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Tender

## **Occupational Health Services**

MERSEYRAIL ELECTRICS 2002 LIMITED

F05: Contract notice – utilities

Notice identifier: 2023/S 000-021120

Procurement identifier (OCID): ocds-h6vhtk-03e44a

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### **Section I: Contracting entity**

#### **I.1) Name and addresses**

MERSEYRAIL ELECTRICS 2002 LIMITED

Rail House, Lord Nelson Street

LIVERPOOL

L11JF

#### **Contact**

Claire Macdougall

#### **Email**

[procurement@merseyrail.org](mailto:procurement@merseyrail.org)

#### **Country**

United Kingdom

#### **Region code**

UKD72 - Liverpool

### **Companies House**

04356933

### **Internet address(es)**

Main address

<https://www.merseyrail.org/>

Buyer's address

<https://me-2-procure.org/>

### **I.3) Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://me-2-procure.org/>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://me-2-procure.org/MerseyrailElectrics/DisplayModules/TradeModules/Negotiations/Opportunities/ViewOpportunityEvent.aspx?EventID=536&Culture=en-GB>

### **I.6) Main activity**

Railway services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

Occupational Health Services

Reference number

MEL34-2023

#### **II.1.2) Main CPV code**

- 85100000 - Health services

#### **II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

Merseyrail is seeking a proven Supplier for the Occupational Health Services Contract. The Supplier must have an excellent track record in the provision of an Occupational Health service, within the transport industry (preferably Rail) which is of a similar size to Merseyrail.

The deadline for expressions of interest is the 07th of August at 12:00 Noon and the deadline for the Selection Questionnaire submissions is the 21st of August at 12:00 Noon.

#### **II.1.6) Information about lots**

This contract is divided into lots: No

### **II.2) Description**

#### **II.2.3) Place of performance**

NUTS codes

- UKD7 - Merseyside

#### **II.2.4) Description of the procurement**

We require the successful bidder to allocate a specific team to deal with our cases. The clinical team should be led by a qualified medical Doctor who has accreditation with the

Office of Rail and Road (ORR) and a qualification in Occupational Health. Our line managers and/or HR team will require access to the ORR Registered Doctor to discuss individual cases in order to clarify advice or obtain further information. Delivery of the OH service will be from Merseyrail's Offices at Rail House in Liverpool. At present the OH facilities in Rail House are located on the 4th floor. There are other suppliers providing other services who will also have offices on the floor such as counselling, physiotherapy, and psychology. As part of the response to the tender we are asking bidders to make a fixed monthly contribution to the maintenance costs which will be listed within Appendix 6 - Occupational Health pricing schedule, this will also be discussed further at tender clarification meetings.

We expect to be able to build a positive relationship with the team so that they have an understanding of our needs as a client. The Occupational Health service provision must actively support our absence management procedure which can be found as an attachment within the Tender. This includes a positive approach to enabling staff with ongoing health conditions to continue to work or return to work, supported by a phased return and/or reasonable adjustments, where appropriate, in line with our responsibilities under the Equalities Act 2010.

The OH provider is required to include within the provision of their services, as a minimum, but is not limited to:

- A specified Account Manager;
- Case management;
- Maintenance of medical records relating to referrals;
- Access to advice from a specified ORR Registered OH Doctor;
- Telephone support for advice and information relating to the provision of the service and individual cases;
- Appointments with suitably qualified ORR Registered OH Doctor at Rail House;
- Liaison with GPs, Consultants or other medical practitioners who have been treating our staff, where this is appropriate;
- Post referral reports that provide a clear prognosis and advice;
- On-site workstation assessments (Ergonomics) for staff who have medical conditions that may be linked to their workstation environment;
- Input into our intranet providing advice on health matters and with sign-posting to other

appropriate websites;

- An electronic OH management system;
- Electronic real time management reporting information;
- Information and advice on both general health issues and specific health related events which could have a detrimental effect to our staff and service delivery, eg: norovirus etc.;
- An ability to supply / co-supply (at an optional additional cost) preventative medical interventions for larger numbers of staff in response to specific health related events, e.g. flu inoculations. The provision of any associated medicines shall be charged to Merseyrail at cost on consent from Merseyrail;
- Drug and Alcohol Testing, both for cause and random testing is required; and
- The Supplier must provide their own IT equipment in relation to this contract and WiFi connection.

#### **II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

#### **II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months

49

This contract is subject to renewal

Yes

Description of renewals

Merseyrail have the option to extend for a further 12 months or until the end of the concession (20th of July 2028).

#### **II.2.9) Information about the limits on the number of candidates to be invited**

Envisaged minimum number: 4

Objective criteria for choosing the limited number of candidates:

The Customer intends to limit the volume of Bidder's which are eligible for the ITT stage to a minimum of four (4).

#### **II.2.10) Information about variants**

Variants will be accepted: No

#### **II.2.11) Information about options**

Options: Yes

Description of options

The opportunity will be let to provide Occupational Health services for a duration of 3 years with options to extend for a further 1 x12 months or until the end of the Merseytravel Concession in 2028. However, in the event the concession with Merseytravel is extended beyond July 2028, Merseyrail reserve the right to extend the contract to a maximum duration of 6 years to support with the handover of the concession.

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## **Section III. Legal, economic, financial and technical information**

### **III.1) Conditions for participation**

#### **III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions

The successful bidder must have ORR Registered Doctors available as part of this contract. The ORR Registered OH Doctor must have the relevant ORR Registration and licence in place prior to contract commencement.

#### **III.1.2) Economic and financial standing**

Selection criteria as stated in the procurement documents

#### **III.1.3) Technical and professional ability**

Selection criteria as stated in the procurement documents

### **III.2) Conditions related to the contract**

#### **III.2.3) Information about staff responsible for the performance of the contract**

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Restricted procedure

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: No

### **IV.2) Administrative information**

#### **IV.2.2) Time limit for receipt of tenders or requests to participate**

Date

7 August 2023

Local time

12:00pm

#### **IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates**

26 September 2023

#### **IV.2.4) Languages in which tenders or requests to participate may be submitted**

English

#### **IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 12 (from the date stated for receipt of tender)

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## **Section VI. Complementary information**

### **VI.1) Information about recurrence**

This is a recurrent procurement: No

### **VI.2) Information about electronic workflows**

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

### **VI.4) Procedures for review**

#### **VI.4.1) Review body**

Merseyrail Electrics 2002 Limited

Rail House, Lord Nelson Street

Liverpool

L1 1JF

Email

[Procurement@merseyrail.org](mailto:Procurement@merseyrail.org)

Country

United Kingdom

#### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

Merseyrail Electrics 2002 Ltd will incorporate a standstill period, following award of the contract. The period shall commence on the day following award notification, and shall be in accordance with the Utilities Contract Regulations 2016, and all subsequent amendments and directives.

At present, this standstill period shall be no less than 10 calendar days. This period allows unsuccessful bidders to seek further debriefing from Merseyrail Electrics 2002 Ltd before

the Contract is entered into.

The Utilities Contract Regulations 2016 provide for aggrieved parties who have been harmed, or at risk of harm by a breach of the rules, to take action. Any such action must be brought within 30 days (or the first working day thereafter) of the date when the aggrieved party knew or ought reasonably have known about the alleged breach. Where a contract has not been entered into, the court may order the setting aside of the award decision, or order

the authority to amend any document and may award damages. If the Contract has been entered into, the Court may only award damages.