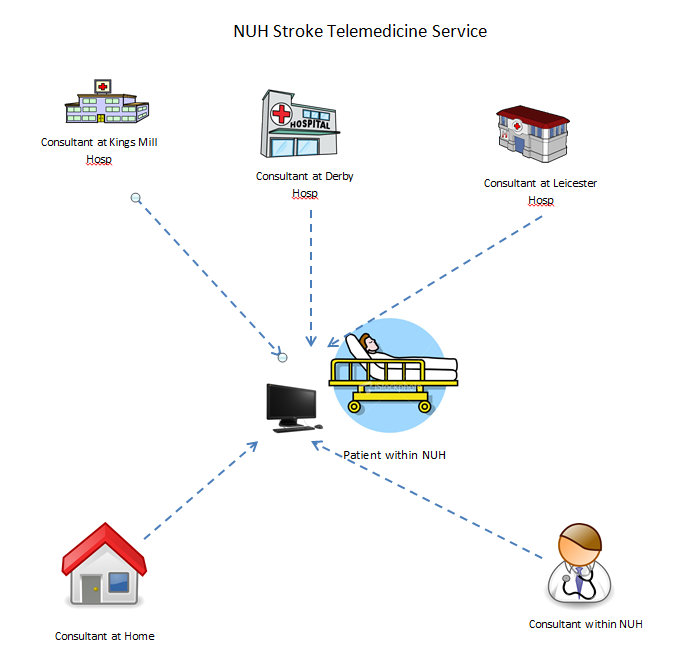
The connection quality from NUH to each of the consultants’ houses needs continuous monitoring for speed and bandwidth and steps taken to correct problems as they are discovered.

Illustrations that described the hosted service and user experience in fig 1 and fig 2 below. The proposed contract will be a fully encompassing for all services and hardware payable on an annual basis for a 3 year contract.

**Fig 1 – Hosted Service Model**



**Fig 2 – User Experience**

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## 5. EVALUATION APPROACH

## Evaluation Process

Each ITT will be evaluated in accordance with the criteria and process stated below.

* 1. Indicative Procurement Process Timeline
     1. NUH is intending to follow the timetable below. However, NUH reserves the right to amend these dates at any time during the process.

|  |  |
| --- | --- |
| **Activity** | **Dates** |
| Tender Documents available | 26/04/2017 |
| ITT completed and returned | 26/05/2017 |
| Evaluation of bids begins | 26/05/2017 |
| Supplier presentations | W/C 05/06/2017 |
| Contract Awarded/commences | W/C 19/06/2017 |

* 1. Guidance
     1. The tender process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous provider who has the appropriate capacity, capabilities and skills to deliver the goods and services as detailed in Section 4 - Specification. The evaluation criteria/methodology contained in this Section 5 – Process Timeline, Evaluation Criteria and Guidelines of this ITT shall be used to evaluate the suitability of each Tenderer.
     2. A Preferred bidder or preferred bidders will be appointed on the basis of the most economically advantageous tender judged on the evaluation criteria and methodology set out this Section 5.
     3. Each Tenderer must submit a compliant bid, which is a bid that complies with (but may exceed) all requirements of the specification and accepts the terms of the Contract Documents.
     4. The Tenderer is under a duty to notify NUH promptly should any information contained in their tender response cease to be accurate. Failure to do so will entitle NUH to disqualify that Tenderer from the process, or where the Tenderer has been awarded any contract as a result of this tender process NUH shall be entitled to terminate that contract.
     5. Where NUH is notified, or otherwise becomes aware that information supplied by the Tenderer in tender response is incorrect it may re-evaluate the Tenderer against its short-listing selection criteria and/or the Tenderer’s bid against evaluation criteria for tenders and may as a result of such re-evaluation remove the Tenderer from the tender process (where the Tenderer fails the short-listing selection criteria), and/or remark the Tenderer’s bid and adjust that bid’s ranking against other bids received.

* 1. Evaluation Criteria
     1. Responses will be evaluated as to how well the Supplier demonstrates that they can deliver the requirements stated in the Specification.
     2. The evaluation criteria are designed to allow the selection of the Bidder that represents the best Value for Money, rather than lowest price alone.
     3. Bidders’ responses will be evaluated based on the award criteria identified in the table in 5.2.4. These requirements are weighted to produce a “whole of Bid” grading for each ITT submission and reflect the specific needs of the Procurement. The requirements represent the key issues that are important to Nottingham University Hospital NHS Trust when determining the attractiveness, robustness and acceptability of Bidders’ proposals.
     4. Award Criteria

| Criteria | weighting (%) |
| --- | --- |
| **Quality** | **60** |
| **Commercial** | **40** |
| **Total** | **100** |

Clarification of responses/presentation

NUH will require the Tenderer to make a formal presentation to the selection panel in support of its tender where requires clarification of the bid.

Where clarification is used to finalise scores (presentations, demonstrations etc.) information obtained through that process may be used to adjust the preliminary score(s) allocated.

* + 1. The table in 5.3.6 below sets out the scoring mechanism that will be applied. It should be noted that the scoring mechanism is designed to allow assessors to establish that a Bidder’s response is satisfactory to deliver a requirement
    2. Scoring Mechanism

|  |  |
| --- | --- |
| 0 Inadequate  0 marks awarded | **Proposal lacks certain requirements in this area to achieve the required standard of service delivery / information totally inadequate**  Question has not been answered  Supplier unable to meet the specification or requirements of NUH  Lack / no understanding of the requirement |
| **If a score of 0 is awarded to any criteria, the bid will be eliminated from the process** | |
| 1 Concerns | **Some concerns that Proposal may lack certain requirements in this area to achieve the required standard of service delivery.**  Significant gaps in response  Insufficient level of technical detail  Lack of evidence that supplier can meet the requirements outlined within the specification and those pertinent to NUH.  Limited consideration of the project risks/dependencies.  No reference to previous experiences within an equivalent environment |
| 2 Potential | **Information indicating potential to deliver outcomes**  Some minor gaps in response.  Meets the requirements outlined within the specification and those pertinent to NUH.  Some consideration of the project risks/dependencies evidenced within the response  Some experience within an equivalent environment outlined |
| 3 Capable | **Clear and strong information indicating Proposal capable of delivering outcomes to required standard**  The bid is clear and concise.  Previous experienced evident and used to form bid.  Meets all of the requirements of the specification and those that are pertinent to NUH  Some consideration of the project risk/dependencies and the environment in which the contract will operate |
|  |  |
| PASS | Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Trust were to award a contract |
| FAIL | Information not provided or demonstrates that the level of risk associated with awarding a contract is unacceptably high |

* + 1. Weighted grading

The questions in the quality criteria are equally weighted with a maximum of 3 points available (see above).

For example:

There are 24 questions within the quality criteria. Therefore each question is worth up to 1/24 of the 60% quality criteria.

|  |  |  |
| --- | --- | --- |
| **Quality** | 60 |  |
| Question | Max points available | Points awarded |
| 1 | 3 | 1 |
| 2 | 3 | 2 |
| 3 | 3 | 2 |
| 4 | 3 | 3 |
| 5 | 3 | 2 |
| 6 | 3 | 1 |
| 7 | 3 | 3 |
| 8 | 3 | 2 |
| 9 | 3 | 1 |
| 10 | 3 | 1 |
| 11 | 3 | 3 |
| 12 | 3 | 1 |
| 13 | 3 | 3 |
| 14 | 3 | 2 |
| 15 | 3 | 2 |
| 16 | 3 | 1 |
| 17 | 3 | 3 |
| 18 | 3 | 3 |
| 19 | 3 | 3 |
| 20 | 3 | 3 |
| 21 | 3 | 3 |
| 22 | 3 | 3 |
| 23 | 3 | 3 |
| 24 | 3 | 3 |
| Totals | 72 | **54** |
| Total points awarded | |

**Stage 3 Financial Envelope Evaluations**

The lowest price will receive 100% of the score allocated to it and deviations from the lowest price will obtain a score reflective of the difference – i.e. 10% more expensive will obtain 10% lower score etc.

|  |  |  |  |
| --- | --- | --- | --- |
| Total evaluation score  (quality + price) | Bidder 1 | Bidder 2 | Bidder 3 |
|  | 51 + 32.9 = 83.9 | 45 + 40 = 85 | 42 +25.6 = 67.6 |

* + 1. Selection of a Preferred Bidder(s)
    2. A Bidder(s) will be selected as the preferred Bidder(s) for the requirements set out in Section 4 - Specification; however, the Trust reserves the right not to appoint a preferred Bidder, and may appoint multiple suppliers as detailed in the service specification

Once a preferred Bidder(s) is identified and an award decision has been made, all Bidders shall be informed of the outcome of the evaluation.

**APPENDIX 1– PRICING MATRIX**

## Please find for completion

**APPENDIX 2– TENDER RESPONSE DOCUMENT**

## Please find for completion

## APPENDIX 3 – NHS STANDARD TERMS AND CONDITIONS

## APPENDIX 4 – CANVASSING CERTIFICATE

## Please find for completion