



Invitation for the Opportunity To Tender For Business Partnership Manager Consultancy

Applications are invited from suitably qualified contractors who wish to be considered as consultants to Cheltenham Borough Council for the following forthcoming project located within the Borough of Cheltenham.

Project Title: Appointment of a Consultant Cheltenham Business Partnership Manager.

Project ref: CBC 2015-002

Summary: Cheltenham Business Partnership is a partnership of local business leaders and the Council. It is funded through contributions of its members and run by a Board comprising funding partners. The Council holds its accounts and manages any contractual arrangements.

It has been in existence for over 10 years and a Business Partnership Manager managed its day-to-day operation until his retirement in 2014. At that point, the Partnership was considering whether to promote a Business Improvement District (BID). <https://www.gov.uk/business-improvement-districts> This gave an element of uncertainty to its future and the Partnership was reluctant to commit to employment of a Manager preferring to use its funds to bring in a consultant with the necessary expertise to cover this role pending a more permanent decision on its future. A consultant was employed covering the period when a Feasibility Study was undertaken to inform decisions about the BID. The Study has been submitted and the Partnership has decided to move towards a BID vote in February 2016.

As a consequence the Partnership has decided to appoint a Consultant Manager up to the anticipated BID establishment date of May 2016. By this time, the partnership will have made a decision about its future existence and purpose and the need to employ a permanent Manager.

The Council (working with the Partnership) is seeking a Consultant who can undertake duties related to the economic health of the town (particularly the town centre); liaise between businesses and the Council; understand their needs; and keep the parties informed of issues arising from the public sector which are likely to affect businesses and vice versa. The Consultant will be required, as part of this work to undertake some specific duties which are set out in Schedule 1_Project Brief and Instructions to Tenderers.

The Partnership is not seeking a consultant to lead on BID-related work; a separate Consultancy contract has been let in that respect. However, the role will involve some liaison with the BID Consultant (Heartflood Ltd.).

The period of the Consultancy will be from 27 July 2015 to 27 May 2016. The Consultant will work from the Cheltenham Business Partnership offices

in Wolseley Terrace, Cheltenham. The Consultant will be required to work a minimum of 3 days per week, 8 hours per day. Working days will normally be week days; hours will normally be between 8:00 am to 5:00 pm. The Council, Partnership Chair and the Consultant can agree flexible arrangements for days and hours between themselves and occasional weekend and evening work is likely.

IT and normal office supplies are provided. All other costs, including travel and personal expenses will be met by the Consultant and included in the fixed price.

The Manager will be responsible to the Chair of the Cheltenham Business Partnership for day-to-day direction specific tasks. The Manager's primary point of contact with the Council will be the Townscape Manager, who will give general direction as well as advice and assistance with contractual and financial matters.

Please note that Contractors will be expected to respond to the Invitation to tender to:

- Demonstrate a clear understanding of the aims of the project and an appreciation of the issues arising from it
- Provide evidence of previous expertise and comparable experience in the area of work required
- Provide the CV of the named consultant put forward to work on this project and evidence of named consultants ability to:
 - Engage positively with people from a range of backgrounds
 - Excellent public relations skills across a range of media
 - Consult effectively with businesses and the public.
- Provide details of two referees who can be approached prior to the presentations
- Provide details of the Employers Liability Insurance (£5M), Public Liability Insurance (£5m) and Professional Indemnity Insurance (£1m)
- Declaration that there will be no conflict of interest arising from this appointment, either now or in the future, with other clients
- Declaration from the consultant that they will maintain the confidentiality of information shared with them during the course of this project

Approx. Value: £43,000.00 for the contract period 27 July 2015 to 27 May 2016

Contract period 27 July 2015 to 27 May 2016 with a possible extension for 12 months dependant on availability of funding for the role, and performance

Contract form: CBC Agreement for Consultancy Services

Contract type: Services contract

Procedure type: Open

CPV Code: 79410000

Estimated Timescales: Tender deadline: Friday 03 July 2015
Shortlisting of Consultants: w/c 06 July 2015
Consultant Presentations: w/c 13 July 2015
Contract Award: July 2015
Contract Period: 27 July 2015 to 27 May 2016

Evaluation of Tender: Weighting criteria will be used in the evaluation of tenders:
Price 30%, Quality 70%

Questions of Clarification: Questions of clarification or requests for any other document formats should be submitted by email to procurement@cheltenham.gov.uk by 12:00 noon on Monday 29 June 2015. To be headed "Cheltenham BPM Question of Clarification"

Returns: Tender submissions should be delivered by email to procurement@cheltenham.gov.uk by **1700 hours Friday 03 July 2015**

We will endeavour to acknowledge your Questions of Clarification and Tender Submission by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time would you please contact Procurement on 01242 775055 to confirm that it has been received and registered.



Appointment of a Consultant Business Partnership Manager

June 2015

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1. Introduction / project brief

Cheltenham Business Partnership is a partnership of local business leaders and the Council. It is funded through contributions of its members and run by a Board comprising funding partners. The Council holds its accounts and manages any contractual arrangements.

It has been in existence for over 10 years and a Business Partnership Manager managed its day-to-day operation until his retirement in 2014. At that point, the Partnership was considering whether to promote a Business Improvement District (BID). <https://www.gov.uk/business-improvement-districts> This gave an element of uncertainty to its future and the Partnership was reluctant to commit to employment of a Manager preferring to use its funds to bring in a consultant with the necessary expertise to cover this role pending a more permanent decision on its future. A consultant was employed covering the period when a Feasibility Study was undertaken to inform decisions about the BID. The Study has been submitted and the Partnership has decided to move towards a BID vote in February 2016.

As a consequence the Partnership has decided to appoint a Consultant Manager up to the anticipated BID establishment date of May 2016. By this time, the partnership will have made a decision about its future existence and purpose and the need to employ a permanent Manager.

The Council (working with the Partnership) is seeking a Consultant who can undertake duties related to the economic health of the town (particularly the town centre); liaise between businesses and the Council; understand their needs; and keep the parties informed of issues arising from the public sector which are likely to affect businesses and vice versa. The Consultant will be required, as part of this work to undertake some specific duties which are set out below in Section 2 “Job Description”.

The Partnership is not seeking a consultant to lead on BID-related work; a separate Consultancy contract has been let in that respect. However, the role will involve some liaison with the BID Consultant (Heartflood Ltd.).

The period of the Consultancy will be from 27 July 2015 to 27 May 2016. The Consultant will work from the Cheltenham Business Partnership offices in Wolseley Terrace, Cheltenham. The Consultant will be required to work a minimum of 3 days per week, 8 hours per day. Working days will normally be week days; hours will normally be between 8:00 am to 5:00 pm. The Council, Partnership Chair and the Consultant can agree flexible arrangements for days and hours between themselves and occasional weekend and evening work is likely.

IT and normal office supplies are provided. All other costs, including travel and personal expenses will be met by the Consultant and included in the fixed price.

The Manager will be responsible to the Chair of the Cheltenham Business Partnership for day-to-day direction specific tasks. The Manager’s primary point of contact with the Council will be the Townscape Manager, who will give general direction as well as advice and assistance with contractual and financial matters.

Please note that Contractors will be expected to respond to the Invitation to tender to:

- Demonstrate a clear understanding of the aims of the brief and requirement of the job description, and an appreciation of the issues arising from it.

- Provide evidence of previous expertise and comparable experience in the area of work required.(
- Provide the CV of the named consultant put forward to work on this project and evidence of named consultants ability to:
 - Engage positively with people from a range of backgrounds
 - Excellent public relations skills across a range of media
 - Consult effectively with businesses and the public.
- Provide details of at least two referees who can be approached prior to the short-listing, interviews or presentations.
- Provide details of the Employers Liability Insurance (£5M), Public Liability Insurance (£5m) and Professional Indemnity Insurance (£1M)
- Declaration that there will be no conflict of interest arising from this appointment, either now or in the future, with other clients.
- Declaration from the consultant that they will maintain the confidentiality of information shared with them during the course of the project.

2. Cheltenham Business Partnership Manager (BPM) - Job Description

2.1 Job Purpose

The purpose of the Partnership Manager (BPM) role is to deliver the objectives of the Cheltenham Business Partnership (CBP) within agreed time scales, including the development of a BID project for the town.

2.2 Structure, Reporting and Funding

The BPM will be responsible to the CPB Board. On “day-to-day” matters the PM will report to the Chair of the CBP or a designated senior officer of the Borough Council. The BPM will have a high degree of autonomy and be expected to “self-start”.

The BPM will work with any sub-groups created by the CBP.

The BPM’s funding will derive from core funding of the CBP, but will be administered through the Borough Council.

2.3 Accountabilities

The BPM will be responsible for contributing to, and delivering, the business plan objectives of the CBP.

The BPM will be the “public face” of the CBP in all appropriate areas of the town’s operation.

2.4 Key areas of activity

These will be defined by the business plan, but will include planning, liaison and/or involvement in the following key areas:

- Represent the views of Cheltenham businesses in dealings with public bodies and other agencies such as Cheltenham Borough Council/ Gloucestershire Highways / Police Service / Utility Companies / Public transport / Tourist Office.
- Act as central contact point for town centre businesses, providing advice, information, support and representation.
- Foster activities which positively promote and improve Cheltenham as a place to do business / live / visit.
- Handle media relations, promoting town centre and business interests.
- Manage, co-ordinate and / or contribute to key events in the town to ensure they run smoothly and provide a positive experience for participants and stakeholders. For example Christmas events, Race Week activities, street markets.
- Contribute to initiatives which improve or maintain town centre safety and security including serving as a Board Member of the “Cheltenham Safe” security scheme.
- Assist retail, leisure and other businesses to tap into resources which improve business performance such as training, funding, or networking opportunities.
- Work with the Borough Council’s Economic Development Department.
- Liaise with the newly created tourism trust and the Borough Council concerning tourism issues.
- Liaise with all appropriate business and voluntary groups within the Cheltenham area for example:
 - GFirst / LEP
 - Chambers of Commerce.
 - Retail Traders Associations.
 - Cheltenham in Bloom
 - Neighbourhood Partnerships

2.5 Performance Review

The work of the BPM will be subject to a formal annual review, to be carried out by the Private Sector Chair of the CBP, in partnership with the nominated senior officer of the Borough Council.

2.6 Resources

The BPM will administer the CBP budget and will have the authority to authorise expenditure up to a transaction limit, as agreed by the CBP. The BPM will compile and negotiate the operational budget with the CBP Board. He / she will also be encouraged to develop revenue streams to supplement core funding for the CBP and to contribute towards general/specific projects, initiatives or objectives.

Appropriate office accommodation, as a base, and office equipment will be provided within the town centre (although to maintain independence from the Borough Council this will not be located within the Cheltenham Borough Council offices).

3. Procurement plan

Date of return for tender submissions:	By 17:00 hours on Friday 03 July 2015
Evaluation Short-listing of Consultants:	w/c 06 July 2015
Consultant Interviews / Presentations:	w/c 13 July 2015
Contact for information relating to this project:	Business Partner – Procurement Cheltenham Borough Council Municipal Offices Cheltenham GL50 9SA procurement@cheltenham.gov.uk
Contract award:	July 2015
Contract period:	27 July 2015 to 27 May 2016

4. Instructions to tenderers and process for commissioning consultant

The Council requires written tenders to be submitted in response to the project brief / job description as stated in sections 1.0 to 2.0 above.

Note: This information is provided for the assistance of Tenderers but does not form part of the Tender documents

The contents of this ITT and any of the 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 Council or this ITT 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 in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

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.

The reports and documentation produced will be the property of Cheltenham Borough Council.

4.1 Period of Validity

Tenders are required to be valid for acceptance for a period of 90 days from the date of receipt.

4.2 Clarification of Meaning of Contract

Tenderers should seek to clarify any points of doubt or difficulty with the Council before submitting a tender. For this purpose, you may contact the following staff via email:

procurement@cheltenham.gov.uk

If you wish to raise further points of clarification then these matters should be submitted via email no later than 12:00 noon Monday 29 June prior to the submission date for the tender to enable any technical questions to be answered and circulated to all tenderers.

We will endeavour to acknowledge your Questions of Clarification by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time would you please contact Procurement on 01242 775055 to confirm that it has been received and registered

4.3 Conditions of Tender

You must comply with the following conditions of tender; they are designed to ensure that all tenders are treated equally and fairly and to comply with all the legal requirements for public sector procurement.

4.4 Collusion, Fraud and Corruption

Receipt of written acceptance by the Council of a tender (or part of) shall constitute the contract, incorporating all tender documents, tenderers proposals and any post-tender clarification discussions.

All tenderers are required to complete a Certificate of Non-Collusion and Non-Canvassing (Schedule 3).

4.5 Basis of Prices

All prices quoted must be in £ sterling, exclusive of VAT or insurance premium tax and must include all costs including delivery.

Each price you propose will be expected to be “commercially viable” ie sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

The candidate should identify fixed costs for undertaking the project and a daily rate for any additional work that may be required.

All fees should be quoted exclusive of VAT at the prevailing rate but inclusive of expenses (travel and subsistence).

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

4.6 Completion of Tender Documents

The Council reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders. All tenderers will be notified of such amendments, if any.

Tenderers must quote their services, prices and rates and other costs in the appropriate places within the tender documents – Schedule 6_Price Schedule.

All documents must be completed in English.

Where the tender documentation permits submissions for parts only rather than the whole of the contract, where appropriate enter “no offer”.

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the tender documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing by those of other tenderers.

Should you wish to make any alternative offers, if applicable, the alternative tender **must be in addition to** the tender you submit in accordance with these tender documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

4.7 Signing of documents

All documents requiring a signature must be signed

- where the tenderer is a Company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for the purpose
- where the Tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid

The tenderer shall also produce forthwith upon request by the Council documentary evidence of any authorisation referred to above.

4.8 Acceptance of Tenders

The council reserves the right not to accept any tender, in whole or in part and reserves the right to cancel this process at any time.

The council reserves the right to disqualify any tender if:

- it is not in accordance with the specification and contract;

- the tenderer makes any variation to the specification or other documentation comprising part of the contract;
- it contains any gaps or omissions.

4.9 Financial Standing

The Council will need to fully satisfy itself that the tenderer is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

4.10 Returning of Tender Documents

To assist tenderers in preparation, an electronic copy of the tender documents has been made available to you.

When you have answered all the questions, provided all the required information, supporting documentation etc; please submit electronically by email by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

Tender Documents to be returned:

Schedule 3	Signed Certificate of non-collusion and non-canvassing
Schedule 4	Signed Form of Tender
Schedule 5	Tender Questionnaire
Schedule 6	Price Schedule
Copies of Insurance Certificates in accordance with Schedule 5_Section 7	Public Liability policy Employers Liability policy Professional Indemnity policy

The above tender documents must be attached to the email and marked in the subject heading: **“Tender – Strictly Confidential – ‘Appointment of a Consultant Cheltenham Business Partnership Manager’**.

Tenders must be delivered in the manner described, to:-

Business Partner – Procurement

Cheltenham Borough Council

Time / Date for tender return: **by 17:00 hours on Friday 03 July 2015**

The closing date for the return tenders is given above. The closing date for the return tenders is given above. Any tenders received after this time will **not** be considered for acceptance unless an extension of time has been granted in writing by the Council. Such late tenders will be returned to the tenderer. Tenders received by email ahead of the closing date will remain unopened and held in safe custody by Procurement until tender opening.

When sending please request a delivery and read receipt email, and if you do not receive an emailed acknowledgement of your tender within 24 hours of submission please contact Procurement on 01242 775055 to confirm that it has been received and registered.

4.11 Evaluation of Tenders

The tender process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Procurement Directives.

Information supplied in your tender response is confidential to the council and their advisers.

Information contained within the completed tender will, along with any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender return. Failing to provide all the information requested will put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on the basis of the “most economically advantageous tender”, taking into account price and quality, as stated below.

4.12 Weighting Criteria

The weighting criteria are as follows:-

Price (P)	Schedule 6 _Price Schedule	30%
Quality (A)	Schedule 5_Tender Questionnaire Sections 1, 5, 7, 8, 9, 10, 11, combined	5%
Quality (B)	Schedule 5_Tender Questionnaire Sections 6.1 to 6.4 - Relevant technical, professional ability and experience	20%
Quality (C)	Schedule 5_Tender Questionnaire Section 6.5 - References	5%

Quality (D)	Schedule 5_Tender Questionnaire Section 6.7 – CV and evidence of ability relevant to the brief and job description	30%
Quality (E)	Schedule 5_Tender Questionnaire Section 6.8 – Understanding of the aims and issues	10%

Price 30%

A total of 30 points will be awarded for this section. The lowest price scores 30. The price score for all others is inversely proportional to the ratio between each cost and the lowest cost.

Quality 70%

Tenders will be scored and evaluated using the information provided, and in response to the Schedule 5_ Tender Questionnaire. A total of 70 points are available for this section.

4.13 Scoring Matrix

SCORE	DESCRIPTION
10	Exceptional
9	Outstanding
8	Very Good
7	Good- well above expectations
6	Slightly exceeds expectations
5	Meets expectations
4	Satisfactory but below expectations
3	Poor- below expectations
2	Weak- well below expectations
1	Very weak- almost unacceptable
0	Unacceptable

4.14 Abnormally Low Tenders

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 Contract Regulations 2015.

4.15 Short-listing of tenders

The Council may produce a short-list from the tenders received and will invite each short-listed organisation.

Tenderers should note that the Council reserve the right to hold interviews / presentations as part of the process to identify and appoint a Consultant.

The purpose of the interview / presentation will be to explore the validity of the initial evaluation and to confirm the Council understands the Tenderers' proposals, and where appropriate to probe issues into greater depth.

No new criteria or weightings will be introduced. Moreover, no separate marks are 'reserved' for award at this stage. Instead, the Council will use the interview / presentation responses as a basis on which to 'moderate' up or down, the scores originally awarded when the tenders were evaluated.

The number of Tenderers invited to interview will solely depend upon the initial evaluation of Tenderers' bids, consequently the Council cannot commit to any numbers at this stage.

Any costs that you incur as a result of this will be deemed to be included in your tender and will be the responsibility of the contractor.

The proposed date for presentation by short-listed tenderers is:

Week commencing 13 July 2015

4.16 Contract Award

The proposed date for contract award is to be July 2015. Contract start date is to be agreed with the winning tenderer. These dates are subject to change.

Once the successful Tenderer(s) is/are chosen, the Council will notify them and all unsuccessful tenderers of the outcome and provide a short de-brief to the unsuccessful tenderers including details of the successful tenderer and what their score was in comparison to your score.

(Any resulting contract will consist of the Contract Particulars, the Standard Terms and Conditions and the schedules and documentation of the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the English Courts).

4.17 Contract Start

If you are the successful Tenderer, you will be sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You will also need to complete any performance bonds or other documentation required as a result of this contract.

You should be ready to start on the day indicated in the procurement documents and to ensure that all relevant resources are available for that start date.

4.18 Post-Contract Monitoring

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 1 of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.

4.19 Freedom of Information Act

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

The supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ('the Act') the text of the Contract and any Schedules to this Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

4.20 Local Government Transparency – publication of tender documents and contracts

The Government has set out the need for greater transparency across the public sector organisations to enable the public sector to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish all expenditure exceeding £500 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract may be published and the documents made available to those requesting them.

Schedule 2

THIS AGREEMENT dated _____ day of _____

Two thousand and fifteen

BETWEEN

(1) **CHELTENHAM BOROUGH COUNCIL** of _____ the Municipal Offices Promenade Cheltenham Gloucestershire GL50 9SA (the "Council")

and

(2) _____ company registration number _____ whose registered office is situated at _____ (the "Consultant")

WHEREAS

- (A) The Council, working in partnership with the Cheltenham Business Partnership, wishes to have provided by way of a consultancy services arrangement Cheltenham Business Partnership Manager ("the Services") upon the terms and conditions contained herein
- (B) The Services to be provided upon the terms and conditions contained herein is as set out in the Job Description to the Consultant ("the Brief") which is annexed hereto
- (C) The Council appointed the Consultant to provide the Services on the basis of the brief which is annexed hereto and upon the terms and conditions contained in this Agreement
- (D) The Council and the Consultant have agreed to enter into this Agreement for the purpose of setting out all agreed terms and conditions and which are evidenced by the documents annexed hereto

IT IS AGREED AS FOLLOWS:

1. Consultancy

- 1.1 The Council appoints the Consultant to undertake carry out produce provide and deliver to the Council and the Consultant agrees to undertake carry out produce provide and deliver to the Council the Services in accordance with the provisions and requirements of the Services and in accordance with the terms of this Agreement and within the time stated in this Agreement
- 1.2 In providing the Services to the Council the Consultant will act and perform and supply advice data and materials with reasonable skill care and diligence in accordance with this

Agreement. The Consultant will indemnify the Council and hold the Council harmless against all costs claims demands and liabilities arising out of or consequent upon any breach of this obligation. Furthermore (but without prejudice to the undertaking and indemnity given in the two previous sentences) the Consultant will obtain adequate professional indemnity (including but not necessarily limited to Employers' Liability Public Liability Products Liability Personal Indemnity) cover for all work to be undertaken by the Consultant under this Agreement and will provide the Council with a copy of the policies upon request

- 1.3 The Consultant warrants that persons carrying out the Services shall have the necessary skill and expertise required to be able to undertake the Services in accordance with the terms of this Agreement
- 1.4 The Consultant shall promptly communicate in confidence to the Council all ideas generated work done results produced and or made in undertaking the Services ("the Results"). The Consultant shall not without prior written consent of the Council use or disclose to any other person or organisation either during or after the termination of this Agreement any of the Results
- 1.5 It has been agreed that the Services will be undertaken carried out provided and delivered to the Council for a fixed fee of £ (excluding VAT) including expenses
- 1.6 The ambit of the Services the dates and the price therefore may be amended from time to time but such amendment will only take effect upon written confirmation to be provided by an authorised officer of the Council to the Consultant
- 1.7 The Agreement shall commence on day of 2015 and the work shall be completed on or before day of 2015
- 1.8 The Council reserves the right to extend the period of the contract for a period or periods up to months upon the satisfactory completion of the Contract in the opinion of the Council and funds being available. Such extension will only take effect upon written confirmation to be provided by an authorised officer of the Council to the Consultant.

2. Entire Agreement

2.1 This Agreement is comprised of the clauses and the schedules contained herein and sets out the entire agreement of the parties relating to the Services and supersedes all prior agreements and understandings relating to its subject matter

3. Location

3.1 The Consultant will provide the Services or deliver the product of the Services in or to such places as the Council may reasonably specify. Whenever the Consultant or the Consultant's staff servants or agents work on Council premises the Consultant will ensure their compliance with all relevant legislation including (but not limited to) the Health and Safety at Work etc. Act all discrimination Acts and with the Council's fire and safety rules and procedures

4. Remuneration and expenses

4.1 In consideration of the Services to be provided by the Consultant in accordance with the provisions, requirements and the terms of this Agreement the Council will pay the sums described in clauses 1.5 and 1.6 above

4.2 The Council will pay any undisputed fee and expenses described above on submission of an itemised schedule showing the amount due together with copies of individual receipts in respect of all expenses claimed and a tax invoice pursuant to clause 4.3 within 30 days of receipt and agreement of invoice

4.3 Where the Council is obliged to make a payment to the Consultant under this Agreement which attracts VAT (or any tax replacing it) the Council shall be responsible for paying such VAT (or the tax replacing it) and the Consultant shall supply the Council with an appropriate tax invoice

4.4 Wherever under this Agreement any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due, or which at any later time may become due, to the Consultant under this Agreement or under any other agreement or contract with the Council.

5. Confidentiality

5.1 Without prejudice to the requirements of legislation on Data Protection Freedom of Information and the Council's other information disclosure requirements set out herein and except in so far as such matters are properly in or come into the public domain the Consultant

agrees to keep secret and confidential all materials plans drawings and all other information contained in or arising from this Agreement or relating to the Services and affairs of the Council. Further the Consultant agrees not to disclose any such confidential information to any person unless otherwise expressly provided by this Agreement or unless he or she is ordered to do so by a court of competent jurisdiction

5.2 The Consultant shall at all times during the term of their appointment and for a period of 7 years after the practical completion of the Services keep secure and or make available for inspection and or copying by the Council its internal auditors the Ombudsman and the District Auditor all the original and or copy records documents confidential information statements and papers which may be acquired or produced by the Consultant or any permitted sub-Consultant in the performance of the Services

6. Data protection and Freedom of Information

6.1 The Consultant's attention is hereby drawn to the Data Protection Act 1998 and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the Services

6.2 The parties warrant that they will duly observe all their obligations under the Data Protection Act. Both parties shall have regard to and take into consideration any codes of practice or other relevant guidance issued under such legislation

6.3 The Consultant acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Governments Transparency agenda (all as may be amended from time to time)

6.4 The Consultant shall assist the Council at no additional charge in meeting any reasonable requests for information in relation to the Services which are made to the Council in connection with the above legislation or agenda or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Council may from time to time serve on the Consultant an Information Notice requiring the Consultant within such time and in such form as is specified in the Information Notice to furnish to the Council such information as the Council may reasonably require relating to such requests for information

6.5 The Consultant acknowledges that in responding to requests for information described in Clause 6.4 the Council shall be entitled to provide information relating to this Agreement. The Council shall not in responding to such requests for information disclose any information which it is not obliged to disclose pursuant to any provision of the above legislation or to any other relevant legislative and or regulatory provision

6.6 The Consultant hereby gives his consent for the Council to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted) including from time to time agreed changes to the contract, to the general public

7. Relationship between the parties

7.1 The relationship of the Consultant to the Council shall be that of independent Consultant and at no time shall the Consultant his or her servants or agents hold himself or herself out as being an employee of the Council

7.2 Save as expressly specified in writing the Consultant his or her servants or agents shall not hold himself or herself out as the agent of the Council and shall not have any authority to act on behalf of the Council to conclude any contracts or incur any obligation or liability on behalf of or binding upon the Council or to sign any document on the Council's behalf

7.3 Subject to clause 4.3 the Consultant shall be wholly responsible for all taxes and National Insurance and other contributions which may be payable out of or as a result of the receipt of any fees or other monies paid or payable by the Council under this Agreement

8. Assignment of interest and sub-contracting

8.1 The Consultant may not assign transfer sub-licence sub-contract delegate or otherwise part with this Agreement or any of his or her rights duties or obligations under this Agreement without prior written consent from the Council which consent (if given) shall not relieve the Consultant from any liability or obligations under this Agreement. However the Consultant is free to employ such secretarial and other assistance as the Consultant shall consider necessary in order to provide the Services required of the Consultant under this Agreement: the Consultant will procure and enforce the written agreement of such employees servants or agents to comply with the terms of this Agreement

8.2 The Consultant shall be responsible and liable for the acts defaults or neglect of any sub-Consultant its servants or agents or its personnel in all respects as if they were the acts defaults or neglect of the Consultant. Such responsibility and liability does arise notwithstanding that the Council may require as a condition of giving any consent to sub-contract a direct agreement warranty and undertaking from the sub-Consultant concerning the provision of the Services and compliance with this Agreement

9. Term and termination

9.1 The Consultant shall use all reasonable endeavours to complete the Services expeditiously and in accordance with any and all milestone dates agreed in the Services and or to be agreed between the parties. Any such later agreement will only take effect upon written confirmation to be provided by an authorised officer of the Council to the Consultant

9.2 Notwithstanding clause 9.1 the Council shall be entitled to terminate this Agreement with immediate effect and without any compensation or damages due to the Consultant but without prejudice to any other rights or remedies the Council may have if the Consultant should

- (a) commit a serious breach of the terms of this Agreement which he or she fails to remedy within 7 days of receipt of written notice from the Council specifying the breach and requesting remedy
- (b) persistently neglect fail or refuse for whatever reason to perform to the satisfaction of the Council the services which are to be provided under this Agreement
- (c) act in any way materially contrary to the interests of the Council whilst providing or purporting to provide the services under this Agreement
- (d) become unfit to or incapable of continuing to perform the services under this Agreement adequately by reason of physical or mental illness or incapacity
- (e) being a company go into liquidation or being an individual become bankrupt have a receiving order made against him or her or make any arrangement with his or her creditors

9.3 In the event of the termination of this Agreement under clause 9.2 the Council shall only be liable to the Consultant in respect of fees and expenses in accordance with the terms of this

Agreement for the satisfactory services provided by him or her up to the effective date of termination

9.4 On the termination of this Agreement (howsoever arising) the Consultant shall deliver up to the Council all documents formulae papers drawings software data specifications reports notes programs portfolios equipment information and materials of any sort identity cards and keys which were furnished by the Council to the Consultant or which were prepared by or on behalf of the Consultant for the Council in the course of providing services under this Agreement

9.5 The obligations of the parties under clauses 5 6 7 and 8 shall survive the termination of this Agreement (for whatever reason)

10. Intellectual Property Rights

10.1 The Consultant shall ensure that the Project will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Consultant shall indemnify the Council against all actions, claims, demands, costs and expenses which the Council may suffer.

10.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials:

(a) furnished to or made available to the Consultant by the Council are hereby assigned to and shall vest in the Council

(b) prepared by or for the Consultant for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Council absolutely, and the Consultant shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without prior written consent of the Council use or disclose any such specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Consultant may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the

Consultant shall not refer to the Council or the Contract in any advertisement without the Council's prior written consent.

10.3 The provisions of this Clause 10 shall apply during the continuance of this Agreement and after its termination howsoever arising.

11. Force Majeure

11.1 The Consultant shall not be liable under or deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond its reasonable control including without limitation any delays or failures by the Council to give adequate instructions or approvals

12. Insurance

12.1 In accordance with clause 1.2 herein the Consultant shall throughout the term of the appointment maintain with an insurance company to be approved in writing by the Council :

12.1.1 Public Liability in the sum of £5 million for any one occurrence or series of occurrences arising out of one event number of occurrences to be unlimited and/or

12.1.2 Professional Indemnity insurance in the sum of £1 million during the contract period and for 6 years to cover its liability to the Council under this Agreement.

and shall at the request of the Council produce written evidence of such insurance policy or policies for inspection by the Council

13. Prevention of Corruption

13.1 The Consultant shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and prevent bribery and use all reasonable endeavours to ensure that it complies with any Council Policies relating to the prevention of bribery and corruption (as updated from time to time), and shall use all reasonable endeavours to ensure that:

(a) all of the Consultant's personnel,

(b) all others associated with the Consultant, and

(c) all of the Consultant's subcontractors,

involved in performing the Works/Services or with this Contract so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

13.2 Without limitation to the above sub-clause, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13.3 Where the Consultant or Consultant's employees servants sub-Consultants suppliers or agents or anyone acting on the Consultant's behalf engages in conduct prohibited by Clauses 13.1 or 13.2 in relation to this or any other contract with the Council the Council has the right to

(a) terminate the Agreement and recover from the Consultant the amount of any loss suffered by the Council resulting from the termination or

(b) recover in full from the Consultant any other loss sustained by the Council in consequence of any breach of this Condition whether or not the Agreement has been terminated

14. Non-discrimination

14.1 The Consultant shall use reasonable endeavours to ensure that they comply with the Equality Act 2010;

14.2. The Consultant agrees to provide the Service in a non-discriminatory manner and shall promote equality following any code of practices issued under any of the above legislation.

14.3. The Council has a responsibility to monitor the equality of the provision of any Services provided by the Council. To assist the Council to meet this responsibility, the Consultant agrees, where appropriate and practicable, to work towards providing monitoring information

to the Council in relation to employment and service provision in respect of the protected characteristics under the Equality Act 2010

14.4. The Consultant shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of the protected characteristics.

14.5. The Consultant shall notify the Council forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Consultant under the above legislation.

Where any investigation is undertaken by a person or body empowered to conduct such investigation, and/or proceedings are instituted in connection with any matter relating to the Consultant's performance of this Contract being in contravention of the above legislation, the Consultant shall, free of charge, co-operate fully and promptly in every way required by the person or body conducting such investigation.

Where any such investigation is conducted or proceedings are brought under the above legislation, which arise directly or indirectly out of any act or omission of the Consultant, its agents or subcontractors, or the staff of the Consultant, and where there is a finding against the Consultant in such investigation or proceedings, the Consultant shall indemnify the Council in respect to all costs, charges and expenses arising out of or in connection with any such investigation or proceedings to cover any costs or payment the Council may have been ordered or required to pay to a third party.

14.6 In order for the Council to monitor discrimination and promote equalities and diversity in all its functions and policies, the Council may require the Consultant to complete a questionnaire and/or provide information to the Council on the extent and quality of the Consultant's equalities and diversity policies and practice.

If the Consultant fails to meet the required standards set out in the above legislation or codes of practice and after having been given the opportunity to improve the Council may take further action, including the termination of this Contract.

14.7. The Consultant shall impose similar obligations contained in this clause in any subcontracts that it may enter into in relation to the provision of the Works/Services under this Contract.

15. Dispute Resolution

- 15.1 In the case of any dispute before resorting to legal proceedings the parties shall attempt to settle in good faith all disputes or differences which arise between them out of or in connection with this agreement by negotiations between them in good faith and in the event of failure of such negotiations by the use of the procedure known as Alternative Dispute Resolution (“ADR”)
- 15.2 Where failure of negotiations in respect of such a dispute or difference occurs the parties shall together refer such dispute or difference to the Centre for Effective Dispute Resolution (“CEDR”) for resolution in accordance with such of the ADR procedures offered by CEDR as CEDR considers appropriate in all the circumstances
- 15.3 The parties agree to be bound by the relevant rules of CEDR relating to the conduct of the relevant ADR proceedings as if the same were incorporated into this agreement. Each party shall bear its own costs incurred in the relevant ADR proceedings and one half of the fees and expenses of the CEDR unless a different agreement is reached as part of any settlement arrived at as a result of the relevant ADR proceedings

16. Social Value

The Consultant shall provide the Services in such a manner that assists the Council to improve the economic, social and environmental wellbeing for the area of the contract as defined in the Public Services (Social Value) Act 2012. The Consultant will also abide by any specific requirements of the Agreement as set out in the Brief attached hereto and/or any Council policy on social value.

17. Miscellaneous

- 17.1 Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement
- 17.2 This Agreement cancels and is in substitution for all previous letters and oral and written agreements relating to the subject-matter of this Agreement between the Council or any of its officers and the Consultant all of which shall be deemed to have been terminated by mutual consent

- 17.3 If any provision of this Agreement shall be held void or unenforceable in whole or part by any court other competent authority the remaining provisions and the remainder of the provisions affected shall remain in full force and effect
- 17.4 All notices or other communications to be served on either party under this Agreement shall be sent by pre-paid first-class post to the address shown above and shall be deemed served 48 hours after posting unless the contrary is proved
- 17.5 No person who is not a Party to the Agreement (including without limitation any employee officer agent representative or sub-Consultant of either the Council or the Consultant) shall have any right to enforce any term of the Contract which expressly or by implication confers a benefit on him without the prior agreement in writing of both Parties. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to The Contracts (Rights of Third Parties) Act 1999
- 17.6 Time is of the essence as regards the provision to the Council of the Services in accordance with the requirements and provisions of the Services and the terms of this Agreement
- 17.7 This Agreement is governed and to be construed in accordance with the laws of England
- 17.8 Any references in this Agreement to an Act of Parliament shall be deemed to include references to any subsequent legislation amending or re-enacting the same
- 17.9 a). The failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- b.) No waiver shall be effective unless it is communicated to the other party in writing.
- c). A waiver of a right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

IN WITNESS WHEREOF these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

Executed as a Deed by)
THE COMMON SEAL of CHELTENHAM)
BOROUGH COUNCIL being affixed hereto and)
authenticated by the undermentioned person)

authorised by the Council to act for that purpose:)

Borough Solicitor

Executed as a Deed by)
)
acting by its Director(s))
and Company Secretary duly)
authorised to sign on its behalf)

Director

Director/Company Secretary

OR

Executed as a deed by)
)
acting by a Director in the)
presence of:)

Name of Witness

Signature of Witness

Address

.....
.....

LLP partnership

Signed as a Deed by)
(*name of limited liability partnership*))
acting through two of its members)

Signed:.....

Name of member:.....

Signed:.....

Name of member:.....

OR

Executed as a deed by)

(*name of limited liability partnership*)
acting by a member in the)
presence of:)

Name of Witness

Signature of Witness

Address

.....

.....

Partnership

Executed as a deed by)
)

through its agent name of partner)
as agent for partnership name)

Signed:.....

in the presence of:

Name of Witness

Signature of Witness

Address

.....

.....

Individual executing as a deed

SIGNED as a deed in the presence of the)
Witness named below and DELIVERED)
by the said (*name of person*))

Name of Witness

Signature of Witness

Address

.....

.....

DATED

2015

CHELTENHAM BOROUGH COUNCIL

and

**Agreement for Consultancy Services for
Cheltenham Business Partnership Manager**

Borough Solicitor and Monitoring Officer
One Legal
Tewkesbury Borough Council
Council Offices
Gloucester Road
Tewkesbury
GL20 5TT

File ref: SH 19193



CERTIFICATE OF NON-COLLUSION

AND NON-CANVASSING

Appointment of a Consultant Cheltenham Business Partnership Manager

To: **Cheltenham Borough Council, Municipal Offices, Promenade, Cheltenham GL50 9SA**

For the Attention of: **Business Partner - Procurement**

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of Cheltenham Borough Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of Cheltenham Borough Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed _____

Date _____

Name: _____

Position _____

For and on behalf of



Form of Tender

Appointment of a Consultant Cheltenham Business Partnership Manager

To: Cheltenham Borough Council

I/We:(Name)
me)

Insert the full legal name of the intending tenderer or all of the intending tenderers (if joint) including 'Ltd' 'plc' or as the case may be.

N.B. If the legal name is a business name not followed by 'Ltd' or 'plc' please state the legal nature of the intending tenderer e.g. partnership or sole trader.

Of:(Address)
ess)

or

Being a company registered in
England/Scotland/.....

Whose registered number is.....(Insert company registration number)

Whose registered office is at
.....(Address)

or

Being a partnership comprising:
.....

.....

.....(Insert names and addresses of all partners)

hereby undertake to provide and supply all goods and/or services and/or works, and to execute the whole of the Contract in accordance with the tender document pack, which I/We have inspected all details contained therein for the sums quoted. The prices stated in Schedule 6 – Price Schedule are valid for acceptance for a period of 90 days from the date of receipt of Tenders.

In the event of this tender being accepted, I/We hereby undertake to enter into a formal Contract with the Council, for the proper and complete performance of the contract, such Contract to be prepared by One Legal. Each party to such Contract is responsible for their own legal costs.

Dated this: day 2015
of ...

continued >>

Signed:
.....

(signature(s) of (or on behalf of the Tenderer(s))

Full name of signatory:
.....

Capacity of signatory:
.....

On behalf of:
.....

.....*(Full name(s) of
Tenderer(s)*

The Form of Tender must be duly completed and submitted to Cheltenham Borough Council, Municipal Offices, Promenade, Cheltenham, GL50 9SA and marked for the attention of Business Partner - Procurement by **no later than 17:00 hours Friday 03 July 2015.**

TENDER QUESTIONNAIRE CBC 2015-002		
Appointment of a Consultant Cheltenham Business Partnership Manager		
Please provide answers to all questions		
1 – Supplier Information		
1.1 Supplier details	Answer	
Name of the company in whose name the tender is submitted		
Registered company address		
Registered company number and date of registration		
Registered charity number (if applicable)		
Registered VAT number		
Registered address, if different from above		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to your organisation	Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	Small or Medium Enterprise (SME)	<input type="checkbox"/> Yes
	For SME classification please	

	state number of employees?	
	Sheltered workshop	<input type="checkbox"/> Yes
	Public Service mutual	<input type="checkbox"/> Yes

1.2	Bidding model / legal form
------------	-----------------------------------

Please mark 'X' in the relevant box to indicate whether you are:

(a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself?	<input type="checkbox"/> Yes
--	------------------------------

(b) Bidding as a Prime Contractor and will use third parties to deliver some of the consultancy?	<input type="checkbox"/> Yes
--	------------------------------

If yes, please provide details below of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contact deliverables each sub-contractor will be responsible for.

--

(c) Bidding as a Prime Contract but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services?	<input type="checkbox"/> Yes
--	------------------------------

If yes, please provide details below of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contact deliverables each sub-contractor will be responsible for.

--

(d) Bidding as a consortium but not proposing to create a new legal entity?	<input type="checkbox"/> Yes
---	------------------------------

If yes, please include details of your consortium below including Consortium members and lead member, explaining the alternative arrangements i.e. why a new legal entity is not being created.

Please note the Council may require the consortium to assume a specific legal

form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	
(e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV)?	<input type="checkbox"/> Yes
If yes, please include details of your consortium below including Consortium members, Current lead member and name of Special; Purpose Vehicle and provide full details of the bidding model.	

1.3 Contact details	
Supplier contact details for enquires about this tender questionnaire:	
Name	
Postal address	
Country	
Phone	
Mobile	
Email	

1.4 Licensing and registration		
Please mark 'X' in the relevant box		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>

	member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.
1.4.3	Has your organisation or your organisation's directors or partners ever failed in obtaining/maintaining relevant licences or membership of an appropriate trading or professional organisation where required by law?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.

2. Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where there is disproportionate e.g. only minor amounts involved).

If you have answered "Yes" to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position

<p>please provide details below. You may contact the council for advice before completing this form.</p>		
<p> </p>		
<p>2.1 Within the past five years, has your organisation (or a member of any proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</p>	<p>Please indicate your answer by marking 'X' in the relevant box below</p>	
<p>(a) Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime?</p>	<p>Yes</p>	<p>No</p>
<p>(b) Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption?</p>	<p>Yes</p>	<p>No</p>
<p>(c) The common law offence of bribery?</p>	<p>Yes</p>	<p>No</p>
<p>(d) Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of People Act 1983?</p>	<p>Yes</p>	<p>No</p>
<p>(e) Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European</p>	<p>Yes</p>	<p>No</p>

Communities:		
(i) the offence of cheating the Revenue?	Yes	No
(ii) the offence of conspiracy to defraud?	Yes	No
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978?	Yes	No
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006?	Yes	No
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994?	Yes	No
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice act 1969?	Yes	No
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969?	Yes	No
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006?	Yes	No
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act?	Yes	No
(f) Any offence listed below:	Yes	No
(i) in section 41 of the Counter Terrorism Act 2008; or	Yes	No
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection?	Yes	No
(g) Any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by questionnaire number 7.1.7?	Yes	No

(h) Money laundering within the meaning of sections 340(11) and 415 of the proceeds of Crime Act 2002?	Yes	No
(i) An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996?	Yes	No
(j) An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004?	Yes	No
(k) An offence under section 59A of the Sexual Offences Act 2003?	Yes	No
(l) An offence under section 71 of the Coroners and Justice Act 2009?	Yes	No
(m) An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994?	Yes	No
(n) Any other offence within the meaning of Article 57(1) of the Public Contracts Directive:	Yes	No
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland?	Yes	No
(ii) created, after the day on which these Regulations were made, in the law of England and Wales and Northern Ireland?	Yes	No
2.2 Non-payment of taxes Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes	No
If you answered Yes to this question please provide details below and to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including where applicable, any accrued interest and/or fines?		

--

3. Grounds for discretionary exclusion – Part 1
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The council may exclude any organisation from the procurement process who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i):
--

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box below
--	--

(a) Your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective arrangements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time?	Yes	No
--	-----	----

(b) Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is 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	No
---	-----	----

(c) Your organisation is guilty of grave professional misconduct, which renders its integrity questionable?	Yes	No
---	-----	----

(d) Your organisation has entered into agreements with other economic operators aimed at distorting competition?	Yes	No
--	-----	----

(e) Your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot effectively be remedied by other, less intrusive, measures?	Yes	No
---	-----	----

(f) The prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41 that	Yes	No
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cannot be remedied by other, less intrusive, measures?		
(g) Your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes	No
(h) Your organisation: (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations?	Yes	No
(i) Your organisation has undertaken to: (aa) unduly influence the decision-making process of the contracting council: or (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure?	Yes	No
(j) Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes	No

4. Grounds for discretionary exclusion – Part 2

The council reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier's non-payment of taxes/social security contributions.

5. Economic and Financial standing

Financial information

(Company turnover assessment requirement may not be set at more than two times the contract value unless justified).

Please provide one of the following to demonstrate your economic / financial standing.

(a) Please indicate the annual turnover of your organisation, and the turnover in respect of the services to which the contract relates, over the last 2 years audited accounts. If your organisation is part of a group, please give figures for both your own organisation and the group.

	Organisation	Annual Turnover	For year
			For year
	Group	Annual Turnover	For year
			For year

(b) If requested, would you be able to provide a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position?	Yes	No
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(c) If none of the above are available are you able to demonstrate other means of financial status (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).	Yes	No
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(d) Is your organisation part of a wider group (e.g. a subsidiary of a holding/ parent company)? If yes please provide the name below:	Yes	No
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Name of organisation	
Relationship to your organisation completing the tender	

(e) Would the ultimate / parent company be willing to provide a guarantee if necessary?	Yes	No
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6. Technical and Professional Ability

6. Relevant experience, contract examples and references

Please provide details of at least two contracts, from either the public or private sector, that are relevant to the Council's requirement. Contracts should have been performed during the past three years. VCSE's may include samples of grant funded work.

The named customer contact provided should be prepared to provide written evidence to the council to confirm the accuracy of the information provided below.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then two separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (two examples are not required from each member).

Where the Contractor is a Special Purpose Vehicle or a managing agent not intending to be the main provider of the consultancy, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the consultancy.

		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation:			
6.2	Point of contact in customer organisation: Position in the organisation: Email address:			
6.3	Contract start date: Contract completion date: Estimated Contract			

	Value:			
6.4	<p>Please provide a brief description of at least two contracts delivered in no more than 500 words including evidence as to your technical capability in this market.</p> <p>(Weighting 20% of evaluation criteria) applies to 6.1 – 6.4)</p>			
6.5	<p>May referees above be approached for a reference / certificate of performance prior to any short-listing, interviews or presentations?</p> <p>(Weighting 5% of evaluation criteria)</p>	Yes	No	
6.6	<p>If you cannot provide at least one contract example in 6.1 to 6.4 above, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.</p>			
6.7	<p>Please provide the CV of the named consultant who will be put forward to work on this project and a statement that clearly demonstrates the named consultants ability to:</p> <ul style="list-style-type: none"> • Engage positively with people from a range of backgrounds • Excellent public relations skills across a range of media • Consult effectively with businesses and the public <p>(Weighting 30% of evaluation criteria)</p>			

6.8	Please provide a statement which demonstrates a clear understanding of the aims of the brief / job description as outlined in Schedule 1_sections 1 and 2 and an appreciation of the issues and risks arising from it (Weighting 10% of evaluation criteria)		
6.9	Does your organisation have an up to date and comprehensive procedure manual?	Yes	No

7. Insurance			
7.1	Please provide details of your organisation's insurance protection in respect of the following:		
	Public Liability policy	Insurer	Indemnity value in respect of any one incident (£)
	Employers Liability policy	Insurer	Indemnity value in respect of any one incident (£)
	Professional Indemnity policy	Insurer	Indemnity value in respect of any one incident (£)
	Please provide copies of policy certificates confirming the above values		

	<p>with your tender submission.</p> <p>Please note the minimum Pass / Fail criterion requirement for this project is:</p> <p>Public Liability Insurance - £5M</p> <p>Employers Liability Insurance £5M (not applicable to Sole Traders)</p> <p>Professional Indemnity Insurance - £1M</p> <p>Policies must cover for any one occurrence or series of occurrences arising out of one event.</p>		
7.2	If your organisation does not currently have the above minimum level of cover, do you undertake to secure the required insurance cover in the event your organisation being awarded the contract?	Yes	No

8. Equality Act 2010	
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
<p>(a) The Contractor shall use reasonable endeavours to ensure that they comply with the Equality Act 2010.</p> <p>(b) The Contractor agrees to provide the Service in a non-discriminatory manner and shall promote equality following any code of practices issued under any of the above legislation.</p> <p>(c) The Council has a responsibility to monitor the equality of the provision of any Services provided by the Contractor. To assist the Council to meet this responsibility, the Contractor agrees, where appropriate and practicable, to work towards providing monitoring information to the Council in relation to employment and service provision in respect of the protected characteristics under the Equality Act 2010.</p> <p>(d) The Contractor shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of the protected characteristics.</p> <p>(e) The Contractor shall notify the Council forthwith in writing as soon as it becomes</p>	

aware of any investigation of or proceedings brought against the Contractor under the above legislation. Where any investigation is undertaken by a person or body empowered to conduct such investigation, and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of this Contract being in contravention of the above legislation, the Contractor shall, free of charge, co-operate fully and promptly in every way required by the person or body conducting such investigation.

- (f) Where any such investigation is conducted or proceedings are brought under the above legislation, which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors, or the employees of the Contractor, and where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Council in respect to all costs, charges and expenses arising out of or in connection with any such investigation or proceedings to cover any costs or payment the Contractor may have been ordered or required to pay to a third party.
- (g) In order for the Council to monitor discrimination and promote equalities and diversity in all its functions and policies, the Contractor may require the Contractor to complete a questionnaire and/or provide information to the Council on the extent and quality of the Contractor's equalities and diversity policies and practice.
- (h) If the Contractor fails to meet the required standards set out in the above legislation or codes of practice and after having been given the opportunity to improve the Council may take further action, including the termination of this Contract.
- (i) The Contractor shall impose similar obligations contained in this clause in any subcontracts that it may enter into in relation to the provision of the Works/Services under this Contract.

8.1	Please confirm your organisation fully complies with the Equality Act 2010	Yes	No
8.2	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or	Yes	No

	any other court (or in comparable proceedings in any jurisdiction other than the UK)?		
8.3	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?	Yes	No
<p>If you answered 'Yes' to either question 8.2 or 8.3 above please provide below a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>Your organisation may be excluded from the procurement process if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>			
8.4	If you use sub-contractors, do you have the processes in place to check whether any of the above circumstances apply to these other organisations?	Yes	No

9. Environmental Management

The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years; unless the council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.

9.1	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or council (including local council)?	Yes	No
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If your answer to this question is 'Yes' please provide details below of the conviction or notice and details of any remedial action or changes you have made as a result of

conviction or notices served.			
9.2	If you use sub-contractors, do you have the processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes	No

10. Health and Safety			
10.1	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes	No
10.2	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes	No
	<p>If your answer to question 10.2 above was 'Yes' please provide details below and any enforcement/ remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>		
10.3	If you use sub-contractors, do you have the processes in place to check whether any of the above circumstances apply to these organisations?	Yes	No
10.4	Does your organisation have a dedicated member of staff responsible for health and safety, who is a member of a recognised health and safety professional body?	Yes	No

11. Quality Assurance	
11.1	Please provide details of any quality assurance accreditation that your organisation holds. If no accreditation is held, please briefly outline your quality assurance policy.
11.2	Registration Number: <input type="text"/>
11.3	Please provide details of any quality assurance accreditations for which you have applied?
11.4	Please provide a brief statement of how your organisation will manage and ensure quality control for the duration of the brief / project?
11.5	How does your organisation manage and maintain quality standards with your employees?

12. Tender Questionnaire Declaration	
12.1	<p>I declare that to the best of my knowledge the answers submitted in Schedule 5_Tender Questionnaire CBC 2015-002 are correct. I understand that the information will be used in the selection / evaluation process to assess my organisation's suitability to be invited to participate further in this procurement that may include short-listing.</p> <p>I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information.</p> <p>I declare that there will be no conflict of interest in relation to the Council's</p>

requirement or arising from this appointment either now or in the future, with other clients and interest, who may be advised by the consultancy.

I also declare that if appointed my organisation will maintain the confidentiality of information shared with them during the course of this project and sign a non-disclosure agreement where applicable prior to any confidential information being released to the to the successful consultant.

I am signing on behalf of.....(*insert name of Contractor*)

12.2	Name	
12.3	Role in organisation	
12.4	Date	
12.2	Signature	

Price Schedule - CBC 2015-002

All prices quoted must be in £ sterling, exclusive of VAT or Insurance Premium Tax and must include all costs including Delivery.

Each price you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

The tenderer should identify fixed costs for undertaking the project and a daily rate for any additional work that may be required.

All fees should be quoted exclusive of VAT at the prevailing rate but inclusive of expenses (travel and subsistence).

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

Price List	£
Fixed cost for delivery of the brief / job description in accordance with Schedule 1_sections 1 and 2:	
Daily rate for any additional associated work in the event this is identified and requested by the Council:	