

and Bidders should specify, where possible, such redactions as would render the request and any response non-confidential. NSCT will consider the request for confidentiality. However, NSCT reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the FOIA (see further Section 0). Where any clarification question, or the NSCT's response thereto, contains information that should, in the interests of a fair procurement process, be disseminated to all Bidders, the NSCT shall be free to disseminate such information to all Bidders, with or without any amendments proposed by a Bidder. Before doing so, NSCT will inform the Bidder of its intention to do so and offer the Bidder the opportunity to withdraw the request for clarification before such dissemination.

3.4 Bid Deadline

Bidders wishing to be considered for selection as the Provider for the service must submit Bids in accordance with the instructions set out in Section 5.

Bids must be received before **12 Noon (BST) on Monday, 15th August 2011** (the **Bid Deadline**).

A Bidder who submits a Bid prior to the Bid Deadline, may withdraw its Bid at any time prior to the Bid Deadline. Withdrawal of a Bid will not prejudice the right of a Bidder to submit a new Bid, provided that it is received before the Bid Deadline. Where a Bid is resubmitted in accordance with this Section 3.4, the Bid with the latest time of submission will be evaluated and any other Bid(s) will be disregarded.

NSCT will not consider any late Bids. Bids and/or modifications received after the Bid Deadline will not be opened.

3.5 Evaluation of Bids

The NSCT's Evaluation Criteria and weightings which will apply to the Bids, is set out in **Annex A** to this ITT Volume 1.

3.6 Bid Clarifications

3.6.1 Written Clarification

During the ITT Bid Evaluation stage, the NSCT may request written clarification from Bidders on their Bid. Any such request for clarification shall be made in writing via the Bravo portal messaging system to the relevant Authorised Representative. Bidders' responses must be submitted via the Bravo portal within 2 business days of request or such other period as may be requested by the NSCT.

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, depending on the nature of the clarification sought.

In exceptional circumstances, the NSCT reserves the right to request a meeting with individual Bidders during the ITT Bid evaluation stage to facilitate a rapid clarification of points raised.

3.7 Selection of a Preferred Bidder or Bidders

It is the intention of the NSCT to appoint more than one Preferred Bidder for the Procurement. The NSCT reserves the right not to appoint any Bidder as Preferred Bidder.

Once Bidders have been selected to proceed to the Preferred Bidder stage, all other Bidders shall be informed of the outcome of the evaluation.

3.8 Preferred Bidder stage

During this stage, the Preferred Bidder(s) will work with the NSCT to finalise the terms of the Contract in preparation for signature of the Contract.

Right to negotiate

The Contract is not subject to negotiation. Drafting comments or legal mark-ups of the Contract will not be accepted. Project-specific issues should be resolved via the bidder due diligence clarification process, albeit some details may need to be finalised after selection of the Preferred Bidders. The NSCT reserves the right to ask Bidders to clarify and, where necessary supplement with further detail, their Bids for the purposes of finalising such project-specific details. The NSCT will not be able to re-open substantive issues, however, it will be mindful of the need to conduct the Procurement in a non-discriminatory way and so as not to distort competition between Bidders.

Bidders are reminded that the Contract that will govern the relationship between the NSCT and the Provider is the NCG Standard NHS Acute Services Contract 2010/2011 (the **Standard Contract**) and the Variation Agreement 2011/2012, in relation to the NCG Standard NHS Acute Services Contract.

The Standard Contract is subject to revision from time to time in light of developments in Government Policy. In particular, the Standard Contract may be amended in response to the requirements of the annual NHS Operating Framework. The Provider may therefore be required to enter into a deed of variation to the Contract in respect of such matters.

De-selection of Preferred Bidder

Following the appointment of a Preferred Bidder, in the event that the Preferred Bidder:

- makes a material alteration to the Bid which formed the basis of its selection as Preferred Bidder (whether as to price or any other aspect of its Bid);
- does not comply with the requirements of this ITT Volume 1;
- in the reasonable opinion of the NSCT, fails to make satisfactory progress towards signature of the Contract; or
- in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the NSCT within a defined time period having been served notice in writing by the NSCT

NSCT shall be entitled to de-select the Preferred Bidder and, at the absolute discretion of the NSCT, to exclude the Preferred Bidder from any further participation in the Procurement or to introduce a further competitive stage in the Procurement in which the Preferred Bidder may or may not (in the absolute discretion of the NSCT) be invited to participate. Under no circumstances will the NSCT or any of their respective advisers be liable for any costs or expenses incurred by the Preferred Bidder and/or any of its Relevant Organisations due to, or arising from, such de-selection or the introduction of a further stage in the Procurement. The NSCT reserves the right to re-engage with any other Bidder whose Bids meet the required evaluation standards.

3.9 Notice of Award Decision/Standstill Period

Where the NSCT makes a decision to award a Contract it will notify all other Bidders of their status, the standstill period and the result of the evaluation of their Bid.

3.10 Contract signature

Signature of documents

All procurement documentation requiring a signature must be signed by the Authorised Representative of the Bidder or, where a document is required to be executed by a Relevant Organisation, by a representative or representatives duly authorised by that Relevant Organisation.

Right not to award a contract

The NSCT reserves the right in its absolute discretion not to appoint a Preferred Bidder, or where a Preferred Bidder has been appointed, not to award a Contract.

3.11 Unsuccessful Bidder debrief

Following notification by the NSCT of the proposed award of the Contract, the NSCT will provide appropriate feedback to those unsuccessful Bidders who request it in accordance with such processes and procedures that it considers appropriate or as otherwise required by law.

3.12 Appeals Procedure

A minimum 10 calendar day standstill period at the point of the award of contract will apply to this process and will be communicated to all Bidders. This period allows unsuccessful Bidders to seek further debriefing before the contract is entered into. Additional information should be requested via the Bravo e-Tendering system using the messaging facility within the appropriate ITT/Project.

4. PROCUREMENT RULES

4.1 The Public Contracts Regulations 2006

The health care services to which this ITT relates fall within Part B of Schedule 3 to the Public Contracts Regulations 2006 (the **Regulations**) and Annex II B to Council Directive 2004/18/EC. As stated, neither the publication of the advertisement on Supply2Health (reference CP2/11/0054), the inclusion of a Bidder selection stage nor the use of the term "Pre-Qualification Questionnaire" nor any other indication (including any statement in this ITT) shall be taken to mean that the NSCT intends to hold itself bound by any of the Regulations, save those applicable to Part B services. However, as stated above, this procurement will follow the negotiated procedure.

4.2 Bidder Eligibility

Regulation 23 of the Public Contracts Regulations 2006 (**Regulation 23**) sets out the grounds on which an economic operator must normally be deemed ineligible to tender for, or be awarded a public contract.

Rejection under Regulation 23(1) is normally mandatory when an economic operator has been convicted of any of the following offences:

- (a) Conspiracy within the meaning of Section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;

- (b) Corruption within the meaning of Section 1 of the Public Bodies Corrupt Practices Act 1889 or Section 1 of the Prevention of Corruption Act 1906;
- (c) The offence of bribery;
- (d) Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (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 and the Theft Act 1978;
 - (iv) Fraudulent trading within the meaning of Section 458 of the Companies Act 1985;
 - (v) Defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of Section 20 of the Theft Act 1968;
 - (vii) An offence in connection with taxation in the European Community within the meaning of Section 71 of the Criminal Justice Act 1993; or
- (e) Money laundering within the meaning of the Money Laundering Regulations 2003; or
- (f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 as defined by the national law of any relevant State.

Notwithstanding that Regulation 23 does not apply to the Procurement on the grounds that it is for Part B services, the NSCT reserves the right to reject Bidders if they fall within one of the ineligibility criteria set out in Regulation 23.

For the purposes of the Procurement and on the basis of the grounds in Regulation 23(4) a potential Bidder may be deemed to be ineligible to tender where it:

- (a) is in a state of bankruptcy, insolvency compulsory winding up, administration, receivership, composition with credits or any analogous state, or subject to relevant proceedings;
- (b) has been convicted of a criminal offence relating to business or professional conduct;
- (c) has committed an act of grave misconduct in the course of a business or profession;
- (d) has not fulfilled obligations relating to payment of social services contributions;
- (e) has not fulfilled obligations relating to payment of taxes;
- (f) is guilty of serious misrepresentations in supplying information further to this or other procurements; or

- (g) is not in possession of the necessary licence, authorisation or professional qualification required for the provision of the primary medical care services covered by the NHS Treatment Centre Procurement.

In particular (but without prejudice to the generality of the foregoing) if the Bidder, or any Relevant Organisation, makes a misrepresentation in any part of its dealings with, or responses to the NSCT, which the NSCT considers material, such Bidder may be disqualified.

4.3 Procurement Costs

Each Bidder and its advisers are fully responsible for all costs incurred by them arising out of or in connection with this document, their responses to this ITT and all future stages of the Procurement. The NSCT will not be responsible for any costs, howsoever arising (including, without limitation, any loss of profit or economic loss), incurred by any Relevant Organisation or its advisers or any other person in relation to the Procurement including, but not limited to, any cancellation or variation to the Procurement exercised by the NSCT in its absolute discretion.

4.4 Non-collusion and Canvassing

Bidders must neither disclose to, nor discuss with any other Bidder (whether directly or indirectly), any aspect of any response to any documents relating to the Procurement, including this ITT.

Any such collusion with another Bidder may constitute an infringement of the Chapter 1 prohibition contained in Section 2(1) of the Competition Act 1998 and the Bidder shall also be liable to disqualification,

Bidders and Relevant Organisations shall not:

- canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer or employee of the NSCT, , or any person acting as an advisor to the NSCT in connection with the Procurement; or
- do anything which would constitute a breach of the Prevention of Corruption Acts 1889-1916.

Other than where specifically permitted by this ITT, no attempt should be made to contact the NSCT's project team office by telephone, nor to contact the NSCT or the NSCT's advisers as part of the Procurement. Any enquiries made to persons other than the NSCT project team will be regarded as *prima facie* evidence of canvassing.

4.5 Confidentiality

The ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. The ITT may not be reproduced in whole or in part nor furnished to any persons other than the Bidder save for the purposes of:

- taking legal, financial and/or other relevant professional advice in connection with completing a Bid; and/or
- obtaining information from Relevant Organisations or funders where required expressly required by the ITT or otherwise where necessary, and relevant to the Bidder's Bid; and/or
- obtaining the input from any other parties that Bidders demonstrate will provide information relevant to their Bid, subject always to the NSCT's prior written consent to such disclosure (which it can withhold in its absolute discretion) and

provided that in, each case, Bidders obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this Section 0.

Upon written request from the NSCT, Bidders shall promptly provide evidence to the NSCT that such undertakings have been provided.

4.6 Conflicts of Interest

The NSCT requires that all actual or potential conflicts of interest are resolved to the NSCT's satisfaction prior to the submission of Bids. In the event that any actual or potential conflict of interest comes to a Bidder's attention following the submission of its Bid, that Bidder should immediately notify the NSCT via the Bravo portal providing the details of such actual or potential conflict of interest.

Without limitation, such conflicts of interest may be perceived by the NSCT to arise in circumstances where:

- a Relevant Organisation or any person employed or engaged by or otherwise connected with a Relevant Organisation is carrying out, or has carried out, any work for the NSCT in the last 3 years; or
- a Relevant Organisation (or its advisers or any person employed or engaged by it) is potentially providing services for more than one prospective Bidder in respect of the Procurement; or
- a Relevant Organisation employs or engages, or has employed or engaged, any person currently or formerly employed or engaged by or otherwise connected with the NSCT.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by a Primary Care Trust, SHA or any other NHS body

4.7 Addenda and extensions

The NSCT may supplement or modify conditions or requirements of the ITT at any time by issuing an Addendum. The NSCT will send all Bidders a copy of all Addenda in electronic format. Any relevant processes or response times necessitated by any Addendum will be set forth in a cover letter to such Addendum. Bidders must acknowledge the receipt of each Addendum using the Bravo portal.

In addition, any information additional to the ITT that the NSCT deems necessary to issue to an individual Bidder will be sent to such Bidder's Authorised Representative via the Bravo e-tendering portal.

Where a Bidder intends to use sub-contractors to provide any of the Services, it will be the responsibility of the Bidder to provide such sub-contractors with all necessary information (subject to the provisions relating to confidentiality at Section 0).

4.8 Freedom of Information

The NSCT is committed to open government and meeting its legal responsibilities under the FOIA. Accordingly, any information created by or submitted to the NSCT (including, but not limited to, the information contained in the ITT, clarification questions and responses, and the minutes of meetings between all or any of the Bidders and the NSCT) may need to be disclosed by the NSCT in response to a request for information. Any persons may make a request for information at any time before or after Contract signature. The NSCT may also decide to include certain information in the relevant publication scheme maintained under the FOIA.

In making a submission, submitting a Bid or corresponding with the NSCT at any stage of the Procurement, each Bidder, each Bidder Member and each Relevant Organisation acknowledges and accepts that the NSCT may be obliged under the FOIA to disclose any information provided to it, either without consulting the Bidder, Bidder Member or Relevant Organisation or following consultation with such entity Bidder and having considered its views.

Bidders must clearly identify any information supplied in response to the ITT that they consider to be confidential or commercially sensitive and attach a brief statement of the reasons, including details of the harm which may result from disclosure and the time period applicable to the sensitivity.

Where it is considered that disclosing that information in response to an FOIA could cause a risk to the procurement process or prejudice the commercial interest of any Bidder, the NSCT may wish to withhold such information under the FOIA exemption.

However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the NSCT is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or whether or it must be disclosed.

Bidders should therefore note that the receipt by the NSCT of any information marked "confidential" or equivalent does not mean that the NSCT accepts any duty of confidence by virtue of that marking, and that the NSCT has the final decision regarding the disclosure of any such information in response to a request for information.

4.9 Bidder Changes

The NSCT may not be able to accept Bids from entities that are materially different from those it has qualified to receive the ITT. Bidders are subject to an ongoing obligation to notify the NSCT of any material changes in their financial or other circumstances (a **Change**). Changes may include, but are not limited to, changes to the identity of Relevant Organisations or sub-contractors, to the ownership or control of the Bidder or financial or other circumstances thereof and solvency of the Bidder. Bidders should notify the NSCT of any Change as soon as it becomes apparent.

If a Bidder wishes to change a Relevant Organisation from those recorded in the Bidder's response to the PQQ, it must be submitted a request to the NSCT not later than 5 business days prior to Bid Deadline (a **Change Request**).

The Change Request must include such information as may be necessary to demonstrate, to the NSCT's satisfaction, that the changed Bidder continues to meet the criteria set out in the PQQ.

The NSCT has sole discretion to grant or withhold approval of any Change Request and to waive the requirement that the Bidder submit such Change Request no later than 5 business days prior to the Bid Deadline.

4.10 Bidder's Advisors

Bidders will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective Bids. Bidders must make their own independent assessment of the Procurement after making such investigation and taking such professional advice as they deem necessary.

4.11 Complete Bid

A Bid shall only be a Complete Bid if it:

- includes all documentation requested in the ITT; and
- is in the required format set out in Section 5.10 below; and
- is submitted via the Bravo e-Tendering portal <https://www.pctalliance.bravosolution.co.uk>; and
- includes a completed Annex C – Form of Offer to this Volume 1

4.12 Disqualification of Bidders

Bidders, or the Preferred Bidder, acting in contravention of the provisions set out in the ITT or any other information provided by the NSCT may, at the NSCT's sole discretion, be disqualified from further participation in the Procurement (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Bidder may attract).

For the avoidance of doubt, disqualified Bidders will be excluded from any further participation in the procurement process and in no circumstances will the NSCT be liable for any costs or expenses incurred by the disqualified Bidder and/or its Relevant Organisations as a result, directly or indirectly, of such disqualification.

4.13 Reservation of the NSCT's Rights

In connection with this procurement, the NSCT reserves to itself the right to:

- if the Bidder that has been appointed as Preferred Bidder and does not execute the Contract, proceed to the next highest rated Bidder or terminate this procurement;
- enter into the Contract with any Bidder based upon their Bid without conducting written or oral discussions;
- reject a Bid that is not a Complete Bid;
- modify all dates set or projected in the ITT;
- issue Addenda;
- seek and receive clarifications or supplements to a Bid;
- suspend and terminate the Procurement at any time; and/or
- exercise any other right reserved or afforded to the NSCT under this ITT and applicable law

The NSCT shall have no liability to any of the participating bidders in the event that, among other things, the procurement is terminated or a bid is rejected as a result of the NSCT enforcing any of its reserved rights listed in this paragraph.

4.14 Copyright

The copyright in the ITT is vested in the NSCT. The ITT may not be reproduced, copied or stored in any medium without the prior written consent of the NSCT other than strictly for the purpose of preparing a Bid.

**Invitation to Tender for
Adults with Potentially Reversible Severe Respiratory Failure**

5. BID CONTENT AND SUBMISSION REQUIREMENTS

5.1 Use of English

All Bids must be prepared in English. Any units included in the Bids must be in the system of units customarily used in the United Kingdom. All references to currency must use Pound Sterling.

5.2 Copyrighted Material

The NSCT will accept copyrighted material as part of a Bid only if accompanied by a waiver that allows the NSCT to make paper and electronic copies as necessary for use by the NSCT, its agents, consultants and advisors.

5.3 Communications between the NSCT and Bidders

5.3.1 Distribution of Materials

The NSCT will send all Bidders a copy of the ITT, any Addenda, and any other documents and materials relevant to the Procurement in electronic format at no cost via the Bravo portal.

5.3.2 NSCT Point of Contact

The NSCT has designated the following individuals to be its single point of contact for the Procurement:

Keith Myhill – Procurement Cluster Manager, Commissioning Enablement Service
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Emma Taylor – Procurement Manager, Commissioning Enablement Service

All communication should be via the Bravo e-tendering Portal: https://www.pctalliance.bravosolution.co.uk
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For the purposes of this ITT, the **NSCT Contact** means the individual named above and any successor NSCT Contact designated as such by the NSCT in its sole discretion.

5.3.3 Bidder's Authorised Representative

Each Bidder must designate an individual (the **Authorised Representative**) to whom the NSCT should address all materials (via the Bravo portal) relevant to the Procurement, and must provide full contact details for such individual, including postal address, telephone and fax numbers and email address.

The Authorised Representative must have full authority to represent the Bidder and attend any meetings on the Bidder's behalf. The NSCT may, at any time, request documentary proof of such authority.

It is the Bidder's responsibility to notify the NSCT of any change to the Authorised Representative's name or other contact details.

5.4 Rules of Contact

The rules of contact set out in this Section 0 apply throughout the Procurement. These rules are designed to promote an open, fair, unbiased and legally defensible Procurement. Contact for the purposes of this Section 0 includes in person, telephone, e-mail, written or other communication. The rules of contact are as follows:

- No Bidder, no Bidder Member nor any of such Bidder's advisors, consultants or subcontractors may communicate with another Bidder, members of another Bidder team or the advisors, consultants or subcontractors of another Bidder with regard to the ITT, the Procurement, the NSCT or the Bids. This prohibition does not apply to:
 - communication between a Bidder and a subcontractor that is a Relevant Organisation to more than one Bidder, provided that such subcontractor does not act as a conduit of information between Bidders; and
 - public discussion regarding the ITT or any public or collective Bidder informational meeting sponsored and/or organised by the NSCT.
- Unless otherwise specifically noted in this ITT or authorised by the NSCT Contact, all communications between the NSCT and a Bidder with regard to the ITT will be between such Bidder's Authorised Representative and the NSCT Contact. All such communication must be issued via the Bravo e-Tendering Portal.
- No Bidder, Bidder Member, or any of such Bidder's advisors, consultants or subcontractors may have *ex parte* communications with the NSCT or any of their employees, advisors, contractors or consultants regarding the ITT, the Procurement, other than as expressly permitted in this ITT or through the procedures above.
- The NSCT will not be responsible for or bound by (a) any oral communication or (b) any other information or contact, occurring outside the official communication procedures specified herein.
- Bidders are prohibited in participating in any publicity in relation to the Procurement and/or the Contract without the prior written consent of the NSCT.

5.5 Content of Bids

In evaluating Bids, the NSCT, will only consider information provided in response to the ITT. Information previously provided in the PQQ response will not be considered. Bidders should not assume that the NSCT has prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services, projects or procurements and nor could it bring these into account in any event.

All relevant information specifically identified as required to support the Bid should be included in the Bidder's response and clearly cross-referenced. Requested documents specific to the Bid, referenced in the Bid and provided to the NSCT, will be considered as part of the Bid. General corporate material and non-specific supporting documentation will not be considered. **For the avoidance of doubt, only information and supporting documents specifically requested will be evaluated. All other information will be discarded.**

Bidders are responsible for the accuracy of all information concerning Relevant Organisations submitted within their Bids.

5.6 Commitments in the Bids

The NSCT will give no consideration to tentative or qualified commitments in the Bids. For example, the NSCT will give no consideration to phrases such as "we may" or "we are considering" in the evaluation process. Bidders should be careful to ensure that their full and unqualified commitment is given wherever possible.

5.7 Property of the NSCT

All documents submitted by a Bidder in response to this ITT will become the property of the NSCT and will not be returned to the Bidders.

5.8 Instructions

- Each Bidder must include a Form of Offer Letter with its Bid, attached as Annex C to this ITT Volume 1. The Form of Offer Letter must be signed by the Bidder's Authorised Representative.
- Bidders are advised to carefully read and familiarise themselves with ITT Volumes and compiling their Bids.
- Bidders must carefully read all sections of the ITT Volumes and must provide a response to each question.
- Bidders should note the Word Count limits permitted for responses to individual questions are clearly detailed. Bidders must comply with the word count limits specified for each question and must not provide any additional material, for example policies, unless specifically requested in the evaluation question. Tender responses that exceed the specified word limit, or provide additional documents that have not been specifically requested, will not be evaluated beyond the specified word limit'.
- Each question requires a response. Where the question is not applicable, the Bidder must write "Not Applicable" in the relevant response box and must provide an explanation as to why such question does not apply to the Bidder.

5.10 Format of Bids

Bidders are required to submit their ITT responses using the Bravo e-Tendering Portal.

If PDF documents are submitted, responses must also contain a copy of all files which have been used to create the PDF document(s) in a fully editable form (i.e. not read only or password protected). Files shall be readable by the formats specified below:

File Type	Readable by 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 Microsoft Word (Version 2000 or later)

6. EVALUATION OF BIDS

The NSCTs Criteria and weightings that will apply to the Bids, is set out in Annex A to this ITT Volume 1.

The overall weightings for the price and quality criteria are:

- Price 35%
- Quality 65%

6.1 Information Regarding the Marking/Evaluation Scheme

The Evaluation Matrix detailed in Annex A specifies the requirements that will be 'scored' and those that require a 'yes' or 'no' response to indicate whether the specification can be met. Unless otherwise specified, each question that will be scored has the following levels of marking available with an accompanying weighting, as detailed in Annex A. The levels of marking are:

Score	Definition
4	<p>The response meets requirements and is compliant in all respects. Response demonstrates a thorough understanding of the specification and service requirements.</p> <p>Innovative solution/proposals that provide demonstrable and quantifiable additional benefits over and above the specification and service requirements.</p> <p>Permits full contractual reliance (where applicable).</p>
3	<p>The response meets requirements and is compliant in all respects. Response demonstrates a thorough understanding of the specification and service requirements.</p> <p>Permits full contractual reliance (where applicable).</p>
2	<p>Response complies with the majority of the requirements with some minor deficiencies/minor variance. Response demonstrates an understanding of the specification and service requirements.</p> <p>Translates into contractual terms (where applicable).</p>
1	<p>Not fit for purpose with variance/material deficiencies from the specified standards - the proposal does not meet the requirements.</p> <p>Bidder eliminated.</p>
0	<p>No information or zero response</p> <p>Bidder eliminated.</p>

Scores will be given as a whole number only.

6.2 Evaluation of Tenders

Prior to evaluating Tenders the NSCT will carry out an initial review of each Tender to confirm completeness and compliance with the Tender Requirements and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.

The aim of the scoring is to establish whether the Bidder's responses to the questions provide sufficient confidence that the proposals are deliverable to the quality standards inherent in the Specification. It is essential that Bidders appreciate that the level of confidence will be demonstrated in the quality of the responses they provide to the ITT questions and that providing answers that are clear and comprehensive will help evaluators to appraise responses.

Bidders should make sure that their proposals are deliverable and that the NSCT and the wider NHS can rely on all statements made.

The Bidder with the lowest price will achieve the full weighting for that criteria, with other Bidder's scores calculated on a pro-rata basis against the cheapest price. The Bidder with the greatest weighted quality score will achieve the full weighting for that criteria, with other Bidder's scores calculated on a pro-rata basis (see table below).

1. Weighted (eg) 35:65 then relative scoring				
<i>(i.e. max score for price is 35% and others scored relative to this)</i>				
Bidder	Price	Quality		
A	5,400,000	79		
B	5,800,000	81		
C	6,000,000	88		
D	5,900,000	83		
E	5,900,000	85		
F	5,850,000	82		
<i>Set quality to:</i>		65%		
<i>Set price to</i>		35%		
Bidder	Price (score)	Quality (score)	Weighted score	RANK
A	35.00	58.35	93.35	3
B	32.59	59.83	92.42	6
C	31.50	65.00	96.50	1
D	32.03	61.31	93.34	4
E	32.03	62.78	94.81	2
F	32.31	60.57	92.88	5

6.3 NSCT Evaluation Panel Event

As part of the tender evaluation process, Bidders will be invited to an interview and to make a presentation to the NSCT Evaluation Panel which will be held on 30th and 31st August 2011 (please note that alternative dates are not available – confirmation of attendance is required).

The interview and presentation will be based on one or more of the evaluation questions detailed in the ITT. Further details of the question(s) to be addressed in the presentation, venue and timetable for the day will be provided in due course via the Bravo portal.

Bidders should note that the percentage of the overall marking/evaluation scheme available for the Stakeholder Evaluation Panel Event is 5%, as detailed at Annex A to this Volume 1. The NSCT will conduct an initial evaluation for which the total marks available will be scored out of 95%. The NSCT will, at its sole discretion, invite the top ranked bidders to present to the Evaluation Panel based on the scores obtained during the initial evaluation process, whilst ensuring that the primary objective of geographical coverage of all critical care networks is achieved, as detailed in ITT Volume 2. Bidders should note that on completion of the Evaluation Panel Event and associated scoring, Bidder's overall scores will be re-calculated and ranked, based upon 100% of the available marking/evaluation scheme.

Annex A to Volume 1 - Evaluation Criteria and weightings

The following table sets out the selection criteria and weightings that will apply to the free text responses.

Confirmation that you will meet the standards will be considered as PASS/FAIL

SELECTION CRITERIA	Part Weighting	Section Weighting	Question Weighting
PART 1 LEGAL/REGULATORY	Pass/Fail		
PART 2 SERVICE SPECIFICATION AND STANDARDS	65%		
Section A – Geographical coverage			
Questions A:		2.5%	-
<ul style="list-style-type: none"> • Question A1 – Critical Care Networks 		pass / fail	-
<ul style="list-style-type: none"> • Question A2 – Minimum Volumes 			100%
<ul style="list-style-type: none"> • Question A3 – Geographical coverage 		pass / fail	-
<ul style="list-style-type: none"> • Question A4 – Travel Times 			<i>For information</i>
<i>Questions total</i>			100%
Section B – Provision of Adult Respiratory ECMO			
Questions B:		20%	-
Question B1 – Model of care			-
<ul style="list-style-type: none"> • Question B1a –Referral 			10%
<ul style="list-style-type: none"> • Question B1b - Assessment 			20%
<ul style="list-style-type: none"> • Question B1c – ECMO support 			25%
<ul style="list-style-type: none"> • Question B1d- Post support 			15%
<ul style="list-style-type: none"> • Question B1e –Patient centred care 			10%
Question B2 – Implementation			-
<ul style="list-style-type: none"> • Question B2a – Start date 			<i>Not scored</i>
<ul style="list-style-type: none"> • Question B2b – Implementation milestones 			10%
<ul style="list-style-type: none"> • Question B2c – implementation Mitigation of risks 			10%
Standards B		pass / fail	-
<i>Question total</i>			100%

SELECTION CRITERIA	Part Weighting	Section Weighting	Question Weighting
Section C – Governance			
Questions C:		10%	-
• Question C1a - Corporate- Governance			45%
• Question C1b – Clinical Governance			45%
• Question C1c – Strategic fit			10%
Standards C		pass / fail	-
Question total			100%
Section D – Workforce			
Question D:		12.5%	-
• Question D1a – Workforce			50%
• Question D1b – Workforce surge			20%
• Question D2a – Training plan			15%
• Question D2b – Training ongoing			15%
Standards D		pass / fail	-
Question total			100%
Section E – Facilities			
Question E:		7.5%	-
• Question E1 – Flexibility of Facilities			45%
• Question E2 – Equipment			45%
• Question E3 – New technology			10%
Standards E		pass / fail	-
Question total			100%
Section F – Quality of care			
Question F:		10%	-
• Question F1a – Quality Outcomes- indicators			50%
• Question F1b – Quality Outcomes – process			50%
Standards F		pass / fail	-
Question total			100%

SELECTION CRITERIA	Part Weighting	Section Weighting	Question Weighting
Section G – Transport and Retrieval			
Questions G:		12.5%	-
• Question G1a – Retrieval - arrangements			55%
• Question G1b – Retrieval – mobile ECMO			30%
• Question G2 – Repatriation			15%
Standards G		pass / fail	-
<i>Question total</i>			100%
Section H – Collaborative Practice			
Questions H:		15%	-
• Question H1a – Critical care collaboration			25%
• Question H1b – ECMO collaboration			25%
• Question H2 – Wider networks			25%
• Question H3 – Co-ordination during surge			25%
Standards H		pass / fail	-
<i>Question total</i>			100%
Section I – Research and Innovation			
Questions I:		5%	-
• Question I1 – Research			50%
• Question I2 – Application of research			50%
Standards I		pass / fail	-
<i>Question total</i>			100%
Section J: Panel Interview and Presentation			
Panel Interview and Presentation on 30/31 August		5%	-
Part 2 total		100%	

SELECTION CRITERIA	Part Weighting	Section Weighting	Question Weighting
PART 3 PRICING AND COSTINGS STRUCTURE	35%		
Overheads		10%	
Overall bed day rate		80%	
Retrieval		10%	
• Road-Road			40%
• Air-Road			30%
• Air-Air			30%
		<i>Question total</i>	100%
		Part 3 total	100%

PARTS 1 + 2 + 3 **100%**

Annex B to Volume 1 - ITT Clarification Question (CQ) Template

CQ Template:



CQ Template.doc

Example of completed CQ:

CQ No:	1	Date submitted via Bravo:	1 st August 2011
CQ relates to:	ITT Volume 2 – Specification	Specific Clause/Para Number/Appendix	Clause 13 - *****
Clarification Question:		[Insert details here]	
Clarification Question Response		[The Authority Trust will insert a response here]	
CQ No:	2	Date submitted via Bravo:	1 st August 2011
CQ relates to:	ITT Volume 2 – Specification	Specific Clause/Para Number/Appendix	Clause ** - *****
Clarification Question:		[Insert details here]	
Clarification Question Response		[The Authority Trust will insert a response here]	

All CQ's raised must be sequentially numbered by individual bibbers.

Annex C to Volume 1 - Form Of Offer

Adults with Potentially Reversible Severe Respiratory Failure

[insert name of offeror] ('the Offeror') of [insert address of offeror]

Agrees:

- 1.1 That this offer and any contracts arising from it shall be subject to the Terms of Offer, NCG Standard NHS Acute Services Contract (the **Standard Contract**), and;
- 1.2 To supply the goods and/or services in respect of which its offer is accepted (if any) to the exact quality, sort and price specified in the Offer Schedule in such quantities, to such extent and at such times and locations as ordered; and
- 1.3 That this offer is made in good faith and that the Offeror has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Offeror certifies that it has not and undertakes that it will not:
 - 1.3.1 Communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the reparation of the offer, for insurance purposes or for a contract guarantee bond;
 - 1.3.2 Enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

Dated this [insert day] day of [insert month and year]

Name (print):

Signature:

Title:

Tel:

E-mail:

The Form of Offer must be signed by an authorised signatory: in the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.