



INSTRUCTIONS FOR TENDERING

Shropshire Council in collaboration with the Borough of Telford & Wrekin and NHS Shropshire, Telford & Wrekin ICB

CONTRACT FOR THE PROVISION OF SHROPSHIRE INTEGRATED COMMUNITY EQUIPMENT LOAN SERVICE

**PERIOD: 1st APRIL 2024 – 31st MARCH 2029
With 2 x 24-month options to extend**

Procurement Ref.: AMCV317

Shropshire Council Instructions for tendering

Contract Description/Specification:

Shropshire Council, on behalf of itself, the Borough of Telford and Wrekin, and NHS Shropshire, Telford and Wrekin Integrated Care Board (ICB), wishes to procure an Integrated Community Equipment Loan Service within Shropshire and Telford & Wrekin.

The service will encompass the supply, delivery, maintenance, collection and reuse of community equipment for adults, children and young people, enabling Health and Local Authority Partners to meet their legal requirements. This will involve supply of 'standard' and 'special' items of equipment to Clients on a loan basis.

The service will be delivered across the administrative localities of Shropshire Council and the Borough of Telford and Wrekin to all Clients who are either resident within these areas (as determined by postcode) or are registered with a GP practice which is part of the NHS Shropshire Telford and Wrekin ICB covering these areas.

This service combines existing provision across the geographical area of Shropshire and Telford & Wrekin into one single equipment provider model with the aim of achieving greater consistency for Prescribers and efficiency for residents.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for Integrated Community Equipment Loan Service within Shropshire and Telford & Wrekin as detailed in the Tender Response Document. The duration of the contract will be for the period 1st April 2024 – 31st March 2029 with 2 x 24-month options to extend.
- 1.2** Tenders are to be submitted in accordance with the draft contract of Shropshire Council, and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents 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 Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender 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 a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the draft contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) 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.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited

to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents 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 document 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.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 7th August 2023**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a “Variant Bid”. However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the “Compliant Tender”) . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006

6.1 Tenderers should note that the Employee ‘Transfer of Undertakings (Protection of Employment) Regulations ‘2006 (‘TUPE’) will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested via the Delta E-Tendering portal. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be contacted or called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. In addition Tenderers are requested to make a presentation and a demonstration of their proposed IT system as set out in the Tender Response Document. The presentation and IT demonstration will be evaluated and will contribute to the final score achieved by Tenderers as set out in the Tender Response Document and Guidance..

7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

8.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

8.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

8.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

8.4 All queries should be raised as soon as possible (in writing), in any event not later than **31st July 2023**.

8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way whatsoever.

9.0 Continuation of the Procurement Process

9.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

9.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account

in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 Confidentiality

10.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

10.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

10.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

10.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

10.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

10.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

10.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

10.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

10.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

10.5.4 the Tenderer is legally required to make such a disclosure.

10.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

11.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

11.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

11.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement 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 Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

16.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2024**.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

20.0 **Declaration**

We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.



Shropshire
Council



Telford & Wrekin
Co-operative Council

Tender Response Document

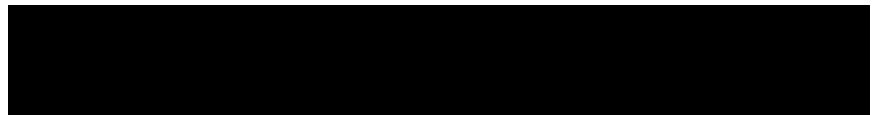
Shropshire Council in collaboration with the Borough of Telford & Wrekin and NHS Shropshire, Telford & Wrekin ICB

CONTRACT FOR THE PROVISION OF SHROPSHIRE INTEGRATED COMMUNITY EQUIPMENT LOAN SERVICE

**PERIOD: 1st APRIL 2024 – 31st MARCH 2029
With 2 x 24-month options to extend**

Procurement Ref.: AMCV317

Name of TENDERING
ORGANISATION
(please insert)



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CONTRACT DESCRIPTION

Shropshire Council, on behalf of itself, the Borough of Telford and Wrekin, and NHS Shropshire, Telford and Wrekin Integrated Care Board (ICB), wishes to procure an Integrated Community Equipment Loan Service within Shropshire and Telford & Wrekin.

The service will encompass the supply, delivery, maintenance, collection and reuse of community equipment for adults, children and young people, enabling Health and Local Authority Partners to meet their legal requirements. This will involve supply of 'standard' and 'special' items of equipment to Clients on a loan basis.

The service will be delivered across the administrative localities of Shropshire Council and the Borough of Telford and Wrekin to all Clients who are either resident within these areas (as determined by postcode) or are registered with a GP practice which is part of the NHS Shropshire Telford and Wrekin ICB covering these areas.

This service combines existing provision across the geographical area of Shropshire and Telford & Wrekin into one single equipment provider model with the aim of achieving greater consistency for Prescribers and efficiency for residents.

INSTRUCTIONS FOR COMPLETION

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. All questions require specific responses from you relating to the organisation named in Section B1, Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed:
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) 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.
4. Where copies of certificates and other details are requested, **a copy must** accompany your tender response.
5. Please refer to the document 'AMCV 317 Additional Guidance for Tenderers' for further guidance on completion of this document and the basis on which your response will be assessed and evaluated.

SECTION A

A1: Form of Tender

Form of Tender

Shropshire Council

Tender for the Provision of Shropshire, Telford & Wrekin Integrated Community Equipment Loan Service

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply/provision of the Shropshire, Telford & Wrekin Integrated Community Equipment Loan Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

A2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

A3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

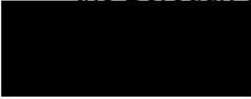
I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender, or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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: -

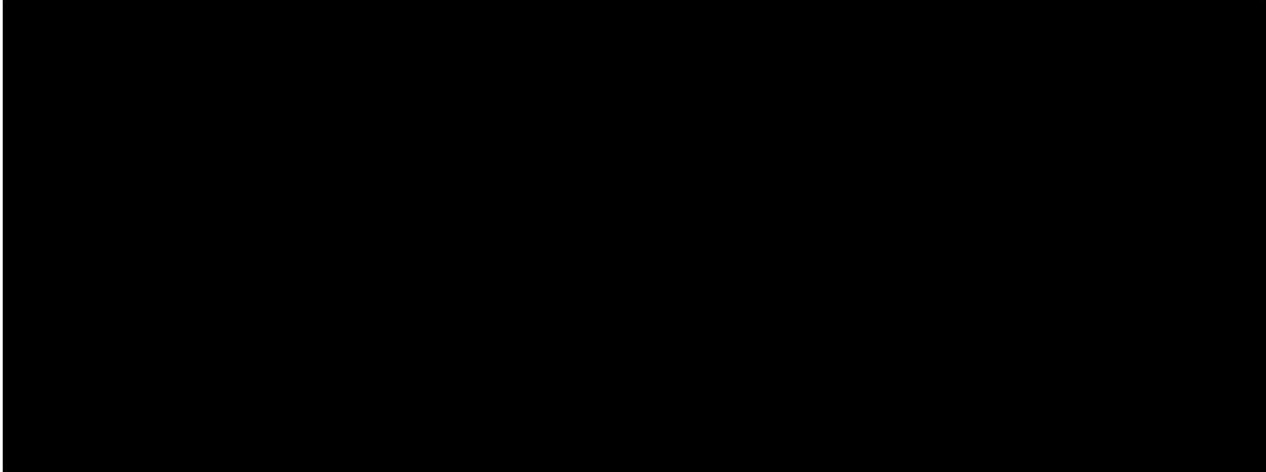
- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement 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 Services any act or omission.

A4. Declaration of Connection with Officers or Elected Members of the Council

Are you, or any of your staff who will be affected by this Invitation to Tender, related or connected in any way to any Elected Councillor or Employee of Shropshire Council, the Borough of Telford and Wrekin or NHS Shropshire, Telford and Wrekin ICB?

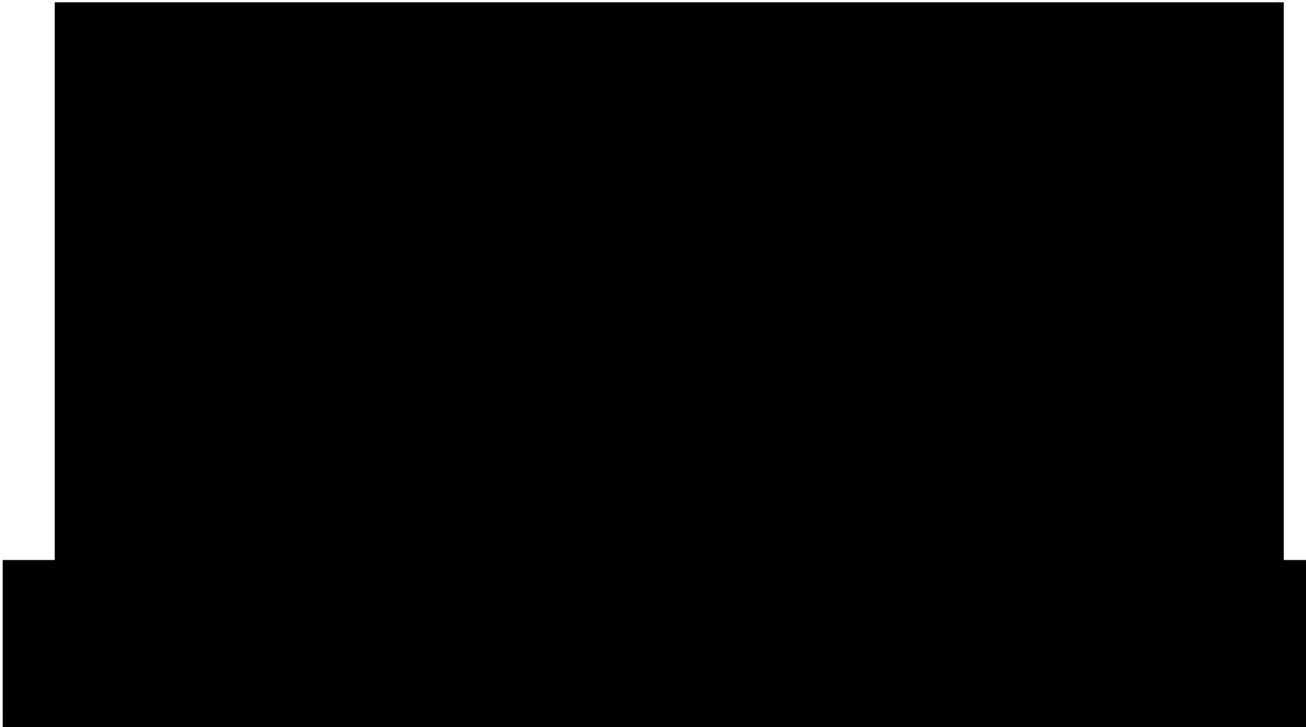


If yes, please provide details below:



Please note:

This information is collected to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.



SECTION B

Standard Selection Questionnaire

Notes for completion

1. The “Council” means Shropshire Council as the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You”/“Your” refers to the potential Provider completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential Provider” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Council immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
 - a. members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
 - b. the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid

for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

7. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
8. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email publicprocurementreview@cabinetoffice.gov.uk or phone 0345 010 3503.

Part 1: Your Information and the Bidding Model
You must answer all questions in parts 1, 2 and 3.
Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

B1 Your information		
No.	Question	Response
1.1	Organisation name (if registered, please give the registered name)	
1.2	Registered address (if applicable) or head office address	
1.3	Registered website address (if applicable)	
1.4	Trading status a) - public limited company b) - private limited company c) - limited liability partnership d) - other partnership e) - sole trader f) - third sector g) - other (please specify your trading status)	
1.5	Date of registration (if applicable) or date of formation.	
1.6	Registration number (company, partnership, charity, etc if applicable).	
1.7	Registered VAT number.	
1.8	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established?	
1.9	If you responded yes to 1.8, please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide - the website address, - issuing body - reference number.	
1.10	For procurements for services only, is it a legal requirement in the country where you are established for you to: a) possess a particular authorisation, or b) be a member of a particular organisation, to provide the requirements specified in this procurement?	

1.11	If you responded yes to 1.10, please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.	
1.12	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <p>a) Voluntary Community Social Enterprise (VCSE).</p> <p>b) Sheltered Workshop.</p> <p>c) Public service mutual.</p>	
1.13	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	
1.14	<p>Details of Persons with Significant Control (PSC)², where appropriate³:</p> <ul style="list-style-type: none"> - Name - Date of birth - Nationality - Country, state or part of the UK where the PSC usually lives - Service address - The date he or she became a PSC in relation to the company; - Which conditions for being a PSC are met: <ul style="list-style-type: none"> - Over 25% up to (and including) 50% - More than 50% and less than 75% - 75% or more <p>(Please enter N/A if not applicable)</p>	
1.15	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> - Full name of immediate parent company, - Registered or head office address, - Registration number (if applicable), - VAT number (if applicable), <p>Please enter N/A if not applicable)</p>	

¹See definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

²UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

³Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

1.16	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of ultimate parent company, - Registered or head office address, - Registration number (if applicable), - VAT number (if applicable), <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above).

B2	Bidding model	
Please provide the following information about your approach to this procurement.		
No.	Question	Response
2.1	<p>Please indicate if you are bidding as a single supplier or as part of a group or consortium?</p> <p><i>If you are bidding as a single supplier, please go to Q 3.1.</i></p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <ul style="list-style-type: none"> a) The name of the group/consortium. b) The proposed structure of the group/consortium, including the legal structure where applicable. c) The name of the lead member in the group/consortium. d) Your role in the group/consortium (e.g., lead member, consortium member, subcontractor). e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e., are you relying on other consortium members for economic and technical standing and/or technical and 	

	professional ability?) and, if so, which criteria you are relying on them for	
2.2	<p>If you are proposing to use subcontractors, please provide the details for each subcontractor⁴.</p> <ul style="list-style-type: none"> - Name - Registration number - Registered or head office address, - Trading status <ul style="list-style-type: none"> a. Public limited company b. Private limited company c. Limited liability partnership d. Other partnership e. Sole trader f. Third sector g. Other (please specify your trading status) - Registered VAT number - SME (Yes/No) - The role each subcontractor will take in providing the works and /or supplies e.g., key deliverables - if known - The approximate % of contractual obligations assigned to each subcontractor, if known - Is the subcontractor being relied upon to meet the selection criteria (i.e., are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? 	

Part 2: Exclusion Grounds		
Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.		
B3	Grounds for mandatory exclusion	
No.	Question	Declaration
3.1	Within the past five years, anywhere in the world, have you or any person who:	

⁴This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

	<ul style="list-style-type: none"> • is a member of the supplier's administrative, management or supervisory body or • has powers of representation, decision or control in the supplier⁵, <p>been convicted of any of the offences within the summary below and listed in full on the webpage:</p>
(a)	Participation in a criminal organisation?
(b)	Corruption?
(c)	Terrorist offences or offences linked to terrorist activities?
(d)	Money laundering or terrorist financing?
(e)	Child labour and other forms of trafficking in human beings.
(f)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction <u>outside</u> England, Wales or Northern Ireland.
(g)	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.
3.2	<p>If you have answered yes to any part of question 3.1, please provide further details, including:</p> <ul style="list-style-type: none"> • date of conviction and the jurisdiction, • which of the grounds listed the conviction was for, • the reasons for conviction, • the identity of who has been convicted. <p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> • the web address, • issuing authority, • precise reference of the documents.
3.3	<p>If you have answered yes to any part of the question 3.1, please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self-cleaning).</p>

B4	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions
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⁵see Notes for Completion

The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this [webpage](#),⁶ and should be referred to before completing these questions.

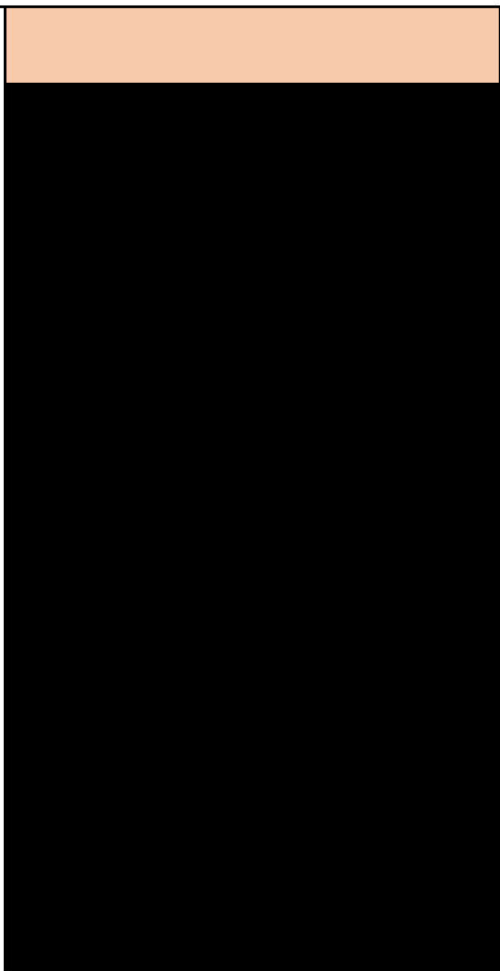
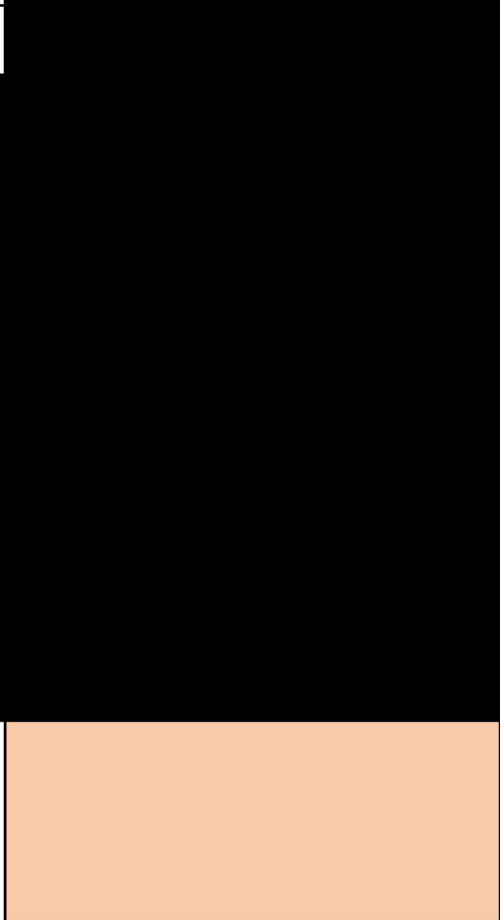
No.	Question	Declaration
4.1	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> • the web address, • issuing authority, • precise reference of the documents 	
4.2	<p>If you have answered no to question 4.1, please provide further details including the following:</p> <ul style="list-style-type: none"> • Country concerned, • what is the amount concerned • how the breach was established, i.e., through a judicial or administrative decision or by other means. • if the breach has been established through a judicial or administrative decision please provide the date of the decision, • if the breach has been established by other means please specify the means. 	
4.3	<p>Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum including, where applicable, any accrued interest and/or fines.</p>	

Please Note: We reserve the right to use our discretion demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions

B5	Grounds for Discretionary Exclusion	
<p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage,⁷ and should be referred to before completing these questions.</p>		
No.	Question	Declaration
5.1	<p>Within the past three years, anywhere in the world, have any of the situations summarised</p>	

⁶https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

⁷https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf



	<p>below and listed in full on the webpage applied to you?</p> <p>(a) Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See webpage.</p> <p>(b) Breach of social law obligations?</p> <p>(c) Breach of labour law obligations?</p> <p>(d) Bankruptcy or subject of insolvency?</p> <p>(e) Guilty of grave professional misconduct?</p> <p>(f) Distortion of competition?</p> <p>(g) Conflict of interest?</p> <p>(h) Been involved in the preparation of the procurement procedure?</p> <p>(i) Prior performance issues?</p>	
<p>5.2</p>	<p>Do any of the following statements apply to you?</p> <p>(a) You have 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.</p> <p>(b) You have withheld such information.</p> <p>(c) You are not able, without delay, to submit documents if/when required.</p> <p>(d) You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	

5.3	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation, please -</p> <p>confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</p> <p>confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.</p>	
5.4	<p>If your latest published statement is available electronically, please provide:</p> <ul style="list-style-type: none"> • the web address, • precise reference of the documents. 	
5.5	<p>If you have answered YES to any of the questions in 5.1 and 5.2, or NO to question 5.3, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self-cleaning)</p>	

Part 3: Selection Questions

B6 Economic and Financial Standing

No.	Question	Response
6.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g., financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> • the web address • issuing authority • precise reference of the documents 	
6.2	<p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	

6.3	<p>If you are not able to provide a response to questions 6.1 or 6.2, please provide any of the following alternatives.</p> <p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p> <p>Alternative information to evidence economic and financial standing (e.g., forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	 
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B7	Technical and Professional Ability
No.	Question
7.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors, voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include examples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p>For each contract, please provide the following information:</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract	[REDACTED]		
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's organisation			
E-mail address			
Description of contract			

	[Redacted]	
Contract Start date		
Contract completion date		
Estimated contract value		
7.2	<p>If you cannot provide at least one example for question 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g., your organisation is a new start-up, or you have provided services in the past but not under a contract.</p>	
	[Redacted]	

	[REDACTED]
7.3	<p>Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p>
	[REDACTED]

B8		Additional Questions (including Project Specific Questions)
No.	Question	Response
8.1	<p>Insurance Requirements Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>(a) Employer’s (Compulsory) Liability Insurance = £10million is required in respect of each and every claim.</p> <p>(b) Public Liability Insurance = £10million is required in respect of each and every claim with no abuse exclusion/inner limit.</p> <p>(c) Professional Indemnity Insurance = £1million is required in respect of each and every claim.</p> <p>(d) Product Liability Insurance = £5 Million is required in respect of each and every claim</p> <p>(e) Medical Malpractice = £5 million is required in respect of each and every claim</p> <p>(f) Cyber Insurance = £5 million (unless covered by Professional Indemnity incl. data breach, data loss and reputational damage)</p>	[REDACTED]
8.2	Data protection	[REDACTED]
(a)	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure	[REDACTED]

	compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	
(b)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none">● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;● to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;● to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);● to maintain records of personal data processing activities; and● to regularly test, assess and evaluate the effectiveness of the above measures.	

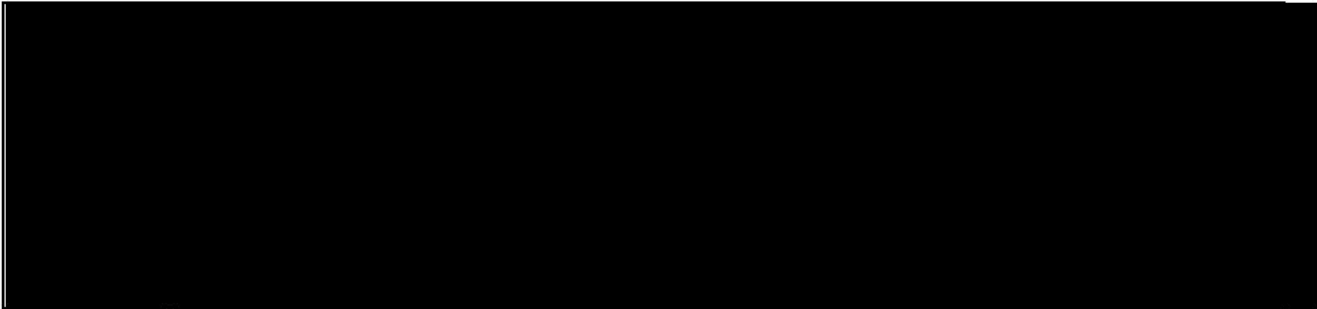


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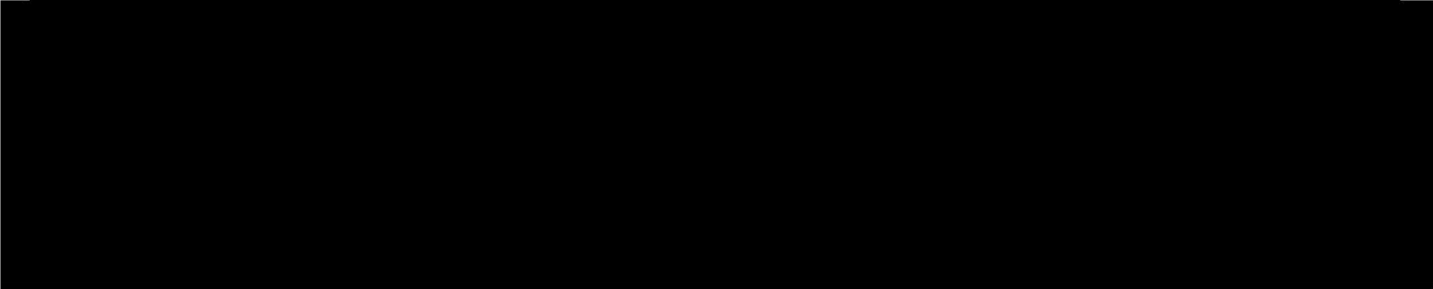
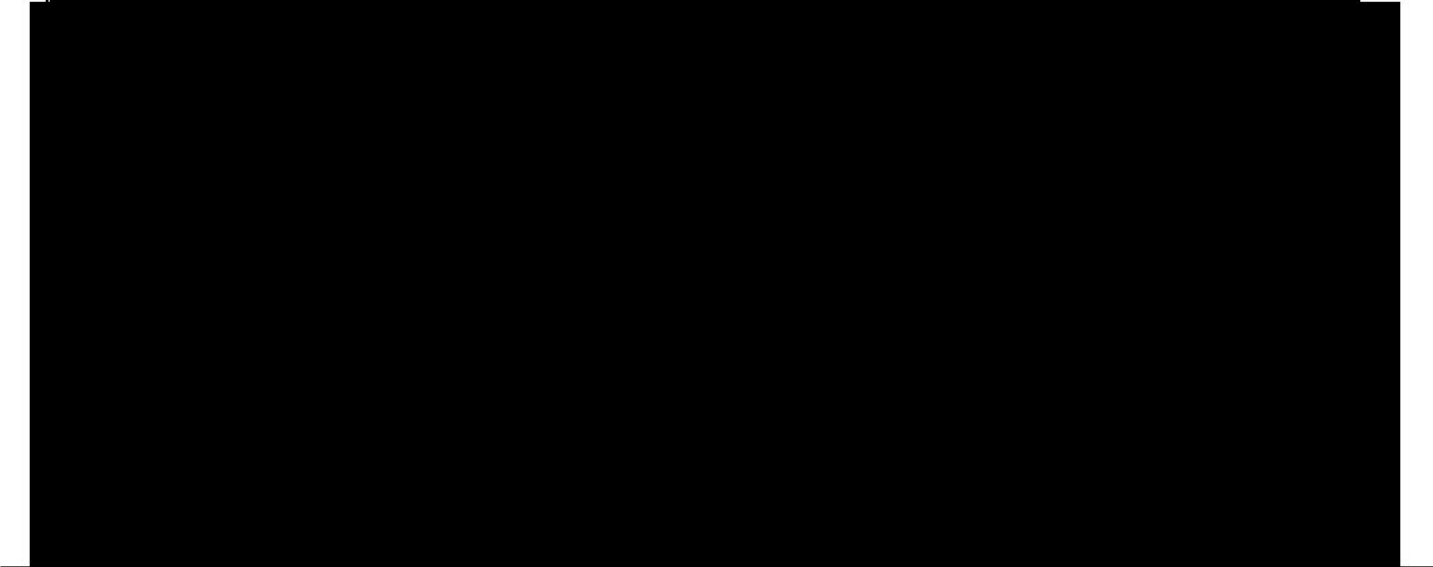
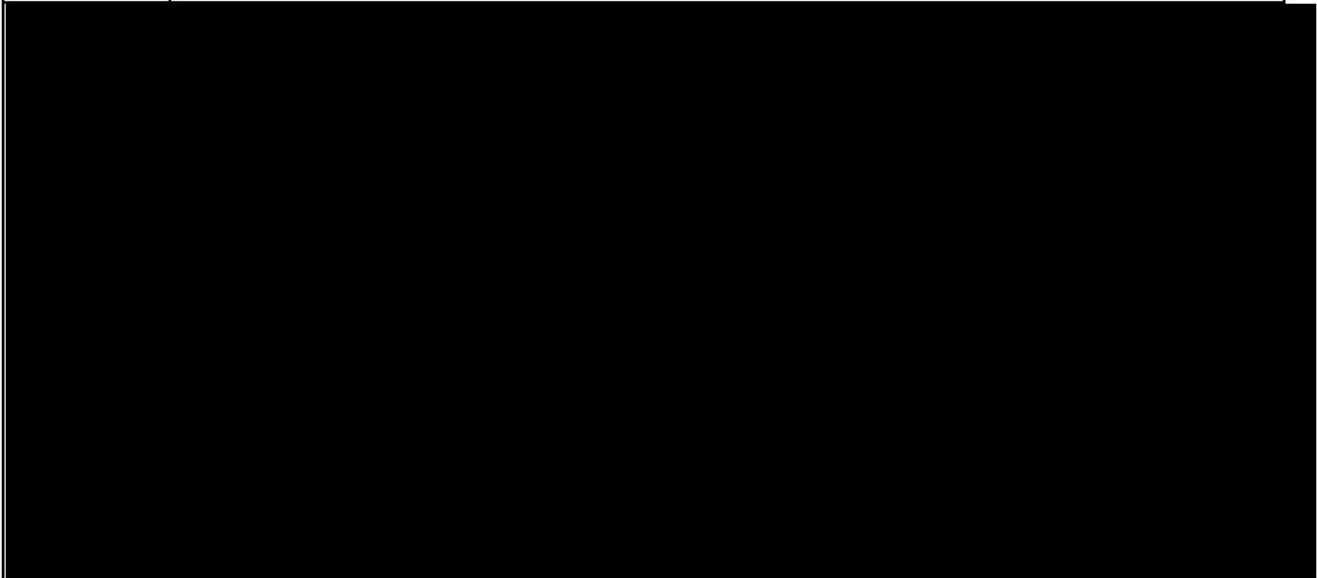
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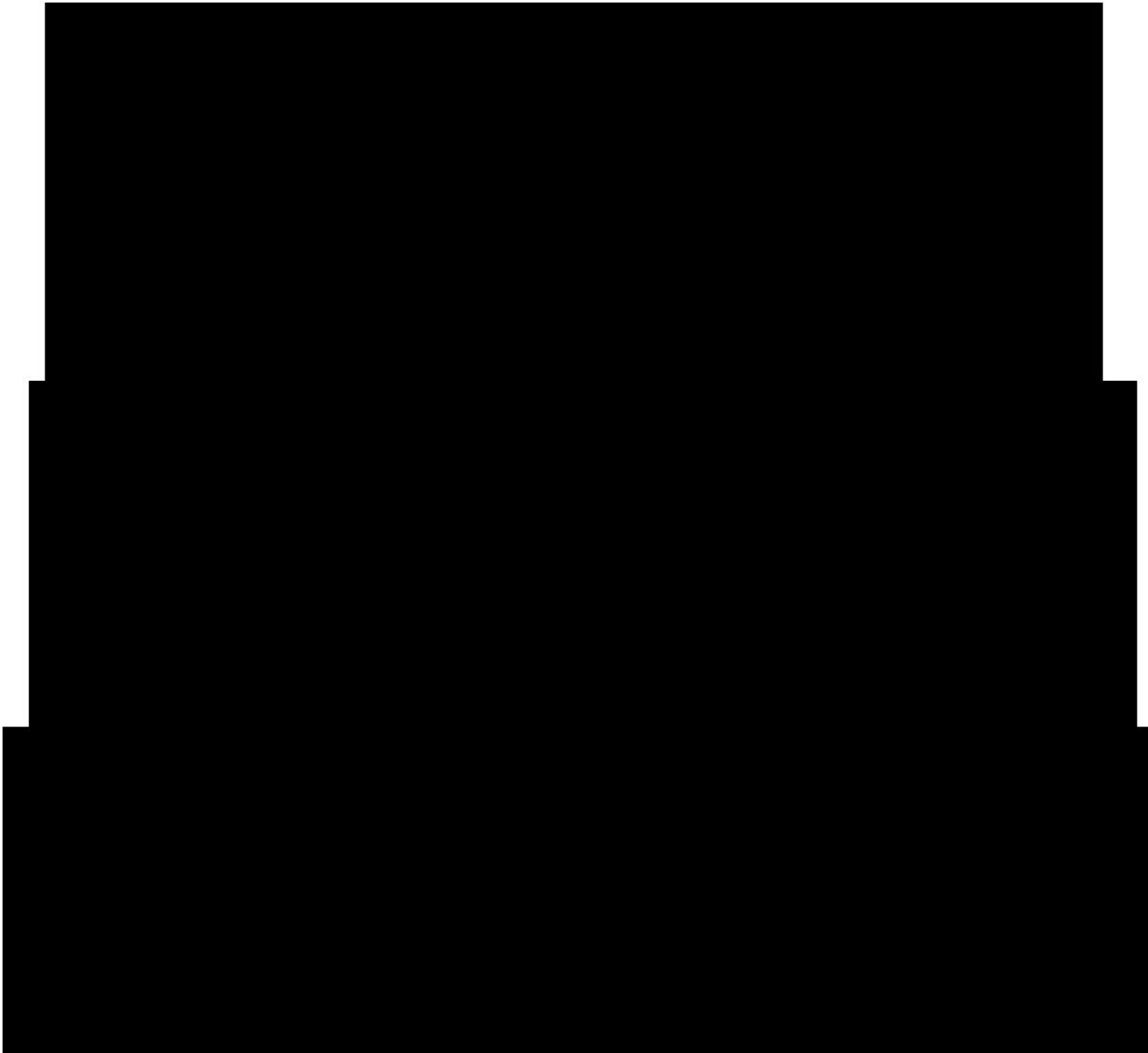


8.3

Health and Safety

Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). **Please use no more than 500 words.**





8.4	Payment in Contracts If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This question is focused on exploring your payment systems.
(a)	Please confirm if you intend to use a supply chain for this contract (i.e. services that are used wholly or substantially for the purpose of performing or contributing to the performance of the whole or part of the contract)

(b)	Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e., within your agreed contractual terms.	
(c)	<p>Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.</p> <p>This should include all situations where payments are due; not all payments involve an invoice⁸.</p> <p>You should explain this in the tender documents</p>	
PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (Regulation 113)		
8.5	Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.	
PUBLIC AND PRIVATE SECTOR CONTRACTS		
8.6 (a)	<p>Please provide the percentage of invoices⁹ paid by you to those in your immediate supply chain on all contracts for each of the two previous six-month reporting periods¹⁰. This should include the percentage of invoices paid within each of the following categories:</p> <ol style="list-style-type: none"> 1. within 30 days 2. in 31 to 60 days 3. in 61 days or more 4. due but not paid by the last date for payment under agreed contractual terms. <p>It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017.</p> <p>If you do wish to cross refer, please provide details and/or insert link(s).</p>	
(b)		



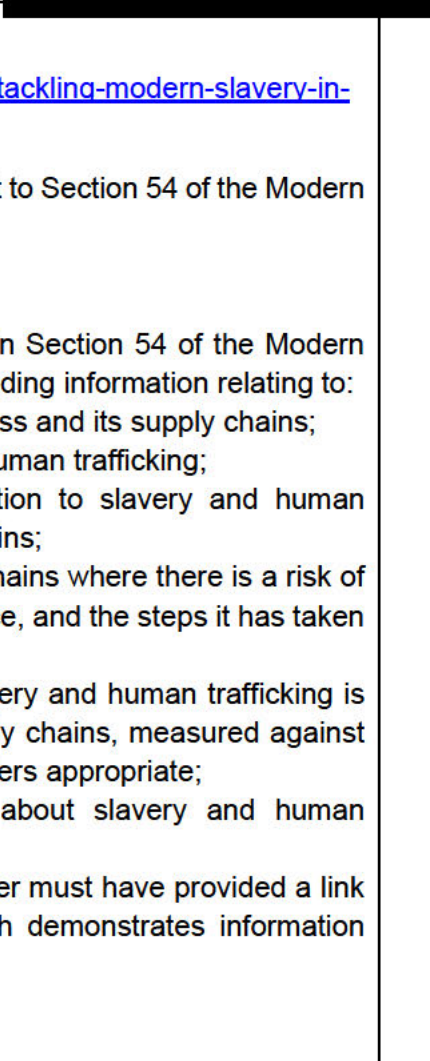
⁸See PPN 08/21 FAQs.

⁹This should include all situations where payments are due; not all payments involve an invoice (see FAQs). You should explain this in the tender documents

¹⁰You should explain in the tender documents what a reporting period is by referring to the BEIS Guidance:

<https://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements>

	<p>If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why.</p>
<p>(c)</p>	<p>If you are unable to demonstrate that $\geq 95\%$ of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods please provide an action plan for improvement which includes (as a minimum) the following:</p> <ul style="list-style-type: none"> ● Identification of the primary causes of failure to pay: <ul style="list-style-type: none"> ○ 95% of all supply chain invoices within 60 days; and ○ if relevant under question 6.4(b), all invoices within agreed terms. ● Actions to address each of these causes. ● A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent). ● A plan signed off by your director ● Plan published on its website (this can be a shorter, summary plan). <p>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features</p> <p>Note: if you are required to submit an action plan under question 6.4(c), this action plan must also set out steps to address your payment within agreed terms, in order to achieve a pass for question 6.4 (c).</p>
<p>8.7</p> <p>(a)</p> <p>(b)</p>	<p>Climate Impact/Carbon Reduction – For Information The Council has declared a climate emergency and is committed to achieving 'net-zero' carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council's total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve 'net-zero'.</p> <p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p> <p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p>

	<p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p> <p>(c) Is your organisation certified or accredited under any recognised framework (e.g. Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was “No” please say whether you plan to achieve certification / accreditation under a recognised framework in future</p> <p>(d) If you use sub-contractors, do you have processes in place to check whether any of the above apply to these other organisations?</p>	
8.8	<p>Tackling Modern Slavery in Supply Chains</p> <p>https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains</p> <p>Where the supplier is a commercial organisation subject to Section 54 of the Modern Slavery Act 2015, (with a turnover of £36 million).</p> <p>Please confirm that you have:</p> <ul style="list-style-type: none"> ● complied with the requirements contained within Section 54 of the Modern Slavery Act 2015 and associated guidance including information relating to: <ul style="list-style-type: none"> a. the organisation’s structure, its business and its supply chains; b. its policies in relation to slavery and human trafficking; c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains; d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk; e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate; f. the training and capacity building about slavery and human trafficking available to its staff; or ● where the bidder is a non-UK supplier, the bidder must have provided a link to an equivalent statement or document which demonstrates information relating to a-f above. 	

	<p>Alternatively, if neither of the above are met, but the bidder provides a satisfactory explanation and assurances that either requirement will be met before contract award, this will be sufficient to pass the selection criterion but will be verified prior to contract award.</p>
<p>8.9</p>	<p>Safeguarding of adults and children</p> <p>Why do we need to know this? The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance: “Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)” http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p>Telford and Wrekin Safeguarding Partnership (telfordsafeguardingpartnership.org.uk)</p> <p>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</p> <p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>
<p>(a)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p>	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p> <p>Please confirm that you regularly DBS check staff, with enhanced checks (NOTE: this only applies to ‘front-line’ staff) – please DO NOT send any evidence of this</p> <p>Please confirm that your organisation has safeguarding policies & procedures and confirm that you will attach a policy within your submission</p>
<p>(e)</p>	<p>As a contractor providing a public service on behalf of Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures</p>

as prescribed by <https://www.shropshire.gov.uk/the-send-local-offer/social-care/childrens-social-care/safeguarding/>
and
Shropshire Council's approach to adult protection
<https://www.shropshire.gov.uk/shropshire-choices/i-need-help/keeping-adults-safe/a-guide-to-adult-safeguarding-in-shropshire/>

I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.

8.10

Data Security Questionnaire

Please fully complete Appendix H – Data Security Questionnaire.

To pass this section, bidders must meet the Council's expectations which are detailed below as various requirements.

Organisations are required to demonstrate that they have the relevant knowledge, ability, understanding, experience, skills, and resource/quality measures needed to meet the Council's requirements and may be asked to provide evidence to support their responses.

As part of the selection process, bidders must demonstrate compliance with the 5 security screening criteria listed in **Appendix H** by responding fully in writing to every requirement and question in this section.

To pass this section, bidders must meet each and every requirement set out in this ICT security questionnaire. Validation of the answers provided by the bidder may be requested during the evaluation process, however, bidders will not be permitted to re-submit or change any of the responses originally provided to the 5 questions. Any erroneous information could limit the bidder's ability to be awarded a contract.

Bidders are expected to maintain an awareness of the latest laws and regulations, i.e., Data Protection Act 2018, applicable to the storing and protecting of data (i.e., GDPR) in a public sector environment and you will be expected to ensure that your organisation is up to date in this area for the full term of any contract that may be awarded.

Documentation

The bidder may be asked to provide security whitepapers, technical documents or copies of policies as necessary to fully demonstrate compliance with each requirement. Failure to provide any necessary supporting evidence or information to show how you intend to meet the requirements in this section could lead to you failing this section and your full submission being excluded from this process.

Please note that if you plan to sub-contract or partner with another organisation to deliver any part of your data security requirements then it may be necessary for sub-contract or partner organisation(s) to also complete the ICT security questions below.

For further guidance on this area please refer to: <https://www.ncsc.gov.uk/> especially the advice & guidance section, where various small business guides are available.

Contact details and Declaration

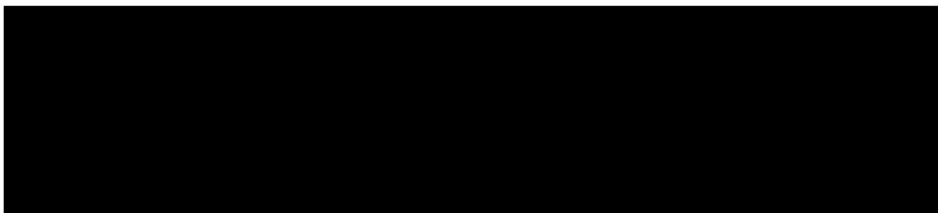
I declare that to the best of my knowledge the answers submitted and information contained in part B of this document are correct and accurate, including parts 1, 2 and 3.

I declare that, upon request and without delay, I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.



Contact details of those making the declaration	
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Contact name	
Name of organisation	
Role in organisation	
Phone number	
E-mail address	
Postal address	

