TRURO CITY COUNCIL

|  |  |  |
| --- | --- | --- |
| CITY OF TRURO *Roger Gazzard* *Town Clerk* |  | *Town Clerk’s Department**Municipal Buildings**Boscawen Street**Truro TR1 2NE**Tel. (01872) 245501* *Fax. (01872) 225572**www.truro.gov.uk**email: roger@truro.gov.uk* |

Dear

**TENDER**

**HR Services**

# The City Council is a local authority providing a number of services in the Parish of Truro.

# The City Council has no HR expertise within its employed staff and therefore will rely on its support provider for legal, and technical advice and solutions.

The fundamental purpose of the contract is for the contractor to provide an HR service which is described in the specification of the contract. The period of the contract is initially for three years which may be extended for a further two years by the Council.

The City Council is expanding its work and it is anticipated that staff numbers will increase during the contract period and potentially include TUPE transfers into the Council.

All the Council staff are employed at various locations within the City of Truro.

The Council has a single status agreement in place, signed by UNITE and Unison, which was effective from March 2018.

The specification is split into three elements.

Firstly, initial work where the contractor will review and if necessary recommend changes to our current employment policies and procedures and our current contracts of employment.

Secondly, to provide ongoing HR advice particularly relating to employee relations, particularly relating to advising managers and keeping us up to date with legislative changes.

Thirdly there is one off advice - for instance we wish to consider implementing a job profiling process to replace our current grading review process.

Tenderers should allow as a minimum for a person being present in our offices for one day per week to provide ongoing advice.

Tenderers should provide the name of a key contact to both manage the contract and provide the initial point of contact for advice.

**Specification**

Initial Work

* Carry out an initial review of employment contracts, policies and procedures and recommend changes to ensure compliance with legislation and good practice.

Ongoing HR Advice

* To act as the primary contact in the first instance for all managers, providing a first-class telephone, e mail or face to face HR information and first stage advisory service on all HR policies, procedures and processes. To ensure all queries are dealt with in a timely manner.
* Supporting Managers in a variety of individual employment issues including matters concerning, conduct, capability, attendance, general performance management and grievances and provide an update of key issues.
* Investigate and present conduct and capability cases at formal hearings under the relevant procedures and take the role of Panel Adviser at formal hearings, as required by the organisation’s policy.
* Provide professional support and coaching to improve management capability and capacity to address individual and collective workplace issues.
* Develop positive relationships with the trade unions and professional associations.
* Liaise with internal legal advisers in relation to ad-hoc legal enquiries and the management of claims to the Employment Tribunal.
* Advise on the interpretation of terms and conditions of employment for a wide range of employment groups, ensuring fairness and equity in their application.
* General recruitment advice including: -

Advice on advertising. Pre-screening and Short listing. Interview arrangements and attendance. Pre-employment checks. Offers of employment. Contracts of employment

One off advice

* Lead on or contribute expert advice, guidance and practical support to design and implement organisational change and/or service improvement projects.
* Support and advise on the people implications of any ad-hoc projects initiated by the client organisation, e.g. accommodation review, restructures, pay and reward etc.

**1. Instructions for submission of Tender**

## a. Tender Submission

* The Tenderer must provide all documents as listed in the Tender Submission Checklist.
* Tenders shall be submitted in accordance with and subject to the terms of these instructions and other documents comprising the ITT. Any Tenderer not complying with this ITT in any way may be rejected by the Council, whose decision in the matter shall be final.
* All written entries shall be written in English in INDELIBLE BLACK INK suitable for photocopying and signatures shall be followed by the name of the signatory in printed capitals. All sections of the Tender must be completed.

##### c. Tender Submission Checklist:

##### Form of Tender

* Certificate of Direct or indirect Interest, Canvassing, and Confidentiality
* Certificate of Compliance: Insurance
* Pricing Schedule
* Commercially sensitive material checklist
* Equality and diversity undertaking compliance
* Method statements

*Information provided by the Tenderer in the Tender shall constitute an irrevocable offer to the Council that shall form part of any subsequent contract between the parties.*

The Tender Documents must be sealed in a plain envelope with ‘Tender Documents’ and the project name written in the top left-hand corner. Any such envelope or parcel shall not bear any name or any other mark (e.g. postal or franking devices on envelope) by which the Tenderer can be identified.

The envelope(s) or parcel(s) (if more than one) should be taped together securely using clear self-adhesive tape and delivered to:

Mr Roger Gazzard, Town Clerk Truro City Council Municipal Buildings Boscawan Street Truro TR1 2NE

not later than **1200 hours** on the **21st September 2018**. Tenders received after 1200 hours on this date will **NOT** be considered.

If you wish to e mail your tender, please notify the Town Clerk prior to sending.

## d. Discrepancies, Omissions, Clarification and Enquiries

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, the Tenderer shall notify the Contact Officer immediately.

Tenderers shall communicate all Tender related queries by e-mail to the Contact Officer no later than 14th September. The Contact Officer will respond to all such queries by e-mail to all Tenderers.

Where the Council considers any question or request for clarification to be significant, both the query and response will be communicated, in a suitably anonymous form, to all Tenderers.

Tenderers should not contact the Council’s existing Providers/Suppliers of the service to request information (information that is not in the public domain) either directly or indirectly.

Telephone enquiries will not be accepted.

## e. Study of Tender Documents

The Tenderer is required to examine the Tender Documents and to obtain all information as it may require submitting a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

## f. Tender Errors and Omissions

If the Council discovers actual or apparent errors or accidental omissions in the Tender, the Tenderer may be required to justify or correct the price/item(s) concerned.  Any adjustments to the Tender shall be confirmed in writing by the Tenderer to the Council, but without any obligation on the Council to accept the adjustments. For the avoidance of doubt, the Council will not accept any new or revised prices which are clearly not an error or accidental omission from the original tender submission. The purpose of this clause is for clarification of genuine errors or omissions.

The Council cannot enter into any negotiations on the Tender or Contract.

**2. Procurement Timetable**

Issue of Advert for Invitation to Tender – 31st August 2018

Deadline for receipt of Tender – 21st September 2018

Interview for Tenderers – 5th October 2018

Tender Award – 8th October 2018

Start Date – 8th October 2019

The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

##

## 3. Evaluation of Tenders

## The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

## Each Tender will be checked for completeness and compliance with all requirements of the ITT.

## During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.

Once all completed tenders have been received and opened, each will then be scored using the selection criteria matrix. The applicant submitting the highest scoring tender will then be invited to enter into a contractor with Truro City Council.

## Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the following award criteria: -

|  |  |
| --- | --- |
| **a. Mandatory Criteria** | **Weighting** |
| Experience in providing HR support services  | **Y/N** |

*Failure to provide a satisfactory response to any of the questions may result in the Council disqualifying the Tenderer.*

**b. Desirable Criteria.**

|  |
| --- |
| The following table is to be completed for each returned tender by the relevant evaluating officer – a judgement is to be made against each category on how each tender and tenderers compares. For example, if a tender is considered to be “Good” on Tender Price, then this would score 37.5, which should be put into the total column on the right. The same logic must then be applied for the other category. These totals should then be added up to give the final score. The highest total score (out of 100) should demonstrate the tender which is most likely to achieve the requirements of the Council based on whole cost and value for money considerations. |
|  |  |  |  |  |  |  |  |
| **Category for consideration** | **Weighting** | **Will fail to satisfy required standard / need** | **Marginally adequate** | **Average / Acceptable** | **Good** | **Excellent** | TOTAL |
| Experience and competence of tenderer | 50% | *0* | *12.5* | *25* | *37.5* | *50* |  |
| Tender price | 50% | *0* | *12.5* | *25* | *37.5* | *50* |  |
|  |  |  |  |  | Final Score | (Out of 100) |  |
|  |  |  |  |  |  |  |  |

## c. Notification

Following evaluation of the Tenders the Council will decide on which, if any, Tender shall be accepted.

Any contract award will be conditional on the Contract being approved in accordance with the City Council standing orders and the Council being generally able to proceed.

#

**4. Tender Conditions.**

## a. Freedom of Information Act 2000 and the Environmental Information Regulations 2004

The Council as a public body is bound by the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and is committed to meeting its obligations and responsibilities under both FOIA and EIR. Accordingly, any information submitted to the Council may be subject to disclosure in response to a request under the FOIA/EIR or certain information may be included in the Council’s Publication Scheme that it is required to maintain under FOIA.

If you consider any of the information included in your Tender to be commercially sensitive, please identify it by completing Schedule 5 - Commercially Sensitive Material Check List and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

You should be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under FOIA/EIR in response to a request where such disclosure is considered to be in the public interest. Please also note that the receipt by the Council of any material marked ‘confidential’ or equivalent should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

## b. Acceptance of Tender

The Tender shall constitute an irrevocable offer to agree to provide the services in the ITT.

It is clearly understood that the ITT and the submission of the Tender shall not in any way bind the Council to enter into an agreement with the Tenderer or involve the Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Council shall not bind itself to accept the highest, or any, Tender, but at the Council’s sole discretion may accept the whole or part of any Tender.

There will not be any negotiations on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered. Tenderers are specifically reminded not to submit, or make their tender reliant on the use of, their own terms and conditions of contract as this will invalidate their Tender.

The Tender shall remain open for acceptance for a period of 30 days from the closing date for the receipt of Tenders.

The Tenderer’s attention is particularly drawn to the fact that no useful purpose is served by enquiring the result of competitive tendering. All tenderers are notified as soon as possible.

## c. Rejection of Tender

The Council will reject any Tender if:

* the Tender is incomplete or vague or is submitted later than the prescribed date and time;

**or**

* the Tender is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any condition contained in the ITT;

  **or**

* any Tender in respect of which the Tenderer:
* has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted to the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
	+ fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
	+ communicates to any person other than the Council the amount or approximate amount of the prices shown in the Pricing Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
	+ enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
	+ offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender, any act or omission; or
* in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

## d. Amendment to Tender Documents

Should any additions or deletions to the Tender Documents or the provision of supplementary documentation be considered necessary prior to the date for submission of Tenders, these will be issued by the Council to Tenderers and will be deemed to then form part of the Tender Documents; the Council reserves the right to extend any date for submission of the Tenders accordingly.

## e. Tenderers Responsibilities

A Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates stated in the Pricing Schedule contained in that Tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect it’s Tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

Tenderers shall not contact the Council’s existing provider of services detailed in this Invitation to Tender to request information (information that is not in the public domain) either directly or indirectly related to the services specified unless a commercial relationship exists or is being formed to provide the services, or the Council directs the Tenderer to do so.

Please see paragraph 1 (d) for more information on communicating clarifications and queries to the Council.

## f. Council Representatives

No person in the Council’s employ or other agent, except as so authorised by the Contact Officer, has any authority to make any representation or explanation to Tenderers as to the meaning of the Contract or any other Tender Document or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the Council.

## g. Tender Documents

The documents which constitute the Tender Documents and all copies are and shall remain the property of the Council and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

## 5. Tenderer’s Warranties

In submitting the Tender the Tenderer warrants and represents and undertakes to the Council that:

* it has not done any of the acts or matters referred to in paragraph 4c of this ITT and has complied in all respects with this ITT;
* all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects;
* It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents;
* it has full power and authority to enter into the agreement and will if requested produce evidence of such to the Council
* it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

## 6. Confidentiality

## The Tender must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender Documents, other than on an “In Confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender. Tenderers shall not at any time release information concerning the ITT and/or the Tender Documents for publication in the press or on radio, television, screen or any other medium. In the event of a Tender not being submitted or accepted all documents and drawings shall be returned to the Authorised Officer.

## 7. Publicity

Suppliers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this contract award process or the Licence other than with the prior written consent of the Council. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and E-mail accessible by the public at large and the representatives of such media.

## 8. Council’s Warranties and Disclaimers

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the Council’s criteria and the Council may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Tenderer in respect of the licence by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement. Under no circumstances shall the Council be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

Please contact the undersigned if you have any questions or queries.

Thank you in anticipation.

Yours Sincerely

**Roger Gazzard**

**Truro City Council**.

##### Attached

|  |  |
| --- | --- |
| Schedule 1 | Form of Tender |
| Schedule 2 | Canvassing etc statement |
| Schedule 3 | Certificate of Compliance - Insurance |
| Schedule 4 | Pricing |
| Schedule 5 | Commercially Sensitive Documents |
| Schedule 6 | Equality and Diversity |
| Schedule 7 | Method Statement |

##### Schedule 1 – Form of Tender

Form of Tender: Entering into an agreement to provide HR services.

To: Truro City Council

I/We …………………………………………………

Carrying on business at

……………………………………………………………

……………………………………………………………

……………………………………………………………

fully accept the attached terms and conditions as contained in the Council’s Contract for the provision of IT services.

I/ We hereby Tender and undertake to enter into an agreement to provide IT services in accordance with the Tender Documents for the sums set out below.

Having examined the Tender Documents for the contract, we offer to enter the agreement in conformity, without qualification, therewith for the sum of:

|  |  |
| --- | --- |
| **Initial review** |  |
|  |  |
| **Monthly Support Charge** |  |
|  |  |
| **Hourly Rate (one off projects)** |  |
|  |  |

Unless and until a formal agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding contract between us, such contract to be carried out under the terms and conditions contained in the ITT.

We understand you are not bound to accept the lowest Tender or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender

We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

* communicate to a person other than the person calling for those Tenders the amount of approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender
* enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted
* offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above

**I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not affect the Contract and may cause the Tender to be rejected.**

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 30 days from this date.

Unless and until a formal Agreement is prepared and executed, this Tender, together with The Council’s acceptance thereof in writing, shall constitute a binding Contract between the two parties, such Contract to be carried out under the terms and conditions contained in the ITT.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

In this certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not

Signed…………………………………………………………………………………..……

Date………………………………………………………………………………………....

in the capacity of ………………………………………………………………..

duly authorised to sign Tenders and give such certificates for and on behalf of

(in BLOCK CAPITALS) ……………………………………………………………...

Telephone No. ……………………………………………………………………………

##### Schedule 2 – Direct or indirect Interest, Canvassing, Confidentiality

I/We hereby certify that:

 to the best of my/our knowledge and belief, no person or persons who is a Councillor, Officer, Servant or Agent of the Council has any direct or indirect interest in or connection with the Tenderer

I/We have not and will not canvass or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.

I ……………………………………… of ……………………………………. hereby agree with Truro City Council (the Council) that I shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Council and my organisation that it may be necessary to share information with Colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed……………………………………………………………………………..

Date ……………………………………………………………………………….

in the capacity of ……………………………………………………………….

duly authorised to sign Tenders and give such certificates for and on behalf of

(in BLOCK CAPITALS) ………………………………………………………….

Telephone No. ……………………………………………………………………

Postal Address ……………………………………………………………………

To be signed, completed and return with Tender submission

**Schedule 3 - Certificate of Compliance - Insurance**

In the matter of the proposed Contract between the Council and

…………………………………………………
(The Tenderer)

for the supply of HR services

It is hereby certified that the Tenderer is insured against any liability loss claim proceedings and costs whatsoever and whether arising under common law or statute:

in respect of personal injury to or death of any person whomsoever whether employed by the Tenderer or otherwise; and

in respect of any loss or damage whatsoever to any property real or personal including any property belonging to or in the control of the Employer; and arising out of or in the course or caused by the execution of the Contract.

It is further certified that the insurance cover provides for Employer’s Liability for not less than £5 million, and Public Liability to a minimum amount of £5 million each and every incident or accident and unlimited in respect of the Contract.

It is further certified that the policies that meet the requirements set out herein bear endorsement indemnifying the Council as Principal.

The policies that meet the requirements set out herein;

and are due for renewal on …….………………………………………….respectively.

Signed……………………………………………………………………………..

Date ……………………………………………………………………………….

in the capacity of ……………………………………………………………….

duly authorised to sign Tenders and give such certificates for and on behalf of

(in BLOCK CAPITALS) ………………………………………………………….

Telephone No. ……………………………………………………………………

Postal Address ……………………………………………………………………

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with Tender submission.

##### Schedule 4 – Pricing

Tenderers are required to complete the Pricing Schedule. These costs will form the basis of the Tender submission.

All prices shall be stated in pounds sterling and exclusive of VAT.

The tenderer is invited to provide prices for the initial review work, a monthly routine support charge and an hourly rate for additional services.Tenderers should also specify how they propose to charge for advice.

**To be completed and returned with Tender submission.**

#####  Schedule 5 – Commercially Sensitive Material Check List

**COMMERCIALLY SENSITIVE DOCUMENTS NOT FOR DISCLOSURE TO THIRD PARTIES UNDER THE FREEDOM OF INFORMATION ACT 2000 (FOI) OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)**

To: Truro City Council

Municipal Buildings

 Boscawan Street

 Truro

 Cornwall TR1 2NE

|  |
| --- |
| HR Support 2018 |

Contract Reference Number

|  |
| --- |
|  |

Name of Organisation

**The Authority may be obliged to disclose information in or relating to this tender following a request for information under the FOI or EIR therefore please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which are not for disclosure in respect of your tender.**

|  |  |  |  |
| --- | --- | --- | --- |
| Information / Document | Reference / Page No. | Reasons for Non-Disclosure (cite exemption(s) to be considered) | Duration of confidentiality |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

The tenderer acknowledges that the Commercially Sensitive Information listed in this Schedule is of indicative value only and the Authority may be obliged to disclose it in accordance with the Contract pursuant to a request under the FOI or EIR. Without prejudice to the Authority’s obligation to disclose information in accordance with the FOI or EIR. the Authority shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this Contract or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Schedule .

Note: To be kept with the tender documents for consideration should a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 be received. This document can be destroyed in line with the retention and destruction schedule of the tender documents.

#####

##### Schedule 6 - Equality & Diversity Undertaking of Compliance

By signing this undertaking you agree that your organisation will adhere to the Equality & Diversity principles set out below:

1. Your organisation will manage its responsibilities and duties relating to Equality and Diversity in accordance with and in compliance with the statutory obligations and any additional requirements contained within your Equality & Diversity Policy.
2. Your organisation will effectively communicate its Equality & Diversity Policy to all employees. This may, without limitation, include dissemination through staff Inductions, Staff Appraisals or Staff Bulletins. (If you have less than 5 employees you will be required to have an Equality & Diversity Statement and the same principles will still apply for communicating the Statement to all employees).
3. Your organisation will actively promote the elimination of all forms of discrimination, without limitation, by:
	1. effectively communicating your instructions to all employees concerned with recruitment, training and promotion activity;
	2. establishing and enforcing guidance or policy documents that detail how your organisation embeds equality and diversity into its business culture;
	3. ensuring the guidance and policy documents are made available to all employees, recognised trade unions or other representatives groups of employees connected to your business;
	4. ensuring that any recruitment advertisements or other literature disseminated by your company complies with your policies (and statute) in relation to Equality and Diversity.

By signing and returning this document you expressly agree, where the Council at its sole discretion requests such copies, to provide, within 7 days of any such Council request, copies of any relevant examples of the instructions, documents, recruitment advertisements or other literature relating to Equality & Diversity.

Signed by Business/Company

Director ………………………………………………………………

Date…………………………………………………………………

**Schedule 7 – Specification/Method Statements**

In order to demonstrate how you will deliver the service as detailed in the Specification the Tenderer is required to include a Method Statements with it’s Tender. This should specify how it proposes to carry out its work, particularly the parts of the services carried out remotely and those carried out on site. It should also be clear about response times and the availability and arrangements for a helpdesk.

In order to provide information of past performance tenderers should provide examples of organisations to whom they are providing or have provided a similar service.