



**Request for Quotation (RFQ)
for the service provision of**

**Social Care Career Pathway Report across Leicester,
Leicestershire & Rutland**

Issue Date: 11th August 2020

Return Date: 1st September 2020 (12 noon)

**Leicestershire Social Care Development Group
People Services – Learning & Development
Leicestershire County Council
County Hall
Glenfield
Leicester
LE3 8RF**

Contents

1.	INTRODUCTION	3
2.	INSTRUCTIONS TO TENDERS	5
3.	SPECIFICATION	11
4.	QUOTATION RESPONSE	15
5.	CONDITIONS OF CONTRACT	30

1 INTRODUCTION

1.1 Introduction

Leicestershire County Council (“the Council”) invites Quotations for the competition of a report on social care career pathways for Leicester, Leicestershire & Rutland, via the Leicestershire Social Care Development Group which is a legal partnership funded by Leicestershire County Council, Leicester City Council, and Rutland County Council.

Leicestershire County Council is the lead Partner on the Project and will be the contract manager for this contract.

The proposed Contract will be for a maximum 6 months. The Council’s detailed requirements are defined in the Specification (Section 3 of this document).

This document is the Request for Quotation (“RFQ”) and with the appendices and all other documentation issued to Tenderers sets out details of the Council’s requirements and how to submit a Quotation. Please ensure you read it carefully, however should you need any further information please see Section 2.3 on how to raise questions during the Quotation period.

1.2 Leicestershire County Council Supplier Code of Conduct

As part of the Council’s work around strengthening operational controls in procurement and contract management, an ethical Supplier Code of Conduct has been developed which sets out the requirement for companies that do business with the Council, and their supply chains, to operate in full compliance with laws, rules and regulations of the countries in which they operate. The Supplier Code of Conduct can be found on the Council website – <https://www.leicestershire.gov.uk/about-the-council/council-spending/doing-business-with-the-council>

The Code sets out principles to help suppliers to understand the standards and behaviours that are expected of them when working with the Council. This includes the principles of international conventions (e.g. United Nations Universal Declaration of Human Rights), UK specific legislation (e.g. Modern Slavery Act 2015) and Leicestershire County Council Policy (e.g. Receipt of Gifts and Hospitality).

Tenderers should ensure they are familiar with the Code of Conduct – Section 5 of the Supplier Code of Conduct specifically requires suppliers to support the principles contained in the document and to actively communicate and promote these principles in their own supply chains. Compliance with the code will be checked within the Council’s contract management mechanisms, and failure to adhere to the principles will be managed through the contract if necessary.

1.3 Procurement Timetable

The table below sets out the indicative timetable for this procurement process. It may be subject to change in which case Tenderers will be notified as appropriate.

Activity	Date of Activity
Contract opportunity advertised and RFQ published	11 th August 2020
Deadline for clarification questions (12 noon)	24 th August 2020
Deadline for Quotations Response (12 noon)	1st September 2020
Quotations evaluated	w/c 1 st September 2020
Provider documentation checks	w/c 1 st September 2020
Award decision approved and communicated to Tenderers	w/c 7 th September 2020
Contract Start Date	14 th Sept 2020

2 INSTRUCTIONS TO TENDERERS

2.1 Instructions

Please do not make any changes or deletions to the RfQ document including the cover pages. Only complete the boxes asking for your responses. Any changes or deletions made to the RfQ document will be disregarded and will not form part of the Contract.

Please complete Section 4 accurately, concisely and in the format provided. Please submit all documents separately and do not embed documents in your submission.

Quotations shall be submitted in accordance with and subject to the terms of these instructions and as set out elsewhere in this RfQ.

2.2 Procurement eTendering Portal

The Council is using the [EastMidsTenders](#) portal to conduct this exercise. The use of this system allows a full audit trail of communication with Tenderers to ensure fair treatment as well as to maintain full confidentiality of Quotation until the deadline for the receipt of Quotations.

If you require assistance in using the [EastMidsTenders](#) portal please read the [reference guides](#) available on the portal. If after reading these [reference guides](#) you are still unable to resolve your issue and require support please contact the Support Helpdesk by email ProContractTenderers@proactis.com for all support issues. This will auto-log a support ticket.

On logging a ticket, if you have not already logged one before, you will be issued with a registration email that will give you instructions to allow you to log in, log, review and update your own tickets.

In emergency situations you can contact the Support Service Desk on +44 (0)330 005 0352 this should be by exception and not as a rule and you should already have logged a support ticket prior to your call.

Please note the Support Service Desk will not be able to answer any Tender or contract opportunity specific enquiries.

If you experience any technical difficulties when uploading your Quotation submission, please also notify the Procuring Officer. Please ensure this notification is made before the closing date/time.

2.3 Questions during the Quotation Period

A clarification question and answer process will operate until the clarification question deadline to allow Tenderers to clarify information contained in this RfQ. Tenderers should submit any clarification questions via the [EastMidsTenders](#) portal. **The last date for submitting clarification question submission is 24th August 2020 (12 noon). Questions received after this date will not be answered.**

Tenderers are asked to raise any clarification questions as soon as possible to allow the Council to respond as far as possible in advance of the Quotation upload deadline.

In order to treat Tenderers fairly, the Council will provide an anonymised copy of any clarification questions received, and the answers to those questions, to all Tenderers via the [EastMidsTenders](#) portal.

2.4 Quotation Return

Your submission must be returned via the [EastMidsTenders](#) portal. Please do not submit hard copies of your Quotation.

You must have fully uploaded and submitted your Quotation by the deadline. Please ensure that you allow yourself plenty of time when uploading your Quotation as this may take a little while.

2.5 Quotation Evaluation

All compliant Quotations received will be evaluated according to the criteria and using the process stated below. The Council may only base its evaluation on information within the Quotation. Failure to respond to questions or provide requested information may lead to the Quotation being rejected or scored unfavourably.

Evaluation of all Quotations received will be conducted by reference to 'price' and 'non-price' criteria detailed in paragraph 2.5.2 and 2.5.3. The split between price and quality will be as follows:

Price	15 %
Non-price – Specification	85 %

The scores for 'price' and for 'non-price' will be combined to give a total score out of 100 percent.

The Council will accept the quotation which is most economically advantageous, i.e. a balance between price and quality.

The evaluation of this RfQ will be as follows:

2.5.1 Evaluation of Tenderer's Questionnaire

The Tenderer's Questionnaire at Section 4 is used to assess the minimum standards which the Council requires its Tenderers to meet in terms of:

- Compliance with legislation;
- Financial standing (inc. insurance);
- Technical and professional ability (inc. policies and procedures).

The Yes/No answers which lead to a 'Potential Fail' have been coloured in **red** in the Questionnaire. If you select a red answer you must provide additional information using the template at 4.6 - Appendix 1. The additional information should include a summary of the circumstances and any remedial action that has been taken. In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The Council will consider this, including where necessary seeking further clarification from the Tenderer, and may pass any Tenderer where it feels the response satisfies any concerns raised by the "Potential Fail" response as to the Tenderer's suitability and ability to deliver the Services as required by the Contract taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

Where supporting evidence is not explicitly requested, you do not need to provide it; however, the

Council reserves the right to request reasonable written evidence from the highest scoring Tenderer(s) to verify responses given prior to contract award. Failure to provide satisfactory information when requested may lead to the submission being rejected.

The table below sets out how each question will be evaluated.

Question Number	Scoring Criteria	How scored
Section 1	Potential Supplier Information	
1.1(a)-1.1(n)	Organisation details provided	Not scored
1.2(a)-1.2(h)	Contact details provided	Not scored
Section 2	Grounds for mandatory exclusion	
2.1(a)-2.3(b)	No = Pass, Yes = Potential Fail*	Pass/Fail
Section 3	Grounds for discretionary exclusion	
3.1 – 3.2	No = Pass, Yes = Potential Fail*	Pass/Fail
Section 4	Economic and Financial Standing	
4.1	The Council will use the information given to assess the financial position of the Tenderer to ensure they have the resources and stability to deliver the Services over the duration of the Contract. The Council will carry out a full assessment to examine the Tenderer's financial statements (and/or other evidence available) to ascertain its financial viability. Based on these assessments, the Council may pass or fail a Tenderer, however, before failing a Tenderer the Council will always give the Tenderer the opportunity to respond to the Council's concerns.	Pass/Fail
Section 5	Insurance	
5.1	Yes = Pass, No = Potential Fail*	Pass/Fail
Section 6	Technical and Professional Ability	
6.1- 6.3	The Council will use the information from these questions including references received to verify that the Tenderer has a proven track record of successfully delivering services similar in this contract.	Pass/Fail
Section 7	Modern Slavery Act 2015	
7.1	Declaration made.	Not scored
7.2	The Council will use the information provided to assess if the Tenderer complies with the Modern Slavery Act 2015. Yes =Pass, No = Potential Fail	Pass/Fail
Section 8	Additional Questions	
	Business Continuity	
8.1	Yes = Pass, No = Potential Fail*	Pass/Fail
	Safeguarding	
8.2	Yes = Pass, No = Potential Fail*	Pass/Fail
	Information Security	
8.3	Tenderers are required to demonstrate compliance with the EU General Data Protection Regulation ("GDPR") and with the Council's data standards as set out in this document. The Council will carry out an assessment based on the tenderers responses to the information security	Pass/Fail

Question Number	Scoring Criteria	How scored
	questions. Based on this assessment, the Council may pass or fail a Tenderer, however, before failing a Tenderer the Council will always give the Tenderer the opportunity to respond to the Council's concerns.	

2.5.2 Evaluation of Method Statements

The quality questions will be scored using the marking scheme set out in the table below.

UNWEIGHTED SCORE	DESCRIPTION
0	poor or unsatisfactory response giving rise to serious concerns about meeting the specification
1	weak response suggesting there are shortcomings of a less serious nature in meeting the specification
2	adequate response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service
3	good response giving confidence that the specification will be satisfactorily met in all relevant respects
4	very good response giving a high level of confidence that the specification will be fully met, offering added value and further improved outcomes

Tenderers' responses to questions will be evaluated by a panel of officers and a score given for each.

Any Quotation scoring 0 or 1 for any method statement will be considered to not meet the required minimum standard and may be rejected regardless of how well they score against the other method statements.

At the end of the evaluation process, a weighted score for each method statement will be calculated by applying the formula as set out in the table below:

Method Statement Evaluation			
Question	Weighting	Maximum Evaluator Score	Maximum Score available
MS1	35%	4	140
MS2	25%	4	100
MS3	25%	4	100
Maximum Method Statement Score Available			340
Total Method Statement Score out of 85 Tender Score / Maximum Method Statement Score x 85 = Final score used for evaluation			85

2.5.3 Evaluation of Price

The maximum budget for this contract is £20,000.

Price will be evaluated on the basis of the total costs provided within the pricing schedule (not to exceed £20,000). The lowest price will be awarded the full 15 points available for price, with other prices being scored pro-rata according to their proximity to the lowest price.

The following formula will therefore be used;

$$\frac{\text{Lowest total costs}}{\text{Quotation's total costs}} \times \text{Maximum Price Score 15\%}$$

2.5.4 Total Scores

The total scores obtained by each Tenderer for Method Statement evaluation & Price evaluation will be added together to achieve the Tenderer's overall final score.

The Quotation with the highest total score will be deemed to represent the Most Economically Advantageous Quotation and will be recommended for Contract award.

2.6 Award Process

Successful and unsuccessful Tenderers will be notified in writing of the Council's decision to award the Contract.

The Quotation will form part of the Contract with the successful Tenderer, which will become binding on both parties upon acceptance by the Council, though a formal contract may be required by the Council on request in the form set out in this RfQ.

The successful Tenderer must not undertake work without first having received written notification that they have been awarded the Contract and are required to start work.

Unsuccessful Tenderers may request feedback on strengths and weakness of their Quotation. For further feedback please contact the Officer named in the letter.

2.7 Conditions of Participation

All information supplied is intended to help you prepare your Quotation and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Quotation. Evaluation will be based upon the Quotation you submit in accordance with the instructions set out in the document. Failure to respond to questions or provide requested information may lead to your Quotation being rejected or scored unfavourably.

Whilst the information in the RfQ has been prepared in good faith, it does not intend to be comprehensive or to have been independently verified. The Council does not accept any liability or responsibility for the accuracy, adequacy or completeness of any of the information or opinions contained within this RfQ or any information made available during the procurement process.

Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing of the Quotation will be accepted by the Council.

This RfQ does not constitute an offer and the Council does not undertake to accept any Quotation.

All Tenderers undertake to protect and keep confidential all data and information provided, and undertake to protect the data and information from unauthorised access and unauthorised use.

Tenderers shall not discuss the Quotation they intend to make other than with professional advisers or joint Tenderers who need to be consulted. Tenderers are not permitted to make any public announcement about this procurement without prior written approval of the Council during the procurement process.

The Council reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage and will give all interested parties as much notification as possible.

This RfQ is made available on condition that its contents (including the fact that the Tenderer has received this RfQ) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Quotation. Copyright and all intellectual property rights in this RfQ and any other document created by the Council as part of this procurement process vests in the Council.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information. Further information on the Council's transparency obligations can be located at <https://www.gov.uk/government/publications/local-government-transparency-code-2015>.

Requests for information received during and/or following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA and EIR, which permit certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Council's transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council. For the avoidance of doubt the decision as to what information should or should not be disclosed will be taken by the Council at its absolute discretion.

Further information in respect of the Council's duties under FOIA and EIR can be located at www.ico.org.uk.

When providing details of contracts in answering Section 6 of the questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Council reserves the right to contact the named customer contact in Section 6 regarding the contracts included in Section 6. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

2.8 Publicity

No publicity regarding the Requirements or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

3 SPECIFICATION

1. Introduction & Background Information

The Leicestershire Social Development Group (LSCDG) is a legal partnership, its aims is to support the workforce development and raise the quality for the private, voluntary and independent adult social care providers across Leicester, Leicestershire and Rutland.

LSCDG is funded by the Leicestershire County Council, Leicester City Council and Rutland County Council.

LSCDG provides free training offer that include topics such as Moving & Handling, Safeguarding.

The LSCDG would like to commission a skilled professional with a significant working knowledge in the delivery of social care to research and deliver a comprehensive report, that LSCDG partners can use to inform any future work around the development of career pathways in the social care sector.

3. Scope & Service Requirement

The service provider will be required to:

- Have proven experience of social care and experience in the completion and presentation of detail reports
- Will carry out all research and analysis needed to complete the report - both desktop and in person.
- Will use their existing contacts or create their own contacts with relevant organisations in order to carry out the research
- Will have all the equipment required to carry out the research and create the report.
- Will create a report that includes robust evidence-based recommendations as outlined below.
- Will create a report that evidences robust and credible research techniques and sources.
- Will attend contract management meetings in Leicestershire
- Will create a report in a format accessible to all partners and agreed with the Council prior to commencing the work.
- Will present their findings to a LSCDG meeting

The report must include the following outcomes

- Evidence and presentation of successful regional and national models of career pathways/progression identifying levels of effectiveness, detailing how they were supported or funded by local authority commissioning teams, and any return on investment that was realised.
- What risks are associated with the implementation of a supported career pathways and recommendations to mitigate those risks
- To consider how a consistent and robust career pathway strategy could be delivered across Leicester Leicestershire and Rutland that would:
 - Improve services from the perspective of people who use services
 - Ensure social care organisations meet relevant requirements
 - Value workers by improving their competence, confidence and self-esteem
 - Develop a qualified workforce with a focus on continuing development of that workforce

- Change from a training culture to a learning culture in organisations
- Improve recruitment and retention of workers in the sector
- Ensure workers meet requirements for registration and re-registration.
- Evidence of any Local Authorities that have been able to support commissioning of more specialist packages.
- Identify any sources of possible additional funding to support the development and implementation of career pathways including the use of the apprenticeship levy.
- Detail any Best Practice and/or successful use of alternative funding in the development of career pathways
- Recommendations to include :
 - Detailed costed plan
 - Job specifications for care workers who can follow the pathway to an area of specialism as below
 - Dementia
 - Autism
 - Senior Home Care Worker (Funding)
 - Nutrition
 - Leadership
 - Safeguarding
 - Swallowing
 - Oral Health
 - Infection Prevention & Control
 - Recording
 - Nursing Associates

The Council will;

- Provide relevant data
- Provide relevant contact details in partner organisations

4. Interdependencies

The partners/stakeholders for the Project are:

- Leicester City Council
- Leicestershire County Council
- Rutland County Council
- External Care Providers across Leicester, Leicestershire & Rutland
- Skills for Care
- Inspired to Care Project
- NHS
- Health Education England
- Other Local Authorities
- Other Partnerships

5. Project Timetable

Stage/Activity	Dates
Research Start Date	21 st Sept 2020
Initial Research to be completed by	31 st Oct 2020
Draft Report to be completed by	30 th Nov 2020
Reviewed by Council	17 th December 2020
Final Report	1 st February 2021

6. Performance Standards and Monitoring

Performance Indicator	Method of Measurement
1st Draft	Review by Sub Regional Workforce Group Members by 30 th Nov 2020
2nd Draft	Review by & Sub Regional Workforce Group Members by 17 th December 2020
Final Report	Completion of report to a sufficient standard by 1 st Feb 2021

4 QUOTATION RESPONSE

4.1 Tenderer Questionnaire

Please ensure that all questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'. Should you need to provide additional Appendices in response to the questions, please use the template at 4.6 - Appendix 1 to provide details and these should be numbered clearly and cross referenced.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on 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)?	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) - Voluntary Community Social Enterprise (VCSE) - Sheltered Workshop - Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME ¹)? ¹ The European Commission defines an SME as an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million.	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of immediate parent company: - 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) (Please enter N/A if not applicable)	

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.

Section 1	Contact details of the person we may contact with regard to this procurement exercise.	
Question Number	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2(d)	Phone number	
1.2(e)	E-mail address	
1.2(f)	Postal address	
1.2(g)	Signature (electronic is acceptable)	
1.2(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)	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. 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 web page	
	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)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, identity of who has been convicted. If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	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)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	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 that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	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.	

Please Note: The Council 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 number	Question	Response
3.1	Please indicate if, within the past three years, 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.	
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 suppliers aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	To the best of your knowledge, does any owner, director or senior officer of your organisation have any personal or financial connection directly or indirectly with any member or officer of Leicestershire County Council which might be perceived to compromise their impartiality and independence in the context 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 public sector body 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
3.2	If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning).	

Part 3: Financial and Technical Ability

Section 4		Economic and Financial Standing
Question number	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> <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> <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> <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>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Section 5		Insurance
5.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Employer's (Compulsory) Liability Insurance* = £10 million (ten million pounds)</p> <p>Public Liability Insurance = £10 million (ten million pounds)</p> <p>Professional Indemnity Insurance = £2 million (two million pounds)</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
Section 6		Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of two 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
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Brief description of contract			
Contract start date			
Contract end date			
Contract value (£)			
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment.</p>		
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>		
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	
Section 8	Additional Questions		
	Business Continuity		
8.1	Does your organisation have in place measures that	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	will enable you to maintain your business activities in the event of an emergency situation or unforeseen event?	
	Safeguarding	
8.2	Does your organisation apply a safeguarding policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.3	<p>Where work to be undertaken is regulated or controlled under the Safeguarding Vulnerable Groups Act 2006 (SVGA), please confirm:</p> <p>(a) That you understand and will undertake the relevant responsibilities and duties under the SVGA</p> <p>(b) That members of your organisation have not been convicted or been the subject of any adverse finding under any offence under the SVGA</p> <p>(c) That you have policies, procedures and conditions in place as part of the employment of persons in regulated work under SVGA</p> <p>i. To make appropriate pre-employment checks</p> <p>ii. To make appropriate checks during employment</p> <p>iii. To monitor anyone subject to any conditions in the conduct of regulated activity</p> <p>(d) That you follow the guidance issued by relevant authorities in the management of controlled activity under the SVGA</p> <p>(e) That you will accept and comply with the Council's safeguarding requirements pursuant to the Council's policies and procedures in relation to safeguarding and the SVGA</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.2 Method Statement Questions

The purpose of the Method Statement questions is to enable the Council to evaluate your understanding of our requirements and the quality of your methodology for meeting them. Your submission should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification.

Tenderers are referred to Section 2.1.2 of this document and reminded that evaluation of their responses will account for 85% of the total tender score, and that each question is individually weighted as reflected in the marks available for each question.

Tenderers should consider their answer to the question in relation to the proposal being made – shorter answers are not necessarily a sign of a poor quality of answer.

Responses should be specifically relevant to the service delivery question being posed and any illustrative material should be clearly cross referenced.

Please provide a response for the four method statements called for below, adjusting as necessary the size of the 'response' box to accommodate your response.

No:	Question:	Weight:
Q1	Please set out the steps you would take, including allocation of resources, proposed methods, tools, and timescales to complete this project in line with the requirements set out in the service specification (Section 3)? <i>Word count limit – 2,000</i>	35%
	Response:	
Q2	Please describe in detail your knowledge and experience of the Social Care Sector and the challenges facing career pathways in this sector. <i>Word count limit – 1,500</i>	25%
	Response:	
Q3	What experience do you have of working with other local authorities in carrying out similar research projects? <i>Word count limit – 2,000</i>	25%
	Response:	

4.2 Pricing Schedule

Tenderer must provide their Price on the basis that they are making an offer on the terms of the Contract (including the Specification) as supplied in this Quotation.

Leicestershire County Council will pay a maximum of £20,000 for the contract duration and your quotation must not exceed this amount.

However, the maximum budget amount has been provided to allow bidders to further understand our financial position in regard to this project. As per the pricing evaluation methodology, bidders are encouraged to provide pricing which is competitive as possible in order to gain a higher price score.

This pricing response must cover all the service as detailed in the specification (Schedule 3).

All prices submitted must be stated in pounds sterling and the submission totalled and exclusive of VAT.

If a Tenderer's response contains omissions in the Pricing Schedule, the Council reserves the right (at its discretion) to disqualify the entire bid or to seek further clarification regarding the omission. In practice, if there are significant omissions the Council is likely to exercise its discretion to disqualify the entire bid.

To assist us in assessing value for money, Tenderers are required to provide a cost breakdown in the table below. Tenderers are to detail the cost elements to include (but is not restricted to) cost of resources, staff time (development and delivery), overheads and travel expenses.

Please enter your price(s) in the table below:

Cost Element	Total (£)
Total	

5.2 Payment Details

The Council's standard payment terms are 30 days from receipt of a valid invoice.

Provided that the Supplier has provided the Services in accordance with the terms of this Contract the Council shall pay the Supplier the Contract Price at three stages payable in arrears.

Payment is by BACS.

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

Bank Name: _____

Account Name: _____

Bank Address : _____

Postcode _____

Sort Code

--	--	--

--	--	--

--	--	--

Account No

--	--	--	--	--	--	--	--	--	--

No invoices will be accepted from any Tenderer without an iprocurement order or an official written Purchase Order from the Council and the Purchase Order number in full being quoted on all invoices.

IMPORTANT - All invoices should be addressed to:

Leicestershire County Council

PO Box 507

Sale

Cheshire

M33 0EJ

OR

Invoices should be submitted in PDF format to leicsinvoices@emss.org.uk for processing, one PDF per invoice.

Failure to do so may lead to a delay in payment.

5.3 Contract Conditions Acceptance

Contract for Provision of a Social Care Career Pathway Report across Leicester, Leicestershire & Rutland

To Leicestershire County Council

In response to the Request for Quotations for the provision of a Social Care Career Pathway Report across Leicester, Leicestershire & Rutland dated XXXXXX, I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

- 1 undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
- 2 understand that the Council is not bound to accept any offer it receives.
- 3 certify that I/We have not done, and I/We will not, at any time before the notification of tender results, do any of the following:
 - 3.1 Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
 - 3.2 Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
 - 3.3 Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and anybody or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.
- 4 contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.
- 5 accept the terms and conditions of the Contract set out in this Request for Quotations, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this tender in strict conformity with those terms and conditions.
- 6 understand that my/our responses to the questions posed in this Request for Quotations including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and Leicestershire County Council.
- 7 confirm that if our tender is accepted we will, if required, upon demand:
 - (a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
 - (b) Sign a formal contract document if required;
- 8 agree that unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 9 certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Request for Quotations. I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.

Signature

Duly authorised agent of the Tenderer

(Electronic/typed signatures are acceptable)

Position held

Name and Address
of Tenderer

.....

.....

.....

Date:

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

4.6 Appendix 1 Tender Questionnaire Additional Information Template

Explanation Response
Section and Question Number:
Explanation:

5 CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Business Day** means Monday to Friday excluding any public holiday in England
- 1.2 **Caldicott Principles** means the seven revised principles detailed in the Department of Health's "Information – to Share or not to Share" 2013
- 1.3 **Commencement Date** means the 14th September 2020.
- 1.4 **Conditions** mean these conditions of contract.
- 1.5 **Contract** means the agreement entered into between the Council and the Supplier embodying the Letter of Acceptance, Orders, these Conditions, the Supplier's Tender, the Specification and Pricing Schedule.
- 1.6 **Contract Documents** means the documents comprising the Contract.
- 1.7 **Contract Manager** means the person or persons nominated pursuant to Condition 4.1.
- 1.8 **Contract Period** means the period from the Commencement Date to the Expiry Date and any extension pursuant to Condition 2.2.
- 1.9 **Contract Price** means the price to be paid by the Council to the Supplier as set out in the Price Schedule for the provision of the Services as set out in the Specification.
- 1.10 **Contract Standard** means, in relation to the performance and discharge of any part of the Contract:
 - 1.10.1 with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;
 - 1.10.2 in compliance with all relevant legal requirements including Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the Contract Procedure Rules, Financial Regulations and Scheme of Delegated Powers to Chief Officers and all other internal requirements and procedures of the Council;
 - 1.10.3 having regard at all times to the welfare of children and vulnerable members of society; and
 - 1.10.4 in absolute co-operation with the Council and its other suppliers
- 1.11 **Council** means Leicestershire County Council.
- 1.12 **Data Controller** means as defined under Data Protection Legislation
- 1.13 **Data Processor** means as defined under Data Protection Legislation
- 1.14 **Data Protection Impact Assessment** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
- 1.15 **Data Protection Legislation** means (i) unless and until the Data Protection Act 1998 (DPA 1998) is no longer directly applicable in the UK, the DPA 1998 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then; (ii) on and from 25th May, 2018 unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation,

as amended or updated from time to time, in the UK including the Data Protection Act 2018 and then;(iii) any successor legislation to the GDPR .

- 1.16 **Expiry Date** means the 14th March 2021.
- 1.17 **Letter of Acceptance** means the letter issued by the Council accepting the Supplier's offer as set out in the Supplier's Tender and creating the Contract.
- 1.18 **Order** means an official order in respect of the Services or any part or parts thereof issued by the Council to the Supplier.
- 1.19 **Personal Data** means as defined under Data Protection Legislation
- 1.20 **Pricing Schedule** means the Schedule so entitled which incorporates the prices and rates for the supply of the Services.
- 1.21 **Services** means Education of Children in Care Attendance Data Collection as detailed in the Specification to be supplied in accordance with the Contract and includes any variation thereto made pursuant to Condition 9.
- 1.22 **Specification** means the document so entitled which describes the Services to be supplied by the Supplier and any variation or modification thereto made pursuant to these Conditions.
- 1.23 **Sub Contract** means a contract between two or more suppliers or contractors at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) whole or any part of this Contract.
- 1.24 **Supplier** means the person/s or company whose tender has been accepted by the Council and who accordingly enters into the Contract with the Council to supply the Services.
- 1.25 **Supplier's Tender** means the Supplier's offer in response to the Council's request for quotation and includes the completed Pricing Schedule, Supporting Information, Payment Details, Contract Conditions Acceptance and Contact Information and any amendments to same agreed in writing between the parties prior to the Commencement Date.
- 1.26 Reference to the Supplier shall be deemed to include the Supplier's partners directors and employees and the Supplier's agents and sub-contractors unless the context otherwise requires.
- 1.27 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract.
- 1.28 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
- 1.29 In the Contract, unless the contrary intention appears:
 - 1.29.1 words importing the masculine gender include the feminine gender; and
 - 1.29.2 words in the singular include the plural and vice-versa; and
 - 1.29.3 words importing a written notice or instruction include information transmitted by electronic means.

2 FORM OF CONTRACT

2.1 By submitting a bid to provide the Services, the Supplier is making an offer to perform the Services on the basis set out in the Supplier's Tender, subject to these Conditions and in accordance with the Specification. The Council's acceptance of a Supplier's Tender will be set out in a Letter of Acceptance.

2.2 The Contract will come into force on the Commencement Date and shall continue for the Contract Period unless terminated or determined earlier as provided for by these Conditions.

2.3 Sufficiency of Information

The Supplier shall be deemed to have satisfied itself before submitting its bid as to the accuracy and sufficiency of the prices stated in the Supplier's Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its bid.

2.4 Discrepancies between Contract Documents

2.4.1 the Supplier shall inform the Council immediately it becomes aware of any ambiguities or discrepancies between the Contract Documents giving full details.

2.4.2 any ambiguities or discrepancies found within the Contract Documents shall be resolved by the Council who shall issue to the Supplier appropriate instructions or where necessary a variation notice pursuant to Condition 9.

2.5 Copyright in Contract Documents

Copyright in the Contract Documents shall vest so far as it lawfully can in the Council but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

2.6 Exclusion of Rights and Third Parties

No third parties shall acquire any rights under this Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

3 DUE DILIGENCE

3.1 The Supplier acknowledges that it:

3.1.1 has made and shall make its own enquiries and carry out its own inspections of the operating environment to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council and the adequacy of the operating environment;

3.1.2 has raised all relevant due diligence questions with the Council before the Commencement Date; and

3.1.3 has entered into this Contract in reliance on its own due diligence alone.

4 CONTRACT MANAGER

4.1 The Council shall appoint a Contract Manager who shall be Nazir Hussein, Business & Development Manager or such other person or persons nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract or any constituent part thereof.

- 4.2 The relevant Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith. If any such instruction is a variation within Condition 9 it shall be valued pursuant thereto.
- 4.3 From time to time the relevant Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the relevant Contract Manager shall give written notice thereof to the Supplier.
- 4.4 The Supplier shall be required to attend contract management meetings on a periodic basis as defined by the Council to ensure review of performance of the Contract.
- 4.5 The Supplier will provide management Information on periodic basis at appropriate intervals relative to all activity undertaken by the supplier.

5 SUPPLY OF SERVICE/SERVICE LEVELS

5.1 Service Standard

The Supplier shall at all times during the performance of the Contract supply the Services to the Council's satisfaction and in accordance with the requirements of each Order, the Specification and to the Contract Standard.

5.1.1 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Services. In the event of the Supplier failing to make good such damage, the Council shall, two weeks after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

5.1.2 Where necessary the Council may require the Supplier to co-operate, liaise with, and co-ordinate its activities with those of any other supplier engaged by the Council and the Supplier shall comply with all such instructions reasonably given.

5.2 Service Orders

5.2.1 Where the Council wishes to purchase Services from the Supplier under the Contract it shall issue an Order detailing the Services to be provided based on the Supplier's Tender and the Specification. For the avoidance of doubt, the Council shall not be liable to pay for any Services delivered without a supporting Order.

5.2.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) the Council gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The Council shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

5.2.3 Where funding for the Contract has been made available to the Council by way of a grant the Supplier agrees to comply with any grant terms of the funding body of which it is notified. Where the grant funding is reduced or withdrawn during the Contract Period the Council shall be entitled to make any such adjustments to an Order as may be necessary (including the cancellation of an Order) and the Supplier shall acting in good faith incorporate any such adjustments.

5.3 Requests for Information

5.3.1 The Supplier shall as soon as reasonably practicable provide the Council with any information relating to the performance of the Contract which the Council may

reasonably request.

5.3.2 Subject to the receipt of reasonable notice, the Supplier agrees to attend any meetings called by the Council to discuss any aspect of the Contract.

5.4 Achievement of Contract Standard

5.4.1 Without prejudice to each and every remedy of the Council in the event of a failure of the Supplier to provide the Services in accordance with the terms of the Contract, the Supplier shall at all times during the performance of the Contract supply the Services in accordance with the Specification and to the Contract Standard.

5.4.2 The Supplier shall as soon as reasonably practicable provide the Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

6 THE SUPPLIER'S OBLIGATIONS

6.1 General obligations

6.1.1 The Supplier shall forthwith comply with any and all written instructions issued to it by the Council in respect of any matter relating to the supply of the Service, save that any instructions involving a fundamental change to the basis on which the Supplier tendered will be dealt with as variations pursuant to Condition 9.

6.1.2 Where the Supplier has referred to specific qualifications, licences, certificates, standards or memberships in the Supplier's Tender, it shall inform the Council immediately should these be withdrawn, lost or in any other way restricted. Where the Council deems that such withdrawal, loss or restriction affects the Supplier's ability to provide the Services it shall be entitled to terminate the Contract with immediate effect.

6.1.3 The Supplier shall keep full and proper records in relation to the performance of its obligations under this Contract and provide the Council with any information regarding such records as may be reasonably requested in writing by the Council and/or its internal or external auditors having regard to the Council's duties and responsibilities as a public authority.

6.1.4 Any information requested in writing under Condition 6.1.3 shall be provided by the Supplier within a reasonable time being no longer than three working days from the date of such written request and shall be provided in hard copy and, where available, also electronically. The Council shall be entitled to have the originals of any document so requested.

6.1.5 Without prejudice to the Supplier's obligations under Conditions 6.1.3 and 6.1.4, the Council shall be entitled to request, and the Supplier shall provide within a reasonable time, employment and relevant personal information in relation to the Supplier's personnel engaged upon or in connection with the provision of the Services for the purposes of anti-fraud measures such as data matching. The Supplier shall ensure that it takes any measures necessary pursuant to the Data Protection Act 1998 and any other relevant legislation to facilitate such disclosure lawfully and fairly. The Supplier will allow Service Users access to personal information maintained in respect of them in accordance with the Data Protection Act 1998 and the Council's Access to Records policy (a copy of which will be supplied on request).

6.2 Business Continuity

6.2.1 The Supplier will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Supplier's organisation, delivery of the Services to the Council is subject to a minimum of disruption.

6.3 Complaints Procedure

6.3.1 The Supplier will operate a complaints procedure (the "Procedure") acceptable to the Council and promote the Procedure appropriately to all service users. The Procedure will allow for advocacy on behalf of service users and will provide for independent participants in any appeals stage. The Supplier will also co-operate with any investigation under the Council's complaints procedure.

6.3.2 The Supplier will record the volume and nature of complaints received, how complaints were investigated and outcomes of investigations, to be produced to the Council on request.

6.4 Supplier Whistleblowing

6.4.1 The Supplier shall comply with the Council's whistle blowing procedures which ensure that employees of the Supplier are able to bring to the attention of a relevant authority malpractice, fraud and breach of the law on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution of discriminatory action.

6.4.2 The Supplier will ensure the dissemination of the Council's ['Supplier Whistleblowing Policy' \(Word Document\)](#) among all current and future employees and sub-contractors who have an active involvement in contracts for the Council, and any other employees as appropriate.

6.5 Legal Obligations in Sub-contract

6.5.1 The Supplier shall include in every Sub-contract –

6.5.1.1 a right for the Supplier to terminate that Sub-contract if the relevant Sub-contractor fails to comply in performance of its contract with legal obligations in the fields of environmental, social or labour law; and

6.5.1.2 a requirement that the Sub-contractor includes a provision having the same effect as Condition 6.6.1.1 above in any Sub-contract which it award.

7 THE SUPPLIER'S PERSONNEL

7.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise). The Council shall be entitled to request the removal of any of the Supplier's staff from delivery of the Services and the Supplier shall do its best to comply with any such request.

7.2 The Supplier shall ensure that its staff are properly and sufficiently instructed and supervised. Where any personnel are referred to by name in the Supplier's Tender, the Supplier shall not replace them without providing the Council with at least 14 days' notice.

7.3 The Supplier will operate policies on personnel matters for both staff and volunteers. These should include appropriate arrangements for safe recruitment processes, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Services, copies of which must be provided to the Council on request.

- 7.4 Where the provision of the Services requires any of the Supplier's employees or volunteers to work in a regulated activity with children or adults, the Supplier will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children and/or the Adults Barred List relating to the protection of adults are also undertaken.
- 7.5 The Supplier will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers.
- 7.6 The Supplier will ensure that all enhanced checks for a regulated activity including the appropriate barred list check or checks are renewed every three years.
- 7.7 The Supplier will not employ any person or continue to employ any person to provide the Services who appears unsuitable as a result of information received from the checks, and will notify the Council's Adults and Communities Department (in the case of service provision relating to adults) or the Council's Children and Families Department (in the case of service provision relating to children) immediately of any decision to employ such a person in any role connected with this Contract or any other contract or arrangement with the Council.

8 INTELLECTUAL PROPERTY

- 8.1 The Supplier warrants that the Services or use of them will not infringe any patent registered design trademark or copyright or other protected right and will fully indemnify the Council against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.
- 8.2 All intellectual property introduced in connection with this Contract shall remain the property of the introducing party. Unless otherwise agreed in writing, any intellectual property created pursuant to this Contract shall vest in the Council.

9 VARIATIONS

- 9.1 The Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract (a 'Variation'). In the event of a Variation being required, the Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the relevant Contract Manager's instructions or such other period as may be agreed. The valuation of changes made pursuant to this Condition 13 shall (where reasonable) be ascertained by the Council in accordance with the rates included in the Pricing Schedule, by identification and/or comparison (and again where reasonable).
- 9.2 For the avoidance of doubt, any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 9 or otherwise.

10 PRICES AND RATES

- 10.1 Provided that the Supplier has provided the Services in accordance with the terms of this Contract the Council shall pay the Supplier the Contract Price in three stages in line with the project milestones payable in arrears.
- 10.2 The Contract Price shall (subject only to any adjustment, variation or deduction in accordance with the terms of this Contract) be exhaustive of any amounts as are payable

by the Council to the Supplier.

- 10.3 The VAT exclusive prices and rates shall be as stated in the Pricing Schedule.

11 PAYMENT AND RECOVERY OF SUMS DUE

- 11.1 The Payments under this Contract shall be calculated in accordance with the Pricing Schedule.

- 11.2 The Supplier shall submit an invoice which shall include a valid purchase order number, together with supporting documentation, to the Council stating at least the following information:-

11.2.1 the gross instalment of the Contract Price;

11.2.2 any adjustments in accordance with Condition 11.7;

11.2.3 any amounts owed by one Party to the other in accordance with the Contract;

11.2.4 a summary and reconciliation setting out the net effect of the foregoing.

- 11.3 The invoice submitted in accordance with this Condition 11 shall state any VAT properly due thereon and be fully supported by background information or documentation.

- 11.4 Where the Supplier submits an invoice to the Council in accordance with Condition 11.2 the Council will consider and verify that invoice in a timely fashion.

- 11.5 The Council shall pay the Supplier any sums due under such invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.

- 11.6 Where the Council fails to comply with Condition 11.3 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 11.4 after a reasonable period of time has passed.

- 11.7 Where the Supplier enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it shall include in that Sub-Contract:

11.7.1 provisions that have the same effect as Condition 11.4 to 11.6; and

11.7.2 a provision requiring the supplier or contractor to that Sub-Contract to include in any Sub-Contract it enters into provisions that have the same effect as Condition 11.4 and 11.7.

- 11.8 The Council reserve their right at common law and in equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract.

12 FINANCIAL MANAGEMENT

- 12.1 The Supplier shall adhere to standard accounting practices and will allow reasonable inspection of financial records and minute books by officers of the Council if requested.

13 INDEMNITY AND INSURANCE

- 13.1 Subject to Conditions 13.5 and 13.6 the Supplier shall be liable for and shall fully indemnify the Council, their officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, whether in contract, tort or otherwise arising out of or in the course of or in connection with the Contract,

directly or indirectly from any negligence, negligent act, negligent omission, default or breach of duty on the part of the Supplier, or the breach by the Supplier of any provision of the Contract . For the avoidance of doubt:

- 13.1.1 The Supplier's liability to indemnify the Council pursuant to this Condition on account of loss of or damage to any property or data of any nature whatsoever includes a liability to reimburse to the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property and/or data.
- 13.1.2 The Supplier's liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to the Council.
- 13.2 The Supplier shall insure with a reputable insurance company against all loss of and damage to property and data and death of or injury to persons arising out of its obligations under the Contract and against all actions, claims, demands, costs, charges and expenses in respect thereof.
- 13.3 In addition to the above indemnities and any insurance cover required by law, the Supplier shall maintain insurance cover in respect of the Services as follows:
 - 13.3.1 Public/Third Party Liability Insurance of no less than £10 million (ten million pounds) in value for any one occurrence.
 - 13.3.2 Employers Liability Insurance of no less than £10 million (ten million pounds) in value in respect of any single claim or series of claims made in respect of any incident.
 - 13.3.3 Professional Indemnity Insurance of no less than £2 million (two million pounds) in value where the Services include the provision of advice to Service Users including advice regarding employment prospects, welfare benefits and money management.
- 13.4 The Supplier shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this Condition 13.
- 13.5 Subject to Condition 13.6 and any other express Condition in this Contract, in no event shall one party be liable to the other party for:
 - 13.5.1 any loss (whether direct or indirect) of profits;
 - 13.5.2 any loss (whether direct or indirect) of anticipated savings;
 - 13.5.3 any loss (whether direct or indirect) of goodwill or injury to reputation;
 - 13.5.4 any loss (whether direct or indirect) of business opportunity;
 - 13.5.5 indirect, consequential or special loss or damage, in each case arising out of or in connection with this Contract (including as a result of breach of contract, negligence or any other tort, under statute (excluding the Data Protection Act 1998) or otherwise, and regardless whether the other party knew or had reason to know of the possibility of the loss, injury or damage in question.
- 13.6 Nothing in this Contract shall exclude, limit or restrict the Supplier's liability to the Council for:
 - 13.6.1 fraud or fraudulent misrepresentation or any breach of Condition 20 (Improper Inducement or Reward and Gratuities);
 - 13.6.2 death or personal injury resulting from the Supplier's negligence (or the negligence of the Supplier's officer's agents or employees);

14 CONFIDENTIALITY

- 14.1 Except to the extent permitted by this Condition 14 or where disclosure is permitted elsewhere in this Contract, each party shall not, without written consent of the other, make use of for its own purposes or disclose to any person (except as may be required by law, or any employees of either party directly involved in the Services), any information marked confidential information in any material provided by one party to the other party pursuant to the Contract.
- 14.2 For the purposes of Condition 14.1, the parties agree that information is not confidential if:
- 14.2.1 It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or
- 14.2.2 The information came from a source not connected with the Contract and that source is not under any obligation of confidence in respect of the information; or
- 14.2.3 The information was known by the other party before the date of the Contract and that other party was not under any obligation of confidence in respect of the information; or
- 14.2.4 A party is required by law to disclose it including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004, subject to Condition 15; or
- 14.2.5 The parties agree in writing that it is not confidential.

15 OMBUDSMAN INVESTIGATION, FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION

- 15.1 The Supplier acknowledges that the Council is subject to the powers of the Local Government Ombudsman (the "Ombudsman") and has obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Supplier shall comply with all requests made by the Council and within the timescales stipulated by the Council as necessary (including but not limited to providing requested documentation and making staff available to be interviewed) to allow the Council to meet its legal obligations.
- 15.2 The Council shall be responsible for determining in its absolute and sole discretion and notwithstanding any other provision in this Contract whether any exemption including the exemption for commercially sensitive information or any other information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations.
- 15.3 The Supplier acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code") be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose information concerning the Supplier, the Contract or the Services:
- 15.3.1 in certain circumstances without consulting the Supplier; or
- 15.3.2 following consultation with the Supplier and having taken their views into account;
- provided always that where 15.3.1 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 15.4 The Supplier acknowledges that any commercially sensitive information identified in these

Contract Documents is of indicative value only and that the Council may be obliged to disclose it.

16 DATA PROTECTION

- 16.1. The Parties shall at all times comply with the Data Protection Legislation.
- 16.2 At the time of signing this Agreement it is understood and agreed by the Parties that no Personal Data is to be processed by either Party on behalf of the other Party under this Agreement, and nor is it the intention to enter into an agreement to exchange or to jointly hold Personal Data.
- 16.3 In the event it is established at any time during this Agreement that Personal Data is to be processed by the [Provider/Supplier] under this Agreement on behalf of the [Council/Authority] then the [Provider/Supplier] shall:
- (i) immediately enter into a data processing agreement with the [Council/Authority] on reasonable terms to be determined by the [Council/Authority] to ensure full compliance with the Data Protection Legislation by both Parties; and
 - (ii) indemnify and keep the [Council/Authority] indemnified in full for any and all consequences (including a Personal Data breach) arising as a result of the [Provider's/Supplier's] failure to comply with any of its obligations under this clause [16.3].
- 16.4 In the event that the Parties agree that it is necessary to exchange or to jointly hold Personal Data for the purpose of fulfilling the Parties obligations under this Agreement (except where the [Provider/Supplier] shall be processing Personal Data on the [Council/Authority]'s behalf) then the Parties shall enter into such additional or varied terms as are reasonably determined by the [Council/Authority] to ensure full compliance with Data Protection Legislation];
- 16.5 Failure by the [Provider/Supplier] to enter into a data processing agreement in accordance with clause [1.3(i)] or additional or varied terms in accordance with clause [16.4] shall be deemed a [material/serious] breach which shall entitle the [Council/Authority] to immediately terminate the Agreement without consequence or any liability under this Agreement
- 16.6 Any clause in this Agreement limiting the [Provider/Supplier's] liability in respect of any obligations, claims, losses, damages or otherwise under the Data Protection Legislation and/or this clause [1] shall not apply.

17 HEALTH AND SAFETY

- 17.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Supplier of copies of its risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.

18 EQUAL OPPORTUNITIES

- 18.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

19 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

- 19.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

20 IMPROPER INDUCEMENT OR REWARD AND GRATUITIES

- 20.1 The Council may terminate this Contract and recover all its loss from the Supplier if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:

20.1.1 offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the Supplier does not know what has been done); or

20.1.2 commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or

20.1.3 commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

Any Condition limiting the Supplier's liability shall not apply to this Condition 20.1.

- 20.2 The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the Council in accordance with the provisions of the Contract.

21 ENVIRONMENTAL REQUIREMENTS

- 21.1 Not applicable.

22 SUSPENSION AND RECTIFICATION

- 22.1 Notwithstanding any other provisions in the Contract, where in the Council's opinion the Supplier has in any respect failed to meet the Contract Standard; the continuing provision of the Services represents a risk to any person or property; and/or the Supplier is in any other way in breach of any of its obligations under the Contract, the Council shall be entitled to suspend delivery of the Services immediately and without liability to the Supplier (including without obligation to pay the Supplier) until such time as the matters raising the need for suspension of the Services have been resolved to the Council's satisfaction.

- 22.2 Where the Council believes that the Supplier is not performing the Contract to the Contract Standard it may (without prejudice to the Council's other rights under the Contract) require the Supplier to prepare a rectification plan (the "Rectification Plan") which shall be provided to the Council within fourteen (14) days of its request and which will set out the manner in which the Supplier intends to return the delivery of the Service to the Contract Standard and the timeframe for doing so. The Council shall be entitled to make reasonable amendments to any Rectification Plan so submitted by the Supplier.

- 22.3 Where the matters leading to the suspension of the Services pursuant to Condition 4.1 cannot be or are not resolved to the Council's satisfaction within twenty one (21) days of the suspension taking place or where the Supplier has failed to comply in any respect with a Rectification Plan prepared pursuant to Condition 22.2 (as amended by the Council), the Council shall be entitled to terminate the Contract with immediate effect without any further liability to the Council.

23 TERMINATION

- 23.1 The Council shall be entitled to terminate the Contract at any time by giving 3 months' notice in writing to the Supplier.
- 23.2 The Council may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:
- 23.2.1 (without prejudice to Condition 23.2.2) the Supplier is in material breach of any of its obligations under this Contract which is not capable of remedy;
 - 23.2.2 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 23.2.3 repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - 23.2.4 breaches any of the provisions of Condition 7, 14, 15, 16, 19.
 - 23.2.5 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 23.2.6 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 23.2.7 the Supplier ceases, or threatens to cease, to carry on business; or
 - 23.2.8 there is a change of control of the Supplier within the meaning of s1124 of the Corporation Tax Act 2010; or
 - 23.2.9 the Council reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
 - 23.2.10 the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Contract or to any other Contract with the Council; or
 - 23.2.11 the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.
- 23.3 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this Condition or any other provision of the Contract that either expressly or by implication has effect after termination.
- 23.4 Any termination of the Contract by the Council will be without prejudice to the rights of the Council in respect of any prior breach by the Supplier of the Contract.

24. CONSEQUENCES OF TERMINATION

- 24.1 With the exception of termination pursuant to Condition 23.1, the Council upon termination of the Contract shall be entitled to employ and pay other persons to provide and complete

the provisions of the Contract and to recover any monies paid in doing so from the Supplier.

- 24.2 Where following expiry or earlier determination of the Contract, provision of the Services is to transfer to another provider, the Supplier shall assist the Council in all respects with such transfer including, but not limited to, providing the Council with any information required to enable the Council to comply with its obligations under TUPE.
- 24.3 Within 6 weeks of the expiry or earlier determination of the Contract the Supplier shall repay to the Council any amount paid to the Supplier that has not been spent as at the date of expiry or termination of the Contract in delivering the Services.

25 EXIT MANAGEMENT AND DATA

- 25.1 The Supplier and the Council shall co-operate in good faith the strategic exit from this Contract, and the Supplier shall ensure the orderly transition of the Services from the Supplier to the Council and/or any replacement supplier in the event of termination or expiry of this Contract.
- 25.2 In the event of termination or expiry, the Supplier shall cease to use all Council data (including management information and any other information, records and documents) and, at the direction of the Council shall return to the Council a complete and uncorrupted version of the Council data (including management information and any other information, records and documents) held in electronic form or otherwise, in the formats and on media agreed with the Council and at no cost to the Council, and upon receipt of the Council's written instructions shall destroy all copies of the Council's data (including management information and any other information, records and documents).

26 FORCE MAJEURE

- 26.1 Neither party shall be liable in respect of any breach of the Contract due to any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, Act of God, flood, lightning or fire; industrial action or lockouts; pandemic; the act or omission of Government, highway authorities or other competent authority; war, military operations or riot.
- 26.2 A party affected by a Force Majeure Event shall inform the other party as soon as practicably possible of the circumstances involved and the likely timeframe for resolution. Should the Force Majeure Event not be resolved within thirty (30) days of notification, the other party shall be entitled to terminate the contract by notice in writing.

27 DISPUTES

- 27.1 Any disputes arising which cannot be solved at an operational level within 14 days of written notification shall be escalated to a senior manager in each organisation who will attempt to resolve the dispute in good faith or if unable to be resolved within 21 days following escalation may be referred by either party to arbitration.
- 27.2 Where a matter is referred to arbitration it shall be referred to a single arbitrator to be agreed between the parties or failing such agreement within fourteen (14) days to be nominated by the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 (as amended). Unless otherwise agreed in writing the costs of arbitration shall be shared evenly and the decision of the arbitrator shall be final and binding on both parties.

28 LEGAL PROCEEDINGS

- 28.1 Immediately upon becoming aware of the same, the Supplier shall notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract and where requested to do so by the Council shall assist the Council with any legal proceedings or internal hearings giving evidence or providing

documentation as necessary.

29 AGENCY

- 29.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 29.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 29.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

30 ASSIGNMENT AND SUB-CONTRACTING

- 30.1 The Supplier shall not transfer, assign or sub contract directly or indirectly to any person the whole or any portion of the Contract without the prior written permission of the Council. The Supplier shall be responsible for the observance of all the provisions of the Contract by all sub-contractors.

31 WHOLE CONTRACT

- 31.1 The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties with respect thereto.

32 AMENDMENTS

- 32.1 The Contract may be amended by agreement between the parties but no amendment to the Contract shall be binding unless it is recorded in writing and signed by a duly authorised representative of each party.

33 SEVERABILITY

- 33.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions shall continue in full force and effect.

34 WAIVER

- 34.1 The failure of the Council to insist upon strict performance of any provision of the Contract or the failure of the Council to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

35 NOTICES

- 35.1 Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting.

36 JURISDICTION

- 36.1 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.