**The Mercian Trust**

**TENDER FOR**

**Health Care Cash Plan**

**1st of September 2025 to 31st of August 2028**

Reference: CA15988

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## **Section 1 Instructions to Tenderers**

## **Introduction**

* 1. The enclosed Tender provides information for consideration with respect to a 3-year contract with the Mercian Trust for the provision of a Health Care Cash Plan.
  2. Tenderers are required to answer all applicable questions and include all documentation requested. The Tender must be completed in English.
  3. All information received in connection with this Tender will be treated in the strictest confidence.
  4. Tenders must be submitted in accordance with the following instructions. Any Tender not complying fully with any of the instructions in this document may be rejected by the Trust, whose decision in the matter shall be final.

## **Tender Return & Validity**

* 1. Tenders must be returned via the e-Tendering portal <https://suppliers.multiquote.com>. NB: If you require any additional assistance, please contact the helpdesk direct on 0151 482 9230. Please ensure you allow sufficient time to upload your Tender Return Documents prior to the deadline.
  2. **Tenders must reach us via the e-Tendering portal** [**https://suppliers.multiquote.com**](https://suppliers.multiquote.com) **by noon on the 2nd of July 2025 which shall be the date fixed for submission of Tenders**. **Late responses will not be considered.**
  3. The Tender shall be submitted on the basis that the offer in it shall remain valid for a minimum of six months from the date fixed for the submission of Tenders.
  4. In submitting the Tender, the Tenderer shall undertake that, in the event of the Tender being accepted by the Trust, within fourteen days of being called upon to do so by the Trust, the Tenderer will execute a formal Contract consisting of the Contract documentation and until such date as the Contract is executed this Tender, together with the formal written acceptance of it by the Principal or Authorised Officer on behalf of the Trust, will form a binding agreement between the Trust and the Tenderer.
  5. Failure by the successful Tenderer to execute a formal Contract within the time specified above will render the Contract voidable at the option of the Trust at any time.
  6. Tenders shall only be submitted on the basis that they are bona fide competitive Tenders. It is therefore agreed that the Trust shall have the power to cancel the Contract and to recover from the Tenderer the amount of any loss arising from the cancellation if either the Tenderer:

a) shall have offered or given or agreed to give any officer or member of the Trust staff any gift or consideration of any kind as an inducement or bribe to influence its decision in the Tendering procedure. The word "Tenderer" for these purposes shall be deemed to include any and all persons employed by the Tenderer, or who are purporting to act on the Tenderer’s behalf whether the Tenderer is aware of their acts or not, or

b) shall have communicated to any other person than the Trust the amount or approximate amount of the proposed Tender other than in confidence in order to obtain Tenders necessary for the preparation of the Tender, or for insurance purposes, or

c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed Tender or that person shall refrain from quoting.

* 1. The Trust will exclude Tenderers at any time throughout the Tender process should any of the grounds for exclusion pursuant to Regulation 57 of the Public Contracts Regulations 2015 as amended be found to apply.

## **Site Visit**

* 1. A site visit is not required for this tender.

## **Acceptance of Tender**

* 1. The Trust shall not be under any obligation to accept any Tender.
  2. The Trust shall not be under any obligation to accept the lowest Tender.
  3. The Trust reserves the right to cancel the entire or parts of the Tender, without such an action conferring any right to compensation on the Tenderers.
  4. At no time should the Tenderer, prior to submitting or following the bid submission, communicate with any person within the Trust. Failure to abide by this ruling could disqualify the Tenderer’s proposal from being considered. All communication should be conducted via the ‘Messages’ tool located on the e-Tendering portal <https://suppliers.multiquote.com>.
  5. The Trust has no liability to settle any cost incurred by the Tenderer as a result of the Tendering procedure or a re-tendering procedure.
  6. The Tender must be based upon the terms, conditions and specification(s) set out in these documents; otherwise, it may be rejected as being unsuitable and non-compliant. The Form of Tender may not be modified in anyway.
  7. Tenderers will be notified of the outcome of their Tender submission at the earliest possible time.
  8. No Tender will be deemed to have been accepted unless such acceptance has been notified to the Tenderer in writing.
  9. If a Tender appears to be abnormally low in relation to the supplies, services, works or utilities to be provided, the Trust will request a clarification in writing and/or explanation concerning its elements. The Trust reserves the right to exclude a Tender, if after a verification process based on the explanations and evidence received it concludes that the Tender is abnormally low.

## **Pricing**

* 1. Prices shall be submitted in accordance with the Schedule of Prices, in accordance with the template attached in Appendix B.
  2. Unit rates and prices must be quoted in pounds’ sterling. Tenders should be submitted exclusive of Value Added Tax (VAT).
  3. If the Trust suspects that there has been an error in pricing of the Tender, the Trust reserves the right to seek clarification as it considers necessary from that Tenderer only.

## **Duration**

6.1 The Tenderer shall be prepared to commence the service on 1st of September 2025 the commencement date referred to in the conditions of Contract documentation. The duration of the Contract will be for a period of three (3) years.

## **Submission of Tenders**

* 1. In completing the Tender documentation, the Tenderer shall prepare and submit its Tender giving due consideration to the entire Tender package. The requirements for submission of Tenders are that the Tenderer shall:

1. Complete and return the FORM OF TENDER (See Appendix A);
2. Complete and return the SCHEDULE OF PRICES (See Appendix B);
3. Complete and return the TENDER RESPONSE FORM (See Appendix C);
4. Complete and return the CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING (See Appendix D);
5. Complete and return the CONFLICT-OF-INTEREST DECLARATION FORM (See Appendix E)
6. Complete and return the DATA PROTECTION SCHEDULE (See Appendix F)
7. Complete and sign the Declaration of Document Acceptance (section 5)
   1. Any further supporting information you wish to provide should be provided in separate sections or appendices.

## **Amendments to the Tender Documents**

* 1. The Trust reserves the right to make changes of a minor drafting nature to the Contract documentation.
  2. The Trust reserves the right to make changes to the award criteria stated in paragraph 16 below. Tenderers will be informed of any changes.

## **Queries Arising**

* 1. Where Tenderers have any queries about the Tender documentation which may have a bearing on the offer to be made, these should be raised via the ‘Messages’ tool located on the e-Tendering portal <https://suppliers.multiquote.com>, as soon as possible, and in any case not later than eight days prior to the deadline for submission of Tenders Where any such enquiry has been made, CPC will circulate to all Tenderers a copy of the enquiry and the written reply, although anonymity will be preserved.
  2. Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the Contract, these should be raisedvia the Messages Tool located on the e-Tendering portal <https://suppliers.multiquote.com>, as soon as possible, and in any case no later than eight days prior to the deadline for submission of Tenders. Please ensure the specific condition(s) and proposed amendment(s) are provided. These will be reviewed by the Trust on a case-by-case basis, and, *if* accepted, revised terms and conditions will be issued to all Tenderers. Failure to accept the terms and conditions of the Contract may result in the Tender being rejected by the Trust.

## **Use of Tender Documents**

* 1. Tenders must be treated as private and confidential. Tenderers must not disclose that they have been invited to quote or release details of the Tender documents, other than on an “in confidence” basis to those who have a legitimate need to know, or to those professional advisers whom the Tenderer needs to consult for the purposes of preparing the Tender.
  2. Any information given to the Tenderer by way of guide quantities and any plan, drawing or report in the attached appendices is only given as a guide. The Tenderer warrants that it has ascertained for itself the accuracy of the information. No claim against the Trust shall be allowed whether in Contract or in tort or under the Misrepresentation Act 1967 or otherwise on the ground of inaccuracy.
  3. The copyright in this Request for Tender is vested in CPC. The Request for Tender may not be reproduced copied or stored in any medium without the prior written consent of CPC other than for use strictly for the purpose of preparing a response to this Request for Tender.

## **Freedom of Information**

* 1. Tenderers are requested to specify with reasons if any information contained in its Tender submission is confidential. The Trust will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to disclose such information pursuant to its duties under the Freedom of Information Act 2000.

## **Safeguarding Young People and Adults**

* 1. The Trust recognises that all children have a right to protection from abuse and takes seriously its responsibility to protect and safeguard the welfare of children, young people and adults. This includes all contracts and/or one-off requirements for the provision of works at the Trust.

12.2 Where a member of a Tenderer’s personnel may come into contact with children or vulnerable adults, or sensitive personal information in relation to them, the Trust will require the Tenderer’s personnel to hold DBS clearance.

12.3 In order to offer protection to its children and vulnerable adults, the Trust expects that relevant Tenderer’s personnel engaged in the provision of these contracts will have the same level of DBS clearance, monitoring and verification as the Trust would expect of its directly employed staff.

12.4 The Tender sets out whether such provision in respect of DBS clearance is required. If it is stated as being required, the Tenderer will ensure that all costs incurred by the Tenderer in respect of obtaining such DBS clearance for its relevant staff is included in its submitted price(s) in the Schedule of Prices. No additional claims for costs associated with compliance with the requirements of DBS clearance will be accepted by the Trust.

1. **Equality and Diversity**

13.1 The successful Tenderer shall provide and adhere to their Equality and Diversity Policy. If you do not have an Equality & Diversity Policy, the Trust expects you to adhere to the Trust’s own Equality & Diversity Policy. A copy of which can be supplied upon request.

1. **Insurance**
   1. The successful Tenderer shall provide insurance cover to indemnify the Client and issue copies of the policy to the Client. The successful Tenderer shall provide the following levels of insurance cover:
2. Employers Liability Insurance £5M limit of indemnity
3. Public/Product Liability Insurance £5M limit of indemnity
4. Professional Indemnity Insurance £2m limit of liability
5. **Data Protection**
   1. For the purposes of this Contract, the Data Controller (“Controller”) means the Trust, and the Data Processor (“Processor”) shall mean the Contracted supplier.
   2. Instructions on how data should be processed can be found in Appendix F, Data Protection Schedule. Suppliers are required to complete and return this schedule as part of their Tender submission.
   3. The Processor must process personal data only under documented instructions of the Controller.
   4. The Processor must act on the documented instructions of the Controller, as detailed in Appendix F. If the Processor does not comply with the above instructions for processing data, and chooses how to process the data themselves, the Processor will be considered the Controller.
   5. The Processor is required to implement appropriate technical and organisational measures to ensure full compliance with GDPR requirements for the duration of the Contract.
   6. The Processor must:
      1. Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
      2. Assist the Controller in carrying out its obligations regarding requests by data subjects to exercise their rights under GDPR Chapter III, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
      3. Assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
      4. Assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available; and
      5. Notify the Controller without undue delay after becoming aware of a personal data breach.
   7. The Processor must comply with security obligations equivalent to those imposed on the Controller.
   8. Sub-Processors:
      1. The Processor must ensure that individuals authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only appoint Sub-Processors with the Controller’s prior written authorisation.
      2. Where Sub-Processors are appointed, the Processor must impose the same minimum terms imposed on it on the Sub-Processor; and the original Processor will remain liable to the Controller for the Sub-processor’s compliance.
      3. The Sub-Processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance.
      4. Processors must inform Controllers of intended changes in their Sub-processor arrangements.

## **Award Criteria and Evaluation Methodology**

The Contract will be awarded to the most advantageous Tender(s) applying the award criteria and evaluation methodology detailed below.

* 1. **Non-Pricing**

Other than in the case of scores for pricing, scores under each Award Criterion will be awarded on the following basis:

|  |  |
| --- | --- |
| **Assessment of Response** | **Score** |
| Excellent: Meets all expectations / Demonstrates complete understanding of all the requirements of this particular specification / No reservations. | 4 |
| Good: Meets most expectations / Demonstrates good understanding of most of the requirements of this particular specification / No reservations. | 3 |
| Marginal: Meets some expectations / Response is standardised with no apparent understanding of the requirements of these particular specification / Minor reservations. | 2 |
| Poor: Does not meet expectations / Response is weak & does not adequately address the specification / Significant reservations. | 1 |
| Unacceptable: Response is missing / Response is very weak and does not address the specification / Major reservations. | 0 |

* 1. **Pricing**

Scores will be awarded for price on the following basis:

The lowest average margin/Contract price submitted in accordance with the Schedule of Prices will be awarded the highest score and all other Tenderers will be awarded pro rata scores on the relative competitiveness of their average margin/Contract price compared to the lowest e.g. (Contract Price – Lowest Contract Price / Lowest Contract Price \* 100) = X%. This percentage will be deducted from the total score available.

* 1. **Award Criteria & Weightings**

Tender Responses will be evaluated on the following award criteria and weightings:

| **Overall Award Criteria** | **Sub Criteria** | **Sub Criteria Weighting** |
| --- | --- | --- |
| **Quality/Technical Criteria 50%** | Service Delivery | 30% |
| Account Management | 30% |
| Accreditation | 20% |
| Added Value Social Value | 20% |
| **Price 50%** | Schedule of Pricing fully completed in accordance with the Instructions for Tendering. | 100% |

* 1. **Tie Break**

In case of a tie break situation the Trust may give preference to organisations that add value to the delivery of the Contract i.e. add value defined as ‘benefits or services linked to the subject matter of the Contract included in the price, which are over and above the requirements of the specification.

If there is any information you would like to submit to support your Tender, in the event the Trust applied this tie break criteria to you, please set this information out in no more than 500 words in your Tender Response. NB: This information will only be considered in the event of a tie break situation.

## **Indicative Timetable for Tender and Award of Contract**

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Tender Issued | **5th of June 2025** |
| Last date for clarification questions | **22nd of June 2025** |
| Last date for receipt of Tenders | **2nd of July 2025** |
| Evaluation | **9th July 2025** |
| Presentations | **14th and 15th of July 2025** |
| Preferred service provider to be selected and unsuccessful companies notified | **16th of July 2025** |
| Standstill Ends | **29th of July 2025** |
| Contract Award | **30th of July 2025** |
| Contract to Commence | **1st of September 2025** |

## **Section 2 Background Information on the Trust**

The Mercian Trust is a group of schools working together under a common banner and an over-arching structure of governance but retaining their autonomy as custodians of their unique heritage, distinct identity and successful operation. Our Trust’s name is both rooted in history and expresses a geographical identity and ambition. Mercia was an ancient kingdom comprising Cheshire, Derbyshire, Nottinghamshire, Staffordshire, Worcestershire and, crucially for us, what we now call the Black Country.

It was in Mercia that St Chad established an association of small monasteries which fostered unity through bonds of kinship. We intend, a thousand years later, to adopt the same spirit in our approach to a Multi-Academy Trust. Pupils in the Mercian Trust will be part of a family of schools forming an educational community. We are convinced that we are stronger together. The MAT is already shaping the educational landscape in exciting ways; every pupil in the Trust will be part of that story.

* [Walsall Studio School](https://www.themerciantrust.org/our-schools/walsall-studio-school) (41 employees)
* [The Ladder School](https://www.themerciantrust.org/our-schools/the-ladder-school) (42 employees)
* [Shire Oak Academy](https://www.themerciantrust.org/our-schools/shire-oak-academy) (219 employees)
* [Q3 Academy Great Barr](https://www.themerciantrust.org/our-schools/q3-academy-great-barr) (123 employees)
* [Q3 Academy Langley](https://www.themerciantrust.org/our-schools/q3-academy-langley) (158 employees)
* [Q3 Academy Tipton](https://www.themerciantrust.org/our-schools/q3-academy-tipton) (163 employees)
* [Aldridge School](https://www.themerciantrust.org/our-schools/aldridge-school) (240 employees)
* [Queen Mary's Grammar School](https://www.themerciantrust.org/our-schools/queen-marys-grammar-school) (206 employees)
* [Queen Mary's High School](https://www.themerciantrust.org/our-schools/queen-marys-high-school) (121 employees)
* [New Leaf School](https://newleaf.walsall.sch.uk/) (23 employees)
* Rushall Primary School (60 employees)
* Oakwood School (180 employees)
* North Star Inclusion Advisory Team (NIAT) (5 employees)
* Mercian Trust (68 employees)

The Mercian Trust brings together different schools catering for a wide range of individual needs into one Multi-Academy Trust in order to offer the broadest and best education to all pupils regardless of their socio-economic, cultural or ethnic background. Leveraging the strengths of the participating schools, Mercian Trust pupils will be able to access the advantages and opportunities that each school brings – in teaching, leadership, breadth of curriculum, facilities, enrichment activities and community engagement.

The Mercian Trust

Mercian House

Sutton Road

Walsall

WS1 2PG

More detailed information about the Trust can be found at [www.themerciantrust.org](http://www.themerciantrust.org)

## **Section 3 Specification**

The Mercian Trust are looking to partner with a supplier for the provision of Health Care Cash Back Plan that will help to improve an employees health, wellbeing and recovery from illness and help with cash back in the areas identified in the specification below.

The below specification equates to the minimal requirement. Should any of these not be available then the Trust **may decide** not to consider the tender proposal. Any additional items that can be provided within the contracted price should be included as **ADDED VALUE.**

|  |  |
| --- | --- |
| **Minimum Requirement** | |
| **All cash back benefits are 100% payback** | Minimum Cash Back |
| **Eyes and Teeth** | |
| Sight tests, glasses and contact lenses. | £75 |
| Everyday dental treatment - Including hygienist’s fees and fillings. | £75 |
| Dental treatment needed as a result of an accident | £300 |
| **Body** | |
| Seeing a Chiropractor, Osteopath, Physiotherapist or Acupuncturist | £200 |
| Seeing a Chiropodist, Podiatrist or Reflexologist | £50 |
| Discounted gym membership. | Available |
| **Checks** | |
| Finding out what’s wrong – appointments with a consultant, plus tests and scans, including, but not limited to, GP referred blood tests | £300 |
| A health assessment that includes: | £100 |
| • BMI and body fat percentage |
| • blood pressure reading |
| • cholesterol or diabetes check |
| Seeing a GP, a dietitian for a consultation, or having an inoculation/vaccination | £75 |
| Prescription charges | £20 |
| Speak to a GP 24 hours a day, 7 days a week, through an app or via the telephone. | 24 hours a day / 7 days a week |
| Access to a private prescription delivery service when prescribed through our GP service. | Available |
| **Other Items** | |
| Cash amount for each day or night to help towards everyday expenses if you need to stay in hospital (up to 20 days/nights) | £20 |
| Single cash amount if you have a baby or adopt a child (6 month qualifying period) | £200 |
| Worldwide cover - you’ll be covered wherever you are in the world | Available |
| Face to face counselling | Up to six sessions, per issue, per year |

## **Section 4 Service Level Agreement**

Service level agreements will be discussed pretender award.

## **Section 5 Tender Submission Checklist**

Tenderers should ensure that all the requested information is provided as part of their Tender. Failure to provide the requested information may be detrimental to your Tender evaluation score and may result in a Tender not being evaluated.

**This checklist is provided for the convenience of Tenderers. There is no requirement to include it with your Tender.**

Each Tender should include:

1. Confirmation of Acceptance of the FORM OF TENDER (See Appendix A of the Request for Tender).
2. A completed SCHEDULE OF PRICES (See Appendix B of the Request for Tender).
   * Have you read the instructions for completing the Schedule of Prices?
   * Have all the cells/fields of the Schedule of Prices been completed?
   * Has the Schedule of Prices been checked for mathematical accuracy?
   * Is the Schedule of Prices being returned in the same document format supplied as part of the RFQ (e.g. Excel or Word)?
3. A completed TENDER RESPONSE FORM (See Appendix C of the Request for Tender).
   * Has the Tender Response Form provided with the Request for Tender been used to submit your Tender response?
   * Have you tailored your response to the published award criteria?
   * Have you provided all the information requested in the award criteria?
   * Have you provided all the information requested in the Tender Response Form?
4. Confirmation of Acceptance of CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING (See Appendix D of the Request for Tender).
5. Confirmation of Acceptance of CONFLICT-OF-INTEREST DECLARATION FORM (See Appendix E of the Request for Tender).
6. A completed DATA PROTECTION SCHEDULE (See Appendix F of the Request for Tender).
   * Has all information been provided?

7. Confirmation of Acceptance of completed and signed DECLARATION OF DOCUMENT ACCEPTANCE.

## **Appendix A Form of Tender**

1 I/We the undersigned acknowledge receipt of the following Contract documentation:

a) Invitation to Tender and its enclosures

b) Specification & Pricing Schedule(s)

c) Terms and Conditions of Contract



1. I/We hereby offer to provide the services set out therein and perform, fulfil and keep all the obligations of the Contractor in accordance with the provisions of the Contract conditions, and the specification, all for the sums properly due under the Contract as calculated in accordance with the price schedules submitted.

3. I/We confirm that I/We are fully conversant with all the Contract documentation, and that this Tender is submitted strictly in accordance with that Contract documentation and that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.

4. In the event that this Tender is accepted, I/We undertake to execute a formal Contract with the Trust embodying all of the terms and conditions contained within the Contract documentation. Unless and until a formal agreement is executed, this Tender together with the Trust’s written acceptance shall constitute a binding Contract between us.

5. I/We understand that the Trust is not bound to accept the lowest or any Tender it may receive, and that the Trust reserves the right to discontinue the award procedure in the event of irregular Tenders or in the absence of appropriate Tenders.

6. I/We agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any Contract.

7. I/We confirm that the person whose signature is appended to this Tender is a duly authorised signatory of our Company and has full and legal authority to sign this Tender on behalf of our Company.

## **Appendix B Schedule of Prices**

**INSTRUCTIONS FOR COMPLETION**

Tenderers are required to complete the Schedule of Prices below and return as part of their Tender response. Tenderers shall:

1. Complete all required sections;
2. Not add further columns or rows or alter the Schedule of Prices in any way, unless specifically instructed to do so;
3. Ensure that each element within the Schedule of Prices totals correctly to two decimal places;
4. Submit their costs which are inclusive off all KNOWN Government legislative increases; and
5. Ensure that all prices are quoted in pounds sterling to two decimal places, exclusive of Value Added Tax (VAT).

Where applicable, Tenderers must show all anticipated costs associated with transferring the Local Authority Pension Scheme pension entitlement in the table provided in the Schedule of Prices.

Tenderers shall ensure that any projected price increases for subsequent years are clearly stated in the submitted Tender; including envisaged staff increments but excluding unknown legislatively imposed price increases and excluding legislatively imposed price increases in relation to The Pension Act 2008. No separate inflationary price increases will be accepted once the contract is in force.

**Inaccurate completion of the Schedule of Prices will be taken into account when deciding whether the Tender submission can be accepted by the Trust.**

| **Description** | **Price Exclusive of VAT** |
| --- | --- |
| For Evaluation provide the total cost of Single Cover for 1500 members for Year 1. | £ |
| Year 2. | £ |
| Year 3. | £ |
| Total 3-year contract price. | £ |
| Additional pricing for information only Provide cost for 1-person single cover | £ |
| Below provide any price break points reductions for total take up of the plan. | |
| Price Break Point | % Reduction |
| Up to 500 | % |
| 501 to 1000 | % |
| 1001 to1500 | % |
| 1501 to 2000 | % |
| Additional pricing for information only please provide costs for the additional covers below | |
| Partner Cover | £ |
| Family Cover | £ |
| Single Parent Family Cover | £ |

## **Appendix C Tender Response Form**

Tenderers are required to respond to each of the items below, by inserting their response to the question within the box provided on this Tender Response Form. The Trust may only score the information provided within the Tender Response Form. Tenderers may attach additional documentation in support of the response provided in the Tender Response Form such as diagrams, certificates or spreadsheets, although this should be clearly referenced.

1. **Contact Details**

Please provide contact details for individuals responsible for this Tender submission.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Company Name |  |
| Address |  |
| Telephone - Main |  |
| Mobile |  |
| Email |  |
| Website |  |

1. **Suitability Assessment Questions**

All information will be verified at Contract award stage. If the Tenderer fails to supply evidence to demonstrate its compliance with any of the following questions at award stage, then its bid may be excluded.

1. **Ability to meet the minimal requirement.**

|  |  |  |
| --- | --- | --- |
| **Should any of the below categories not be available then the Trust may decide not to consider the tender proposal.** | | |
| **Minimum Requirement** | | **Confirmation insert Yes or No below** |
| **All cash back benefits are 100% payback** |  |
| **Eyes and Teeth** | | |
| Sight tests, glasses and contact lenses | £75 |  |
| Everyday dental treatment - Including hygienist’s fees and fillings | £75 |  |
| Dental treatment needed as a result of an accident | £300 |  |
| **Body** | | |
| Seeing a Chiropractor, Osteopath, Physiotherapist or Acupuncturist | £200 |  |
| Seeing a Chiropodist, Podiatrist or Reflexologist | £50 |  |
| Discounted gym membership | Available |  |
| **Checks** | | |
| Finding out what’s wrong – appointments with a consultant, plus tests and scans, including, but not limited to, GP referred blood tests | £300 |  |
| A health assessment that includes: | £100 |  |
| • BMI and body fat percentage |
| • blood pressure reading |
| • cholesterol or diabetes check |
| Seeing a GP, a dietitian for a consultation, or having an inoculation/vaccination | £75 |  |
| Prescription charges | £20 |  |
| Speak to a GP 24 hours a day, 7 days a week, through an app or via the telephone. | 24 hours a day / 7 days a week |  |
| Access to a private prescription delivery service when prescribed through our GP service. | Available |  |
| **Other Items** | | |
| Cash amount for each day or night to help towards everyday expenses if you need to stay in hospital (up to 20 days/nights) | £20 |  |
| Single cash amount if you have a baby or adopt a child (6 month qualifying period) | £200 |  |
| Worldwide cover - you’ll be covered wherever you are in the world | Available |  |
| Face to face counselling | Up to six sessions, per issue, per year |  |

1. **Safeguarding young people and Adults**

|  |  |
| --- | --- |
| Please confirm that all staff that will be working onsite during this Contract have DBS clearance.  If not, they **will be** refused entry to site. | Yes ☐  No ☐  If No please provide details below |

If you answer No to the above question, without giving suitable evidence, your Tender may be excluded.

1. **Discretionary Exclusions**

Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.

|  |  |
| --- | --- |
| Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details below |
| Breach of social obligations? | Yes ☐  No ☐  If yes please provide details below |
| Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details below |
| If Yes, please provide details (including details of actions taken to prevent reoccurrence) |  |

If you answer Yes to any question, without giving suitable evidence of self-cleansing, your Tender may be excluded.

1. **Financial Status**

Using your latest balance sheet please provide the values of your Current Assets and your Current Liabilities below:

|  |  |
| --- | --- |
| Date Figures Recorded |  |
| Currency Used |  |
| Assets (stock+ debtors + prepayments + cash in bank) |  |
| Liabilities (creditors + bank overdraft + VAT owed + tax owed + accruals) |  |

Your assets must be equal to or more than your liabilities. If they are it will constitute a pass, if they are not, your Tender may be excluded. You will be asked to verify this information using a means of demonstrating financial status.

1. **Insurances**

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance cover indicated below:

Answering no may result in a fail and your Tender being excluded.

|  |  |  |
| --- | --- | --- |
| Employer’s (Compulsory) Liability Insurance = £5m | Yes  No | ☐  ☐ |
| Public/Product Liability Insurance = £5m | Yes  No | ☐  ☐ |
| Professional Indemnity Insurance = £2m | Yes  No | ☐  ☐ |

1. **Health & Safety**

|  |  |  |
| --- | --- | --- |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  *Answering no may result in a fail and your Tender being excluded.* | Yes | ☐ |
| No | ☐ |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement / remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years?  If your answer to the question was “yes”, please provide details in a separate Appendix of any enforcement / remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  *The Trust will exclude Tenderer(s) that have been in receipt of enforcement / remedial action orders unless the Tenderer(s) can demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.* | Yes | ☐ |
| No | ☐ |
|  | |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?  *Answering no may result in a fail and your Tender being excluded.* | Yes | ☐ |
| No | ☐ |
| Sub-contractors not used | ☐ |

1. **References**

Please provide details of at **least one** Contract that is relevant to our requirement. Contracts should have been performed during the past three years. Failure to provide at least one reference, or explain the reason why this was not possible, will result in a fail.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Contract 1 | Contract 2 | Contract 3 |
| Name of customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| E-mail address |  |  |  |
| Description of Contract |  |  |  |
| Contract Start date |  |  |  |
| Contract completion date |  |  |  |
| Estimated ANNUAL Contract value |  |  |  |

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. We will request references from the above contacts on Contract award to verify the information provided.

1. **Tender Evaluation Questions**

**Tenderers are required to respond to each of the items below, by inserting their response to the question within the box provided on this Tender Response Form. The Trust may only score the information provided within the Tender Response Form.**

**Tenderers may attach additional documentation in support of the response provided in the Tender Response Form such as diagrams, certificates or spreadsheets, although this should be clearly referenced.**

**1.** **Price**

Please complete the Schedule of Prices found in Appendix B which will form part of your Tender submission. Please include any explanatory notes in relation to the Schedule of Prices in the box provided below.

**Response:**

Please provide any additional comments to support the pricing matrix in the box provided below.

|  |
| --- |
|  |

**2.** **Quality / Technical Criteria**

**Question 1 Service Delivery**

Please provide a statement on the service delivery plan from the Tenderer.

Due to this being a voluntary option for employees, please detail how employees will be encouraged to take up the opportunity.

**Response:**

(please limit the response to 500 words)

|  |
| --- |
|  |

**Question 2 Account Management**

Please provide details on the account management structure and approach during the Contract to include Data security and GDPR compliance for users and confirm how the details of the employees are input and confirmed correct when registering. **Response:**

(please limit the response to 500 words)

|  |
| --- |
|  |

**Question 3 Accreditation**

Please confirm the details of the regulatory body that the Tenderer is a member of and the governance that is applicable to this contract along with any relevant qualifications and experience for the allocated contract management team members. **Response:**

(please use as many pages as necessary)

|  |
| --- |
|  |

**Question 4 Added Value and Social Value**

Please provide details on any additional options you can add for this contract that can be included at no extra cost along with a statement detailing any other added value and social value the Tenderer believes can be accredited to the delivery of this contract.

**Response:**

(please limit the response to 500 words)

|  |
| --- |
|  |

## **Appendix D Certificate of Non-Collusion and Non-Canvassing**

1. We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

a) Communicate to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium Tenders required for the preparation of the Tender.

b) Enter into any agreement or arrangement with any other person that they shall refrain from quoting or as to the amount of any Tender to be submitted.

c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

2. We further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associate companies providing services or materials connected with the Tender, and any Contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We further certify that no attempt has been made directly or indirectly to canvass or solicit any member, officer or employee of the Trust concerning the award of the Contract which is the subject of this Invitation to Tender

4. In this certificate, the word “person” includes any persons and anybody or association, corporate or otherwise; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

5. I confirm that I accept any breach of the conditions of this Declaration of Bona Fide Tender will inevitably lead to the termination of the Contract.

## **Appendix E Conflict of Interest Declaration**

**Complete either part 1 or part 2, below:**

I/We warrant that:

* 1. There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this Contract.

Response:

I / We warrant that:

* 1. There could be a possible conflict or perceived conflict of interest in relation to the personnel or type of work involved in this Contract.

Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this Contract.

|  |
| --- |
|  |

## **Appendix F Freedom of Information Act Declaration**

The Trust adhere to the Government’s Code of Practice on Access to Government Information, commonly known as Open Government. Under the Code of Practice, The Mercian Trust are obliged to provide details, upon request, regarding the expenditure of public money.

This may include, amongst other things, the disclosure of a winning Tender price, the nature of the goods or services provided, standards of service or performance and the Tender evaluation criteria.

If you wish your Tender proposal details to remain confidential, please sign below and detail the reasons (noting the section applicable within the ACT and Notes 2, 3 & 5) and return this page with your Tender proposal submission. (The details provided to an FOI request will be subject to the public interest test).

For further information on the Freedom of Information Act 2000 please refer to the following guidance notes issued by the Information Commissioner [ICO website](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fico.org.uk%2F&data=05%7C01%7CRaymond.Wiffen%40tenetservices.com%7C48e869863b394dfa1f0108db18aa5f9b%7C6c9b99942d984e2c84521288f5cc4f3a%7C0%7C0%7C638130892247587686%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=qjeMe3pCpW4mVv493Fl0wMJ8vd9gnM1WWPULjzDf4Wo%3D&reserved=0)

FOIA Guidance Note 2 – Information provided in confidence

FOIA Guidance Note 3 – The Public Interest Test

FOIA Guidance Note 5 – Commercial

## **Appendix G Data Protection Schedule**

**Processing, Personal Data and Data Subjects**

1. The Contractor shall comply with any further written instructions with respect to processing by the Trust.

2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **DESCRIPTION** | **DETAILS** |
| Subject matter of the processing | *For the completion of works as detailed in the specification* |
| Duration of the processing | *For the duration of the Contract to the completion and handover of works.* |
| Nature and purposes of the processing | *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include for contacting and liaising with Trust staff and associated Contractors for the completion of works.* |
| Type of Personal Data | *Names, addresses, email addresses and contact telephone numbers of Trust staff and associated Contractors.* |
| Categories of Data Subject | *Staff (including volunteers, agents, and temporary workers).* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *[Supplier to confirm]* |

## **Section 6** **Declaration of Document Acceptance**

**You must sign to confirm your acceptance of the information contained in the following schedules and return the relevant documents as detailed below.**

|  |  |
| --- | --- |
| Declaration of Document Acceptance | Confirmation of acceptance |
| Appendix A – Form of Tender | Yes / No |
| Appendix B – Schedule of Prices (must be completed and included in the tender response in the same format i.e., Table or Excel – PDF will not be accepted and can be classed as an incorrect submission)  Have you included all costs including any marketing premiums. | Yes / No |
| Appendix C – Tender Response Form (completed and included in your tender response) | Yes / No |
| Appendix D – Certificate of Non-Collusion and Non-Canvassing | Yes / No |
| Appendix E – Conflict of Interest | Yes / No |
| Appendix F – Freedom of Information Declaration  Note the reasons below if applicable:  FOIA Guidance Note 2 – Information provided in confidence:  FOIA Guidance Note 3 – The Public Interest Test:  FOIA Guidance Note 5 – Commercial: | Yes / No |
| Appendix G – Data Protection Schedule | Yes / No |

**Please Note:**

1. **Failure to accept any of the above documents for the tender may result in your submission being recorded as an incomplete bid and may be excluded from the tender.**
2. **Failure to accept the Terms and Conditions of the Contract may result in the tender being rejected.**

Declaration of Document Acceptance

The following table **must** be signed (electronic, digital & scanned signature are acceptable), printed text alone will not be accepted and will be rejected as a non-complaint tender response.

|  |  |
| --- | --- |
| Signature: |  |
| Print Full Name: |  |
| Dated: |  |
| Company Appointment:  *Please state official designation e.g., Director, Sales Manager etc.* |  |
| Company Name: |  |
| Address: |  |
| Parent Company:  *If applicable* |  |