

**INVITATION TO TENDER DOCUMENT**

**DRIVER CPC PERIODIC TRAINING**

All correspondence relating to this contract

must be made via the North West CHEST Portal

###### CLOSING DATE FOR RECEIPT OF COMPLETED SUBMISSIONS

**Friday 5th July 2019 at 12:00 Noon**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | St Helens Council is inviting Joint Approvals Unit for Periodic Training (JAUPT) approved bodies to provide 35 hours training for approximately 120 drivers. Potential suppliers are requested to provide rates for delivering 7-hour sessions for up to 15 drivers per session. |
| Period of Contract: | The length of contract shall be for the period of five years commencing from 1st September 2019 to 31st August 2024. |
| Contact Name: | Any queries must be addressed via ‘The Chest’ discussions section. |
| Submission instructions: | Electronically via ‘The Chest’. www.**the-chest**.org.uk |
| Date/time for Tender return: | Friday 5th July 2019 @ 12:00 Noon**Please do not leave uploading your tender till the last minute.** |
| ‘The Chest’ Helpline | Tel: 01670 597137 or Email: support@due-north.com  |

**INVITATION TO TENDER: DRIVER CPC PERIODIC TRAINING**

**Summary of Contract:**

St Helens Council (<http://www.sthelens.gov.uk>) is looking for an experienced provider with a good understanding of how to provide CPC periodic driver training.

The contract will be for awarded to the most economically advantageous tender submission, combining both cost and quality elements of each bid.

Further details regarding the specification of the service can be found within the section ‘General Contract Details and Specification of Service Required’ within this Invitation to Tender document.

Tender Requirements:

**In preparing final tender submissions, those tendering are asked to address the following requirements:**

**(i) Service Delivery**

The proposed methodology for fulfilling the Contract and meeting the Specification.

Any added value that your service would provide to the council including environmental credentials, ability to respond to deadlines and flexibility.

**(ii) Pricing:**

All Prices shall be stated in pounds sterling (exclusive of VAT) and should be provided in the costing matrix provided within Appendix A below. It should be assumed that all the requirements under the specification should be included in the costing proposal. This matrix should be completed and returned with your tender submission.

**Cessation of the Contract:**

It is a requirement that either party (the Council) or the Contractor give six months written notice of the wish to cease the above contract for whatever reason.

**General Contract Details and Specification of Service Required**

1. **PERIOD OF CONTRACT**

The length of contract shall be for the period of five years commencing from 1st September 2019 to 31st August 2024.

1. **GENERAL**

St Helens Council is inviting Joint Approvals Unit for Periodic Training (JAUPT) approved bodies to provide 35 hours training for approximately 120 drivers. Potential suppliers are requested to provide rates for delivering 7 hour sessions for up to 15 drivers per session.

The sessions **must** be held within a 5 mile radius of Hardshaw Brook Depot, Parr St, St Helens, WA9 1JR. This can be at the Council’s own facilities, the supplier’s own training centre or another specified location chosen and approved by the supplier. Potential suppliers can provide prices for using facilities provided by the Council, the supplier’s own approved centre, or both. The postcode of any proposed supplier training centre must be listed in the pricing matrix (Appendix A).

1. **OBJECTIVES**

The Council is keen to ensure that the 35 hours of driver CPC training being delivered every 5 years is designed to assist our drivers to:

* Improve road safety.
* Underpin and expand on current driver knowledge e.g. driver hours, digital tachographs, rules and regulations etc.
* Ensure that drivers have the required skills and knowledge to carry out their duties as professional drivers and representatives of the authority.
1. **TYPICAL COURSES**

Suppliers **must** deliver two 7 hour modules that cover each of the following two subject areas, which the Council consider to be mandatory training:

* Drivers hours rules and the use of tachographs
* Daily driver checks both nil defect and defect.

Below is a selection of other typical courses previously attended by our drivers:

* Eco driving & emergency actions
* Professional driver handbook
* Health & Safety
* Emergency aid & customer care
* Defensive driving & load safety

The above are indicative examples of the type of CPC training previously received; **suppliers are encouraged to provide other options as well to further enhance driver understanding.**

**DECLARATION**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) hereby undertake and agree, on acceptance of this tender by St. Helens Council, that I/we can deliver this provision as set out above in the ITT documentation at the time of submitting this application.

COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(who is duly authorised

on behalf of the Company)

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME IN BLOCK CAPITALS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Selection Process**

The Council is seeking to procure a supplier in accordance with the open procedure as set out in The Public Contracts Regulations 2015, Part 2, Section 3, Regulation 27 (the “**Regulations**”). The Council is using the open procedure all interested suppliers can submit a tender response and all bidders who meet the selection criteria set out in the Qualification Questionnaire will then proceed to the evaluation stage of the process.

Stage 1: A price assessment of the supplier’s bids will be undertaken. (80% of the total marks of the tender process as indicated below).

Stage 2: A quality assessment will be undertaken by inviting suppliers to present an overview of the modules that they intend to deliver (20% of the total marks of the tender process). Bidders who receive a score of “2” or lower in any element of the quality evaluation will be excluded from the tender process.

A combination score of stage 1 (Price) and stage 2 (Quality) will define the current winner of the contract.

Bidders will be required to complete the Suitability Questionnaire (Appendix D), the Questionnaire sets out the information which is required by the Authority in order to assess the suitability of potential Suppliers to provide the required services in terms of their technical and professional ability, capability/capacity, organisational and financial standing within the parameters laid out in the Regulations.

In assessing the responses, the Authority will be seeking evidence of Suppliers’ capability to perform the required services in terms of economic and financial standing and technical and professional ability. The Suitability Questionnaire will contain Qualification criteria that will be a combination of both financial and non-financial factors and will be in accordance with the Regulations and as set out in the CCS Guidelines. Section 8.5 or 6.3 of the Suitability Questionnaire, (Relevant experience and contract examples) are scored elements.

**Candidates must score a minimum of three for either question 8.5 or 6.3 of the Suitability Questionnaire to continue through to the tender evaluation stage.**

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

**Evaluation of Tenders**

All bidders who meet the selection criteria, as detailed above will proceed to the evaluation stage.

The Contract will be awarded to the most economically advantageous tender - this is a combination of the cost/budget provision and quality/service aspects of your bid, following evaluation of offers based upon the factors in the table below (the percentages in brackets indicate the ‘relative significance’ of each criterion).

|  |  |
| --- | --- |
| **Criteria** | **Relative Significance %** |
| **Pricing Schedule (Appendix A)** Price evaluation will be based on the following procedure: In order to calculate a percentage score for each supplier, the maximum price weighting of 80% will be awarded to the Quote offering the lowest tender price. The score for each of the other Quotes will then be reduced by the ratio of their price to the lowest price, as shown in the following example: -Price Score = Price Ratio x Weightinge.g. for quotation price of £150,000 (Supplier A) and £300,000 (Supplier B): -Supplier B score = £150,000 = 40% £300,000Supplier A provides the lowest price and scores 80% | **80%** |
| **Service (Appendix B)** **Professional Experience *10%***This evaluation will be based on the supplier’s capacity to deliver DCPC training to groups of up to 15 delegates from the public sector.Please state:* Experience/qualifications of trainers available.
* How many similar courses do you run every week in the public sector?
* Is there any availability for weekend courses?

**Course Content Other Modules *10%***This evaluation will be based on the range and suitability of the supplier’s other module options to comply with DVSA rules.* What modules do you offer over and above the typical courses mentioned in section 4 above?
* Please give an explanation of how you feel these modules will benefit a driver in a typical local authority service delivery environment.
 | **20%** |

Tenderers should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of products or services, then grounds will exist to exclude the bid from further consideration.

**Scoring Guidance and Supplier Evaluation**

The successful provider will be appointed on the basis of their response to this tender brief.Tenders will be evaluated against the award criteria, scoring and weightings provided in this Invitation to Tender. The overall score for the individual service submission(s) for the tender can be found in the guidance and evaluation matrix with a breakdown of the scoring allocated to each section.

The criteria, scoring and weighting provides a valuable guide when completing your tender as it provides suppliers with guidance on how to approach and answer the questions being asked and the scoring for each question.

A weighting determines the proportion of the points allocated for that specific question. This will also be detailed on the guidance and evaluation matrix at the end of this document*.*

**Scoring Methodology, Service Provision: Scoring of requirements**

Scores have been allocated on a scale from 0 – 5. The guidance and evaluation matrix provides a breakdown per question of these marks for each part of the evaluation.

| Indicative description | Score |
| --- | --- |
| **Exceeds the tender requirement i.e. added benefits*** The descriptions and method statements are clear, detailed and concise
* The description clearly demonstrates added value and expertise in delivering the service and outcomes
 | 5 marks |
| **Fully meets the tender requirement** * The descriptions and method statements are clear, detailed and concise
* The description may not clearly demonstrate added value
 | 4 marks |
| **Mostly meets the tender requirement but fails in parts.*** The description, method statements and supporting information/documentation are clear.
 | 3 marks |
| **Mostly fails the tender requirement but meets in some.*** The description, method statements and supporting information/documentation lack clarity.
 | 2 marks |
| **Significantly fails to meet the tender requirement.*** The description, method statements and supporting information/documentation lack clarity, and does not provide a clear answer to the question.
 | 1 marks |
| **Completely fails to meet the tender requirement.*** Fails to answer the question
 | 0 marks |

**Insurance Requirements**

|  |
| --- |
| **£10 million for Public, £10 million Employers Liability**, **£2M Professional Indemnity** In the event of the Policies lapsing through failure to renew or being cancelled or being substantially amended St Helens Council MUST be informed immediately.**Failure to meet this requirement will invalidate your Tender Application** |

1. Responses to the Pricing Schedule and Tender Response Document will enable the Council to assess the capability and competence of potential service providers to deliver the service stated in the specification, plus evaluate the cost.
2. This is a competitive procurement conducted in accordance with the Council’s Contract Procedure Rules.
3. Please read all parts carefully before attempting to answer any questions. All parts of the ITT must be completed fully. Supporting information and evidence must be supplied where appropriate or requested. Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that bidders will not be invited to participate further.
4. Any questions relating to this document must be lodged via the North West CHEST Portal by Friday 28th June 2019 @ 16.00. In the interests of fairness and parity, a response to all questions lodged will be circulated to all bidders, where appropriate.

**Award of Contract**

Upon conclusion of the evaluation of tenders, successful and unsuccessful Tenderers will be notified of the outcome in writing.

The Council does not bind itself to accept the lowest or any tender in whole or part and will ensure that the contract offers its users a range of services that best meets their requirements.

Should any supplier be disqualified, withdraw or fail to meet the minimum evaluation quality score the Council reserves the right to invite the next lowest bidder(s) on price to participate in the tender process.

The Council reserve the right to appoint the reserve bidder(s) should the first choice bidder not meet the requirements of the contract.

The award of contract will be subject to the successful Tenderer(s) entering into a formal Contract.

**Reserved Rights**

Without prejudice to any other right or remedy the Council shall be entitled at any time to:

1. Reject all or any tender
2. Not accept the lowest or any tender
3. Seek clarification of any tender
4. Suspend or cancel in whole or in part the tendering process
5. At any time before the acceptance of a tender, amend the terms of the ITT and/or other documents provided that in the event that it does so it shall

i) notify the Tenderer in writing accordingly, and

ii) shall extend the date by which tenders are required to be submitted in pursuant to this ITT by such period if any that the Council acting reasonably considers appropriate having regard to the nature and extent of the amendment(s).

1. Award the contract in part or whole and a willingness to work with other providers.

**Timetable**

The tender process will be in accordance with the timetable below. This table is indicative. While we will make all reasonable efforts to abide by the timescales shown, we cannot guarantee that there will not be delays to any part of the process due to unforeseen circumstances.

|  |  |
| --- | --- |
| **Invitation to Tender Issue date** | Thursday 13th June 2019 |
| **Last date for clarification questions** | Friday 28th June 2019 @ 16.00  |
| **Invitation to Tender Return date** | Friday 5th July 2019 @ 12.00 |
| **Issue Tender Evidence Documentation (TED) to successful bidder\*** | Monday 15th July 2019 |
| **TED return\*** | Friday 19th July @ 16.00 |
| **Successful & unsuccessful tenderers informed\***  | Monday 22nd July 2019 |
| **Issue contract award letter\*** | w/c Monday 22nd July 2019 |
| **Contract Start Date\*** | Monday 2nd September 2019 |

***\*Dates may be subject to change.***

# The decision is subject to approval at the appropriate Council committee/via Council’s Administrative/Executive Decision

St Helens Council does not bind itself to accepting any tender and retains the right to discontinue the tender process or to re-tender the procurement at any time.

# IMPORTANT NOTICES FOR BIDDERS

1. The information in this section provides an outline of the process that St Helens Council (The Council) intends to follow, although it reserves the right to amend this process or cancel the procurement at any stage without prior consultation.

Under no circumstances will the Council or its advisers be liable for any costs or expenses incurred by Bidders during the procurement process. **Expressions of interest are only sought from organisations that are agreeable to these arrangements.**

1. Whilst all materials supplied have been prepared in good faith the information provided has not been independently verified and does not purport to be all-inclusive or to contain all the information that a prospective applicant may require.

Bidders are responsible for making such checks and investigations, as they consider appropriate. The supply of the information provided to bidders does not constitute an obligation to give further information or to update the information provided or to correct any information that is incomplete or inaccurate.

1. None of the Council’s officers, employees, representatives, agents or advisers (together the “Issuers”) make any representation or warranty, express or implied, as to the accuracy, adequacy or completeness of the information provided. Neither do they make any representation or give any warranty, express or implied, with respect to this document or any matter on which it is based (including, without limitation, any financial details). Any liability is therefore expressly disclaimed.
2. Neither the Council nor the Issuers shall be liable for any loss or damage arising as a result of reliance on the information provided. The subject matter of this ITT shall only have any contractual effect when it is covered and contained in the express terms of an executed contract.
3. The issue of this document does not commit the Council to award any contract pursuant to the bid process nor does it constitute an offer to enter into a contractual relationship.
4. Save as provided below, in no circumstances shall the Council or the Issuers incur any liability whatsoever or be liable for any expenses incurred by Companies at any time. Any and all liability in relation to the information contained in this document is hereby expressly disclaimed and excluded to the maximum extent permissible by law. The exclusions of liability contained in this paragraph do not exclude liability for death or personal injury caused by the Issuers’ negligence and/or to fraud or fraudulent misrepresentation by the Issuers.
5. The Council does not bind itself to accept any received submission.
6. It shall be noted that any information given at this stage by the bidder will be subject to verification at later stages of the procurement process. If any error, omission or misrepresentation is discovered, the Council reserves the right to disqualify the bidder from further participation in the process, no matter what stage the process has reached.
7. The Council reserves the right to return to any of the subject matter included within this questionnaire at any time prior either to undertaking any work on behalf of the Council or being awarded any contract for similar requirements.

**Tenderer’s Warranties**

In submitting a Tender, the Tenderer warrants, represents and undertakes to the Council that:

1. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its Staff in connection with or arising out of the Tender are true, complete and accurate in all respects
2. It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council or any of its or their agents.
3. It has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council.
4. It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council, which may adversely affect such financial standing in the future.
5. It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

**Confidentiality**

Any information disclosed in this Invitation to Tender or any ancillary documentation or otherwise obtained from the Council or its advisers must be treated as confidential information and should not be disclosed to any third party or used in any manner, except as necessary in responding to this Invitation to Tender.

The Council will, during the tender process, hold in as confidential information, commercially sensitive information provided by the Tenderer in relation to its tender, including the proposal supplied in response to this ITT and information disclosed at and in relation to presentations. Notwithstanding the forgoing provisions of this paragraph the Council shall be entitled to disclose such confidential information to its officers and employees, agents and advisors as necessary in relation to this procurement or if required to do so by law. The Council shall also be entitled to disclose confidential information supplied by the Tenderer in the event that it receives a request for information under the Freedom of Information Act (2000).

The copyright in all the Tender Documents and all the documents which constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

**Rejection of Tender**

In the event that the Tenderer has in respect of its tender:

* entered into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made and/or
* informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender, except where the disclosure is in confidence, of the amount of the Tender was necessary to obtain insurance premium quotations, or the surety for any performance bonds, or professional advice required for the preparation of the Tender and/or
* caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform the Council of the amount of the approximate amount of any rival Tender for the contract and/or
* offered any inducement, fee or reward to any member or Officer of the Council or any person acting as an adviser to the Council in connection with the Procurement and/or
* done anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; and/or
* directly or indirectly canvassed any member or official of the Council or any of its agents concerning award of the Contract or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer and/or
* has done anything improper to influence the Council during the tender period and/or
* has failed to use the English language

The Council shall be entitled to reject that tender and for the avoidance of doubt such rejection shall be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

**DECLARATION**

COMPANY NAME: ..............................................................

SIGNATURE: ..............................................................

DESIGNATION: ..............................................................

NAME: ..............................................................

(Please print name in block capitals)

TELEPHONE No: ..............................................................

 (incl. STD Code)

**APPENDIX A - COURSE COSTS PRICING MATRIX**

All costs must include the JAUPT upload fee and be for WEEKDAY (Mon-Fri) sessions.

**A.**

|  |  |  |  |
| --- | --- | --- | --- |
| **No of delegates per session** |  **£ per delegate at****Council provided training facilities** | **£ per delegate at****Supplier provided training facilities** | **Postcode of supplier training premises** **(if applicable)** |
| **1-5** |  |  |  |
| **6-10** |  |  |  |
| **11-15** |  |  |  |

**B.**

|  |
| --- |
| **Should any of the modules vary in price from the prices given above, please give details below:** |

**APPENDIX B – Tender Response Document**

|  |
| --- |
| **Professional Experience *10%***This evaluation will be based on the supplier’s capacity to deliver DCPC training to groups of up to 15 delegates from both the private and public sector.Please state:* Experience/qualifications of trainers available.
* How many similar courses do you run every week in the public sector?
* Is there any availability for weekend courses?
 |
| **Response:** |
| **Course Content Other Modules *10%***This evaluation will be based on the range and suitability of the supplier’s other module options to comply with DVSA rules.* What modules do you offer over and above the typical courses mentioned in section 4 above?
* Please give an explanation of how you feel these modules will benefit a driver in a typical local authority service delivery environment.
 |
| **Response:** |

**FREEDOM OF INFORMATION & GOVERNMENT TRANSPARENCY AGENDA**

**(CONTRACTS > £50,000)**

# Freedom of Information

The Council has obligations and responsibilities under the Freedom of Information Act (2000) to provide on request, access to recorded information held by it. Bidders who consider that any information submitted in the Invitation to Tender document, or subsequently should not be disclosed to a third party because of its sensitivity should provide a schedule of that information.

The Schedule should contain:

a. Full reasons as to why disclosure is considered to be likely to prejudice the commercial interest of the bidder and would therefore constitute an actionable breach of confidence. Please note that the commercial interest exemption is subject to a public interest test. That is, we (a public authority) can only withhold commercially sensitive information where the public interest in maintaining the exemption outweighs the public interest in disclosing information.

b. Reasonable timescales during which that information should not be disclosed.

St. Helens have developed a Freedom of Information Policy that outlines the main obligations under the Act and the procedures to be followed when a request is received. This policy can be found on the St. Helens website under ‘Your Council/Contacting the Council’. This document is designed to provide specific guidance in respect of requests for procurement related information.

**GDPR Regulations**

The GDPR forms part of the data protection regime in the UK, together with the new Data Protection Act 2018 (DPA 2018). The main provisions of this apply, from 25 May 2018. The new rules have introduced processes which the authority must undergo when handling and processing personal data.

**Appendix C - Part 1: Generic Standard GDPR Clauses**

**Contractor Personnel**: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.**]**

**GDPR CLAUSE DEFINITIONS:**

**Data Protection Legislation**: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 [ subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller**, **Processor**, **Data Subject,** **Personal Data**, **Personal Data Breach**, **Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Access Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**GDPR**: the General Data Protection Regulation *(Regulation (EU) 2016/679)*

**LED**: Law Enforcement Directive *(Directive (EU) 2016/680)*

**Protective Measures**: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor**: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

**1. DATA PROTECTION**

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule [ X ] by the Council and may not be determined by the Contractor.
	2. The Contractor shall notify the Council immediately if it considers that any of the Council’s instructions infringe the Data Protection Legislation.
	3. The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

* 1. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule [ X ], unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been **reviewed and approved by the Council as appropriate to protect against a Data Loss Event** having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor’s duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

(i) the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and

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

(e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

* 1. Subject to clause 1.6, the Contractor shall notify the Council immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

(f) becomes aware of a Data Loss Event.

* 1. The Contractor’s obligation to notify under clause 1.5 shall include the provision of further information to the Council in phases, as details become available.
	2. Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

(a) the Council with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Council following any Data Loss Event;

(e) assistance as requested by the Council with respect to any request from the Information Commissioner’s Office, or any consultation by the Council with the Information Commissioner's Office.

* 1. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Council determines that the processing is not occasional;

(b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

* 1. The Contractor shall allow for audits of its Data Processing activity by the Council or the Council’s designated auditor.
	2. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
	3. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) notify the Council in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Council;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and

(d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

* 1. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
	2. The Council may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
	3. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Council may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

#### Appendix C - Part 2: Schedule of Processing, Personal Data and Data Subjects

**Schedule [X] Processing, Personal Data and Data Subjects**

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

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

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| **Description** | **Details** |
| Subject matter of the processing | Driving Licences of HGV drivers to be registered by Joint Approvals Unit for Periodic Training (JAUPT) approved bodies on the DVLA portal. |
| Duration of the processing | Each driver will complete 5) 7hr modules over a 5 year period from September 2019 and licence details must be produced each time. |
| Nature and purposes of the processing | Statutory obligation to ensure that HGV drivers who are paid to drive comply with legislation |
| Type of Personal Data | Driving licence information. |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers). |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Drivers produce their driving licence at the start of each module, they are immediately returned to them. Data kept in line with St Helens Council data retention schedules. |

## Transparency

Under the Government’s Transparency Agenda, the Council has a duty (within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004), to publish online expenditure over £500.00 and to publish procurement documentation, including tenders and resulting contracts. Suppliers and those organisations looking to bid for public sector contracts should be aware that the Authority’s tender documentation and the resulting contract may be published if the contract has a value above a threshold determined by the Authority. Limited redactions may be made to such documentation before it is published, however redactions must be within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and are subject to the public interest test.

# Instructions to Bidders

Following the expiry of any standstill period, the Authority may be required to publish online the contract / agreement arising from this procurement, including associated schedules, technical requirements and proposals. At the same time, the Authority is required to publish summary data about the contract. Summary data includes the following:

* Details of the authority / department to which the contract relates
* Scope of the contract
* Description of the contract
* Start and End dates and extension period if applicable
* Value
* Supplier name and type of organisation

**Sharing Performance Information/Data**

The Council may be requested to share performance data with key partners on a regional or national basis, for example for benchmarking purposes. Equally you are required to indicate if you feel that any such information/data may be exempt from disclosure.

Bidders are therefore requested to indicate those parts of the contract which they consider to be exempt from disclosure under the Freedom of Information Act 2000, or if applicable the Environmental Information Regulations 2004 by completing the attached redactions schedule. All redactions must be fully justified. Bidders are also required to indicate if any of the summary data which is to be published may be exempt from disclosure.

The Authority will be responsible for determining in its absolute discretion what provisions within the tender documentation, contract and summary data are exempt from disclosure and therefore which provisions may be redacted in the published versions. In doing so the Authority will take into account reasonable representations made by Bidders in the **redaction schedule below**, such representations should therefore be clear and provide the necessary evidence and justification for redactions.

### Exemptions to FOI requests / Redactions Schedule to be completed by Bidders

Bidders are required to complete the attached schedule in respect of:

1. Information considered to be exempt from the Freedom of Information Act;
2. Information to be redacted in any subsequent publication of contracts and tender documentation.

| **Document** | **Clause / Sub Clause** | **Specific text / numbers to be exempted / redacted** | **Applicable FOI exemption or EIR exception** | **Justification for the exemption / redaction including the identification of the specific harm that will be caused, the likelihood of the harm and the severity of the harm.** | **Public Interest Factors in relation to a Qualified Exemption** | **Time period of sensitivity** |
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**Invitation To Tender (ITT)**

# Instructions for completing the ITT

All tenders will be processed in accordance with the Councils procurement procedures.

Completed tender response documentation should be submitted via ‘The Chest’ portal by the specified deadline date submitting all relevant documentation.

Prospective service providers/suppliers should answer all questions and requirements as accurately and concisely as possible and follow the guidance in the tender document. Where a question is not relevant to the responder’s organisation, this should be indicated, with an explanation of an equivalent example.

All statements must be entered into the supplier response template and be no longer than the stipulated word count per question.

Policy documents and other supporting information must be referenced ensuring that the different sections are labelled with the question number and your company name.

Responses will be evaluated in accordance with the criteria set out in the tender documentation. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to consider alternative procurement options.

Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that service providers/suppliers will not be successful.

The Chest has help guides to the right of the screen that will assist in using the e-tendering system. If you have any queries relating to the electronic e-tendering system please call or email: Due North telephone helpline: 01670 597137, Email: support@due-north.com

Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

The Tender (including price) should remain valid for a minimum period of 90 days until a decision is reached. Pricing will remain the same throughout the contract duration, unless agreed otherwise by both parties.

Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

 Any tender received after the published deadline will be discounted.

St Helens Council is not responsible if all or part of your tender is not received

St Helens Council reserves the right to ask you to attend a post-tender clarification meeting.

St Helens Council reserves the right to conduct post-tender clarifications with one or more tenderers depending on the closeness of a bidder’s score to the highest scoring bidder.

Unless specifically requested to supply copies of documents, please insert your answers in the space provided following each question, (the table will expand as required). All enclosures and supporting documents should be clearly marked with the sections and questions to which they relate

The information disclosed in this ITT will be used in the evaluation process. Any invitation to tender does not imply any representation by this Council as to your financial stability, technical competence or ability in any way to carry out the Services. The right to return to these matters at any stage during the evaluation process prior to contract award is hereby reserved to this Authority.

Please **do not** include general marketing or promotional material from your Organisation as answers to any of the questions unless specifically requested to do so.

The Council reserves its right to reject as ineligible any incomplete submissions.