

# INVITATION TO TENDER (ITT)

for

## Occupational Health Services



### COMPLETED BY

<b>ORGANISATION</b>	[Tenderer to complete]
<b>NAME</b>	[Tenderer to complete]
<b>DATE</b>	[Tenderer to complete]

**TO BE COMPLETED AND RETURNED TO THE COUNCIL**

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

## TABLE OF CONTENTS

### For Completion:

- Schedule 1 - Entry Level Questions
- Schedule 2 - Organisation Information
- Schedule 3 - Service Delivery Questions
- Schedule 4 - IT Standards
- Schedule 5 - References
- Schedule 6 - Schedule of Prices
- Schedule 7 - Freedom of Information 2000
- Schedule 8 - Form of Tender
- Schedule 9 - Tender Checklist

### For Information Only:

Introduction and Instructions 1.1-2.9

- Appendix A - Specification
- Appendix B - Terms and Conditions
- Appendices C1, C2 - Current Services
- Appendix D - System Demonstration
- Appendices E1, E2 and E3 - ICT and Information Policies
- Appendix F - Evaluation Spreadsheet
- Appendix G - TUPE Information
- Appendix H - Freedom of Information Act 2000
- Appendix I - Whistle blowing policy (WBC)
- Appendix J - Equality in employment policy (WBC)

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

## INVITATION TO TENDER

---

# 1 Introduction

## 1.1 Background

- 1.1.1 Bracknell Forest Council (BFC) is located in central Berkshire and became a Unitary authority in April 1998. The Council's services are divided between four directorates - Corporate Services; Adult Social Care, Health and Housing; Environment, Culture and Communities; and Children, Young People and Learning.
- 1.1.2 West Berkshire Council (WBC) is located in the western part of Berkshire and became a Unitary authority in April 1998. The Council's services are divided between three directorates - Communities, Environment and Resources.
- 1.1.3 Any reference to the Council refers to both BFC and WBC.
- 1.1.4 The Occupational Health (OH) service is a business function provided to all directorates and a tool to reduce absence and assist people back into the workplace, rather than a health and support service for Council Employees. A counselling service is provided separately to support Council Employees.
- 1.1.5 This ITT has been issued by Bracknell Forest Council on behalf of Bracknell Forest Council (BFC) and West Berkshire Council (WBC) and sets out how your organisation can tender for the provision of Occupational Health Services to both. BFC will be the lead Council on all procurement matters but all decisions are joint.

## 1.2 Outline Requirement

- 1.2.1 The core functions of the Occupational Health Service will cover the following: pre-employment screening/medicals, sickness referrals/medical assessments, health surveillance and screening, immunisations/vaccinations, general health guidance and advice, health promotions.
- 1.2.2 Details of the volume of activity over the last 4 years are included in Appendices C1 and C2 Current Services.
- 1.2.3 The contract duration will be for a maximum of 5 years, covering an initial period of 3 years plus 1 optional extension of 2 years (i.e. 3 + 2) or 2 extensions of 1 year (3 + 1 + 1).
- 1.2.4 This is a joint procurement only. After contract award each Council will enter into their own contract with the successful bidder.

## 1.3 TUPE

- 1.3.1 BFC and WBC current contractors have provided information on staff that they believe benefit from the Transfer of Undertakings (Protection of Employment) regulations on expiry of the current contractual arrangements.

The contractor for BFC is: Heales Medical Ltd, 27 Bridge Street, Hitchin, SG5 2DF.

The contractor for WBC is: PAM Group Ltd, Holly House, 73 Sankey Street, Warrington, WA1 1SL

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

Information for both companies will be made available on request by contacting the person named in 2.2.5

**Neither Council will be held responsible for the accuracy of the information provided and tenderers should contact the above contractors directly for further information.**

**1.4 Project Schedule**

The following is the proposed timetable for the procurement and implementation of Occupational Health Services.

Publish OJEU Notice on Tenders Electronic Daily		██████████
Publish advert in South East Business Portal and Contracts Finder		██████████
Last Questions from Tenderers		██████████
Issue Question & Answer Summary		██████████
Receive Response from Tenderers	Noon	██████████
Tenderers' Clarification Meetings and System Demonstrations		██████████████████
Contract Award		██████████
Contract Start Date		██████████

**2 Instructions to Tenderers**

**2.1 Entry Level Questions**

- 2.1.1 Please read through the documents included in this pack, in particular the Specification.
- 2.1.2 **Please complete Schedule 1 - Entry Level Questions.**
- 2.1.3 Please ensure that you include sufficient justification for any exception. If you do not pass the Entry Level Questions, we will not be able to consider your full tender.

**2.2 General Instructions**

- 2.2.1 If, having completed the Entry Level Questions, you intend to tender for the provision of Occupational Health Services to BFC and WBC, please read the following instructions carefully and prepare your tender accordingly.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

## INVITATION TO TENDER

---

- 2.2.2 Neither Council will be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.2.3 You are deemed to have obtained at your own expense all information necessary for the preparation of your tender.
- 2.2.4 Prior to the date for return of tenders, the Councils may clarify, amend or add to the documentation. A copy of each such instruction will be issued by BFC to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.2.5 Requests for clarification of the ITT documents must be made by email to the following:  
[geoff.reynolds@bracknell-forest.gov.uk](mailto:geoff.reynolds@bracknell-forest.gov.uk)
- 2.2.6 As soon as practical after receipt of any request for clarification, BFC will respond by email to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Councils, as being commercially sensitive. BFC will not be bound to respond to any request for clarification of the ITT which is received later than Thursday 20 October 2016.
- 2.2.7 Only clarifications made by BFC by email will form part of the ITT documents.
- 2.2.8 All questions and answers submitted by email, will be logged, summarised and issued to all tenderers by Tuesday the \_\_\_\_\_.
- 2.2.9 All information contained in the ITT shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

### **2.3 Tender Response**

2.3.1 Your tender must include:

- Schedule 1 - Entry Level Questions
- Schedule 2 - Organisation Information
- Schedule 3 - Service Delivery Questions
- Schedule 4 - IT Standards
- Schedule 5 - References
- Schedule 6 - Schedule of Prices
- Schedule 7 - Freedom of Information 2000
- Schedule 8 - Form of Tender
- Schedule 9 - Tender Checklist

**All sections must be responded to even if simply “Understood” or “Agreed”.**

2.3.2 The following documents are for information purposes only and should be read thoroughly:

Introduction and Instructions

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

---

INVITATION TO TENDER

---

Appendix A	- Specification
Appendix B	- Terms and Conditions
Appendices C1 and C2	- Current Services
Appendix D	- System Demonstration
Appendices E1, E2 and E3	- ICT and Information Policies
Appendix F	- Evaluation Spreadsheet
Appendix G	- TUPE Information
Appendix H	- Freedom of Information Act 2000
Appendix I	- Whistle blowing policy (WBC)
Appendix J	- Equality in employment policy (WBC)

2.3.3 Your tender must be divided into two separate sections and contain the information in each section below:

The technical section must include:

- Entry Level Questions (Schedule 1)
- Organisation Information (Schedule 2)
- Service Delivery Questions (Schedule 3)
- IT Standards (Schedule 4)
- References (Schedule 5)
- Tender Checklist (Schedule 9)

No pricing should be included in the technical section.

The commercial section must include:-

- Schedule of Prices (Schedule 6)
- Freedom of Information (Schedule 7)
- Form of Tender (Schedule 8)

2.3.4 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.3.5 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.3.6 All pricing should be stated exclusive of VAT.

2.3.7 Tenders shall remain open for an initial acceptance until contract commencement.

## **2.4 Submission of Tenders**

2.4.1 Submission of tenders is by email and we will not accept tenders on USB stick or CD.

2.4.2 Emails larger than 30Mb will be held for manual release and emails above 50Mb

ORGANISATION NAME: \_\_\_\_\_

## Occupational Health Services



DATE: \_\_\_\_\_

### INVITATION TO TENDER

---

will be rejected. For this reason, we recommend that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected.

- 2.4.3 The original, signed, tender must be returned by no later than noon (12) on [REDACTED].
- 2.4.4 Please send by e-mail to [tender.box@bracknell-Forest.gov.uk](mailto:tender.box@bracknell-Forest.gov.uk). Ensure that you include 'Occupational Health Services' in the subject of the e-mail.
- 2.4.5 Tenders received after the tender submission date/time may be rejected.

## 2.5 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.2.5 know by email as soon as possible, giving a brief reason(s).

## 2.6 Evaluation of Tenders

- 2.6.1 Suppliers must pass the Entry Level Questions in Schedule 1.
- 2.6.2 Suppliers must be financially sound. BFC will seek confirmation that suppliers meet minimum levels of economic and financial standing. Tenderers will be subject to a turnover check (annual contract value must not represent more than 50% of total turnover per annum). We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.6.3 Tenderers must have systems compliant with the requirements set out for security.
- 2.6.4 Tenderer's employees to be used in delivery of the Services must meet minimum requirements for professional qualification or have equivalent experience.
- 2.6.5 BFC will exclude from consideration suppliers who are significantly non-compliant in delivery of specified Services and system functionality.
- 2.6.6 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 2.6.7 The Total Cost of the goods, services or works, (50% of the total score)
- 2.6.8 The Quality of the solution in terms of such items such as experience of staff, equal opportunities, case management, systems and business continuity.
- 2.6.9 The Total Cost score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 69 of the Public Contracts Regulations 2015) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.6.10 The evaluation will include supplier system demonstrations. These demonstrations will not be separately scored, but will be used to improve understanding of the written responses and may affect the scoring.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

2.6.11 The headline Quality evaluation criteria are as follows:-

Criteria	Weighting	Applicable Document(s) & Section(s)
1.1 Specification Compliance	Pass/fail	Schedule 3
1.2 General	15	Schedule 3
1.3 Equal Opportunities	2	Schedule 3
1.4 Ability Staff	10	Schedule 3
1.5 Staff Performance	3	Schedule 3
1.6 Operations	25	Schedule 3
1.7 Systems	15	Schedule 3
1.8 References	5	Schedule 5
1.9 Service Performance Measurement	6	Schedule 3
1.10 Contract Management and Transition	15	Schedule 3
1.11 Business Continuity	2	Schedule 3
1.12 Health and Safety	2	Schedule 3
2. Pricing and Payment	Pass/fail	Schedule 3
3. Terms and Insurance	Pass/fail	Schedule 3

2.6.12 The evaluation spreadsheet which details any sub-criteria and formulae used is attached as Appendix F of this ITT.

2.6.13 Neither Council shall be under any obligation to award a contract for all or any part of the requirement set out in the ITT, to any tenderer or at all.

2.6.14 You may be required to answer any queries on your proposal and to attend formal meetings during the tender evaluation period. Additionally either Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.6.15 You will be required to demonstrate the system to be provided as part of the service at a formal meeting with both Councils during the tender evaluation period. Details of the requirements of the system demonstration are attached as Appendix D.

2.6.16 **Following tender evaluation, BFC and WBC will award separate contracts. Contract management will also be undertaken separately.**

## 2.7 Alternative Offers

2.7.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the ITT documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

## 2.8 Canvassing

Any contractor who directly or indirectly canvasses any member or official of either Council concerning the award of the contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Services



ORGANISATION NAME:

**Occupational Health  
Services**



DATE: \_\_\_\_\_

---

INVITATION TO TENDER

---

will be disqualified. If discovery occurs after the award of the contract, either Council shall then be entitled to summarily terminate the contract.

**2.9 Whistle blowing policy**

Your attention is drawn to BFC's whistle blowing policy which can be found on the Procurement website at:

<http://www.bracknell-forest.gov.uk/whistleblowingpolicyandprocedure>

Your attention is drawn to WBC's whistle blowing policy which is attached as Appendix I.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

**Appendix A – Specification**

This document sets the key outputs required from the Services provided under this Contract. This Specification will be augmented by detailed information provided by the appointed Contractor as part of the tender process, describing how the outputs will be delivered. The detailed information will come from the Contractor’s Response to the Invitation to Tender and later clarifications agreed between the Council and the Contractor before the Commencement of the Contract.

- 1. INTRODUCTION ..... 11**
- 2. SERVICE REQUIREMENTS AND OUTPUTS..... 11**
  - 2.1 Pre-employment health screening ..... 11
  - 2.2 Health/Sickness Referrals..... 12
  - 2.3 Guidance and Advice ..... 13
  - 2.4 Presentation to Council Employees ..... 14
  - 2.5 Health Surveillance ..... 14
  - 2.6 Other Requirements ..... 15
- 3. CONDITIONS UNDER WHICH THE SERVICES SHALL BE DELIVERED..... 15**
  - 3.1 General..... 15
  - 3.2 Systems Requirements ..... 17
  - 3.3 Administration ..... 18
  - 3.4 Accommodation and Equipment ..... 19
  - 3.5 Transition..... 19
  - 3.6 Development ..... 19
  - 3.7 Complaints ..... 20
  - 3.8 Service Contact..... 20
- 4. DEFINED TERMS..... 20**

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

---

INVITATION TO TENDER

---

## 1. INTRODUCTION

The Occupational Health (OH) service is a business function and a tool to reduce absence and assist people back into the workplace, rather than a health and support service for Council Employees (all reference to council employees includes school employees for those schools who buy back HR services). A counselling service is provided separately to support Council Employees.

In recent years the level of sickness absence at BFC has been reduced from 7.01 days in 2010/11 to 5.9 days in 2015/16 (per Full Time Equivalent) and at WBC absence levels have remained relatively consistent at 8.46 days in 2011/12 to 8.74 days in 2015/16 and there is a continued drive to improve employee attendance further. This has been a consistent position for some years and is based on a three pronged strategy of:

- using a progressive Sickness Absence Policy to manage the issue (including in-depth Return To Work Interviews)
- ensuring managers are well trained and well supported in their use of the Policy
- ensuring a proactive approach to the Occupational Health service (including early intervention and in-depth management reports)

In order to do this the Councils require clear and unequivocal advice from the OH Physician and Advisor.

The structure of the current services is outlined in Appendices C1 and C2. This method of providing the service is satisfactory.

## 2. SERVICE REQUIREMENTS AND OUTPUTS

### 2.1 Pre-employment health screening

The Contractor shall:

- a. Provide an electronic on-line process for the submission of pre-employment questionnaires. The Councils will encourage use of the on-line facility but an off-line alternative shall be provided. The format and content of the questionnaire shall be as proposed by the Contractor but must be agreed by the Councils and tailored to a set of job categorisations, as fitness for employment will relate to the nature of work to be undertaken.
- b. Carry out pre-employment screening if indicated by the health questionnaire or management, including telephone or face to face assessments where necessary. This includes all necessary medical enquiries and other inputs.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

- c. Provide appropriate advice on fitness for the job to the Councils, in writing, at the end of the screening process. Fit to employ reports must be returned to the Councils or the individual school within one working day of receipt of the questionnaire except where other actions are necessary such as where the Council Employee or prospective Council Employee exercises their right to the 21 day rule as defined in the Access to Medical Records Act. Fit to employ reports should include:
- What the assessment is based on (e.g. PEQ plus further info, PEQ plus telephone or face to face consultation)
  - Whether the applicant is fit; unfit with supporting reasons; fit subject to certain restrictions; or fit for night work (if applicable) AND
  - Whether the applicant qualifies for reasonable adjustments under the Equality Act 2010.

## 2.2 Health/Sickness Referrals

Health/sickness referrals should be able to be made via an online portal and will primarily be made for the following reasons:

- long term sickness
- repeated short term absences attributed to sickness
- to provide advice, where an employee has a disability, on redeployment/reasonable adjustments to the job/workplace
- to exclude health reasons for poor work performance
- fitness to perform particular tasks
- to provide advice on the fitness of an employee to attend formal meetings
- ill health medical retirements
- ill health capability issues
- to carry out a workstation or workplace assessment
- where there are concerns about an employee's health
- stress risk assessments

The Contractor shall:

- a. Make appointments in the OH Physician and Advisor's electronic diary visible to the HR/Line Manager on receipt of a referral request from an HR Officer on behalf of the line manager within one working day or alternatively as agreed by the Council provide access to an electronic booking system to be used by the HR Officer to make bookings.
- b. Communicate with the Council Employee and HR/Line Manager to confirm the appointment and any subsequent re-scheduling of the

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

---

INVITATION TO TENDER

---

appointment within 5 working days of the appointment or three working days of the booking whichever is the sooner.

- c. Communicate with HR regarding cancellations and non attendance.
- d. Undertake a medical assessment of a Council Employee, give a written opinion on capability for work, a prognosis of return to work, or an update on an on-going situation.
- e. Give advice to the Council Employee as appropriate to the referral.
- f. Undertake appointments face to face, but in exceptional circumstances agreed by the Referring HR Officer, undertake appointments by telephone or in the Council Employee's home or at their place of work. The Council accepts that some parts of the assessment may be limited in such circumstances.
- g. Supply a full opinion to the Referring HR Officer as soon as is practicable and in any event within one working day of the assessment. In the cases where other inputs are required there may be a delay, and in such cases the Contractor shall inform the Referring HR Officer immediately in the form of an electronic report by email of the outcome or action(s) being taken by OH.
- h. Participate in a case conference with an HR Officer and/or a line manager before the appointment, or after the appointment, as requested by the Referring HR Officer. These can either take place on the phone or as a face to face meeting.
- i. Provide all necessary inputs (e.g. GP, specialist opinion/reports) to provide the Services described.
- j. For referrals related to ill health medical retirements, which must be signed by two OH physicians, provide the services of a second OH physician who has not yet been involved in the case.
- k. Invoices will be submitted monthly including any necessary back up information to enable the prompt processing of invoices e.g. list of employees who have had a PEQ, number of clinics, vaccination details etc.

### **2.3 Guidance and Advice**

The Contractor shall provide the Council with the following guidance and advice, being advice of a general nature and not related to a specific case :-

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

---

- a. guidance and advice on relevant changes in health legislation as they occur and on action needed to ensure compliance with the changes e.g. reportable illnesses.
- b. prompt guidance and advice on illnesses/health issues and any precautions/measures that should be implemented to minimise risk to the employee and others (e.g. reportable illnesses )

All such advice shall be provided within one month of the relevant announcement.

- c. professional advice on internal procedures and policy documents, as requested by the Council.
- d. an overview on specific OH matters concerning current good practice in the workplace, as requested by the Council
- e. professional advice and evidence on Council Employee personal injury claims, Employment Tribunals and other litigious matters, as requested by the Council
- f. professional advice on ill health early retirements in line with the Local Government Pension Scheme and the Teachers Pension Scheme criteria, as requested by the Council

All such advice shall be provided within one month of the request.

#### **2.4 Presentation to Council Employees**

The Contractor shall explain the nature of the OH service and the management of sickness absence to Council managers either face to face, at presentations or through written materials as requested by any HR Officer.

The Contractor shall make presentations to other Council Employees on health matters and as part of this activity provide advice to Council Employees about the area being promoted as requested by any HR Officer (e.g. alcohol awareness, healthy eating, cancer awareness etc)

#### **2.5 Health Surveillance & Immunisation Programmes**

Health Surveillance includes checks for certain groups of Council Employees to conform with legislative requirements and Council practice as instructed by the Council. The Contractor shall monitor, trigger and undertake such activities for all relevant Council Employees. Examples of areas where such requirements exist are hand arm vibrations, night worker surveys, lung function tests, immunisation programmes such as Hepatitis B or flu and occasionally tetanus, rabies, anthrax, asbestos screening and use of chemicals. Additional sessions may be required for larger programmes of immunisations

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

## **2.6 Other Requirements**

The Contractor shall:

- a. make recommendations for workplace alterations to accommodate Council Employees with disabilities and recommendations for working practices and care of Council Employees with disabilities in the workplace.
- b. provide advice to the Council in emergency planning work for peacetime civil emergencies relating to health issues e.g. flu pandemic.
- c. provide other OH services that may be requested by the Council from time to time.

## **3. CONDITIONS UNDER WHICH THE SERVICES SHALL BE DELIVERED**

### **3.1 General**

- a. The Services shall be provided as required to all Council Employees and prospective Council Employees including all schools and academies and occasionally for employees of the local NHS Trust, the town and parish councils within the Council's geographic area and other public bodies and trusts that are connected to the Council.
- b. The individuals used by the Contractor to provide the Service shall develop and sustain a good understanding of the Council and its services, including the variety of roles and their varying job requirements and competencies. These individuals shall have experience of working in a Local Government environment.
- c. The Contractor shall ensure that its staff are appropriately professionally experienced and qualified. For the OH Physician, this means Membership of the Faculty of Occupational Medicine or equivalent and they must hold a Diploma in Occupational Medicine and have at least three years experience of advising on occupational health issues. For the OH Advisor, this means a diploma or degree in OH Nursing or equivalent. Where an Occupational Health Nursing Diploma is held at least two years relevant experience is required. Where no specific Occupational Health qualification is held at least three years relevant experience is required.
- d. Medical assessments shall always be performed by a qualified OH Physician or Advisor who is able to demonstrate a high level of clinical competence in the OH field.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

- e. For each specific case a Referring HR Officer will be identified and the Contractor shall be instructed by the Referring HR Officer or a designated substitute. For non-case work the Contractor shall be instructed by any HR Officer.
- f. The initial appointment made by an HR Officer will usually be with the OH Advisor. The OH Advisor/HR Officer shall refer specific cases to the OH Physician as necessary. For referrals concerning ill health retirement, the initial appointment made by an HR Officer will be with the OH Physician.
- g. All appointments by the OH Advisor and the OH Physician shall be to a published schedule on the usual premises, in accordance with Section 3.4 Accommodation and Equipment unless agreed otherwise. The scheduled hours available for appointments shall normally be the same hours and days each week. However, the Council recognises that some flexibility in this schedule will lead to better operation of the service. The Contractor shall be expected to demonstrate such flexibility. Advance notice of a change of session date must be provided two weeks in advance by either party. The Contractor should provide cover for annual leave/sickness of the OH Advisor/Physician and if this is not possible the session should be rescheduled as soon as possible, ideally within one week, or by agreement banked for future use.
- h. The OH Advisor delivering the Services shall normally be the same individual throughout the duration of the Contract. The OH Physician delivering the Services shall normally be the same individual throughout the duration of the Contract. The Council recognises that some flexibility is necessary, but the Contractor shall ensure that, with some reasonable exceptions, continuity of personnel is maintained.
- i. The Contractor shall provide medical information, opinion and advice. The Contractor shall not provide opinion or advice on employment law or the management decisions of the Council.
- j. The Contractor shall make available appointments with an OH Advisor or Physician of the same sex as the individual, when requested by that individual and agreed by the Council and with reasonable notice.
- k. The Contractor shall allow for the attendance of support workers or signers at meetings with people with hearing or learning difficulties, when requested by the individual and agreed by the Council. Normally an employee will not be accompanied by other third parties e.g. family members, but some exceptions could be agreed by the OH Physician or OH Advisor when necessary.



ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

- l. The OH Advisor provided by the Contractor shall be qualified to give vaccinations and take blood tests.
- m. The OH Advisor and Physician shall support the Council in the event of any health related Employment Tribunal claims. This shall include preparation meetings with the Council's solicitors, case conferences, appearing as witnesses and ensuring their availability on the dates set by the courts.

### 3.2 Systems Requirements

The Contractor shall be expected to offer a systems platform with the following characteristics:

- a. A secure web-based solution hosted by the Contractor but accessible to Council HR Officers. The Council will not host these systems.
- b. A diary booking and management system for the time of the OH Advisor and OH Physician
- c. An online Pre-Employment Questionnaire
- d. Management reporting – both routine and on request
- e. A process for creating, reviewing and updating referrals
- f. Workflow to manage alerts e.g. by email for key processes
- g. A secure and effective method to keep Council Employees' non medical information updated e.g. job title, department, and addresses. The Council will be responsible for providing this information. Alternatively and if agreed by the Council a secure and effective method of extracting this information from the Council's HR records.
- h. All processes to be accessible to specified HR Officers
- i. All processes to be user friendly
- j. All processes to be secure
- k. Training of HR Officers in the use of the system at no additional cost

The Contractor's systems shall

- be suitable for use by Council Employees, specifically from within the Council's systems infrastructure.
- provide secure storage of data and secure access to data to the Council's satisfaction.
- be available for sufficient hours, and provide suitable help facilities to allow the Council to use the Services described in an efficient and effective manner.
- Remain compatible with the Councils IT software regardless of its version, for example, Internet Explorer.
- Comply with all legislation both current and future relevant to occupational health practice including:
  - i. The Data Protection Act 1998

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

---

INVITATION TO TENDER

---

- ii. The Access to Medical Records Act 1988
- iii. The Access to Health Records Act 1990
- iv. The Equality Act 2010

Full details of both Councils' ICT Policies and BFC's Information Policy are given in Appendices E1, E2 and E3.

### **3.3 Administration**

The Contractor shall:

- a. Provide forms, for example pre-employment, referral and all other documentation required to fulfil the Contract. Such forms shall comply with the needs of the Council and all statutory requirements. The Council reserves the right to use some or all of its own forms.
- b. Use effective administrative procedures which ensure a timely response which meets performance criteria to the satisfaction of the Council. This includes having administrative support available during normal office hours.
- c. Monitor and maintain an accurate database of the Council's cases and operational details and ensure that actions are completed in a timely and effective way.
- d. Provide access for frequent use to this database for HR Officers.
- e. Comply with the Councils' ICT policies and standards and BFC's Information Policy (Appendices E1, E2 and E3).
- f. Provide quarterly reports on the number of referrals made, appointments undertaken, appointments not attended, pre-employments completed, reasons for referral complaints etc. to provide information to analyse trends by service/school; in a form to be agreed by the Council.
- g. Provide a reasonable number and variety of "ad hoc" reports as requested by the Council.
- h. Monitor and report on Key Performance Indicators.

Details of the requirements in this Section shall be agreed between the Council and the Contractor prior to the Commencement of the Contract. The Contractor shall ensure that the service provided is simple for the Council to administer.

Upon termination/cessation of the contract the Contractor will be required to pass on all employee records in its possession in any form whatsoever to the Councils

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

and/or any subsequent contractor that the Councils appoint, subject to the requirements of Data Protection legislation and any other relevant legislation/regulation.

### 3.4 Accommodation and Equipment

The Council will provide on-site office accommodation and reasonable use of facilities such as telephone for use by the Contractor in providing the Services. Car parking will not be provided.

The Contractor shall provide all medical equipment and supplies required to deliver the Services, unless agreed by the Council.

Alternatively the Contractor may provide their own professionally equipped premises.

Some Council staff may not have access to their own transport, and are reliant on public transport. The Service needs to be provided near to or preferably in Bracknell and Newbury, giving ease of access to Council Employees (including school employees) with reasonable travel time by public transport and at reasonable cost. Bracknell employees will normally be seen on Bracknell's premises and West Berkshire employees will normally be seen on West Berkshire's premises.

These premises shall be accessible to those who have difficulty using stairs. The premises to be used shall be agreed between the Council and the Contractor prior to Commencement.

The Contractor shall perform all work associated with the Services on the agreed premises except by prior agreement from the Council.

### 3.5 Transition

The Contractor shall provide all that is required, particularly resources and information, to ensure that implementation of the new Contract and necessary hand over **from the existing contractor** is successful, within agreed timescales.

The Contractor shall provide all that is required, particularly resources and information, to ensure that necessary hand over **to the service provider following this Contract** is successful, within agreed timescales.

### 3.6 Development

The Contractor shall monitor performance against a set of Key Performance Indicators to be agreed with the Council prior to Commencement of the Contract.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

The Contractor shall maintain a system for monitoring complaints and their resolution, and make such information available to the Council.

The Contractor shall attend formal review meetings to be arranged by the Council every three months, at which the Contractor shall present a review of performance.

The Contractor shall seek to drive continuous improvement to more effectively meet the Council's objectives.

### **3.7 Complaints**

All complaints should be investigated by the Contractor and a written response given to the Council's Management or management and staff, as appropriate, within 10 working days.

At the quarterly review meetings held between each Council and the Contractor, any complaints encountered in the previous period should be logged, reviewed with respect to validity, resolution and the corrective action required.

The Contractor shall keep a written record of all complaints received and of the action taken in relation to the complaint. Such records shall be kept available for inspection by the Councils at any time on request.

### **3.8 Service Contact**

The Contractor should provide a single point of contact for all services provided, from a person of sufficient authority.

Each Council will provide a single point of contact for contract management purposes.

## **4. DEFINED TERMS**

"HR Officer" means any Council Employee in a Human Resources (HR) role who is authorised to deal with referrals and other OH matters. A list can be provided prior to the Commencement of the Contract.

"Referring HR Officer" means an HR Officer who has been assigned to a specific case, or a substitute they have identified.

"Council Employee" is defined in Appendix B Terms & Conditions.

ORGANISATION NAME:

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

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## **Appendix B – Terms and Conditions**

Refer separate document. *These Terms and Conditions apply to the contract with each Council.*

## **Appendices C1 and C2 – Current Services**

Refer separate document.

## **Appendix D – System Demonstration**

Refer separate document.

## **Appendices E1, E2, E3 – ICT and Information Policies**

Refer separate documents.

## **Appendix F – Evaluation Spreadsheet**

Refer separate document.

## **Appendix G – TUPE Information**

Information for both companies will be made available on request by contacting the person named in 2.2.5

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

## **Appendix H – Freedom of Information Act 2000**

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000:  
ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

### **APPLIES TO BOTH BFC AND WBC**

#### **1 Introduction**

1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information fall on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

#### **2. General rules on disclosure**

2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Detailed tender prices will be held in confidence until 7 years after expiry or completion of the contract awarded as reserved information (see below)

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

#### **3. Reserved Information**

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

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INVITATION TO TENDER

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- Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
  - Disclosure would constitute an actionable breach of confidence (section 41(1))
  - Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)
- 3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.
- 3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.
- 3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.
- 4. Handling requests for information and notice to those affected**
- 4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**
- 5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Easthampstead House, Town Square, Bracknell, Berks RG12 1AQ

ORGANISATION NAME:

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

**Appendix I – Whistle Blowing Policy (WBC)**

Refer separate document.

**Appendix J – Equality in employment policy (WBC)**

Refer separate document.



ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

## SCHEDULE 1 – Entry Level Questions

No.	Question	Answer
1.	Can you meet all the requirements set out in the Specification Appendix A (summarised in the Outline Requirement)?	Yes / No
2.	Please confirm that the required insurance cover (See Schedule 3 – Service Delivery Questions) will be in place by the start of the contract.	Yes / No
3.	Can you supply a copy of your latest Audited or Management Accounts?	Yes / No
4.	Do you agree to the Council's terms and conditions?	Yes / No
5.	Do you agree to our payment terms of Net 30 days on receipt of acceptable invoice?	Yes / No
6.	Can you supply the following policies if requested and demonstrate how they are implemented and maintained? <ul style="list-style-type: none"> <li>• Recruitment and Selection</li> <li>• Equal Opportunities</li> <li>• Complaints</li> <li>• Code of Conduct</li> </ul>	Yes / No
7.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes / No
8.	Have you ever been subject to a data protection fine imposed by the Information Commissioner for an information security breach?	Yes / No
	If you answered " <b>No</b> " to any of the questions 1 to 8 please provide any justification(s) why your organisation's tender should still be considered by the Council below.	
Response		

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

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## **SCHEDULE 2 – Organisation Information**

### **Notes for completion**

1. The “authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Suppliers to participate in this procurement process.
2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary, Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
4. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

### **Verification of Information Provided**

5. Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

### **Sub-contracting arrangements**

6. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
7. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

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**Consortia arrangements**

8. If the Supplier completing this Schedule 2 is doing so as part of a proposed consortium, the following information must be provided;
  - names of all consortium members;
  - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
  - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
9. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
10. All members of the consortium will be required to provide the information required in all sections of the Schedule as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form.
11. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
12. The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

**1 - Supplier information**

1.1 Supplier details	Answer	
Full name of the Supplier completing this ITT		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i. a public limited company	<input type="checkbox"/> Yes
	ii. a limited company	<input type="checkbox"/> Yes
	iii. a limited liability partnership	<input type="checkbox"/> Yes
	iv. other partnership	<input type="checkbox"/> Yes
	v. sole trader	<input type="checkbox"/> Yes
	vi. other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii. Small or Medium Enterprise (SME) <sup>1</sup>	<input type="checkbox"/> Yes
	iii. Sheltered workshop	<input type="checkbox"/> Yes
	iv. Public service mutual	<input type="checkbox"/> Yes
<b>1.2 Bidding model</b>		
<b>Please mark 'X' in the relevant box to indicate whether you are;</b>		
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes	
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes	

<sup>1</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><input type="checkbox"/> Yes</p> <p><b><u>Consortium members:</u></b></p> <p><b><u>Lead member:</u></b></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><b><u>Consortium members:</u></b></p> <p><b><u>Current lead member</u></b></p> <p><b><u>Name of Special Purpose Vehicle:</u></b></p>

<p><b>1.3 Contact details</b></p>	
<p>Supplier contact details for enquiries about this ITT</p>	
<p>Name</p>	
<p>Title</p>	
<p>Postal address</p>	
<p>Country</p>	
<p>Phone</p>	
<p>Mobile</p>	
<p>E-mail</p>	

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

**2 - Grounds for mandatory exclusion**

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

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

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><b>2.2 Non-payment of taxes</b></p> <p><b>Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b></p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

**3. Grounds for discretionary exclusion – Part 1**

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

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct,		



ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

**Conflicts of interest**

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

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

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INVITATION TO TENDER

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Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

### **Additional Guidance**

Regulation 24 of the Public Contracts Regulations 2015 covers the distortion of competition and the authority considers tenders from two companies with the same parent company as, by default, such a conflict of interest.

### **Taking Account of Bidders' Past Performance**

The authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

### **'Self-cleaning'**

Any Supplier that answers 'Yes' to questions 2.1 and 2.2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

**4 - Economic and Financial Standing**

**Additional Guidance**

The authority will seek more information from independent credit reference agencies as part of the evaluation and reserves the right to undertake credit checks at each stage of the procurement process and after contract award.

Question 4.1(d) - If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the authority will need to have visibility of your management accounts.

FINANCIAL INFORMATION					
4.1	<p><b>Please provide one of the following to demonstrate your economic/financial standing;</b> Please indicate your answer with an 'X' in the relevant box.</p>				
	<p>(a) A copy of the audited accounts for the most recent two years</p>				
	<p>(b) A statement of the turnover, profit &amp; loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</p>				
	<p>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</p>				
	<p>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>				
4.2	<p>Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <p style="text-align: right;"> <input type="checkbox"/> Yes  <input type="checkbox"/> No         </p>				
4.3	<p><b>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</b> If yes, please provide the name below:</p> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 60%;">Name of the organisation</td> <td style="width: 40%;"></td> </tr> <tr> <td>Relationship to the Supplier completing the ITT</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p> <p style="text-align: right;"> <input type="checkbox"/> Yes  <input type="checkbox"/> No   <input type="checkbox"/> Yes  <input type="checkbox"/> No         </p>	Name of the organisation		Relationship to the Supplier completing the ITT	
Name of the organisation					
Relationship to the Supplier completing the ITT					

ORGANISATION NAME:

\_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

**Additional Guidance**

For all self-certifying questions in this section, where you have selected “No” please insert further details and any mitigating circumstances underneath the relevant questions if there is no obvious space. Please ensure any comments are highlighted.

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

## Schedule 3 – Service Delivery Questions

### 1 Specification

#### 1.1 Specification Compliance

- 1.1.1 Please confirm your acceptance of the attached Specification. If there are any exceptions, please detail below or attach a separate sheet if necessary.

*Response*

#### 1.2 General

- 1.2.1 Please provide a brief overview of your organisation and how it could best provide the Occupational Health Services required by the Council, as detailed in the Specification.

Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employs, and related turnover (GBP £), that are relevant to the provision of the goods/services similar to those set out in the Specification.

Please explain which premises you propose to use to provide the Services, with regard to section 3.4 of the Specification.

*Response [Maximum 500 words]*

- 1.2.2 Please give an indication of how you will assist the Council in its objective of reducing absence and assisting people back into and to remain in the workplace. What will you do that helps the Council reduce the financial costs of work related ill health?

*Response [Maximum 500 words]*

- 1.2.3 What would you do to promote/raise awareness of the OH service to the Council's managers, with reference to Section 2.4 of the Specification?

*Response [Maximum 200 words]*

- 1.2.4 Please describe how you ensure that changes in health legislation are communicated to the Councils.

*Response [Maximum 300 words]*

#### 1.3 Equal Opportunities

- 1.3.1 Does your organisation have an Equal Opportunities policy? If Yes, enclose a copy of the policy within your response and indicate how it is communicated to staff.

*Response [Maximum 100 words]*

- 1.3.2 If No, please refer to the BFC's equal opportunities policy under documents at: <http://www.bracknell-forest.gov.uk/sellingtothecouncil> and to the WBC policy attached

ORGANISATION NAME: \_\_\_\_\_

## Occupational Health Services



DATE: \_\_\_\_\_

### INVITATION TO TENDER

---

at Appendix J.

In the absence of your own policy, please read the documents and state your acceptance of both below.

*Attached / Not applicable*

1.3.3 Briefly describe how your organisation ensures that it remains compliant and up to date with the Equality Act 2010.

*Response [Maximum 200 words]*

1.3.4 Have any Employment Tribunal or other Legal cases (pending or otherwise) relating to equality issues been brought against your organisation within the last three years? If Yes, please provide details

*Response [Maximum 200 words]*

#### **1.4 Ability - Staff**

1.4.1 Please provide details (including CVs) of the OH Advisor and OH Physician who would provide the service and indicate the number of other organisations they will be supporting.

*Response [Maximum 300 words per person plus CVs]*

1.4.2 What are the minimum professional qualifications that your OH Advisor and OH Physician must have?

*Response [Maximum 200 words]*

1.4.3 Describe how you ensure the medical professionals' (Advisor/Physician) understanding of the Councils and the work of Council Employees? How will they ensure suggested changes to work such as phased returns and reduced duties are specific and relevant to the job role?

*Response [Maximum 300 words]*

#### **1.5 Staff Performance**

1.5.1 How would you deal with a member of your staff that either Council has concerns about in terms of their performance?

*Response [Maximum 200 words]*

#### **1.6 Operations**

1.6.1 Communication

Please describe how communication about individual cases will take place. Your answer should include:

Methods of communication and circumstances under which these are used.

What provision is there for contact with the medical professionals between appointment days, in the occasional situations where a manager/HR Officer urgently needs to question/clarify the advice provided?

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

*Response [Maximum 500 words]*

1.6.2 Case Management

How do you ensure that security and confidentiality are observed at all time when communicating about individual cases?

How do you ensure that cases in your system are not forgotten/actions not missed out?

How do you maintain records of Council Employees who require and have had vaccinations/annual health surveillance?

*Response [Maximum 500 words]*

1.6.3 Case Reports

Please describe your approach to Council Employee case reports including:

How do you ensure the quality and timeliness of case reports?

How do you deal with delays in relation to third parties e.g. Consultants/GPs?

*Response [Maximum 500 words]*

1.6.4 Pre-Employment Questionnaires (PEQs)

Please describe how the on-line PEQ process works and ensure your answer includes:

What proportion of your existing clients and of new employees use the on line option?

How would the alternative method of conducting PEQs (Specification 2.1a) work?

Does the process differ for Schools?

*Response [Maximum 500 words]*

1.6.5 Time spent delivering the specified Services

Please detail the way you intend delivering the Services defined in the Specification with regard to the time spent on the different areas, and particularly with regard to the proposed schedule of appointment hours when the OH Advisor or OH Physician will plan to be available for appointments at the agreed premises (Specification Section 3.1g). Please state the assumptions you have made in arriving at these figures. The numbers of hours proposed must correspond to that given in the Schedule of Prices.

*Response [Maximum 500 words]*

1.6.6 Documents and Materials

Please provide samples of the following forms and reports. Actual anonymised reports, Pre-employment questionnaire, Management Referral Form, Invite to Appointment, Example Management Advice Report.

*Response [Maximum 500 words plus reports]*

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

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## 1.7 Systems

**You will be required to attend a system demonstration in the week commencing 5 December 2016 to be held in Bracknell. Further details will be sent out after tender submission. You also need to complete schedule 4 – IT Standards.**

1.7.1 Please give a brief overview of how the system you provide works, and particularly how it provides the functionality in Specification Section 3.2. Please also refer to Appendix D for further information.

*Response [Maximum 300 words]*

1.7.2 What training will you provide in the use of your systems to new and continuing users both at the Council and employees of the contractor as part of the Services provided?

*Response [Maximum 300 words]*

1.7.3 How does the OH Advisor undertake appointments with Council Employees if the systems are not available?

*Response [Maximum 200 words]*

1.7.4 Briefly explain how you control the access rights for different users.

*Response [Maximum 200 words]*

1.7.5 Please describe the reports that your IT system is able to provide. Actual reports are preferable, but otherwise blank templates. Your answer should focus on the following:  
Contract monitoring reports – standard quarterly and annual.  
Operational reports a) open cases - detail of all open cases per Referring HR Officer and b) immunisations – showing Council Employees, type of immunisation and dates of last and next immunisation.  
If you feel reports covering other areas are significant, please provide a few additional examples.

*Response [Maximum 100 words plus reports]*

1.7.6 Bracknell Forest Council is implementing Midland HR's i-Trent suite of Payroll and Human Resources applications. The payroll system is live and specific HR modules will be going live by April 2017.

An important aspiration is that data is captured once and once only to minimise re-keying. Please provide details of proven or planned integration with Human Resources systems such as Midland's system, where the re-keying of data can be minimised and where data stored is not duplicated.

**This answer (section 1.7.6) will not be evaluated.**

*Response [Maximum 100 words]*

## 1.8 References

1.8.1 Please complete Schedule 5 - References



ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

**1.9 Service Performance Measurement**

- 1.9.1 Please provide a draft proposed Service Level Agreement with Key Performance Indicators. Key Performance Indicators must include the following, or equivalents.
- The normal time for producing management advice reports and fit to employ letters.
  - The case management process for getting GP/consultant reports back following a request including employee consent
  - Case management process for obtaining employee consent
  - The target time within which an appointment slot can be offered.
  - The criteria and targets you have to measure the quality of your reports.

*Response [Maximum 500 words]*

- 1.9.2 What is your process for dealing with complaints, and who and what level of management deals with them? Please provide an overview of your escalation procedure and explain how you report back on the resolution of the complaint.

*Response [Maximum 500 words]*

**1.10 Contract Management and Transition**

- 1.10.1 Who will be responsible for contract/account management? How will this process work? How are communications with the Council's client manager managed?

*Response [Maximum 200 words]*

- 1.10.2 Please provide an implementation plan including the following:

- Details on how you will ensure a smooth transition of service from the current service provider.
  - How data will be transferred from the existing service provider in an effective and secure fashion.
  - Key stages of the transition and the likely timescales.
  - Details of resources required from the Council.
- If possible, please provide evidence of implementation plans and processes from other contracts.

*Response max 500 words*

**1.11 Business Continuity**

- 1.11.1 Does your organisation have a Business Continuity, Disaster Recovery or Risk Management plan? Please provide a copy.
- If **"No"**, briefly describe what key actions your organisation will take to ensure continued provision to customers should there be a major event; for example, should there be adverse weather, pandemic flu or a fire or utility failure resulting in loss of your building.

*Response [Maximum 200 words]*

**1.12 Health and Safety**

- 1.12.1 Please self-certify that your organisation has a Health and Safety Policy that complies

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

with current legislative requirements. We may request a copy of this at a later date.

*Response [Maximum 50 words]*

## 2 Pricing and Payment

Please complete the **Schedule of Prices** attached to this ITT as **Schedule 6**.

### 2.1 Payment

2.1.1 The Council standard terms of payment are Net 30 days from receipt of acceptable invoice. Please advise any discount available for early payment i.e. 7 or 14 days.

*Response [Maximum 50 words]*

2.1.2 The Council standard payment method is by BACS, please confirm acceptance.

*Response [Maximum 50 words]*

2.1.3 Please provide an example of a monthly invoice with any supporting information.

*Response [Maximum 50 words]*

## 3 Terms and Insurance

### 3.1 Contract Conditions

3.1.1 Refer to Appendix B, Terms and Conditions, for the terms and conditions of contract. These Terms and Conditions apply to the contract with each Council. Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below.

*Response*

### 3.2 Freedom of Information

3.2.1 With reference to Appendix H on the Freedom of Information Act 2000, please **complete Schedule 7** – Schedule of Reserved Information.

### 3.3 Insurance

3.3.1 Provide details of your Public Liability Insurance policy. The Council requires a minimum of £5 million public liability cover. Please enclose a copy of your insurance certificate.

*Response [Maximum 100 words]*

3.3.2 Please provide a copy of your Employer's Liability Insurance certificate to confirm that you meet the current legal requirement of £10 million.

*Response*

ORGANISATION NAME:

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

3.3.3 Please provide a copy of your Professional Indemnity Insurance certificate. The Council requires a minimum of £2m cover.

*Response*

3.3.4 Please provide full details of any claims in excess of £50,000 made under your company/organisation's insurance policies within the last three years.

*Response*

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

## **SCHEDULE 4 – IT Standards**

As external supplier to the Councils, you will be required to comply with both Councils' ICT Policies and BFC's Information Security Policy – please refer to Appendices E1, E2 and E3. Please confirm that you currently comply with this policy and will do so for the Term of the Contract. If not, please detail exceptions and any proposed alternatives below.

*Response [Maximum 300 words]*

Generally, Council users have no direct Internet access and all web traffic is via an explicitly configured web proxy server. The web Service must be compatible with this without any modification by the Council. Please confirm this is true.

*Response [Maximum 200 words]*

The entire user session (including login) must be encrypted with a valid SSL certificate using at least 128 bit encryption and a 2,048 bit private key. The certificate should be issued by an trusted Certificate Authority that is installed by default in recent versions of Internet Explorer, Firefox, and Chrome. Please advise of the certificate issuer(s) used.

*Response [Maximum 200 words]*

Only modern Cipher Suites should be used in line with current best practice. SSL v2 and SSL v3 should be disabled, and ideally only TLS v1.2 should be enabled. Please confirm this is true.

*Response [Maximum 200 words]*

The Council will periodically assess the security of the client/web server connection and may request changes in line with current best practice. Please confirm acceptance of this.

*Response [Maximum 200 words]*

What are the authentication requirements for users accessing the system?

*Response [Maximum 200 words]*

Are users required to sign any form of memorandum of understanding or similar committing them to treat the data confidentially and securely?

*Response [Maximum 200 words]*

Can the Council user logins be denied if not originating from Council IP addresses (to be provided)?

*Response [Maximum 200 words]*

What technologies are used in the web pages for this Service, e.g. Flash, Silverlight, ActiveX etc.)?

*Response [Maximum 200 words]*

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

The Service must be compatible with Internet Explorer 11. Please confirm this is true. Please confirm what versions of Internet Explorer your systems are currently compatible with, and what your timetable is for upgrading to be compatible with higher levels.

*Response [Maximum 200 words]*

Please provide information concerning any technical requirements system users must fulfil to access and use your systems e.g. browsers, plug-ins.

*Response [Maximum 200 words]*

Please confirm that there will be a valid internet DNS record for the Service.

*Response [Maximum 200 words]*

Who has access to the ICT equipment and how is the infrastructure protected? For example, is the ICT equipment in a locked room and only authorised staff allowed to access / maintain the equipment?

*Response [Maximum 200 words]*

How often is the data backed up? Is this done out of hours?

*Response [Maximum 200 words]*

What is the process for adding new users to the system or removing old ones?

*Response [Maximum 200 words]*

What is the patching policy for the hosted Service? How often is the infrastructure updated or patches installed? For example Microsoft release patches twice a month or release emergency patches for vulnerabilities that could if not installed cause the data held in the Service to be accessed without correct authorisation.

*Response [Maximum 200 words]*

What online help facilities are there?

*Response [Maximum 200 words]*

What help desk facilities are available? What hours are they available?

*Response [Maximum 200 words]*

How many Council users can access the system? How many Council users can access the system concurrently?

*Response [Maximum 200 words]*

Is the system guaranteed virus free? What is the guaranteed fix time?

*Response [Maximum 200 words]*

ORGANISATION NAME:

\_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

What scheduled hours is the system available? Within these times what level of availability is achieved?

*Response [Maximum 200 words]*

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

### SCHEDULE 5 – References

Please provide details of two contracts preferably from the public sector, that are relevant to the Authority's requirement. Contracts should have been performed during the past <u>three</u> years and be of a similar size and scope to the requirements set out in Appendix A. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).			
		<b>Contract 1</b>	<b>Contract 2</b>
1.	Customer Organisation (name):		
2.	Customer contact name, phone number <b>and</b> email		
3.	Contract start date Contract completion date Contract Value		
4.	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.		
If you cannot provide at two examples, please briefly explain why (100 words max)			
<a href="#">Response</a>			

ORGANISATION NAME:

\_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

---

In the last three years, have you had any contracts:

- That have incurred contract penalties, default notices or payment of liquidated damages?
- Terminated by the client earlier than originally intended due to poor performance?
- Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

[Response](#)



ORGANISATION NAME:

\_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

---

## **SCHEDULE 6 – Schedule of Prices**

Refer separate document.

ORGANISATION NAME:

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

### SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information:

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl price information)	After award of contract	Section 43(2)	Commercial confidentiality
Generic tender price information	After award of contract	Section 43(2)	Commercial confidentiality
Detailed tender prices	7 years after expiry or completion of the contract awarded	Section 43(2)	Commercial confidentiality

Signed..... Name ..... Organisation ..... Date.....

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health Services**



DATE: \_\_\_\_\_

**INVITATION TO TENDER**

**Schedule 8 – Form of Tender**

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Councils are not bound to accept the lowest or any tender received.

This tender remains open for acceptance until contract commencement.

I/We agree that the essence of selective tendering is that either Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with any agreement or arrangement with any other tenderer. I/ We furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid.

I/ We also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than Bracknell Forest or West Berkshire Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from tendering, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

I/ We understand that should we directly or indirectly canvass any member or official of either Council concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Goods/Services, I/ we will be disqualified. I/ We further understand that if discovery occurs after the award of the contract, either Council shall then be entitled to summarily terminate the contract.

Unless and until a formal agreement is prepared and executed by each Council, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature ..... Name .....

Position .....

Organisation .....

Address .....

.....

Tel ☎ ..... Email .....

Date .....

ORGANISATION NAME: \_\_\_\_\_

**Occupational Health  
Services**



DATE: \_\_\_\_\_

INVITATION TO TENDER

## SCHEDULE 9 – Tender Checklist

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
	<b>Terms and Insurance</b>		
	Copy of Public Liability Insurance certificate		
	Copy of Employers Liability Insurance certificate		
	Copy of Professional Indemnity Insurance certificate		
	<b>Schedules</b>		
1	Completed Entry Level Questions		
2	Completed Organisation Information		
3	Completed Service Delivery Questions		
4	Completed IT Standards		
5	Completed References		
6	Completed Schedule of Prices		
7	Completed Freedom of Information 2000		
8	Completed Form of Tender		
9	Completed Tender Checklist		