OPEN PROCEDURE GUIDANCE DOCUMENT

INVITATION TO TENDER (ITT) – LIGHT TOUCH REGIME

CONTRACT FOR THE PROVISION OF HEALTHY YOUNG MINDS SERVICE

PERIOD: 01/04/2024 – 31/03/2029
With 2 x 12 months option to extend

CHEST REF: DN700637

Procurement Ref.: 23 022/C2328

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Version: 18

CHESHIRE EAST BOROUGH COUNCIL

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Find A Tender reference:	2023/S 000-034711
Contract Description:	**Contract for the provision of Healthy Young Minds Service**
Quantity:	**See Appendix A**
Period of Contract:	**01/04/2024 – 31/03/2029 with 2 x 12-month options to extend**
Estimated Contract Value	£3,255,000
Procuring Officer:	**Emma Harris**
Queries or Clarifications:	Any queries or requests for clarification must be directed via the CHEST at www.the-chest.org.uk using the project messaging area, and received before 17:00:00pm on 15/12/2023
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 or return a Tender via e-mail to the Council. Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by the closing date and time. If you have any technical problems with 'The Chest' please contact the helpdesk on: Email: ProcontractSuppliers@proactis.com or Telephone: +44 (0)330 005 0352
Date/time for Tender return:	**2nd January 2024 12:00:00pm**

TIMETABLE

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

Stage	Date(s)/time
Issue Find A Tender Notice	**23rd November 2023**
Deadline for queries and clarifications relating to Invitations to Tender	**15th December 2023 17:00:00pm**
Submission of Tenders	**2nd January 2024 12:00:00pm**
Evaluation of Tenders	**2nd January 2024 – 24th January 2024**
Provider Presentation – Schedule 5	**11th and 16th January 2024**
Notification of result of evaluation	**25th January 2024**
Standstill period	**25th January 2024 – 5th February 2024**
Expected date of award of Contract(s)	**6th February 2024**
Contract commencement	**1st April 2024**

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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") for the provision of the Services as set out in the Contract, and to their professional advisers and other parties essential to preparing a tender for the 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.

While the information contained in this ITT is believed to be correct at the time of issue, 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 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. The Services are for the Provision of Healthy Young Minds Service [The Services have been divided into the following lots ("Lots"):

Lot 1 – Therapeutic Intervention Delivery – North
Lot 2 – Therapeutic Intervention Delivery – Central
Lot 3 - Therapeutic Intervention Delivery – South
Lot 4 - Infrastructure Development Lead

Tenderers can bid up to a maximum of 2 Lots. If a Tenderer is successful in one or more Lot(s) they will be awarded a Contract for the Lot(s) they have been successful in.

1.2. Further details of the Council's needs under the Contract and other relevant information are provided in the Specification document detailed at **Appendix A.**

1.3. If you have any questions or require any clarifications, please direct these via 'the Chest' using the messaging area.

1.4. 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.

1.5. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

1.6. 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.

1.7. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

1.8. 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.

1.9. The Tender must be received in accordance with the relevant instructions no

later than the time and date indicated in the Timetable (above).

2. TENDER SUBMISSION REQUIREMENT

2.1. The closing date and time for receipt of Tenders is as per the indicative timetable.

2.2. Tenders must:

- be written in the English language;
- be in Microsoft Word or Excel compatible formats (Tenderers are welcome to submit PDF versions alongside the Word versions if they wish);
- be submitted with all text information (excluding any text in diagrams, flowcharts etc.) presented in black, Arial font at 12 point;
- have each page numbered consecutively; and
- be within the page/word limit specified (anything beyond the specified page or word limit will not be taken into consideration by the Council).

Failure to provide a Tender that adheres to the above requirements may result in the disqualification of that Tender. Please note that Cross Referencing information is not deemed a valid form of response by the Council. Cross Referencing an answer, from one question's response to another, will not be taken into consideration and will result in a score of zero for that question.

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) will be disregarded.

2.5. Please ensure you leave sufficient time to upload your Tender 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 Director of Governance & Compliance Services 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 Chest 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 Tenderer's 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 Tenderer's 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 the error without amendment or withdraw the Tender.

2.11. 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 Tenderer.

2.12. The Tender 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.

2.13. 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.

2.14. Unless otherwise instructed, delivery of the Tender submission by hand, fax, e-mail, post will not be considered.

2.15. The Tender (including price) should remain valid for a minimum period of 90 days.

2.16. The Tender must not be qualified in any way.

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

2.18. Your full registered business/name and main office address must also be

provided on all documents.

2.19. 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.

2.20. **Social Value**: Cheshire East Council is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.

Cheshire East Social Value Policy and Framework sit within the overarching Cheshire East Corporate Plan. The Corporate Plan consists of three priorities that demonstrate how Cheshire East Council will put the residents of Cheshire East first in the way that services are provided. These are –

Open – We will provide strong community leadership and work transparently with our residents, businesses and partners to deliver our ambition in Cheshire East.

Fair – We aim to reduce inequalities, promote fairness and opportunity for all and support our most vulnerable residents.

Green – We will lead our communities to protect and enhance our environment, tackle the climate emergency and drive sustainable development.

The Cheshire East Council Social Value Policy and framework can be found at the following link
https://www.cheshireeast.gov.uk/business/procurement/social-value.aspx

Additional information on the PSSVA (2012) can be found at:
https://www.gov.uk/government/publications/social-value-act-information-and-resources

If Social Value forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

3. CONTRACT DOCUMENTS

3.1. Any resulting contract will consist of the terms and conditions of contract (as attached at **(Appendix B**) which will incorporate the successful Tender ("the Conditions of Contract"). The Conditions of Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

3.2. The Council is bound by procurement rules and cannot enter into any negotiations on the Tender or the Conditions of 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(s).**
http://www.legislation.gov.uk/uksi/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(s) will be required to execute a formal agreement in the form of the attached Conditions of Contract.

3.6. Please note that no work must be commenced by the successful Tenderer and no payment can be made until the Conditions of Contract are signed by both parties.

4. DESCRIPTION OF PROCUREMENT PROCESS

4.1. Open Procedure - Light Touch Regime

Contract awards will be made in line with the Light Touch Regime:
https://www.legislation.gov.uk/uksi/2015/102/regulation/74/made
per The Public Contracts Regulations 2015
Contract awards will be made in line with the Light Touch Regime.
The procurement process adopted has been developed in accordance with Regulation 76 of the regulations and in particular in accordance with the fundamental public procurement principles of transparency and equal treatment.

Cheshire East Council will incorporate a voluntary standstill period at the point information on the award of the contract is communicated to tenderers. That notification will provide full information on the award decision and as such will

be used as review procedures. The standstill period, which will be for a minimum of 10 calendar days provides time for unsuccessful tenderers to review and scrutinize the award decision before the contract is entered into.

- In brief, the process will be as follows: All suppliers expressing an interest in the Contract will be sent an ITT notification and access to tender documents, normally via 'the Chest' system, and their subsequent tender submission will initially be evaluated to ensure that all the stated selection criteria are met.

- All Tenders which meet the selection criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs. Following this, tenders which meet the selection criteria will be invited to a deliver a presentation, in response to the qualitative question(s) at schedule 5 of the response document. Further details on this will be provided via the Chest during the process. This procurement will be advertised as required, via the UK Find a Tender Service and Chest portals, in a fair open and transparent manner. The process used will follow treaty principles and be evaluated as described below under the Light Touch Regime.

5. TENDER EVALUATION - STANDARD SELECTION QUESTIONNAIRE (SQ)

5.1. The evaluation will be based upon two stages, selection and award; only those Tenders that meet the selection criteria within the SQ at **Schedule 3** of the response document, will then be scored against the award criteria.

5.2. A number of selection criteria will be applied to the responses given by Tenderers to the SQ section of this tender document. These selection 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 selection criteria will be based upon the following factors, and will be assessed as either 'Pass' or 'Fail'.

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

SQ Evaluation Matrix Table

Section	Assessment	"Fail" on
Schedule 3 (SQ) STANDARD SELECTION QUESTIONNAIRE		
Part 1 – Section 1 Potential Supplier Information	These sections are to be scored on a pass/fail basis. If an Organisation does not provide correct details to the Council, the Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Incomplete Response
Part 2 – Section 2 Grounds for Mandatory Exclusion	These sections are to be scored on a pass/fail basis. 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
Part 2 - Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions		Unlawful Actions
Part 2 - Section 4 Grounds for Discretionary Exclusion		Unlawful Actions
Part 3 - Section 5 Technical & Professional Ability	These sections are to be scored on a pass/fail basis. If an Organisation does not satisfy the minimum technical & professional ability requirements, the Council reserves the right to disqualify the Organisation from the process at this stage in the evaluation.	Failure to satisfy the minimum technical & professional ability requirements.
Part 3 - Section 6 Additional SQ modules 6.1) Insurance 6.2) Compliance with Equality	These sections are to be scored on	Incomplete responses or failure to comply in the

Section	Assessment	"Fail" on
Legislation 6.3) Data Security Questionnaire 6.4/5) Scored Selection Questions 6.6) TUPE	a pass/fail basis.	pass/fail sections. Scored Selection Questions – Failure to achieve overall minimum score of 60% TUPE – Failure to sign the acknowledgment
ITT Declaration	This section is to be scored on a pass/fail basis, a pass will be given on the document being signed and returned.	Applicants will fail on Incomplete signing and returning of the document

SQ Scoring

The Tenderers response to each 'scored' question within Section **6** of the Schedule **3** SQ is scored between **0 and 10** 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 = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%
Therefore, overall percentage weighting x adjusted score = 20 x 60% = 12%

NOTE TO ORGANISATION:
For the SQ Questions, please see ***Schedule 3, Section 6.4/5*** *of the Response Document.*

6. TENDER EVALUATION - AWARD CRITERIA

6.1. Responses to the ITT will be evaluated to determine the most economically advantageous Tender to the Council. The Award Criteria are:

- 30% Financial Evaluation
- 70% Qualitative Evaluation

Scores are arrived at following the application of the Evaluation Criteria as set out below to the Tenderer's Tender.

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 [and to choose to award different Lots at different times].

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 or if any form of modern slavery is suspected.

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

6.4. Each Tender Response will be checked initially for compliance with all requirements of the ITT.

Tender Evaluation Matrix Table

Description	**Assessment**
ITT: Initial Compliance Checks	
Compliance with SQ Qualifying Criteria	**Pass / Fail**
Compliance with ITT process and completeness of Information	**Pass / Fail**
Inclusion of Form of Tender	**Pass / Fail**
Inclusion of a signed certificate of Non-Canvassing and Non-Collusive tendering	**Pass / Fail**
Compliance with additional SQ modules	**Pass/Fail**
Schedule 4 ITT Financial Evaluation – Pricing Schedule	**30% per lot**
Schedule 5 ITT Qualitative Evaluation Questions **Lot 1-3**	**70% per lot**
1 Service Overview	**14%**
2 Collaborative working	**8%**

Description	Assessment
3 Strengths and asset-based approach	**8%**
4 Support for Education Settings	**8%**
5 Quality Management	**7%**
6 Mobilisation	**8%**
7 Social Value	**10%**
8 Provider Presentation – to be arranged as applicable	**7%**
Schedule 5 ITT Qualitative Evaluation Questions **Lot 4**	**70%**
1 Service Overview	**19%**
2 Reducing Demand	**11%**
3 Customer Journey	**10%**
4 Mobilisation	**9%**
5 Social Value	**10%**
6 Provider Presentation – to be arranged as applicable	**11%**
Schedule 6 Compliance with Specification and Scope of Requirements	**Pass / Fail**

The Tenderers response to each Qualitative Evaluation Question is scored between 0 and 10 according to the scoring criteria as set out below.

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 14%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or **60%***
*Therefore, overall percentage weighting x adjusted score = 14 x **60%** = 8.4%*

6.5. Evaluation: Information the Council Requires

Qualitative Tender Information Required

> ***NOTE TO ORGANISATION:***
> *For the ITT Award Criteria Questions and Response Guidance, please see* ***Schedule 5*** *of the Response Document.*

Pricing Tender Information Required

- Tenderers must complete the Pricing Schedule set out in **Schedule 4** of the
response document with Prices **for providing <u>all of the obligations under the Contract</u>**.

- All Prices shall be stated in pounds sterling and exclusive of VAT

- **The Evaluation Model Total will be weighted to a 30% total ITT weighting.**

- Importantly for ITT award criteria, the price is converted into a score as a percentage of the lowest bid price in the Pricing Schedule. The lowest, but feasible, price is awarded 100%, and is then converted into a percentage, relative to the main criteria table.

  SECTION EXAMPLE
  Pricing Element = ***30% weighting:***
  Company A = £1,000 Evaluation Model Total
  Company B = £2,000 Evaluation Model Total
  Company C = £1,500 Evaluation Model Total

  Lowest Price/Submitted Price x Price Criteria Weighting:
  Therefore – Company A = £1,000/£1,000,000 x 30% = 30%
  Company B = £1,000,000/£2,000,000 x 30% = 15%
  Company C = £1,000,000/£1,500,000 x 30% = 20%

- The sum of all of the derived percentages as awarded on the Qualitative and Financial criteria allows final ranking of Tenderers by lot.

7. EVALUATION METHODOLOGY & SCORING STRUCTURE

The scoring methodology below will be used for the Qualitative Award Evaluation questions at **Schedule 5** - scores will be awarded as follows: **For any Tenderer who fails to answer one of these questions or whose answer scores less than 4, the Council reserves the right to reject that Supplier from participating any further in this procurement.**

Score	Scoring Methodology
10	**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.
8	**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.
6	**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.
4	**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.
2	**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.

Provider Presentation –Schedule 5 of Response Document
Lot 1 - 3 Qualitative Question 8
Lot 4 Qualitative Question 6

Bidders who successfully pass the SQ will be allocated a presentation timeslot.

There will be a separate evaluation panel for provider presentations comprising of representatives from the Council, health and social care professionals and young people. Bidders who apply to lots 1, 2 or 3 and lot 4

will be allocated 2 timeslots to answer Q8 applicable to lots 1-3 and Q6 applicable to lot 4.

Please ensure that your key personnel are available to present your response(s), dates are provisionally planned for 11th and 16th January 2024.

Notifications regarding timeslots will be sent via the Chest messaging area as soon as possible following the submission deadline, after initial evaluations have been completed.

- The sum of all of the derived percentages as awarded on all of the Qualitative and Financial criteria allows for final ranking of Tenderers by lot.

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 above ("the Timetable").

- Queries should be received no later than the date advised within the Timetable..

- 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). **Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre- submission clarification stage as the terms and conditions will NOT be open to negotiation post award.**

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 readily available during the evaluation period of this submission and promptly respond to any clarification requests. **NOTE: the messaging area of the Chest will be used for this purpose,** tenderers should ensure that they are receiving the relevant notifications and regularly checking this area until the process is complete and notifications have been sent; the Chest messaging area will be used to notify you of the evaluation results.

- Any amendments to the Council's 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 Tenderer 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 tenderer 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 Tenderer shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Tenderer are able to bring to the attention of the Council malpractice, fraud and breach of laws on the part of the Tenderer 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 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/uksi/2004/3391/part/1/made

12.2. As part of the Council's obligations under the Act and/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 must 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/or 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 and/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 and/or the EIR and can only withhold information if it is covered by an

exemption from disclosure under the Act and/or the EIR.

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

- Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

- Does not fall into a category of information that is exempt from disclosure under the Act and/or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

- In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

13. MODERN DAY SLAVERY

The Council would like to highlight the importance of ensuring that all organisations operate within social and labour laws and uphold the human rights of others. Failure to do so by breaching any of the principles of the Modern Slavery Act 2015 can have serious and detrimental consequences for organisations and all those involved with working with and for them, including prison sentences of potentially 14 years or more and the inability to bid for future work in the public sector for up to 5 years. Organisations that wish to work for and with the Council should have adequate measures in place to ensure staff members and their own supply chain understand what to look out for and the risks involved in modern slavery. Any concerns should be reported to either the National Crime Agency's referral mechanism or to social or emergency services. Further information can be found at https://www.gov.uk/government/publications/modern-slavery-training-resource-page/modern-slavery-training-resource-page

Please note that should the Council have any reason to believe that any form of modern slavery is taking place with any of its contractors or their subcontractors then it will promptly utilise the National Crime Agency's referral mechanism or contact the emergency services if required.

The Council has an obligation to ensure that all of its employees, tenderers and their subcontractors are operating within the law and are respectful of the human rights of others. Should the Council have any concerns or suspicions around modern slavery

within its supply chain, appropriate action will be taken through the National Crime Agency's referral mechanism or incidents will be reported to social or emergency services. The Council urges all of its tenderers and contractors to adopt the same approach to their own supply chains as failure to act against such activity or become involved in inhumane conduct in this regard would result in the Council terminating its contract with the offending organisation and may affect their ability to bid for future work if self-cleansing is not evidenced.