

Occupational Health Services

INVITATION TO TENDER (Part A)

**Closing date for submission of Tender
12:00 on 25 October 2022**

**PLEASE SUBMIT YOUR COMPLETED TENDER SUBMISSION – PART B –
IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED**

**Leicestershire County Council
Rutland County Council
Charnwood Borough Council
Melton Borough Council
North West Leicestershire District Council
Harborough District Council
Oadby & Wigston District Council
Hinckley and Bosworth Borough Council**

Contents

This document is in two parts

PART A

Part A is this Invitation to Tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document.

Note: Part A does not need to be returned to Leicestershire County Council

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PART B

Part B is the tender submission document and should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for Completing and Submitting a Tender).

Glossary of Key Terms

A detailed description of the Contract is provided in the following sections of this document and in the accompanying Appendices/Appendix. Full and formal definitions are provided within the Contract, and Tenderers are advised to refer to the Contract to ensure they have a full understanding of the requirement.

For Tenderers' convenience however, the following key terms, which are used throughout this document, are defined as follows:

| | |
|-----------------------------|---|
| Contract | means this specific contract let by the Customer |
| Customer | means Leicestershire County Council (this includes all other Councils listed on the front of this document) |
| Services | means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in section 2, Requirement, of this document. |
| Invitation to Tender | means this document, inviting Tenderers to submit a Tender |
| Service Provider(s) | means the Service Provider appointed by the Customer as a result of this tender exercise |
| Tenderer | means an organisation that submits a completed Tender in response to this Invitation to Tender document |

1. INTRODUCTION

This is an Invitation to Tender (ITT) with information, instructions and guidance provided in Part A, following consideration of which the tender submission (Part B) should be completed and returned by all Service Providers who wish to tender for the Contract described in the following pages.

OVERVIEW

Leicestershire County Council is issuing this Invitation to Tender for the provision of Occupational Health Services.

- 1.1 Leicestershire County Council is collaborating with other contracting authorities in Leicestershire and Rutland to lead the procurement of Occupational Health Services (“OHS & EAP”). The contracting authorities (“the Customers”) are:

Leicestershire County Council
Rutland County Council
Charnwood Borough Council
Melton Borough Council
Oadby & Wigston District Council
Hinckley and Bosworth Borough Council
North West Leicestershire District Council
Harborough District Council

Structure of the Contract

- 1.2 In this instance, the requirements will be met through individual contracts with each of the confirmed contracting authorities and the Service Provider for the purposes of simplicity.
- 1.3 In order to ensure that the arrangement with each Customer is not affected by another Customer’s arrangement, upon award of the tender each Customer will enter into its own separate contract with terms the same as those attached and which shall be notified by each Customer upon award. The terms offered by the Service Provider will not be prejudicial to the other Customers in the event that for example one Customer wishes to terminate its arrangement with the Service Provider.

Contract Value and Duration

The contract value for this service is £55,000 per annum. An estimated contract value for the proposed 5-year period if extension options are utilised is £275,000.

The Contract will be in place for an initial period of 2 years, with an option to extend for a further period or periods up to a total of 36 months, taking the contract term to a maximum of 5 years. The Contract is intended to start on 1st April 2023.

Any subsequent extension to the Contract will be agreed between Leicestershire County Council or relevant Party Council and the Service Provider. It is likely that the Customers will seek the Service Provider to demonstrate improvements and/or price reductions before considering an extension. For any extension(s) to the contract, discussions with the service provider shall be conducted sufficiently far in advance of the contract expiry date to arrive at an agreed position.

Contract Management

- 1.4 The contract will be managed by the Customers with review meetings being held initially on a monthly basis, but after 6 months the meetings will be held quarterly. The review meetings will enable the Customers and the Service Provider to review performance of the contract, discussing matters which may include but not be limited to those specified in Section 2 of this document. There will be a minimum of an annual contract review with all parties engaged in a contract.
- 1.5 The Service Provider will be expected to field the appropriate personnel to a review meeting accordingly.
- 1.6 Leicestershire County Council is exploring the potential to join up contracting authorities on an annual basis to discuss performance with the Service Provider.

Management Information

- 1.7 The Service Provider shall provide management information on a periodic basis relative to all activity undertaken by the Service Provider as requested by the Customers. The detailed requirements are in Section 2 of this document (Reports to be presented at meetings).
- 1.8 The content and frequency of management information will be agreed with the Customers at the commencement of the contract.
- 1.9 Management information will be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customers that can be used to manipulate data.
- 1.10 The Service Provider will provide management information to the Customers on a monthly basis and at no additional cost to the Customers.

QUESTIONS AND CONTACT DETAILS

All queries relating to content of this Invitation to Tender, the requirement or the procurement process should be made via the secure messaging facility on the ProContract procurement portal (www.eastmidstenders.org). All communication with the Council must quote in the message heading the specific section and question number for which you require information or clarification. Please note that any questions relating to the operation of the portal itself should be submitted to ProContract (please see contact details in the following section on Instructions for completing and submitting the Application).

Please note it is the Council's policy to publish, in an anonymised format, all queries submitted and the Council's responses to such queries for the benefit of all other Tenderers. The Council will respond to all reasonable clarifications as soon as possible through publishing Tenderer's questions and the Council's responses to them on the e-tendering portal using a Clarifications Log.

Any questions deemed to be commercially confidential should therefore be clearly marked and the Council will decide in its absolute discretion whether the question submitted and the Council's response to the question are commercially confidential or whether they should be made available to all Tenderers. If the Tenderer disagrees with the Council's decision, it may decide to withdraw the query.

All Tenderers that wish to submit a Tender must return their submissions via the e-Sourcing Portal by the tender submission deadline, after this time the Tenders will be opened, evaluated and scored. Any further correspondence must be communicated through the e-Sourcing Portal.

If a Tenderer no longer wishes to participate in the procurement, then they should "Opt Out" on the e-Sourcing portal. Under no circumstances should Tenderers pass on this Invitation to Tender or any other document supplied by the Council to third parties.

The deadline for clarification questions is shown in the Indicative Timetable. Tenderers should factor the time necessary for the Council to respond to their clarification questions into their planning.

For the avoidance of doubt, the Council is not obliged to accept any changes proposed by a Tenderer in any clarification.

Please note that any correspondence issued to you from the Council, via the portal, will be sent to the person who is the named registered person on the portal for your organisation. If your organisation has registered multiple contacts, communication will be directed to the person who expressed an interest in this specific contract on behalf of your organisation. Tenderers are advised to make sure that this named registered person shares correspondence with all colleagues who are participating in this procurement. The Council is not responsible if the named registered person does not share information and/or documents supplied to them via the portal.

2. REQUIREMENT (including Specification)

This section provides Tenderers with as much detail as possible regarding the requirements and will help Tenderers to compile their tender submission and provides a specification for the services.

The Customer

- 2.1 Where the Customer is the Local Education Authority (LEA). Delegated funding and management arrangements provide for schools to recruit and employ teaching and support staff through their governing bodies. Some schools are advised, supported and assisted in this process by HR staff within the Councils or by independent contractors who provide health, safety and wellbeing services directly purchased by the schools. The Service Provider will be expected to continue this liaison.
- 2.2 It should be noted that the Service Provider will be expected to liaise with specialists where required. For example, where a Customer uses an independent provider to operate a confidential staff counselling service, utilising the services of professional counsellors, the Service Provider will be expected to liaise with professional counsellors where appropriate. It should be noted that a successful Service Provider will be required to work in cooperation with this programme and its providers. This may include the co-location of office and consulting accommodation if required in the future.

Objectives

- 2.3 A fundamental objective of the procurement is to secure a comprehensive suite of Occupational Health Services for all Customers that are provided by a single Service Provider.
- 2.4 There should be no management fee (usually referred to as a 'per capita' fee) charged in advance or in arrears for the Services. All charges should be made in arrears for Services rendered.
- 2.5 The Customers' detailed requirements can be found in this Section and its attached Schedules.
- 2.6 The Customers are required to meet their service needs and common law and statutory duties of care for the health, safety and welfare of its employees in their working environment.
- 2.7 OHS enables the Customers to reduce sickness absence levels and optimise staff performance and productivity. It also plays a role in helping employers care for and understand the needs of their employees.
- 2.8 The aim of the Service is to provide independent medical advice that enables us to make informed decisions on the management of an employee's health and in correlation to their job role.
- 2.9 Developing a corporate and integrated approach requires OHS to be much closer to the health, safety, well-being and Human Resources community of the Customers and most importantly to line managers and the employees themselves. Its practitioners must address a wider remit and embrace closer working with public health, general practice and vocational rehabilitation in meeting the needs of the Customers' employees. This will be underpinned by excellent operational relationships, good quality data, analysis and clear actionable advice.

- 2.10 The Service Provider should ensure that they respond in a timely and efficient manner, making sure that they analyse each referral to identify and provide a clear diagnosis and business focused management advice to both the employer and employee.
- 2.11 It is expected that the Service Provider will be formally accredited to the Occupational Health Standards.¹
- 2.12 Occupational Health should play a vital role in supporting health and attendance management. An important element of the contract will be how the Service Provider can support the Customers in achieving this aim.
- 2.13 An essential feature to the success of the OHS is the confidence, which employees and managers will have in it. In this respect, the maintenance of confidentiality of information relating to the employees of the Customers, both medical and otherwise, gained in the course of the provision of the OHS, is paramount. Accordingly, in relation to confidentiality, the Service Provider shall comply with the codes of ethical conduct established by the Faculty of Occupational Medicine (FOM), the British Medical Association (BMA), the General Medical Council (GMC) and the Nursing and Midwifery Council (NMC).
- 2.14 The Service should aim to be delivered in the most efficient way to meet the needs of the customer, which may be face to face or telephone based, virtual consultation (via MS Teams) or with other methods of referral and consultation only available as a backup.

Service Volume Estimates

- 2.15 The Tenderer is advised that the following are, by way of example only, typical tasks, which the Customer requires to be undertaken in relation to some aspects of the Specification. It does not cover every aspect of the Specification or every task that might be required within the items listed. The volumes are based on actual historical data from the incumbent supplier April 2021 – March 2022, where these are available. The data cannot be relied upon as a firm indication of anticipated workload but are given as a general indication, which is non-binding and inevitably imprecise, of the scale that might be involved. In particular the estimates do not constitute any warranty, representation or guarantee and the Customer gives no assurance as to the precision of the estimates, nor do they agree to be bound by them.
- 2.16 The Tenderer is advised that whilst there are 8 authorities listed as participants, not all parties may choose to go into Contract on the same date and some may choose not to go into Contract at all.
- 2.17 The following tables give some historical usage statistics for the Customer:

Table 1: Summary of OH Activity where available for the Local Authorities in from April 2021 – March 2022

| | Leicestershire County Council (inc ESPO) | Leicestershire Traded Service (LTS) | Rutland County Council | Melton Borough Council | Charnwood Borough Council | Hinckley & Bosworth Borough Council | North West Leicestershire District Council | |
|---|--|-------------------------------------|------------------------|------------------------|---------------------------|-------------------------------------|--|-------------------------|
| Type of Referral | Volume Per Council | | | | | | | Service Delivery Totals |
| Pre-Employment Questionnaires | 922 | 64 | 73 | 58 | 84 | 40 | 40 | 1281 |
| Management Referrals | 664 | 78 | 33 | 7 | 28 | 69 | 50 | 929 |
| Ill Health Retirement | 42 | 3 | 1 | 1 | 1 | 0 | 4 | 52 |
| Psychological | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Health Surveillance (Skin, respiratory and safety critical) | 1 | 0 | 0 | 9 | 63 | 4 | 0 | 77 |
| Driver | 25 | 0 | 0 | 0 | 0 | 1 | 0 | 26 |
| Asbestos Screening | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Audiometry | 5 | 0 | 0 | 9 | 39 | 0 | 0 | 53 |

| | | | | | | | | |
|---------------------------|----|---|---|---|----|---|---|-----------|
| HAVS | 15 | 0 | 0 | 9 | 20 | 0 | 0 | 44 |
| DVLA Renewal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Flu Vac | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Full Health Surveillance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hep B | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hep Blood Test | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Night Worker | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Food Handler | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| COSHH | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Road Worker Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| School Crossing Patrol | 41 | 0 | 0 | 0 | 0 | 0 | 0 | 41 |
| Night Worker Paper Screen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Night Worker Assessment | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Workstation Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|-------------|---|---|---|---|---|---|---|----------|
| Home Visits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|-------------|---|---|---|---|---|---|---|----------|

General Requirements

- 2.18 This Specification shall form part of any contract and shall be read and taken in conjunction with this Invitation to Tender and the Terms of Agreement for the provision of Occupational Health Services (OHS).
- 2.19 The Service Provider shall make the OHS available to the Customer during the normal working hours throughout the calendar year and by prior agreement.
- 2.20 The Service Provider shall satisfy the Customer, via regular updates, that the OHS provided takes account of all revisions to good professional procedures, diagnosis, treatment and equipment as recommended or approved by the FOM, the BMA, the GMC, the NMC and the Health and Safety Executive (HSE) and meets Occupational Health Standards.
- 2.21 The Service Provider shall consult and agree with the Customer in good time and before implementation, on any proposed changes in professional practice that may affect the type, number and quality of the OHS provided and the welfare and wellbeing of the Customer's employees. The Customer shall reserve the right to refuse to agree to any changes to the Contract requirements.
- 2.22 The Service Provider shall produce annually, and at such other times as a Customer may reasonably require, a report on the health status and trends of the Customer's workforce that have utilised the OHS. This is in addition to the ongoing management information required at regular liaison meetings and shall include express reference to the performance of the Service Provider in relation to the Customer's objective of reducing sickness absence.
- 2.23 The Customer is an "emanation of the State" and as such is bound directly by the terms of EU/EC health and safety directives, whether or not they have been implemented through the UK legislature, where they are sufficiently unconditional, precise and unambiguous in conferring rights on individuals. The Service Provider shall comply with any EU/EC directives that apply to the Customer.
- 2.24 The Provider must permit the customer to trade the service with, for example but not exclusively, schools, academies, charities, etc.

Staffing

- 2.25 The Service Provider shall employ competent and suitably qualified persons to provide the professional service(s) and associated administrative support to meet the requirements of this Contract.
- 2.26 The Customer reserves an option to be present at interview of professional staff (Nurses and Physicians) to ensure quality standards are maintained.
- 2.27 The minimum level of staffing required to deliver the service shall be determined by the Service Provider and agreed with the Customer but shall include persons in the following categories:
- NMC registered Occupational Health Nurse qualified to Occupational Health Nursing Diploma (OHND) standard or acceptable equivalent.
 - Medical advisor qualified to Diploma in Occupational Medicine (Dip OM) level or acceptable equivalent.
 - Accredited Specialist in occupational medicine satisfying the member of the Faculty of Occupational Medicine (MFOM or FFOM) standard or acceptable equivalent, including specialist training to enable adequate clinical assessments for HAVS, Asbestos and other health surveillance requirements.
 - Administrative and clerical support personnel with appropriate information technology and office administration skills.
 - Members of the BACP or equivalent
- 2.28 The gender mix of these staff should be sufficient to enable any referred employee to be assessed or examined by a clinician or physician of the same sex if they request it. The Service Provider shall

supply the CVs for all the employees who will be working on this contract.

- 2.29 Arrangements must be in place to cover the absence of permanent staff, including OHP's, to ensure continuity of OH services to the Customer.
- 2.30 All clinicians involved in providing this service must be familiar with all relevant legislation, for example, but not exclusively, the Equality Act; the Health & Safety at Work Act; the Management of Health & Safety at Work Regulations, etc.

Accommodation, Equipment and Transportation

- 2.31 Suitable, secure accommodation with a dedicated confidential telephone service shall be provided by the Service Provider at its expense at a base (or bases) for confidential consultation and medical examination. The location of this base should provide accessible OHS for the Customer's staff within the County of Leicestershire in order to cater for the needs of the Customer.
- 2.32 The accommodation should guarantee employees' privacy at all times ensuring that confidential matters are not overheard. It shall be sufficiently large to accommodate the Service Provider's staff, their clinical equipment, consulting rooms and systems for administration and record keeping. It shall be appropriately furnished and contain all the equipment and services necessary to satisfy this Contract.
- 2.33 The accommodation should be Equality Act compliant and have adequate parking for referred employees. As a minimum the Customer expects a minimum of five parking spaces in total, one of which should be designated as a disabled parking space, to be available to referred employees. There should also be parking available for HGV's for all face to face appointments.
- 2.34 Since the work of the Service Provider's medical staff may involve visits to various sites and work locations, it shall be responsible for ensuring that they have adequate transportation, including the facility to carry any relevant portable equipment necessary for them to perform their duties including service delivery at the workplace. It should be noted that road worker health surveillance may be conducted at highways depots and consideration should be given to how this will be achieved. This service shall be provided at no extra cost to the Customer.
- 2.35 The Customer reserves the right to arrange inspections by its authorised officers prior to the award of Contract, and at any time during the period of the Contract, of the accommodation provided by the Service Provider for the delivery of the OHS.

Administration

- 2.36 The Service Provider shall ensure that the administrative support within the OHS shall be highly skilled in, and responsible for:
- Support to medical staff
 - Obtaining medical consent prior to referral appointments
 - Arranging medical consultations and examinations
 - Dispatching formal results, reports, advice and invoices to the Customer in a timely manner
 - Conducting correspondence as required by medical staff with appropriate officers of the Customer
 - Preparing copies of certificates defining level of fitness for duty
 - Providing copies of medical statements and qualified medical opinions as requested, e.g. for hearings, medical assessment panels, tribunals and court proceedings, obtaining GP, specialist and consultant reports
 - Providing copies of statements and qualified medical opinions on any other medical aspects of the Customer's work
 - Maintaining confidentiality

- 2.37 The Service Provider shall provide medical and other reports that comply with the Crystal Mark for plain English. Facilities should be available to provide information in alternative formats e.g. where English is not a first language or a hearing impairment etc.
- 2.38 The Service Provider shall cater for all employees' needs and provide assistance in the completion of medical questionnaires where required. E.g. where specific learning needs are identified.
- 2.39 The Service Provider shall ensure that all computer software suites (which include, but are not exclusively limited to word processing, spreadsheets and databases) used to record, process and manipulate information relevant to the Contract are compatible with systems used by the Customer, including standard Microsoft office software. The Service provider should ensure that sufficient back up and contingency plans are in place should the computer system become non-operational. The Customer reserves the right to update and/or replace any of their computer software during the term of the Contract, and in such an event would require the Service Provider to cooperate in all reasonable ways to ensure interfaces are maintained. Medical and other reports should have the ability to be shared across internal departments where required.
- 2.40 It is possible that during the contract period the Customer may require the Service Provider's software suites (including, but are not exclusively limited to, word processing, spreadsheets and databases) used to record, process and manipulate information relevant to the Contract, to interface with relevant HR and Finance systems of each of the Customer including standard Microsoft office software used by the Customer. Should this requirement arise during the contract period then the Customer reserves the right to update and/or replace any of their computer software during the term of the contract, and in such an event would require the Service Provider to cooperate in all reasonable ways to ensure interfaces are maintained.
- 2.41 The Service Provider will undertake to cleanse data systems (unit numbers, staff, contact details etc.) at least once per year. The Customer will provide an appropriate contact to help fulfil this requirement.

Service Provider and Customer Liaison Meetings

- 2.42 The Service Provider shall be required to consult, and work in conjunction with a range of Customer employees and to attend regular meetings and shall maintain a close working relationship with the Customer via the Customer's authorised officers by means of regular meetings and ad hoc meetings as required by the Customer.
- 2.43 The exact details (timing frequency, content, attendance of the meetings above will be agreed at contract award) but may include:
- OH User Group meetings incorporating the HR Management Team, Health & Safety function and departmental representatives / users of the Occupational Health Service. These meetings will be to discuss operational matters relating to the performance of the Contract. The frequency and format of these should be agreed with each participating Customer.
 - Contract Performance Review meetings – Chaired by a Health, Safety and Wellbeing Manager with other HR staff in attendance. These meetings will be to discuss individual contractual performance for each Customer. The frequency and format of these should be agreed with each participating Customer.
 - Annual Contract Management meetings with the wider Customer Group. These meetings will be to discuss strategy, contract direction and improvement for the Customer group and the Service Provider.

Reports to be presented at meetings

- 2.44 The Service Provider shall present at the agreed meetings, reports of its activities in respect of the delivery of the service. The following is an illustrative list of the reports required, but is not limited to the number and type of:

- pre-employment assessments for safety critical posts or statutory requirements;
- in-service and on-going referrals;
- pre-retirement referrals;
- where agreed, onward referrals to external sources for cases outside the competence of the OHS to resolve (e.g. specialist consultants);
- in-service referrals as a result of accident/injury at work;
- health surveillance;
- ill-health retirements;
- number of DNAs;
- employee lifestyle and health checks;
- consultations;
- OH trends and analysis by occupational group and Directorate
- site visits;
- reports produced;
- case appearances;
- complaints and their resolution;
- areas of development for OH services;
- responses to enquiries for advice in all other cases covered by the requirements of this specification and not covered above.
- Breakdown of spend by department
- Comparisons with other similar local authorities

- 2.45 The Service Provider will pay specific attention to the express objective of reducing sickness absence, reporting on what methodologies have been employed to this effect and on the success of these via statistical information.
- 2.46 The Service Provider shall also be required to liaise with nominated officers of the Customer and other parties for which specific instructions shall be issued.
- 2.47 The Service Provider shall be actively involved in discussions of, and formally advise the Customer on, individual problem cases, acting in accordance with the principles and requirements of confidentiality referred to in Paragraph 1.13 above.
- 2.48 When specialist reports are requested then a weekly progress report must be provided free of charge.
- 2.49 When no consent to share the report, LCC or relevant Council require some information on what questions can be answered. No response from the LCC or relevant Council staff member within 10 working days then it is noted as a non-report.
- 2.50 The doctor or Nurse should dictate the report in the presence of the staff member for clarity and request a signature to confirm they have understood everything

Service Provision

- 2.51 Please note that the Customer will require referrals to be made via a secure online web service.
- 2.52 There should be a facility to allow appropriate appointments to be made at least 6 to 10 weeks in advance.
- 2.53 The Helpdesk must be manned for an agreed period during the day to allow for ease of contact. The Helpdesk should offer support via telephone and email during the agreed period.
- 2.54 Where a nurse is not available to attend the referral and the appointment is transferred to a doctor instead, any increase in cost will not be accepted by LCC or relevant Council.

Pre-Employment Checks

2.55 Schedule 1 relates to the provision of pre-employment checks for safety critical posts or statutory requirements.

In-service Referrals / assessment of fitness for continued employment

2.56 The Service Provider shall undertake assessments for current employees and give qualified medical opinion in relation to fitness to work and clear actionable advice to Managers on how to progress the case. The OHS should focus on the business requirements of the Customer and support the need to reduce sickness absence levels and optimise staff performance and productivity. In-service referrals shall take the form of interviews, examinations, tests and medical counselling. Advice should be given on the following areas (this list is not exhaustive):

- Fitness to return to work following illness, accident or injury.
- Likelihood of return to work within 1 and 3 months.
- Fitness to return to work with temporary restrictions. Restrictions should be detailed and guidance provided to ensure it is relevant to the job role of the employee and the employee's capability.
- Fitness to return to work with adjustments.
- If redeployment should be considered and what type of role would be suitable.
- Permanently unfit to work and ill health retirements will be determined by the medical practitioner appointed to the appropriate pensions scheme.
- Anticipate timescale for recovery – guidance on when a person will be fit to work.
- If an employee is likely to be covered by the Equality Act and guidance on reasonable adjustments that are considered appropriate.

2.57 The Service Provider will provide a referral service for current employees which will address health and sickness absence problems. Referrals to the Service Provider are only valid if made by an HR advisor employed by the Customer. Referrals should have the following possible outcomes:

- Meaningful, clear, actionable advice for management to consider based on the best information available in dealing with future absence problems identified from referrals, absence triggers, or health surveillance and other monitoring procedures. This advice may cover potential service delivery issues in the referring manager's area of service and advice about the need for and regularity of future health referrals and checks;
- meaningful, clear, actionable advice for management to consider, based on the best information available in dealing with short-term absences triggered or referred through the Attendance Management Procedure, subject to the needs of the employing service and having first established the appropriateness and availability of potential options with the management;
- meaningful, clear, actionable advice for management to consider, based on the best information available on the employee's suitability to continue in his or her current job or another job in accordance with a specification agreed with the Customer department / manager;
- advice that takes account of the business needs of the organisation whilst not compromising the medical needs of the employee.
- In line with the current job role of the employee, advice should be given in relation to the extent of any advised adjustments in line with the requirements of the job role and the Employer's needs.
- Specific and guided advice in relation to redeployment should be given where appropriate.

2.58 The Service Provider shall provide a facility for an employee to be accompanied to an occupational health appointment, for example by a relative or friend or Trade Union representative.

- 2.59 The Service Provider shall provide a facility for an emergency referral appointment, i.e. to see or speak to an employee within 2 working days, for example where attempting to determine if an injury is the result of an accident at work, or if there is a need to refer a distressed employee quickly.
- 2.60 Where further information is required from a GP, specialist or other medical professional this is to be requested in a timely manner – performance standards and time scales are outlined in Schedule 6. Obtaining medical reports shall be at an additional charge to the Customer; however the Service Provider shall negotiate the price to the Customer's advantage. The Service Provider shall maintain regular contact with the appropriate HR representative to communicate the progress of the referral.
- 2.61 The Service Provider shall provide telephone or email clarification or advice on issues encountered during the referral process.
- 2.62 The Service Provider shall also provide telephone or email clarification after advice has been given e.g. a HR representative may need to discuss the viability of options that have been recommended with an occupational health nurse or doctor.
- 2.63 There may be times when a referral may have to be conducted via a home visit, or at a venue appropriate to the needs of the employee. The Service Provider shall agree this in advance with the appropriate HR representative.
- 2.64 Schedule 2 of this Specification details the protocol to be followed.

Specific Types of In-service Health Referrals

- 2.65 In addition to the above criteria for in-service health referrals the Service Provider shall be required to provide in-service referrals relating to specific conditions/situations.

Stress Assessments

- 2.66 The Service Provider shall be required to undertake a specific stress assessment where an employee is referred due to stress (both work related and non-work related).
- 2.67 The Service Provider is required to advise the Customer if stress is related to causing factors in the employees working environment.
- 2.68 The Service Provider shall provide practical suggestions/recommendations for adjustments that should be considered if not currently provided.
- 2.69 The Service Provider is also required to advise if stress is related to factors in the employee's personal or home life.
- 2.70 The Service Provider shall look at any lifestyle factors that may be relevant to the employee's rehabilitation and make recommendation to the Customer with regards to rehabilitation. In addition, the Service Provider shall provide advice to the Customer on developing appropriate procedures for dealing with stress.

Workstation Assessments

- 2.71 Where required the Service Provider shall undertake workstation assessments at the Customer's work premises and give advice on the effect of the workstation set up on fitness to work. Practical suggestions for adjustments shall be given. In some instances, the workplace may be an employee's home. Any third-party referrals needs to be carried out in a timely manner.

Case Conferences and Case Management Discussions

- 2.72 The Service Provider shall participate in case conferences at the request of the Customer, e.g. a facilitated discussion with an occupational health advisor or occupational health doctor, a HR representative and the line manager.
- 2.73 The Service Provider shall have a facility for case discussions at the request of the Customer e.g. a

facilitated discussion with the occupational health advisor or occupational health doctor and a HR representative. Case discussions should be used to facilitate the swift resolution of cases.

In-Service Health Surveillance

- 2.74 The Service Provider shall undertake appropriate and regular health surveillance assessments for employees exposed to identified health risks, including those for vulnerable groups, night workers and any employees who may have occupational exposure to harmful agents or organisms.
- 2.75 The Service Provider shall undertake Heavy Goods Vehicle (HGV) Driver Medicals in accordance with Driver & Vehicle Licensing Agency (DVLA) or other statutory requirements and timescales. The Service Provider shall undertake statutory medical or fitness for work checks for other groups of staff, e.g. school crossing patrol attendants.
- 2.76 The Service Provider shall provide in accordance with, but not limited to, published advice such as Health & Safety Executive (HSE) or Department of Health (DOH) Guidelines, appropriate preventative or treatment services for employee groups exposed to biological, chemical or physical hazards.
- 2.77 The Service Provider shall provide, in accordance with any imposed statutory duty arising from any statute or regulation, appropriate preventative or treatment services where this is not encompassed by arrangements made by the Customer and other providers.
- 2.78 Schedule 3 of this Specification defines, but does not limit, the employee groups and biological chemical and physical hazards.

Independent Doctor Assessment for Local Government Pension Scheme (LGPS) and Teachers Pension Scheme

- 2.79 The Customer is the Administering Authorities for the Local Government Pension Scheme (LGPS) and the Teachers Pension Scheme in Leicestershire and Rutland. The Service Provider shall undertake independent doctor assessments in line with the relevant LGPS and Teachers Pension scheme regulations for members in Leicestershire and Rutland. A bespoke process is to be agreed with the Customer in regard to terminally ill cases.

Employee Lifestyle and Health Checks

- 2.80 Schedule 4 of the Specification details the protocol to be followed for employee lifestyle and health checks.

Health Promotion Services

- 2.81 The Service Provider shall work closely with the Customer to support Health and Well-being promotions to employees in line with the Customer's agenda/priorities in these areas and through utilising emerging trends through performance management data analysis.
- 2.82 The Service Provider shall work with the Customer in such ways as is appropriate to assist and support the Customer in achieving the occupational health improvement targets.
- 2.83 Working closely with the Customer the Service Provider shall develop, implement and manage the delivery of health promotion initiatives including but not limited to:
- The education and training of employees on the avoidance of occupational hazards and ill health, such as, but not limited to, musculoskeletal injury associated with work activities.
 - The implications of various lifestyle issues such as, but not limited to stress, diet, alcohol or substance misuse.
- 2.84 In certain instances, this provision shall be complementary to, and not in place of, existing arrangements.
- 2.85 The Service Provider may be required to offer a wide range of health education programmes in order

- to promote health fitness amongst all categories of Customer employees on a continuing basis.
- 2.86 The Service Provider shall contribute to the generation of new initiatives in occupational health, safety and welfare in liaison with the Customer's Health and Safety Teams (or HR Teams where applicable).
- 2.87 Health promotion activities may take the form of presentations, information sessions, workshops/training sessions and/or health education programmes. The Service Provider shall specify any other methods of delivering health promotion information.
- 2.88 The Service Provider should include a number of free health promotions should be provided per annum. Additional health promotions should be made available and the Service Provider shall be specific about the costs of this provision.
- 2.89 Schedule 5 of this Specification sets out the protocol to be followed.

Vaccinations

- 2.90 The Service Provider shall provide immunisations for Influenza on request – a price shall be given for this provision. The Service Provider may be required to provide other immunisations for other conditions on request and an indication of the price for other vaccinations, e.g. Hepatitis B should be given.

Appear to Give Evidence

- 2.91 The Service Provider shall be required, when necessary, to appear to give evidence in hearings, medical assessment panels, tribunals or court proceedings.

Additional Services

- 2.92 The Service Provider shall provide details of its ability to deliver the following additional services as part of an integrated OHS:
- Ergonomics assessments using an appropriately trained/qualified ergonomist
 - Physiotherapy
 - Hand Arm Vibration Surveillance
 - **Drug and alcohol testing** (not a requirement for Leicestershire County Council, but may be a requirement for the other contracting authorities)
- 2.93 The Service Provider may describe also, under additional services, any other services that it is able to offer and the rates for these services. Where the Service Provider shall indicate a need for these services, it shall be subject to the Customer's approval.

Advice

- 2.94 The Customer's management and HR teams need to be able to make contact with the Service Provider during the Customer's normal office hours, though Tenderers are asked to outline their availability beyond this minimum requirement.
- 2.95 Customer's normal office hours are Monday to Friday 8.00am to 5pm.
- 2.96 The Service Provider through provision of the clinical services described shall provide advice to the Customer. This advice shall cover but not be limited to the following statutory requirements:
- Health and Safety at Work Act 1974 and its associated body of regulations and other related statutory provisions in respect of occupational health.
 - In addition, the Service Provider shall meet minimum standards laid down in appropriate publications such as any relevant Approved Codes of Practice and Health and Safety Executive (HSE) Medical Series Guidance Notes.

- 2.97 The provision of a service for the pre-employment assessment, regular monitoring and testing of individuals to comply with any specific legislative requirements and:
- Conditions in the working environment affecting employees' health.
 - Prevention of work-related ill health.
 - Fitness for work, fitness for continued employment, night working, rehabilitation and redeployment.
 - The monitoring and control of sickness absence whatever the cause, including advice to HR, managers and employees on rehabilitation and recovery.
 - Investigation of any other health-related problems/issues.
 - Health and Safety risk and workplace assessments, including advice on how such assessments should be approached and conducted when the employee has a medical condition.
- 2.98 Advice and support shall be provided via telephone, face-to-face discussion, email, ad-hoc site visits and reports.
- 2.99 The cost of providing advice on the above areas shall be included with the prices given for clinical services.
- 2.100 The Service Provider will have in place same day arrangements for the Customer to consult and be advised by a practitioner qualified in Occupational Health, to discuss methods of referral, helpful information etc. Answer phone services will not be acceptable. The Service Provider should respond at least verbally or by e-mail to these requests on the day they are received.
- 2.101 The Service Provider will also be required to provide specific advice in response to emergent national health issues e.g. pandemic flu, norovirus.
- 2.102 The Service Provider is expected to provide advice and input into the development of guidance material for managers.
- 2.103 The Service Provider shall provide a minimum of three half-day workshops per annum to HR employees of the Customer. The workshops should cover referral skills together with appropriate support materials e.g. FAQ's on referral, process charts and aide memoirs.
- 2.104 This training should be provided at no extra cost to the Customer* (if any costs are anticipated these should be detailed by the Service Provider).
- 2.105 In addition to the workshops the Service Provider shall provide 37 hours of OHN time per annum to the Customer* at no extra charge. The Customer will use this time for health promotion activities as they see fit.
- 2.106 Where any new systems are introduced e.g. new IT systems, online referral systems the Service Provider shall provide training and ongoing support to all HR employees on the use of these systems. This training should be provided at no extra cost to the Customer*.
- 2.107 The Service Provider shall ensure that any online system is user friendly and reliable. If at any point the system goes offline the Service Provider shall notify the Customer immediately.

* Note that reference to the Customer here means for each Customer, and therefore for each contracting authority

Support Services

- 2.108 The establishment, management and maintenance of clinical records associated with the OHS delivery.
- 2.109 The establishment, fostering and maintenance of liaison with relevant external agencies including, but not limited to, hospitals, general practitioners and the HSE.
- 2.110 The liaison with the relevant health & safety teams ensuring timely effective exchange of information regarding health and safety issues involved in any occupational illness or injury and workplace

modifications for returning to work.

Documentation and Disclosure

2.111 The Service Provider shall disclose to the Customer:

- Documented risk assessments relevant to the OHS delivery.
- Method statements relevant to the OHS delivery.
- All relevant information, as may be required by the Customer for the purposes of the Customer proving the viability, competence and probity of the Service Provider and to satisfy the Customer's requirements as defined in the Contract.
- The Service Provider shall be responsible for obtaining, at its own expense, the existing medical records held by the current provider relating to the Customer's employees referred to the Service Provider and maintaining them in accordance with the ethical standards prescribed by the FOM and other bodies referred to in Paragraph 1.15 above. These records and all new records created during the period of the Contract shall be maintained by the Service Provider in secure accommodation and shall be confidential between the relevant employees and the Service Provider in accordance with relevant statute and with the ethical standards prescribed by the FOM and other bodies referred to in Paragraph 1.15 above. The records shall remain at all times the property of the Customer. The Service Provider shall inform the Customer of their precise location and the means by which their security and continuity is ensured in retrieval, handling and storage and in the event of any catastrophic occurrence affecting the Service Provider. The Service Provider shall be responsible for the transfer of the records from itself to any other contractor appointed by the Customer in the event that the Contract is terminated by reason of the expiry of its term, or by reason of notice served under the Contract terms, or for any other lawful reason.
- The Service Provider shall be familiar, and comply, with all relevant statutory provisions relating to the delivery of the service and will inform the Customer of any new guidance, white/green papers, consultation, legislation as relevant to occupational health matters.

Complaints and Suggestions

2.112 The Service Provider shall operate a complaints procedure and complaints monitoring log whereby all complaints are recorded, reported and monitored. The Service Provider shall devise a complaints monitoring log, to be agreed by the Customer, for the purpose of recording all complaints.

2.113 The Service Provider shall record in the complaints monitoring log, the total number of complaints, including complaints relating to:

- failure to meet the requirements of the Specification;
- failure to provide a service where the services should be provided;
- discourtesy;
- the provision of inaccurate or misleading information;
- discrimination;
- quality of service.
- medical reports

2.114 The Service Provider's complaints procedure shall allow for complaints to be made in person, by telephone, by email or in writing and for the complaints to be brought to the attention of the Service Provider by the complainant and/or the authorised officers of the Customer.

2.115 The Service Provider shall investigate all complaints. All written complaints shall receive a written reply within 5 working days of their receipt.

2.116 All complaints shall be reported at the quarterly Contract Performance Review and OH User Group

meetings.

2.117 The Service Provider will look to continuously develop and improve its service.

2.118 The Service Provider shall keep a record of all suggestions, review these on a monthly basis and discuss them with the Customer at the regular liaison meetings.

Performance Standards

2.119 The performance standards, which shall be met by the Service Provider, are specified in Schedule 6 of this Specification.

2.120 Failure to comply with these performance standards or any other part of the Contract requirements may result in termination of the Contract.

Ordering, Invoicing and Payment

2.121 The Service Provider shall agree with the Customer a system for placing orders / referring cases prior to the commencement of the Contract. This may include any on-line system for placing of orders, sending of invoices etc. Alternatively, the Service Provider may suggest in its tender response a method of placing orders. Any system must be compatible with the Customer's financial system, and be continuously updated in line with the Customer's requirements.

2.122 Invoices issued to the Customer should include:

- all work related to completed referrals the item for which the Customer is being invoiced
- a means to identify the employee and the employee's department and section to which the invoice relates to
- all work related to completed referrals
- ongoing referrals, for work carried out during the previous month and contain details of the level of staff and hours worked on particular tasks where an hourly rate applies, together with appropriate purchase order numbers or budget codes

2.123 Invoices for ESPO shall be submitted separately and directly to ESPO. The Service Provider must provide a breakdown for each invoice and have separate invoices for each department and also for any adhoc requests.

2.124 The Service Provider shall provide a pre-invoice summary in advance of the invoice to enable pre checks to be undertaken and any queries to be resolved.

2.125 Accounting periods shall begin on the first, and end on the last close-up day of each calendar month, and the account shall be dispatched to the Customer to arrive by the last day of the following month. The first and last accounting periods during the Contract Period may need to be for shorter periods, depending on the Commencement and Expiry Dates applying under the Contract.

2.126 Payment to the Service Provider shall be monthly in arrears for work carried out the previous month. Within 30 days of receipt of a valid invoice the Customer will authorise and pay the amount properly due on that invoice in accordance with the Contract.

SCHEDULE 1 OF SPECIFICATION

Protocol for pre-employment assessments: Recruitment and appointment as fit for employment

1. The Service Provider shall undertake screening of pre-employment questionnaires. The Service Provider shall give qualified medical opinion in relation to a candidate's fitness for a specified job role. Appropriate levels of scrutiny in pre-employment questionnaires in relation to any disclosure of both physical and mental ill health
2. Where necessary, the Service Provider shall undertake further assessments, interviews, examinations, tests and medical counselling. This should be done in a timely manner.
3. The Service Provider shall give comprehensive advice on reasonable adjustments, where these are required, to enable the Customer to offer employment to successful applicants who may be covered by the Equality Act. Medical opinion will be provided either orally and/or in writing, including electronic methods such as email.
4. The Customer's representative (HR or employee service centre for example) shall be informed on a daily basis by email or via electronic system alerts of the status of each candidate and a written decision on the candidate's medical fitness within two working days. Appropriate information about the candidate to be communicated to the recruiting manager to enable the manager to make reasonable adjustments prior to appointment.
5. Where questions arise at that stage, the Service Provider may seek a one-to-one confidential discussion with the candidate and/or seek further information or a consultation with the candidate's General Practitioner or other relevant person subject to the candidate's informed consent. In these circumstances the Service Provider shall offer an interim assessment of the candidate's suitability and provide a final assessment within 21 working days.
6. The Service Provider will give comprehensive advice on reasonable adjustments that would enable the Customer to offer employment to successful candidates who meet the Equality Act.
7. The intention is that the Customer will work with the Service Provider to refine the detail of the process agreed during the lead-in period to the contract.
8. The Customer is clear that it wishes to undertake pre-employment assessments and referrals electronically and by using an on-line facility.

SCHEDULE 2 OF SPECIFICATION

Protocol for in-service referrals: Fitness for continued employment.

1. All areas of the Customer make in-service referrals for employees through their HR functions to the Service Provider.
2. The Customer's HR contacts will provide the Service Provider with the individual's job description, person specification, task analysis form (completed by the relevant manager) and written reasons for the referral. The referral details shall include relevant information held by the Customer about the individual (e.g. sickness absence record, recorded reasons for absence). It shall itemise in precise terms the specific questions that need to be considered and answered by the relevant OHS practitioner, which usually, but not necessarily, shall be the medical adviser or accredited specialist.
3. There should be ability for the Customer to contact the provider prior to referral to discuss any specific issues and obtain general advice.
4. The OHS practitioner shall be bound by the requirements of the Specification in responding to the referral. The OHS practitioner shall ensure that they have familiarised themselves with the documents and referral information prior to the appointment and shall not disclose confidential information to the employee unless the Customer has given permission to do so.
5. The Service Provider shall agree to meet timescales for arranging appointments in line with the timescales detailed in the specification.
6. The Service Provider shall respond to the written referral in the terms in which it was drafted. Where the Service Provider is unable to answer a specific question asked it should provide reasons for this.
7. Notwithstanding the above, the Service Provider shall include any additional information subsequently provided by the Customer's HR contact in relation to the OHS advice provided.
8. Where the resolution of the referral is not within the collective competence of the Service Provider to deliver and the OHS practitioner considers that an external agency needs to be engaged, the OHS practitioner shall advise the Customer's HR contact accordingly and will include reasons for the recommendation, and approximate cost. The onward referral to an external agency shall be made only after such consultation and with the consent and agreement of the Customer's HR contact and with the informed consent of the individual who is the subject of the referral.
9. The Service Provider shall retain the referral and a copy of their reply to it within their records.
10. The Customer's HR function shall retain a copy of the referral and the Service Provider's reply to it on the Personal Record File of the individual who is the subject of the referral.
11. The Service Provider shall disclose to the approved independent medical practitioner, appointed under the provisions of the Local Government Pension Scheme, such information as may be required in any particular case where ill health pension award is under consideration.

SCHEDULE 3 OF SPECIFICATION

Biological Hazards

Introduction

1. Certain categories of work may result in particular employee groups being exposed to biological, chemical and physical hazards.
2. The Service Provider's attention is directed to the following non-exhaustive lists of employee groups and biological, chemical and physical hazards.

Customer Employee Groups

3. These include, but are not limited to:
 - Office based clerical staff
 - Road Workers
 - Occupational Drivers
 - Staff working in Adult Social Care, including residential care homes, domiciliary care and community support services.
 - Caretakers
 - Countryside Rangers
 - Archaeologists
 - Archivists
 - Property Surveyors
 - Clerks of works
 - First-aiders
 - Catering Employees
 - Cleaners
 - Forestry workers
 - Trading Standards
 - Maintenance Operatives
 - Refuse Collectors
 - Parks Operatives
 - Pest Control Operatives

Biological hazards

4. These include, but are not limited to:
 - Tetanus
 - Hepatitis virus
 - Human Immunodeficiency Virus
 - Leptospira
 - Plant toxins
 - Vertebrate venoms
 - Invertebrate venoms
 - Scabies
 - Pests or diseases associated with plant or animal husbandry
 - Food-borne viruses and micro-organisms
 - Dermatitis
5. Any other micro-organisms transmitted by vertebrate (including humans) or invertebrate vectors, which may present a risk of harm to human health in the provision and delivery of the Customer's services.

Chemical Hazards

6. These may include, but are not limited to:
- Irritants
 - Allergens including Respiratory Sensitizers
 - Carcinogens
 - Pesticides
 - Heavy Metals
 - Oils, Solvents (for garage staff)

Physical Hazards

7. These may include, but are not limited to:
- Noise (annual hearing tests)
 - Vibration
 - Manual Handling Operations
 - Asbestos
 - Silica dust and MDF dusts

Alterations to this Schedule

8. The Customer reserves the right to amend this Schedule.

SCHEDULE 4 OF SPECIFICATION

Employee Lifestyle and Health Checks

1. The Employee Lifestyle and Health Check is a confidential check by an Occupational Health Nurse which takes place at the employee's workplace or a location close to their workplace. It is 30-40 minutes duration with a full report ideally produced there and then or not more than 5 working days after the health check takes place. It comprises:
 - Blood pressure and pulse
 - Weight, body mass index and body fat percentage
 - Urinalysis – testing for diabetes and blood
 - Peak flow reading (lung test)
 - Cholesterol test
 - Lifestyle check – smoking, alcohol, exercise, diet, pressure, management/stress
 - Family history
 - Risk factors for heart disease
 - Any other advice and guidance on health, wellbeing and lifestyle issues
 - If GP referral forms part of the output then the Service Provider should undertake to carry out a follow up telephone call with that employee under the terms of confidentiality agreement.

SCHEDULE 5 OF SPECIFICATION

Health Promotion Activities

Introduction

1. Preventative care and maintenance is an important part of the occupational health service provision and helpful to the Customer's objective to reduce sickness absence rates amongst the workforce. Raising awareness of and informing employees about the health issues connected with work and lifestyle are an important contribution that the Service Provider can make when working proactively with the Healthy Workforce Co-ordinator and Health and Safety team.
2. The Service Provider will be required to recommend and provide appropriate programmes or other actions to achieve this objective and this Schedule identifies specific topic areas that could be addressed. The Service Provider will also utilise data from the regular management reports to identify emerging trends.
3. The Service Provider shall agree with the Customer the most appropriate way to deliver health promotion information dependent on the target audience and the topic.
4. The list below is non-exhaustive:

Health Promotion Topic Areas

- Cessation of smoking
- Alcohol misuse
- HIV and AIDS awareness
- Substance misuse
- Stress management and control
- Well-person workshops
- Pregnancy and the working environment
- Prevention/support with muscular/skeletal issues

SCHEDULE 6 OF SPECIFICATION

Performance Standards

1. This schedule defines a non-exhaustive set of performance criteria with which the Service Provider will be expected to comply in order to satisfy the Contract.
2. The liaison meetings referred to in Section 2 shall include a review of the Service Provider's performance in the delivery of the Service having regard, without limitation, to the following criteria and matters:
 - Timely response in-service delivery (see table below for example timescales).
 - Quality and usefulness of advice given (see table below for example quality criteria).
 - Ability to respond to the Customer's needs, in particular the need to reduce sickness absence rates amongst the workforce.
 - Proactive approach to seeking information on behalf of the Customer.
 - Accuracy and clarity of records and accounts.
 - Number, type and resolution of complaints.
 - Ability to secure service development and refinement on a basis of continuous improvement.
 - Production of monthly reports for liaison meetings.
 - Advice and reports should be within the scope of the Customer's attendance management policy. All medical staff dealing with the Customers employees must be trained by the Customers relevant HR team.
 - Any amendments or clarifications needed to medical reports should be discussed in the first instance with the appropriate HR team and not the employee or reporting manager.
 - All enquiries in relation to clarification of issues within a report made by the provider must be undertaken via the relevant HR team.
 - Doctors and nurse reports to be delivered on the same template.
 - All medical staff must have a detailed knowledge and understanding of mental health conditions and how the conditions effect the employee in the workplace.
 - Customer reserves the right to a single appointment to ask 10 related questions within each referral.
 - Other and additional performance standards as required by each Customer (to be mutually agreed with the Provider).

| | |
|--|--|
| Timely response in-service delivery | |
| Pre-employment check for safety critical or statutory posts | Response received within 2 working days of the referral date. |
| In-service Referral | <p>Employees should be given 5 working days' notice of referral appointments.</p> <p>Advice should be received within 2 working days of appointment and followed up with a reminder to the employee (text message or phone call) 24 hours in advance. This is when the employee has requested to see the report first.</p> <p>Appointments should take place within 8 working days of the receipt of referral.</p> <p>Terminally ill staff to be seen within 3 working days of diagnosis in relation to ill health retirement.</p> <p>Ill health retirement staff (non-terminal) should be within 8 working days of the receipt of referral.</p> <p>If the provider cancels any appointment with less than 48 hours' notice, the total cost of that appointment will be paid to the Customer so that the cancelled appointment does not become an additional cost to the client. To clarify, the provider does not charge for any appointments they cancel.</p> <p>If the provider is unable to provide the most economical and appropriate service for whatever reason and therefore implements a more expensive level of service to fulfil the appointment, then the Customer is not charged extra for this; e.g. if no nurse is available to deliver the appointment and it is therefore referred to a doctor to carry out, then the Customer in this circumstance is only charged for a nurse appointment.</p> |
| Obtaining GP and Specialists reports | <p>A GP or consultant report is requested within 2 working days of the obtaining consent from the employee.</p> <p>Every effort to minimise delays in obtaining GP's reports e.g. initial chase after 5 working days and a further two chases after 5 working days. If no response the Service Provider should go back to the HR team to agree how to progress.</p> |

| | |
|---|--|
| Case Conferences | Case conference is scheduled within 3 working days of request and held within 10 working days of the request. |
| The Customer is informed of the reason for any delays and is given an indication of when a response will be received. | |
| Response times to queries | Queries are responded to within 2 working days |
| Quality of advice given | <p>Reports focus on factual information and answer any specific questions asked (or give reasons why specific questions cannot be answered).</p> <p>Reports give clear information in relation to timescales using definite terms – e.g. days, months, years or indefinite.</p> <p>Reports do not use colloquial terms that are open to different interpretations – e.g. unlucky, eventually, light duties.</p> <p>Reports give clear independent but actionable advice to managers. For example an in service referral will need to include some indication of when a staff member will be considered fit to return to work or what tasks should be undertaken to progress the case.</p> <p>The report must enable the employer to move the case through the relevant HR policy.</p> <p>Reports should be appropriate for submission to an employment tribunal if required.</p> <p>Reports do not contain any spelling or grammar errors.</p> <p>Reports must be sufficiently detailed to enable the manager to implement the recommendations without the need to refer back to the provider. Reports must have a fair balance between the employee’s condition and recommendations for the employer.</p> |
| Feedback from the employee referred | Simple questionnaires can be used to obtain feedback from employee regarding the quality of the service provided. |

3. Prior to the liaison meeting the Customer shall have assessed the Service Provider’s performance with regard to the above using a score of 1 (Very Poor) to 10 (Excellent).
4. These scores shall be recorded using the Customer’s Performance Monitoring Report (See example – following page).
5. Without limiting the generality of the definition of “Unsatisfactory”, a score of 4 or less for any item shall be deemed unsatisfactory performance.
6. A more detailed Service Level Agreement (SLA) may be agreed as part of the terms and conditions of contract.

SCHEDULE 7 OF SPECIFICATION

EXAMPLE ONLY
CONFIDENTIAL

SERVICE PROVIDER PERFORMANCE MONITORING FORM

Contract Details: Occupational Health Service

Date of performance assessment/review meeting

Please circle the appropriate scoring value rated 1 (Very poor) to 10 (Excellent)

COMPLIANCE WITH THE SPECIFICATION:

Timely response in service delivery - Do response times comply with the agreed SLA ? 1 3 4 5 6 7 8 9 10

Quality of advice given - is advice clear and actionable ? Can the case be progressed ? 1 3 4 5 6 7 8 9 10

Ability to respond to the Customer's needs - Are objectives being demonstrably met (i.e. is sickness absence reducing ?) 1 3 4 5 6 7 8 9 10

Accuracy of records and accounts 1 3 4 5 6 7 8 9 10

Number, type and timely resolution of complaints 1 3 4 5 6 7 8 9 10

Ability to secure service development and refinement on a basis of continuous improvement 1 3 4 5 6 7 8 9 10

Production of monthly reports for liaison meetings 1 3 4 5 6 7 8 9 10

EMPLOYEEER SATISFACTION SURVEY (THE EMPLOYER WILL ENGAGE WITH THE EMPLOYEE TO DISCUSS AND FEEDBACK ON THE EMPLOYEE EXPERIENCE)

Speed of obtaining an appointment 1 3 4 5 6 7 8 9 10

Convenience of the location, date and time 1 3 4 5 6 7 8 9 10

Speed of receiving the report following the appointment 1 3 4 5 6 7 8 9 10

Quality of the report and usefulness of the report 1 3 4 5 6 7 8 9 10

Quality of the appointment 1 3 4 5 6 7 8 9 10

Quality of the providers staff 1 3 4 5 6 7 8 9 10

How did you feel during the appointment? *Free text*

How did you feel after the appointment? *Free text*

Are there other comments about your experience? *Free text*

3. PROCUREMENT PROCESS

OVERVIEW

Leicestershire County Council is using this Invitation Tender to conduct a Invitation to Tender exercise for the provision of Occupational Health Services.

All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.

At Leicestershire County Council's discretion, Tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All Tenderers should nonetheless take care to fully explain their offering in their tender submission.

Presentations and/or interviews may be held as part of the evaluation process and more details are provided in the next section of this invitation to tender. As stated above however, the right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting additional information from Tenderers if appropriate. Please see Section 4 for further information on how these will form part of the evaluation process.

The contract will be awarded to the Tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in Section 4 of this document).

INDICATIVE PROCUREMENT TIMETABLE

The following indicative timetable is provided for Tenderers' benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of Leicestershire County Council.

| Activity | Indicative Date |
|--|---------------------------------------|
| Invitation to Tender document issued | 27th September 2022 |
| Closing date for clarification questions | 17th October 2022 |
| Closing date for submission of tenders | 25th October 2022 |
| Preliminary evaluation of tenders | w/c 24 th October 2022 |
| Presentations and/or interviews | 21 st November 2022 |
| Intention to award issued/Start of standstill period | 5 th December 2022 |
| End of standstill period | 15 th December 2022 |
| Formal award of Contract | 16 th December 2022 |
| Contract start date | 1 st April 2023 |

Price 40%

- 4.2 The tender will be evaluated in accordance with the maximum price score achievable being 40%
- 4.3 All prices should be inclusive of all required costs and be included in the detailed breakdown within the price schedule excluding VAT. Additional costs will not be permitted after contract award.
- 4.4 To clarify Tenderers are required to complete the pricing schedule (Part B) in full demonstrating a price breakdown for all component items included within the pricing schedule. This will result in an overall total contract price for the 5 years of the contract (2 years fixed and 3 year extension option, reviewed annually (1+1+1))
- 4.5 Price scores will be calculated based on the lowest total cost submitted by Tenderers. The Tenderer with the lowest total cost will be awarded the full amount of points available; with the remaining Tenderers gaining pro-rated scores in relation to how much higher their total cost is when compared to the lowest total cost.
- 4.6 Whilst the contract value is estimated at £55,000 per annum, Tenderers are encouraged to offer competitive pricing in order for the Council to secure value for money for the services required.
- 4.7 The below example illustrates how this methodology will work in principle

Table A – Price evaluation model

Example below shows maximum points available = 40 (40%)

| TENDERER | TOTAL COST | FORMULA: Lowest price / Tenderers price *price score | Final Score |
|-----------------|-------------------|---|--------------------|
| 1 | £100 | $100 / 100 * 40$ | 40.00 |
| 2 | £125 | $100 / 125 * 40$ | 32.00 |
| 3 | £150 | $100 / 150 * 40$ | 26.67 |
| 4 | £175 | $100 / 175 * 40$ | 22.85 |
| 5 | £200 | $100 / 200 * 40$ | 20.00 |

- 4.8 Any tender that is found too low to be credible will be excluded from further consideration. In this instance, Leicestershire County Council will initially clarify with the Tenderer whether the pricing is correct and has been interpreted correctly. As part of the clarification, evidence will be required to demonstrate that the charges are accurate, achievable and sustainable. If following the clarification, any charge is found to be abnormally low, that tender will be rejected in accordance with the Public Contract Regulations 2006 regardless of how many points it scores in all other aspects.
- 4.9 Any tender which is found to be too high to be acceptable will be excluded from further consideration.

In this instance, Leicestershire County Council will initially clarify with the Tenderer concerned whether the pricing is correct and has been interpreted correctly. If following the clarification, any charge is found to be too high to be acceptable, that tender will be rejected in accordance with the Public Contract Regulations 2015 regardless of how many points it scores in all other aspects.

Non-Price 60%

- 4.10 Non-price accounts for 60% of the total tender score. Tenderers will be asked to provide a response to the following sections within the Tender Submission Document.
- 4.11 Please note that the 'Compliance with Specification' section will be used to assess the veracity of the responses to Method Statements. If information submitted here casts doubt on the response to a particular method statement this information may also be taken into account during evaluation.
- 4.12 The method statement section will be assessed by reference to a number of method statements prepared by the Tenderer, in response to questions posed. There are ten Method Statement (MS) questions, with each of these having an individual weighting as shown alongside each question (more information is provided below).
- 4.13 When completing the questions Tenderers must make sure that they answer the question first and foremost. Anything that is not directly relevant to the particular question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.
- 4.14 Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.
- 4.15 When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your tender submission. However information may be used from the 'Compliance with Specification' section of your response (see 4.14 above).

Scoring Scale

- 4.16 Method statement responses will be assessed on a scale of 0 to 4 points, as detailed in the table below:

| In the evaluating officers' reasoned opinion, the response is | |
|---|---|
| 0 | Unacceptable Response. No response, response not relevant or question not answered. |
| 1 | Poor. The response is partially compliant, but with serious deficiencies in meeting service requirements (any supporting evidence is minimal). |
| 2 | Fair. The response is compliant (some evidence may be provided which supports compliant elements) with shortfalls in meeting service requirements. Any concerns are of a minor nature. |
| 3 | Good. The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met. |
| 4 | Excellent. The response is compliant and offers relevant detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements. |

For method statement 13 only, the following scoring scale below will apply as this method statement relates to added value:

| SOCIAL VALUE SCORING METHODOLOGY | |
|----------------------------------|---|
| 0 | No response <u>or</u> the response indicates activity that is potentially illegal or harmful <u>or</u> the response does not support the stipulated Social Value outcome. |
| 1 | The response provides no quantitative detail. |
| 2 | The response provides unclear quantitative detail. |
| 3 | The response provides clearly identifiable, quantitative detail. |
| 4 | The response provides clearly identifiable, quantitative detail , but there is lack of clarity on how this will be offered to the intended beneficiary/beneficiaries and/or how the offer will be managed and reported by the contractor. |
| 5 | The response provides clearly identifiable, quantitative detail , and a clear plan for how the offer will be advertised and taken up by the intended beneficiary/beneficiaries, and how the offer will be managed and reported over the term of the contract. |

4.18 Please note that scoring '0' for any one or more method statements will give grounds for excluding the tender from further consideration. For any tenders so excluded, that Tenderer's price shall be excluded from the 'price' evaluation.

Weightings

4.19 Tenderers' scores for each method statement will be multiplied by the relevant weighting to result in a 'weighted score' for that method statement. The weighted scores will then be totalled, with the total expressed as an overall score of 60%. This is detailed in the table below.

| Method Statement | Weighting | Maximum Evaluator Score | Maximum Score available |
|---|-----------|-------------------------|-------------------------|
| MS 1 - Implementation | 10 | 4 | 40 |
| MS 2 - Balancing Needs from an Employer Perspective | 15 | 4 | 60 |
| MS 3 - Report Quality | 15 | 4 | 60 |
| MS 4 - Back to Work Strategies and Reasonable Adjustments | 8 | 4 | 32 |
| MS 5 - Referral Process | 7 | 4 | 28 |
| MS 6 - Complaints Process | 7 | 4 | 28 |
| MS 7 - Health Assessments | 7 | 4 | 28 |
| MS 8 - Case Management | 4 | 4 | 16 |
| MS 9 - Performance Standards | 4 | 4 | 16 |
| MS 10 - Confirmation of Medical Conditions | 5 | 4 | 20 |
| MS 11 - Location and Accommodation | 5 | 4 | 20 |
| MS 12 - Reducing Sickness Absence | 5 | 4 | 20 |
| MS 13 - Social Value | 2 | 5 | 10 |
| Total Weighted Score: | | | 378 |
| Total Method Statement Score out of 60 | | | |
| Tender Score / Maximum Method Statement Score x 60 = Final score used for evaluation | | 60 | |

Moderation of Scores

4.20 The evaluation panel will be made up of officers of the participating authorities. Appropriate representatives from each participating authority will separately evaluate all of the method statements submitted and will subsequently meet to discuss their scores, seeking to agree a final score for each method statement separately.

Interviews and/or Presentations

4.21 Interview arrangements and format will be provided to Tenderers should the interviews take place.

Following the evaluation of the written tenders, the three highest scoring (price and non-price combined) tenderers will be invited to attend an interview with the evaluation panel (which is likely to include making a short presentation). The purpose of this stage is to moderate the scores awarded to the written tender, and to clarify any outstanding issues. No additional points have been reserved for this stage. Details of the interview arrangements and format will be provided to tenderers at the appropriate time.

References

4.22 In the event of the result of the tender process proving inconclusive Leicestershire County Council reserves the right to request up to three references from each shortlisted Tenderer.

Award of Contract

4.23 Upon conclusion of the evaluation the Tenderer with the highest number of points (out of 100% available) will be awarded the contract.

4.24 The Tenderer to be offered the contract will be advised accordingly via the [East Midlands Tender Portal](#). Such award, offered pursuant to this invitation to tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

4.25 Tenderers whom it is proposed will not be offered the contract will be advised of this via the [East Midlands Tender Portal](#) and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

4.26 The award of the contract will be subject to a standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, Leicestershire County Council may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.

4.27 If there are no representations, you will be notified via the [East Midlands Tender Portal](#).

4.28 All Tenderers are advised that they should not take any action for example commencing the delivery of or implementation of services or commencement of works, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from the Leicestershire County Council before undertaking any marketing activity.

4.29 The participating contracting authorities do not bind themselves to accept the lowest or any tender, and unless a Tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

4.30 Upon conclusion of all the above stages, a formal contract will be entered into between the participating authority and the successful Tenderer. Please see Section 7 for further details on the terms and conditions.

5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

COMPLETING THE INVITATION TO TENDER

To enable evaluating officers to assess fully the Tenderer's suitability all of the information requested in this invitation to tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

- Please answer every question.
- Questions must be answered in English.
- When posed with Yes / No questions, please either circle your answer or delete as applicable.
- All other questions will require you to input text or numbers, or to tick boxes.
- Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
- If the question does not apply to you please write N/A; if you don't know the answer please write N/K.

Only the information contained within this invitation to tender or otherwise communicated in writing by Leicestershire County Council to the Tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into a formal contract should their tender be successful. (All responses and submissions provided by the Tenderer will form part of that contract). Leicestershire County Council may seek further clarification from the Tenderer following submission of completed forms where required.

FORMAT OF TENDER SUBMISSION

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

1. Organisation Details and General Information
2. Response to Specification
3. Pricing Schedule
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Qualification of Offer
7. Submission Checklist

The declaration must be signed by a director, partner or other senior authorised representative in her / his


own name and on behalf of the organisation. The details contained in each Tenderer's response may be specified in any contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.

SUBMITTING YOUR TENDER

Submission of Tenders

A. You have received ONE COPY of this Invitation to Tender. Please read the document (Part A), and then complete Part B.

B. In order to submit a Tender for this procurement, the Tenderer is required to upload Part B electronically through the Customer's E-Tendering Portal prior to the Tender closing date and time. The E-Tendering Portal can be found at [ProContract](#).

C. The East Midlands Tenders system is a very secure site and is simple to use. However, if this is the first time you will be using the system for submitting documents you should read the comprehensive [ProContract Reference Guides](#) which will provide the guidance required or by clicking the "Help  icon that is located on the home page on the top right of the [ProContract](#) website.

D. If after reading the [ProContract Reference Guides](#) you are still unable to resolve your issue and require further support please contact the Due North Technical Support Team:

Email: support@due-north.com

Telephone: 01670 597 136

Telephone: lines open from 08:30am to 17:00pm Monday to Friday (excluding English public holidays).

Acceptance of Tender

E. The Local Authority does not bind itself to accept the lowest or any offer and reserves the right to accept Tenders in whole or in part.

F. Completed tender submissions must be uploaded by **25th October 2022 at 12 Noon**. Any amendments to the submission deadline will be communicated through the E-Tendering Portal. Tenders submitted after the designated time and date will be rejected. Tenders and/or any documentation supporting a tender submission must NOT be submitted by fax or email.

6. CONDITIONS OF TENDER

In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions Leicestershire County Council shall be entitled to terminate any arrangement made (e.g. Contract as a result of such tender and to claim damages accordingly.

WARNINGS AND DISCLAIMERS

- Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their tender.
- Information supplied by Leicestershire County Council (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. Leicestershire County Council cannot accept responsibility for any inaccurate information obtained by Tenderers.

TENDERER CONDUCT AND CONFLICTS OF INTEREST

- Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.
- The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
- Tenderers must not, in connection with the proposed Contract:
 - offer any inducement, fee or reward to any member or officer of Leicestershire County Council
 - do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
 - canvass any of the persons referred to above in connection with the contract; or contact any member or officer of the Customer or Customers or any person acting as an advisor to the Customer or Customers (except as authorised by this invitation to tender for the purpose of asking genuine questions about the process or the contract) about any aspect of the proposed contract or for soliciting information in connection therewith.
 - Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Customer or Customers and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of The Customer.

TENDERER'S RESPONSIBILITY TO SUBMIT A COMPLETE TENDER

It is the Tenderer's responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Customer is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Customer may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes

place, provided that in the judgement of the Customer this does not adversely affect the integrity and fairness of the tender exercise.

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

BID COSTS

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

The Customer's RIGHTS

The Customer reserves the right to:

- seek additional information or clarification from Tenderers at any time during the tender process.
- disqualify any Tenderer that does not submit a compliant tender, in accordance with the instructions given in this Invitation to Tender.
- disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
- withdraw this Invitation to Tender at any time, and to re-invite tenders on the same or any alternative basis.
- choose to part award or not to award any Contract as a result of the procurement process.
- make whatever changes it sees fit to the timetable, structure or content of the procurement process
- retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

Confidentiality and Freedom of Information Act

- 6.1 This invitation to tender is made available on condition that its contents (including the fact that the Tenderer has received this invitation to tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.
- 6.2 As a public body, the Customers are subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- 6.3 The Customer shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
- 6.4 While the Customer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Customers in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).
- 6.5 Tenderers should be aware that, in compliance with its transparency obligations, The Customer may publish details of its contract(s), including the contract values and the identities of its service provider s on its website.

6.6 More information is available on www.ico.org.uk

Publicity

No publicity regarding the contract or the award of any contract will be permitted unless and until the Customer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Customer.

7. TERMS AND CONDITIONS OF CONTRACT

Contract

The following documents shall form part of the Contract between Leicestershire County Council and the successful Tenderer which shall be legally binding on both parties:

1. The Terms of Agreement (Appendix A)
2. Specification
3. Schedules
4. Pricing model (as completed by the successful Tenderer(s))
5. Response to requirements/method statement questions (as completed by the successful Tenderer(s))
6. A list of commercially sensitive information (as completed by the successful Tenderer(s))
7. This ITT document, including all schedules and appendices

Agreement to Terms and Conditions

By submitting a bid, Tenderers are agreeing to be bound by the terms of this Invitation to Tender and the Contract without further negotiation or amendment and must sign the Tendering Declaration accordingly.

If the terms of the Contract render the proposals of the Tenderer's bid unworkable, the Tenderer should submit a clarification using the 'Messaging Tool' facility on the www.eastmidstenders.org procurement portal. The Customer will consider the clarification and whether the amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers.

Whilst the Customer is prepared to give consideration to any changes of a minor nature, it is not prepared to accept material changes to the terms and conditions. For the avoidance of doubt therefore, if Tenderers submit a tender which is subject to a qualification which the Customer deem 'material' and unacceptable, the Tenderer will be invited to withdraw the qualification and the tender submission will be evaluated without it. Should the Tenderer not wish to withdraw the qualification, the Tenderer will be disqualified and deemed to be non-compliant. The tender shall not be considered further.

Please note, Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) does not apply to this contract.