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**Greater Manchester Public Sector Apprenticeship Provision**

**Dynamic Purchasing System**

**Instructions**

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| --- | --- |
| **Contract** | Greater Manchester Public Sector Apprenticeship Provision  |
| **Contract Reference** | DN261470 |
| **Contract Period** | Commenced 2nd January 2018 – 31st December 2019 |
| **Extension Options** | To be extended for one year from 2nd Jan 2020 and option to extend for a final year from 2nd Jan 2021 |
| **Procedure** | Restricted DPS |
| **Issue Date** | Monday 9th September 2019 |



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**Please read this entire document before completing your response**

**1. GENERAL INFORMATION**

* 1. Trafford Council on behalf of Greater Manchester’s public sector organisations wish to procure a Multi Provider Framework using a Dynamic Purchasing System (DPS) of external providers to deliver quality apprenticeships across a variety of occupational areas within the public sector throughout the Greater Manchester (GM) area.
	2. STAR Procurement Service is a Public Partnership (Joint Committee) created by Stockport, Trafford and Rochdale Councils and is the shared procurement service supporting each of these Councils in the procurement of its Supplies, Services and Works Contracts and Concessions
	3. Applications are invited by STAR procurement, on behalf of Trafford Council (the “Council”), from Organisations with relevant experience and ability to demonstrate sufficient capacity for providing Apprenticeship Provision across the Public Sector in Greater Manchester (including AGMA Associate Members).
	4. This Application comprises of Specification; Instructions; Supplier Selection Questionnaire; and together with the listed Appendices, sets out the nature and extent of the requirement and the conditions upon which the Services are to be provided
	5. Bidders are invited to access the STAR Procurement website at [www.star-procurement.gov.uk](http://www.star-procurement.gov.uk) for tips on tendering and other additional information
	6. Bidders should note that any stated annual contract values provided are estimates and given for information and guidance only and the Council shall not be bound by such estimates
	7. In the event of any conflict arising between any of the provisions of the Application as issued by the Council and those submitted by the Bidder, the Application as issued by the Council shall take precedence
	8. Application Timetable. An indicative timetable indicating key dates is shown below. This may be subject to change at the Council’s discretion:

|  |  |
| --- | --- |
| Activity | Date |
| Issue of Invitation to Apply | Monday 9th September 2019 |
| Clarification Questions Close | Wednesday 2nd October 2019 |
| Application submission date | 10:00am Wednesday 9th Oct 2019 |
| Evaluation of Applications | Thursday 10th October -Monday 18th November 2019 |
| Providers notification of application outcome | Tuesday 19th November 2019 |
| Expected date of Establishment of DPS | Monday 25th November 2019 |

**2. WHAT IS A DYNAMIC PURCHASING SYSTEM (DPS)**

2.1 A Dynamic Purchasing System is an arrangement similar to a Framework Agreement in that Providers sign up to an agreement to deliver requirements that are in scope of the advertised specification in accordance with pre-agreed terms and conditions.

2.2 There is no guarantee of any business when awarded a place on a DPS

2.3 Unlike a traditional framework agreement, a DPS is able to be opened up at regular intervals to allow for Providers to be added onto the framework during its life.

* 1. Like with a traditional framework agreement, the competency and capability of providers has been evaluated, but unlike with a traditional framework agreement providers are not evaluated on specific delivery arrangements in order to be accepted onto a DPS.
	2. The benefits of a DPS is that it allows for new market entrants, unsuccessful Bidders from previous submissions and existing market players, who did not have the capacity to join during the initial period, to apply for a place onto a DPS when it is next opened.

3. HOW DOES IT WORK

* 1. Initial Applications are received during the first stage.
	2. These Applications are evaluated against the pre-determined Selection Criteria and measured against any minimum acceptable score.
	3. All those Bidders which are successful on the Initial Application process are admitted to the DPS.
	4. All Bidders that are unsuccessful will be provided with a de-brief of their Application.
	5. Once all Initial Applications have been evaluated, and all Bidders have been informed of the outcome of their application, the DPS is made ‘Live’.
	6. Any contracts awarded through a DPS will be via competitive exercise.

**4. ESTABLISHMENT OF THE DPS**

4.1 The creation of, and appointment to, this DPS is the first stage in a two stage process that will be used as a mechanism through which the GM public sector organisations may procure their Apprenticeship Training Provision. The opportunity to apply to the DPS is open during its lifecycle, which means that following the establishment of the DPS, unsuccessful organisations can re-apply, new organisations can apply for a place on to the DPS, or organisations can apply for other Lots that they did not bid for originally. Where a bidder has previously been unsuccessful, it is unlikely a further application will be successful unless the reasons why the previous application was unsuccessful have been addressed.

4.2 The process outlined in the Specification; and Instructions; is for the establishment and running of the DPS. Responses to the Supplier Selection Questionnaire (SSQ) will be assessed against the criteria set out within these document. Bidders will be informed following the assessment if they have been successful or not.

4.4 Bidders should note that the Council regards the evaluation of applications as a continuous process up to the point of award. Due consideration will be given to any relevant factors that come to light during this process and further information may be sought at any time including, but not limited to references, and visits to the Bidders premises. In the event of an unsatisfactory finding at any stage in the evaluation process the Council’s reserve the right to disqualify the Bidder concerned from the process without compensation.

4.5 Important Notice: In either of the following situations, the Council shall disqualify any Provider and remove them from the DPS immediately. Any Contracts held by that Provider with any and all GM shall also terminate with immediate effect, and the consequences of termination provision in the Contract conditions shall apply:

* Once a Bidder has been awarded a place on the DPS, should the Council’s become aware at any point during the term of the DPS that the information in the application was incorrect (be this negligently, accidentally, purposefully or otherwise) and therefore the Provider should not have been successful
* The Provider no longer satisfies the requirements as set out in the Supplier Selection Questionnaire, and therefore would not pass the evaluation if evaluated at that time.

It is therefore important for Providers to ensure that they maintain the minimum acceptable standards and requirements laid out in the Supplier Selection Questionnaire.

 4.6 While the DPS is Live, the Council will open up the DPS in line with the opening of the RoATP (approximately every 4 months) for new Applications to be submitted to place on to the DPS. The DPS will be opened up for a period of 30 days through the publication of an advert on the Chest, and Contracts Finder.

4.7 If a potential Bidder does not submit their application within this 30 day window, they will need to wait until the DPS is opened up again.

* 1. Those whom have already been placed onto the DPS will not need to submit any new Applications unless they are applying for an additional lot.
	2. Once a new Application has been submitted GM will evaluate and provide a response to the Bidders within a reasonable time period.
	3. If successful, the Bidder will be placed onto the DPS subject to signing of the DPS Agreement. If unsuccessful the Application will be provided with a de-brief of their Application.

**5. INSTRUCTIONS FOR APPLYING**

5.1 Applications must be submitted electronically via the internet using the Council’s electronic tendering system, The Chest at [www.the-chest.org.uk](http://www.the-chest.org.uk). If your company requires any technical support in relation to the submission of its tender via The Chest, please contact The Chest helpdesk (managed by Due North) during business hours of 08:30 to 17:30, Monday to Friday (excluding public/statutory holidays) by following the instructions in the [Supplier Support section of The Chest portal](https://www.the-chest.org.uk/SupplierSupport.html)

5.2 If Bidders have any questions about the Application, such questions should be submitted to the Council using the ‘Question and Answer’ facility within the opportunity advertised on The Chest. A copy of the question and a copy of the written reply may be circulated to all Bidders, with anonymity of the Bidder preserved. Bidders must not raise questions through any other channels, including emails direct to the Council, any named organisations or to STAR Procurement. No questions will be responded to, other than those raised through The Chest as described above

5.3 Bidders are advised to consider all application documents in detail in order to satisfy themselves as to the nature and extent of the Council’s requirements. Bidders are responsible for ensuring that they are fully familiar with the nature and extent of the requirements described in the Application for the Services and shall obtain for themselves at their own expense all information necessary for the preparation of their Application

5.4 On submission of Applications, Bidders are obliged to state agreement to the Conditions of Framework Agreement contained at Appendix 7. Should Bidders consider that they will be unable to accept the Conditions contained at Appendix 7, amendments should be requested in accordance with the procedure for asking questions described below, prior to the final date set for receipt of questions during the application period. The Council cannot guarantee that it will agree to any proposed amendments but will take all such requests into consideration before releasing a response; which will be made available to all participating Bidders. The Council cannot enter into contract negotiations following receipt and evaluation of applications

5.5 Bidders should note that notwithstanding the application; the Council makes no representations regarding Bidders’ financial ability, technical competence or ability in any way to provide the Services

5.6 The Application must be treated as private and confidential. The Application documents shall remain the property and copyright of the Council

5.7 The Council shall not be held liable for any costs, expenses and charges relating to or arising from the preparation of the tender including without limitation; the preparation of the documentation, attendance at meetings, attendance at presentations and inspection of premises

5.8 The applications must be submitted strictly in accordance with the Specification and Instructions. The application must not be conditional or be accompanied by statements that could be construed as rendering it equivocal and/or placed on a different footing from any other Bidders. Only Applications submitted strictly in accordance with these instructions will be accepted for consideration

5.9 Bidders shall not change the format of the Application document and shall complete the Supplier Selection Questionnaire without modifying the forms, questions or format of the questions. Non-compliance with this requirement may lead to rejection of the Bidder from the application process. Any unauthorised amendment, qualification or deletion of, or addition to, the Application documents issued by the Council may invalidate the Application

5.10 An Application submitted in accordance with this instructions will be deemed to remain open for acceptance or non-acceptance by the Council for a period of 90 days from the closing date stipulated. The Council may accept the Application at any time within this prescribed period. The Council shall, however, not be bound to accept any Application submitted

5.11 The Council does not bind itself to accept any Application submitted and shall be at liberty to accept or reject (either in part or wholly) any application (or modification of such application) and/or abort the process at any time prior to establishment of the DPS. In such circumstances the Council shall not incur any liability in respect of the Application submitted and will not be obliged to commence evaluation, or continue to evaluate Application submissions, or be liable for any costs incurred in connection with preparing and/or submitting and/or negotiating an Application. All such costs shall be borne by the Bidder themselves

5.12 Where estimated annual volumes are indicated in the Application documents, such levels are approximate estimates of the annual requirements of the proposed Framework. The Council does not guarantee that the volumes will be restricted to the amounts stated in the Application documents. The successful Bidder will be expected to honour the actual required usage levels at the tendered rates

5.13 The Council may, and hereby reserves the right to, alter the contents but not the intention of the Application documents prior to the closing date for application submission. The Council will forward these amendments, in writing, to all Bidders. No person other than the Council’s authorised service officer shall have the authority to vary any part of the Application documents and shall do so only in writing

5.14 Applications are submitted on the condition that the Council’s authorised service officer may, after opening the Application, discuss verbally or in writing with the Bidder the details of the documents submitted prior to formal acceptance of the Application by way of clarification (please note that such clarification enquiry does not in any way invite negotiation), without in any way committing the Council to accept such Application

5.15 Bidders are required to complete the Supplier Selection Questionnaire in accordance with the Specification and Instructions documents

5.16 Variant Applications will not be accepted or Variant Applications will be accepted subject to the criteria set out in Section 9 Scoring Principles below

5.17 Submissions must be completed in all respects, with any appended and permitted supplementary material fully referenced to the relevant question within the application. Bidders are NOT permitted to append any supplementary material other than that requested in the Supplier Selection Questionnaire.

5.18 The Council has the absolute discretion to disregard any appendices, either in part or in full, that contain information that is not relevant supporting information

5.19 Submissions must be made in English, in black script and shall be provided in a font size no smaller than 11 point. Please note that if a font size smaller than 11 point is used, the Council reserves the right not to proceed to evaluate the submission and it may result in rejection of the Application

5.20 The completed Application must be signed by the Bidder and submitted in the manner and by the date and time stated, together with all supporting documents as required by the Application documents. All documents requiring a signature must be signed:

5.20.1 Where the Bidder is an individual, by that individual;

5.20.2 Where the Bidder is a partnership, by two (2) duly authorised partners; and

5.20.3 Where the Bidder is a company, by either two (2) directors or a director and the Company Secretary such persons being duly authorised for such purpose

5.21 The successful Bidders will be required to execute a formal agreement prepared by the Council, which will include or refer to all relevant documents or information in the Application as forming the Framework. No work should be undertaken in respect of the delivery of the Services procured until the formal agreement has been signed or sealed by both the successful Bidder and the Council

**6. INSTRUCTIONS FOR THE RETURN OF APPLICATIONS**

* 1. Electronic submissions made via the Council’s electronic tendering system will not be permitted after the closing time has passed. Bidders must ensure that they allow sufficient time for the successful transmission of their electronic Application before the closing date and time. The inclusion of graphics, logos, photographs etc. considerably increases the size of electronic files and should be omitted wherever possible.
	2. Advanced Electronic signatures (supported by a qualified certificate as defined in the Electronic Signatures Regulations 2002) are not required where applications are submitted electronically.
	3. Application submissions shall be received by the Council by the closing date and time stated section 1.8 of this Instruction document. No submission received after the closing date and time will be accepted other than where there are exceptional circumstances which may be considered by the Director of STAR Procurement in their sole discretion. Please note that Application submissions which are only partly uploaded at the closing date and time will be considered to have not been received and will be rejected by the Council
	4. Application submissions shall be made in Microsoft Word (.doc; docx) format and any supporting documentation shall be submitted in either Microsoft Word (.doc; .docx), Excel (.xls; .xlsx) or Adobe PDF format
	5. The Council accepts no responsibility for any Application received in any way other than specified above. Applications submitted in any other manner will be rejected by the Council

**7. SUPPLIER SELECTION QUESTIONNAIRE (SSQ)**

7.1 The Council does not undertake to accept any SSQ Response, and reserves the right to accept the whole or any part of any SSQ Response submitted.

7.2 Each SSQ Response will be checked initially for compliance with requirements.

7.3 Evaluation will be based on a number of mandatory questions and scored Selection Questions. Bidders who pass all mandatory questions and score at least a 2 on each scored question will be awarded a place on the DPS.

7.4 The table in Section 8 provides the criteria and instruction for the SSQ Questions 6.6 to 6.12.

7.5 In addition flowchart on page 6 of the Specification document provides an overview of the process for the mandatory and scored questions.

7.6 An evaluation panel will individually score responses to the SSQ questions in accordance with the above procedure using the Scoring Principles set out in section 9 of this document, after which, the panel will come together to moderate and produce a single score for each Bidder’s response.

7.7 During the evaluation period, GM reserve the right to seek clarification in writing or by means of a clarification meeting from any or all of the Bidders, to assist it in its consideration of their SSQ Responses. Bidders will be notified in due course if this is required.

7.8 GM are bound by legislation and procurement rules and cannot enter into any negotiations on the SSQ Response post SSQ Response Deadline.

**8. SELECTION CRITERIA FOR QUALITY QUESTIONS**

The table below sets out the selection criteria to be used in the evaluation of quality questions 6.6 to 6.12

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Criteria**  | **Comments** |
| **6.6** | **Yes/No** | **Yes –** Continue to complete SSQ**No –** Exclusion from the process |
| **6.7** | **Yes/No** | **Yes –** Go to Questions 6.8**No –** Go to Questions 6.7.1  |
| **6.7.1** | **Yes/No** | **Yes –** Go to Questions 6.8**No –** Go to Question 6.7.2 |
| **6.7.2** | **Scored in line with Scoring Principles at 9 below**  | Separate appended document to be submitted in line with instructions in SSQContinue to complete SSQ |
| **6.8** | **Scored in line with Scoring Principles in 9 below** | Separate appended document to be submitted in line with instructions in SSQ |
| **6.9** | **Scored in line with Scoring Principles in 9 below** | Separate appended document to be submitted in line with instructions in SSQ |
| **6.10** | **Scored in line with Scoring Principles in 9 below** | Separate appended document to be submitted in line with instructions in SSQ |
| **6.11** | **Scored in line with Scoring Principles in 9 below** | Separate appended document to be submitted in line with instructions in SSQ |
| **6.12** | **Scored in line with Scoring Principles in 9 below** | Complete the template at Appendix 4 for each individual Lot this should be submitted as separate appended document in line with instructions in SSQ |

**9. SCORING PRINCIPLES**

 The following scoring principles shall apply to the evaluation of the scored questions in the SSQ Response

|  |
| --- |
| Scoring criteria |
| Score | Assessment | Interpretation |
| 0 | Unacceptable | Limited information and evidence provided, or a response that is inadequate / significantly deficient or with no response received. |
| 1 | Limited | Partially addresses the question but with gaps in information or evidence provided, or relevance of response |
| 2 | Satisfactory | An acceptable response submitted in terms of the level of detail and relevance, meeting all requirements of the question and including evidence to support the response. |
| 3 | Good | Response exceeds expectations and evidences detail that is likely to result in increased quality provision and identifies factors that will offer added value |
| **There shall be a minimum acceptable score of 2 or more for each question. Should a Bidder fail to score a 2 or more for any question, their whole application will be rejected.** |
|  |  |  |  |

**10. INVITATION TO TENDER – CALL-OFF CONTRACTS**

10.1 If the Purchasing Body/Bodies decides to conduct a tender competition through the DPS in respect of individual call-off contracts, only those Providers that have successfully entered the DPS and the relevant Lot shall receive an Invitation to Tender. The basis of the Contract Terms and Conditions, selection criteria and any overarching general service specification shall not change.

10.2 The Purchasing Body/Bodies reserves the right to conduct an Invitation to Tender based on the most economically advantageous tender as declared in the individual ITT. The evaluation will be based on both Price (15%) and Quality (85%).

10.3 When conducting an ITT for call-off contracts from the DPS, Providers will be issued with a specification, any service specification related terms and conditions specific to the call-off requirements which shall be in addition to the already agreed Framework Terms and Conditions, and award criteria. Such Invitations to Tenders shall be commensurate to the size and complexity of the individual requirement.

10.4 GM are bound by legislation and procurement rules and cannot enter into any negotiations on the ITT Response post ITT Response Deadline.

10.5 All Invitations to Tenders will be conducted through The Chest. The Purchasing Body/Bodies shall issue an Invitation to Tender document (Appendix 5) to all successful Providers on the applicable Lot.

10.6 All Invitation to Tender responses will be scored and awarded using the scoring principles set out in section 9 with the following weightings applied.

|  |  |  |
| --- | --- | --- |
| Level 1 Criteria | Level 2 Criteria | Level 2 Weighting |
| Quality85% | Delivery Model  | 35% |
| Partnership Working and Added Value | 10% |
| Experience & Track Record | 20% |
| Social Value | 20% |
| Price15% | Total Cost | 15% |
| Total |  | 100% |

10.7 The evaluation panel will individually score responses to the Invitation to Tender questions in accordance with the above procedure, after which, the panel will come together to moderate and produce a single score for each Bidder’s response.

10.8 Once a score has been allocated, it shall be multiplied by the relevant weighting in accordance with the below calculation:

*(Score x weighting) / maximum score = weighted quality score*

10.9 All weighted quality scores will be added together to form a Total Weighted Quality Score.

10.10 Prices will be evaluated in accordance with the below formulae:

*(Lowest Price / Providers Price) x Weighting = weighted price score*

10.11 All Rates inserted and Prices must be quoted in pounds sterling to two (2) decimal places (exclusive of Value Added Tax)

10.12 Before submitting their application, Providers are deemed to have fully satisfied themselves of the accuracy and sufficiency of the rate and prices stated, which, in the event of the Application being accepted shall (except insofar as it is otherwise provided) cover all the obligations under the Contract including without limitation; all fees, labour, equipment, and other overhead charges, expenses and disbursements and all general risks, taxation duties, liabilities, obligations and liabilities set out or implied as necessary to comply with the Contract. No claim against the Council shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 or otherwise on the grounds of any inconsistencies

10.13 Providers shall insert Price for the delivery of each single apprenticeship programme (i.e price per apprentice) as set out in the Invitation to Tender document Appendix 5, in line with the ESFA Apprenticeship Funding Bands. A Rate or Price of £0.00 inserted by Providers will be assumed to be provided free of charge

10.14 Providers shall not state a range of Prices for any item or totals calculated

10.15 Providers shall check tenders before submission to ensure that all price elements of the tender have been verified and correctly totalled. If arithmetical errors in tenders are discovered during evaluation, the Council will correct those errors and Providers will be requested to either confirm acceptance of those corrections or withdraw their tender.

10.16 The Council will seek clarification from Providers for any submitted tender which is considered by the Council to be economically unviable. Following a review of any submission made by a Bidder in response to such a clarification, if the Council remains of the opinion that the submitted tender is economically unviable, the Council will reject that tender

10.17 The Total Price Submission scores will be normalised so that the normalised lowest total will attract the highest price submission score i.e. 15%

10.17 The Total Weighted Quality Score and the Weighted Price Score will be added together to form the Total Weighted Score.

10.19 The Provider with the highest Total Weighted Score should be offered the contract.

10.20 Providers may be asked to attend a clarification interview at which a presentation may be requested. The interviews will be held in Greater Manchester area and provisional dates for interviews will be advised by the Purchasing Body/Bodies at a later date, if required.

10.21 In the event that clarification interviews are required interviews will not be scored, but the information given may be used to moderate tender evaluation scores in relation to relevant parts of the ITT submission. Providers must ensure that they have a representative available to answer any clarification questions (if they arise) in relation to their submission. Responses to clarification questions will be used to moderate tender evaluation scores in relation to relevant submissions

* 1. Any resulting Call-Off Contract will consist of the following documents:
		1. DPS Terms and Conditions (which includes);
		2. DPS Service Specification;
		3. SSQ Response Document;
		4. Call-off Contract Conditions;
		5. Invitation to Tender

10.23 The successful Provider will be required to sign the ITT document in order for a legally binding contract to exist between the Purchasing Body/Bodies and the Provider. Only upon signatures by both parties of the ITT Contract Particulars document shall a legally binding contract be created.

10.24 The Call-Off Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

10.25 Any Call-Off Contract award will be conditional on the Call-Off Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed.

**11. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (AS AMENDED) (‘TUPE’)**

11.1 It is the Council’s view that TUPE will not apply to this Procurement. However it is each Bidders responsibility to consider whether or not TUPE applies and Bidders should take their own legal advice as to whether TUPE will apply and the financial implications for their Tender

11.2 Bidders must indicate in their Tender whether their Tender submission is not based on TUPE applying

11.3 If TUPE applies there is an obligation to consult with recognised trade unions and employee representatives about any likely consequences for staff (envisaged measures)

**12. FREEDOM OF INFORMATION**

12.1 The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”)

12.2 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

12.3 If Organisations 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

12..4 The Council will endeavour to consult with Organisations 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

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

12.5.1 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

12.5.2 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

12.5.3 in cases where there is no absolute statutory duty to withhold information, then not withstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information

13. PARENT COMPANY GUARANTEE AND INDEMNITY

13.1 Where a successful Bidder has indicated in their response to Section 5 of the SSQ that their immediate or ultimate parent or holding company (as applicable) is prepared to guarantee their performance of the Services under the Contract, then the Council reserves the right to request at the same time it awards the Contract

13.2 The guarantee:

13.2.1 MUST be duly signed by the relevant immediate or ultimate parent or holding company of the successful Bidder (as applicable), as specified in Section 5 of the completed Supplier Questionnaire;

13.2.2 but NOT dated; and

 13.2.3 sent in duplicate prior to the Contract being awarded

13.3 Failure by the successful Bidder to supply this document, where they have otherwise indicated that they will procure such a guarantee in their response to Section 4.3 of the Company Information Document will result in the award of the Contract and the commencement date for the provision of [services/goods/works] being delayed. If the successful Bidder refuses to provide the required form of Deed of Guarantee and Indemnity then the Council reserves the right to award the Contract to the next highest scoring Bidder on this procurement exercise

13.4 The Council will not accept any proposed amendments to the terms and conditions to the form of Deed of Guarantee and Indemnity. Any attempt to amend the terms and conditions may also result in the tender being equivocal and the Bidder not being awarded the Contract, whereby the Council will award the Contract to the next highest scoring Bidder on this procurement exercise