

CP11/11/13

INVITATION TO TENDER
Instructions & Specification

States of Guernsey & States of Jersey
Health & Social Services Department

Provision of Patient Air Transfers

CONTENTS

SECTION 1 – INSTRUCTIONS TO CONTRACTORS	3
1. Acknowledgement of receipt of invitation to tender	3
2. Tender queries	3
3. Completion of Tenders	3
4. Documentation	4
5. Language	4
6. Amended or Qualified Tenders	4
7. Tender Amendments	5
8. Contractors Expenses	5
9. Obligations of the Agreement	5
10. Sufficiency and Accuracy of Tender	5
11. Late Receipt of Tender	5
12. Confidentiality	6
13. Inducements	6
14. Currency	6
15. Return of Tender	6
16. Contract Award	6
SECTION 2 - TENDER SPECIFICATION DOCUMENTS	8
Lot 1 - Section 2 - States of Guernsey Specification Documents	11
Lot 2 - Section 2 - States Of Jersey Specification Documents	23
SECTION 3 – AIR MOVEMENT	33
SECTION 4 – CONTRACT AWARD CRITERIA	35

SECTION 1 – INSTRUCTIONS TO CONTRACTORS

This tender is being issued jointly by the States of Guernsey and the States of Jersey, hereinafter referred to as the 'Authorities'.

1. Acknowledgement of receipt of invitation to tender

- 1.1. This tender will be managed through a secure electronic system (eportal). You will not be required to acknowledge receipt of this tender as the system will automatically record when you access the area of the system where the tender documents sit.
- 1.2. Contractors must check that all the documents listed in the index have been received and are complete in all respects.

If you decide to decline this Invitation to Tender please respond using the 'opt out' icon (on the eportal) and provide us with feedback as to why you have taken this decision.

2. Tender queries

- 2.1. If Contractors have queries regarding the Invitation to Tender, they are to be submitted via the **Question and Answer** facility contained within the eportal, not less than three **(3) working days** prior to the date for receipt of Tenders.
- 2.2. If the question is felt to be of general interest to other Contractors and relevant to the tender process then the response(s) to these queries will be made available to all Contractors.

3. Completion of Tenders

- 3.1. Tenders must be submitted in accordance with these instructions and the other documents in the Invitation to Tender, together with all other information required to sufficiently describe the tender fully, not later than the date stated in the Invitation to Tender letter.
- 3.2. Completed tenders shall be submitted via the eportal using the '**Response Wizard**'. If you have any queries with this process please contact:
Guernsey: procurement@gov.gg Jersey: procurement@gov.je

3.3. Tenders not submitted in accordance with these instructions may be rejected

4. Documentation

4.1. Your particular attention is drawn to the following concerning the documents that are to be incorporated in the Invitation to Tender;

Section 1	Instruction to Contractors	Information Only
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Section 2	States of Jersey Tender Specification	Information Only
	States of Guernsey Tender Specification	Information Only

Section 3	Air Movement	Information Only
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Section 4	Contract Award Criteria	Information Only
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Appendix 1	ITT Questionnaire:	
	Lot 1: States of Guernsey Questionnaire	
	Lot 2: States of Jersey Questionnaire	

Both to be completed and submitted

Appendix 1A	Pricing Schedule:	
	Lot 1: States of Guernsey Pricing Schedule	
	Lot 2: States of Jersey Pricing Schedule	

Both to be completed and submitted

5. Language

5.1. The Tender and all communications are to be in the English Language.

6. Amended or Qualified Tenders

6.1. No alterations or qualifications to any of the Invitation to Tender documents shall be made by Contractors.

7. Tender Amendments

7.1. The Authorities reserves the right to issue Tender amendments detailing changes to the Invitation to Tender wherever the need is unavoidable. These changes must be taken into account by Contractors when preparing their submissions.

8. Contractors Expenses

8.1. Contractors shall bear all their own costs and expenses incurred in the preparation and submission of the Tender.

9. Obligations of the Agreement

9.1. Contractors must ensure that they are fully familiar with the nature and extent of the obligations of the Agreement and be aware that the Agreement will be strictly supervised and the standard of the performance enforced. The Contractor will be deemed to have read, examined and accepted the Agreement and the terms and conditions contained therein to the submission of the Tender. It is the responsibility of the Contractor to obtain for itself at its own expense all information necessary for the preparation of its Tender.

10. Sufficiency and Accuracy of Tender

10.1. Contractors are cautioned to check the accuracy of their tender prior to submission. A tender containing any clerical errors may, at the sole discretion of the Authorities, be referred back to the Contractor for correction. Contractors shall familiarise themselves with all laws, regulations, bye-laws, site conditions and all other factors that may affect the Tender.

11. Late Receipt of Tender

11.1. Tenders received after the date for receipt of Tenders set out in the Invitation to Tender Letter, or not strictly in accordance with these Instructions may, at the sole discretion of the Authorities, be disregarded.

12. Confidentiality

12.1. Contractors shall treat the Invitation to Tender Documents as confidential and restrict their circulation and distribution to a 'need to know' basis. Contractors shall not disclose their Tender in whole or in part to any third party at any time.

12.2. Contractors will not make any announcement, advertise, publicise or make any reference, wholly or in part, in relation to this tender and the Services defined herein.

13. Inducements

13.1. Offering an inducement of any kind in relation to obtaining this or any other contract with the Authority will disqualify your tender from being considered.

14. Currency

14.1. All prices are to be quoted in pounds sterling unless requested otherwise by the Authorities.

15. Return of Tender

Tenders are to be completed in accordance with the instructions detailed in clause 3.2 and returned by **Friday 20 April 2012 – 12 noon**

Tenders must remain valid for 120 days from the closing date for receipt of tenders.

16. Contract Award

16.1. The Authorities reserve the right to discuss confidentially, any aspects of your Tender with you prior to any award of Contract and to request any further technical / commercial information it may deem necessary to evaluate the Tender.

16.2. The Authorities reserve its rights entirely and shall be under no obligation to accept the lowest tender or any tender at all following this tender process.

17. Timetable

16.1 The indicative timetable for the procurement is detailed below.

Action	Date
Tender Return Date	Friday 20 April 2012 – 12 noon
Post -Tender Clarification	May 2012
Contract Award Notification	August 2012
Contract Start	September 2012
Contract End Date	August 2015

16.2 The above dates are tentative and can be changed, however where ever possible notice will be given to tenderers.

SECTION 2 - TENDER SPECIFICATION DOCUMENTS

Background to Patient Air Transfers

The States of Guernsey and Jersey are jointly seeking tenders for the transport of patients requiring an air ambulance service and in the case of the States of Guernsey for the provision of appropriate qualified medical and healthcare professionals, equipment and drugs required during any such journey. These patients present a variety of different clinical needs including, but not solely, cardiology, orthopaedic, general medicine neonates and paediatrics. They span all age ranges from neonates to elderly with the largest number being in the 65+ age range.

Both States are committed to ensuring that the patients receive the best possible care during transit and are keen to provide a service which is. Therefore to ensure that the States meets the future needs of the populations of Guernsey and Jersey it is keen to provide patients with access to a service which is

- Safe
- Fast
- Efficient
- Flexible
- Cost Effective

The States are looking for a provider to co-ordinate and manage the provision of this service and wish to see a resilient and robust proposal which includes contingency risk analysis and planning so as to ensure that the services are available at all times.

Previously both Bailiwicks have conducted separate tenders but increasing collaboration between the jurisdictions and proximity of the two Bailiwicks indicated that there were potential benefits in a joint approach to the market and a shared service provider.

The tender is published as a joint venture but has two lots:

Lot 1: Provision of Air Patient Transfer to the States of Guernsey

Lot 2: Provision of Air Patient Transfer to the States of Jersey

It is the intention of the States to tender for each lot with each one running as a separate agreement; the supplier should submit their responses allowing for this. However, it is also the intention of both jurisdictions to work collaboratively with each other with the successful supplier over the period of any agreement to review the service and implement any changes that may collaboratively provide savings and / or efficiencies.

In the States of Jersey this service is the responsibility of the Health and Social Services Department and in the States of Guernsey the Social Security Department working alongside Guernsey's Health and Social Services Department and their clinical service providers.

Aircraft maybe based in the Channel Islands or elsewhere but consideration must be given to the time required to initiate the service from decision being made by clinical staff and a call out made to take off time with the patient on board. In certain critical/emergency cases particularly for cardiology, trauma and head injury patients a time critical target of 1 hour from call to take off would be the preferred option due to changes in clinical practices. The current target time for critical/emergency cases is 2 hours. In other cases of an "urgent" nature a 6 hour turn round would be required. In "routine" cases the expected turnaround time would be within the working

day/opening hours of the airport on the day the call is made. The split by each category at present is 15% critical/emergency, 15% urgent and 70% routine.

There has been a step increase in transfers over the past couple of years primarily due to changes and developments in clinical practices and to an increasingly aging population. However any prediction in the forward trend is hard to make but may increase further.

At present the aircraft used to provide the service to both islands are fixed wing and in the case of the States of Guernsey are pressurised and manned by two pilots, Jersey one pilot. However, the States are prepared to consider proposals for either fixed and/or rotary wing aircraft which may or may not be pressurised provided they are of a sufficient size to accommodate patients, crew, staff, equipment and possibly accompanying passengers, able to operate over water at night and fulfil all other safety standards, licensing and insurance requirements outlined in this document.

Similarly the number and qualifications of staff provided to accompany the patients must conform to Guernsey's specifications stated.

During 2010 transfers were made to 14 different destinations including inter island and returning patients to both islands. The majority of flights were made to airports in the south of the UK including Southampton, London, Salisbury and Exeter.

Who are the Channel Islands?

The Bailiwick of Guernsey

The Bailiwick of Guernsey (Guernsey) situated in the Bay of St Malo 30 miles west off the Normandy coast includes a number of islands in addition to Guernsey. These are Alderney, Sark, Herm, Jethou, Brecqhou and Lihou. Guernsey is part of the British Isles but not part of the UK. The government of Guernsey is called the States of Deliberation and the legal entity for tendering purposes is the States of Guernsey.

The Bailiwick of Jersey

The Bailiwick of Jersey (Jersey) is the most Southerly Island of the British Isles and is the largest of the Channel Islands with an area of 118.2 sq. km. The Island is a Crown Dependency and although not part of the U.K. owes allegiance to the British Crown. The government of Jersey is called the States of Jersey

Tax

Special terms were negotiated for the Channel Islands with regard to the EU. These are contained in Protocol 3 to the Treaty of Accession. The effect of the protocol is that the Bailiwicks are both within the Common Customs Area and the Common External Tariff. Other community rules do not apply to the Bailiwicks.

Under terms negotiated by Her Majesty's Government with the European Union (EU), the Authority is not required to apply Value Added Tax or any other European Union Tax. Imports from the United Kingdom or from any other Member of the EU must be invoiced completely free of internal tax.

For the specification for GUERNSEY please see 'LOT 1 - SECTION 2: STATES OF GUERNSEY SPECIFICATION DOCUMENTS'

For the Specification for JERSEY please see attachment 'LOT 2 - SECTION 2: STATES OF JERSEY SPECIFICATION DOCUMENTS'

Lot 1 - Section 2 - States of Guernsey **Specification Documents**

Provision of Patient Air Transfers

CONTENTS

2. Definitions.
3. Availability and Aircraft and Equipment.
4. Maintenance of Service.
5. Compliance with Statutory and other Requirements.
6. Additional Responsibilities.
7. The Authority Responsibilities
8. The Contractor's Insurance

2. Definitions

In this Specification:

“**Aircraft**” means the aircraft identified in the Contractor’s Form of Tender and referred to in the Further Terms and Condition of Tender (“Tender Documents”) (together with any approved substitute) in provision of the Services (as referred to in the Tender Documents”)

“**Authority**” means the States of Guernsey.

“**Authorised Officer**” mean the persons for the time being appointed by the Authority as being authorised to administer the Agreement on behalf of the Authority.

“**Flying Time**” means the period from when the aircraft’s wheels leave the ground to when they touch the ground as evidenced by the aircraft’s log sheet. Flying time shall be calculated to the nearest 5 minutes.

“**Passenger**” means any person carried in an aircraft, this includes the Patient or any person authorised or commissioned by the Authority to accompany the Patient, but not the Contractor’s Personnel or any employee, servant or agent of the Contractor.

“**Patient**” means any person required by the Authority to be transported by aircraft during the performance of the Services.

“**Statutory Requirements**” means all provisions relevant to the compliance by the Contractor with its duties either expressed or implied by this Tender under any Act or Statutory Instrument and/or every Regulation or directive of the Bailiwick of Guernsey, the Bailiwick of Jersey and European Union and/or every Statutory Instrument Order or Regulation made pursuant to such Act or Directive.

“**Contractor**” means the duly authorised representative of the Contractor and any Aircraft operator used by the Contractor to provide the Services in accordance with the Form of Tender and Further Terms and Conditions of Tender for the purposes of this Tender.

3. Availability and Aircraft and Equipment

3.1 The Contractor shall provide a 24 hour, 365 days of the year, operation centre to provide a 24hr, 365 days of the year call out and service provision. Verbal confirmation shall be given to the requesting Authority within 30 minutes of a request from the Authority being received, stating the Contractors ability to carry out the charter with suitably equipped aircraft.

3.2 The Contractor must ensure that a suitable aircraft appropriately fitted out for air ambulance duties (including the transport of an incubator) is based at Guernsey or available for takeoff from an airport within easy reach within the required timescales outlined below 365 days a year:

- 3.2.1 2 hour of a request for critical, cardiology, trauma and head injury patients
- 3.2.2 2 hour of a request for emergency cases
- 3.2.3 6 hours of a request for urgent cases
- 3.2.4 Routine transfers should be provided within the working day / airport opening hours following the request being made

The Authorities Authorised Officer will assess each case and inform the Contractor of which service level is required.

3.3 The type(s) of aircraft to be used will need to facilitate the easy loading/unloading of a stretcher patient or incubator with adequate door openings etc. In particular the height of the aircraft floor or of any mechanical lifting and handling system should not exceed three foot six inches from the ground unless the aircraft is fitted with a suitable ramp

3.4 The Contractor will be responsible for ensuring that the air ambulance provided has Civil Aviation-approved fixings and electrical connections for:

- 3.4.1 Stretcher
- 3.4.2 Incubator
- 3.4.3 Medical equipment

It must also be fitted with a loading system including suction and oxygen and be fitted with D.C. power connections.

The equipment and procedures provided must comply with the current Intensive Care Society guidelines and any changes that may take place in these guidelines.

3.5 The space inside the aircraft should be sufficient to accommodate a stretcher or an incubator with room for up to three clinical staff to attend to the patient during the flight (including for parents in the case of neonates) and allow for sufficient room for aircrew.

3.6 The patient should be transferred from road ambulance to air ambulance and vice-versa under cover. Wherever possible, an indoor handling area should be used to ensure patient care and confidentiality. However, a system of direct transfer between the ambulances on the tarmac would also be acceptable on occasions when it is deemed in the patient's best interest and is time critical. In specific cases of cardio logical emergency when time is critical, the Contractor's medical team must be able to access the patient directly on the tarmac from the paramedics.

3.7 The Contractor will be required to guarantee that the time from receiving a telephone call requesting an air ambulance to the time when the aircraft is ready to take-off from Jersey or Guernsey Airport as required will not exceed the requested call out period under normal circumstances.

3.8 Should the Contractor delay or cancel the departure of an aircraft within the Contractors control beyond the requested call out period the Authority shall be entitled at its discretion to recover all its costs including any charges above and beyond the Contractors schedule of rates for the use of a replacement air ambulance service and any other service used. This will exclude delays caused by the acts or omissions of the Authority.

3.9 The use of identifiable markings or livery on the aircraft provided by the Contractor shall be subject to mutual agreement between the Contractor and the Authority and shall not be changed during the term of the Contract unless first mutually agreed between the Contractor and the Authority.

3.10 The Contractor should ensure that medical equipment for all types of patient transfer is available to be provided if and when required by the Authority.

3.11 The Contractor is to provide the following equipment as a minimum and required by the Authority, for neonate patients:

- 3.11.1 Intensive care transport incubator with ventilator which must have housing for monitors and pumps in line with CAA specifications.
- 3.11.2 Spare oxygen and air cylinders
- 3.11.3 Multi-parameter monitor with cardiac and respiratory, invasive and non-invasive blood pressure, temperature and O₂ saturation monitoring (ETCO₂ if ventilated);
- 3.11.4 three (3) intravenous pumps with pressure monitoring
- 3.11.5 250ml re-breathing bag (e.g. Ambu or Laerdal) and mask with oxygen reservoir
- 3.11.6 emergency transfer case with emergency drugs and spare equipment (IV cannulae, ET tubes etc)
- 3.11.7 ability to provide nitric oxide support

3.12 The Contractor is to provide the following equipment as a minimum when required by the Authorities, for critically ill adult patients:

- 3.12.1 ventilator
- 3.12.2 Transport Monitor Propaq monitoring equipment. (Suitable monitoring equipment able to monitor ECG, NIBP, 2 invasive pressures, SpO₂ and CO₂)
- 3.12.3 three (3) intravenous pumps with pressure monitoring
- 3.12.4 re-breathing bag (e.g. Laerdal or Ambu)
- 3.12.5 emergency transfer case (Thomas Bag)
- 3.12.6 defibrillator
- 3.12.7 emergency drugs, IV kit / Saline etc.

3.13 It will be the responsibility of the Contractor to ensure that any equipment provided by the Authority for the provision of the contract will be appropriately located and secured within the aircraft (or in a suitable location when not in use within the aircraft) and that any necessary services are provided. The Contractor will be responsible for the costs of repair or replacement of any Authority equipment that is damaged through the acts or omissions of the contracted supplier, its employees, agents or other parties commissioned by the Contractor to provide any part of the Services.

3.14 The Contractor shall be responsible for the safe return of the Authority equipment if used in the provision of the contract within an agreed period of time as directed by the Authorities Authorised Officer s.

3.15 The Contractor shall not use any of the Authority equipment provided or purchased by the Authority for any tasks outside of this agreement.

3.16 The Contractor will be responsible for making all arrangements with all relevant Airport Authority to open the airport to despatch, or receive, the patient being transported by the Authority by road ambulance to or from the relevant Airport.

4. Maintenance of Service

4.1 The Contractor shall provide and maintain equipment and operate the aircraft for the performance of the Services in accordance with this Specification... The Contractor will be required to manage all their contractual relationships, including any annual charges with all relevant Airports' handling agents. The Contractor should ensure any costs are included within their price submissions

4.2 The Contractor shall maintain, repair and overhaul the aircraft in accordance with the manufacturers specification throughout the contract period as necessary and shall there by ensure that all aircraft are in a fully serviceable condition and available for the provision of the Services as and when required.

4.3 The Contractor shall have in place suitable arrangements to cover for planned and unplanned maintenance to ensure aircraft availability at all times during the contract period.

5. Compliance with Statutory and Other Requirements

5.1 The Contractor has the responsibility to ensure that a valid Certificate of Airworthiness in the Public Transport Category is maintained for all the aircraft used to provide the service.

5.2 The Contractor will obtain all licences and permits necessary for the operation of the aircraft in the Operational Area

5.3 The Contractor has overall responsibility as to whether or not a flight should be undertaken, and as to the manner of performing operations hereunder including without limitation aircraft

serviceability, acceptable load limits, routes, weather, flying and landing site conditions prevailing at the time.

5.4 All aircraft and equipment provided and used by the Contractor shall conform to all relevant public transport regulations and all other applicable Statutes and Regulations pertaining to the transport of patients and passengers by aircraft.

5.5 The Contractor shall at all times perform the Services in a good and safe manner in accordance with the Contractors Operations Manual and with public transport criteria as laid down by the Civil Aviation Authority and the Joint Aviation Authority.

5.6 The Contractor shall ensure that a minimum of two aircrew are available for all operations and all pilots of the aircraft shall be Civil Aviation Authority qualified, possess current and valid Instrument Rating and are fully trained in air ambulance operations. Details of aircrew experience should be provided by the Contractor.

5.7 The Contractor shall ensure that all engineers shall be qualified and possess current licences applicable to the aircraft type operated.

5.8 Where there is in force an appropriate EU standard (or British standard where there is no equivalent EU standard) all goods used or supplied and all work undertaken shall as a minimum requirement be in accordance with that standard but compliance with such standard shall be without prejudice to any higher standard required by the Tender.

5.9 The Contractor shall comply with its obligations under the Data Protection Laws for both Bailiwicks, including adherence to the Data Protection Principles and such provisions as the Authority shall reasonably stipulate.

6. Contractor's Additional Responsibilities

6.1 The Contractor shall comply and adhere to instructions and directions of the Authority relating to the provision of the Services.

6.2 The Contractor shall assign sufficient qualified and trained staff to provide and supervise the Services at all times. Those supervising staff shall have the skills and competencies that are necessary and appropriate for the proper performance of the Services.

6.2.1 All medical staff, on all flights, must be registered on the Specialist Register or must be under supervision, on all flights, of a Doctor registered on the Specialist Register.

6.3 The contracted supplier should have access to appropriately trained medical staff to use for the provision of the Services to the States of Guernsey (except in the case of specific emergency situations). Contractors should set out fee rates for the provision of personnel as directed within the pricing schedule.

6.4 The Contractor shall have at minimum the following medical and health care staff available to them:

6.4.1 paramedic staff with at least 12 months experience

6.4.2 anaesthetist or intensive care doctor or intensivist with experience in transferring sick patients by air

6.4.3 intensive care nurses with experience of transferring sick adults by air

6.4.4 paediatrician / neonatologist with experience in transferring sick neonates by air

6.4.5 paediatric nurse with experience of transferring neonates by air

6.4.6 or a combination of medical staff as deemed appropriate though discussion with the Authorised Officer reasonable for the patient and their transfer.

6.4.7 The Contractor must be able to access advice from fully qualified air ambulance Personnel at all times.

6.5 In addition to the above requirements the Authority would prefer the Contractor to have access to specialists who can provide the following advice to the clinical staff carrying out the transfer of the patient as per section 6.4:

6.5.1 Anaesthesiologists including consultants with intensive care experience

6.5.2 Paediatricians

6.5.3 Trauma and orthopaedic consultants

6.5.4 Cardiologists

6.5.5 General surgeons

6.5.6 Consultants in general medicine

6.5.7 Obstetricians / gynaecologists

6.5.8 Neurosurgeons

which it may call upon to accompany patients or seek further advice from during or prior to any patient transfer.

6.6 The Contractor shall make available an aircraft for all Authority air transfer training courses and provide appropriate training for Authority staff in connection with air ambulance transfers or any other aspect of the service provision that training or familiarisation is required.

6.7 The Contractor shall ensure that all passengers are given a full passenger safety briefing.

6.8 The Contractor shall ensure that only its nominated staff together with patients and other persons authorised by the Authority are permitted to travel in any aircraft whilst being used in the provision of the Services.

6.9 The clinical care of a patient being transferred by air ambulance remains at all times the responsibility of the Contractor's medical team. All information, notes and results will be provided to such staff on, or prior to transfer.

6.10 The medical staff responsible for the care of the patient will provide the handover of care to the UK consultant and must ensure all information, notes and results provided are given to the consultant in charge of the patients care or the relevant registrar or senior house officer on duty at the time of the transfer.

6.11 The clinical responsibility for the patient and general safety of the patient transfers to the Contractor at the time of leaving the ward in Guernsey and whilst the patient/stretchers/incubator or other equipment is fixed into position in the aircraft.

6.12 The Contractor shall be responsible for the security of all aircraft and equipment provided and used by the Contractor in or about the provision of the Services or otherwise belonging to the Contractor or its staff.

6.13 The Contractor shall arrange appropriate extensions at airports which the Contractor's aircraft may require to use outside the normal hours of operation of those airports and ensure that all arrangements are in place with all the necessary handling agents to ensure availability as required and to include any charges related to these arrangements.

6.14 The Contractor shall provide appropriate uniforms and safety equipment for its pilots.

6.15 The Contractor shall reimburse all expenses associated with its personnel including but without limitation, all wages, taxes, benefits, allowances, social security contributions and (save as expressly provided for) the cost of accommodation travelling and subsistence. [

6.16 The Contractor shall ensure that its staff report to it all matters which occur in the provision of the service which are of an irregular or questionable nature or which may cause civil or criminal legal proceedings to be taken against the Contractor, the Authority, the aircraft operator (if relevant) or any members of their respective staff.

6.17 The Contractor shall inform the authorised officers immediately verbally of any such matter arising under paragraph 6.14 and shall also complete a full written report to the authorised officer as soon as reasonably practical.

6.18 The Contractor shall at no additional charge assist the Authority in any enquiry or action subsequent and pursuant to any matter arising under paragraph 6.14.

6.19 All incidents or accidents involving the aircraft, any personal injury or death or significant risk of personal injury to, or death of any person arising out of the provision of the service shall be notified by the Contractor to the Authorities Authorised Officer immediately or as soon as is reasonably practicable after the incident or accident occurs.

6.20 A report detailing the following information as a minimum shall be provided within 24 hours of the incident or accident occurring.

6.20.1 the member of staff or other person reporting the incident or accident

6.20.2 the name and address (if known) of each person involved in the incident or accident

6.20.3 the nature and extent of the incident or accident including details of any personal injury or death actually suffered

6.20.4 the date and time of the incident or accident.

6.20.5 the date and time of the incident or accident was reported to a body required by law e.g. Civil Aviation Authority (CAA)

6.21 The notification of any incident or accident by the Contractor to the authorised officers in no way relieves or excuses the Contractor or its staff from any liability incurred by reason of such incident or accident.

6.22 The record of incidents and accidents shall be open to inspection by the Authority' authorised officer at all reasonable times.

6.23 The Contractor shall record information on each flight and separate service delivery event in the format agreed with the Authority.

6.24 The Contractor shall be fully responsible for ensuring that any aircraft operator which it uses to provide the Services complies in all respects with the Form of Tender, this Specification and the Further Terms and Conditions of Tender.

6.25 The Contractor shall ensure its staff or agents report to it all matters which affect or impair their ability to provide any of the services including but not limited to matters affecting their health or the inability to meet the requirements of the appropriate licensing bodies or Authority such as CAA or GMC.

7. Authority Responsibilities

7.1 Except as otherwise specified in these documents the Authority shall provide the following:

7.1.1. Full employee liability insurance cover for the Authority personnel.

7.1.2 All medicines and medical supplies/equipment required to be carried on board the aircraft that is the property of the Authority and is not the responsibility of the Contractor.

7.1.3 All necessary protective clothing for the Authority personnel to be transported in the aircraft.

8. Insurance

The Contractor shall effect and maintain the following insurance for the period of the Contract:

8.1 Aircraft third party and passenger legal liability insurance with a minimum limit of indemnity of FIFTEEN MILLION POUNDS (£15,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.2 Employers liability insurance with a minimum limit of indemnity of TEN MILLION POUNDS (£10,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.3 Public liability insurance with a minimum limit of indemnity of TEN MILLION POUNDS (£10,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.4 Hull "All Risks" insurance and Hull "War Risks" in respect of all aircraft with a limit of not less than the full replacement value of each aircraft.

8.5 In respect of detachable medical equipment all risks insurance in the sum of FIFTY THOUSAND POUNDS (£50,000) for each claim or such higher limit as the Authority may reasonably require from time to time

8.6 Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Contractor.

8.7 All such policies of insurance shall be with an EU insurer of repute on normal commercial terms and shall:

8.6.1 Be endorsed to preclude any rights of subrogation against the Authority or any employee or agent of the Authority.

8.6.2 Be endorsed where possible under the relevant insurance policy designating the Authority as additional named insured.

8.8 The Contractor will deal speedily and efficiently with all claims submitted to it by third parties which shall be dealt with either by staff or by referring such claims to its insurers.

8.9 The Contractor shall not be entitled to settle any claim or action in respect of which the Contractor had an obligation to insure and to indemnify the Authority without the prior written consent of the Authority and the Contractor shall if so required by the Authority assign to it the right to defend any claim or action on behalf of the Contractor and shall grant the Authority such reasonable assistance (at the Authority expense) as it may require in defending any claim or action.

8.10 The Contractor shall ensure that any aircraft operator which it uses to provide the Services is noted on the Contractor's insurance policy or policies and is covered by such policy or policies in accordance with this clause 8 AND/OR the said aircraft operator carries its own insurance which complies with this clause 8 to the satisfaction of the Authority.

8.11 The Contractor shall fully indemnify the Authority and its servants/agents in respect of any loss or damage howsoever arising from any act or omission of the Contractor and its servants/agents. The Authority reserves the right to offset any loss or damage against any sums owed to the Contractor

Lot 2 - Section 2 - States Of Jersey
Specification Documents

Provision of Patient Air Transfers

CONTENTS

2. Definitions.
3. Availability and Aircraft and Equipment.
4. Maintenance of Service.
5. Compliance with Statutory and other Requirements.
6. Additional Responsibilities.
7. The Authority Responsibilities
8. The Contractor's Insurance

2. Definitions

In this Specification:

“**Aircraft**” means the aircraft identified in the Contractor’s Form of Tender and referred to in the Further Terms and Condition of Tender (“Tender Documents”) (together with any approved substitute) in provision of the Services (as referred to in the Tender Documents”)

“**Authority**” means the States of Jersey.

“**Authorised Officer**” mean the persons for the time being appointed by the Authority as being authorised to administer the Agreement on behalf of the Authority.

“**Flying Time**” means the period from when the aircraft’s wheels leave the ground to when they touch the ground as evidenced by the aircraft’s log sheet. Flying time shall be calculated to the nearest 5 minutes.

“**Passenger**” means any person carried in an aircraft, this includes the Patient or any person authorised or commissioned by the Authority to accompany the Patient, but not the Contractor’s Personnel or any employee, servant or agent of the Contractor.

“**Patient**” means any person required by the Authority to be transported by aircraft during the performance of the Services.

“**Statutory Requirements**” means all provisions relevant to the compliance by the Contractor with its duties either expressed or implied by this Tender under any Act or Statutory Instrument and/or every Regulation or directive of the Bailiwick of Guernsey, the Bailiwick of Jersey and European Union and/or every Statutory Instrument Order or Regulation made pursuant to such Act or Directive.

“**Contractor**” means the duly authorised representative of the Contractor and any Aircraft operator used by the Contractor to provide the Services in accordance with the Form of Tender and Further Terms and Conditions of Tender for the purposes of this Tender.

3. Availability and Aircraft and Equipment

3.1 The Contractor shall provide a 24 hour, 365 days of the year, operation centre to provide a 24hr, 365 days of the year call out and service provision. Verbal confirmation shall be given to the requesting Authority within 30 minutes of a request from the Authority being received, stating the Contractors ability to carry out the charter with suitably equipped aircraft.

3.2 The Contractor must ensure that a suitable aircraft appropriately fitted out for air ambulance duties (including the transport of an incubator) is based at Guernsey or available for takeoff from an airport within easy reach within the required timescales outlined below 365 days a year within 1 hour of a call.

3.3 The type(s) of aircraft to be used will need to facilitate the easy loading/unloading of a stretcher patient or incubator with adequate door openings etc. In particular the height of the aircraft floor or of any mechanical lifting and handling system should not exceed three foot six inches from the ground unless the aircraft is fitted with a suitable powered loading system

3.4 The Contractor will be responsible for ensuring that the air ambulance provided has Civil Aviation-approved fixings and electrical connections for:

3.4.1 Stretcher

3.4.2 Incubator

3.4.3 Medical equipment

It must also be fitted with oxygen and with D.C. power connections.

The equipment and procedures provided must comply with the current Intensive Care Society guidelines and any changes that may take place in these guidelines.

3.5 The space inside the aircraft should be sufficient to accommodate a stretcher or an incubator with room for up to three clinical staff to attend to the patient during the flight and allow for sufficient room for aircrew.

3.6 The patient should be transferred from road ambulance to air ambulance and vice-versa under cover. Wherever possible, an indoor handling area should be used to ensure patient care and confidentiality. However, a system of direct transfer between the ambulances on the tarmac would also be acceptable on occasions when it is deemed in the patient's best interest and is time critical.

3.7 The Contractor will be required to guarantee that the time from receiving a telephone call requesting an air ambulance to the time when the aircraft is ready to take-off from Jersey Airport as required will not exceed two hours under normal circumstances.

3.8 Should the Contractor delay or cancel the departure of an aircraft within the Contractors control beyond the requested call out period the Authority shall be entitled at its discretion to recover all its costs at the rate of ONE THOUSAND POUNDS (£1000) per hour delay or part thereof.

3.9 The use of identifiable markings or livery on the aircraft provided by the Contractor shall be subject to mutual agreement between the Contractor and the Authority and shall not be changed

during the term of the Contract unless first mutually agreed between the Contractor and the Authority.

3.10 It is the responsibility of the Contractor to ensure that any equipment provided by the Department is appropriately located and secured within the aircraft and that any necessary services are provided. The Contractor hereby indemnifies the Authority in respect of any loss or damage thereof caused by the failure of the Contractor to discharge the foregoing obligation.

3.11 The Contractor shall not use any patient care equipment provided or purchased by the Authority for any tasks outside the provision of the Services unless specifically authorised by the Authorities Authorised Officer.

3.12 The Contractor shall be responsible for the safe return of any of the Authority equipment used in the provision of the contract within an agreed period of time as directed by the Authorities Authorised Officer.

3.13 The Contractor will be responsible for making all arrangements with all relevant Airport Authority to open the airport to despatch, or receive, the patient being transported by the Authority by road ambulance to or from the relevant Airport.

4. Maintenance of Service

4.1 The Contractor shall provide and maintain equipment and operate the aircraft for the performance of the Services in accordance with this Specification... The Contractor will be required to manage all their contractual relationships, including any annual charges with all relevant Airports' handling agents. The Contractor should ensure any costs are included within their price submissions

4.2 The Contractor shall maintain, repair and overhaul the aircraft in accordance with the manufacturers specification throughout the contract period as necessary and shall thereby ensure that all aircraft are in a fully serviceable condition and available for the provision of the Services as and when required.

4.3 The Contractor shall have in place suitable arrangements to cover for planned and unplanned maintenance to ensure aircraft availability at all times during the contract period.

5. Compliance with Statutory and Other Requirements

5.1 The Contractor has the responsibility to ensure that a valid Certificate of Airworthiness in the Public Transport Category is maintained for all the aircraft used to provide the service.

5.2 The Contractor will obtain all licences and permits necessary for the operation of the aircraft in the Operational Area

5.3 The Contractor has overall responsibility as to whether or not a flight should be undertaken, and as to the manner of performing operations hereunder including without limitation aircraft serviceability, acceptable load limits, routes, weather, flying and landing site conditions prevailing at the time

5.4 All aircraft and equipment provided and used by the Contractor shall conform to all relevant public transport regulations and all other applicable Statutes and Regulations pertaining to the transport of patients and passengers by aircraft.

5.5 The Contractor shall at all times perform the Services in a good and safe manner in accordance with the Contractors Operations Manual and with public transport criteria as laid down by the Civil Aviation Authority and the Joint Aviation Authority.

5.6 The Contractor shall ensure that a member of aircrew is available for all operations and the pilot of the aircraft shall be Civil Aviation Authority qualified, possess current and valid Instrument rating and is fully trained in air ambulance operations. Details of aircrew experience should be provided by the Contractor.

5.7 The Contractor shall ensure that all engineers shall be qualified and possess current licences applicable to the aircraft type operated.

5.8 Where there is in force an appropriate EU standard (or British standard where there is no equivalent EU standard) all goods used or supplied and all work undertaken shall as a minimum requirement be in accordance with that standard but compliance with such standard shall be without prejudice to any higher standard required by the Tender.

5.9 The Contractor shall comply with its obligations under the Data Protection Laws for both Bailiwicks, including adherence to the Data Protection Principles and such provisions as the Authority shall reasonably stipulate.

6. Contractor's Additional Responsibilities

6.1 The Contractor shall comply and adhere to instructions and directions of the Authority relating to the provision of the Services.

6.2 The Contractor shall assign sufficient qualified and trained staff to provide and supervise the Services at all times. Those supervising staff shall have the skills and competencies that are necessary and appropriate for the proper performance of the Services.

6.3 Whilst it is the Authority intention to provide medical staff for the operation of the air transfers, the Contractor should have access to appropriately trained medical staff to call upon as emergency cover. The Contractor should set out fee rates for these services.

6.4 The Contractor shall make available an aircraft for all Authority air transfer training courses and provide appropriate training for Authority staff in connection with air ambulance transfers or any other aspect of the service provision that training or familiarisation is required.

6.5 The Contractor shall ensure that all passengers are given a full passenger safety briefing.

6.6 The Contractor shall ensure that only its nominated staff together with patients and other persons authorised by the Authority are permitted to travel in any aircraft whilst being used in the provision of the Services.

6.7 Whilst the clinical care of a patient being transferred by air ambulance remains at all times the responsibility of the Authority, responsibility for the general safety of the patient transfers to the Contractor whilst the patient/stretchers/ incubator or other equipment is fixed into position in the aircraft.

6.8 The Contractor shall be responsible for the security of all aircraft and equipment provided and used by the Contractor in or about the provision of the Services or otherwise belonging to the Contractor or its staff.

6.9 The Contractor shall arrange appropriate extensions at airports which the Contractor's aircraft may require to use outside the normal hours of operation of those airports and ensure that all arrangements are in place with all the necessary handling agents to ensure availability as required and to include any charges related to these arrangements.

6.10 The Contractor shall provide appropriate uniforms and safety equipment for its pilots.

6.11 The Contractor shall reimburse all expenses associated with its personnel including but without limitation, all wages, taxes, benefits, allowances, social security contributions and (save as expressly provided for) the cost of accommodation travelling and subsistence. [

6.12 The Contractor shall ensure that its staff report to it all matters which occur in the provision of the service which are of an irregular or questionable nature or which may cause civil or criminal legal proceedings to be taken against the Contractor, the Authority, the aircraft operator (if relevant) or any members of their respective staff.

6.13 The Contractor shall inform the authorised officers immediately verbally of any such matter arising under paragraph 6.12 and shall also complete a full written report to the authorised officer as soon as reasonably practical.

6.14 The Contractor shall at no additional charge assist the Authority in any enquiry or action subsequent and pursuant to any matter arising under paragraph 6.12.

6.13 All incidents or accidents involving the aircraft, any personal injury or death or significant risk of personal injury to, or death of any person arising out of the provision of the service shall be notified by the Contractor to the Authorities Authorised Officer immediately or as soon as is reasonably practicable after the incident or accident occurs.

6.19 A report detailing the following information as a minimum shall be provided within 24 hours of the incident or accident occurring.

6.19.1 the member of staff or other person reporting the incident or accident

6.19.2 the name and address (if known) of each person involved in the incident or accident

6.19.3 the nature and extent of the incident or accident including details of any personal injury or death actually suffered

6.19.4 the date and time of the incident or accident.

6.19.5 the date and time of the incident or accident was reported to a body required by law e.g. Civil Aviation Authority (CAA)

6.20 The notification of any incident or accident by the Contractor to the authorised officers in no way relieves or excuses the Contractor or its staff from any liability incurred by reason of such incident or accident.

6.21 The record of incidents and accidents shall be open to inspection by the Authority' authorised officer at all reasonable times.

6.22 The Contractor shall record information on each flight and separate service delivery event in the format agreed with the Authority.

6.23 The Contractor shall be fully responsible for ensuring that any aircraft operator which it uses to provide the Services complies in all respects with the Form of Tender, this Specification and the Further Terms and Conditions of Tender.

6.25 The Contractor shall ensure its staff or agents report to it all matters which affect or impair their ability to provide any of the services including but not limited to matters affecting their health or the inability to meet the requirements of the appropriate licensing bodies or Authority such as CAA or GMC.

7. Authority Responsibilities

7.1 Except as otherwise specified in these documents the Authority shall provide the following equipment, supplies and services throughout the duration of the Tender period:

7.1.1. fully trained doctors, nurses, paramedics, ambulance technicians for use at the airport, or escorts or any combination of these as deemed appropriate by the Authority on each operational flight

7.1.2 Full employee liability insurance cover for Authority personnel via the States of Jersey Insurers.

7.1.3 all medicines and medical supplies/equipment required to be carried on board the aircraft not identified in this document as being the responsibility of the Tenderer.

7.1.4 all necessary protective clothing for its personnel to be transported in the aircraft.

7.2 The Authority reserves its rights entirely and shall be under no obligation to accept the lowest tender or any tender at all following this tender process.

8. Insurance

The Contractor shall effect and maintain the following insurance for the period of the Contract:

8.1 Aircraft third party and passenger legal liability insurance with a minimum limit of indemnity of FIFTY MILLION POUNDS (£50,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.2 Employers liability insurance with a minimum limit of indemnity of TEN MILLION POUNDS (£10,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.3 Public liability insurance with a minimum limit of indemnity of TEN MILLION POUNDS (£10,000,000) for each claim or such higher limit as the Authority may reasonably require from time to time.

8.4 Hull "All Risks" insurance and Hull "War Risks" in respect of all aircraft with a limit of not less than the full replacement value of each aircraft.

8.5 In respect of detachable medical equipment all risks insurance in the sum of FIFTY THOUSAND POUNDS (£50,000) for each claim or such higher limit as the Authority may reasonably require from time to time

8.6 Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Contractor.

8.7 All such policies of insurance shall be with an EU insurer of repute on normal commercial terms and shall:

8.6.1 Be endorsed to preclude any rights of subrogation against the Authority or any employee or agent of the Authority.

8.6.2 Be endorsed where possible under the relevant insurance policy designating the Authority as additional named insured.

8.8 The Contractor will deal speedily and efficiently with all claims submitted to it by third parties which shall be dealt with either by staff or by referring such claims to its insurers.

8.9 The Contractor shall not be entitled to settle any claim or action in respect of which the Contractor had an obligation to insure and to indemnify the Authority without the prior written consent of the Authority and the Contractor shall if so required by the Authority assign to it the right to defend any claim or action on behalf of the Contractor and shall grant the Authority such reasonable assistance (at the Authority expense) as it may require in defending any claim or action.

8.10 The Contractor shall ensure that any aircraft operator which it uses to provide the Services is noted on the Contractor's insurance policy or policies and is covered by such policy or policies in accordance with this clause 8 AND/OR the said aircraft operator carries its own insurance which complies with this clause 8 to the satisfaction of the Authority.

8.11 The Contractor shall fully indemnify the Authority and its servants/agents in respect of any loss or damage howsoever arising from any act or omission of the Contractor and its servants/agents. The Authority reserves the right to offset any loss or damage against any sums owed to the Contractor

SECTION 3 – AIR MOVEMENT

Air Transfer Movement Details 2008 / 2009 / 2010

Air Ambulance Transfers Channel Island - Facts and Figures						
	Guernsey			Jersey		
	2008	2009	2010	2008	2009	2010
	Nos/Value	Nos/Value	Nos/Value	Nos/Value	Nos/Value	Nos/Value
Total Number of Transfers	75	108	164	262	259	318
Air Transfers Out of Islands	n/a	n/a	106	n/a	n/a	254
Air Transfers In to Islands	n/a	n/a	58	n/a	n/a	64
Total Number of Supplier Provided Medical Escorts	n/a	n/a	160	18	11	10
No of destinations 2010	13			14+		
Destinations 2010	Alderney			Biggin Hill		
	Guernsey Airport			Exeter		
	Jersey			Farnborough		
	London			Guernsey		
	PEH Guernsey			Kiddlington		
	Portsmouth			Liverpool		
	Royal Marsden			London gatwick		
	Salisbury			Luton		
	Southampton			Manchester		
	Stanmore			Northolt		
	Surrey			Plymouth		
	Thornford			Rennes St Jacques		
	Wessex			Southampton		
				Stanstead		
				Other		

(Data does not include inter-island transfers from Guernsey to Alderney and Sark and Vice Versa)

SECTION 4 – CONTRACT AWARD CRITERIA

1 Method of evaluation

1.1. Tender evaluation shall be conducted against pre-determined Contract Award Criteria. The award of any Contract will be on the basis of the “Most Economically Advantageous Tender”.

1.2. The “Most Economically Advantageous Tender” will take into account cost incurred by the Authorities in completing the Contract and other additional Contract Award Criteria:

Quality of Tender Submission	60%
Financial	35%
Presentation	5%

1.3. The Authorities wish to see a resilient and robust proposal which includes contingency risk analysis and planning so as to ensure that the service is available at all times.

1.4. Where a Tenderer proposes to carry out the Contract or part of the Contract utilising innovative methods which the Authorities may consider could provide future benefits to them, an evaluation will be made on the benefit to the Authorities and any cost advantage shall be taken into account in assessing the Most Economically Advantageous Tender.

1.5. The Authorities reserve its rights entirely and shall be under no obligation to accept the lowest tender or any tender at all following this tender process.

NB: These Criteria are not ranked in any order of significance or importance