

I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the contract below:

Wigan Council - Security Guarding and Personnel

1. What are the contractual performance KPI's for this contract?
[See attached Invitation to Tender Doc for detail of service requirements.](#)
2. Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages • Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date • Start date & duration of framework/contract?
[31 bidders submitted tenders. The Council only discloses the name of the winning bidder, in this case Sector Security Services.](#)
[Contract Start Date: 3rd September 2020](#)
[Contract End Date: 2nd September 2024 \(if optional extensions are used\)](#)
[Contract spend to date: £252,019.02](#)
3. Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?
[Tender Document attached.](#)
4. Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?
[There are three 12-month extensions available.](#)
5. Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?
[The contract will be extended to its full term.](#)
6. Who is the senior officer (outside of procurement) responsible for this contract?
[Dave Lyon, Assistant Director Environment and Housing Repairs](#)



ENVIRONMENT DIRECTORATE:

Provision of Security Guarding & Personnel at
Wigan Council Depot, Makerfield Way, Ince, Wigan,
WN2 2PR

Period: 4 years

(With Annual Reviews)

THE CHEST TENDER REFERENCE – DN467047

INVITATION TO TENDER

TENDER INFORMATION AND INSTRUCTIONS

Once completed please submit the ITT Questionnaire to Wigan
Council together with supporting documentation via ProContract
(formerly 'The Chest')

<https://procontract.due-north.com>

DEADLINE FOR SUBMISSION

09:00 hours 27 March 2020

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INVITATION TO TENDER

You are invited to tender for the provision of Security Guarding under the terms and instructions set out in this document.

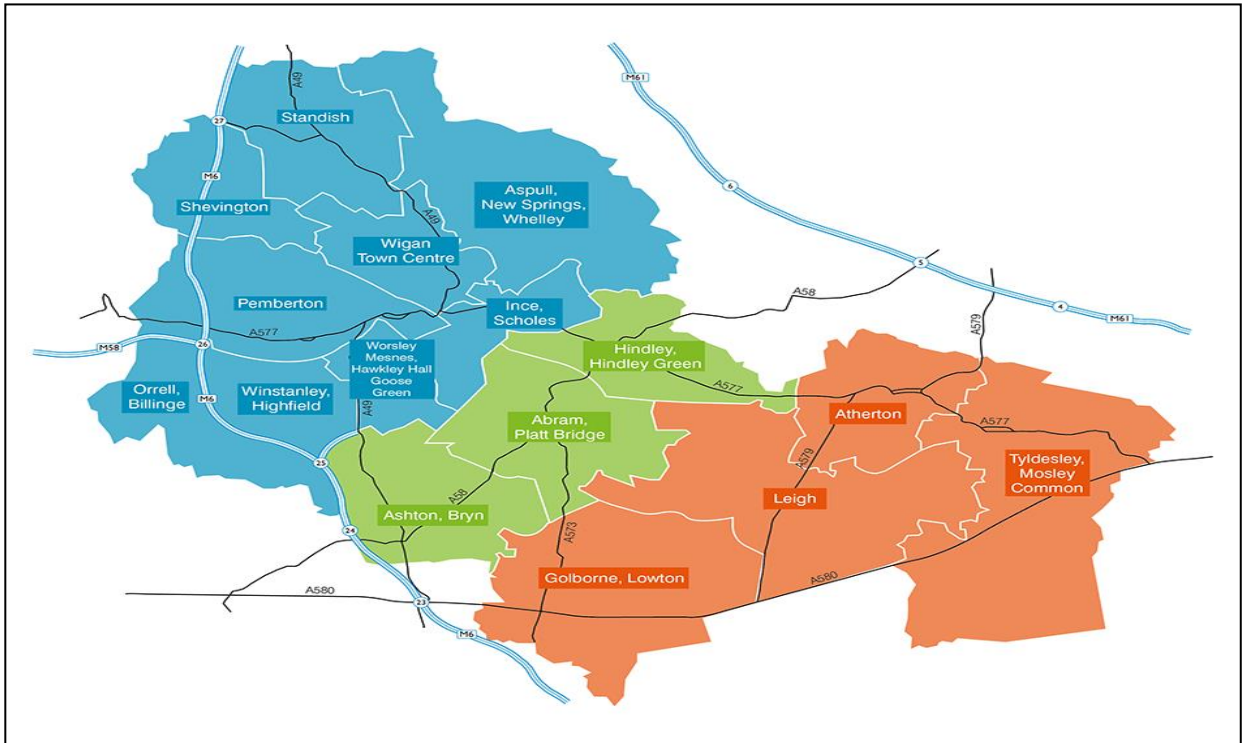
1. BACKGROUND AND INFORMATION

1.1 Wigan Council

Wigan is a metropolitan borough of Greater Manchester and is the most north western in Greater Manchester. It has borders with other Greater Manchester boroughs, Cheshire, Merseyside and Lancashire.

With a growing population estimated at 317,800 people, it is also the 9th largest metropolitan borough in England covering an area of 77 square miles (200 km²), surrounded by the motorway network including the M6, M58, M61 and in close proximity to the M60 and M62.

The geographical overview below demonstrates the localities and places within the borough.



Our Town - Localities are how Wigan Council group areas together to help deliver an efficient service.

The Deal 2030

The Deal 2030 provides a unifying strategy for the whole of the borough to make it the best possible place to live and work over the coming decade.

It was created after the biggest ever consultation undertaken by Wigan Council called The Big Listening Project, which visited 83 locations across the borough, spoke to 6,000 people directly and collated 10,000 brilliant ideas.

The Deal 2030 focuses on three key elements of our borough between now and 2030, which are **Our People, Our Place** and **Our Future**. As part of this strategy there are 10 priorities for the Council, and they are:

| | |
|--|--|
| ▪ Best start in life for children and young people | ▪ Embracing culture, heritage and sport |
| ▪ Happy healthy people | ▪ Economic growth that benefits everyone |
| ▪ Communities that care | ▪ A well-connected place |
| ▪ Vibrant town centres | ▪ Confidently digital |
| ▪ An environment to be proud of | ▪ A home for all |

1.2 Depot Information

Makerfield Way Depot is a 43 hectare, multi service site guarded 24/7 with a CCTV system.

Although always open to change the site accommodates or supports core council services such as:

- Waste & Recycling collection,
- Fleet maintenance,
- Environmental Enforcement and Education,
- Property maintenance,
- Combined Stores,
- Streetscene
- Housing Repairs
- Infrastructure maintenance (including Highways, Street lighting & Sign shop),
- Integrated Community Equipment Store,
- Integrated Transport Vehicles,
- Metrofresh,
- Mail Vehicles,
- Heritage Store, and
- Trading Standards.

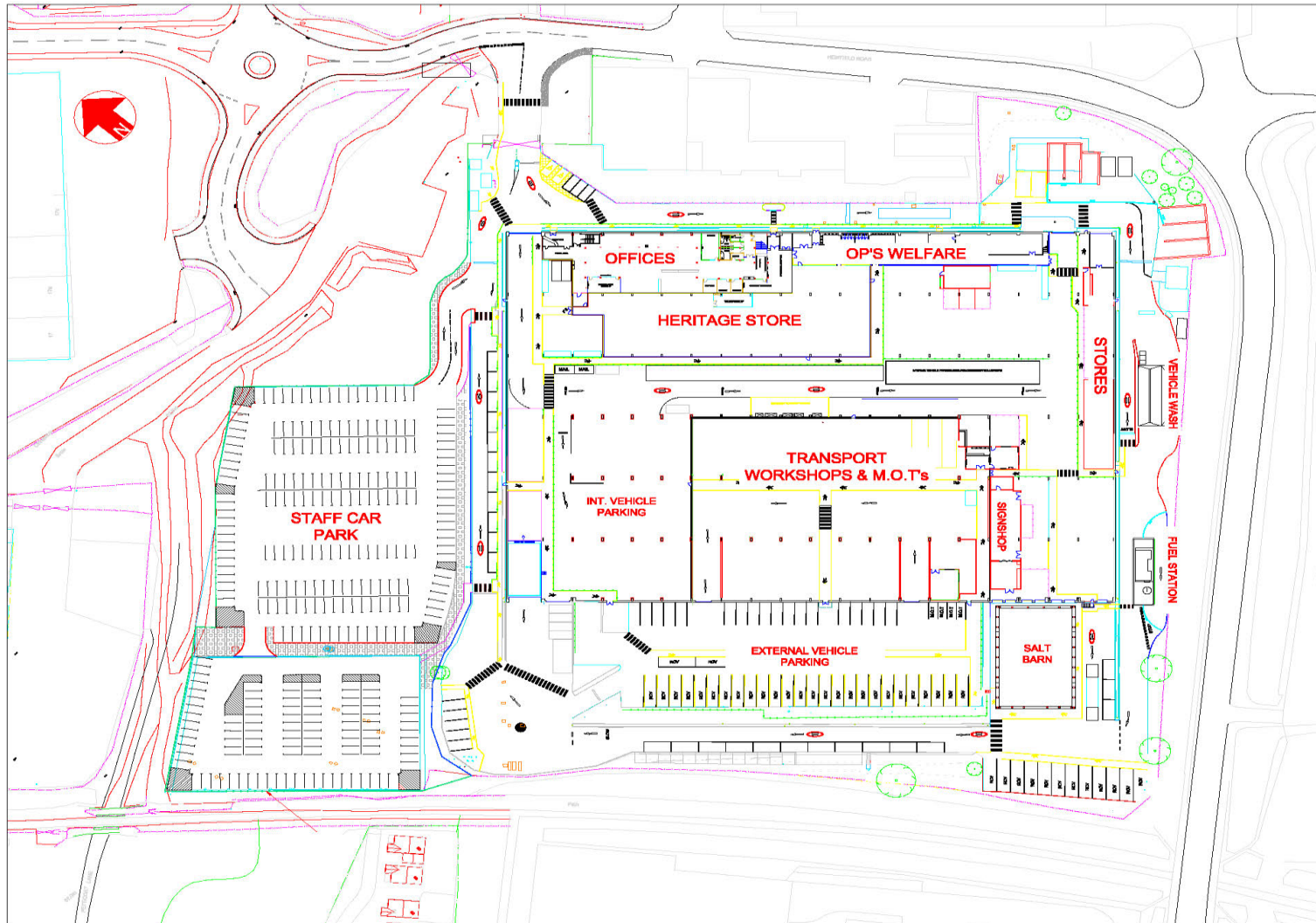
In addition, the depot accommodates the Borough's Ring and Ride service.

At any given time, upwards of 700+ staff and 400+ vehicles can be operational around the depot each and every day. In addition, the site is busy on a daily basis with other pedestrian and vehicle movements from visitors, sub-contractors and vehicles (mainly taxi's) for MOT's.

The depot has within its operations; a vehicle wash, fuel station, weighbridge, waste / skips area and a large Loader / Shovel.

Large parts of the depot are under full hi-visibility work wear rules.

Makerfield Way Depot - Site Plan



PLACES DIRECTORATE - INFRASTRUCTURE
Wigan Council,
Makerfield Way Depot
Makerfield Way, Ince

- Site Masterplan
 Area Locations

DRAWING NUMBER
H/DEPOT/03Z

| | |
|-----------------------------|-------------------|
| DRAWN: TS | CHECKED: |
| DATE: 13/08/2013 | SCALE: 1:500 @ A1 |
| DRAWING STATUS: INFORMATION | |

Wigan Council
 Gillian Bishop
 Corporate Director
 Places Directorate
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 WN1 1NJ
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 Fax: (01942) 404210

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 Ordnance Survey 100018578

| REV | AMENDMENTS | DATE | CHK |
|-----|------------|------|-----|
| | | | |

Drawing No: H/DEPOT/03Z

2. SERVICE REQUIREMENTS

Timings

The Council are considering a number of delivery options for its future security provision.

These options are:

Option 1 - is based on the provision of a contracted 131 hours per week, which will be worked over a 24/7 seven-day week period alongside the in-house security officer (who works 37 hours per week Monday – Friday).

Normal hours of contracted guarding:

| | |
|-------------------|---------------------------------------|
| Monday – Thursday | 1330 hours – 0600 hours each day |
| Friday - Monday | 1300 hours Friday – 0600 hours Monday |

Additional hours will be required to cover Wigan Council employed security guard holidays and sickness.

Option 2 - is based on the provision of a contracted full time 168 hours per week, 24/7 seven-day week period for 365 days per annum.

Option 3 - is based on the provision of a contracted 67.5 to 85 hours per week, which will be worked over a 24/7 seven-day week period alongside the in-house security officer (who works 37 hours per week Monday – Friday).

Normal hours of contracted guarding:

| | |
|-------------------|------------------------------------|
| Monday – Friday | 1300 hours – 2030 up to 2700 hours |
| Saturday - Sunday | 0530 hours - 2030 up to 2700 hours |

Additional hours will be required to cover Wigan Council employed security guard holidays and sickness and to provide a call out key-holder option for the Council.

Option 4 - is based on the provision of a contracted 105 to 122.5 hours per week, which will be worked 0530 hours – 2030 up to 2700 hours seven-day week period for 365 days per annum.

Additional hours will be required to provide a call out key-holder option for the Council.

Service Delivery

Whilst not an exhaustive list, with Wigan Council retaining the option to amend requirements, the following service requirements are expected of security guarding at Makerfield Way Depot:

- Provide a highly visible guarding service to maintain depot integrity, including yard patrols, checking the sites buildings, utilising the sites CCTV system and checking vehicles entering the site.
- The security barriers MUST remain in the closed position at all non-busy times and access controlled by the officer at the barrier. Busy times are deemed to be 0545 hours to 0900 hours and 1430 hours to 1645 hours, where Officers are required to stand by the barrier if the egress barrier is left in the 'open' position.

- Act as first line physical presence on the site and when necessary challenge individuals who are deemed not to have authorisation to enter or be present on the site.
- Ensure that the depot barrier is not left without cover during core operational times and at all other times e.g. site patrols, the gates are be closed and locked.
- To act as the greeter for all visitors and contractors by being polite, courteous and helpful, along with directing them accordingly to their meeting points and designated areas of work, along with ensuring any persons that need to sign the visitor log, do so prior to entering.
- Monitor and authorise entrance of and departure of employees, visitors, and other persons to guard against theft and maintain security and safety of the premises.
- Direct and ensure adherence to designated parking areas by all depot users, notifying the relevant manager of any non-compliance.
- Control vehicles entering the premises by using the control barrier and gate in line with the operating procedures and stop any vehicle deemed not to have any authorisation and instruct accordingly, along with advising them to adhere to the site rules including speed limits, direction of travel and hi-visibility wearing requirements of all non-Council / Council officer vehicles entering the depot.
- Officers are to advise all pedestrians entering the site of their responsibility to adhere to the designated walkways and hi-visibility wearing requirements - all failures to comply with this instruction should be reported to site management.
- Officers are to ensure cyclists entering the site are eligible to enter the site and do so in a safe manner.
- Officers are to ensure that private owned vehicles are directed to the car park and do not permit them to travel around the depot or within the inside of the depot, unless the destination contact e.g. ICES store has been contacted and accept the visitor.
- Officers are to operate and use the loudspeaker system as an additional deterrent when necessary.
- At operationally busy times, when large volumes of vehicles are entering and leaving the site (in particular between the hours of 0545 to 0900), be present outside of the security cabin and undertake traffic management to ensure safe movement of vehicles and pedestrians.
- Officers are to brief Taxi drivers arriving for vehicle MOT on the road rules within the depot and instruct on any diversion due to works (including the use of the large loader / shovel), along with communicating with the loader / shovel operation (over the radio), when vehicles need to pass.
- Officers will be informed of changes to access permissions to the depot by either the Wigan Council employed security guard, the Depot Manager or a Service Manager.
- Officers are to assist any disabled visitors or depot staff where required to the reception and ensure the relevant depot personnel are informed of their arrival.
- Officers are to ensure that only disabled (blue badge) drivers or approved personnel / visitors park in the spaces across from the depot reception.

- Outside the normal sites working hours Officers are to communicate with their company control centre or Wigan Council's CCTV monitoring suite (Central Watch) when it is necessary to report a security incident or in an emergency contact the police. Officers MUST NOT contact the Wigan Council's Depot Manager or Service Managers.
- Support site management in the event of fire evacuation procedures being activated or any planned fire drills.
- At conclusion of the tour of duty ensure that all buildings and the depot yard are checked, prior to undertaking the checks the access/exit route gates to the site are to be closed and secured – during winter maintenance season the early evening shut down check is to be delayed until the last gritting vehicle has left the depot.
- Open up and/or lock up all buildings at the start and end of each working day as and when required.
- Outside the normal sites working hours undertake hourly external yard patrols and accurately log these events along with any notable incidents
- To ensure safety of officers and full security coverage of the site employing contractors are to utilise patrol point technology and ensure their officers contact their control room at the start and end of their duty and every hour past 1900 hours.
- All officers on duty should contact the Depot Manager or out of hours their company control centre or Wigan Council's CCTV monitoring suite (Central Watch) prior to any patrols or conducting any activity on site.
- Officers are to divert the security cabin telephone to the mobile security phone whenever they are away from the security cabin.
- Exchange all necessary information/intelligence to colleagues during shift handover to ensure continuity in the service provided – utilise the daily briefing sheet, with officers signing the log at the front at the start and end of shifts, along with reading assignment instructions.
- Maintain accurate records and logs of incidents and site visit logs, with all visitors or contractors to the site being recorded in the logbook and procedures for access to the site followed.
- Officers are to complete incident reports and forward to the Depot Manager and copy in the Service Manager Property Maintenance.
- Officers are to log any Wigan Council Officers who do not have their own access cards or fobs in the security logbook and provide this information to the Wigan Council employed Security Guard or in their absence the Depot Manager on a weekly basis.
- Responsible for ensuring that all paperwork is completed accurately and submitted within laid down timescales.
- Responsible for reporting any incidents that may be in contravention of the current instructions or regulations as implemented by site management.
- Officers are to log any defects on site or Health and Safety concerns in the defects book, as and when they occur or are noticed.

- Conduct and record daily operational checks of the sites CCTV system to ensure that all cameras are in working order and report any faults found to Wigan Council's CCTV Monitoring suite (Central Watch), also follow up any reported faults so that repairs are completed within agreed timescales.
- Report any defects that have been identified to site equipment or any site building during the general patrolling of the site grounds.
- Operate the on-site security equipment, such as the intruder alarms and CCTV system.
- Out of Hours Officers are to communicate with the Police in the event of an emergency situation and log the crime number.
- Wigan Council stores have limited times for deliveries of goods / materials and on arrival of delivery vehicles stores staff are to be contacted prior to allowing the vehicle access onto the site. If approval for access from stores is NOT received, then the vehicle is not permitted on to the site.
- Wigan Council's ICES stores have regular visitors and ICES staff are to be contacted prior to allowing the vehicle access onto the site. If access to the inside of the depot has been approved, officers are to inform occupants that hi-viz is to be worn at all times and ensure occupants have hi-viz.
- All drivers and passengers of vehicles being given access for deliveries to the depot are to be checked by officers for wearing hi-visibility garments prior to access.
- Officers MUST NOT enter the Tachograph room in transport, only qualified fitters are allowed in this room.
- Officers are NOT to enter Wigan Council (Combined and ICES stores) unless:
 - an emergency incident occurs within these areas,
 - out of hours to oversee Wigan Council staff on-call/duty who are permitted to enter the stores and complete a requisition for materials required for work (Wigan Council operational on call lists are issued in advance to Security)
- On occasions when the Council's gritters are sent out in the evening, officers are to spade grit on the walkways from the carpark to the depot reception.
- Officers are NOT to issue store materials to sub-contractors, unless prior notification of this requirement has been issued to officers by operational managers, or they are named on the on-call lists issued to Security.
- Officers are to provide access to stores to Wigan Council on-call supervisors and operatives out of hours, and log the items taken from the stores by these individuals. This information is to be passed to Stores / Depot Manager at the start of the next in – hours working day.
- Officers are NOT insured to drive Wigan Council Vehicles, therefore must NOT drive vehicles without prior permission from a Service Manager (who would require relevant licenses to be presented for approval).
- Officers will be required to utilise the sites IT and telephone systems as part of their duties. As officers are not Wigan Council employees, they are to only utilise electronic systems in line with the security of the depot. Officers will have to adhere to Wigan

Council policies on ICT and telephone use, along with the CCTV code of practice. Failure to comply could result in the appropriate action being taken against individuals or the contractor. NOTE: this includes officers not contacting officers or elected members of Wigan Council that are not involved in the depot operations or designated for emergency contact.

- Officers will be required to be in smart uniform when on duty and to wear the high visibility tops when patrolling the site grounds – Issuing of uniform and PPE (personal protective equipment) is the responsibility of the contractor. Wigan Council will ONLY be providing one hi – visibility vest per officer per annum and will NOT be issuing any other items to operatives, if any operative is inappropriately dressed resulting in Wigan Council having to issue PPE for the operatives safety, the contractor will be billed for the cost of items.

The successful contractor is to implement changes to the originally stated duties of officers above, within agreed timescales.

The successful contractor is to provide Wigan Council with a named contact and deputy contact (with full contact details) for the day to day management of this contract. Any changes to these contacts or contact details are to be communicated to Wigan Council within 1 working day of the change.

TUPE will potentially apply as the service is currently delivered by an incumbent provider. Current costs and arrangements can be found at Appendix C.

3. SUMMARY INSTRUCTIONS AND DETAILS OF TENDER

| ITEM | CONTRACT DETAILS |
|--|---|
| Contract Description: | Provision of Manned Security Guarding at Wigan Council Depot, Makerfield Way, Ince, Wigan, WN2 2PR |
| Scope: | See Service Requirements within this ITT |
| Geographic focus | Wigan Council Depot, Makerfield Way, Ince, Wigan, WN2 2PR |
| Insurance Requirements: | Employers Liability - £5 million Public Liability - £10 million |
| Period of Contract: | 1 June 2020 – 31 May 2024 |
| Procuring Officer: | ████████████████████ |
| Questions or requests for clarification: | Any questions or requests for clarification in relation to the tender process must be submitted via the Pro Contract portal. The Council will not respond to any communications (e-mails etc.) which are submitted outside the portal. |
| Submission instructions: | Electronic upload via 'the procontract e-procurement portal (https://procontract.due-north.com) |
| Date/time for Tender return: | 09:00 hours 27 March 2020 Submissions will be received up to the above deadline. The Council does not undertake to consider tenders received after the return date/time. Those received before the return date/time will be retained unopened until then. For information regarding uploading information to 'Procontract' please refer to the guidance notes on their website. |

4. TIMETABLE

NB. This timetable is indicative only. The Council reserves the right to change it at its discretion.

| Stage | Date(s)/time |
|---|--------------------------------------|
| Issue of Invitation to Tender | 26 February 2020 |
| Cut off deadline for questions to be submitted via the e portal | 17:00 hours 12 March 2020 |
| Pre-Tender Questions to be responded to by | 21 March 2020 |
| ITT Submission deadline | 09:00 hours 27 March 2020 |
| Evaluation of Tenders | 6 April 2020 |
| Interviews if required | w/c 13 April 2020 |
| Internal Approvals | 29 April 2020 |
| Intention to award letter | 30 April 2020 |
| Commence 10-day Standstill Period | 1 May 2020 |
| 10-day Standstill Period expires | 11 May 2020 |
| Pre-Contract Meeting | 12 May 2020 |
| Mobilisation Period | 13 May – 31 May 2020 |
| Service Start Date | 1 June 2020 |

The Council reserves the right to amend this timetable.

5. TENDER INSTRUCTIONS AND INFORMATION

5.1 About These Instructions

These instructions are designed to ensure that all tenderers are given equal and fair consideration. It is important therefore that you provide all the information requested in the format and order specified.

Full details of the Service required under the Contract and all other relevant information is provided in the accompanied Service Specification. All enquiries concerning this Invitation to Tender should be submitted via the e-procurement portal: -

<https://procontract.due-north.com>

We will only provide information and answer any enquiries via e-procurement portal <https://procontract.due-north.com>. We will keep the source of any questions confidential however we must make all questions and answers available to all tenderers. In doing this we are unable to amend the questions and they will be made available in their entirety as they are submitted. Please do not include any information in questions that you are not prepared to have made available to others.

You should not contact any other person regarding this matter unless expressly advised by the e-procurement portal.

Assistance in submitting an application via Procontract portal is available on their website. You can log issues directly with Due North (Proactis) who operate the website. There is also a series of guidance notes available on the precontract web site.

5.2 General Information

The contents of this Invitation to Tender (ITT) and of any other documentation made available to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

If Tenderers have any questions about the Invitation to Tender, such questions should be submitted to the Council using the 'Messages' facility within the opportunity advertised on the e-procurement portal. A copy of the question and a copy of the written reply may be circulated to all tenderers, with anonymity of the tenderer preserved. Tenderers must not raise questions through any other channels, including emails direct to the Council. No questions will be responded to, other than those raised through The Procontract e-

procurement portal as described above

The Council reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendments shall be numbered, dated and issued by the contact officer(s) named above. Where amendments are significant, the Council may at its discretion extend the return date for receipt of tenders.

Tenders comprising all the documents requested **MUST** be submitted via the Procontract Portal <https://procontract.due-north.com>, no later than **09:00 hours 27 March 2020**. The closing time/date for receipt of tenders is clearly marked on the portal. You are recommended to upload all documents and submit your tender submission in sufficient time for it to reach the server prior to the closing time/date stated. The server automatically time/date stamps all tender submissions.

Tenders received after the above date and time may not be considered.

NB: It can take up to two working days for Procontract Technical Team to respond to any technical enquires. Wigan Council will not be liable for any difficulties encountered uploading documents and the closing date and time will be strictly adhered to.

Assistance in submitting an application via The portal is available on their website. You can log issues directly with Due North (Proactis) who operate The portal website by either sending an e-mail to ProContractSuppliers@proactis.com or by going directly to <http://proactis.kayako.com/default> or by following the support options in product and via the corporate website. Telephone calls direct to The Procontract helpdesk must only be used for time sensitive issues. The current helpline number is 0330 005 0352 (Mon – Fri 9am – 5:30pm). Otherwise, for issues which are not time sensitive you are advised to use the electronic helpdesk facility.

Ideally, where possible, all supporting documents should be embedded into the tender document, at the relevant question/section, rather than being attached as a separate document(s). This will benefit tenderers by reducing the time to upload their submission, and it also greatly assists the Evaluation Team in identifying the response to each specific area.

It is critical that the documents are read carefully prior to completion. Any questions which are received after **17:00 hours 12 March 2020** may not be considered.

By issuing this invitation to tender the Council is not bound in any way and does not have to accept the lowest or any tender.

The Council reserves the right to accept the whole or any specified part of the tender unless the tenderer expressly stipulates otherwise.

You will not be entitled to claim from the Council any costs or expenses which you may incur due to this invitation to tender whether or not your tender is successful. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

5.3 Freedom of Information Act and Environmental Information Statement

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

5.4 Clarification Meetings, Site Visits and Interviews

The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

Tenderers may be required to make available key members of their delivery team who will be responsible for the provision of the Contract to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender.

5.5 Transfer of Undertakings (Protection of Employment)

TUPE refers to the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014". The TUPE rules apply to organisations of all

sizes and protect employees' rights when the organisation or service they work for transfers to a new employer.

TUPE has impacts for the employer who is making the transfer (also known as the outgoing employer or the transferor) and the employer who is taking on the transfer (also known as the incoming employer, the 'new employer' or the transferee).

The Council considers that in the event of this contract being awarded other than to the present provider, then the terms of the EU Council Directive on Acquired Rights (Number 2001/27/EC) and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE") may apply.

If the event that TUPE does apply, upon which the tenderers must reach their own view, tenderers should take into account the following requirements which would then arise:

- The need to inform and consult with recognised trade unions or other appropriate workforce representatives;
- The need to maintain existing rates of pay and conditions of employment of employees.

The Council have provided to tenderers at Appendix C, such anonymised employment details of the workforce presently employed in connection with the Services provided by the present contractor. Wigan Council does not take any responsibility for the accuracy of this information.

The information included at Appendix C must be treated as strictly confidential and will be used for no other purpose than in connection with the submission of a tender for the Services.

Successful tenderers are responsible for dealing with the current contractor regarding the consultation and TUPE of their staff currently undertaking elements of this service for Wigan Council.

Tenderers are advised to seek independent professional advice as to the application and the effects of the Directive and/or the Regulations on your Company/Firm should you be in the position of being the successful tenderer.

5.6 Submission Requirements

Tenders must be written in the English language.

Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

The Tender must be submitted in a full and complete manner and not be qualified in any way. Tenders may be rejected if the complete information called for is not given at the time of tendering.

Your full registered business/name and main office address must also be provided on all documents and any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

5.7 Pricing

Tenderers must complete the Form of Tender / Pricing Schedules, to provide all of the obligations under the Contract as set out in the Specification attached to the tender package.

You are requested to price your tender on a fixed hourly price basis, for the first year of the contract period, incorporating all the costs associated with providing the service including staff pensions, national insurance, overtime, fees and expenses, stated in pounds sterling and exclusive of VAT, the Council will not accept any qualifications to the Cost Schedule / Schedule of Rates submitted – any clarification in regard to pricing please ask a question via ‘The Chest’ procurement portal prior to the deadline.

The Council will only accept increases to the hourly rate annually and based on legislative employment changes to wages.

The tender submission shall remain valid for a period of 120 days from the tender return date.

5.8 Conditions of Contract

The Council reserves the right to award one, any number, or no contracts.

The conditions of Contract are detailed in the draft form of contract, you are required to confirm acceptance of these when you submit your tender. Any queries / clarifications required must be submitted via the Procontract e-procurement portal as directed in **Paragraph 5.2 General Information.**

Any resulting Contract will consist of the Form of Agreement, the Conditions of Contract, the Specification, the Pricing Schedule, the Management of Contract Document (including performance targets, service levels social value & continuous improvement commitments) and any agreed Relevant Correspondence (including the response to the invitation to tender). Tenderers are required to confirm their acceptance of the Conditions of Contract. All relevant Contract Documents are included or referenced in the tender package.

Under the Contract the Council will require compliance with the Council’s policies including the following, non-exhaustive list:

- Health and Safety;
- Equality and Diversity;
- Whistleblowing;
- Information governance requirements;
- Incident reporting requirements.

5.9 Collusion

Tenderers are requested to complete the Certificate of Bona Fide Tendering detailed at Attachment 1. Any breach of the undertakings covered will invalidate your tender.

5.10 Costs and Expenses

Tenderers will not be entitled to claim from the Council any costs or expenses associated with the preparation of the response to this invitation to tender. Costs associated with follow

up documentation, together with any required presentations or demonstrations shall be borne fully by the tenderer.

Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

Wigan Council's policies can be found via the link below:

<https://www.wigan.gov.uk/Council/Strategies-Plans-and-Policies/Deal-2030.aspx>

Any contract award will be conditional on the Contract being approved in accordance with Council's internal procedures.

5.11 Tender Evaluation and Award Criteria

Each Tender will be checked initially for compliance with all requirements of the ITT, any non-compliance areas may result in your tender being rejected. During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders. Tenders will be evaluated to determine the **most economically advantageous tender** taking into consideration the specified award criteria. The Council does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted.

Your response to our requirements will be evaluated in two stages:

Stage 1 Evaluation – Contract Suitability Evaluation Form (Appendix A)

The Contract Suitability Evaluation Form is assessed on a Pass / Fail basis.

Please Note: Wigan Council are NOT looking for bidders who are applying as a group (e.g. consortium, joint venture, partnership) or are relying on other organisations (e.g. essential subcontractors, parent companies, affiliates, associates), as explained within the Contract Suitability Evaluation Form, to meet the selection criteria must carefully follow the notes for completion in Appendix A at the start of the form with regards to which organisations are required to complete Parts 1, 2 and 3 of the Contract Suitability Evaluation Form.

At the point of submitting an application, suppliers are asked to self-declare that they meet the relevant criteria in the Contract Suitability Evaluation Form. Only the winning supplier (and any organisations relied upon to meet the winning supplier's selection criteria) will be asked to submit evidence. This reduces the need for potential suppliers to submit supporting documents every time they wish to bid for a public contract.

If the winning supplier fails to provide the required evidence within set timeframes, or the evidence proves unsatisfactory, the award of the contract may not proceed. Wigan Council may then amend the contract award decision and award to the second placed supplier, provided that they have submitted a satisfactory bid. Alternatively, the procurement process may be terminated.

Wigan Council however reserves the right to require information from any supplier at any stage if it is necessary to ensure the proper conduct of the procurement procedure.

Stage 2 Evaluation – Contract Award Evaluation (Appendix B)

The Contract Award Evaluation will be assessed under the award criteria for Quality and Price stated in this section.

The tender award process will be conducted to ensure that tenders are evaluated fairly to ascertain the economically most advantageous offer to Wigan Council. The full requirements, including how this will be assessed, are detailed at Appendix B attached.

The award criteria will balance the issues of quality and costs to ensure that the successful tenderer chosen to offer the most economically advantageous tender. Tenders which pass the eligibility stage will be assessed on a **60% Price / 40% Quality & Social Added Value basis.**

For the pricing element tenderers are required to complete the pricing schedule and Form of Tender. For the quality elements tenderers are required to complete the Contract Award Evaluation document attached which outlines what is required from tenderers and outlines the percentage weightings or information only status given to each requirement.

STAGE 1 TENDER QUESTIONNAIRE FOR COMPLETION

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| Section 1 | Potential supplier information | |
|-----------------|---|---|
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information | |
| 1.1(b) – (i) | Registered office address (if applicable) | |
| 1.1(b) – (ii) | Registered website address (if applicable) | |
| 1.1(c) | Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) | |
| 1.1(d) | Date of registration in country of origin | |
| 1.1(e) | Company registration number (if applicable) | |
| 1.1(f) | Charity registration number (if applicable) | |
| 1.1(g) | Head office DUNS number (if applicable) | |
| 1.1(h) | Registered VAT number | |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - | |

| | | |
|---------------|---|---|
| | (i), please provide the relevant details, including the registration number(s). | |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement | |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual | |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not | |

| | | |
|--------|--|--|
| | applicable) | |
| 1.1(o) | <p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p> | |
| 1.1(p) | <p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p> | |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

| Section 1 | Bidding model | |
|-----------------|---|---|
| Question number | Question | Response |
| 1.2(a) - (i) | <p>Are you bidding as the lead contact for a group of economic operators?</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.2(b) - (ii) | <p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <p>Name</p> <p>Registered address</p> <p>Trading status</p> <p>Company registration number</p> <p>Head Office DUNS number (if applicable)</p> <p>Registered VAT number</p> | |

| | | |
|--|--|--|
| | Type of organisation SME (Yes/No) The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables The approximate % of contractual obligations assigned to each sub-contractor | |
|--|--|--|

Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

| Section 1 | Contact details and declaration | |
|------------------------|--|-----------------|
| Question number | Question | Response |
| 1.3(a) | Contact name | |
| 1.3(b) | Name of organisation | |
| 1.3(c) | Role in organisation | |
| 1.3(d) | Phone number | |
| 1.3(e) | E-mail address | |
| 1.3(f) | Postal address | |
| 1.3(g) | Signature (electronic) | |
| 1.3(h) | Date | |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| Section 2 | Grounds for mandatory exclusion | |
|-----------------|---|--|
| Question number | Question | Response |
| 2.1(a) | <p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p> | |
| | Participation in a criminal organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Corruption. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Fraud. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Terrorist offences or offences linked to terrorist activities | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Money laundering or terrorist financing | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Child labour and other forms of trafficking in human beings | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details |

| | | |
|--------|--|--|
| | | at 2.1(b) |
| 2.1(b) | <p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p> | |
| 2.2 | <p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 2.3(a) | <p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 2.3(b) | <p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p> | |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in

breach of its obligations relating to the non-payment of taxes or social security contributions.

| Section 3 | Grounds for discretionary exclusion | |
|------------------|---|---|
| | Question | Response |
| 3.1 | <p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p> | |
| 3.1(a) | Breach of environmental obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide |

| | | |
|---|---|---|
| | | details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2 |
| 3.1(j) 3.1(j) - (i) 3.1(j) - (ii) 3.1(j) –(iii) 3.1(j)-(iv) | <p>Please answer the following statements</p> <p>The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2</p> |

| | | |
|--|---|--|
| | in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | |
|--|---|--|

| | | |
|-----|---|--|
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | |
|-----|---|--|

Part 3: Selection Questions

| Section 4 | Economic and Financial Standing | | |
|-----------|---|--|---|
| | Question | | Response |
| 4.1 | <p>Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.</p> | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | <p>(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.</p> | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | <p>(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</p> | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | <p>(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p> | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | <p>Attach the stated documents for questions above</p> | | |

| | | |
|--|---|---|
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | | |
| Relationship to the Supplier completing these questions | | |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| | |
|------------------|---|
| Section 6 | Technical and Professional Ability |
| 6.1 | <p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>If you cannot provide examples, see question 6.3</p> |

| | Contract 1 | Contract 2 | Contract 3 |
|--------------------------------------|-------------------|-------------------|-------------------|
| Name of customer organisation | | | |
| Point of contact in the organisation | | | |
| Position in the | | | |

| | | | |
|--------------------------|--|--|--|
| organisation | | | |
| E-mail address | | | |
| Description of contract | | | |
| Contract Start date | | | |
| Contract completion date | | | |
| Estimated contract value | | | |

| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
|------------------|--|---|
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes <input type="checkbox"/> N/A <input type="checkbox"/> |
| 7.2 | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes <input type="checkbox"/> Please provide relevant the url ... No <input type="checkbox"/> Please provide an explanation |

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

| Section 8 | Additional Questions |
|------------------|--|
| 8.1 | Insurance |
| a. | <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the mandatory levels of insurance cover indicated below: Y/N</p> <p>Employer's Liability Insurance = £5 million Public Liability Insurance = £10 million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum.</p> |

**STAGE 2 SPECIFICATION QUESTIONNAIRE - QUALITY EVALUATION FORM –
to be completed by the tenderer**

Please provide all the information requested in the following award questions, ensuring that responses have the correct references.

| | Award Questions: Service Information | Weighting |
|--------|---|-----------|
| 1 | <p>Service Delivery - SLA</p> <p>Explain how you would develop a service level agreement bespoke to our Makerfield Way Depot site and show how it would meet our needs and expectations as the customer (Max 500 words).</p> | 5 |
| Answer | | |
| 2 | <p>Service Delivery – Security Analysis</p> <p>In relation to the layout of our Makerfield Way site outline which areas you consider are vulnerable to intruders and theft, rationale for your views and the actions you would recommend: 1. Wigan Council and 2. your Company and Guards take to minimise these potential problems. Wigan Council are particularly interested in the hours between 8pm – 6am (Max 500 words).</p> | 5 |
| Answer | | |
| 3 | <p>Service Delivery – Organisational Capability</p> <p>Provide a brief summary of your organisations qualifications, accreditations and experience of undertaking contracts of this nature, including attaching evidence of sector registrations and qualifications (Max 500 words).</p> | 5 |

| | | |
|--------|--|---|
| Answer | | |
| 4 | <p>Service Delivery – Staffing</p> <p>Provide examples (include a training matrix) of how your organisation develops staff including guards to meet the performance criteria and service delivery of a contract of this nature</p> <p>In addition, tenderers are requested to provide:</p> <ul style="list-style-type: none"> • a method statement as to how the you will monitor the actual deployment of your staff. • Senior staff CV's <p>(Max 500 words)</p> | 5 |
| Answer | | |
| 5 | <p>Quality Assurance</p> <p>Please detail your quality assurance methodology and how this would be applied to the contract to ensure quality of service. Please include details of how you would undertake complaint handling.</p> <p>Your response should include how the Organisation will interface with the Authority and detail how the contract management will be undertaken including roles and responsibilities (Max 500 words)</p> | 5 |
| Answer | | |
| 6 | <p>Service Continuity</p> <p>If you were requested by Wigan Council at 5am on a Monday morning to cover our in-house security operative on Monday at 6.00am due to an unforeseen circumstance, how would you deal with and accommodate this request (Max 500 words).</p> | 5 |

| | | |
|--------|---|---|
| Answer | | |
| 7 | <p>Implementation, Mobilisation, Programme and TUPE</p> <p>You are required to provide: -</p> <ul style="list-style-type: none"> • A method statement on how you will take over from the incumbent provider in time for the start of the contract. • An outline implementation / mobilisation document which will include a mobilisation programme, staff transfer information, both Contractor and Council areas of responsibility and any risks. • A method statement on how TUPE will be managed. <p>(Max 500 words)</p> | 5 |
| Answer | | |
| 8 | <p>Exit Planning</p> <p>Please provide your approach to exit planning and hand-over procedures at the expiry of the Contract (Max 500 words)</p> | 5 |
| Answer | | |
| 9 | <p>Social Added Value</p> <p>Taking into consideration the Councils priorities within the Deal 2030, please explain how you would introduce environmental, social and economic benefits through delivery of this contract. Your response should include but not be limited to:</p> <ol style="list-style-type: none"> 1. Low carbon footprint 2. Social added value to Wigan Council and the Borough's residents and businesses <p>(Max 500 words)</p> | 5 |
| Answer | | |

STAGE 3 PRICING SCHEDULES – PRICE EVALUATION FORM – to be completed by the tenderer

Please complete all the worksheets within the pricing schedule attached with the tender documents.

Any incomplete information may result in your submission being non-compliant.

DECLARATION

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (**Supplier name**).

I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the authority's requirement.

The following appendices form part of our submission:

| Section of ITT | Appendix number |
|----------------|-----------------|
| | |
| | |

| ITT Completed By: | |
|-------------------------|--|
| Name: | |
| Role in Organisation: | |
| Date: | |
| Signature (electronic): | |

ATTACHMENT 1 - CERTIFICATE OF BONA FIDE TENDERING

1. I declare that this a bona fide Tender, intended to be competitive and that I have not fixed or adjusted the amount of the Tender by or in accordance with any agreement or arrangement with any other person ('person' includes any persons, body or association, corporate or incorporate).
2. I declare that the company is not aware of any connection with a member of the Council staff that could affect the outcome of the bidding process.
3. I declare that I have not done, and I undertake that I will not do at any time any of the following:
 - a) communicate to any person, including the addressee calling for the Tender, the amount or approximate amount of the proposed tender.
 - b) enter into any agreement or arrangement with any other person or body that he or it shall refrain from tendering or as to the amount of any Tender to be submitted.
 - c) enter into any agreement or arrangement with any other person or body that we shall refrain from tendering on a future occasion.
 - d) offer or pay or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or causing to be done in relation to any other tender for the said work any act of the kind described above.
 - e) canvas or solicit the Council staff.
4. I understand that instances of illegal cartels or market sharing arrangements suspected by the Council will be referred to the Office of Fair Trading for investigation.
5. I understand that any misrepresentations may also be the subject of criminal investigation or used as a basis for civil action.
6. I understand and agree that if our tender is successful that the Organisation will purchase professional indemnity insurance as required if such insurance is not already held.
7. I understand and agree to the conditions set out in the Freedom of Information and Environmental Information Statement.
8. In this certificate 'Agreement' and 'Arrangement' includes any transaction private or open, or collusion, formal or informal, and whether or not legally binding.
9. Disclosure

Signed (electronic):

Name:

Title: On behalf of:

Date:

ATTACHMENT 2 - FORM OF TENDER

Contract Title: Provision of Security Guarding & Personnel

Should this offer be accepted I/we undertake to provide the required works in accordance with this quotation and the terms and conditions of contract and any other conditions which may be deemed necessary or appropriate by the Director of Resources or his nominated officer for inclusion in any contract to be entered into and to comply with any reasonable direction which may from time to time be given by the Council. This quotation and conditions together with the Council's written acceptance thereof shall constitute a binding contract.

Please complete this along with price schedule which itemises the same information

The price you quote on this form will be the total sum that Wigan Council will pay for the goods, services or works required under the Specification in accordance with the Council's Terms and Conditions of Contract. The price quoted should be a fully inclusive cost and should be stated before VAT.

I/We understand that the Council are not bound to accept the lowest or any quotation it receives.

| Quotation <i>Transfer final price from each worksheet within the Price Schedule</i> | £ exclusive VAT |
|--|---------------------------|
| Signed | |
| Full Name | |
| Duly authorised to sign for and on behalf of | |
| Position held | |
| Address | |
| Tel No. | |
| Mobile No. | |
| E-Mail | |
| Company Stamp | |
| Date | |

ATTACHMENT 3 - CHECKLIST FOR TENDERERS

Please ensure that you have included all required documents in your tender submission, failure to provide any of the items in the checklist may cause your Tender to be non-compliant and not considered.

| No | Item | Included in Tender |
|----|---|--------------------|
| 1. | Confirmation of Agreement to Wigan Council's Draft Contract | |
| 2. | Completed Stage 1 – Contract Suitability Evaluation Form. | |
| 3. | Completed Stage 2 – Contract Quality Evaluation Form. | |
| 4. | Completed Stage 3 – Pricing Schedules | |
| 5. | Completed and Signed - Declaration | |
| 6. | Signed – Attachment 1 Certificate of Bona Fide Tendering | |
| 7. | Signed – Attachment 2 Form of Tender | |

APPENDIX A

STAGE 1 CONTRACT SUITABILITY EVALUATION FORM

The Contract Suitability Evaluation Form is assessed on a Pass / Fail basis.

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion's grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Provision of Security Guarding and Personnel

REFERENCE NUMBER – Security 2020 - 2024

OPEN PROCUREMENT PROCEDURE

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. *All sub-contractors are required to complete Part 1 and Part 2.*
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure

APPENDIX B

STAGE 2 CONTRACT AWARD EVALUATION

The Contract Award Evaluation will be assessed under the award criteria for Quality and Price stated in this section.

1. Cost

| Criterion | Weighting |
|--|-----------|
| Lowest submitted tender having taken into account any other priced risks or benefits to the Council, for the Option ultimately chosen by Wigan Council | 60% |

Each tenderers completed pricing schedule tender sum submission will be awarded a score based on its relationship with the lowest Tender which will take into account any other risks or benefits.

The tender with the lowest tender sum will be **awarded the full 60%**; each of the remaining tenders will be awarded percentages on a pro-rata basis in accordance with the following calculation.

Example

Company A overall tender sum £140,000

Company B overall tender sum £150,000

Company C overall tender sum £180,000

to work out the adjusted weighting of each price submission:

= lowest price submitted divided by actual price submitted multiplied by Price weighting

Therefore:

Company A overall contract price £140,000 = £140,000/£140,000 x 60 = 60%

Company B overall contract price £150,000 = £140,000/£150,000 x 60 = 56%

Company C overall contract price £180,000 = £140,000/£180,000 x 60 = 46.67%

2. Quality

The objective of the quality evaluation process is to assess the responses to the Specification (this will include any clarifications / interviews / presentations) and then select a preferred bidder with the intention to appoint, in line with the timetable indicated above.

The submission of a tender that can meet the full requirements of the Specification will be evaluated as a pass or fail. Partial service provision will not be considered therefore a fail in this category will result in the tender being rejected.

All tenders will be evaluated in terms of understanding and meeting the requirements as set out in the specification.

The evaluation will be carried out by a panel representing a range of Council staff, against pre-determined evaluation criteria as set out below and in the in the Specification Questionnaire - Quality Evaluation Form attached.

Quality Criterion 40%

Weighting - % each question will get of the available 40%

| Criterion | % of Available 40% |
|--|--------------------|
| Service Delivery – Service Level Agreement | 12.5% |
| Service Delivery – Security Analysis | 12.5% |
| Service Delivery – Organisational Capability | 12.5% |
| Service Delivery – Staffing | 12.5% |
| Quality Assurance | 7.5% |
| Service Continuity | 10% |
| Implementation, Mobilisation, Programme and TUPE | 12.5% |
| Exit Planning | 7.5% |
| Social Added Value | 12.5% |

Scoring Methodology

The evaluation panel, using the (0–5) scoring methodology detailed below, will evaluate the responses in each quality criterion individually.

| Score | Category | Specification | Detail | Compliance | Competency |
|-------|----------------|---|---|---|--|
| 0 | Unsatisfactory | Not addressed | No relevant detail | Non-compliant | Unable to assess due to lack of evidence |
| 1 | Poor | Major deficiencies and only minimally addresses the specification | Little relevant / qualified detail | Non-compliant; Tenderer has submitted evidence of partial compliance, but this is not sufficient to demonstrate the Tenderers ability to meet the requirement or is qualified | Little evidence of competency |
| 2 | Partial | Partial satisfaction of some aspects of the specification but with some deficiencies apparent | Contains some relevant detail, but incomplete | Details provide some evidence of the Tenderers potential ability to meet requirement. Tenderer has indicated partial compliance | Some evidence of competency |

| | | | | | |
|---|--------------|--|--|--|-----------------------------------|
| 3 | Satisfactory | Specification is addressed in full, but provides only basic detail | Complete but basic | Tenderer indicates compliance | Sufficient evidence of competency |
| 4 | Good | Specification is addressed in full and contains a good level of detail | A good level of detail which evidences that the Tenderer can meet the requirements | Tenderer indicates compliance with clear evidence of ability to meet the requirements | Good evidence of competency |
| 5 | Excellent | Specification may be enhanced by Tenderers approach. Responses add value and may contain some innovation | An impressive level of explicit detail which clearly evidences that the Tenderer can meet the requirements and further offers to add value and / or provide innovation to service delivery | Tenderer indicates compliance with a high level of evidence of ability to meet / enhance requirements. | Excellent evidence of competency |

All the Quality questions have the same weighting. The score for each question is calculated purely by taking the final score.

APPENDIX C

TUPE STAFF COSTING INFORMATION

| Start Date (date of cont. emp.) | <u>F/T</u> or <u>P/T</u> | <u>Hours of work</u> (I.e. 9-5.30) | Currently working, Sck leave or Mat leave | JOB TITLE | Location | Paid weekly or monthly | Hrly Rate | OT Rate | Treatment of Public holidays (paid unpaid) | Holiday Year | Annual holiday allowance (in days) e.g 20 + any service terms | Sickness entitlement PAID | Payment rate (CSP, SSP) | Pension Scheme |
|------------------------------------|--------------------------------|---------------------------------------|---|-----------|----------|------------------------|-----------|---------|--|--------------|---|---------------------------|-------------------------|----------------|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Wigan Council believes that TUPE applies as the service is currently in place.

The Pension referred to is a statutory workplace pension scheme with NOW pensions and employees pay the statutory minimum amount.

APPENDIX D

WIGAN COUNCIL'S DRAFT CONTRACT

DATED

[DATE]

WIGAN BOROUGH COUNCIL (1)

AND

[SUPPLIER COMPANY NAME] (2)

AGREEMENT

For provision of Security Guarding & Personnel at
Wigan Council Depot, Makerfield Way, Ince, Wigan,

WN2 2PR

TERM

Maximum Term, of [TIME PERIOD] years.

Annually reviewed to confirm the continuation of the agreement
for a further CONTRACT YEAR up to the full Term of [TIME PERIOD] years.

THIS AGREEMENT is dated

DATE [DATE]

PARTIES

- (1) Wigan Borough Council, Town Hall, Library Street, Wigan, WN1 1NJ (**Council**).
- (2) [SUPPLIER COMPANY NAME] incorporated and registered in England and Wales with company number [COMPANY NUMBER] whose registered office is at [ADDRESS] (**Supplier**).

BACKGROUND

- (A) The Council sought proposals for Security Guarding & Personnel at Makerfield Way, through the e-procurement portal (procontract) tender titled "Provision of Security Guarding".
- (B) The Council has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

AGREED TERMS

1. Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Associated Company: any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Council and the Supplier.

Bribery Act: the Bribery Act 2010 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.

Change: any change to this agreement including to any of the Services.

Charges: the charges which shall become due and payable by the Council to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 3.

Commencement Date: the date of this agreement.

Contract Year: a period of 12 months, commencing on the Commencement Date

Default Notice: is defined in clause 5.2.

Employment Liabilities: All claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, the Supplier's Personnel or any other failure in the Supplier's supply chain.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Insolvency Event: where:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 127 of the Insolvency Act 1986;
- (b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (c) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint

an administrator is given or if an administrator is appointed, over the Supplier (being a company);

- (d) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (e) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; [or]

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (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;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Council.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Remediation Notice: a notice served by the Council in accordance with clause 17.1(a).

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether

those services are provided by the Council internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Council from time to time.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

Supplier's Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in Schedule 2.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

Sub-Contract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party – **sub-contracting of services is not permitted within this agreement.**

Sub-Contractor: the contractors or suppliers that enter into a Sub-Contract with the Supplier, **which is not permissible within this agreement.**

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this agreement which are agreed pursuant to clause 3; or
- (b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 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.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) Schedule 1 to this agreement;
 - (c) the remaining schedules to this agreement other than Schedule 2;
 - (d) Schedule 2 to this agreement.

COMMENCEMENT AND DURATION

2. Term

This agreement shall take effect on the Commencement Date for a maximum Term, of [NUMBER OF YEARS] years. During the agreement Term, annual reviews will be undertaken to confirm the continuation of the agreement for a further 1 year, up to the full Term of [NUMBER OF YEARS] years.

3. Extending the initial term

- 3.1 The Council may extend this agreement beyond the Initial Term by a further period or periods (Extension Period), only in exceptional circumstances and after being issued with an exemption to Council Procurement Rules. If the Council wishes to extend this agreement, it shall endeavour to give the Supplier at least three months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If the Council gives such notice, then the Term shall be extended by the period set out in the notice.
- 3.3 If the Council does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 21 shall apply.

4. Due diligence and Supplier's warranty

- 4.1 The Supplier acknowledges and confirms that:
 - (a) 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;
 - (b) it has received all information requested by it from the Council pursuant to clause 4.1(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
 - (c) 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 clause 4.1(b);
 - (d) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - (e) it has entered into this agreement in reliance on its own due diligence.

- 4.2 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 Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:
- (a) as at the Commencement Date, warrants and represents that all information contained in the Supplier's 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
 - (b) 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 or meet any Target KPIs.
- 4.4 The Supplier 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 Supplier in accordance with clause 4.3(b) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Council and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 4.5 Nothing in this clause 4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

THE SERVICES

5. Supply of services

- 5.1 The Supplier shall provide the Services to the Council with effect from the Commencement Date and for the duration of the term of this agreement in accordance with the provisions of this agreement.
- 5.2 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

6. Service standards

Without prejudice to clause 5, the Supplier shall provide the Services:

- (a) with all reasonable skill and care;
- (b) in all respects in accordance with the Council's policies set out in Schedule 1; and
- (c) in accordance with all Applicable Laws.

7. Compliance

- 7.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 7.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 7.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety and animal welfare
- 7.4 Without limiting the general obligation set out in clause 6, the Supplier shall:
 - (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).
 - (ii) the Council's equality and diversity policy as provided to the Supplier from time to time; and
 - (iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law; and
 - (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

CHARGES AND PAYMENT

8. Payment

- 8.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Council shall pay the Charges to the Supplier in accordance with the agreed rates of payment.
- 8.2 The Supplier shall invoice the Council for payment of the Charges at the time the Charges are expressed to be payable in accordance with the agreed rates of payment. All invoices shall be directed to the Council's Authorised Representative and submitted electronically.
- 8.3 Where the Supplier submits an invoice to the Council in accordance with clause 8.2, the Council will pay that invoice within 30 days.
- 8.4 The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this agreement under clause **Error! Reference source not found.** for failure to pay undisputed charges.
- 8.5 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice.
- 8.6 The agreed rates of payment for the first year will only be subject to negotiated change whereby legislative changes have been made to the National Minimum or Living wages.

9. TUPE

The parties agree that the provisions of **Schedule 4** shall apply to any Relevant Transfer of staff under this agreement.

The supplier agrees to provide the Council with an update of staff involved in the delivery of this agreement, as and when there are changes to staff and also at each annual review meeting.

10. Sub-Contracting and assignment

- 10.1 Neither party shall 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, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement.
- 10.2 Provided that the Council has given prior written consent, the Supplier shall be entitled to novate the agreement where:
- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
 - (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

LIABILITY

11. Indemnities

The Supplier shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Council or its Representatives (excluding any Supplier's Personnel).

12. Limitation of liability

- 12.1 Subject to clause 12.3, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 12.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.
- 12.3 Subject to clause 12.4, the Supplier's total aggregate liability:

- (a) is unlimited in respect of:
 - (i) the indemnities in Schedule 4;
 - (ii) any breach of clause 20;
 - (iii) the Supplier's wilful default.
- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this agreement, shall in no event exceed £10,000,000 in each Contract Year.

12.4 Notwithstanding any other provision of this agreement neither party limits nor excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence;
- (c) breach of any obligation as to title implied by statute; or
- (d) any other act or omission, liability for which may not be limited under any applicable law.

13. Insurance

13.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000

The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

13.2 The Supplier shall give the Council, on commencement of this agreement copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies, along with providing the same evidence when policies are renewed.

- 13.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 13.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

INFORMATION

14. Freedom of information

- 14.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Council.
- 14.2 The Supplier acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. Confidentiality

15.1 Subject to clause 15.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto. **This includes ensuring all matters are not leaked by any means including posting on social media.**

15.2 Clause 15.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that clause 14.2 shall apply to any disclosures required under the FOIA or the EIRs;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement.
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 15.1;
- (d) by the Council of any document to which it is a party and which the parties to this agreement have agreed contains no commercially sensitive information;
- (e) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party.
- (f) by the Council to any other department, office or agency of the Government; and
- (g) by the Council relating to this agreement and in respect of which the Supplier has given its prior written consent to disclosure.

15.3 On or before the Termination Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

16. Audit

16.1 During the Term and for a period of five years after the Termination Date, the Council may conduct or be subject to an audit for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services [at the level of detail agreed in Schedule 3 (Payment)];

- (b) to review the Supplier's compliance with the FOIA, in accordance and clause 14 (Freedom of Information) and any other legislation applicable to the Services;
 - (c) to review any records created during the provision of the Services;
 - (d) to review any books of account kept by the Supplier in connection with the provision of the Services;
 - (e) to carry out the audit and certification of the Council's accounts;
 - (f) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.
- 16.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier.
- 16.3 Subject to the Council's obligations of confidentiality, the Supplier shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier's Personnel.
- 16.4 The Council shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.
- 16.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.
- 16.6 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Council about the Charges, proposed Charges

or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;

- (b) the Council has overpaid any Charges, the Supplier shall pay to the Council the amount overpaid within 20 days. The Council may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
- (c) the Council has underpaid any Charges, the Council shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Council if this was due to a default by the Supplier in relation to invoicing within 20 days.

TERMINATION

17. Termination for breach

17.1 The Council may terminate this agreement with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Council may only terminate this agreement under this clause 17.1 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Council (a **Remediation Notice**) to do so;
- (b) if there is an Insolvency Event.
- (c) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

17.2 The Council may terminate this agreement in accordance with the provisions of clause 19 and clause 20.

17.3 If this agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

18. Termination on notice

Without affecting any other right or remedy available to it, the Council may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

19. Force majeure

- 19.1 Subject to the remaining provisions of this clause 19, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.
- 19.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:
- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 19.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 19.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 19.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Supplier is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 19.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

19.7 The Council may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Supplier if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 10 Working Days.

20. Prevention of bribery

20.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

20.2 The Supplier shall not during the term of this agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

20.3 The Supplier shall during the term of this agreement:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause 20.3(a) and make such records available to the Council on request.

20.4 The Supplier shall immediately notify the Council in writing if it becomes aware of any breach of clause 20.1 and/or clause 20.2, or has reason to believe that it has or any of the Supplier's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or

otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 20.5 If the Supplier makes a notification to the Council pursuant to clause 20.4, the Supplier shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation in accordance with clause 16.
- 20.6 If the Supplier is in Default under clause 20.1 and/or clause 20.2, the Council may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this agreement.
- 20.7 Any notice served by the Council under clause 20.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

21. Consequences of termination

- 21.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Supplier shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a Replacement Supplier.
- 21.2 On termination of this agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Council before such completion) the Supplier shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Supplier's Authorised Representative or Chief Executive Officer shall certify full compliance with this clause.

21.3 The provisions of clause 11 (Indemnities), clause 13 (Insurance), clause 14 (Freedom of Information), clause 16 (Audit), clause 17 (Termination for Breach) and this clause 21 (Consequences of termination) shall survive termination or expiry of this agreement.

GENERAL PROVISIONS

22. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severability

24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

24.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Partnership or agency

25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

26.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

27. Publicity

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Council's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory Council, any court or other Council of competent jurisdiction, without the prior written consent of the Council [, which shall not be unreasonably withheld or delayed].

28. Notices

28.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

28.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by email, by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Entire agreement

- 29.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it; the provisions of the Supplier's tender as accepted constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 29.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

30. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

31. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

WIGAN BOROUGH COUNCIL in the
presence of [NAME] Assistant Director

.....
Assistant Director

Signed and delivered by
.....DIRECTOR
as a deed
for and on behalf of [COMPANY
NAME]

.....
Director

Schedule 1 Specification

Schedule 2 Supplier's Tender

Schedule 3 Charges and payment

1. CALCULATION OF THE CHARGES

The Charges shall be calculated on the basis of the rates and prices set out in the following Pricing Schedule and payment will be made monthly in arrears by Wigan Council to the contractor.

Pricing Schedule

| | |
|--|---|
| Total (£) per hour | £ |
| Total (£) per week | £ |
| Total (£) per month | £ |
| Total Price (£) per year | £ |
| <u>BREAKDOWN</u> | |
| Total (£) per hour - Additional hours for In house Cover | £ |
| Total (£) per hour - Weekends | £ |
| Total (£) per hour - Public Holidays | £ |

With prices not exceeding the submitted prices in the tender submission

Schedule 4 TUPE

1. EMPLOYMENT EXIT PROVISIONS

- 1.1 This Agreement envisages that subsequent to its commencement, the identity of the provider of the Services may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (Subsequent Transfer). If a Subsequent Transfer is a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*), as amended ("TUPE") Relevant Transfer then the Council or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the relevant transfer date.
- 1.2 The Supplier shall, on request from the Council and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services, a list of all employees employed in delivery of the Services together with details of their remuneration and length of service together with any additional information required by the Council, including information as to the application of TUPE to the employees. The Supplier shall notify the Council of any material changes to this information as and when they occur.
- 1.3 The Council shall be permitted to use and disclose the information provided in accordance with the above provisions for the purpose informing any tenderer or other prospective replacement supplier for any services that are substantially the same type of services as the Services (or any part of the Services).
- 1.4 The Supplier warrants to the Council that the information aforesaid will be complete, true and accurate in all material respects.
- 1.5 Any change to staffing which would increase the total employment costs of the staff in the [six] months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law.
- 1.6 The Supplier shall indemnify and keep indemnified in full the Council and each and every Replacement Supplier against all Employment Liabilities relating to:
- (a) any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of any of the Services; or
 - (b) any trade union or staff association or employee representative, arising from or connected with any failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

- 1.7 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 3.2 to paragraph 3.11, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 1.8 It is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Schedule 5 Insurance

Insurance Cover required:

- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims.
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000