## **Nottingham University Hospitals NHS Trust (NUH)**

## Invitation to tender for the Supply and Installation of Gym Equipment at the National Rehabilitation Centre (NRC)

## Reference Number: C299153

## Deadline for Tenders to be received: Monday 9th September 2024 @ Midday

**SECTION B: TENDER** **SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

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**1 Supplier Information**

|  |  |
| --- | --- |
| **1.1 Supplier details** | **Answer** |
| Full name of the Supplier completing this Annex B1 | Click here to enter text. |
| Registered company address | Click here to enter text. |
| Registered company number | Click here to enter text. |
| Registered charity number | Click here to enter text. |
| Registered VAT number | Click here to enter text. |
| Name of immediate parent company | Click here to enter text. |
| Name of ultimate parent company | Click here to enter text. |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | [ ]   |
| ii) a limited company | [ ]   |
| iii) a limited liability partnership | [ ]   |
| iv) other partnership | [ ]   |
| v) sole trader | [ ]   |
| vi) other (please specify) | [ ]   |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i) Voluntary, Community and Social Enterprise (VCSE) | [ ]   |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | [ ]   |
| iii) Sheltered workshop | [ ]   |
| iv) Public service mutual | [ ]   |

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| **1.2 Bidding model** |
| Please mark ‘X’ in the relevant box to indicate whether you are; |
| 1. Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself
 | [ ]   |
| 1. Bidding as a Prime Contractor and will use third parties to deliver some of the services

 If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]   |
| 1. Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services

 If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]   |
| 1. Bidding as a consortium but not proposing to create a new legal entity.

 If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | [ ]  **Consortium members**Click here to enter text.**Lead member**Click here to enter text. |
| 1. Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).

 If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | [ ]  **Consortium members**Click here to enter text.**Current lead member**Click here to enter text.**Name of Special Purpose Vehicle**Click here to enter text. |

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| **1.3 Contact details** |
| Supplier contact details for enquiries about this Annex B1 |
| Name | Click here to enter text. |
| Postal address | Click here to enter text. |
| Country | Click here to enter text. |
| Phone | Click here to enter text. |
| Mobile | Click here to enter text. |
| E-mail | Click here to enter text. |

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| **1.4 Licensing and registration (please mark ‘X’ in the relevant boxes)** |
| 1.4.1 | Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | [ ]  Yes[ ]  NoIf Yes, please provide the registration number in this box. Click here to enter text. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | [ ]  Yes[ ]  NoIf Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. Click here to enter text. |

## **Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice before completing this form.

|  |  |
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| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
 | [ ]  | [ ]  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 | [ ]  | [ ]  |
| 1. the common law offence of bribery;
 | [ ]  | [ ]  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 | [ ]  | [ ]  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 |  |  |
| (i) the offence of cheating the Revenue; | [ ]  | [ ]  |
| (ii) the offence of conspiracy to defraud; | [ ]  | [ ]  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; | [ ]  | [ ]  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | [ ]  | [ ]  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | [ ]  | [ ]  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | [ ]  | [ ]  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | [ ]  | [ ]  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | [ ]  | [ ]  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | [ ]  | [x]  |
| 1. any offence listed—
 |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or | [ ]  | [ ]  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | [ ]  | [ ]  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 | [ ]  | [ ]  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
 | [ ]  | [ ]  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
 | [ ]  | [ ]  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 | [ ]  | [ ]  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 | [ ]  | [ ]  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 | [ ]  | [ ]  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 | [ ]  | [ ]  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | [ ]  | [ ]  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | [ ]  | [ ]  |
| **Non-payment of taxes****2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | [ ]  | [ ]  |

1. **Grounds For Discretionary exclusion**

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;
 | [ ]  | [ ]  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
 | [ ]  | [ ]  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 | [ ]  | [ ]  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 | [ ]  | [ ]  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 | [ ]  | [ ]  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
 | [ ]  | [ ]  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 | [ ]  | [ ]  |
| 1. your organisation—
 |  |  |
| (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or | [ ]  | [ ]  |
| (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or | [ ]  | [ ]  |
| 1. your organisation has undertaken to
 |  |  |
|  (aa) unduly influence the decision-making process of the contracting authority, or | [ ]  | [ ]  |
|  (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or | [ ]  | [ ]  |
| 1. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
 | [ ]  | [ ]  |

**Conflicts of interest**

In accordance with question 3.1 (e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

## **Economic and Financial Standing**

## Bidders are required to provide evidence of their economic and financial standing as part of their Tender. This financial information will need to be in a format to enable the Authority’s Finance Department to easily analyse the information.

|  |
| --- |
| **Financial Information (please mark ‘X’ in the relevant boxes)** |
| Please provide one of the following to demonstrate your economic/financial standing; |  |
| 1. A copy of signed accounts for the most recent two years
 | [ ]  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation
 | [ ]  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position, and showing the split between current and non-current
 | [ ]  |
| 1. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status); showing details of the current cash position as minimum
 | [ ]  |
| Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this Annex B1, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. | [ ]  Yes[ ]  No |
| Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?If yes, please provide the name below:

|  |  |
| --- | --- |
| Name of the organisation: | Click here to enter text. |
| Relationship to the Supplier completing this Annex B1: | Click here to enter text. |

 | [ ]  Yes[ ]  No |
| If yes, please provide Ultimate / parent company accounts if available. | [ ]  Yes[ ]  No |
| If yes, would the Ultimate / parent willing to provide a guarantee if necessary? | [ ]  Yes[ ]  No |
| If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | [ ]  Yes[ ]  No |

1. **Technical and Professional Ability**

## Please provide details of three contracts, in the healthcare industry, that are relevant to the Authority’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.

## The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.

## Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

## Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

|  |
| --- |
| **Relevant experience and contract examples** |
| Contract example one |
| Name of customer organisation | Click here to enter text. |
| Point of contact in customer organisation | Click here to enter text. |
| Position in the organisation | Click here to enter text. |
| E-mail address | Click here to enter text. |
| Contract start date | Click here to enter text. |
| Contract completion date | Click here to enter text. |
| Estimated Contract Value | Click here to enter text. |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | Click here to enter text. |

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| Contract example two |
| Name of customer organisation | Click here to enter text. |
| Point of contact in customer organisation | Click here to enter text. |
| Position in the organisation | Click here to enter text. |
| E-mail address | Click here to enter text. |
| Contract start date | Click here to enter text. |
| Contract completion date | Click here to enter text. |
| Estimated Contract Value | Click here to enter text. |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | Click here to enter text. |

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| Contract example three |
| Name of customer organisation | Click here to enter text. |
| Point of contact in customer organisation | Click here to enter text. |
| Position in the organisation | Click here to enter text. |
| E-mail address | Click here to enter text. |
| Contract start date | Click here to enter text. |
| Contract completion date | Click here to enter text. |
| Estimated Contract Value | Click here to enter text. |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | Click here to enter text. |

## **Additional Sections**

## Bidders who self-certify that they meet the requirements for these additional sections will be required to provide evidence of this if they are successful during the standstill period as detailed in ITT Section A.

## **Note:** For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

|  |
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| * 1. **Insurance (please mark ‘X’ in the relevant box)**
 |
| 6.1.1 Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:Employer’s (Compulsory) Liability Insurance\* = £10,000,000.00Public Liability Insurance = £5,000,000.00Professional Indemnity Insurance = £5,000,000.00Product Liability Insurance = £5,000,000\* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | [ ]  Yes[ ]  No |

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| * 1. **Compliance with equality legislation (please mark ‘X’ in the relevant boxes)**
 |
| * + 1. In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?
 | [ ]  Yes[ ]  No |
| * + 1. In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?

If you have answered “yes” to one or both of the questions in this section, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  | [ ]  Yes[ ]  No |
| * + 1. If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?
 | [ ]  Yes[ ]  No |

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| * 1. **Environmental Management (please mark ‘X’ in the relevant boxes)**
 |
| * + 1. Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?

 If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select Bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | [ ]  Yes[ ]  No |
| * + 1. If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?
 | [ ]  Yes[ ]  No |

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| * 1. **Health and Safety (please mark ‘X’ in the relevant boxes)**

**Note:** Health and Safety policy to be provided as part of Tender submission |
| * + 1. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
 | [ ]  Yes[ ]  No |
| * + 1. Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?

If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.  | [ ]  Yes[ ]  No |
| * + 1. If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?
 | [ ]  Yes[ ]  No |

ANNEX B2
SPECIFICATION

This Specification will be inserted into Schedule 5 of the contract (Specification and Tender Response Document).

Note that references in this Annex B2 to schedules and clauses are to schedules and clauses of the contract.

**Note to Bidders:**

**The Bidder must respond to each row of the Specification below.**

**Write "Confirmed" to confirm acceptance of the row.**

**If not accepted, the Bidder must state why not and propose its alternative drafting. This must be full form drafting capable of being inserted into the contract.**

**Specification – Part 1: General**

1. Provision of supply and install of gym equipment.
	1. The National Rehabilitation Centre (NRC) is the first of its kind in the UK and will aim to deliver the specific and sophisticated rehabilitation people need to help them transition back to their normal lives after the setback of injury or illness – for example a road traffic accident, severe sporting injury or spinal trauma. It will be a flagship project providing technological advances and transformation of the NHS Rehabilitation services.
	2. The National Rehabilitation centre will house a main gym on the ground floor of the complex measuring approximately 173m2. This will provide an innovative and exciting environment for patients to rehabilitate in as well as provide the opportunity for research and innovation. The NRC will be a pilot site for a new clinical model and proof of concept, which will then be rolled out nationally. This provides a unique opportunity to work with the team to identify solutions that can transform patient care and advancements in the field of rehabilitation nationally.
	3. Nottingham University Hospitals NHS Trust on behalf of the NRC is looking for the Supply, Installation and commissioning of a range of cardiovascular and resistance equipment. The opportunity has arisen for quality suppliers and manufacturers of fitness equipment to quote to supply, deliver and install gym equipment with training, support and maintenance. The supplier will be required to provide gym equipment that is market leading, durable, innovative and safe that meets the varying needs of the NRC and its patients.
2. Specification
	1. Bidders are encouraged to review plans and drawings:
		1. Appendix C2 - NRC-RYD-ZZ-00-DR-A-5014-S4-P1-Room Loaded Information Gym,
		2. Appendix C3 - NRC-RYD-ZZ-00-DR-A-5047-S4-P1-Room Loaded Information - Patient Gym,
		3. Appendix C4 - NRC-RYD-ZZ-01-DR-A-5071-A5-C2-Room Loaded Information - Neuro Treatment Gym
	2. Bidders are encouraged to provide a proposal in line with the requirements of the NRC but also taking into account advancements in technology and innovation to provide a suitable solution for a medical rehabilitation centre. The trust has included an outline of design and placement of the equipment, bids will be accepted with alternative placement and design, keeping in mind that power and data sockets cannot be moved.
	3. Following discussions with gym providers and stakeholders, NRC’s minimum requirement for equipment is attached in the commercial appendix B; this list is subject to change dependant on budget.
	4. Following completion of the tender exercise and a preferred bidder is awarded, the trust will work with the supplier to confirm the exact requirements needed for NRC.
	5. The equipment must meet the following requirements:
		* Equipment must provide the capability to be used In clinical Practice and Research
		* The equipment should be digitally enabled allowing data to be drawn from it
		* Equipment should have the ability to monitor progress and be enabled to transfer data for research and clinical use (such as to Electronic Patient Record System in future)
		* Training should be provided to staff when required
		* The equipment needs to be able to support the intensity and high repetition requirements recommended
		* The equipment should be safe and easy to use under the guidance of Rehab assistant practitioners
	6. Bidders are expected to provide a solution that provides the best possible therapeutic outcomes for patients. The equipment should be market leading, durable, innovative, safe and meet the varying needs of patients referred to the centre but should also represent the very best in terms of financial value.
	7. Bidders must also include options for maintenance, servicing and support.
	8. Tenderers must submit full details of each of the items offered, including the manufacturer and model item reference, and if requested, provide such supporting materials (e.g. brochures/illustrations) to clearly demonstrate that their offer meets the specification Items should reference Full cardio and strength training options that are suitable for the variety of different patient types, e.g. wheelchair accessible and low resistance/slow start treadmill through to high functioning sports rehab patients requiring testing/analysis and high resistance.
	9. Equipment needs to show maximal versatility for a variety of different patient groups and students.
	10. Where applicable, all items offered must be supplied with all mandatory equipment, accessories and manuals (in the English Language). These must be included in the price of the item.
	11. All serial numbers, adjustment labels, and warning labels (if applicable) must be wear-resistant and must be firmly secured on all items. Where appropriate, labels must be suitable for visually impaired persons as well.
	12. If required, items must be available for inspection and test prior to the award of the contract.
	13. Tenderers must provide adequate and clear evidence that the proposed equipment meets all aspects of the specification. Failure to do so may result in your tender being excluded.
3. Training
	1. Training will be required for staff on operation of the equipment and processes for obtaining data and reporting.
	2. Training will be required for staff in basic user maintenance, upkeep, advice on appropriate cleaning materials and full workings of each machine including consoles.
	3. An operation manual must be provided for all equipment
	4. An online training guide should be provided for all equipment
	5. Additional days training should be included within the commercial submission.
4. Maintenance and Servicing
	1. A 1-year warranty must be provided on all equipment and 5-year standard maintenance contract.
	2. The contract should include 2 comprehensive services per annum, wear and tear on materials and labour must also be included.
	3. Digital Service reports should be provided to the trust after all visits that will include maintenance / repair activity that detail the work undertaken, any faults found, corrective or preventative actions taken and parts fitted.
5. Delivery and Mobilisation
	1. Bidders should review the programme plan (APPENDIX F) and align deliveries to this. The mobilisation will be done via multiple deliveries and the mobilisation plan should indicate this. All costs for delivery, installation and final sign off by the trust should be included with the costs. The programme plan is subject to change.
	2. All group two (2) items will be installed via IHP all group three (3) items will be installed by the winning bidder
	3. Prior to PC (building handover) 15 days 9th June – 27th June 2025
	4. Post PC (Building handed over to trust) 3rd July – 23rd July..
	5. Deliveries and installation could be undertaken on a live building site, all deliveries and installation will need to be approved by IHP and will be supervised.
	6. Multiple suppliers will be concurrently delivering goods.
	7. Any submission without a delivery/mobilisation plan will be classed as incomplete and excluded from the tender process.
6. Installation
	1. All electrical equipment must be installed to manufacturers guidelines
	2. All equipment should be electrical safety tested after installation
7. Partnerships
	1. The trust is seeking a mutually beneficial long-term relationship with suppliers**.** The National Rehabilitation Centre is the first in its type for the United Kingdom and will be a pilot site for a new clinical model and proof of concept, which will then be rolled out nationally.
	2. The NRC is offering suppliers free advertisement within the project and opportunity to be at the concept stage of Rehabilitation centres across the United Kingdoms.
	3. The trust is seeking donations, discounts and Innovation from suppliers within their bids and this is weighted heavily within the tender under added value.
	4. An Innovation brochure explains the opportunity in more details (appendix D). This describes the key benefits of the NRC and the patient journey.
8. Supporting Documents
* Appendix A - Commercial
* Appendix B - IHP Zonal Sequencing Plan
* Appendix C1,C2.C3 & C4 Room loaded drawings
* Appendix D NRC Leaflet
* Appendix E Site Plan
* Appendix F - Operational Commissioning Programme

ANNEX B3
TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B3 will be included in** **Schedule 5 (Specification and Tender Response Document) of the contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS

# Overview

* 1. Please provide a concise summary highlighting the key aspects of the proposal.

|  |
| --- |
| **Response (maximum 1000 words)** |
|  |

# *Sub Weighting 10%*

# Confirmation of full compliance with Specification

* 1. See Annex B2, which you must complete.

# Method statement questions

* 1. **Experience (maximum 1000 words)**

Please provide a minimum of 3 examples of full gym fit outs you have provided within the healthcare/rehabilitation environment.

# *Sub Weighting 7.5%*

* 1. **Maintenance (maximum 500 words)**

Please outline your maintenance programme, to include but not limited to:

* Fault reporting procedure
* Frequency
* Customer reporting

# *Sub Weighting 10%*

* 1. **Product Range (maximum 1000 words)**

Explain the benefits of the products you have chosen for the NRC project and how these products will meet the requirements of the NRC patients. Please include cleaning chemicals recommended for each item.

# *Sub Weighting 10%*

* 1. **Added Value (maximum 1000 words)**

Please provide what additional benefits you can offer the NRC, included but not limited to:

* + - * Operational Savings
			* Equipment Donations/trials
			* Innovation
			* Additional benefits example:
* Development or co creation of new pieces of equipment
* funded research opportunities

# *Sub Weighting 12.5%*

* 1. **Social Values**

Tackling economic inequality (2.5%)

Using a maximum of 500 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.

Please include:

* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* A timed project plan and process, including how you will implement your commitment and by when. In addition, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
1. timed action plan
2. use of metrics
3. tools/processes used to gather data
4. reporting
5. feedback and improvement
6. transparency

**Environmental and Sustainability (500 words) 5%**

Please provide relevant details of the environmental and sustainability issues that you believe will influence the successful delivery of the services you wish to tender for, including but limited to:

1. Current environmental information on your organisation
2. Environmental or Sustainability policies in place
3. Plans of improvement
4. Sustainability development plan
5. Carbon foot printing
6. Any ISO accreditation

Equal opportunity (2.5%)

Using a maximum of 500 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.

Please include:

* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* A timed project plan and process, including how you will implement your commitment and by when. In addition, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
1. timed action plan
2. use of metrics
3. tools/processes used to gather data
4. reporting
5. feedback and improvement
6. transparency
* how you will influence staff, suppliers, customers and communities through the delivery

Of the contract to support the Policy Outcome, e.g. engagement, co-design/creation,

Training and education, partnering/collaborating, volunteering

*Sub-weighting 10%*

ANNEX B2 COMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
	1. All pricing should be in pound sterling (£GBP). If applicable please convert you currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender.
	2. Costs should be quoted exclusive of VAT. Please confirm this in your Commercial Schedule, and indicate if the project will attract VAT and at what rate.
	3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.
	4. Please see Appendix A Commercial Schedule

ANNEX B5
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
	1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
	1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption**  | **Period exemption is sought**  |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B6
ADMINISTRATIVE INSTRUCTIONS

**Note to Bidders: Please complete this Annex. If you are awarded a contract, the details you provide here will be copied into** **Schedule 1 of the contract (Key Provisions).**

1. CONTRACT MANAGERS
	1. For the Supplier, the Contract Manager at the commencement of the contract will be as follows (see clause 3):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Contact details** | [*Insert address, e-mail address*] |
| **Role** | [*Insert details]* |

1. NOTICES
	1. Any notices served on the Supplier under the contract are to be delivered to (see clause 4):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Address** | [*Insert address*] |
| **Role** | [*Insert details*] |

1. MANAGEMENT LEVELS FOR DISPUTE RESOLUTION
	1. The management levels at which a dispute will be dealt with are as follows (see clause 5):

|  |  |
| --- | --- |
| **Level** | **Supplier representative** |
| **1** | [*Contract manager*] |
| **[2]** | [*Insert role*] |
| **[3]** |  |

ANNEX B7
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: Nottingham University Hospital NHS Trust**

## **PROPOSAL TO SUPPLY AND INSTALL GYM EQUIPMENT AT THE NATIONAL REHABILTATION CENTRE (NRC)**

**REFERENCE NUMBER: [*Insert reference number of FTS contract notice used as a call for competition*]**

## **Form of Tender**

## We have examined the invitation to tender ("**ITT**") dated [*insert date of ITT*] and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge the answers submitted in response to the Eligibility Questions (including the self-declaration) are correct.

## We tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS Terms and Conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT) (including our response to the Specification);
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Commercial Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority accepts this Tender, we will execute any agreement that the Authority produces to record in one place the offer and acceptance.

## We undertake to keep the Tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of Tenders.

## We understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority, shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money 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 any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .............................................................................

Name: .............................................................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................................

**By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)