



TENDER NOTICE

GMC 004 – PROVISION OF A MANAGED SUPPLY TEACHER SERVICE

Applicants are invited to tender for the provision of a managed supply teacher service to Shropshire Council for an initial period of 2 years commencing on 1st September 2014 with an option to extend for a further period of up to 2 years.

Shropshire Council currently has 152 maintained schools and is seeking a flexible teaching recruitment agency that will recruit, place and manage all temporary teachers commissioned through this service by Shropshire schools.

The Council reserves the right to change, withdraw or include establishments either on a temporary or permanent basis to this arrangement as necessary.

The total volume of supply teachers employed in Shropshire maintained schools between April 2013 – Feb 2014 amounted to 4062 days

The Council is seeking a Contractor for this service who can:

- Operate from a base within Shropshire
- Set up and start the service from 1st September 2014
- Continue to enhance the positive working relationships with Shropshire Schools

Please note that we believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Best Value Authorities Staff Transfers (Pensions) Direction 2007 will apply to this requirement and compliance with such provisions, or replacement provisions applicable at the date of transfer, in relation to the protection of local authority pensions in respect of transferring staff will therefore be required. The successful Contractor(s) will also be required to comply with the Principles of Good Employment Practice issued by the Cabinet Office in December 2010

If you wish to receive tender documents, please email [REDACTED], Procurement Manager, as soon as possible at procurement@shropshire.gov.uk quoting reference **GMC 004**.

The deadline for the return of completed questionnaires is **12 noon Monday 12th May 2014**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

GMC 004 - PROVISION OF A MANAGED SUPPLY TEACHER SERVICE

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Draft Form of Agreement
3. Service Specification
4. Tender Response Document
5. TUPE Confidentiality Letter
6. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 12th May 2014**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on **26th March 2014** to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

personal info



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**GMC 004 - PROVISION OF A
MANAGED SUPPLY TEACHER
SERVICE**

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council currently has 152 maintained schools and is seeking a flexible teaching recruitment agency that will recruit, place and manage all temporary teachers commissioned through this service by Shropshire schools.

The total volume of supply teachers employed in Shropshire maintained schools between April 2013 – Feb 2014 amounted to 4062 days.

The Council is seeking a Contractor for this service who can:

- Operate from a base within Shropshire
- Set up and start the service from 1st September 2014
- Continue to enhance the positive working relationships with Shropshire Schools

The contract will be for an initial period of 2 years commencing on 1st September 2014 with the option to extend for a further period of up to 2 years.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a Managed Supply Teacher Service as detailed in the Tender Response Document. The contract will be for an initial period of **2 years** commencing on the **1st September 2014** with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless

the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

- 3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 12th May 2014. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and

Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006 (Delete if not applicable)

6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by signing the enclosed TUPE confidentiality letter and emailing it to

procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

8.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

8.2 Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED] Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

8.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

8.4 All queries should be raised as soon as possible (in writing), in any event not later than **6th May 2014**.

8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

9.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

9.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 Confidentiality

10.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

10.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

10.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

10.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

- 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
 - 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

- 11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3** If, at any stage of this tendering process, you provide any information to Shropshire

Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

12.0 **Disqualification**

- 12.1 The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
 - 12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council’s General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
 - 12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
 - 12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
 - 12.1.4 The Tenderer :
 - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for

doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty,

express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

DATED: day of 20..

BETWEEN

(1) SHROPSHIRE COUNCIL

(2)

Re: For the management and development of a list of supply
teachers to the Council



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 701822 Shrewsbury 2

person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .

‘Authorised Officer’

means the representative appointed by the Council to manage the Contract on its behalf

‘Best Practice’

means in accordance with the best practice within the industry of the Contractor

‘Bribery Act’

the Bribery Act 1810 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

‘Commencement Date’

1ST September 2014

‘Commercially Sensitive Information’

comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by

'Completion Date'	<p>the Council, would cause the Contractor significant commercial disadvantage or material financial loss;</p> <p><i>shall be the later of [specify date upon which the Contract will end e.g. the Initial Expiry Date] or the last day of any agreed extension period further to clause 2.2 below</i></p>
'Confidential Information'	<p>any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;</p>
'Contract Documents'	<p>means all of the documents annexed to, contained and referred to within this Agreement</p>
'Contractor'	<p>means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf</p>
'Contractor Equipment'	<p>the hardware, computer and telecoms</p>

	<p>devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council for the provision of the Services;</p>
'Contractor Personnel'	<p>all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;</p>
'Contractor's Representative'	<p>the representative appointed by the Contractor to manage the contract on its behalf</p>
'Contractor Software'	<p>software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;</p>
'Contractor System'	<p>the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council's System);</p>
'Council'	<p>means the party named above and includes its employees, officers, servants and agents acting on its behalf</p>
'Council Data'	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media,</p>

and which are:

(a) supplied to the Contractor by or on behalf of the Council; or

which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Council is the Data Controller;

‘Council Software’

software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;

‘Council System’

the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;

‘Data Controller’

shall have the same meaning as set out in the Data Protection Act 1998

‘Data Processor’

shall have the same meaning as set out in the Data Protection Act 1998

‘Data Protection Legislation’

the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the

Regulation of Investigatory Powers Act 1800, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 1800 (SI 1800/2699), the Electronic Communications Data Protection Directive 1802/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 1803 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

‘Data Subject’

shall have the same meaning as set out in the Data Protection Act 1998;

‘EIR’

means the Environmental Information Regulations 1804 (as may be amended from time to time.)

‘Employment Checks’

means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks

‘Exempt Information’

means any information or class of information (including but not limited to any document, report, Agreement or other material containing information)

	relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
‘Fees’	[specify the amount; or, refer to the Agreed Prices as set out in Schedule (?)/Specification annexed to this Agreement] and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise
‘FOIA’	means the Freedom of Information Act 1800 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
‘FOIA notice’	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
‘Initial Term’	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry
‘Initial Expiry Date’*	31 st August 2016
‘Intellectual Property Rights’	means all patents, registered and unregistered designs, copyright, trade

	marks, know-how and all other forms of intellectual property wherever in the world enforceable
'Malicious Software'	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
'Option to Extend'*	means the Council's option to extend the Initial Term by a period of up to two years commencing from 1 st September 2016
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the Data Protection Act 1998;
'Prohibited Act'	the following constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper

	<p>performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) committing any offence:</p> <p style="padding-left: 40px;">(i) under the Bribery Act;</p> <p style="padding-left: 40px;">(ii) under legislation creating offences concerning fraudulent acts;</p> <p style="padding-left: 40px;">(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
'Public body'	as defined in the FOIA 1800
'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the

	matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
‘Relevant Transfer’	means a relevant transfer for the purposes of TUPE
‘Request for Information’	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
‘Services ’	means <i>[insert description of Services]</i>
‘Software’	Specially Written Software, Contractor Software and Third Party Software;
‘Specification’	The specific description of the Services to be provided by the Contractor as set out in Appendix [?] annexed to this Agreement*
‘Special Conditions’	means the conditions relating to the supply of Services as required by the Council in relation to this Agreement set out in Schedule 1
‘Sub-Contract’	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or

	any part of thereof.
‘Sub-Contractor’	the third parties that enter into a Sub-Contract with the Contractor.
‘Tender’	means the tender dated <i>[insert date]</i> submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
‘Tender Response Document’	means the Contractor’s response to the Council’s instructions to Tender document annexed to this Agreement in Appendix [?]
‘Term’	means the period commencing on the Commencement Date and expiring on the Completion Date
‘Third Party Software’	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
‘Working Day’	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2.1 words importing any gender include every gender

1.2.2 words importing the singular number include the plural number and vice versa

1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.

1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1139 of the Companies Act 1806. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1139 of the Companies Act 1806 shall be amended so that:
- (i) references in sub-sections 1139(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1139(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.10 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.12 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1 It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2 It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to two years commencing on *[insert date being the day after the Initial Expiry Date]*
- 2.3 If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where such notification is given under this sub-clause 2.3 the definitions of Initial Expiry Date shall be deemed to be amended to reflect the extension to the Initial Term
- 2.4 If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 32 shall apply

3. Services

- 3.1 The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement
- 3.2 The Contractor shall provide the services in such places and locations as set out in the Specification
- 3.3 The Contractor shall use its best endeavours to complete/deliver the Services by the Completion Date or dates agreed by the Parties
- 3.4 The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties
- 3.5 The Contractor shall provide the Services in accordance with the agreed Specification as referred to in **Appendix/Schedule ...** annexed to this Agreement with all due skill, care and diligence and in accordance with good industry practice.
- 3.6 The Contractor shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services

- 3.7** The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3.8** The Contractor shall carry out its own risk assessments relevant to the Services.
- 3.9** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 38 hereof
- 3.10** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks

4 Insurance

- 4.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 4.3** Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance

held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

4.4 The Contractor warrants that it has complied with this clause 4 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

4.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

4.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

5 Indemnity

5.1 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods
- (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such

claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and

(d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Agreement to the extent that the defective performance is attributable to the acts or omissions of the Contractor or the Contractor Personnel

5.2 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

5.3 Nothing in this Agreement shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 5

6 Payment

6.1 Payment of the Fee(s) shall be made by the Council to the Contractor within 28 days of receipt of an undisputed invoice

6.2 The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.

6.3 The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement

6.4 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment

6.5 Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 28 days from receipt of an undisputed invoice.

7. The Council's Obligations

To enable the Contractor to perform its obligations under this Agreement the Council shall:

- 7.1** Co-operate with the Contractor and ensure that the Council's staff and agents co-operate with and assist the Contractor as is reasonable and appropriate
- 7.2** Provide the Contractor with any information reasonably required by the Contractor;
- 7.3** Comply with such other requirements as may be otherwise agreed
- 7.5** Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

8. Authorised Officer and Contractor Representative:

- 8.1** The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 8.2** The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 8.2** The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.
- 8.3** The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

9. Intellectual Property

- 9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Contractor or any employee, agent or subcontractor of the Contractor:
 - 9.1.1 in the course of performing the Services; or
 - 9.1.2 exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 9.2 Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement
- 9.3 The Contractor shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.
- 9.4 This provision shall survive the expiration or termination of the Agreement.

10. Confidentiality

- 10.1 The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 10.2 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in writing.

- 10.3** The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 10.4** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 10.4.1** treat the other party's Confidential Information as confidential; and
 - 10.4.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 10.6** Clause 10.5 shall not apply to the extent that:
- 10.6.1** such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 10.6.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 10.6.3** such information was obtained from a third party without obligation of confidentiality;
 - 10.6.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 10.6.5** it is independently developed without access to the other party's Confidential Information.
- 10.7** The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 10.8** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 10.9** Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:

10.9.1 to any consultant, contractor or other person engaged by the Council;

10.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;

10.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

10.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

10.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

11. Agreement and Transparency

11.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

11.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

11.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

11.4 The Contractor shall assist and cooperate with the Council to enable the

Council to publish this Agreement and the Tender Submission.

12 Council Data

- 12.1** The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 12.2** The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 12.3** To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 12.4** The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 12.5** The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 12.6** If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

- 12.6.1** require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
- 12.6.2** itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council's Data.
- 12.7** If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 12.8** The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 12.9** Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 12.8 above shall be borne by the parties as follows:
- 12.9.1** by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 12.9.2** by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).]

13. Protection of Personal Data

- 13.1** With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 13.2** The Contractor shall:
- 13.2.1** Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
 - 13.2.2** Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 13.2.3** implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 13.2.4** take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 13.2.5** obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 13.2.6** ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

- 13.2.7** ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 13.2.8** notify the Council (within five Working Days) if it receives:
- a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 13.2.9** provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
- a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 13.2.10** permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 13.2.11** provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

13.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

13.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

13.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

14. Council Data and Personal Information Audits

14.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

14.1.1 to review the integrity, confidentiality and security of the Council Data;

14.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 1800 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

14.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

14.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with

all reasonable co-operation and assistance in relation to each audit, including:

14.3.1 all information requested by the Council within the permitted scope of the audit;

14.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

14.3.3 access to Contractor Personnel

14.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

14.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

14.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

14.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

15. Assignment, Transfer and Sub-contracting

15.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,

(a) assign any of its rights under this Agreement; or

(b) transfer all of its rights or obligations by novation,
to another person.

without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;

15.2 Any consent required under Clause 15.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

- 15.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.
- 15.4** In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 15.5** Subject to clause 15.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 15.6** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 15, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the **Special Conditions/Specification.***

16. Public Interest Disclosure ('Whistleblowing')

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

17. Publicity

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

18. Prevention of Bribery

18.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not,

in connection with this Agreement commit a Prohibited Act;

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

18.2 The Contractor shall:

a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 18 and provide such supporting evidence of compliance with this clause 18 by the Contractor as the Council may reasonably request.

18.3 If any breach of clause 18.1 is suspected or known, the Contractor must notify the Council immediately.

18.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 18.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

18.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 18.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 18.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is

committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

- a) with the authority; or,
- b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

18.6 Any notice of termination under clause 18.5 must specify:

- a) the nature of the Prohibited Act;
- b) the identity of the party whom the Council believes has committed the Prohibited Act; and
- c) the date on which this Agreement will terminate.

18.7 Despite clause 27 (Disputes), any dispute relating to:

- a) the interpretation of clause 18; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.

18.8 Any termination under clause 18.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

19. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

19.1 it will carry out the work by the Completion Date

19.2 it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service

19.3 its Contractor Personnel will have the necessary skill, professional

qualifications and experience to deliver the Services in accordance with the **Special Conditions/Specification*** and Best Practice

Comment [N1]: *delete as appropriate

- 19.4** it has full capacity and authority to enter into this Agreement
- 19.5** it has obtained all necessary and required licences, consents and permits to provide the Services
- 19.6** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services
- 19.7** The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor and/or the Contractor Personnel
- 19.8** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 19.9** The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:
- 19.9.1** The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this Agreement.
- 19.9.2** The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.
- 19.9.3** The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.
- 19.10** The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.
- [19.11]** If the Contractor performs the Services (or any part thereof) negligently or in breach of this Agreement/Special **Conditions***, then if requested by the Council, the Contractor will re-perform the Services or relevant part thereof at no additional cost to the Council. The Council's request must be made within **6 months** of the Completion Date or termination of this **Agreement***
- 19.12** the Contractor warrants that the signing of this Agreement on its behalf

Comment [N2]: *delete as appropriate

Comment [cc1169003]: Insert appropriate timescale

Comment [N4]: Optional clause, delete if not required by Client Department

has been validly authorised and the obligations expressed as being assumed by the Contractor under this Agreement constitute valid legal and binding obligations of the Contractor enforceable against the Contractor in accordance with their terms.

19.13 The Contractor acknowledges and confirms that:

- 19.13.1** it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
- 19.13.2** it has received all information requested by it from the Council pursuant to sub-clause 19.13.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 19.13.3** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 19.13.2;
- 19.13.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 19.13.5** it has entered into this Agreement in reliance on its own diligence
- 19.13.6** as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 19.13.7** The Contractor shall not be entitled to recover any additional

costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 19.13.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.

20. Freedom of Information Act 1800 & Environmental Information Regulations 1804

20.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

20.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

20.3 The Contractor shall and shall procure that its Sub-contractors shall:

20.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

20.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

20.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for

compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 20.4** The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 20.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 20.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 1800 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 20.6.1** in certain circumstances without consulting the Contractor; or
- 20.6.2** following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 20.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 20.7** The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

20.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

21. Equalities

21.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age

- a) in the supply and provision of Services under this Agreement, and
- b) in its employment practices.

21.2 Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 1810 (or other relevant legislation, or any statutory modification or re-enactment thereof).

21.3 In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 1810 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it

21.4 The Contractor and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.

21.5 In the event of any finding of unlawful discrimination being made against the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the

same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

21.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

22. Non-compliance

22.1. If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

22.2 If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

22.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 27

- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:

- (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;
 - or
 - (ii) to recover such sums from the Contractor as a debt;
- And/or
- (b) to terminate the Agreement in accordance with clause 31

23. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

24. Sustainability

The Contractor will at all times use its best endeavours to assist the Council and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of the Council, copies of which are available on the Council's website

25. Audit And Monitoring

The Contractor will allow access for the Council and its officers to all relevant information for the purposes of audit and the monitoring of this Agreement.

26. Complaints Procedure

26.1 The Contractor shall operate a complaints procedure in respect of any Services provided under this Agreement to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

26.1.1 is easy to access and understand

26.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

- 26.1.3** provides confidential record keeping to protect employees under this Agreement and the complainant
- 26.1.4** provides information to management so that services can be improved
- 26.1.5** provides effective and suitable remedies
- 26.1.6** is regularly monitored and audited and which takes account of complainant and Council feedback
- 26.2** The Contractor shall ensure that:
 - 26.2.1** under no circumstances is a complaint investigated by a member of its staff employed under this agreement who may be part of the complaint.
 - 26.2.2** someone who is independent of the matter complained of carries out the investigation
 - 26.2.3** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations
 - 26.2.3** the Contractor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 26.3** The Contractor will make its complaints procedure available on request
- 26.4** The Contractor shall ensure that all its employees and persons employed under this agreement are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 26.5** The Contractor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 26.6** Where the Council is investigating a complaint the Contractor is required to participate fully in all investigations within the timescales requested by the Council

26.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

27 **Disputes**

27.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-

27.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

27.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Director of Operations and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 19 days of receipt of such notice

27.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this

clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

28. Force Majeure

28.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

28.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

28.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

28.2 If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

28.2.1 it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

28.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

28.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

28.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

28.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

29. Rights of Third Parties

The Parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof).

30. Notices

30.1 Unless otherwise communicated to the Party in writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

30.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

31. Termination

31.1 [Either Party may terminate this Agreement by giving to the other Party at](#)

least [.....] months' notice in writing].

- 31.1 The Council may terminate this Agreement forthwith by notice in writing to the Contractor if the Contractor or the persons specified to carry out the Services become unavailable and the Parties cannot agree on a suitable replacement to perform the Services
- 31.2 Either Party may terminate this Agreement by notice in writing to the other if:
 - 31.2.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - 31.2.2 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
 - 31.2.3 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - 31.2.4 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - 31.2.5 the other Party ceases to carry on its business or substantially the whole of its business; or
 - 31.2.6 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 31.3 Where notice to terminate is given pursuant to this clause 31 this Agreement shall terminate with effect on the date specified in the notice

32. Consequences of Termination

- 32.1** Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 32.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 32.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 32.4** Notwithstanding its obligations in this clause 32, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 32.5** upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's employees, agents or Sub-Contractors at the date of termination.

33. Governing Law And Jurisdiction

It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts

34. Severance

If any provision of this Agreement prohibited by law or judged by any court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this

Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

35. Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

36 Agency, Partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

37. Conflict of Terms

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

38. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

IN WITNESS of this Agreement

Signed by and on behalf of
Shropshire Council

..... Corporate Head of Legal & Democratic

Services

..... Legal Services Manager People/Places

Signed by and on behalf of
(Contractor)

.....
Signature of authorised signatory Position in Company

Or

.....
Director Director/Company Secretary

Print Name (s).....

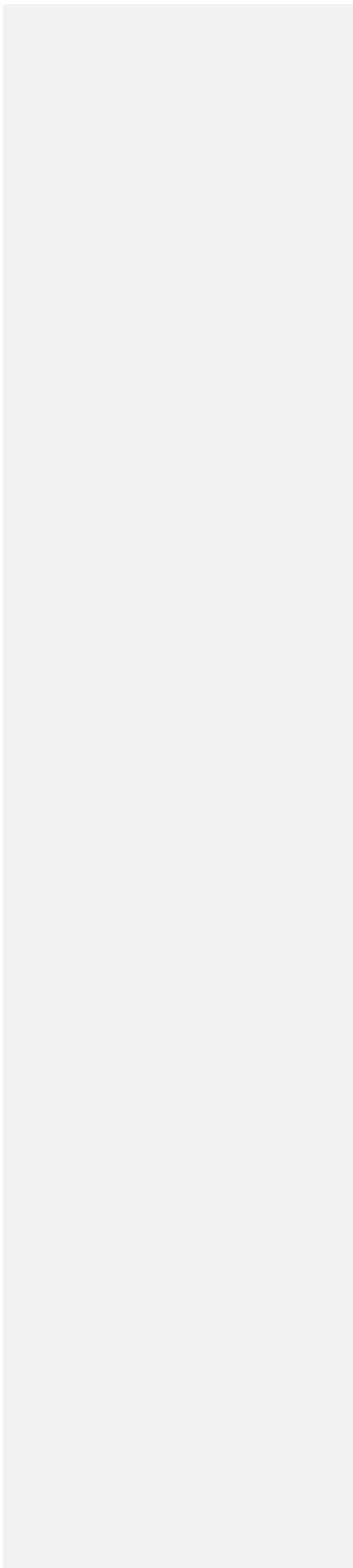
Witness:

Name:-----

Signature:-----

Address:-----

Occupation: -----



SCHEDULE 1

SPECIFICATION/SPECIAL CONDITIONS

1.0 Employment Status of Supply Teachers

The supply teachers supplied under this Agreement shall be employed by the Council and shall have a salary and Service Certificate which the Council hereby authorizes the Service Provider to issue on its behalf for the avoidance of doubt the parties acknowledge and agree that the supply teachers are not employees of the Service Provider

2.0 Temporary to Permanent Introductions

Where a school engages a teacher on a permanent basis following either their use as supply or engagement on a fixed term contract the following scale of charges will be applied:

Teacher in post on contract	Charge to school
Up to 1 term	
1.5 – 2 terms	
2.5 – 3 terms	No charge
3 terms +	No charge

No charge will be made where a teacher on the supply list gains employment with the school in response to an externally advertised post where they have been interviewed on open competition with other candidates provided that the teacher has been in post at that school for less than 4 weeks.

No charge will be made for teachers whose details were transferred to the Provider from the Shropshire list

Appendix 1

Tender and Tender Response Document

Service Specification

1. Branding

The service will be known as Shropshire Supply Teacher Service. Promotional material stationery and advertising will reflect this branding

2. [Provider] List Management Team

[Provider] will adopt the Shropshire Council supply list source and maintain a supply list service on behalf of Shropshire Council and manage all temporary teachers commissioned through this service by the Schools. Central to this will be the provision of a single free-phone number via which both teachers and Schools can register their requirements. Notwithstanding this the help desk will also accept faxed or emailed requirements as appropriate. Staffing levels for the team are a matter for [Provider] to deal with on the basis of anticipated and actual volumes.

[Provider] will provide a fully operational service from 7.30 am to 6.00 pm Monday to Friday (excluding public holidays). Outside of term-time the operational hours will reduce to 9.00 am to 5.00 pm. Outside of these hours an emergency contact service will be provided between the hours of 7.00 am and 10.00 pm.

3. Standards in Service Provision

To supplement legal requirements and regulations governing organisations supplying agency teachers and establishing minimum standards to be achieved by [Provider] in the provision of teachers to Schools the following shall apply:

- Recruitment
- Introduction of teachers
- Conduct and training
- General

3.1 Recruitment of New Teachers

3.1.1 [Provider] shall take all reasonable steps to obtain from Schools as much information about a vacancy as is necessary for the purpose of selecting a suitable teacher.

- 3.1.2 Where employment opportunities are advertised any publicity will be in accordance with the “British Codes of Advertising & Sales Promotion” being factual realistic and giving any restrictions to appointments which are relevant
- 3.1.3 All appointments will be undertaken through a process that can sustain external scrutiny and shall be agreed by [Provider] with the Council
- 3.1.4 The process of appointment will be specific to the post in question In all cases however appointments will only be confirmed or teachers placed when:
- (a) The registration process is complete including the completion of a relevant Council application form
 - (b) [Provider] has conducted a face-to-face interview [Provider] will on a termly basis provide to the Council a brief resume of those interviewed including the outcome of the interview
 - (c) [Provider] will carry out checks to confirm qualified teacher status
 - (d) [Provider] will obtain a minimum of two satisfactory written references (apart from in exceptional and justifiable circumstances) In such circumstances eg career break or matters of a similar nature the Council reserves the right to approve these references Referees will not be relatives of the applicant
 - (e) [Provider] will ensure that the person is assessed as being medically fit to undertake the work applied for This will be achieved by applicants completing a medical questionnaire which will be reviewed by the Council’s Occupational Health service Where OHS deem it necessary the applicant will be medically examined to confirm that the individual is medically fit

- (f) [Provider] will ensure that an enhanced disclosure carried out via the Disclosure & Barring Service (“DBS”) follow the Bichard vetting process and/or carry out current Overseas Police Checks as applicable

If a conviction is declared under this route or found through the checks as specified above [Provider] will determine whether the person should be held on the Supply List or put forward for interview. Where there is doubt [Provider] will seek the Council’s advice. Notwithstanding this should [Provider] not be satisfied as to the clearance of any individual it reserves the right not to supply such individual and/or carry out further checks to satisfy itself as to the suitability of the individual. In either case it will advise the Council. In the event if [Provider] on further checks is satisfied with the clearance of the teacher it shall notify the Council prior to supply to ensure that the Council is also satisfied. Should the Council be unhappy with the supply of a teacher following the further checks by [Provider] it shall notify [Provider] immediately. The Council will inform individuals who do not pass the clearance process in writing.

- (g) [Provider] will carry out the necessary checks in terms of General Teaching Council registration

3.2 Introduction of Teachers

3.2.1 [Provider] will only refer people who are eligible to work in the UK and ensure that overseas trained teachers (“OTT”)s gain English Qualified Teacher Status (“QTS”) within four years of commencing work within the United Kingdom

3.2.2 [Provider] shall when they have identified an appropriate teacher provide to the School:

- The teacher’s personal details name any restrictions to employment (see above)

- Position on Common pay Scale Resultant day rate

3.2.3 [Provider] shall issue teachers with identity cards approved by the Council for use in School

3.2.4 [Provider] will provide the teacher with sufficient details to enable him/her to attend the place of work with appropriate knowledge of the requirements of the post and the School environment This will be achieved through the production of Induction and Orientation booklets for each School in Shropshire

3.3 Within 5 working days of the start of the first placement of the teacher the provider will supply the Council's Employment Services Team with form 'Notification of Appointment' and form 'Confirmation of Starter' or any recording mechanism as defined by the Council from time to time

4. Conduct and Training

4.1 All teachers referred by [Provider] shall be informed that they must:

- arrive at School in good time to commence work and be appropriately dressed
- carry out the role for which they are engaged
- be prepared with appropriate schemes of work for the classes they are to teach where applicable
- mark work set
- leave the classroom tidy
- complete a classroom update report
- not disclose any information learnt through work with the School
- uphold the reputation of the School

Teachers on supply contracts will be expected to discharge their duties as if they are permanently employed These would include (but not be limited to:)

- playground duties
- staff meetings

- parents' evenings

[Provider] will make all teachers aware of these requirements at registration and when confirming an assignment

4.2 [Provider] will in consultation with existing Council training providers make its training courses available to all teachers registered on the supply list. Should any additional training specified by the School or the Council be required this will be provided by [Provider] on an individual basis.

4.3 The School will supervise the teacher to ensure compliance with reasonable standards of performance. If services provided by the teacher prove to be unsatisfactory [Provider] will make a reduction or cancel the charge provided notification (confirming in writing within 5 days) is received within 4 days of the teacher commencing work (or 24 hours for bookings of less than 1 week).

4.4 **General**

4.4.1 [Provider], the Local Authority and Schools shall comply with their Statutory Obligations with regards to referrals to the Independent Safeguarding Authority (ISA) in accordance with the Safeguarding Vulnerable Groups Act 2006.

4.4.2 The School shall take all reasonable precautions to ensure the health and safety of a teacher while on its premises. Prior to referral to [Provider] and the School will discuss any particular health and safety issues that may arise at any time including during the appointment process so that these can be communicated to all parties.

4.4.3 [Provider] will advise all teachers on placement and ensure that upon termination the teacher will return all documents or materials including IT records which may be in his/her possession or under his/her control. [Provider] will stipulate this requirement to all teachers.

5. **Placement of Staff (Long-Term Vacancies)**

[Provider] will receive the vacancy details either via e-mail, telephone, letter or fax

5.1 [Provider] will enter vacancy details on the database including job description School reason for cover anticipated contract length start date and any other additional relevant information Where [Provider] cannot source the required candidate or establish a recruitment timetable to the satisfaction of the School [Provider] shall inform the School within the times as set out in Shropshire Supply Teacher Service - User Guide for Schools

5.2 [Provider] shall:-

- Identify candidates and where appropriate draw up a short list and hold detailed discussions with those confirming their interest and assess their suitability for the placement
- Confirm that selected candidates have been checked in accordance with Clause 3 above and are cleared to work

6. **Response Times**

[Provider] shall ensure that within 30 minutes of notification by a School of their requirements that a detailed recruitment timetable will be agreed with the School

For an immediate booking [Provider] will provide details of a suitable candidate within 15 minutes of the vacancy being registered or will advise if no such candidate is available and offer suitable alternative(s) where these are available

7. **Agreement by the School**

When a teacher is placed with a School the School will receive confirmation of the individual start date and scale point. On the last working day of each month the School will be asked to sign the payroll claim form to confirm the number of days worked by each teacher supplied that month. This will form the basis of the payment to the teachers and the invoice to the School

8. **Contacts for Escalation**

On a day-to-day basis operational problems will be resolved between [Provider] and the Schools (eg response times issues on invoicing etc)

Where a matter cannot be concluded satisfactorily for both parties the Disputes procedure as specified at Clause 21 of the Agreement will apply

9. **Monitoring of Agency Teachers**

[Provider] will monitor all supply teachers in post:-

- **First Week**

At the start of each assignment [Provider] will check with the School on the progress of the teacher

[Provider] will also contact each teacher within the first 4 days of their appointment to ensure that the assignment has begun satisfactorily

For teachers undertaking day-to-day cover Schools will be contacted by [Provider] on a daily basis throughout the duration of the contract

For teachers undertaking longer-term cover Schools will be contacted by [Provider] on a weekly basis to ensure the teacher is performing satisfactorily

- **Termly (Long-Term Supply)**

[Provider] will carry out an assessment to ensure the suitability of the teacher for the placement [Provider] will complete an assessment form in discussion with the School

- **At Assignment Completion**

[Provider] will obtain a reference from the School on the performance of the teacher at the end of the placement

- **Exit Interviews**

On completion of each placement [Provider] will ensure that each teacher who has been engaged for 4 weeks or longer undergoes an exit interview and a record will be kept

Any matters of concern arising from the interview will be maintained by [Provider] with a summary report being provided to the Council

10. **Termination and Renewal of Teachers**

[Provider] will give the School reasonable notification of a teacher's termination during an agreed period of engagement. In this event [Provider]

shall take all such steps to ensure that a replacement teacher is available within the agreed response time as set out in the Shropshire Supply Teacher Service - User Guide for Schools

In the event that a teacher no longer wishes to remain on the supply list then the provider will notify the Employment Services Team of the removal of that individual from the list at the end of the month of removal. Such notification should arrive at the Employment Services Office no later than 5 working days from the start of the following month.

11. **Review of Service**

Nominated representatives from both the Council and [Provider] will undertake a review of the provision of the service on a termly basis throughout the term of this Agreement. The frequency of the review may be amended with the agreement of both parties. Where the Council wishes to make checks on any aspect of service provision [Provider] will make available all documentation provided 24 hours notice is given.

12. **Provision of Management Information to the Council**

In addition to consideration of operational issues [Provider] will provide to the Council the following monitoring/management information at the end of each term:

12.1 **Workforce**

Reports which provide a profile of the teachers within the service by age ethnic origin gender disability subject(s) sector qualification

12.2 **Assignments**

Numbers of assignments requested (by subject and sector) and outcomes in terms of whether they were filled and whether within the response time as well as whether filled as per original request or by an alternative to the original request

Number and duration of assignment(s) issued to each teacher and number of teachers who have not actively been engaged in any month

12.3 **Training**

- Number of courses provided and topics covered
- Numbers participating from each course by age gender disability ethnic origin
- Summary of training requested by Schools and supply teachers

12.4 **Recruitment**

- Summary of recruitment activities - what done
- Summary of numbers of new recruits introduced to the service - by subject sector and individual's postcode

12.5 **Finance**

- Summary of volume and cost by School
- Spend in the year to date by School

12.6 **Complaints**

- Summary of numbers received reasons and outcomes
- Timescales to resolve

12.7 **Standards of Equality**

- An analysis of unsatisfactory teachers from either [Provider's] view or as notified by Schools
- Summary of the surveys assessment forms performance references or exit interviews undertaken by [Provider]

The aforementioned list is not exhaustive and may vary by agreement between parties

13.0 **Payroll Deadlines**

To comply with the Council's payroll deadlines the Provider will supply completed Confirmation of Starter Form and form Notification of Appointment Form to the Employment Services Team, no later than the issued scheduled timetable which may be subject to change

14.0 **School Management Arrangements**

The provider will attend 6 monthly Primary and Secondary School Liaison meetings when requested by the Council



Tender Response Document

GMC 004 - PROVISION OF A MANAGED SUPPLY TEACHER

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council currently has 152 maintained schools and is seeking a flexible teaching recruitment agency that will recruit, place and manage all temporary teachers commissioned through this service by Shropshire schools.

The total volume of supply teachers employed in Shropshire maintained schools between April 2013 – Feb 2014 amounted to 4062 days

The Council is seeking a Contractor for this service who can:

- Operate from a base within Shropshire
- Set up and start the service from 1st September 2014
- Continue to enhance the positive working relationships with Shropshire Schools

The contract will be for an initial period of 2 years commencing on 1st September 2014 with the option to extend for a further period of up to 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED], Procurement Manager, on 01743 252993 or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must accompany the hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section H / Q 1.1	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section H / Q 2.1	Staffing Structure	For information only
Section H / Q 2.2	Vetting process	12% / 120 max marks
Section H / Q 2.3	Portfolio of candidates	7% / 70 max marks
Section H / Q 2.4	Compliance with Asylum & Immigration Act and the Immigration, Asylum and Nationality Act 2006	10% / 100 max marks
Section H / Q 2.5	DBS & ISA checks	10% / 100 max marks
Section H / Q 2.6	Continued Professional Development & Training	6% / 60 max marks
Section H / Q 2.7	Induction Programme	4% / 40 max marks
Section H / Q 2.8	Implementation plan	4% / 40 max marks
Section H / Q 2.9	Geographical area	6% / 60 max marks
Section H / Q 2.10	Social Value benefits	1% / 10 max marks
Total for quality		60% / 600 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full % available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

Price Evaluation and scoring

.Price will be evaluated by:

1. Using the 'Management Fee – Primary Schools' and 'Management Fee – Secondary Schools' tendered on Section H, question 1.1. Both fees will then be combined to reach a total price. This will be worth a maximum of 350 marks.
2. Using the charge to schools for temporary to permanent introductions tendered in Section H, question 1.2. Both charges will be combined to reach a total price. This will be worth a maximum of 50 marks.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of a managed supply teacher service

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of a managed supply teacher service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of)	
Date	

Section B:

Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>
1.5	Are you a Small or Medium Sized Enterprise (SME)	YES/NO

	*An SME can be defined as an enterprise which employs fewer than 250 people	
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been providing a managed supply teacher service ? <p style="text-align: right;">..... years</p>	
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the provision of a managed supply teacher service ? _____	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO
2.	Financial Details	

* *Why do we need to know this?*

Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.

How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)**
 Also provide copies of your last 3 years audited accounts.
 If audited accounts are not available please provide copies of your management accounts

<u>Company</u>			Account s Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2010/11	£.....	£.....	YES/NO
2011/12	£.....	£.....	YES/NO

(If exact figures are not available please provide your best estimate of the figures required)

2.2 Please show below your company’s turnover in the provision of **a managed supply teacher service**, in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Turnover in relation to managed supply teacher service
2010/11	£.....
2011/12	£.....

(If exact figures are not available please provide your best estimate of the figures required)

Section D:
Outstanding Claims and Contract Terminations

1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? YES/NO
1.2	If YES to 1.1 please provide further details.

2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.

Section E: Health & Safety and Equal Opportunities

1. Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).					
1.6	Do you routinely carry out Risk Assessments?	YES/NO				
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)					
1.8	Do you have a health and safety training programme for employees?	YES/NO				
1.9	If YES to 1.8 please state what training has been given.					
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO				
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES/NO				
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. Total					
	<table border="1"> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </table>		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
No. of accidents reported under RIDDOR last year						
No. of accidents reported under RIDDOR this year						

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	YES/NO
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; • Advance equality of opportunity between those who share protected 	

	<p>characteristics and those who do not;</p> <ul style="list-style-type: none"> Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES/NO

2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	YES/NO
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3.	Safeguarding of adults and children (for services where staff come into regular contact with children and adults)	
*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> “Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</p>	
3.1	Do you have a Safeguarding Policy or statement for safeguarding children?	Enclosed YES/NO
3.2	For information: our requests for references will include a question relating to your organisation’s record for safeguarding.	
3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed Status..... (For and on behalf of)</p> <p>Date</p>	

Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. (a Member of the Recruitment and Employment Federation) or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
				Date of Expiry/Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

Section H: Tender Schedule

1.	Pricing Schedule											
1.1	<p>We would anticipate a daily management fee for Primary and Secondary placements. Please insert your management fee below:</p> <p>Management Fee (daily rate per teacher per day) – Primary Schools £</p> <p>Management Fee (daily rate per teacher per day) – Secondary Schools £</p>	350 max marks										
1.2	<p>Temporary to Permanent Introductions</p> <p>Please indicate what level of introductory fee you would expect to charge</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Teacher in post on contract:</th> <th style="text-align: left;">Charge to school:</th> </tr> </thead> <tbody> <tr> <td>Up to 1 term</td> <td></td> </tr> <tr> <td>1.5 – 2 terms</td> <td></td> </tr> <tr> <td>2.5 – 3 terms</td> <td>No charge</td> </tr> <tr> <td>3 terms +</td> <td>No charge</td> </tr> </tbody> </table>	Teacher in post on contract:	Charge to school:	Up to 1 term		1.5 – 2 terms		2.5 – 3 terms	No charge	3 terms +	No charge	50 max marks
Teacher in post on contract:	Charge to school:											
Up to 1 term												
1.5 – 2 terms												
2.5 – 3 terms	No charge											
3 terms +	No charge											
1.3	Please list all other costs associate with the provision of this service	For Info Only										

2. Tender Specification Response																						
2.1	<p>Please detail the proposed staffing structure (include managers and admin) that you will need to provide the service.</p> <table border="1" data-bbox="284 297 1273 611"> <thead> <tr> <th data-bbox="284 297 770 331">Post</th> <th data-bbox="770 297 1273 331">Hours</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Post	Hours																			For info only
Post	Hours																					
2.2	<p>Please provide full details of the vetting process that your organisation carries out in respect of supply teachers including pre-employment checks and suitability</p>	120 max marks (weighting of 12)																				

2.3	What recruitment drives are in place to ensure your organisation provides a comprehensive portfolio of candidates in all areas of Shropshire.	70 max marks (weighting of 7)
2.4	Please confirm how you ensure compliance with the Immigration, Asylum and Nationality Act 2006 in relation to a candidates right to work in the UK	100 max marks (weighting of 10)

2.7	Please provide details of your induction training programme for new teaching staff	40 max marks (weighting of 4)
2.8	If you were successful how would you ensure that your organisation is ready to provide the service by 1 st September 2014 (please detail you implementation plan / timetable etc.).	40 max marks (weighting of 4)

2.9	Please confirm that you are able to provide your service throughout the geographical area of the County of Shropshire. If so, please explain how you would service the whole County	60 max marks (weighting of 6)
2.10	Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services	10 max marks (weighting of 1)

GMC 004 – MANAGED SUPPLY TEACHER SERVICE

Confidentiality Undertaking Regarding TUPE

[Date] 2014

[NAME]

Your ref: **GMC 004**

Our ref: *

Dear **XXXXXX**,

We have taken legal advice in this matter and anticipate preparing a tender on the basis that the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 and the EC Acquired Rights Directive 23 of 2001 may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Tender
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Tender and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF

Signature (as in Form of Tender)

Duly authorised to sign for and on behalf of the Tenderer (print full name and address of Tenderer)

Please return to procurement@shropshire.gov.uk, Procurement & Contracts Team, Shropshire Council, Shirehall, Abbey Foregate, SY2 6ND



[Redacted]

Protocol Education Ltd
1st Floor
Waterloo House
31 Waterloo Road
Wolverhampton
WV1 4DJ

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 11th June 2014

personal & commercial info

Dear [Redacted]

GMC 004 - PROVISION OF A MANAGED SUPPLY TEACHER SERVICE

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 23rd June 2014.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework/contract after the expiry of the standstill period.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 60% and price for 40% of the total marks.

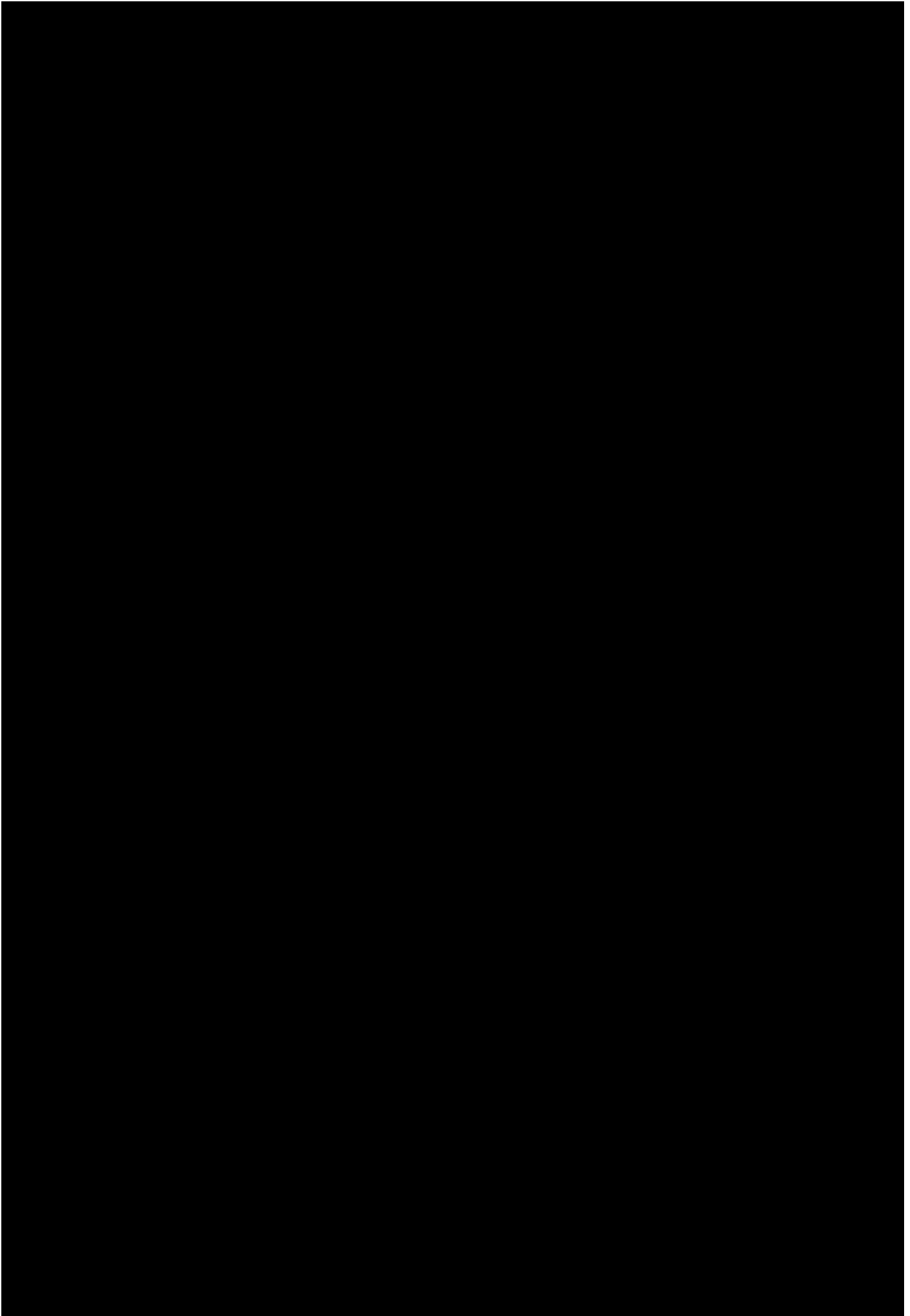
We can confirm that your tender received the following scores and ranking:-

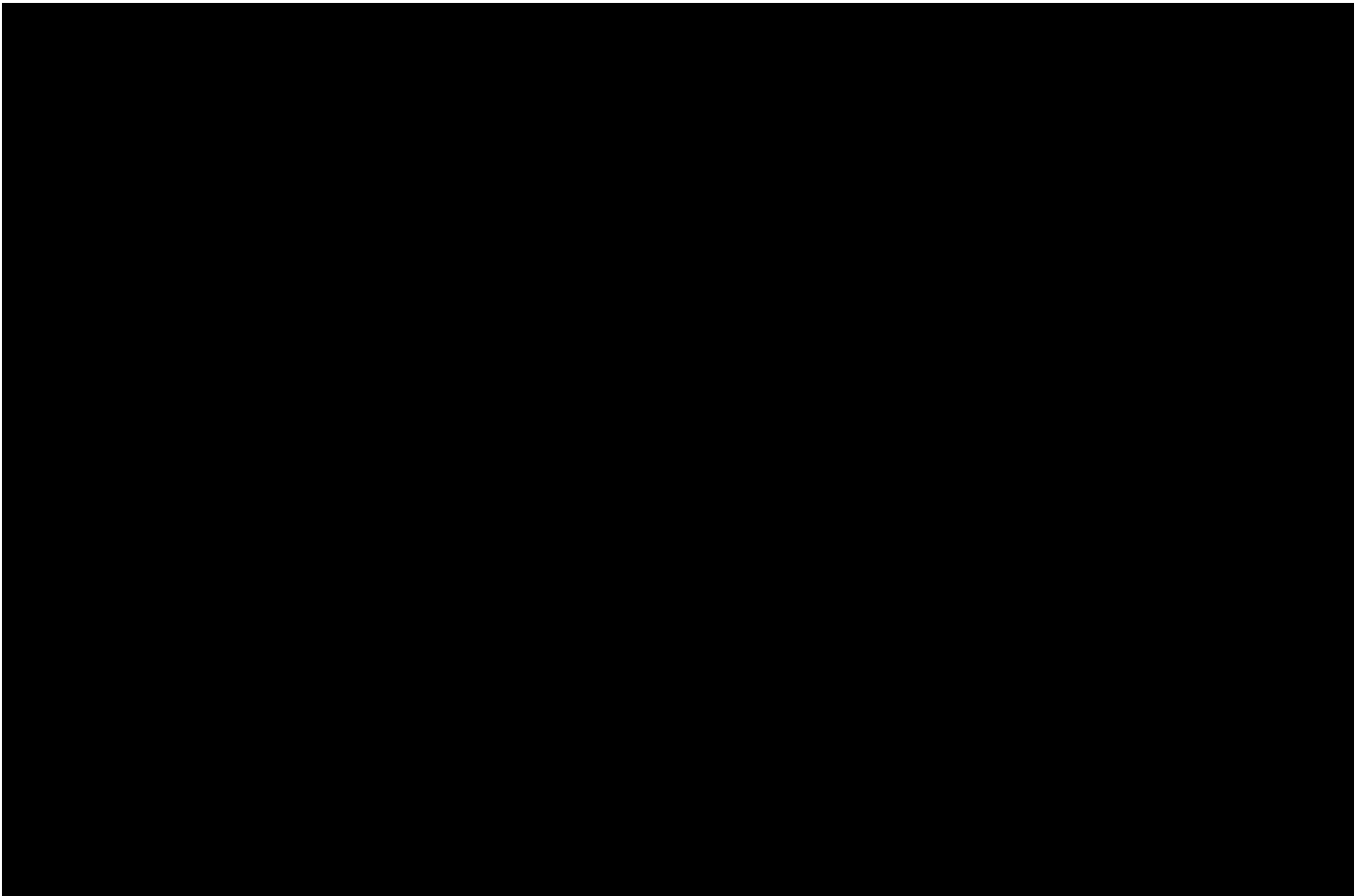
Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 3 tenders received)
Price 1 (out of 350 marks)	[Redacted]	[Redacted]	[Redacted]
Price 2(out of 50 marks)	[Redacted]	[Redacted]	[Redacted]
Quality (out of 600 marks)	[Redacted]	[Redacted]	[Redacted]
Overall	[Redacted]	[Redacted]	[Redacted]



commercial info

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-





We will be in touch with you again at the end of the standstill period.

Yours faithfully

