

# **Request for Quotation (RFQ)**

## for Consultancy in respect of

**[identification of requirement]**

**Ref [XXX]**

Issue Date:

Closing Date: (Date/Time)

Charnwood Borough Council

Southfield Road

Loughborough

Leicestershire

LE11 2TN

[Tel ………………..]

[E-mail: Insert Departmental email address]

**Note to supplier - All pages, as issued must be returned within your Quotation submission. Please do not remove any pages from this Quotation document as all pages, method statements, supporting documents and appendices will form the final contract.**

# **CONTENTS**

1 Preamble

2 Specification

1. Business Section Questionnaire
2. Legal Obligations

5 Pricing Schedule

6 Conditions of Contract

1. Definitions and Interpretation
2. Form of Contract
3. Council’s Responsibilities
4. Consultant’s Responsibilities
5. The Consultant’s Personnel
6. Charges and Payment
7. Indemnity and Insurance
8. Ownership Rights
9. Statutory Requirements
10. Confidentiality
11. Publicity
12. Termination
13. Variations
14. Assignment
15. Waiver
16. Force Majeure
17. Arbitration
18. Law
19. Abnormally low tenders
20. Data Processing
21. Modern Slavery, Child Labour and Inhumane Treatment

7 Supporting Information

8 Payment Details

9 Business Section Questionnaire Declaration

10 Contract Conditions Acceptance

11 Articles of Agreement

12 Collusive tendering Certificate

13 Supplier Contact Information

14 Community Support

# **1 - PREAMBLE**

**GENERAL REQUIREMENTS**

Quotations are invited for Consultancy in respect of [identification of requirement].

The Council’s detailed requirements are defined in the Specification.

**BACKGROUND TO THE BUSINESS REQUIREMENT**

Provide a general overview of the contract requirements

**SUBMISSION OF QUOTATION**

Quotations should be received **by post** no later than [time and date], with any queries, submitted electronically via email [Insert Departmental email address] by no later than **[Insert date] - leave sufficient time to allow the Council to respond no less than six business days before the tender return date]**

|  |  |
| --- | --- |
| [Name] | [Tel] |
| [Job title] | [Departmental Email] |
| [Your Department Name]  Charnwood Borough Council  Southfield Road, Loughborough  Leicestershire  LE11 2TN | |

In addition to two paper copies of the tender documentation you should include

an electronic version (Memory Stick), based in Microsoft Word or Excel, within

your tender return envelope. Addressed as below or use the label we include

with the documents.

Quotation for [identification of requirement]

Return Date and Time

Head of Service/Contract Compliance Officer

Charnwood Borough Council

Southfield Road

Loughborough

Leicestershire

LE11 2TN

stamp

**or use the label we include with the documents.**

The Consultant’s attention is specifically drawn to the date and time for receipt of tenders and no submission received after the closing date will be considered

You may seek clarification on any of the points contained in the quotation documents, by contacting the named person via e-mail [insert departmental e-mail address], by no later than **[Insert date] - leave sufficient time to allow the Council to respond no less than six business days before the tender return date]**

When returning your quotation please ensure that:

* all documentation is properly completed and enclosed with your quotation.
* the deadline by which the quotation must be returned is complied with.

### **No quotation will be considered which is late or incomplete - for whatever reason.**

All Consultants shall keep their respective quotation valid and open for acceptance by the Council until the expiry of 90 calendar days from the deadline for the receipt of quotations.

**PROCUREMENT TIMETABLE**

This procurement is intended to follow the time-line below:

|  |  |
| --- | --- |
| 1 Request for Quotation Issued | Insert Date |
| 2 Last request for documents | Insert Date |
| 3 Last date for clarifications | Insert Date and Time |
| 4 Response to clarifications provided | Insert Date |
| 5 Deadline for Quotation Responses | Insert Date and Time |
| 6 Quotation Evaluation | Insert Date |
| 7 Standstill period **(not mandatory for RFQ)** | Insert Date – Insert Date |
| 8 Contract Awarded | Insert Date |
| 9 Initial Project Meeting | Insert Date |

Please note the Council(s) reserves the right to amend this timetable and steps following the deadline for Quotation responses are provided for indicative purposes only.

**EVALUATION OF QUOTATIONS**

The Council are not bound to accept the lowest or any Quotation. The Council also reserve the right to accept the whole or any part of any Quotation submitted.

The Council will check each Quotation initially to make sure it has kept to the

Rules of the RFQ.

The Council reserve the right to seek clarification from any of all of the Tenderers

during the evaluation period. This may be in writing or by means of a clarification

meeting. This is to help the Council to consider the Quotations.

The Council may decide to interview Tenderers or hold clarification meetings to

help in our Tendering process. The Council will notify Tenderers of this in due

course.

The Council will evaluate Quotations against the award criteria set out below.

# The Council(s) will accept the quotation which is most economically advantageous, i.e. a balance between cost and quality.

As part of the Quotation submission we are seeking written submissions on how the individual elements of this contract will be delivered as well as a pricing submission. The overall Quotation will be evaluated against the written response (quality) based on experience, and general approach as well as the tender sum (price). We intend scoring each submission on a [insert criteria…i.e. 50/50] basis with [insert figure %] of the available scores being awarded for the quality answers and [insert figure %] awarded for price

**PRICE**

The [insert figure %] for price will be allocated on the basis of [insert figure] points going to the lowest tender price with each other tender receiving a reduction in the [insert figure] points in relation to how close their tender was ( a tender 10 % higher will receive 10% or [insert figure] points less – so [insert figure] not [insert figure])

**QUALITY**

The quality elements will be scored by a panel and will receive a maximum of [insert figure] marks, it may be possible that all responses are judged equal and receive the same score therefore leaving price as the deciding factor, however it may be that the lowest tender is not the chosen tender if the quality questions are judged to be variable in answers. The [insert figure] for Quality will be allocated on the basis of [insert figure] points going to the highest scoring tender with each other tender receiving a reduction in the [insert figure] points in relation to how close their tender was (a tender with a quality score of 10 % lower will receive 10% or [insert figure] points less – so [insert figure] not [insert figure]

The following quality questions will form part of your tender submission and count for a total of [insert figure] quality marks. The table below provides a summary of how marks are broken down across these areas:

|  |  |
| --- | --- |
| **Quality:** |  |
| *If appropriate, criteria B) e.g. Experience* | *%* |
| *If appropriate, criteria C) e.g. References* | % |
| *If appropriate, criteria D) e.g. Method Statement* | % |
| *If appropriate, criteria E) e.g. Project plan* | % |
| *If appropriate, criteria F) e.g. Environmental questions* | % |

The quality element of supplier’s quotations will be scored using the following scale of awarding marks between 1 and 10:

|  |  |
| --- | --- |
| 0-3 | Completely unsatisfactory response – limited or no relevant information. Respondent would have serious difficulty delivering the required standard. |
| 4 | Fair response – Respondent would only meet some of the requirements of the contract some of the time. |
| 5-6 | Acceptable response – Respondent would be likely to meet basic contract standards but further work required to ensure standards are met consistently. |
| 7-8 | Good response – clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards. |
| 9-10 | Excellent response - clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards and includes robust and deliverable proposals to provide additional benefit to the Council. |

**If a score of 3 or less is given for any method statement the bid will be deemed to be non-compliant, will fail the tendering evaluation and will not be considered further.** **For any tenders so excluded, that tenderer’s price shall be excluded from the ‘price’ evaluation.**

**CONSULTANT CHECKLIST**

Consultants should ensure that they have completed the following sections before returning their quotation responses:

|  |  |
| --- | --- |
| **SECTION HEADING** | **COMPLETED?** |
| **Section 3 – Business Section Questionnaire** | 🞏 |
| **Section 4 – Legal obligation** | 🞏 |
| **Section 5 – Pricing Schedule** | 🞏 |
| **Section 7 – Supporting Information (Parts A, B, C, D, E, F & G)** | 🞏 |
| **Section 8 – Payment Details** | 🞏 |
| **Section 9 – Declaration** | 🞏 |
| **Section 10 – Contract Conditions Acceptance** | 🞏 |
| **Section 11 – Articles of Agreement** | 🞏 |
| **Section 12 – Collusive tendering Certificate** | 🞏 |
| **Section 13 – Consultant’s Contact Information** | 🞏 |

It is important that all sections are completed as failure to do so may result in your quotation not being considered.

Contract documents

Any resulting Contract will consist of:

* + the Contract Particulars in the form enclosed (to be filled in with relevant project-specific details following award) but not changed in other respects;
  + the Standard Terms and Conditions;
  + the specification
  + the successful Tender.
  + the Pricing Schedule
  + Supporting documents, consisting of:-

Section 3 – Business Questionnaire

Section 4 – Legal Obligations

Section 7 – Supporting Information Parts A, B, C, D, E, F & G (if applicable to contract))

Section 8 – Payment Details

Appendices - Appendix A – GDPR & Appendix B – Exit Management Plan (buyer delete/amend as required)

* Legal declarations, consisting of:-

Section 9 – Declaration

Section 10 – Contract Conditions Acceptance

Section 11 – Articles of Agreement

Section 12 – Collusive tendering Certificate

Section 13 – Consultant’s Contact Information

The Contract will be subject to English law and the exclusive jurisdiction of the English courts.

**Consultants who do not wish to offer a quotation following receipt of this opportunity are requested to advise the Council’s named contact of this as soon as possible.**

**Important notice**

The Council have issued this Request for Quotation (RFQ) to interested Tenderers, to allow them and their professional advisers to prepare a Quotation for this Contract and for no other purpose.

The Council give this RFQ and any other documentation that the Council send to Tenderers for this Quotation process, on the basis that they remain the Council’s property and Tenderers must treat the contents as confidential. If Tenderers are unable or unwilling to keep to this rule they:

* must destroy this RFQ and all associated documents at once; and
* must not keep any electronic or paper copies.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this RFQ process without getting the Council’s written agreement first. This includes the Council’s agreement on the format and content of any publicity.

This RFQ is made available in good faith. The Council give no warranty as to the accuracy or completeness of the information contained in it. The Council also disclaim any liability for any inaccuracy or incompleteness. The Council reserve the right to cancel the Quotation process at any point. The Council are not liable for any costs resulting from any cancellation of this Quotation process or for any other costs that Tenderers may incur by Quoting for this Contract.

Tenderers will be deemed to fully understand the processes that the Council must follow under relevant European and UK legislation, particularly The Public Contracts Regulations 2015 and the Public Contracts (Amendment) Regulations. 2009.

# **2 - SPECIFICATION**

**This section relates to the Technical Specification and should be completed by the Service manager/lead Officer responsible for the contract. It should not be completed by the Procurement team.**

**The headings below are simply an indication of areas that need to be considered and should not be considered as exhaustive.**

[Insert Contract Length and intended Start Date; include any Extensions which may apply]

[Insert Aim]

[Insert Output / Objectives]

# [Insert Timetable]

## [Insert Services Included / scope]

[Insert Monitoring Arrangements]

# [Insert Supporting Documents available that should be referred to]

[Insert Deliverables]

[Insert Critical Issues: e.g. implementation, scope and technical]

[As a general rule, it is important that specifications are drafted so that they are ‘fit for purpose’ and meet the business needs of the Council. However, it is important that specifications are not ‘gold plated’ as specifying additional requirements which are not essential will result in the authority incurring extra costs.]

**Council Policies**

In addition to the services outlined in the specification, the Contractor shall comply with all Council policies and codes of practice, links to policies are detailed below: -

**Health and Safety Policy:**

<https://www.charnwood.gov.uk/pages/health_and_safety_policy_statement>

**Equal Opportunities Policy:**

<https://www.charnwood.gov.uk/files/documents/equal_opportunities_statement/CBC%20Equalities%20Policy%20Statement%202014%20%20Final.doc>

**Charnwood Customer Service Charter:** <https://www.charnwood.gov.uk/files/documents/52_cbc_customer_charter_oct_2011_css/5.2%20CBC%20Customer%20Charter%20-%20Oct%202011%20CSS.pdf>

**Environmental Policy**

<https://www.charnwood.gov.uk/files/papers/cab_22_october_2015_item_11_environmental_policy/Cab%2022%20October%202015%20Item%2011%20Environmental%20Policy.pdf>

**Safeguarding policy**

<http://www.charnwood.gov.uk/pages/safeguarding_children_and_young_people>

**IMPORTANT PLEASE READ FIRST:**

# **3 - Business Section Questionnaire**

**Bidders must answer these questions in complete honesty.**

**The Council may decide to question further into these areas**

**Should the Council discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.**

**Award criteria and disqualification**

**All questions in this section are mandatory and will be deemed pass/fail.**

**If a fail is achieved for any of the business questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore the council will disregard the bid and subsequent sections of the tendered response will not be evaluated.**

**1. FINANCIAL INFORMATION**

* 1. Please confirm whether your turnover is at least the minimum of twice the annual estimated value of this contract. The estimated annual value of this contract is **£xxx**  **Yes/No**

***Bidders who answer 'No' will fail the Business Section***.

**2. INSURANCE**

The Council has reviewed its current policy regarding insurance covers and requires all contractors to provide the following:-

Employer's Liability £10 million

Public Liability £10million

Professional Indemnity cover £1 million

2.1 Please confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award?

Yes have levels of cover already and will continue to for this contract

No but will provide the Council's level of cover if awarded the contract

No have not got cover and will not provide the Council's required level of cover

***Bidders who cannot provide this level of cover will fail the Business section.***

**3. ENVIRONMENT**

3.1Do you have an environmental policy? If so please provide a copy of your environmental policy – ***label as 3.1***

**Yes/No/Not Applicable**

Bidders who answer 'Yes' and provide a copy of the policy will Pass, Bidders who answer ‘No’ and have 5 or more employees will fail the business section. If you are a sole trader or a business with less than 4 staff please select 'N/A' which will qualify as a Pass.

***Bidders who answer ‘Yes’ to having an Environmental Policy will only receive a Pass if a copy of the policy is provided.***

**4. PROFESSIONAL & BUSINESS STANDING**

4.1 Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons? **Yes/No**

***Bidders who answer 'Yes' will fail the Business Section***

4.2 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud? **Yes/No**

***Bidders who answer 'Yes' will fail the Business Section***

4.3 Does your organisation hold all relevant licences and memberships for this contract required by law? **Yes/No**

***Bidders who answer 'No' will fail the Business Section***

**5. DISPUTES**

5.1 Has your organisation had any judgement made against it in relation to similar contracts in the last three years? **Yes/No**

***Bidders who answer ‘Yes’ please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.1, no more than 400 words per contract description.***

5.2 Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it? **Yes/No**

***Bidders who answer ‘Yes’ please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.2, no more than 400 words per contract description.***

**IMPORTANT PLEASE READ FIRST:**

# **4 – Legal Obligations**

**Bidders must answer these questions in complete honesty.**

**The Council may decide to question further into these areas**

**Should the Council discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.**

**Award criteria and disqualification**

**All questions in this section are mandatory and will be deemed pass/fail.**

**If a fail is achieved for any of the Legal Obligation questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore the council will disregard the bid and subsequent sections of the tendered response will not be evaluated.**

**1. LEGAL OBLIGATIONS**

1.1 Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010? **Yes/No**

***Bidders who answer 'No' will fail the Legal Obligations Section.***

1.2 Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.

Yes I have a Statement

Organisation has less than 5 staff

No Statement & 5 or more staff

***Please note that answering 'No statement & 5 or more staff’ will***

***result in bidders automatically failing the Legal Obligations Section.***

1.3 Does your organisation comply with the Health and Safety at Work Act 1974? **Yes/No**

***Bidders who answer 'No' will fail the Legal Obligations Section***

1.4 Suppliers that employ 5 or more staff are legally required to have a written Health and Safety Policy & Risk Assessments. Please confirm if you have a policy and Assessments or less than 5 staff

Yes I have a Policy and Risk Assessments

Organisation has less than 5 staff

No Policy and Risk Assessments & 5 or more staff

***Please note answering 'No policy and Risk Assessments’ and 5 or more staff' will result in bidders automatically failing the Legal Obligations section.***

1.5 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of slavery, servitude, forced or compulsory labour, child labour or an offence in human trafficking and other forms of trafficking in human beings within the last five years

**Yes/No**

***Bidders who answer ‘Yes’ to question 1.5 will automatically fail the Legal Obligations schedule.***

1.6 In accordance with the Modern Slavery Act 2015 all organisations carrying out business within the UK, with a total annual turnover of £36m or more are required to produce a slavery and human trafficking statement for each financial year.

Please confirm if your organisation has an annual turnover of £36m or more          **Yes/No**

If you answered yes to the above question please confirm that you are compliant with the annual reporting requirements contained within Section 54 of the Act 2015? **Yes/No**

***Bidders who answer ‘No’ to question 1.6 and who have an annual turnover of over £36m or more will automatically fail the Legal Obligations schedule. Bidders who answer yes to question 1.6 will be asked to provide evidence of the annual report upon award of contract.***

**Buyer – the council has a legal responsibility to ensure that contractors that work directly or indirectly with vulnerable people meet with Safeguarding requirements. Please refer to document titled ‘Guidance for Safeguarding provisions’ to establish whether or not a safeguarding policy is required to deliver this contract. Only remove this question if a safeguarding policy is not required.**

1.7Do you have a Safeguarding policy?

Yes have safeguarding policy

No but will comply with CBC’s safeguarding policies pending development of your own safeguarding policy and procedures prior to award

No have not got a safeguarding policy and will not comply with the Council's policy

***Bidders who answer ‘Yes’ to having an Safeguarding Policy will only receive a Pass if a copy of the policy is provided – label as 1.7***

***Bidders who answer ‘No but will comply with CBC’s safeguarding policies prior to award’ please provide a method statement that details your proposed methodology to ensure compliance with, and the promotion of the principles contained in the CBC Safeguarding Policies and Procedures as well as the development of your own safeguarding policy– label as 1.7.***

# **5 - PRICING SCHEDULE**

[Where appropriate, insert a schedule against which the Tenderer can price, including whole life costings, e.g. labour costs; travel costs; additional costs which may apply.].

Prices are to be submitted in Pounds Sterling and exclusive of VAT. It should be assumed that all the requirements under the specification should be included in the costing proposal.

*Note – You may adjust the size of the following text boxes to suit your response.*

##### Costs

The costs should be broken down into components with a full description of each component and its associated costs. [For simple services, it may be more appropriate to remove this costing break-down table and request a straight forward all-inclusive one-off cost]

|  |  |
| --- | --- |
| **Service component description** | **Costs (£)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total Costs (£) \*** | **£** |

\* No additional costs will be considered by the Council(s) unless these are clearly stated in the pricing schedule response.

Please confirm you agree to the [12] month fixed price period

Yes  No

**6 – CONDITIONS OF CONTRACT**

**Note to supplier - All pages, as issued must be returned within your Quotation submission. Please do not remove any pages from this Quotation document as all pages, method statements, supporting documents and appendices will form the final contract.**

1 DEFINITIONS

1.1 Commencement Date means …………… [date]

1.2 Consultant means the person, persons or company whose enquiry has been accepted by the Council and who accordingly enters into the Contract to supply the Service;

1.3 Contract means the agreement between the Council and the Consultant for the execution of the Service, including these Conditions, the Specification and any other documents incorporated by reference therein;

1.4 Contract Period means, subject to herein contained, the period from the Commencement Date to the …………. [date]

1.5 Contract Representative means the person appointed pursuant to Condition 5.1 who is to represent the Consultant;

1.6 Council means Charnwood Borough Council and any successor authority to the Council or other body to which all or part of any functions relevant to the provision of the Service may be transferred;

1.7 Service means the Service to be provided by the Consultant in accordance with the Contract and detailed in the Specification and includes any modifications or variation pursuant to the same.

1.8 Specification means the document so entitled which describes the Service to be provided by the Consultant in accordance with the Contract and includes any variation thereto made in pursuant to Condition 13.

2 FORM OF CONTRACT

2.1 The Consultant shall be deemed to have satisfied itself as to the accuracy and sufficiency of the price stated by the Consultant in its Tender which shall cover all the Consultant’s obligations under the Contract and shall be deemed to have obtained for itself information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Consultant’s Tender and the operation of the Contract.

2.2 Any reference in the Specification to contact with, liaison, reporting or other action in relation to various Directorates, Departments or Divisions of the Council shall be deemed to refer to any successor or assignee substituting therefore or replacing whether temporarily or permanently the same and so notified from time to time by the Council.

2.3 Following the formation of a binding agreement, no deletion from, addition to or variation of these Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

2.4 It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving any rights, privileges, powers or enforceability other than to the specific parties executing this document as defined herein and their successors (if any), and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefore are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

3 COUNCIL RESPONSIBILITIES

Unless otherwise specified in the Contract:

3.1 The Council shall provide such reasonable and necessary facilities as shall been agreed with the Consultant to enable the Consultant to provide the Service.

3.2 The Council’s Contract Manager shall be (insert the council’s contract manager’s name) or such other person or persons nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract or any constituent part thereof.

3.3 The Contract Manager shall have the power to issue instructions to the Consultant on any matter relating to the provision of the Service and the Consultant shall comply therewith.

4 CONSULTANT’S RESPONSIBILITES

4.1 The Consultant shall from the Commencement Date provide the Service throughout the Contract Period to the Council with reasonable and proper skill, care and diligence with good faith and to the performance requirements of this Contract in accordance with best professional practice having regard to and showing familiarity with the constraints imposed on local authorities in the performance of their statutory duties in relation to the Service taking into account the policy and other requirements of the Council including but not limited to its Council Procedure Rules and any Codes of Practice and Standards (national or local) applicable thereto.

4.2 The Consultant shall in the provision of the Service comply with all rules, requirements and obligations whether statutory or otherwise applicable to any use by the Consultant of premises occupied by the Council and equipment or materials therein or otherwise generally arising from the provision of the Service.

4.3 The Consultant shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other consultant or sub-contractor employed directly or indirectly by the Council and shall provide the Service in harmony with and at no detriment to any other service provided by or on behalf of or to the Council. If the Consultant defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council or the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Consultant under this Contract or shall be recoverable from the Consultant by the Council as a debt.

4.4 If the Consultant is unable or fails to provide the Service or any part thereof in accordance with the requirements on Condition 4.1, the Council may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the Consultant under this Contract or shall be recoverable from the Consultant by the Council as a debt. The Council’s rights under this Condition shall be without prejudice to any other rights or remedies which it may possess.

5 THE CONSULTANT’S PERSONNEL

5.1 The Consultant shall appoint a senior person as Contract Representative empowered to act on behalf of the Consultant for all purposes connected with the Contract. Such appointment or any further appointment shall be subject to the approval in writing of the Council. The Contract Representative shall not be replaced without prior written approval of the Council (such approval not to be unreasonably withheld). Any notice, information, instruction or other communication given to the Contract Representative shall be deemed to have been given to the Consultant.

5.2 The Consultant shall forthwith give notice in writing to the Contract Manager of the identity, address and telephone numbers of any person appointed as the Contract Representative and of any subsequent appointment.

5.3 The Consultant shall ensure that, at no additional cost to the Council, the Contract Representative or a competent deputy, duly authorised by the Consultant to act on its behalf, is available to be contacted by the Contract Manager at all times during the Council’s usual working day hours.

5.4 The Consultant shall, prior to the Commencement Date, supply to the Contract Manager the names of managers and other personnel engaged in and about the provision of the Service and shall throughout the Contract Period keep the Council informed of any changes in such managers and other personnel within 7 days of such change.

5.5 The Consultant’s personnel employed in and about the provision of the Service shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Consultant shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Service and in particular:

(i) the task or tasks such person has to perform;

(ii) all relevant provisions of the Contract and related functions of the Council;

(iii) all relevant policies, rules, procedures and standards of the Council;

(iv) all relevant rules, procedures and statutory requirements concerning health and safety.

5.6 The Contract Manager shall, upon giving notice in writing, have the power to require the Consultant to remove from the provision of the Service any personnel of the Consultant specified in such notice including the Contract Representative. The Consultant shall forthwith remove such personnel from the provision of the Service and shall immediately provide a replacement unless the Council determines otherwise.

5.7 The Council shall in no circumstances be liable either to the Consultant or to such personnel in respect of any costs, expense, liability, loss or damage occasioned by such removal and the Consultant shall be liable to the Council in respect of any claim made by such personnel.

6 CHARGES AND PAYMENT

6.1 The prices and rates tendered shall in all cases be exclusive of VAT and shall include all costs of providing the Service howsoever incurred whether primary or support functions including specifically but without limitation the costs of all labour, equipment, information technology, accommodation, heating, lighting, materials, purchasing and maintaining vehicles and equipment, all normal office costs (including but not limited to costs of telephone calls, letters, typing, photocopying time, filing time, postage) general training and personnel costs, holiday entitlements, professional subscriptions, library costs, travelling time and expenses, waiting time, disbursements (subject to any detailed provisions listed in the Specification), all accounting and banking systems and services, production of reports and copy documents, attendance at meetings, anything incidental or ancillary to the foregoing and all costs, charges, expenses and outgoings of whatever nature incurred by the Consultant in performing its obligations under the Contract other than specifically provided therein.

6.2 The Consultant shall render an invoice to the Council.

6.3 Subject to the proper provision by the Consultant of the Service the Council shall make due payment within 30 days of receipt of the invoice by the Council.

6.4 Notwithstanding Sub-Clause 6.3 above, the Council reserves the right to withhold payment against any invoice which is not in accordance with the Contract or which covers or purports to cover the Services which have not been provided in accordance with the Contract and shall notify the reasons to the Consultant in writing forthwith.

6.5 Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract:

(i) Provisions having the same effect as conditions 6.1- 6.4 of

this Agreement; and

(ii) A provision requiring the counterparty to that

Sub-Contract to include in any Sub-Contract which it

awards provisions having the same effect as conditions

6.1-6.3 of this Agreement.

6.6 In condition 6.5, “Sub-Contract” means a contract

between two or more Consultants, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement

7 INDEMNITY AND INSURANCE

7.1 The Consultant shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other Contractors against all reasonably foreseeable, legally enforceable and properly mitigated: liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, however arising, whether in contract, tort or otherwise, directly out of, or in the course of, or in connection with the negligent provision of or failure to provide the Service or the breach by the Consultant of any provision of the Contract. For the avoidance of doubt the Consultant’s liability to indemnify the Council pursuant to this Condition on account of loss or of damage to any property or any nature whatsoever includes a liability to reimburse the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property.

The Consultant’s liability and indemnity to the Council arising under this Condition shall be without prejudice to any other right or remedy available to the Council.

7.2 Without thereby limiting their responsibilities under Sub-Clause 7.1 each party shall insure with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of its obligations under the Contract and against all actions, claims, demands, costs, charges and expenses in respect thereof. Documentary proof of such insurance cover shall be made available on demand by either party.

7.3 Nothing in the Contract shall purport to exclude or restrict the liability of the Consultant for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-consultants.

7.4 The Consultant’s maximum liability under this Contract, except for death or personal injury (for which liability shall not be limited), in contract, tort (including negligence) or otherwise in connection with this Contract shall not exceed £1,000,000 (one million pounds) in respect of any Loss. “Loss” here means the aggregate of all losses or damages including interest thereon (if any) and any costs (including legal costs) suffered or incurred, directly or indirectly by the Council and any related party under or in connection with this Contract or the project generally. Neither party shall have any liability to the other for loss of profit, indirect or consequential loss.

8 OWNERSHIP RIGHTS

8.1 Copyright and all other intellectual property rights in original work done in performance of the Service shall belong to and vest in the Council.

8.2 The Consultant shall fully indemnify the Council against all damages (excluding consequential damages), costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement in the United Kingdom of copyright arising from the provision of the Service by the Consultant.

9 STATUTORY REGULATIONS

9.1 The Consultant shall in all matters arising in the performance of the Consultant conform with all Acts of Parliament and with all orders, regulations and byelaws made with statutory authority by Government Departments or by local or other Authorities which are applicable to the Contract.

9.2 In the event that the Council necessarily incurs costs to which it would not otherwise be liable due to the Consultant’s failure to comply with any law or any order, regulations or bylaw having the force of law, the amount of such costs shall be reimbursed by the Consultant.

10 CONFIDENTIALITY

10.1 The Consultant shall keep confidential all information of the Council obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the Council.

10.2 The Consultant shall divulge confidential information only to those employees who are directly involved in the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

11 PUBLICITY

The Consultant shall not, without the prior written consent of the Council, advertise or publicly announce that it is undertaking the Service.

12 TERMINATION

12.1 The Council shall have the right to terminate the Contract forthwith if the Consultant is in breach of contract and does not rectify such breach within fourteen (14) days of receipt of notification in writing or such longer period as may be agreed.

12.2 If the Consultant shall become insolvent or bankrupt or have a receiving order or administration order made against it or compound with its creditors or being a corporation commence to be wound up not being a members’ voluntary winding up for the purpose of reconstruction or amalgamation or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the Council shall be at liberty to terminate the Contract forthwith by notice in writing to the Consultant.

12.3 The Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

(i) The Agreement is subject to a substantial modification which requires a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 (“the Regulations”);

(ii) It can be demonstrated that the Consultant has, at the time of contract award been in one of the situations referred to in Regulation 57(1) of the Regulations including as a result of the application of Regulation 57(2) of the Regulations and should therefore have been excluded from the procurement procedure;

(iii) It can be demonstrated that this Agreement should not have been awarded to the Consultant in view of a serious infringement of the obligations of Treaties and the Public Contracts Directive of the EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

For the purposes of this clause 12.3, the terms “Treaties” and “Public Contracts Directive” shall have the meaning given to them in the Regulations.

12.4 Termination of the Contract shall not prejudice any rights of the Council which accrue up to and including the date of termination.

13 VARIATIONS

The Council may, at any time, by written notice, request the Consultant to make any reasonable alteration to the Service (herein referred to as a ‘Variation’). In the event of a Variation being required, the Council shall instruct the Consultant to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Service. The Consultant shall respond within fourteen (14) days from receipt of the Council’s instructions or such other period as may be agreed.

14 ASSIGNMENT

The Consultant shall not assign any of their obligations under the Contract which are personal.

15 WAIVER

No delay, neglect or forbearance on the party of the Council in enforcing against the Consultant any term or condition of the Contract shall either be deemed to be a waiver or in any way prejudice any right of the Council under the Contract.

16 FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party’s reasonable control, providing that the other party is notified in writing of these circumstances as soon as possible.

17 ARBITRATION

Save in respect of Termination pursuant to Clause 12 (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the Council is stated to be absolute any dispute or difference which may arise between the Council and the Consultant in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Consultant or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

18 LAW

Unless otherwise agreed in writing between the parties, the Contract shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction or the Court of England.

19 ABNORMALLY LOW TENDERS

If, for a given contract, tenders appear to be abnormally low in relation to the goods, works or services, the council shall, before it may reject those tenders, investigate the elements of the tender which it considers to be unsustainable. If the council’s investigations determine the bid to be unsustainable, the council may reject the tender from the process.

20.   DATA PROCESSING

20.1  Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clauseis in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this Clause, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

20.2  The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Supplier is the Data Processor. Appendix A (GDPR) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

20.3  Without prejudice to the generality of Clause 20.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

20.4  Without prejudice to the generality of Clause 20.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a)  process that Personal Data only on the written instructions of the Authority (as set out in Section 2 -Specification and Appendix A (GDPR)unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is so required, it shall promptly notify the Authority before processing the Personal Data, unless prohibited by the Applicable Laws;

(b)  ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c)  not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

1. the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
2. the Data Subject has enforceable rights and effective remedies;

(iii)  the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv)  the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

(d)  notify the Authority immediately if it receives:

1. a request from a Data Subject to have access to that person’s Personal Data;
2. a request to rectify, block or erase any Personal Data;

(iii)  receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

(e)   assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f)   notify the Authority immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

(g)   at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;

(h)  maintain complete and accurate records and information to demonstrate its compliance with this Clause 20 and allow for audits by the Authority or the Authority’s designated auditor

20.5 The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier’s obligations under this Clause 20.

20.6 Where the Supplier intends to engage a Sub-Contractor pursuant to Clause 6 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

(a)  notify the Authority in writing of the intended processing by the Sub-Contractor;

(b)  obtain prior written consent to the processing;

(c)  ensure that any Sub-Contract imposes obligations on the Sub Contractor to give effect to the terms set out in this Clause 20.

20.7  Either party may, at any time on not less than 30 Working Days’ written notice to the other party, revise this Clause 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

20.8 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

21. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

21.1.1 The supplier shall ensure that all work carried out by its staff or Sub-contractor staff is voluntary and workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.

21.1.2 The Supplier shall not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour.

21.1.3 The supplier shall ensure that its Staff and Sub-contractor Staff shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas in both home and host countries.

21.1.4 The supplier shall not confiscate or withhold staff identity documents or other valuable items, including work permits and travel documentation as a means to force staff employment or to restrict their freedom of movement.

21.1.5 The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world and that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

21.2 The supplier shall:

21.2.1 make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

21.2.2 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions where applicable;

21.2.3 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

21.2.4 shall not use, nor allow its employees or Sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-contractors;

21.2.5 Shall not use the threat of physical abuse, sexual violence, harassment and intimidation against an employee’s or sub-contractor’s family members, or close associates.

21.2.6 shall not use or allow child or slave labour to be used by its Sub-contractors;

21.2.7 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the authority, the Buyer and Modern Slavery Helpline.

**Staff payment**

21.3 The Supplier shall:

21.3.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment and shall be provided all legally mandated benefits;

21.3.2 ensure that all Supplier Staff are provided with written Information in a language that they understand about their employment conditions in respect of wages, the particulars of their wages for the pay period concerned each time that they are paid, working hours and other working and employment conditions before they enter employment.

21.3.3 Wage payments shall be made at regular intervals and directly to staff, in accordance with national law, and shall not be delayed, deferred, or withheld.

21.3.4 Only deductions, advances, and loans authorised by national law are permitted and shall only be taken with the full consent and understanding of staff.

21.3.5 All staff shall retain full and complete control over their earnings.

21.3.6 not make deductions from staff wages:

(a) as a disciplinary measure

(b) to keep workers tied to the employer or to their jobs

(c) without expressed permission of the worker concerned;

21.3.7 record all disciplinary measures taken against its staff; and

21.3.8 ensure that Supplier Staff are engaged under a recognised employment

relationship established through national law and practice.

**Staff hours of Work**

21.4 The Supplier shall:

21.4.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

21.4.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

21.4.5 All overtime shall be purely voluntary, unless part of a legally recognised

collective bargaining agreement.

21.4.6 Supplier staff shall not be required to work overtime under the threat of penalty, dismissal, or denunciation to authorities, a disciplinary measure, or for failure to meet production quotas.

21.4.7 The supplier will ensure that the use of overtime is used responsibly, taking into account:

(a) the extent;

(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Staff as a whole;

21.4.8 The total hours worked in any seven day period shall not exceed 60 hours, working hours may only exceed 60 hours in any seven day period in exceptional circumstances where all of the following criteria are met:

(a) this is allowed by national law;

(b) this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and

(c) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

21.4.9 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Staff Freedom of movement:

21.5.1 The supplier shall ensure that staff’s freedom of movement shall not be unreasonably restricted, staff shall not be physically confined to the workplace or any related premises, nor should a mandatory residence in employer-operated facilities be made as a condition of employment

21.5.2 The supplier shall ensure that staff are not subjected to coercive or any other means or behaviour to restrict staffs’ freedom of movement or personal freedom.

**Contract Particulars**

1 Commencement Datemeans the [Date]

2 Contract Period [Number of months/years]

At the Council’s sole and exclusive option the Contract Period may be extended for [insert number of periods] further periods of [insert number of months] months, in which case, for the purpose of the Contract, the Contract Period shall be deemed to apply to such extended period. If the Council intends to take up the option, the Contractor shall be notified in writing no less than (insert number of months) months before expiry of the initial Contract Period prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

3 The Authority's Contract Representative [Council Officer Name].

4 The Supplier's Contract Representative: [Name].

5 Data Processing schedule – (N/A) or (See appendix A - (GDPR))

6 Exit Management Plan – (N/A) or (see Appendix B – Exit Management plan (buyer the Exit Management & GDPR appendices can be found in the ‘templates and documents page’ of the procurement toolkit)

# **7 - SUPPORTING INFORMATION**

*Note – You may adjust the size of the following text boxes to suit your response.*

##### SECTION A Company Details

A-1 Company Name &

Registered office

A-2 Registration Number

A-3 No. of Employees

A-4 If the Company is a member of a group of companies; give the name and address of the ultimate holding Company.

**SECTION B Experience of the Company**

B-1 Please provide a brief history of the Company and its evolution.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as B-1***

B-2 Please provide an overview of the range of services that the company supports. ***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as B-2***

B-3 Company and Management Structure

Please detail your company and management structure.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as B-3***

B-4 Curricula Vitae

Please provide CVs of the key consultants that you are proposing to commit to this contract should it be awarded to your company.

B-5 Qualifications of Consultants

Please detail the qualifications of the consultants who would be working on this contract.

**SECTION C References**

Please provide details of two contracts that your organisation has held

that are **relevant** to the authority's requirements as stated in the

specification.

Please include:-

* Customer organisation
* Customer contact name
* Customer e-mail address and phone number
* The date of contract award and finish
* Contract Value
* The names of any subcontractors/consortium members utilised.
* Brief Contract description (no more than 100 words per contract description)

Please label your response as C.1 & C.2.

**SECTION D Proposed Working Methods**

D-1 Method Statements

Please provide method statements that describe, in some detail, the work methodology that the chosen consultant will use to carry out the work. This should include the processes to be used to prepare the report, present the proposals and how you will ensure that relevant stakeholders are involved.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as D-1***

**D-2 Assumptions**

Please detail the assumptions that have been made about the Council’s management of, and input to, this piece of work, including time commitment.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as D-2***

**SECTION E Project Plan**

E-1Please detail your proposed project plan (including resources and timescale).

Weekly checkpoint reports, providing a high-level status summary of progress to date, will be required. The exact detail of these and additional formal reporting requirements will be clarified during the interview stage.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as E-1***

E-2 Please identify key milestones.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Council Timetable** | **Consultant Timetable** |
| Closing date for Quotation | Buyer Insert Date | Buyer Insert Date |
| Interviews for short listed firms (**if required**) | Buyer Insert Date | Buyer Insert Date |
| Initial briefing on appointment | Buyer Insert Date | Buyer Insert Date |
| Project commences | Buyer Insert Date | Buyer Insert Date |
| *Consultant – please insert details of proposed milestone* |  | Insert Date |
| *Consultant – please insert details of proposed milestone.* |  | Insert Date |
| *Consultant – please insert details of proposed milestone.* |  | Insert Date |
| Issue Final Report to Officers | Buyer Insert Date | Buyer Insert Date |

Following agreement, time-scales will be incorporated into the Agreement for the provision of the Services.

**SECTION F Environmental Responsibility**

Charnwood Borough Council has made a commitment to reduce its environmental impact and carbon emissions. National schemes such as the Carbon Reduction Commitment could see all Local Authorities charged per tonne of excess carbon dioxide emitted in the atmosphere as a result of direct and outsourced services and activities. To enable us to manage this risk:

F-1 - Please indicate the measures you employ to minimise your organisations carbon footprint and environmental impact, and enhance environmental and social benefits and how these practices will be applied to the delivery of this service. Please indicate the actions in reference to the following areas as appropriate to your submission. ***Response to be no more than (X) sides of A4 font size Arial 12, please label your response as F-1***

* Community Engagement
* Energy & Water Management
* Local Purchasing
* Transport & Air Quality
* Waste & Recycling
* Design & Manufacturing
* Biodiversity & Open Spaces
* Managing flood risk
* Staff Engagement

(Buyer delete any of the above environmental bullet points which are not relevant to the business service area)

**SECTION G Any Other Information**

Please indicate here any other information which you consider may be relevant to support your submission.

***Response to be no more than [X] sides of A4 font size Arial 12, please label your response as G-1***

**8 – PAYMENT DETAILS**

The Council’s standard payment terms are 30 days from receipt of invoice following completion of the required services.

Please show any specific payment requirements against key milestones: **[note to buyers delete this box (only) if not required i.e. if you intend to pay part payment on delivery of milestones]**:

|  |  |
| --- | --- |
| Invoice submitted on evidence of Milestone | % payment |
|  |  |
| On delivery of final report to officers | % payment |
| Total | 100% |

Payment is by BACS.

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No invoices will be accepted from any Contractor without an official written order from the Council and the order number in full being quoted on all invoices.

**IMPORTANT**

All invoices for Charnwood Borough Council should be addressed to:

The Payments Section

Charnwood Borough Council

Southfield Road

Loughborough

Leicestershire

LE11 2TU

**And emailed directly to** [**payments@charnwood.gov.uk**](mailto:payments@charnwood.gov.uk) **failure to do so may lead to a delay in payment.**

**9 – Declaration**

|  |  |
| --- | --- |
| I DECLARE THAT TO THE BEST OF MY KNOWLEDGE THE ANSWERS SUBMITTED IN THE BUSINESS SECTION QUESTIONNAIRE AND IN THE LEGAL OBLIGATIONS SECTION (AND ANY SUPPORTING MODULES) ARE CORRECT. I UNDERSTAND THAT THE INFORMATION WILL BE USED IN THE EVALUATION PROCESS TO ASSESS MY ORGANISATION’S SUITABILITY TO TENDER FOR THE AUTHORITY’S REQUIREMENT. SHOULD THE COUNCIL DISCOVER ANY DISCREPANCIES OR THAT I HAVE BEEN DISHONEST WITH THE ANSWERS THIS WILL RESULT IN THE ORGANISATION TO WHICH I HAVE COMPLETED THIS QUOTATION FOR, BEING REJECTED FROM THE TENDER PROCESS OR IF AWARDED A CONTRACT WILL HAVE THE CONTRACT TERMINATED WITH IMMEDIATE EFFECT AND NO COST INCURRED TO THE COUNCIL. **SIGNATURE IS MANDATORY, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DEEMED NON COMPLIANT WHICH WILL RESULT IN YOUR BID BEING DISQUALIFIED FROM THIS TENDERING PROCESS.** | |
|  | Name: |
|  | Position (Job Title): |
|  | Date: |
|  | Telephone number: |
|  | Signature: |

**10 – CONTRACT CONDITIONS ACCEPTANCE**

Contract for Provision of [identification of requirement].

**To Charnwood Borough Council**

I/we the undersigned DO HEREBY UNDERTAKE to provide the Service upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature ...............................................................

## *Duly authorised agent of the Supplier*

(Electronic/typed signatures are acceptable)

Position held ...............................................................

Name and Address ...............................................................

of Supplier

...............................................................

...............................................................

...............................................................

Dated ...............................................................

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

**11 – ARTICLES OF AGREEMENT**

This CONTRACT is made the of

Between Charnwood Borough Council of Southfield Road, Loughborough LE11 2TN (“the Council”) the one part and Insert your company name here of the other part

WHEREAS

1. The Council wishes to have provided the Service set out in the attached Terms and Conditions and has appointed the Supplier for the supplying of this Service; and
2. The Supplier is willing to provide such Service/s in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Supplier as follows:

1. The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Services;
2. The Supplier shall provide the Service/s in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

IN WITNESS WHERE OF the parties here to

|  |  |
| --- | --- |
| SIGNED for and on behalf of the Council |  |
| Print Name and Address |  |
|  |  |
| SIGNED for and on behalf of the Council |  |
| Print Name and Address |  |
|  |  |
| In the presence of - Signature: (Council Officer) |  |
| Print Name and Address |  |
|  |  |
| SIGNED for and on behalf of the Supplier |  |
| Print Name and Address |  |
|  |  |
| In the presence of – Signature (Supplier Officer): |  |
| Print Name and Address |  |
|  |  |

**12 – Certificate of Non-collusion and Non-canvassing**

# Certificate of Non-collusion and Non-canvassing

[Description of Services (the ’Contract’)

To: Charnwood Borough Council

Date:

For the attention of: [Procuring Officer]

**Note to Organisation: As a public body it is important that the Council receives genuine competitive offers from Tenderers, and that all Tenderers act in a manner that is honest and reflects best practices. Tenderers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.**

Statement of Non-canvassing

I/We certify the following.

I/we hereby certify that I/we have not canvassed any member, director, employee or adviser of the Council in connection with this Tender and the proposed award of the Contract by the Council and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, director, employee or adviser of the Council in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my behalf, or advising me/us, will do any such act. I/we agree that the Council may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

**Statement of Non-collusion**

The essence of the public procurement process for selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

1. enter into any agreement or agreements with any other person that they shall refrain from tendering to the Council or as to the amount of any offer submitted by them; or
2. inform any person, other than the Council of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
4. commit any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. offer or agree to pay or give or actually pay or give 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 performance of the Project covered by the Tender any act or omission.

In this Certificate, the word ’person’ includes any person, body or association, corporate or incorporate and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Council may, in its consideration of the offer, and in any subsequent actions, rely upon the statements made in this certificate.

Signed

Name

Position

For and on behalf of [Insert your company name here]

**13 – SUPPLIER’S CONTACT INFORMATION**

Name of person to whom any

Queries relating to this quotation

Should be addressed

Telephone/Mobile

Email

Address

(Only if different from the

Registered Office address stated

in Section 7)

**14 Community Support**

Charnwood Borough Council is committed to supporting Armed forces personnel and veterans as part of the Armed Forces Covenant, a scheme which encourages understanding and awareness of the issues affecting veterans and their families within the local community.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant for businesses, pledging their support for the Armed Forces community.

1. The Armed Forces Covenant is a promise by the nation that those who serve or have served in the Armed Forces, and their families, are treated fairly. It encourages organisations to develop a mutually-beneficial relationship with members of the Armed Forces community, including those who work in their business or access their products or services.

2. Through the Covenant, businesses confirm publicly that they recognise the value serving personnel, Regular and Reservists, veterans and military families contribute to our country and that they will endeavour to uphold the key principles of the Armed Forces Covenant, which are:

* no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizens.
* in some circumstances special treatment may be appropriate especially for the injured or bereaved.

3. Businesses of all sizes can sign the covenant to pledge support across a range of important areas of activity, including recruitment and retention of reservists and cadet force adult volunteers; employment of Service leavers; and spousal/partner employment.

4. Guidance on the various ways you can demonstrate your support through the Armed Forces Covenant can be found [here](https://www.armedforcescovenant.gov.uk/get-involved/). A Covenant pledge template can be [downloaded here](https://www.gov.uk/government/publications/corporate-covenant-pledge)

Any queries should be addressed to the Covenant Team by email to:

[AFCovenant@rfca.mod.uk](mailto:AFCovenant@rfca.mod.uk).

5. Please be advised that Paragraphs 1 – 4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

For more information regarding Charnwood Borough Council’s commitment to The Armed Forces covenant please refer to our website <https://www.charnwood.gov.uk/pages/support_for_the_armed_forces> or contact our Armed Forces Community Covenant Development Officer [Victoria.coomber@charnwood.gov.uk](mailto:Victoria.coomber@charnwood.gov.uk)