

OPEN PROCEDURE GUIDANCE DOCUMENT

INVITATION TO TENDER (ITT)

**Framework for the Provision of
Community Equipment & Supplies**

PERIOD: 8th December 2016 – 7th December 2020

CHEST REF: DN169426

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Version: 4

CHESHIRE EAST BOROUGH COUNCIL

INVITATION TO TENDER FOR: Framework for the Provision of Community Equipment & Supplies

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

| ITEM | CONTRACT DETAILS |
|----------------------------|---|
| OJEU reference: | insert OJEU Ref: |
| Contract Description: | Cheshire East Council is seeking to identify suppliers of community equipment and supplies to provide a service to the Cheshire Community Equipment Services Partnership |
| Period of Contract: | 8 th December 2016 – 7 th December 2020 |
| Call-off Frequency | <p>The framework will be called off as and when necessary</p> <p>The Council makes no guarantee as to the volume of business on offer and volumes provided are indicative only and intended as a general guide based on the last 12 months usage.</p> |
| Estimated Contract Value | £80 million is the maximum value of the framework although there are no volumes guaranteed. |
| Procuring Officer: | Alison Oakes |
| Queries or Clarifications: | Any queries or requests for clarification must be directed via The Chest at www.the-chest.org.uk using the Q&A discussions area, and received before noon on 12 noon 5 th August 2016. |
| Submission instructions: | All documents must be returned via The Chest at www.the-chest.org.uk , and must be compatible with Microsoft Office or Acrobat/PDF formats. |
| Tenders to be sent to: | E-TENDERING ONLY (www.the-chest.org.uk) - Tenderers must not submit Tenders by postal methods |

| | |
|------------------------------|--|
| | <p>or return a Tender via e-mail to The Council.</p> <p>Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by the closing date and time.</p> <p>If you have any technical problems with 'The Chest' please contact the helpdesk on: Email: nwsupport@due-north.com Telephone: +44 1670 597137</p> |
| Date/time for Tender return: | 12:00 Noon on 12th August 2016 |

TIMETABLE

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

| Stage | Date(s)/time |
|---|---|
| Issue of Invitation to Tender | 13th July 2016 |
| Deadline for queries and clarifications relating to Invitations to Tender | 5th August 2016 |
| Submission of Tenders | 12 noon on 12th August 2016 |
| Evaluation of Tenders | 22nd August 2016 – 2nd September 2016 |
| Tenderer interviews/clarification meetings | The Council reserves the right to hold clarification meetings and interviews |
| Notification of result of evaluation | 5th September 2016 |
| Standstill period | 6th September 2016 – 16th September 2016 |
| Expected date of award of Contract(s) | 19th September 2016 |
| Contract commencement | 8th December 2016 |

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IMPORTANT NOTICE

This Invitation to Tender (“ITT”) is issued to those who have expressed an interest to tender (“Tenderers”) to Cheshire East Borough Council (“The Council”) to provide goods and services under the **Framework Contract for the Provision of Community Equipment & Supplies (Goods and Services)** (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

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

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

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by The Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

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

<http://www.legislation.gov.uk/uksi/2015/102/contents/made>

1. BACKGROUND

- 1.1. Further details of The Council's needs under the Contract and other relevant information is provided in the Specification at **Appendix A**.
- 1.2. If you have any questions or require any clarifications, please direct these via 'The Chest'.
- 1.3. Other than the team members allocated to the contract no Council employee or member of The Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 1.4. Please note that The Council's responses to any queries or clarification requests may, at The Council's discretion, be circulated to all Tenderers.
- 1.5. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.7. Under the Contract The Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 1.9. Tenderers should note that the Contract is a framework contract and orders under it will be made by the Service as and when required. The Service makes no guarantee that any orders will be placed under the Contract.

2. TENDER SUBMISSION REQUIREMENTS

- 2.1. The closing date and time for receipt of the ITT is **12:00 Noon on 12th August August 2016**.
- 2.2. Tenders must be written in the English language.
- 2.3. Tenders must provide responses referring back to the numbering format as set out in the response document.

- 2.4.** Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.5.** Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. The Council cannot be held responsible for technical/ICT issues in leaving the uploading of your submission too late.
- 2.6.** No submission received after this closing date and time will be considered other than where there are exceptional circumstances which may be considered by the Borough Solicitor in his/her sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
- 2.7.** Where several documents are to be enclosed, preference would be for these to be 'zipped' as one file and attached to the portal. Please do not send any additional company literature/brochures if these have not been requested
- 2.8.** The Council reserves the right to reject or disqualify a Tenderers submission where documents are completed incorrectly, are incomplete or fail to meet The Council's submission requirements which are detailed in this document.
- 2.9.** The Council reserves the right to reject or disqualify a Tenderers submission if in the opinion of The Council the Tenderer is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
- 2.10.** Errors in Tenders: The tenderer will be given details of any error(s) found during evaluation and shall be given the opportunity to confirm without amendment or withdraw the tender; or
- 2.11.** If 2.10 is not applicable, and pursuant to 2.12, the tender will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
- 2.12.** If a tender containing major arithmetical errors or a large number of arithmetical errors is submitted then this may be rejected on the grounds that there is a serious doubt about the competence of the bidder.
- 2.13.** The ITT must provide all of the information requested in the specified format and be completed in full and signed where indicated. In particular, the Form of Tender and the Certificate of Non-Collusion and Non-Canvassing must be signed by an authorised signatory.
- 2.14.** Failure to complete all relevant sections or sign the document where required may render your submission incomplete or non-compliant and may invalidate your submission.

- 2.15. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
- 2.16. The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.17. The Tender must not be qualified in any way.
- 2.18. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.19. Your full registered business/name and main office address must also be provided on all documents.
- 2.20. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.

3. CONTRACT DOCUMENTS

- 3.1. Any resulting Contract will consist of the Contract Particulars (to be completed) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2. This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.3. Any contract award will be conditional on the Contract being approved in accordance with The Council's internal procedures and The Council being generally able to proceed. The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderer.

<http://www.legislation.gov.uk/ukxi/2015/102/regulation/87/made>

- 3.4. The Council reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
- 3.5. The successful tenderer will be required to execute a formal Agreement in the form of the attached Contract.
- 3.6. Please note that no work must be commenced by the successful tenderer and no payment can be made until the contractual terms and conditions are signed by both parties.

4. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS

4.1. Open Procedure

- The procurement process adopted by The Council is based upon the Open tendering procedure as detailed in the Public Contracts Regulations 2015. <http://www.legislation.gov.uk/ukSI/2015/102/regulation/27/made>

In brief, the process will be as follows:

- All suppliers expressing an interest in the contract have been sent an Invitation to Tender (ITT) email notification and their subsequent tender submission will initially be evaluated to ensure that all the stated qualifying criteria are met.
- All tenders which meet the qualifying criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.

5. TENDER EVALUATION - PRE-QUALIFICATION QUESTIONNAIRE (PQQ)

- 5.1.** The evaluation will be based upon two stages, qualifying and award; only those tenders that meet the qualifying criteria within the PQQ at Schedule 4 will then be scored against the award criteria. Those deemed not to meet the qualifying criteria and / or obtain a minimum score of 50% will not be considered further.
- 5.2.** A number of qualifying criteria will be applied to the responses given by tenderers to the PQQ section of this tender document. These qualifying criteria are essentially the minimum standards which Tenderers must meet or exceed. They address the Tenderer's capacity to perform the contract, i.e. the minimum requirements for professional, technical and financial capacity.
- 5.3.** Those Tenderers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The qualifying criteria will be based upon the following factors, and will be assessed as either 'Pass' or 'Fail'.

Any Tender failing any of the below qualifying PQQ criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.

PQQ Evaluation Matrix Table

| Section | Assessment | “Fail” on |
|--|--|--|
| Schedule 4 (PQQ) Pre-Qualifying Questionnaire | | |
| Section 1. Supplier Information | This section is required for information purposes only, to ensure The Council has the correct details of all Organisations. | N/A |
| Section 2. Mandatory Grounds for Exclusion | These sections are to be scored on a pass/fail basis. | Unlawful Actions |
| Section 3. Discretionary Grounds for Exclusion Part 1 | If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions |
| Section 4. Technical & Professional Ability Section 5. A) Additional PQQ modules B) Insurance C)Compliance with equality legislation D) Environmental Management E) Health and Safety F) Economic & Financial Standing | <p>The questions in sections 4 and 5 will be evaluated in a number of ways: Scored and Pass / Fail Basis.</p> <p>Where questions are to be scored the relevant % weighting is stated individually for each question within the Pre Qualifying Questionnaire in the response document.</p> <p>The scored questions in this section are scored out of a possible 100%.</p> <p>The scoring criteria table further below will show the pass / fail criteria.</p> | <p>Applicants will fail on Incomplete responses and / or</p> <p>Doesn't meet minimum PQQ pass score of 50% for scored questions</p> <p>A 'fail' is given for a pass / fail question.</p> <p>Question 5A2 a Fail would be either an incomplete response or NO response</p> <p>Question 5A3 a Failure would be either an incomplete response or a Failure to be working towards a Quality Management System</p> <p>Question 5A5.i, ii, iii ticking NO is not an automatic failure if you give an acceptable explanation. This will be at the discretion of Cheshire East Council</p> <p>Question 5B a failure</p> |

| Section | Assessment | “Fail” on |
|---------|------------|---|
| | | <p>to put the correct insurance levels in place will be an automatic fail</p> <p>Question 5C if you answer Yes to either 5C1 or 5C2 YES is not an automatic failure if you give an acceptable explanation. This will be at the discretion of Cheshire East Council</p> <p>Question 5D1 if you answer Yes it is not an automatic failure if you give an acceptable explanation. This will be at the discretion of Cheshire East Council</p> <p>Question 5D2 if you answer No this is an automatic fail</p> <p>Question 5E1 if you answer No this is an automatic fail</p> <p>Question 5E2 if you answer Yes it is not an automatic failure if you give an acceptable explanation. This will be at the discretion of Cheshire East Council</p> <p>Question 5E3 if you answer No it is not an automatic failure if you give an acceptable explanation. This will be at the discretion of Cheshire East Council</p> <p>Question 5F Cheshire East Council reserve the right to clarify if the answers are not sufficient</p> |

| Section | Assessment | "Fail" on |
|----------------------------------|---|---|
| | | Question 5G A Failure would be either an incomplete response, or a Failure to be working towards a Single Central Record upon award of Contract |
| Section 6. Declaration | This section is required for information purposes only, | N/A |

PQQ Scoring

The tenderers response to Question 5A.4 and Question 5A.5 within section 5 of the PQQ is scored between 0 and 5 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed for that question.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q1, Overall Percentage weighting is 20%; max score allowed = 5; actual score given = 3, hence adjusted score = actual/max = 3/5 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 20 x 60% = 12%

NOTE TO ORGANISATION:

For the PQQ Questions, please see Schedule 4 Section 4 and 5 of the Response Document.

6. TENDER EVALUATION - AWARD CRITERIA

- 6.1.** Response to Invitation to Tenders (ITT) will be evaluated to determine the most economically advantageous Tender taking into consideration the following award criteria within Table 1 below:
- 6.2.** The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 6.3.** Where the pricing of a Tender is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>

| Section | Assessment |
|--|------------|
| 6.3. Customer Care | 10% |
| 6.4. Equality and Diversity | 5% |
| 6.5. Workforce Competency | 5% |
| 6.6. System Availability, Business Continuity and Contingency Plan | 5% |
| 6.7 Social value | 5% |
| 6.7. Scenario 1 | 2.5% |
| 6.8. Scenario 2 | 2.5% |

The tenderers response to each non-priced contract-specific question is scored between 0 and 5 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q1, Overall Percentage weighting is 15%; max score allowed = 5; actual score given = 3, hence adjusted score = actual/max = 3/5 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 15 x 60% = 9%

Pricing Information

- Tenderers must complete the Pricing Schedule set out in **Schedule 5 (Appendix B)** of the response document to provide all of the obligations under the Contract.
- All Prices shall be stated in pounds sterling and exclusive of VAT
- Tenderers must also indicate all other costs that will be associated with the contract e.g. Rates, expenses etc. No claim for additional payment for items that have not been specified.
- Prices are to be fixed for the initial contract period,
- Each Service listed within each Lot will be weighted individually to total 30% total ITT weighting

- Each Lot will be evaluated based on the example below
- Importantly for ITT award criteria, the price is converted into a score as a percentage of the lowest bid price. The lowest, but feasible, price is awarded 100%, and is then converted into a percentage, relative to the main criteria table.

The sum of all of these derived percentages allows final ranking of economic operators.

EXAMPLE

Pricing Element = 30% weighting:

Company A = £1000.00

Company B = £2000.00

Company C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Company A = $\frac{£1000.00}{£1000.00} \times 30 = 30\%$

Company B = $\frac{£1000.00}{£2000.00} \times 30 = 15\%$

Company C = $\frac{£1000.00}{£3000.00} \times 30 = 10\%$

7. EVALUATION METHODOLOGY/ SCORING STRUCTURE

The scoring methodology below will be used for questions within Sections 4 and 5 of the Pre Qualification Questionnaire (**Schedule 4**) and the Qualitative Award Evaluation questions at **Schedule 6** - scores will be awarded as follows:

| Score | Scoring Principle |
|-------|--|
| 5 | Excellent- Exceptional demonstration by the Candidate of the relevant ability, understanding, experience, skills, and resource and quality measures needed to meet this requirement, with evidence to support the response. |
| 4 | Good- Above average demonstration by the Candidate of the relevant ability, understanding, experience, skills, and resource & quality measures needed to meet this requirement, with evidence to support the response. |
| 3 | Average- Demonstration by the Candidate of the relevant ability, understanding, experience, skills, and resource & quality measures needed to meet this requirement, with evidence to support the response. |

| | |
|---|---|
| 2 | Fair- Some minor reservations of the Candidate's relevant ability, understanding, experience, skills, and resource & quality measures needed to meet this requirement, with limited evidence to support the response. |
| 1 | Poor- Considerable reservations of the Candidate's relevant ability, understanding, experience, skills, and resource & quality measures needed to meet this requirement, with little or no evidence to support the response. |
| 0 | Very Poor- Does not comply and/or insufficient information provided to demonstrate that the Candidate has the ability, understanding, experience, skills, resource & quality measures needed to meet this requirement, with little or no evidence to support the response. |

8. CLARIFICATIONS

8.1. Pre-Submission Clarification:

- All clarifications raised by tenderers prior to the submission (deadline) close time / date in regard to this ITT must be submitted in writing via The Chest, in the first instance by the date shown on the "Indicative Timetable".
- Queries should be received no later than 12 noon on 5th August 2016.
- The Council shall endeavour to respond to queries within two working days. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the contract.
- The Council reserves the right to retain all and any of the information supplied to it by the tenderer(s).

8.2. Post-Submission clarifications:

- The Council reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the tenderer(s). It is imperative that all tenderers are immediately available during the evaluation period of this submission.
- Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-deadline submission clarification period. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-

deadline clarification process will make the submission non-compliant.

- The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

8.3. Clarification meetings, site visits and interviews

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

9. POST-CONTRACT MONITORING

- 9.1.** The successful Tenderer will be expected to collaborate with The Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with The Council's obligations under Part I of The Local Government Act 2000.

<http://www.legislation.gov.uk/ukpga/2000/22/contents>

Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

10. NATIONAL FRAUD INITIATIVE

- 10.1.** The Supplier should be aware that The Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of the transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details. Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.

11. WHISTLEBLOWING POLICY

- 11.1.** The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of Laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.
- 11.2.** Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the contract is being

performed or any unacceptable behaviour by either a fellow employee or a Council employee.

- 11.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email whistleblowing@cheshireeast.gov.uk.

12. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

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

<http://www.legislation.gov.uk/ukxi/2004/3391/part/1/made>

- 12.2. As part of The Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 12.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 12.4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However The Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 12.5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 12.6. Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- 12.7. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- 12.8. In cases where there is no absolute statutory duty to withhold information, then

notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

**Framework Contract for the Provision of Community
Equipment & Supplies (Goods & Services)**

APPENDIX A: SPECIFICATION

**Framework Contract for the Provision of Community
Equipment & Supplies (Goods & Services)**

APPENDIX B: CONDITIONS OF CONTRACT

APPENDIX C

Guidance in answering the Equality Questionnaire

Common Standards for Equalities in Public Procurement

Introduction

In simple terms the aim of the Standard is to ensure that the provider to Cheshire East Council hold an equality agenda, and that providers can demonstrate and implement their agenda through policies, statements and actions. The Common Standard will be mainstreamed into the pre-qualification policies and procedures of The Council.

The Standard has been widened in scope to include all protected characteristics identified in the Equality Act 2010 and The Council's 3 Year Single Equality and Inclusion Scheme and Action Plan.

<http://www.legislation.gov.uk/ukpga/2010/15/contents>

The Standard

The standard has been adapted from an existing standard process, worked-out using internal and external expertise and externally scrutinised, it is well managed and delivers improved equality practice in complex circumstances. It indicates how good equality practice can be managed into the mainstream of council business and supports the corporate management equalities objectives.

Contract Conditions

The Council's standard will be included in all contracts. It covers equality in workforce matters and equality in service delivery.

Strengths

- Reduced Administration
- Geographical proximity of members
- Consistency
- Similar targets/aspirations/commitment
- Mix of skills/experience
- Increases diversity and encourages good practice

Targets

- Raise providers performance – working with firms
- Use of common agreed standards and procedures
- Sharing of resources/information/staff/database
- Sharing of good practice

Benefits

Service provider:

The Common Standard will lead to a greater awareness of equality legislation by service providers and their employees.

For Local Authorities and wholly owned companies of local authorities:

Should encourage better practice and result in higher employment rates etc for women, disabled people and black, and minority ethnic people.

Improved company policies indicate that the Common Standard is having a successful impact on the employment standards and practices of council providers.

Assessment Guidelines

Firms expressing interest to any of The Council Member authorities must satisfy the criteria of the standard

Providers are asked to submit a written policy demonstrating that they comply with equality in employment legislation which is assessed against the Standard consisting of two levels, corresponding to different sizes of firms.

The levels of the Standard become more demanding dependent upon staffing levels: sole traders and firms employing less than 5 employees face minimum requirements. firms employing 50 or more staff need to meet more comprehensive criteria.

Details of providers approved under the Standard.

Common Standard Criteria is based on seven approved questions in relation to equality and inclusion.

Note: Providers/Firms not currently subject to UK legislation are asked to supply details of their experience in complying with equivalent legislation designed to eliminate discrimination and to promote equality of opportunity.

Levels of Standards

Less than 5 Employees – Written Assurance

Firms with fewer than 5 directly employed persons must provide a written assurance that the appropriate level of the Standard will be achieved following any recruitment which increases the size of the firm to 5 or more employees.

Level 1:

Between 5 and 49 Employees (Must achieve criteria 1 - 5 listed below)

All providers/firms must provide an equalities policy in respect of : -
fair and/or inclusive recruitment, selection, training, promotion, discipline and dismissal procedures.

discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.

identification of the senior position with responsibility for the policy and its effective implementation

how you communicate the policy to your staff.

Effective implementation of the policy in the firm's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press

advertisements.

Regular reviews of the policy

Regular monitoring of the numbers of job applicants from different gender, disability, ethnic (and if relevant) any other protected characteristic.

Include Equality Impact Assessment to assess policies, procedures and functions for positive and/or negative impacts in relation to employment and service provision and to action plan against any adverse impact.

Level 2:

50 or more Employees (Must achieve criteria 1 - 5 listed above and 6 -11 listed below)

Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline and dismissal of staff.

Provide equality training for managers and any staff responsible for recruitment and selection.

In addition to criterion 4 (Level 1) carry out monitoring on the number of employees from different gender,

Disability, gender, ethnic (or any other relevant) groups by grade when:

in post

applying for posts

taking up training and development opportunities

promoted

transferred

disciplined and dismissed

leaving employment

If monitoring reveals under-representation of the groups listed in 7 above to take steps (including positive action) to address any imbalances.

Regular reporting and consultation on equality issues within the workforce.

Note: Mentioned in the firm's recruitment advertisements and publicity literature that equality policies & practices are in place.