



Ards and North Down Borough Council

TENDER FOR THE PROVISION OF OCCUPATIONAL HEALTH AND
EMPLOYEE ASSISTANCE HEALTH CARE SERVICES TO COUNCIL
EMPLOYEES

Ards and North Down Borough Council
Town Hall,
The Castle
BANGOR
Co Down, BT20 4BT

SECTION 1

INSTRUCTIONS AND INFORMATION FOR TENDERERS

1. INVITATION TO TENDER

Tenders are sought by Ards and North Down Borough Council for the Provision of Occupational Health and Employee Assistance Health Care Services to employees.

As the value of the contract is above the relevant threshold, under the Public Contracts Regulations 2015, the opportunity is published in the Find a Tender Service (FTS).

The Tenderer shall be deemed to have satisfied themselves before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

2. SUBMISSION OF TENDER VIA ETENDERSNI

Tenders should be returned no later than 12 noon on 3 February 2022.

Tenders received after this time will **NOT** be considered.

The tender submission must be completed as directed and returned via eTendersNI, as per the instructions below.

eTendersNI is the Contracting Authority's electronic tendering system. Should you have any queries or if you are having any problems registering on the portal, please contact eTendersNI's dedicated supplier helpdesk by calling 0800 240 4545 or emailing: ni-eproc-helpdesk@eurodyn.com

eTendersNI Help for Economic Operators

Tenders must be submitted on eTendersNI by selecting the 'Tenders' option in the relevant Call for Tender (CfT).

Once selected, associate the users in your organisation with the CfT. You will then see the button 'Create your tender online'.

Detailed instructions on how to submit a tender are provided in the 'Supplier Walkthrough Help Guides' and also the **Simple Tender Preparation** document in the Help Section, links to which are located at the bottom of the screen in eTendersNI.

Please note: The Simple Tender Preparation Document can be found in CfT Documents.

Economic Operators are responsible for ensuring that they have the technical capacity and allow sufficient time for the preparation and submission of tenders to the eTendersNI site before the stated deadline.

The total size of your submission must be less than 100Mb.

Additional detailed guidance on the system functionality can also be accessed via the Help button available on each screen within eTendersNI. The Helpdesk can be contacted on 0800 240 4545 or via email to ni-eproc-helpdesk@eurodyn.com

The tender submission must be completed as directed and returned via eTendersNI. Faxed or emailed submissions will not be accepted.

The tender submission can be uploaded at any time before the submission deadline specified within this document. Submissions can be deleted and replaced at any time before the submission deadline.

The tender submission must be submitted on the eTendersNI system no later than the tender submission deadline specified above. The option to submit your response will be removed on the system at the moment the submission deadline is passed.

IMPORTANT NOTE: You will need the following software in order to be in position to submit a tender:

- Use one of the following web browsers: Microsoft Edge (latest version), Mozilla Firefox (latest version), Google Chrome (latest version), Safari (latest version).
- Have a valid e-mail address
- JavaScript enabled, Session Cookies enabled, Internet access through HTTP/HTTPS

All submissions must be in English and prices in Sterling, exclusive of VAT.

Responses may be uploaded at any time before the closing time and date and if you experience difficulties with the system, please contact the eTendersNI Helpdesk. Tender submissions can be retracted and resubmitted any time before the final submission time.

Please do NOT wait until near the closing time on the day that your response is to be submitted.

Please be advised that INCOMPLETE SUBMISSIONS MAY BE REJECTED.

The Contracting Authority cannot accept responsibility for transmission delays. It is the responsibility of the Economic Operator to ensure that its tender response has been submitted in the prescribed manner and in accordance with the specified deadline.

All submissions must be in English and prices in Sterling, exclusive of VAT.

3. CONTRACT PERIOD

The anticipated contract start date is 1 April 2022 and the contract will initially be awarded for a period of three years to 31 March 2025 and subject to performance as agreed on contract award, there will be an option to extend for a further 2 x 12-month periods, to be reviewed annually and subject to written agreement by both parties.

4. CLARIFICATION

Before submitting a tender, clarification should be sought on any points of doubt. The deadline for receipt of points for clarification is three working days (12 noon on 31 January 2022) before the tender return date and time. During the tender period requests for clarification cannot be made by telephone or in person, requests for clarification must be made via the e-tenders NI site.

Responses to requests for clarification will be circulated to all Economic Operators, without identifying the source of any requests.

Where an Economic Operator believes that a clarification is confidential in nature, the request for clarification should clearly identify that the Economic Operator wishes the response to be kept confidential and not circulated to all Economic Operators.

In all circumstances, the Contracting Authority/Managing Agent reserves the right to issue clarification responses to all Economic Operators at any stage when it believes, at its sole discretion, the clarification should be issued to all Economic Operators.

The tenderer will be expected to have satisfied itself that the tender price submitted will cover all expenses and obligations under the Contract, the Specification and the Conditions are acceptable, before the tender is submitted. No claims can subsequently be made for omissions.

5. WRITTEN ACCEPTANCE

Acceptance by the Council will only be made by written instruction to the successful Contractor.

6. EXPENSES AND LOSSES

The Council shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals. It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tenders

7. LOWEST TENDER

The Council is not bound to accept the lowest or any tender or part thereof.

8. CONFIDENTIALITY

Tenderers should treat the tender documents as private and confidential between the tenderer and the Council. Tenderers should note that the Council shall use the tender documents for the purposes of evaluation and that the tender documents held will be destroyed in line with Council disposal schedules.

9. RIGHT TO ISSUE FURTHER INSTRUCTIONS

During the tendering period, the Council reserves the right to make changes to the Contract Documentation and the tenderer, will without reservation, accept such changes. Should it be necessary for the Council to amend the tender documentation in any way, prior to receipt of tenders, all tenderers who have downloaded documents will be notified simultaneously via the eTenders NI portal.

10. SUSTAINABLE DEVELOPMENT, ENVIRONMENTAL MANAGEMENT AND BIODIVERSITY

The Council is committed to the principles of Sustainable Development, Environmental Management and protection of biodiversity. All tenderers should be aware of the Council's Sustainability and Environmental Policy and agree to abide within its principles. Tenders must follow and adhere to any Environmental Management procedures concerning the provision of goods and services to the Council. The Council is committed to furthering the conservation of biodiversity and requires tenders to be mindful of this and where appropriate ensure that goods and services do not adversely affect local or global biodiversity.

11. ASSUMPTIONS

Tenderers must not make assumptions the Council have prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

12. COMPLIANCE

Tenders must be submitted in accordance with these Instructions to Tenderers. Failure to comply may result in a Tender being rejected by the Council.

13. PERIOD TENDERS ARE TO BE HELD OPEN

Tenders must remain valid for acceptance for a period of three months from the closing date for submission of tenders.

14. QUALIFIED TENDERS

Qualification of tenders may result in rejection thereof.

15. EVALUATION CRITERIA

Tenders for each area will be evaluated using the following criteria and associated weightings.

Please Note:

- There are two (2) Lots within this tender
 - Lot 1 - Occupational Health Services
 - Lot 2 - Employee Assistance Programme
- Each Lot will be evaluated separately therefore a separate service provider will be appointed for each Lot.
- Tenderers may apply for either lot or both lots.

Organisations must submit plans detailing how and where they will deliver the requirement taking account of the criteria and requirements specified. To be considered, each prospective tender must address the key areas below.

Please see Appendix A and Appendix B for Lot Specifications and Evaluation Information.

Appendix A Lot 1 Occupational Health Services

Appendix B Lot 2 Employee Assistance Programme

Tender submission

In order to submit your response via eTendersNI you are required to answer the on-line questions within each section of the response forms and upload attachments where appropriate. Upon notification of 100% completion, click 'Pack and Submit tender' in the menu at the top of the screen. These responses can be retracted and re-submitted any time before the closing date. All saved data in your draft tender is stored locally on your PC. No data is transferred to eTendersNI until you click on the "Pack and Submit tender" button, which encrypts and submits your tender.

NB: Save your draft tender before you open any other menu or leave the tender preparation tool.

Please note that the maximum available score is 5 (unweighted) for the qualitative award criteria. Any response for this award criteria which receives a score of 2 (unweighted) or less will be rejected and the Tenderer will be eliminated from the competition.

16. STANDARD QUESTIONS

During the electronic submission of your tender response there will be online questions relating to this project which are mandatory and are required to be answered. In addition to project specific questions, there are questions relating to the following;

- Form of Tender;

- Bribery, Collusion and Canvassing Declaration;
- Fair Employment and Treatment (Northern Ireland) Order 1998;
- Freedom of Information Statement;
- Data Protection;
- Conflict of Interest Statement;
- Vat Registration;
- Terms and Conditions – Services; and
- Confirmations.

The successful Economic Operator may be required to complete and sign an original copy of the Form of Tender at the award stage of this competition.

There is a requirement to fully complete all information requested during the electronic submission of your tender. Failure to do so may result in a void tender.

It is important that tenderers take note of Ards and North Down Borough Council's 'ANDBC Terms and Conditions – Services' as found in the Business section of the Council's website: www.ardsandnorthdown.gov.uk

You will need to indicate that you agree and accept these Terms and Conditions.

17. ASSIGNMENT AND SUBCONTRACTING

As per the Council terms and conditions, which must be agreed to within the qualification envelope on submission of any tender response, the Contractor shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Contract without the prior written consent of the Council.

The Contractor shall not sub-contract any portion of the Contract without the prior consent of the Council. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to it under the Contract.

The Contractor shall provide the Council with a list of all personnel engaged by its subcontractors and any subsequent amendments thereto and shall ensure that all other requirements of the Council are observed and complied with by any sub-contractor.

Where the Council has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Contractor to the Council immediately it is issued. The Council reserve the right to ask for relevant information such as Fleet Insurance for any subcontracted company for delivery to Council premises.

18. PRICE ADJUSTMENT ON EXTENSION OF THE INITIAL CONTRACT PERIOD

The Contract Price shall apply for the Initial Contract Period. If the Client agrees to extend the Initial Contract Period, the Client shall, in the 6-month period prior to

the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.

If the Parties are unable to agree a variation in the Contract Price, the Contract shall terminate at the end of the Initial Contract Period.

If a variation in the Contract Price is agreed between the Client and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

Any increase in the Contract Price shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 months before the end of the Initial Contract period.

19. PROCUREMENT TIMETABLE

The timetable for procurement is detailed in the table. Whilst every attempt will be made to adhere to the timetable, delays may occur during the tendering phase. This timetable cannot be guaranteed and is indicative only. If significant variations occur to the timescales indicated, the Council will keep tenderers updated using the eTendersNI messaging system.

Procurement Activity	LATEST DATE
Publish Advert	4 January 2022
Publish documentation on eTendersNI	4 January 2022
Closing date for return of Tenders	3 February 2022
Report to Council	23 February 2022
Standstill	7 March 2022
Award Contract	21 March 2022
Contract commence	1 April 2022

20. OTHER INFORMATION

Tenderers should note that where quantities are given in this specification, they are only estimates, and shall not be binding on the Council. Staffing requirements are subject to changes in demand and the type and expenditure profiles for previous years are given only as a guideline and are not based on any anticipated requirements during the Contract period.

Any contracts awarded as a result of this tender competition will be based on the most economically advantageous offer, which offers Best Value.

Confidentiality of Data / Data Control

The contractor:

- shall be recognised as the Data Processor i.e. processing data on behalf of the council, the Data Controllers. The Data Processor must, at all times, process data solely in accordance with ABC's instructions, the Data Protection Act (1998) and any data protection/data security policies, procedures or protocols which are in place. (The Service Provider will be furnished with all relevant documentation on commencement of the contract.
- shall treat as confidential all information obtained from the other party under or in connection with the provision of any Services arising from this contract;
- will guarantee that all data is stored in a safe and secure manner with access to only those with a legitimate reason. This applies to all data stored on computers or manual records and includes removable storage items such as memory sticks or discs;
- must report any suspected/confirmed breaches to the relevant Data Controller as soon as such an incident has been identified;
- shall not disclose any information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the provision of the Services; and shall not disclose any of that information otherwise than for the purpose of the provision of the Services; and
- shall not dispose of documentation relating to this contract or the individuals in respect of whom the Services have been provided. At the end of the period of the contract, the contractor will return promptly to the Data Controllers all data pertaining to the Services provided.

Please see Appendix A and Appendix B for Lot Specifications and Evaluation Information.

Appendix A Lot 1 Occupational Health Services

Appendix B Lot 2 Employee Assistance Programme

Document End