



**WOKINGHAM
BOROUGH COUNCIL**

INVITATION TO TENDER

Provision of Occupational Health Services

for

Wokingham Borough Council

Date of Issue: 08/01/2018

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1. INTERPRETATION

The definitions in this section apply in this Invitation to Tender (ITT):

Agreement: means an agreement to be entered into on behalf of the Council and by one tenderer for the provision of all of the Services.

Authority / Council / We / WBC: means Wokingham Borough Council.

Evaluation Criteria: means the evaluation criteria set out in Section 9.

Tenderer / Bidder / You / Your Organisation: means the business or company which is completing this Invitation to Tender.

Services: means the services to be delivered to the Council in accordance with this procurement.

2. INTRODUCTION

Bidders are being invited to complete this Invitation to Tender under the Procurement and Contracts Rules and Procedures contained in the WBC Constitution, in accordance with the fundamental tenets of the Public Contracts Regulations 2015 and subject to notices placed in Contracts Finder and WBC's own website.

Wokingham Borough Council, the Employer, is a unitary authority situated in the heart of the Royal County of Berkshire, approximately 30 miles west of London with approximately 1,200 employees.

3. DESCRIPTION OF THE SERVICES

Wokingham Borough Council are inviting tenders for the provision of our **occupational health service**.

4. PURPOSE AND SCOPE OF THIS ITT

This ITT:

- asks Bidders to submit their responses in accordance with the instructions set out in the remainder of this ITT;
- sets out the overall timetable and process for the procurement;
- provides Bidders with sufficient information to enable them to provide a compliant response to this ITT;
- sets out the Evaluation Criteria that will be used to evaluate tenders; and
- explains the administrative arrangements for the receipt of responses.

5. CONTRACT TERM AND COMMENCEMENT

- 5.1 Any contract issued as a result of this ITT will be held with Wokingham Borough Council and run for an **initial term of 3 years**, subject to satisfactory performance. The contract is expected to commence on **1st April 2018**.
- 5.2 The term of the Contract may be extended for 1 period of up to 1 year, subject to satisfactory performance, funding availability and mutual agreement between the parties.

6. QUESTIONS AND CLARIFICATIONS

- 6.1 Any questions and clarifications relating to this ITT must be submitted by email to the Tender Co-ordinator.
- 6.2 Public Contracts Regulations 2015 state that any additional information required by tenderers must be provided at least 6 days before the closing date for receipt of tenders. Therefore, WBC requires that any clarification questions are received, via email to the Tender Co-ordinator, no later than 24/01/2018.
- 6.3 The Council will respond in writing to requests for clarification and will endeavour to answer questions as they are received during the tender period. The Council's responses (including a description of the enquiry but without identifying the source) will be emailed to all Tenderers during the tender process. Final response/s will be made (in accordance with 6.2) by 17:00, **26/01/2018**.

7. SUBMISSION OF TENDERS

- 7.1 The **closing date** for receipt of Tenders is **12.00 pm on 31/01/2018**. It is the responsibility of the applicant to ensure that the tender is received by the Council before the deadline, as **tenders received after this time may be rejected**. The Council may, at its own absolute discretion, extend the closing dates and time specified above without request. Any extension granted will apply to all tenderers.
- 7.2 This ITT pack must be completed electronically and **one electronic copy** of the entire pack returned to WBC on DVD. Electronic submissions alone cannot, however, be accepted. **Two hard copies** of each of the **documents listed in Section 8.9** must also be returned within the deadlines stated.
- 7.3 Where Annexes ask for a signature and date, these must be completed in writing.
- 7.4 Tenders must be returned in a plain sealed envelope which should not bear any name or mark indicating the sender (including any mark from a franking machine). Tenders must be addressed using the following form:



Tender Returns
Form.docx

The form should be printed **in colour**, at A5 or A4 size, and securely attached to the tender return packaging. If you utilise a courier, you must ensure that the courier does not cover this form with their own delivery information. Your tender may be rejected if the control information contained on this form is not visible.

- 7.5** Tenderers must ensure that the packaging in which they submit their tender is robust enough to ensure the package is not torn in error as a result of handling/postage. Any tenders that arrive with Democratic Services torn or open may be disqualified.
- 7.6** Please do not submit tender bids in any way other than in line with the instructions above. Tender submissions are opened according to formal Council procedures. Failure to follow the instructions above is likely to mean that the tender submission has to be discounted.
- 7.7** Contact details for the Tender Co-ordinator are as follows:

Name of Tender Co-ordinator	Mark Gibbons
Email Address	mark.gibbons@wokingham.gov.uk
Postal Address	Civic Offices Shute End Wokingham RG40 1BN
Contact number	0118 974 6000

8. TENDER REQUIREMENTS

- 8.1** The Council's requirements are specified in Schedule 1 – Service Specification.
- 8.2** A full explanation of the Council's Evaluation Criteria is set out in Section 9 below
- 8.3** Tenders should be valid for acceptance for a period of at least **90 days** following the closing date.
- 8.4** The Council reserves the right to accept or reject any tender, and to annul the ITT process and reject all the tenders at any time, without thereby incurring any liability to the Bidders.
The Council will accept the tender, or tenders, most economically advantageous to the Council, which will not necessarily be the lowest priced tender.
- 8.5** Tenderers must answer all questions, as accurately and concisely as possible. Where a question is not relevant to the tenderer's organisation, this should be indicated, with an explanation as to why.
- 8.6** No appendices will be accepted unless it specifically states in the questions that an

appendix can be attached.

- 8.7** The format of the response boxes/tables must not be changed and a minimum of font size 10 must be used when typing a response.
- 8.8** Where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow suppliers to provide relevant details in a concise manner. Any wording over the limit, or the use of embedded documents (except where explicitly allowed in the question), will not be evaluated. For this purpose “word” shall be given its normal meaning, i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word (notwithstanding any automated word count facility) but will be counted as separate words.
- 8.9** Tenderers **MUST** include the following in their submission, in **hard copy**:

ANNEX A	ORGANISATION IDENTITY
ANNEX B	EVALUATION DOCUMENTS (METHOD STATEMENTS AND ALL ASSOCIATED DOCUMENTS)
ANNEX C	NON-COLLUSIVE TENDERING CERTIFICATE, SIGNED
ANNEX D	NON-CANVASSING CERTIFICATE, SIGNED
ANNEX E	BONA-FIDE TENDER CERTIFICATE, SIGNED
ANNEX F	FREEDOM OF INFORMATION & TRANSPARENCY, SIGNED
ANNEX G	FORM OF TENDER, SIGNED
ANNEX H	CONFIDENTIALITY CERTIFICATE, SIGNED
ANNEX I	TRANSFERRING EXISTING RECORDS
SCHEDULE 2	COMPLETED PRICING SCHEDULE
SCHEDULE 5	COMPLETED SELECTION QUESTIONNAIRE

- 8.10** All Responses received by the Deadline will be checked for compliance with the submission requirements set out in this ITT. If a bid is not considered compliant, the Council will not be obliged to carry out any further evaluation and the Tenderer may be eliminated from the procurement. During this period, clarification on any aspect of the tender may be sought.
- 8.11** It is required that the Tenderer include a price in respect of each aspect of the Service as required by the Price Schedule. Only prices submitted on the Price Schedule will be regarded as part of the bid.
All Prices shall be stated in pounds sterling and exclusive of VAT.
- 8.12** Tenders must be completed in English language or a full English translation provided at no cost to the Council.
- 8.13** Where documents require a signature, this must be signed:
- Where the Tenderer is an individual, by that individual.
 - Where the Tenderer is a partnership, by two duly authorised partners.

- Where the Tenderer is a company, by two directors or by a director being duly authorised for that purpose; and

the status of the signatories within the organisation indicated.

- 8.14** No unauthorised alterations shall be made to the Form of Tender or to any other document. If any such alteration is made or, if the instructions are not complied with, the tender may be rejected. Furthermore, any Tenderer not complying with these instructions in any particular way may be rejected by the Council, whose decision in the matter shall be final.

9. EVALUATION OF TENDERS

- 9.1** The submitted responses to the tender pack will be assessed in accordance with the requirements of The Public Contracts Regulations 2015. The Council will treat all responses in accordance with the principles of transparency, equality of treatment and non-discrimination.
- 9.2** Since this procurement has been run as an Open Procedure, all bidders are required to answer the standard SQ document from the Crown Commercial Service. See Schedule 5 for further details.
- 9.3** Any Contract awarded as a result of this procurement will be awarded on the basis of the most economically advantageous tender, or tenders, to the Council as set out below:

Element of the Evaluation	Percentage Weighting
A. Quality	60
B. Price	40
TOTAL	100%

- 9.4** Evaluation of the tenders will consist of two phases:
- Mandatory Requirements – responses to the compulsory questions contained within Schedule 5 – Standard Selection Questionnaire will be evaluated on a Pass/Fail basis. If a tenderer fails to satisfy the selection criteria set out in the Standard SQ, their tender will be deemed non-compliant and will be excluded from further consideration.
 - Any tenderer, who meets the Mandatory Requirements, will then be assessed against the Evaluation Requirements. This consists of 2 elements: quality and price evaluation.

9.5 Method statements/ Quality evaluation

Tenderers are required to complete Method Statements to provide detailed information demonstrating how specific elements of the service/s, as defined in the Service Specifications and Contract, will be delivered.

- i. The method statements carry a maximum percentage weighting, towards the overall tender score, as shown below. The total score achieved, in accordance with the below weightings, will be prorated to the maximum percentage weighting and applied to the overall score.

Method Statement Category	Weighting
1. Carrying out referrals	10%
2. Resourcing delivery of the service	10%
3. Delivery of the KPIs	10%
4. Use of technology/ electronic solutions	10%
5. Reporting	10%
6. Management of pre-employment questionnaire clearance	10%
TOTAL	60%

- ii. Tenderer's response to each individual question will be scored (out of 10) using the following scoring matrix. The score (divided by 10) will be multiplied by the weight for the individual question (as indicated in the question) and the result will contribute, in proportion, to the overall weighting for that category.

Score	Rating of Response
0	No response provided and/or substantial omissions which make the response fundamentally unacceptable and gives the Council cause for major concern.
1	Very poor standard of response; fails to meet nearly all requirements, Insufficient information provided or response generally not supported by evidence. Gives the Council cause for a very high level of concern.
2	Poor response; fails to meet the majority of requirements, insufficient information provided and/or response is generally not supported by evidence. Gives the Council cause for a high level of concern.
3	Inadequate response; fails to meet some requirements and is generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern.
4	Basic response; borderline in meeting requirements and has some satisfactory elements but is generally unsatisfactory and/or has several omissions. Gives the Council cause for concern in several areas.
5	Adequate response; generally meets requirements and is supported by a reasonable level of evidence but has a number of omissions which give the Council cause for some concerns in few areas.
6	Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns.
7	Good standard of response; meets requirements and is supported by evidence although there are a few very minor omissions and/or very minor issues which gives the Council cause for some very minor concerns.
8	Very Good standard of response; meets requirements and is supported by comprehensive evidence which gives the Council a very good level of confidence.
9	Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence.
10	Exceptional standard of response; exceeds requirements in most areas and is supported by very strong evidence which gives the Council a very high level of confidence.

9.6 Evaluation of the method statements will be carried out by a panel made up of staff members from the Council with relevant experience and expertise.

9.7 Interview

- i. As part of the evaluation process the right is reserved to interview tenderers to discuss the areas covered within the method statements to ensure full and proper understanding of the methods before any appointment.
- ii. If, following interview, a tenderer is re-ranked to a lower position or should withdraw, the tenderers shall be re-ranked and the new highest ranked tenderer(s) may be interviewed in a similar manner.

9.8 Price Evaluation

- i. Tenderers must complete the Pricing Schedule at Schedule 2. The pricing element carries a maximum percentage weighting as shown in section 9.3 above.
- ii. The prices submitted must be comprehensive and include all costs associated with the resources to be employed in providing the Service. This includes all costs of whatever kind associated with the employment of people, all overheads, profit and all other relevant costs.
- iii. The "Price" score will be calculated in line with the Chartered Institute of Public Finance and Accounting (CIPFA) scoring model, according to the formula:

$$\text{Score of Other tender (\%)} = \text{maximum Price Score (\%)} \times \frac{\text{Lowest tender total price}}{\text{Other tender total price}}$$

The lowest priced tender will be awarded the maximum Price score (Price Element Percentage Weighting), as detailed in Section 9.3. The Other tender score will then be calculated relative to this, as shown above.

In accordance with the Public Contracts Regulations 2015, WBC will ask tenderers to explain the price or costs proposed in this tender, where the values appear to be abnormally low in relation to services required. WBC may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

9.9 Clarification

The Council reserves the right to require tenderers to clarify any aspect of the bid or the pricing at any time during the procurement process. Clarification will generally be in writing but may include a meeting at the Council's offices. Such meetings will not be scored. Anything arising from clarification, that alters WBC's understanding of a tender in any way, may be used by the Council to amend the relevant tender evaluation score/s.

10. CONTRACT AWARD

- 10.1 Subject to section 9, the Tenderer which, in the sole opinion of the Council, has presented the most economically advantageous tender will be nominated as "Preferred Supplier" and will be recommended for contract award.
- 10.2 All tenderers will be notified of the Councils intention to award the contract to the "Preferred Supplier", together with an explanation of the reasoning for the choice.
- 10.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal approval procedures and allowing for a 10-day Standstill period. Until all necessary approvals are obtained and the standstill period is completed, no agreement or work will be entered into.
- 10.4 Once the Council has reached a firm decision in respect of contract award, all tenderers will be notified of that decision.
- 10.5 In the event that a satisfactory conclusion with the "Preferred Supplier" cannot be agreed within one (1) month of the award of contract, the Council reserves the right to move to contract with the next ranking Tenderer.

11. INDICATIVE TIMETABLE AND THE PROCUREMENT PROCESS

The key dates for this procurement are currently anticipated to be as follows:

Event	Date
Advertising on Contracts Finder	8/01/2018
Deadline for receipt of written questions	24/01/2018
Issue answers to questions	26/01/2018
Deadline for submission of final tenders (by 12.00 pm)	31/01/2018
Tender Evaluation period	02/02/2018 – 16/02/2018
Interviews	19/02/2018 – 23/02/2018
Contract award decision finalised by the Council	26/02/2018
Standstill Period	27/02/2018 – 09/03/2018
Contract Award	13/03/2018

12. CONTRACTUAL REQUIREMENT

12.1 Form of contract

The successful Tenderer will be required to sign a formal contract based on the specification relevant to the tender (**Schedule 1**), the Pricing Schedule (**Schedule 2**), the Terms and Conditions as outlined in **Schedule 3** and the Tenderer submission. Until such execution, the successful tender, together with the Council's written acceptance shall form a binding agreement.

12.2 Warnings/Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council nor its advisors accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Annexes and Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to such statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Council.

- i. If a Tenderer proposes to enter into an agreement with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Agreement (as and when finally executed), subject to the limitations and restrictions specified in it.
- ii. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement. No other obligation on the Council shall be implied into any contract which may arise between the Council and the preferred supplier.
- iii. No legal relations will be formed until the contract is awarded by the Council to the preferred supplier, at which time a formal contract will be entered into between the Council and the preferred supplier.
- iv. This ITT should not be regarded as an investment recommendation made by the Council or its appointed advisors.
- v. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all the requirements of the Council before submitting their tender.
- vi. The Council is committed to transparency and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted may need to be disclosed in response to a request under the Act. Tenderers should be aware, that even where they have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act, if a request is received.

- vii. Please also note that receipt of any material marked “confidential” or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking. If a request is received, the Council may also be required to disclose details of unsuccessful tenders.

12.3 Changes to the ITT and the Project

- i. The information contained in this ITT may be changed by the Council from time to time without prior (or any) notice being given by the Council.
- ii. In this document, words such as "anticipates", "expects", "projects", "intends", "plans", "believes", "will" (and words and terms of similar substance) indicate the Council's present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.
- iii. Although it is intended that the remainder of this procurement will take place in accordance with this ITT, the Council reserves the right to terminate, amend or vary the procurement process by notice in writing.

12.4 Eligibility requirements and changes affecting a Tenderer

- i. Any attempt by Tenderers, or their advisors, to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:
 - devise or amend the content of any response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance; or
 - enter into any agreement or arrangement with any other person as to the form or content of any other Response, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Response; or
 - enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Response; or
 - canvass the Council or any employees or agents of the council in relation to this procurement; or
 - attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Response.
- ii. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderers and their advisors, and the Council and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement, at the sole discretion of the Council.
- iii. The Council must be notified immediately should any key persons who are part of the tender process become ineligible as described above and under the provision of the Public Contracts Regulations 2015 and / or the Council's constitution.
- iv. Tenderers must inform the Council in writing of any change in control, composition or membership of that Tenderer or its consortium members, and of any other material change to the Tenderer's response to the Standard Selection

Questionnaire. The Council reserves the right to disqualify any such Tenderer from any further participation in the procurement process, if there are any significant changes to their responses given in their Standard SQ.

12.5 The Council's rights

The Council reserves the right to:

- waive the requirements of this ITT;
- disqualify any Tenderer that does not submit a compliant Response in accordance with the instructions in this ITT;
- withdraw this ITT at any time, or to re-invite Responses on the same or any alternative basis;
- in their absolute discretion not to award any contract as a result of the current procurement process; and
- make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

12.6 Cost

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the Council.

12.7 Law

The laws of England and Wales shall apply for the purpose of all proceedings relating to this procurement process, any contract awarded pursuant thereto and any disputes (including non-contractual disputes or claims).

12.8 Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

There will be no TUPE implications in relation to the procurement of this contract.

ANNEX A: ORGANISATION IDENTITY

Please complete the details below:

Please detail the name of the company (prime or single contractor) in whose name the Contract would be awarded:	
Contact name: (nominated person for this tender)	
Job title:	
Address:	
Telephone number:	
Facsimile number:	
E-mail address:	

ANNEX B: METHOD STATEMENTS

60% WEIGHTING

Listed below are a series of questions that tenderers will need to complete as part of their ITT submission.

Q1. Referrals arrangements	Weighting
<p>Please outline the various ways you carry out referrals (e.g. by phone, in person) and the locations you will use for face to face appointments. If you propose to carry out referrals by phone only, please explain how you would arrange for a personal assessment to be carried out where needed?</p> <p>Word count limit: 600</p>	10%
<p>Assessors requirements To meet the requirement the following must be demonstrated: Proposals need to be clear on the location to be used by the provider. Where options on locations are provided, these need to be costed individually. If the proposal provides for face to face and phone based referrals, we would like to clarify on when the provider recommends each method is used. Answer should also cover when and why a nurse would be used rather than a doctor.</p>	
<p><i>Please provide your answer to the question in this box:</i></p>	
Q2. Resourcing delivery of the service	Weighting
<p>Please explain how you will resource the delivery of the service, providing details of the medical practitioners to be employed and whether they are employees or working on a contract basis. If they are not employees, what arrangements have you put in place to ensure that the resources will be available when needed?</p> <p>Word count limit: 500</p>	10%
<p>Assessors requirements To meet the requirement the following must be demonstrated: The proposal should give an indication of the number of people who will be working on the account, their relevant experience and outline how you would cover for sickness and holidays. If you are using professionals who are not employees, how will you ensure their availability? Please include information of the management process in place in relation to any professionals who are not direct employees, as well as any particular response times agreed with them and any other relevant information.</p>	

<i>Please provide your answer to the question in this box:</i>	
Q3. Delivery of the Key Performance Indicators	Weighting
Please explain how you will deliver the service Key Performance Indicators, in particular making appointments and sending out a post-referral reports to the employer within the timescales specified. Please include the methods of monitoring, addressing issues and reporting to Wokingham Borough Council and schools within the Borough.	10%
Word count limit: 500	
Assessors requirements	
To meet the requirement the following must be demonstrated:	
Information about appointments making process and post-referral reports with clear timescales and an indication of how quality standards will be maintained.	
<i>Please provide your answer to the question in this box:</i>	
Q4. Use of technology/ electronic solutions	Weighting
Please provide information about the electronic solutions you intend to use in relation to the provision of the service, including online access to the different services you can provide?	10%
Word count limit: 600	
Assessors requirements	
To meet the requirement the following must be taken into account:	
<ul style="list-style-type: none"> • Our preference for Council's occupational health referrals is that each line manager will make a referral directly rather than it coming through the HR team. Schools referrals will need to be made independently by schools. • Ideally, we would like a manager at the council to have direct access to the provider's occupational health referral form through an interface from the Council's intranet, meaning that the manager does not have a separate sign-in for the occupational health referral form. Our schools will not be able to access the intranet so would need to maintain independent sign in information. • All information exchanged must remain secure. 	
<i>Please provide your answer to the question in this box:</i>	

Q5. Reporting Facilities	Weighting
<p>Please outline what reporting facilities you can provide explaining which facilities Council employees, including the HR Team, would be able to access directly online, which ones you will provide, and the trends you would focus on. Please include examples of reports you currently produce.</p> <p>Word count limit: 500 Note: reports samples will not contribute to the word count limit.</p>	10%
<p>Assessors requirements To meet the requirement the following must be demonstrated: An understanding that Council and schools information will need to be specified separately. A clear indication of what information will be provided in each type of report, in what form the reports will be provided, how will they be accessed and what trends they will highlight.</p>	
<p><i>Please provide your answer to the question in this box:</i></p>	
Q6. Management of pre-employment questionnaire clearance	Weighting
<p>Please explain your process and turnaround times for carrying out pre-employment questionnaire clearance, including scheduling any follow up calls where required. Could you also outline your approach to managing a situation where you would need to follow up 25% of the questionnaires? Would there be an assessment in terms of how relevant the issues flagged are and whether a follow up call is required for each specific case?</p> <p>Word count limit: 500</p>	10%
<p>Assessors requirements To meet the requirement the following must be demonstrated: Capacity for a consistently quick turnaround of pre-employment checks. Details of the criteria you would apply to assess the relevance of the issues flagged; details of the follow up process you have in place.</p>	
<p><i>Please provide your answer to the question in this box:</i></p>	

ANNEX C: NON-COLLUSIVE TENDERING CERTIFICATE

I / WE certify that in preparing and submitting this Tender we have not offered or agreed to offer to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to obtaining this Contract.

I / WE have not canvassed any person or offered any inducement in order to obtain confidential information in relation to the Contract and the Services to be undertaken either directly or indirectly.

I / WE certify that no one has been permitted to act on our behalf to offer such inducements or perform such acts set out above.

By this Certificate the word "person" includes any persons and anybody or association corporate or non-corporate and offer or agreement includes any transaction formal or informal and whether legally binding or not.

Print Name(s) in full:

--

Signed:

--

Date:

--

Print Name(s) in full:

--

Signed:

--

Date:

--

For and on behalf of
(Registered Company
Name)

--

Registered Address

--

ANNEX D: NON-CANVASSING CERTIFICATE

I / We certify that in preparing and submitting this Tender that we have not canvassed any member, officer or anyone in the employment of the Council.

In this Certificate:

“Person” includes any person and anybody or association, corporate or non-corporate.

Print Name(s) in full:

--

Signed:

--

Date:

--

Print Name(s) in full:

--

Signed:

--

Date:

--

For and on behalf of
(Registered Company
Name)

--

Registered Address

--

ANNEX E: BONA-FIDE TENDER CERTIFICATE

In recognition of the principle that the essence of Selective Tendering is that the clients shall receive bona-fide competitive tenders from all those tendering **I/WE** certify that:

1. The Tender submitted herewith is a bona-fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any Agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - a) Communicating to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure in confidence of the approximate amount of the Tender was essential to obtain insurance premiums quotations required for the preparation of the Tender).
 - b) Entering into any Agreement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
 - c) Offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

In this Certificate:

1. "Person" includes any person and anybody or association, corporate or non-corporate.
2. "Any Agreement or arrangement" includes any transaction of the sort described above formal or informal and whether legally binding or not.

Print Name(s) in full:

Job Title(s)

Signed:

Date:

Print Name(s) in full:

--

Job Title(s)

--

Signed:

--

Date:

--

For and on behalf of
(Registered Company
Name)

--

Registered Address

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ANNEX F: FREEDOM OF INFORMATION AND TRANSPARENCY

The Council is committed to transparency and meeting its legal responsibilities under the Freedom of Information Act 2000 (“The Act”), and all information submitted may need to be disclosed in response to a request.

Organisations are asked to consider if any of the information supplied in this tender should not be disclosed because of its sensitivity under the Act and, if this is the case, provide the information, identifying specific reasons for its sensitivity. The Council will endeavour to consult with organisations about sensitive information before making a decision on any Freedom of Information request received.

Please detail pages that are exempt from disclosure and include reasons:

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The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provision of the Act and the Council’s transparency commitments.

ANNEX G: FORM OF TENDER

TO: Tender Co-ordinator,
Wokingham Borough Council
c/o: Civic Offices, Shute End
Berkshire
RG40 1BN

Having examined the Contract Documents for

Provision of Occupational Health Services for Wokingham Borough Council

to Wokingham Borough Council, we offer to perform and complete the whole of the Service in conformity with the said Contract Documents for such sum as may be ascertained in accordance with said Contract Documents.

I/ We hereby certify that any statement made in our SQ/PAS91 PQQ submission remains true and accurate in all material aspects save as specified below:

I / We undertake to complete the Services as detailed in the Specification (Schedule 1 of the Tender documents) and the Contract during the Contract Period.

I / We agree and accept all Terms and Conditions included in this tender, especially regarding Schedule 3, and accept that these will be used to form the Contract.

I / We agree that until such time as a formal Agreement is executed by the parties, this Tender, together with the Council's written acceptance thereof, shall constitute a binding Contract between us.

I / We agree that within 28 days of the acceptance of this Tender by the Council we shall take the following steps:

- a) Execute a formal Agreement;
- b) Produce to the Council for inspection, documentary evidence that the insurances required are property maintained;

I / We also agree that if we fail to undertake any of the aforementioned steps within the said period of 28 days, the Council shall be entitled to treat the said binding Contract as

terminated by our breach, but without prejudice to the Council's right to claim against us for any loss or damage resulting from such breach.

I / We further agree that this Tender will remain open for consideration for a period of three months from the last date for the return of Tenders.

I / We understand that you are not bound to accept the lowest or any form of Tender you may receive.

Yours faithfully,

Print Name(s) in full:

Job Title(s)

Signed:

Date:

Print Name(s) in full:

Job Title(s)

Signed:

Date:

For and on behalf of:
(Registered Company
Name)

Registered Address

ANNEX H: CONFIDENTIALITY CERTIFICATE

Please sign this document to confirm that the organisation agrees to keep all matters relating to the tender confidential.

Print Name(s) in full:

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Job Title:

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Signed:

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Date:

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ANNEX I: TRANSFERRING EXISTING RECORDS

SCHEDULE 1 – SERVICE SPECIFICATION

Please find this information attached as an additional document.
Information only

SCHEDULE 2 – PRICING SCHEDULE

Please find this information attached as an additional document.
This needs to be completed and returned as part of the tender submission.

SCHEDULE 3 – CONTRACTUAL TERMS AND CONDITIONS

Please find this information attached as an additional document.
Information only

SCHEDULE 4 – KEY PERFORMANCE INDICATORS

Please find this information attached as an additional document.
Information only

SCHEDULE 5 – STANDARD SELECTION QUESTIONNAIRE

Please find this information attached as an additional document.
This needs to be completed and returned as part of the tender submission.