

## **GB-Shrewsbury: ROCV 016 - Provision of Occupational Health Physician Service**

### **Competitive Contract Notice**

1. Title: GB-Shrewsbury: ROCV 016 - Provision of Occupational Health Physician Service
2. Awarding Authority:  
Shropshire Council  
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom  
Tel. +44 1743252993, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:  
[www.shropshire.gov.uk](http://www.shropshire.gov.uk)  
Contact: Procurement, Attn: Procurement
3. Contract Type: Services  
Sub Type: Health and social services.

4. Description: Health services. Shropshire Council operates an in-house Occupational Health (OH) Service. The team are line managed by the Occupational Health, Safety and ICT Approvals Manager.

We are seeking a replacement to offer support for the Council in managing the health and safety of employees through on-site support for management referrals regarding absences and fitness to work. The work will involve also providing an opinion as the Registered Independent Medical Practitioner for first time cases or an independent review for Appeals or second Opinion if case is not known.

The following skills and experience are applicable to the selection for the provision of the service:

- Appropriate medical qualifications.
- Accredited specialists in occupational medicine and, as an absolute minimum, must hold the Diploma in Occupational Medicine Qualification in the specialism of OH.
- Members of the Faculty of Occupational Medicine (MFOM or equivalent) preferred.
- Access to advice from an accredited specialist (FFOM or equivalent) for difficult cases would be welcomed.
- Current GMC registration.
- Professional Medical Indemnity cover (minimum £2 million cover)
- Public Liability Insurance Certificate (minimum £5 million cover)
- Members of the Association of Local Authorities Medical Advisers (ALAMA) to facilitate access to standardised, service-specific medical guidance would be preferred.
- Ability to demonstrate Continuing Professional Development (CPD).
- Experience with working with Local Authority
- Experience with working with Fire Authority
- Experience with IQMP/FMAB work
- Appointed (HSE) Doctor -Asbestos
- Extensive knowledge of relevant Health and Safety Legislation.
- Provision of advice and guidance following health assessments, health surveillance and management referrals.
- Experience with IHR and Deferred IHR applications
- Preferable named contact for the provision of the contract.
- Flexibility with days worked and extra days for recruitment medicals, though agreement.
- Available for telephone/email advice when required.
- Willingness to complete standing orders for specific prescription only medicines (POM's) and vaccines that apply to the OH service.
- Periodic clinical supervision for the Senior OHA/OHA
- Support for clinical investigation regarding complaints.
- LGPS Committee Approval would be required/

Ability to provide up to three days per month at two different Shrewsbury bases. This consists of one day for Shropshire Council and two days for S&WFA.

The S&WFA is for an initial 12 months period. This may be subject to change after 12 months but not guaranteed to continue.

Stakeholders and interested parties include Shropshire Council's Workforce and Transformation Teams, Shropshire and Wrekin Fire Authority and Local Government Pension Scheme.

5. CPV Codes:  
85100000 - Health services.

6. NUTS Codes :  
UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: ROCV 016

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 15/03/2019 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-ROCV-016---Provision-of-Occupational-Health-Physician-Service/N48MWQY4B8>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/N48MWQY4B8>

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 01/05/2019

Period of Work End date: 30/04/2020

Is this a Framework Agreement?: no



**Tel:** (01743) 252993

Please ask for: [REDACTED]

**Email:** [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Bidder

## **ROCV 016 - PROVISION OF OCCUPATIONAL HEALTH PHYSICIAN SERVICE**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions to Tendering
- Tender Response Document
- Shropshire Council General Terms and Conditions

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

### Returning of Tenders

- The deadline for returning tenders is **noon 15<sup>th</sup> March 2019** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

#### Other Details

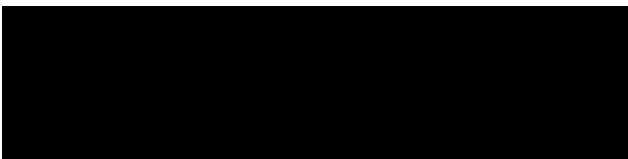
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 8<sup>th</sup> March 2019.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Commissioning Development & Procurement Manager  
Finance Governance & Assurance  
Shropshire Council



# **INSTRUCTIONS FOR TENDERING**

## **ROCV 016 - PROVISION OF OCCUPATIONAL HEALTH PHYSICIAN SERVICE**

## Shropshire Council Instructions for tendering

### **Contract Description**

Contract Description/Specification:

The Provision of Occupational Health Physician support.  
Site Address: Shrewsbury Offices.

#### Introduction

Shropshire Council requests the submission of quotes in connection with the provision of consultancy services for the above, which is outlined below.

#### Background

Shropshire Council operates an in-house Occupational Health (OH) Service. The team are line managed by the Occupational Health, Safety and ICT Approvals Manager.

The OH team consists of five employees, three of which are professional and qualified Occupational Health Nurse Advisors. One of which is a Senior OH Advisor takes a clinical lead and supervisory role. All OH Advisors undertake the provision of guidance, management referrals, medical post-employment assessment and advice, return to work support, fitness to work reviews, immunisations and vaccinations programmes and monitoring employees at risk from exposure to working methods/processes.

The Occupational Health and Safety Service provides a commercial occupational health and safety consultancy to several organisations.

An organisation, Shropshire and Wrekin Fire Authority (S&WFA) have a current contract with us to provide two OHP clinics per month for asbestos medicals, medical examinations of employees, as required, to give advice in relation to sickness absence and on the fitness of individual employees for continued employment Fitness to Work Medical/Management Referrals, medical examinations of all prospective firefighters and review of new starters' health questionnaires for non-uniformed staff, conducting a full medical examination if appropriate.

Due to the expiry of the current 5-year contract, we are seeking a replacement to offer support for the Council in managing the health and safety of employees through on-site support for management referrals regarding absences and fitness to work. The work will involve also providing an opinion as the Registered Independent Medical Practitioner for first time cases or an independent review for Appeals or second Opinion if case is not known.

The OH Physician will have access to a consultation room with desk and chairs.  
Administrative support will be provided for reports.

The following skills and experience are applicable to the selection for the provision of the service:

- Appropriate medical qualifications.
- Accredited specialists in occupational medicine and, as an absolute minimum, must hold the Diploma in Occupational Medicine Qualification in the specialism of OH.
- Members of the Faculty of Occupational Medicine (MFOM or equivalent) preferred.

- Access to advice from an accredited specialist (FFOM or equivalent) for difficult cases would be welcomed.
- Current GMC registration.
- Professional Medical Indemnity cover (minimum £2 million cover)
- Public Liability Insurance Certificate (minimum £5 million cover)
- Members of the Association of Local Authorities Medical Advisers (ALAMA) to facilitate access to standardised, service-specific medical guidance would be preferred.
- Ability to demonstrate Continuing Professional Development (CPD).
- Experience with working with Local Authority
- Experience with working with Fire Authority
- Experience with IQMP/FMAB work
- Appointed (HSE) Doctor -Asbestos
- Extensive knowledge of relevant Health and Safety Legislation.
- Provision of advice and guidance following health assessments, health surveillance and management referrals.
- Experience with IHR and Deferred IHR applications
- Preferable named contact for the provision of the contract.
- Flexibility with days worked and extra days for recruitment medicals, though agreement.
- Available for telephone/email advice when required.
- Willingness to complete standing orders for specific prescription only medicines (POM's) and vaccines that apply to the OH service.
- Periodic clinical supervision for the Senior OHA/OHA
- Support for clinical investigation regarding complaints.
- LGPS Committee Approval would be required/

Ability to provide up to three days per month at two different Shrewsbury bases. This consists of one day for Shropshire Council and two days for S&WFA.

NB. The S&WFA is for an initial 12 months period. This may be subject to change after 12 months but not guaranteed to continue.

- Stakeholders and interested parties include Shropshire Council's Workforce and Transformation Teams, Shropshire and Wrekin Fire Authority and Local Government Pension Scheme.

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<b>1.0</b>	<b><u>Invitation to Tender</u></b>
<b>1.1</b>	You are invited to tender for the provision of Occupational Health Physician Service as detailed in the Tender Response Document. The contract will be for an initial 12 months period. This may be subject to change after 12 months but not guaranteed to continue.
<b>1.2</b>	Tenders are to be submitted in accordance with the Terms and Conditions and the instructions outlined within this document.
<b>1.3</b>	Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
<b>1.4</b>	The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
<b>1.5</b>	Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
<b>1.6</b>	The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
<b>1.7</b>	The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
<b>1.8</b>	Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.
<b>2.0</b>	<b><u>Terms and Conditions</u></b>
<b>2.1</b>	Every Tender received by the Council shall be deemed to have been made subject to the Terms and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
<b>2.2</b>	The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

<b>3.0</b>	<b><u>Preparation of Tenders</u></b>
<b>3.1</b>	<b>Completing the Tender Response Document</b>
<b>3.1.1</b>	Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
<b>3.1.2</b>	All documents requiring a signature must be signed;
	a) Where the Tenderer is an individual, by that individual;
	b) Where the Tenderer is a partnership, by two duly authorised partners;
	c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
<b>3.1.3</b>	The Invitation to Tender Documents are and shall remain the property and copyright of the Council
<b>3.2</b>	<b>Tender Preparation and Costs</b>
<b>3.2.1</b>	It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
<b>3.2.2</b>	Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
<b>3.2.3</b>	Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
<b>3.2.4</b>	The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
<b>3.2.5</b>	Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

<b>3.2.6</b>	It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
<b>3.2.7</b>	The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
<b>3.2.8</b>	Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
<b>3.2.9</b>	The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.
<b>3.3</b>	<b>Parent Company Guarantee</b>
	It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.
<b>3.4</b>	<b>Warranty</b>
	<p>The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.</p> <p>The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions</p>
<b>4.0</b>	<b><u>Tender Submission</u></b>
<b>4.1</b>	Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of <b>noon, 15th March 2019</b>
<b>4.2</b>	No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document.

	If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
<b>4.3</b>	Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
<b>4.4</b>	Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
<b>4.5</b>	Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
<b>4.6</b>	Where Tender submissions are incomplete the Council reserves the right not to accept them.
<b>5.0</b>	<b><u>Tender Evaluation</u></b>
<b>5.1</b>	The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
<b>5.2</b>	If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.
<b>6.0</b>	<b><u>Clarifications</u></b>
<b>6.1</b>	Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
<b>6.2</b>	If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
<b>6.3</b>	Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
<b>6.4</b>	All queries should be raised as soon as possible (in writing), in any event not later than <b>8<sup>th</sup> March 2019</b> .
<b>6.5</b>	All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

<b>6.6</b>	Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.
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<b>7.0</b>	<b>Continuation of the Procurement Process</b>	
<b>7.1</b>	The Council shall not be committed to any course of action as a result of:	
	i)	issuing this Invitation to Tender;
	ii)	communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
	iii)	any other communication between the Council (whether directly or through its agents or representatives) and any other party.
<b>7.2</b>	The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.	
<b>7.3</b>	At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.	
<b>8.0</b>	<b><u>Confidentiality</u></b>	
<b>8.1</b>	All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.	
<b>8.2</b>	The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.	
<b>8.3</b>	Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.	
<b>8.4</b>	The contents of this Invitation to Tender are being made available by the Council on condition that:	

<b>8.4.1</b>	Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
<b>8.4.2</b>	Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
<b>8.4.3</b>	Tenderers shall not undertake any publicity activity within any section of the media.
<b>8.5</b>	Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
<b>8.5.1</b>	this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
<b>8.5.2</b>	the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
<b>8.5.3</b>	the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
<b>8.5.4</b>	the Tenderer is legally required to make such a disclosure.
<b>8.6</b>	The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.
<b>8.7</b>	<b>Transparency of Expenditure</b>
	Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
<b>9.0</b>	<b><u>Freedom of Information</u></b>
<b>9.1</b>	Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

<b>9.2</b>	In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
<b>9.3</b>	If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
<b>9.4</b>	Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
<b>9.5</b>	In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.  For guidance on this issue see: <a href="http://www.ico.gov.uk">http://www.ico.gov.uk</a>
<b>10.0</b>	<b><u>Disqualification</u></b>
<b>10.1</b>	The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
<b>10.1.1</b>	The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
<b>10.1.2</b>	The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
<b>10.1.3</b>	The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
<b>10.1.4</b>	The Tenderer :
	a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

	b)	Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
	c)	Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
	d)	Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
<b>10.2</b>	Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.	
<b>10.3</b>	The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.	
<b>11.0</b>	<b><u>E-Procurement</u></b>	
	As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.	
<b>12.0</b>	<b><u>Award of Contract</u></b>	
<b>12.1</b>	<b><u>Award Criteria</u></b>	
	The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.	
<b>12.2</b>	<b><u>Award Notice</u></b>	
	The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of	



	the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.
<b>12.3</b>	<b>Transparency of Expenditure</b>
	Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
<b>13.0</b>	<b><u>Value of Contract</u></b>
	Shropshire Council cannot give any guarantee in relation to the value of this contract
<b>14.0</b>	<b><u>Acceptance</u></b>
<b>14.1</b>	Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
<b>14.2</b>	The Tender documentation including, the General and Specific Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
<b>14.3</b>	The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 1 <sup>st</sup> May 2019.
<b>15.0</b>	<b><u>Payment Terms</u></b>
	<b>Tenderers should particularly note</b> that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.
<b>16.0</b>	<b><u>Liability of Council</u></b>
<b>16.1</b>	The Council does not bind himself to accept the lowest or any tender.
<b>16.2</b>	The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

<b>16.3</b>	The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
<b>16.4</b>	The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
<b>16.5</b>	Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.
<b>17.0</b>	The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council
<b>18.0</b>	<b><u>Declaration</u></b>
	We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.



# Tender Response Document

## ROCV 016 - PROVISION OF OCCUPATIONAL HEALTH PHYSICIAN SERVICE

Name of TENDERING  
ORGANISATION  
(please insert)

**Gel Ltd trading as Healthwork**

Please also add your company name to the footer of each page of the returned document

# Shropshire Council Tender Response Document

## **Contract Description and Specification:**

The Provision of Occupational Health Physician support.

Site Address: Shrewsbury Offices.

## **Introduction**

Shropshire Council requests the submission of quotes in connection with the provision of consultancy services for the above, which is outlined below.

## **Background**

Shropshire Council operates an in-house Occupational Health (OH) Service. The team are line managed by the Occupational Health, Safety and ICT Approvals Manager.

The OH team consists of five employees, three of which are professional and qualified Occupational Health Nurse Advisors. One of which is a Senior OH Advisor takes a clinical lead and supervisory role. All OH Advisors undertake the provision of guidance, management referrals, medical post-employment assessment and advice, return to work support, fitness to work reviews, immunisations and vaccinations programmes and monitoring employees at risk from exposure to working methods/processes.

The Occupational Health and Safety Service provides a commercial occupational health and safety consultancy to several organisations.

An organisation, Shropshire and Wrekin Fire Authority (S&WFA) have a current contract with us to provide two OHP clinics per month for asbestos medicals, medical examinations of employees, as required, to give advice in relation to sickness absence and on the fitness of individual employees for continued employment Fitness to Work Medical/Management Referrals, medical examinations of all prospective firefighters and review of new starters' health questionnaires for non-uniformed staff, conducting a full medical examination if appropriate.

Due to the expiry of the current 5-year contract, we are seeking a replacement to offer support for the Council in managing the health and safety of employees through on-site support for management referrals regarding absences and fitness to work. The work will involve also providing an opinion as the Registered Independent Medical Practitioner for first time cases or an independent review for Appeals or second Opinion if case is not known.

The OH Physician will have access to a consultation room with desk and chairs. Administrative support will be provided for reports.

The following skills and experience are applicable to the selection for the provision of the service:

- Appropriate medical qualifications.

- Accredited specialists in occupational medicine and, as an absolute minimum, must hold the Diploma in Occupational Medicine Qualification in the specialism of OH.
- Members of the Faculty of Occupational Medicine (MFOM or equivalent) preferred.
- Access to advice from an accredited specialist (FFOM or equivalent) for difficult cases would be welcomed.
- Current GMC registration.
- Professional Medical Indemnity cover (minimum £2 million cover)
- Public Liability Insurance Certificate (minimum £5 million cover)
- Members of the Association of Local Authorities Medical Advisers (ALAMA) to facilitate access to standardised, service-specific medical guidance would be preferred.
- Ability to demonstrate Continuing Professional Development (CPD).
- Experience with working with Local Authority
- Experience with working with Fire Authority
- Experience with IQMP/FMAB work
- Appointed (HSE) Doctor -Asbestos
- Extensive knowledge of relevant Health and Safety Legislation.
- Provision of advice and guidance following health assessments, health surveillance and management referrals.
- Experience with IHR and Deferred IHR applications
- Preferable named contact for the provision of the contract.
- Flexibility with days worked and extra days for recruitment medicals, though agreement.
- Available for telephone/email advice when required.
- Willingness to complete standing orders for specific prescription only medicines (POM's) and vaccines that apply to the OH service.
- Periodic clinical supervision for the Senior OHA/OHA
- Support for clinical investigation regarding complaints.
- LGPS Committee Approval would be required/

Ability to provide up to three days per month at two different Shrewsbury bases. This consists of one day for Shropshire Council and two days for S&WFA.

NB. The S&WFA is for an initial 12 months period. This may be subject to change after 12 months but not guaranteed to continue.

- Stakeholders and interested parties include Shropshire Council's Workforce and Transformation Teams, Shropshire and Wrekin Fire Authority and Local Government Pension Scheme.

### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;

- b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

## **Contents**

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	11
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	13
B Part 2 Section 3	Grounds for Discretionary Exclusion	14
Section C	Tender and Pricing Schedule	18

## **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 40% (400 marks)</b>		
Section C / Q 1	Price	400 max marks
<b>Total for price</b>		<b>400 max marks</b>
<b>Quality 60% (600 marks)</b>		
Section C / Q 2.1	Delivery methodology for undertaking the service.	20 / 200 max marks
Section C / Q 2.2	Working with the various stakeholders involved.	20 / 200 max marks
Section C / Q 2.3	Proven competency of any OH Physicians who would be used on the contract.	20 / 200 max marks
<b>Total for quality</b>		<b>60 / 600 max marks</b>

### **Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	

<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

**The tender receiving the highest initial mark for Quality Criteria overall will receive the full 600 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.**

### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being **400**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

An hourly agreed fee is applicable for the Occupational Health Physician to carry out the support services outlined in the specification.

Price will be evaluated by using the 'hourly fee' tendered in Section C Pricing Schedule.



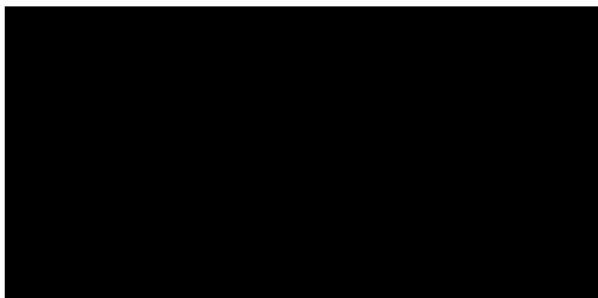
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Provision of Occupational Health Physician Service

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Occupational Health Physician Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



Date 08/03/19

Designation: Sales Manager

Company: Healthwork

Address: 16 St John Street, Manchester Post Code: M3 4EA



Fax No

E-mail address: sales@healthworkltd.com

Web address www.healthworkltd.com

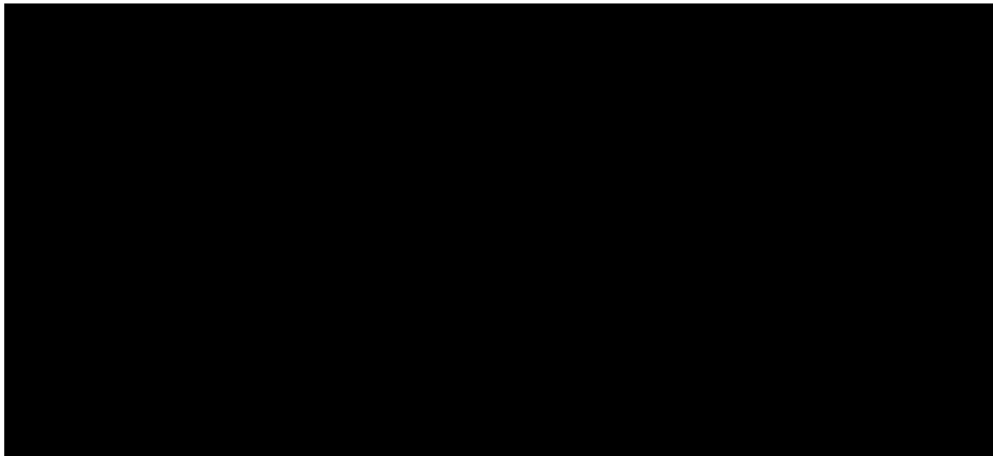
**Section A:**  
**2. Non – Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



(For and on behalf of Healthwork)

Date 08/03/2019

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

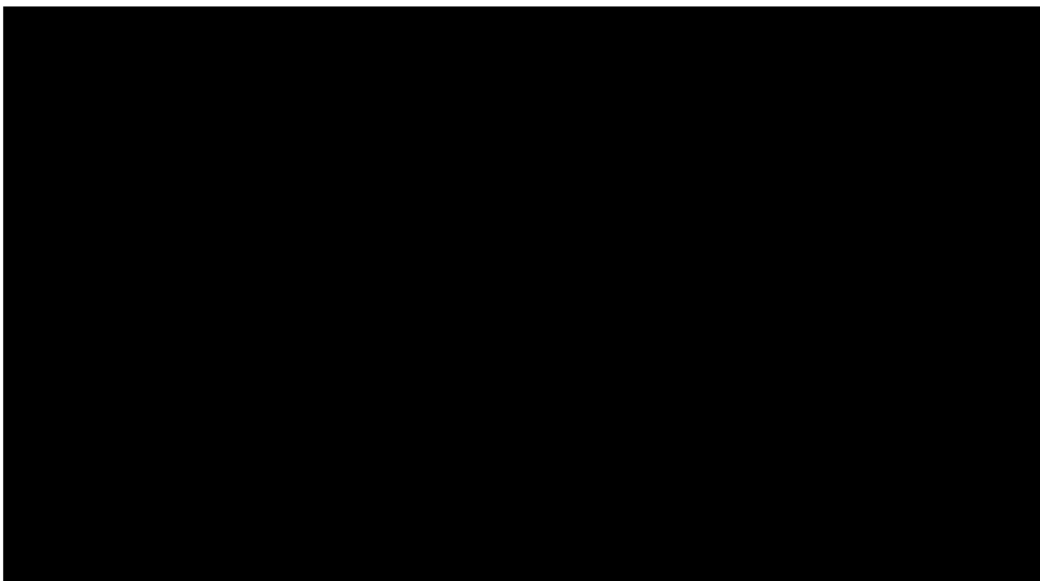
**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.



## **Section A:**

### **Section A:**

#### **4. Declaration of Connection with Officers or Elected Members of the Council**

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

**No**

If yes, please give details:

<b>Name</b>	<b>Relationship</b>

***Please note:***

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

## SECTION B

### Standard Selection Questionnaire Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Gel Ltd trading as Healthwork
1.1(b) – (i)	Registered office address (if applicable)	16 St John Street, Manchester, M3 4EA
1.1(b) – (ii)	Registered website address (if applicable)	www.healthworkltd.com
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited Company
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(j)	Are you a Small, Medium or Micro Enterprise (SME)?	

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Healthwork
1.3(c)	Role in organisation	Director
1.3(d)	Phone number	[REDACTED]
1.3(e)	E-mail address	skhan@healthworkltd.com
1.3(f)	Postal address	[REDACTED]
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	08/03/2019

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2.2	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	<a href="#">Please see attached to this document our GDPR/Data/Confidentiality Policy</a>

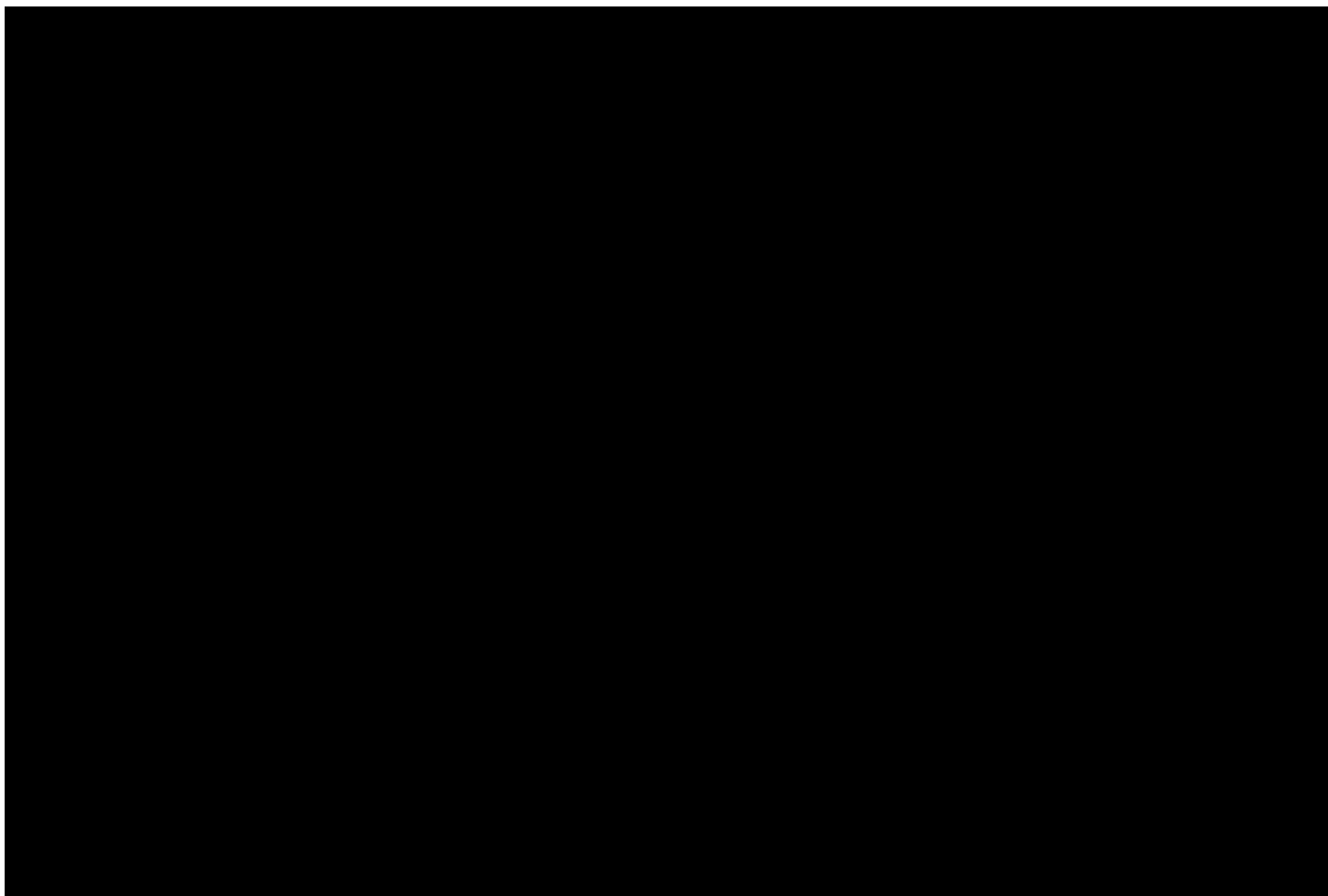
<b>Section 3</b>	<b>Grounds for discretionary exclusion</b>	
Question number	Question	Response

<b>Section 3.1</b>	<b>Economic and Financial Standing</b>	
Question number	Question	Response
3.1.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(c) 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).	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3.1.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

<b>Section 3.2</b>	<b>Technical and Professional Ability</b>	
3.2.1	<b>Relevant experience and contract examples</b>  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a	



	<p>Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 3.2.3</p>
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3.2.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	N/A

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3.2.3	If you cannot provide at least one example for questions 3.2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.
	N/A

### Section 3.3 Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

	<b>Additional Questions</b>
<b>3.3.1</b>	<b>Insurance</b>
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:
	

### 3.3.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 3.3 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>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?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 3.4 - Safeguarding of adults

(for services where staff come into regular contact with adults)

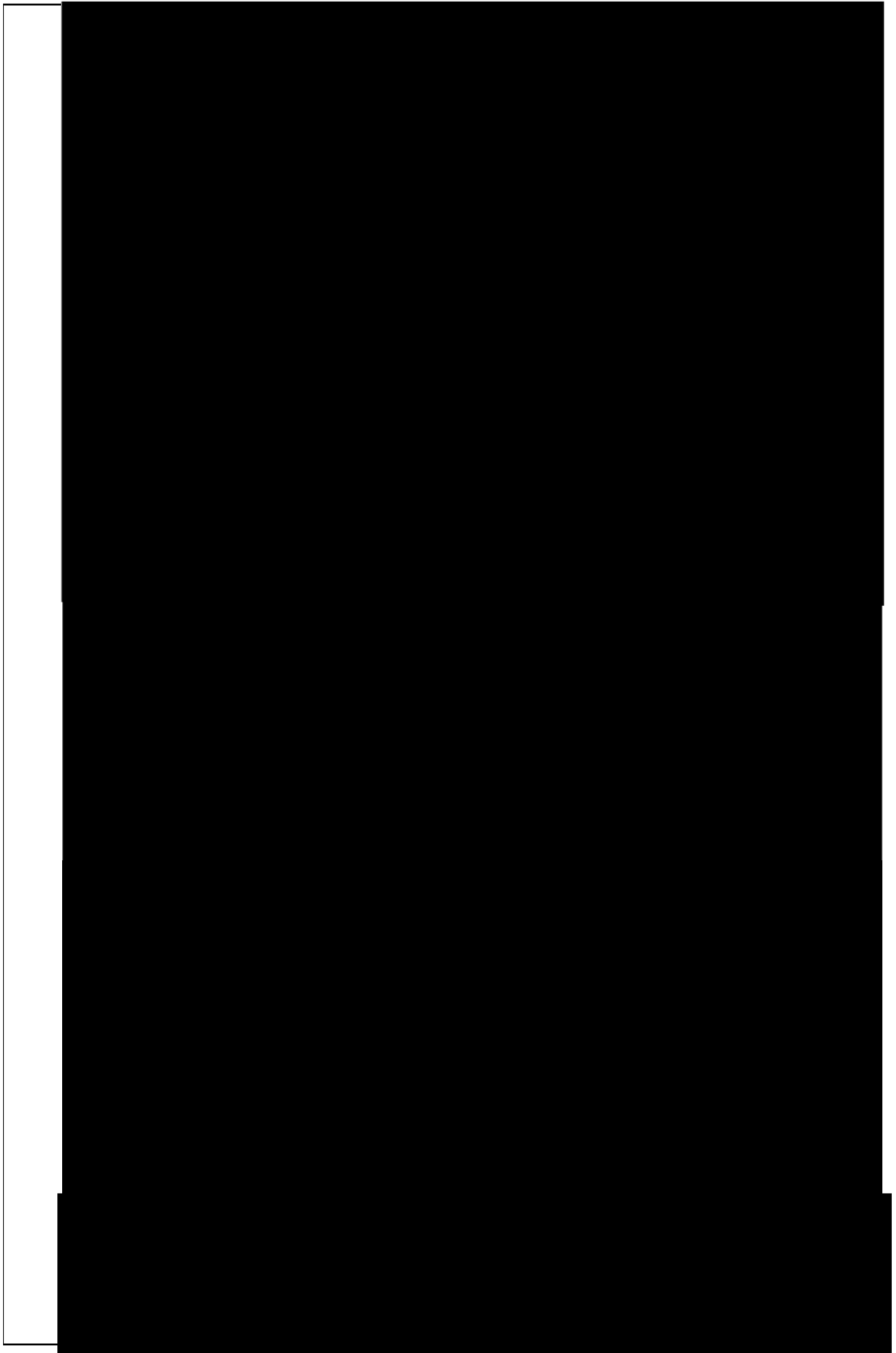
1	Do you have a Safeguarding Policy or statement for safeguarding adults?	Enclosed NO
2	For information: our requests for references will include a question relating to your organisation's record for safeguarding.	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by</p> <p>Shropshire Council's approach to adult protection  <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a> </p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p>	

	(For and on behalf of Healthwork)	
	Date: 08/03/2019	

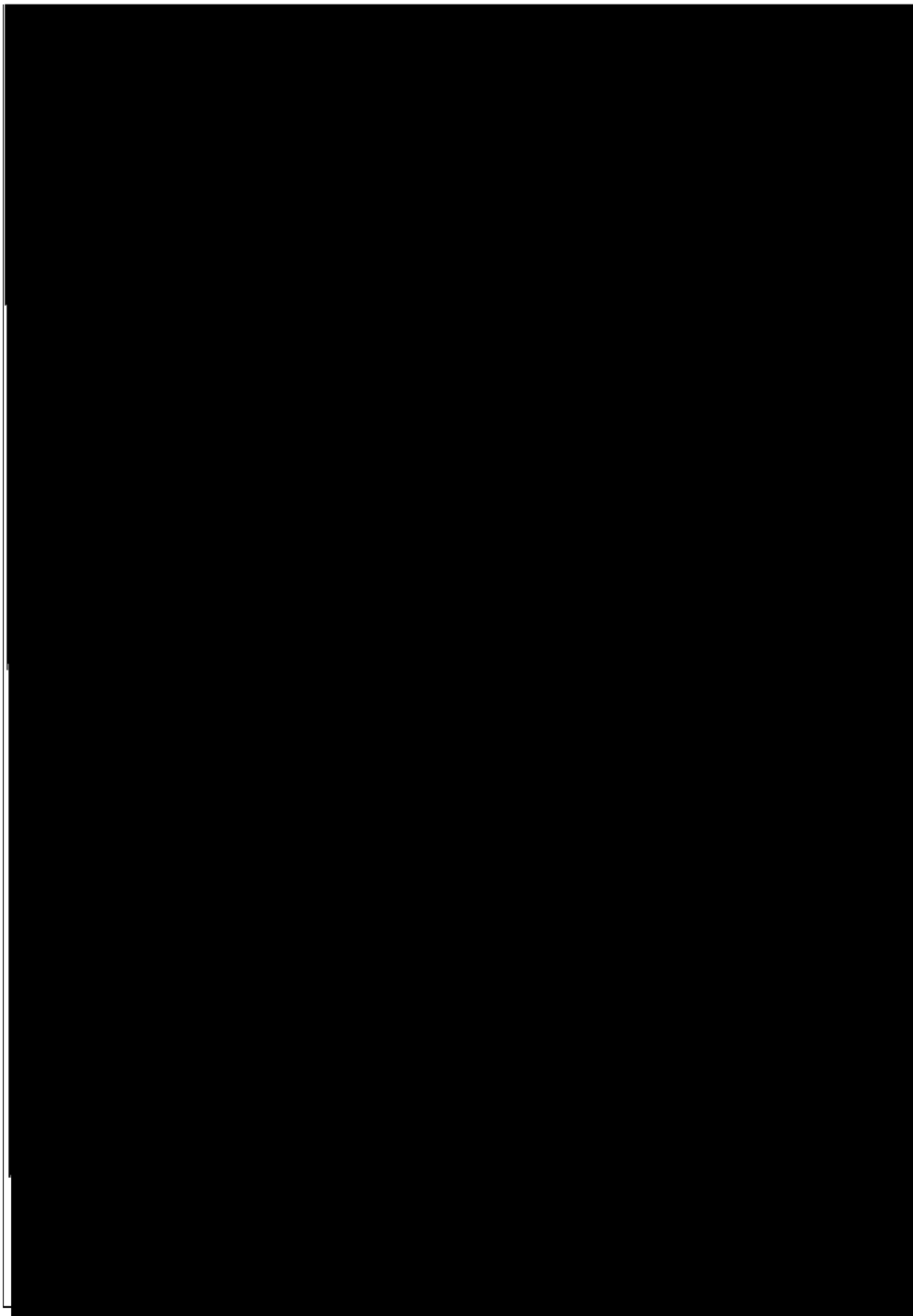
## SECTION C – TENDER SCHEDULE

1.	Price
1.1	<div data-bbox="280 383 1257 450">An hourly agreed fee is applicable for the Occupational Health Physician to carry out the support services outlined in the specification.</div> <div data-bbox="1273 383 1398 450">400 max marks</div> <div data-bbox="217 450 1390 548" style="background-color: black; height: 44px;"></div>

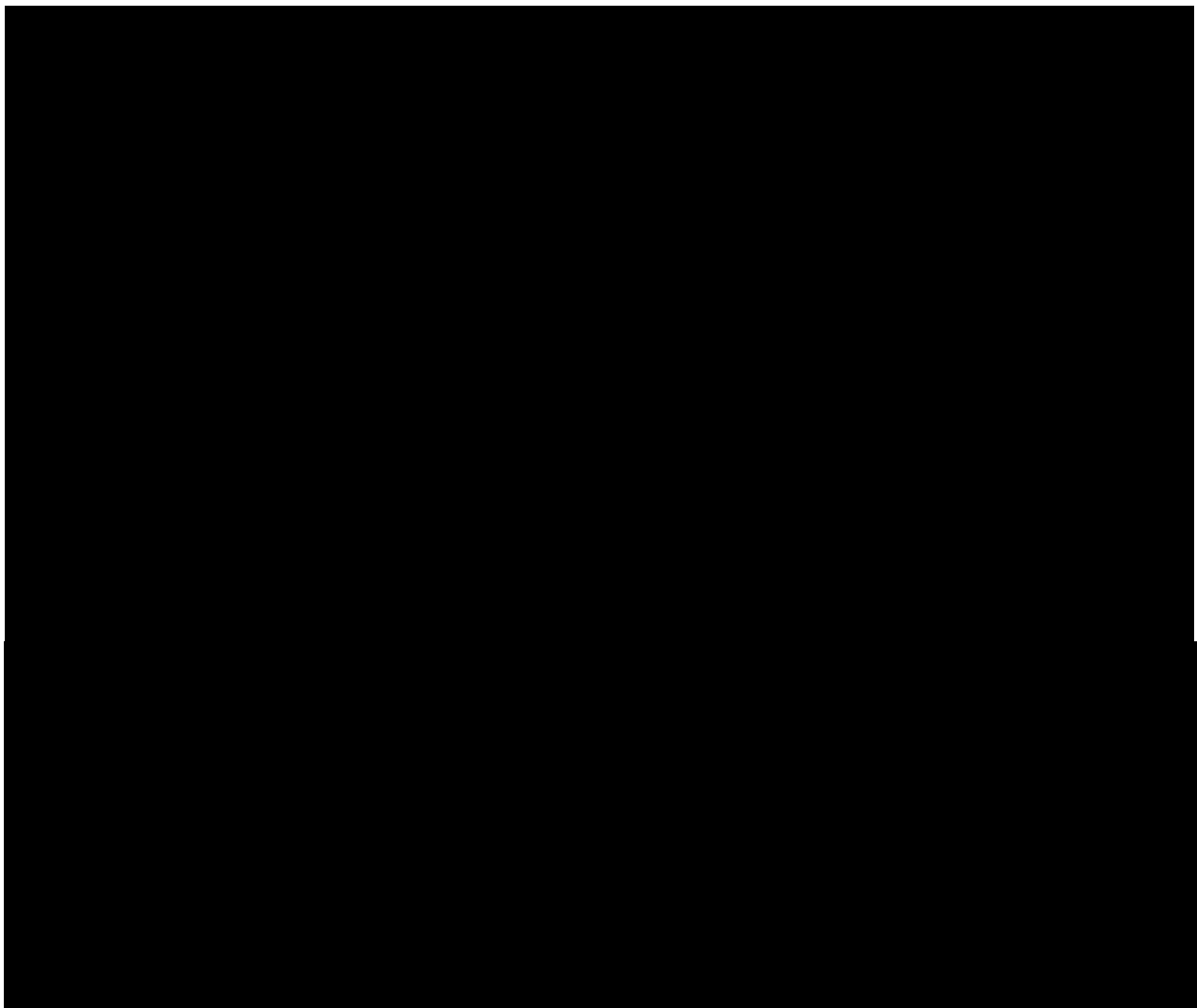
2.	Quality
	<div data-bbox="280 721 1257 887">This section is for the delivery methodology you will be able to deliver the requirements in, and also how you propose to manage the consultations and reports, i.e. how many consultations in the one day, the preferred minimum and maximum time for each consultation and generation of reports.</div>
2.1	<div data-bbox="280 891 1257 925">Provide details of delivery methodology for undertaking the service.</div> <div data-bbox="1273 891 1398 992">20 / 200 max marks</div> <div data-bbox="225 952 1273 2018" style="background-color: black; height: 476px;"></div>



2.2	Please detail how you will work with the various stakeholders involved and what resource you will need them to provide.	20 / 200 max marks







2.3	Please provide details of any OH Physicians who would be used on the contract. Please state qualifications, experience and reason for selection.	20 / 200 max marks





Healthwork  
16 St John Street  
Manchester  
M3 4EA  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Emailed to: [REDACTED]

5<sup>th</sup> April 2019

Dear Bidder

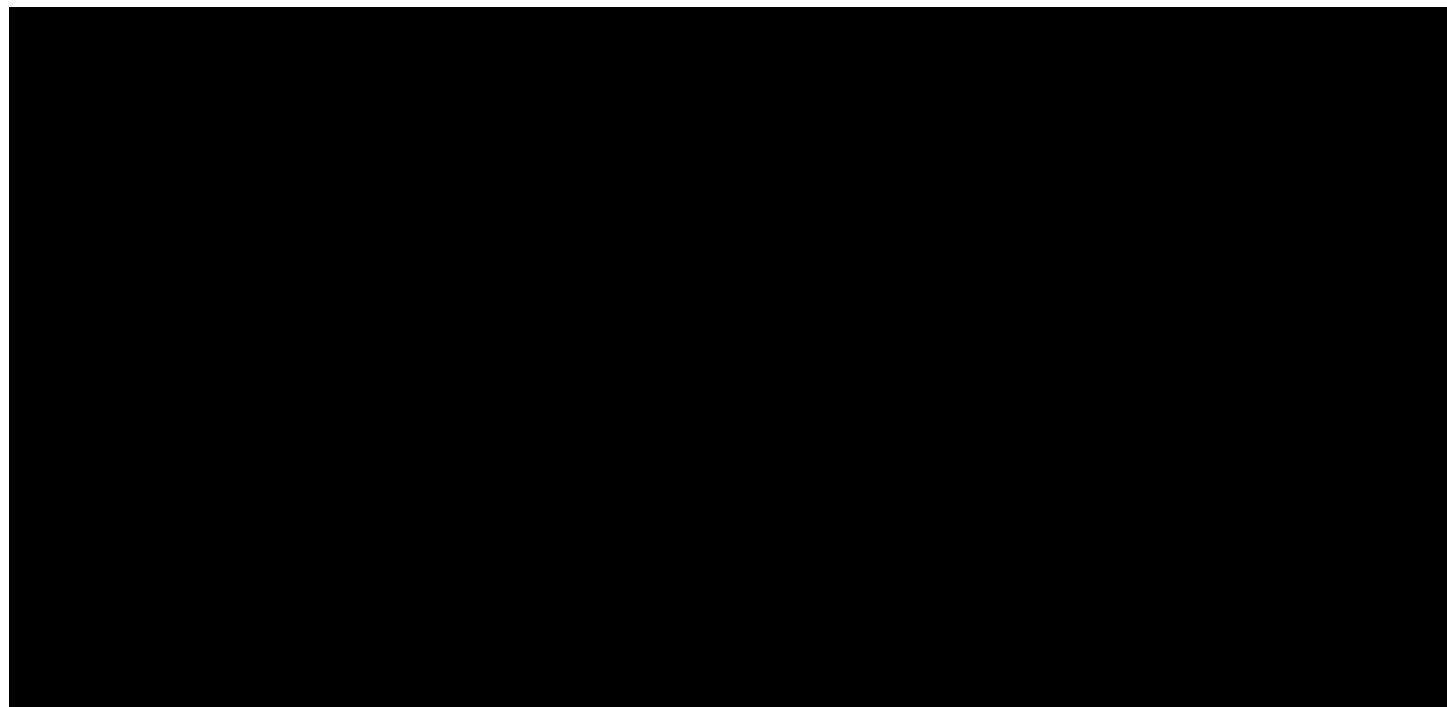
**ROCV 016 - PROVISION OF OCCUPATIONAL HEALTH PHYSICIAN SERVICE  
SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

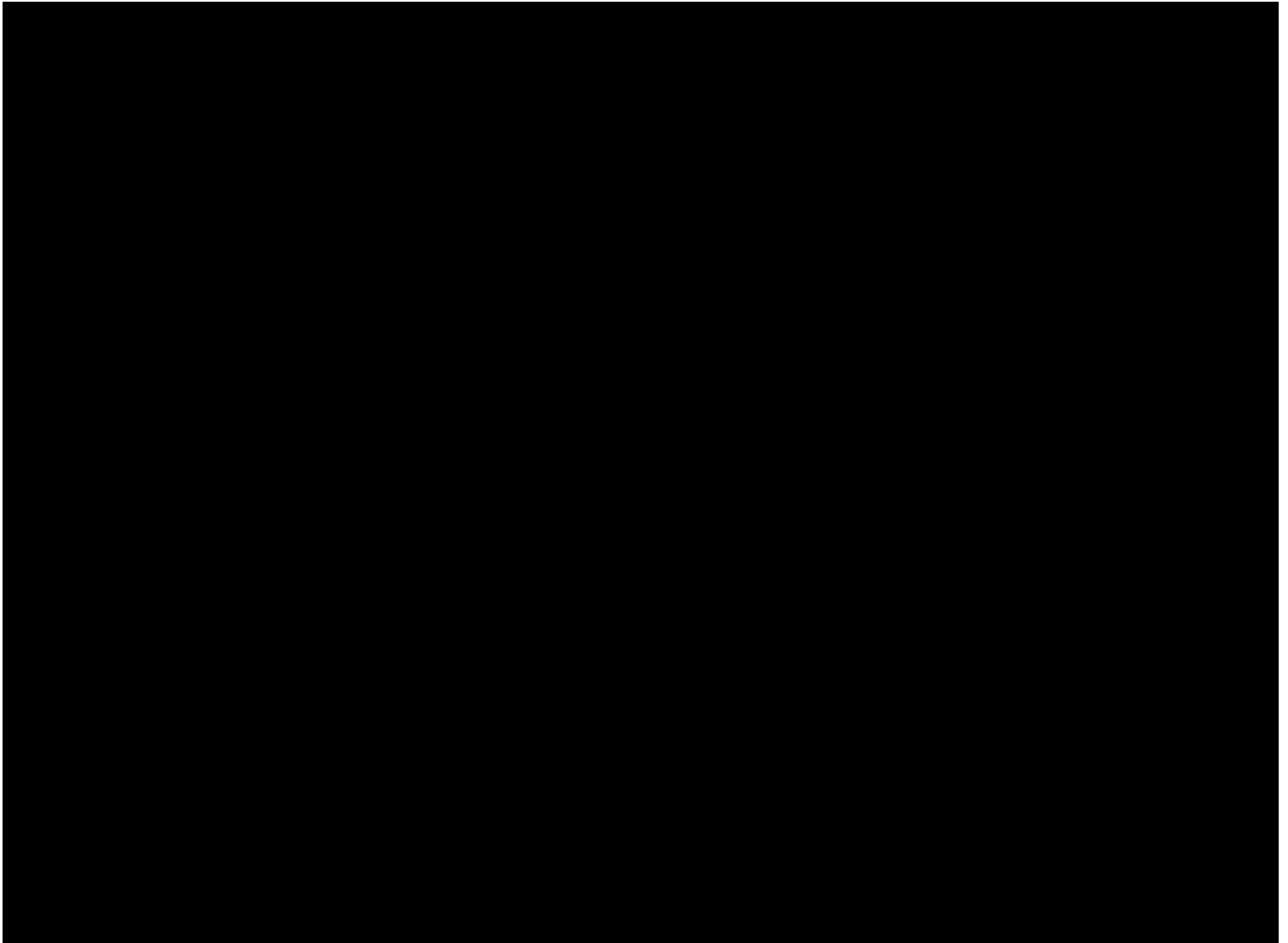
This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations"). We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A voluntary "standstill" period is now in force; this period will end at midnight on 15<sup>th</sup> April 2019.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.



For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



We will be in touch after the standstill period.

Yours faithfully

