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| **INFORMATION TO SUPPLIERS** |

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**INFORMATION TO SUPPLIERS**

**IMPORTANT NOTICE**

* 1. This Invitation to Tender (“ITT”) is issued to organisations who have expressed an interest to tender (“Suppliers”) to The Borough Council of Gateshead (the “Council”) to provide the ‘Invitation to apply for Gateshead Council Mobile Concession opportunities’ (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.
  2. The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

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

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

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

1.7 Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Suppliers.

1.8 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

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

1.10 Under the Contract the Council will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1.11 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated. The Council will not accept late tenders. Please ensure you allow sufficient time to upload your Tender submission and all documents relevant to your submission.

1.12 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any sequent statute, order, regulation or instrument or as contained in any subsequent re-enactment

**TENDER SUBMISSION REQUIREMENTS**

2.1 Tenders must be written in the English language. The Invitation to Tender can be made available in other languages or formats that are appropriate for the Suppliers upon request.

2.2 Suppliers must clearly reference and label all documentation submitted as part of their Tender. Failure to do so may result in aspects of your Tender not being fully evaluated.

2.3 If a Tender has been submitted and you wish to make an amendment prior to the closing time and date, you are permitted to make amendments and re-submit an updated version.

2.4 The Council will only evaluate one Tender from each Supplier. If a Supplier submits more than one Tender, the Council will evaluate the one with the latest time of submission and the other(s) will be disregarded.

2.5 The Tender should remain valid for a minimum period of 90 days.

2.6 The Tender must not be qualified in any way.

2.7 Any signatures (typed or scanned) must be made by a person who is authorised to commit the Supplier to the Contract.

2.8 The Council reserves the right to reject any Tender which is not submitted in accordance with the instructions given.

2.9 If Suppliers believe that they are unable to submit a Tender through the electronic system or if Suppliers need help or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than four calendar days before the submission date for the Tender. This is to allow for any technical queries to be investigated and resolved.

**SUB-CONTRACTING ARRANGEMENTS**

3.1 Any changes to subcontracting arrangements must be notified to the Council.

**EQUALITY AND DIVERSITY**

4.1 The Council is Committed to:

Providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Supplier will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.

4.2 Expectation of the Supplier:

Suppliers should note that the successful Suppliers will be asked to contract with the Council to ensure that they adhere to these obligations. The Council will, if appropriate, monitor the successful Supplier’s compliance throughout the Contract Period.

4.3 Compliance with Equality Legislation:

The Council requires service providers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than 5 employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. During the Contract Period the Council may work with contractors, who at present do not fully comply, to help them put in place policies and practices to do so.

LEVEL 1 (LESS THAN 5 EMPLOYEES)

Organisations with fewer than 5 directly employed persons will be expected to meet the appropriate level of compliance for the delivery of the Contract. Should recruitment increase the size of the organisation to 5 or more employees the organisation will be expected to meet the appropriate level of compliance.

LEVEL 2 (5 TO 49 EMPLOYEES)

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

1. All organisations must have an equality policy in respect of race, gender, disability, age, sexual orientation and religion/belief that covers at least:

a. recruitment, selection, training, promotion, discipline, grievance and dismissal.

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

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

d. how you communicate the policy to your employees.

2. Effective implementation of the policy in the organisation’s recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.

3. The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.

4. To monitor the gender, disability and ethnicity of job applicants. We would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

LEVEL 3 (50 OR MORE EMPLOYEES)

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the additional criteria 5-10 listed below:

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

6. Provide equality training for managers and any employees responsible for recruitment and selection.

7. In addition to criterion 4 (Level 2) carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:

(a) in post

(b) applying for posts

(c) taking up training and development opportunities

(d) promoted

(e) transferred

(f) disciplined and dismissed

(g) a grievance is raised

(h) leaving employment

The Council would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.

9. In respect of 7 and 8 above, annual monitoring and reporting is required regarding equality issues within the workforce.

10. Organisation’s recruitment advertisements and publicity literature should state that equal opportunities practices are in place

**FREEDOM OF INFORMATION ACT & ENVIRONMENTAL INFORMATION STATEMENT**

5.1 The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”) and as part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

5.2 If Suppliers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

5.3 The Council will endeavour to consult with Suppliers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

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

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

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

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