

## UK-Shrewsbury: Vocational training services.

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### Section I: Contracting Authority

#### I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Contact: Procurement

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

#### I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

#### I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Vocational-training-services./6T9XUJGYCR>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/6T9XUJGYCR> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/6T9XUJGYCR>

#### I.4) Type of the contracting authority

Regional or local authority

#### I.5) Main activity

General public services

### Section II: Object

#### II.1) Scope of the procurement

II.1.1) Title: RMCV 021 - A Framework for the Provision of Apprenticeship Training in line with SFA/IFA funding from May 2017 utilising Levy Funding

Reference Number: RMCV 021

#### II.1.2) Main CPV Code:

80530000 - Vocational training services.

#### II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is looking to create a framework of providers to deliver apprenticeship training from April 2017. This is in response to the government's reform of apprenticeships and the introduction of the Apprenticeship Levy which will come into effect on 1 April 2017. The council is looking to maximise the use of the Levy pot available across all its service areas whilst also supporting our partners to make use of their own levy pots by accessing our framework of providers.

#### II.1.5) Estimated total value:

Value excluding VAT: 3,000,000

Currency: GBP

#### II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: 24

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Not provided

#### II.2) Description

##### II.2) Description Lot No. 1

##### II.2.1) Title: Administration

Lot No: 1

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is looking to create a framework of providers to deliver apprenticeship training from April 2017. This is in response to the government's reform of apprenticeships and the introduction of the Apprenticeship Levy which will come into effect on 1 April 2017. The council is looking to maximise the use of the Levy pot available across all its service areas whilst also supporting our partners to make use of their own levy pots by accessing our framework of providers.

The framework will be made up of providers who are able to deliver apprenticeships for one or a variety of the following lot categories:-

- 1.Administration
- 2.Adult Social Care
- 3.Agriculture, Horticulture, Animal Care and Groundsmanship
- 4.Arts, Events and Production
- 5.Cleaning, Estates and Facilities
- 6.Coaching, Leadership, Management and Projects
- 7.Compliance and Legal
- 8.Construction, Planning and the Built Environment
- 9.Customer Services
- 10.Driving and Vehicle Maintenance
- 11.Finance
- 12.Food and Drink (hospitality)
- 13.Health and equality
- 14.Health and Safety
- 15.Housing
- 16.HR
- 17.IT, Media, Communications and Marketing
- 18.Leisure
- 19.Manufacturing and Warehousing
- 20.Public and Emergency Services
- 21.Retail and Enterprise
- 22.Security
- 23.Teaching and Learning
- 24.Youth, Children and early years

Each of the above categories will have multiple sub categories as set out in the Tender documentation. Providers should be able to provide at least several of these sub categories in relation to the lot or lots which they are applying for.

It is a mandatory requirement for applicants that they are successful in being included onto the Register of Apprenticeship Training Providers (RoATP).

There will be a maximum of 5 providers in each category. The top five scoring providers for each category will be successful. If there are not five providers who tender for a category the framework positions will be awarded to those who have bid if they meet all pass/fail requirements.

Organisations who are successful in being accepted onto the framework will then be invited to bid for apprenticeship training when the need is identified and a further stage of competition between providers in the appropriate categories will take place and a separate call off contract will be entered into. This will be governed by the terms and conditions included in the tender documentation. If there is only one provider in a category there will still be a requirement for that organisation to bid for call off contracts. Further competition bids should be in line with the tenders submitted in applying for this framework, particularly regarding value for money. Further competition Bids will be considered based upon price as well as value for money, availability, delivery methods, location of delivery, flexibility and convenience and the support of learners' specific needs or requirements.

This framework will be available for use by any other local authority, public sector body, education provider (i.e. schools, academies, multi academy trusts, FE and HE) in England.

Shropshire Council also intend to set up an Apprenticeship Matching Service to its partners and other public sector/education organisations. This will enable the council to provide advice and guidance on matching providers on our framework with apprenticeship needs and the council will charge an administrative fee for doing so.

Shropshire Council reserves the right to remove any provider from the framework if the provider fails to provide value for money or quality delivery, or is removed from the Register of Apprenticeship Training Providers (RoATP).

We are looking to contract with providers on the framework for an initial period of one year with the option for extension of further 12 month periods up to a total maximum period of 4 years commencing on 1st April 2017.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: We are unable to estimate the value of individual lots.

II.2) Description Lot No. 2

II.2.1) Title: Adult Social Care

Lot No: 2

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 3

II.2.1) Title: Agriculture, Horticulture, Animal Care and Groundsmanship

Lot No: 3

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 4

II.2.1) Title: Arts, Events and Production

Lot No: 4

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 5

II.2.1) Title: Cleaning, Estates and Facilities

Lot No: 5

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 6

II.2.1) Title: Coaching, Leadership, Management and Projects

Lot No: 6

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:  
No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 7

II.2.1) Title: Compliance and Legal

Lot No: 7

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 8

II.2.1) Title: Construction, Planning and the Built Environment

Lot No: 8

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 9

II.2.1) Title: Customer Services

Lot No: 9

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 10

II.2.1) Title: Driving and Vehicle Maintenance

Lot No: 10

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided



II.2.14) Additional information: Not provided  
II.2) Description Lot No. 11

II.2.1) Title: Finance  
Lot No: 11

II.2.2) Additional CPV codes:  
80530000 - Vocational training services.

II.2.3) Place of performance:  
UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:  
Value excluding VAT: 3,000,000  
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:  
Start: 01/04/2017 / End: 01/04/2021  
This contract is subject to renewal: Yes  
Description of renewals: 2 years

II.2.10) Information about variants:  
Variants will be accepted: No

II.2.11) Information about options:  
Options: No  
Description of options: Not provided

II.2.12) Information about electronic catalogues:  
Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:  
The procurement is related to a project and/or programme financed by European Union funds:  
No

Identification of the project: Not provided  
II.2.14) Additional information: Not provided

II.2) Description Lot No. 12

II.2.1) Title: Food and Drink (Hospitality)  
Lot No: 12

II.2.2) Additional CPV codes:  
80530000 - Vocational training services.

II.2.3) Place of performance:  
UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:  
Value excluding VAT: 3,000,000  
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:  
Start: 01/04/2017 / End: 01/04/2021  
This contract is subject to renewal: Yes  
Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 13

II.2.1) Title: Health and Equality

Lot No: 13

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 14

II.2.1) Title: Health and Safety

Lot No: 14

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 15

II.2.1) Title: Housing

Lot No: 15

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided  
II.2) Description Lot No. 16

II.2.1) Title: H.R.

Lot No: 16

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:  
No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 17

II.2.1) Title: IT, Media, Communications and Marketing

Lot No: 17

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 18

II.2.1) Title: Leisure

Lot No: 18

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 19

II.2.1) Title: Manufacturing and Warehousing

Lot No: 19

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 20

II.2.1) Title: Public and Emergency Services

Lot No: 20

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided  
II.2) Description Lot No. 21

II.2.1) Title: Retail and Enterprise  
Lot No: 21

II.2.2) Additional CPV codes:  
80530000 - Vocational training services.

II.2.3) Place of performance:  
UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:  
Value excluding VAT: 3,000,000  
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:  
Start: 01/04/2017 / End: 01/04/2021  
This contract is subject to renewal: Yes  
Description of renewals: 2 years

II.2.10) Information about variants:  
Variants will be accepted: No

II.2.11) Information about options:  
Options: No  
Description of options: Not provided

II.2.12) Information about electronic catalogues:  
Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:  
The procurement is related to a project and/or programme financed by European Union funds:  
No

Identification of the project: Not provided

II.2.14) Additional information: Not provided  
II.2) Description Lot No. 22

II.2.1) Title: Security  
Lot No: 22

II.2.2) Additional CPV codes:  
80530000 - Vocational training services.

II.2.3) Place of performance:  
UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4  
We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:  
Value excluding VAT: 3,000,000  
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:  
Start: 01/04/2017 / End: 01/04/2021  
This contract is subject to renewal: Yes  
Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 23

II.2.1) Title: Teaching and Learning

Lot No: 23

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4

We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 24

II.2.1) Title: Youth, Children and Early Years

Lot No: 24

II.2.2) Additional CPV codes:

80530000 - Vocational training services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Please see description at Description Lot No. 1 II.2.4



We are unable to estimate the value of individual lots.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2017 / End: 01/04/2021

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

### Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation

III.2.2) Contract performance conditions

See tender documentation

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

## Section IV: Procedure

### IV.1) Description OPEN

#### IV.1.1) Type of procedure: Open

#### IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement:

Not Provided

In the case of framework agreements justification for any duration exceeding 4 years: Not

Provided

#### IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

#### IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

### IV.2) Administrative information

#### IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

#### IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 06/02/2017

#### IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

#### IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

#### IV.2.7) Conditions for opening of tenders:

Date: 06/02/2017

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

## Section VI: Complementary Information

### VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 4 years

### VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

This framework will be available for use by any other local authority, public sector body, education provider (i.e. schools, academies, multi academy trusts, FE and HE) in England. Shropshire Council also intend to set up an Apprenticeship Matching Service to its partners and other public sector/education organisations. This will enable the council to provide advice and guidance on matching providers on our framework with apprenticeship needs and the council will charge an administrative fee for doing so.

Please note this is a notice for services listed in schedule 3 of The Public Contract regulations 2015 Part 2 Section 7 (74) being Educational Services.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Vocational-training-services./6T9XUJGYCR>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/6T9XUJGYCR>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 743252992

VI.5) Date Of Dispatch Of This Notice: 05/01/2017

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22



5th January 2017

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Bidder

**RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

**SHROPSHIRE COUNCIL**

You have been invited to tender for on or more of the above Lots in connection with the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Tender Response Document (for completion)
3. Annex A (for completion)
4. Framework Agreement
5. Call off agreement

Tenders should be made on the enclosed Tender Response Document and Annex A. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

**Returning of Tenders**

- The deadline for returning tenders is **noon on Monday 6 February 2017** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email

- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, 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.

### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 30th January 2017.

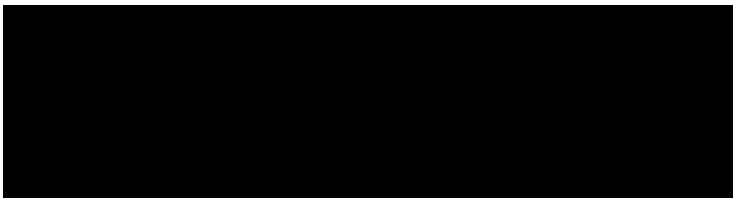
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact me through email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk).

Yours faithfully



Procurement & Contracts  
Enc

**DATED**

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**FRAMEWORK AGREEMENT FOR THE PROVISION OF APPRENTICESHIP TRAINING SERVICES**

**CONTRACT REFERENCE NUMBER: RMCV 021**

**between**

**SHROPSHIRE COUNCIL**

**and**

**[SUPPLIER]**

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**THIS AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) SHROPSHIRE COUNCIL whose principal place of business is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (**Authority**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**).

## **BACKGROUND**

- (A) The Authority placed a contract notice [REFERENCE] on [DATE] in the Official Journal of the European Union seeking expressions of interest from potential service providers for the provision of Services (divided into Lots) to itself and the Other Contracting Bodies identified in the contract notice under a framework agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential service providers (including the Supplier) on [DATE] to tender for the provision of Apprenticeship Training services.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide services to those Customers who place Orders for Lots in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (E) It is the Parties' intention that Customers have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

**Approval:** means the prior written approval of the Authority.

**Audit:** means an audit carried out pursuant to clause 10.

**Auditor:** means the National Audit Office or an auditor appointed by the Authority as the context requires.

**Authorised Representative:** means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 28.

**Award Criteria:** means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

**Call-off Terms and Conditions:** means the terms and conditions in Schedule 4.

**Change of Control:** means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

**Commencement Date:** means 1<sup>st</sup> April 2017.

**Competed Services:** means the competed services set out in Part 1 of Schedule 1.

**Competed Services Award Criteria:** means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Services as set out in preliminary form in Schedule 2 and the Order Form.

**Complaint:** means any formal complaint raised by any Customer in relation to the performance under the Framework Agreement or any Contract in accordance with clause 18.

**Confidential Information:** means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

**Contract:** means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.2).

**Customer:** means the Authority and any other contracting authority (as defined in regulation 2 of the Regulations) described in the OJEU Notice.

**Default:** means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

**Data Protection Legislation:** means the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice)

(Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Environmental Information Regulations:** mean the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Framework Agreement:** means this agreement and all Schedules to this agreement.

**Framework Agreement Variation Procedure:** means the procedure set out in Schedule 6.

**Framework Providers:** means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

**Framework Year:** means a period of 12 months, commencing on the Commencement Date.

**Guidance:** means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

**Information:** has the meaning given under section 84 of the FOIA.

**Intellectual Property Rights:** means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

**Law:** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

**Lots:** means the Services divided into lots as referred to in the OJEU Notice and set out in *Part 2*.

**Management Information:** means the management information specified in Schedule 5.

**Month:** means a calendar month.

**OJEU Notice:** means the contract notice [REFERENCE AND DATE] published in the Official Journal of the European Union.

**Order:** means an order for Services sent by any Customer to the Supplier in accordance with the award procedures in *clause 4*.

**Order Form:** means a document setting out details of an Order in the form set out in Schedule 3 or as otherwise agreed in accordance with clause 4.6.

**Other Contracting Bodies:** means all Customers except the Authority.

**Parent Company:** means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. **Holding Company** shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

**Party:** means the Authority and/or the Supplier.

**PQQ Response:** means the response to the pre-qualification questionnaire submitted by the Supplier to the Authority on [DATE].

**Prohibited Act:** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

**Regulations:** means the Public Contracts Regulations 2015 (SI 2015/102).

**Regulatory Bodies:** means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

**Requests for Information:** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

**Services:** means the apprenticeship training services detailed in Schedule 1.

**Staff:** means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

**Subcontract:** any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

**Subcontractor:** the contractors or service providers that enter into a Subcontract with the Supplier.

**Supplemental Tender:** means the documents submitted to a Customer in response to the Customer's invitation to Framework Providers for formal offers to supply it with Competed Services.

**Supplier's Lots:** means the lots to which the Supplier has been appointed under this Framework Agreement as set out in Schedule 1

**Tender:** means the tender submitted by the Supplier to the Authority on [DATE].

**Term:** means the period commencing on the Commencement Date and ending on 31<sup>st</sup> March 2018 unless extended in accordance with clause 2.2 or on earlier termination of this Framework Agreement.

**Termination Date:** means the date of expiry or termination of this Framework Agreement.

**Working Days:** means any day other than a Saturday, Sunday or public holiday in England and Wales.

**Year:** means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

## **PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE**

### **2. TERM OF FRAMEWORK AGREEMENT**

- 2.1 The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.
- 2.2 The Parties may agree to extend the Term by a period or periods not exceeding a total of 36 months and the Agreement shall terminate upon the expiry of the last of any such extension period.

### **3. SCOPE OF FRAMEWORK AGREEMENT**

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to Customers.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from Customers during the Term.
- 3.3 Customers may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Regulations and the ordering procedure in *clause 4.1*. If there is a conflict between *clause 4* and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any Services under this Framework Agreement are required each and every Customer shall:
- (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
  - (b) comply with the ordering procedure in *clause 4*.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Services and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.6 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

### **4. AWARD PROCEDURES**

#### **Awards under the Framework Agreement**

- 4.1 If a Customer decides to source Services through the Framework Agreement then it may satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.2.

4.2 Any Customer ordering Competed Services under the Framework Agreement shall:

- (a) identify the relevant Lot(s) that its Competed Services requirements fall into;
- (b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
- (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- (d) determine the Competed Services Award Criteria;
- (e) invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:
  - (i) consult in writing the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit a Supplemental Tender;
  - (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
  - (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
- (f) apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
- (g) subject to *clause 4.4* place an Order with the successful Framework Provider.

4.3 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this clause 4).

4.4 Notwithstanding the fact that the Customer has followed the procedure set out above for Competed Services, the Customer may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige any Customer to place any Order for Services.

#### **Responsibility for awards**



- 4.5 The Supplier acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- (a) the conduct of Other Contracting Bodies in relation to the Framework Agreement; or
  - (b) the performance or non-performance of any Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

#### **Form of Order**

- 4.6 Subject to clause 4.1 to clause 4.5 above, each Customer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 3 or such similar or analogous form agreed with the Supplier including systems of ordering involving fax, e-mail or other online solutions.

#### **Accepting and declining Orders**

- 4.7 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Customer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed [three **OR** [NUMBER]] Working Days) acknowledge receipt of the Order and either:
- (a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or
  - (b) notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.
- 4.8 If the Supplier:
- (a) notifies the Customer that it is unable to fulfil an Order; or
  - (b) the time limit referred to in clause 4.7 has expired;
- then the Order shall lapse.
- 4.9 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:
- (a) reissue the Order incorporating the modifications or conditions; or
  - (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.8 shall apply.

- 4.10 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

## **5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS**

- 5.1 The Supplier shall perform all Contracts entered into with a Customer in accordance with:
- (a) the requirements of this Framework Agreement; and
  - (b) the terms and conditions of the respective Contracts.
- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Contract;
  - (b) the Order Form except Appendices B (Supplier's Tender) and C (Supplemental Tender) to the Order Form;
  - (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix B (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender);
  - (d) any other document referred to in the clauses of the Contract; and
  - (e) Schedule 1, part 2 of the Framework Agreement and Appendix B to the Order Form (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender).

## **6. PRICES FOR SERVICES**

- 6.1 The prices offered by the Supplier for Contracts to Customers for Competed Services shall be as set out in the in the relevant funding bands set by the Skills Funding Agency (SFA) (as amended from time to time) together with any additional costs or other matters identified in the Value for Money Schedule of the Tender or the Supplemental Tender and tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

## **SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS**

## **7. WARRANTIES AND REPRESENTATIONS**

The Supplier warrants and represents to the Authority and to each of the Other Contracting Bodies that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Tender and the PQQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority or Other Contracting Bodies;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

## **8. SERVICE PRE-REQUISITES**

- 8.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract, which shall include as a minimum membership of the Register of Apprenticeship Training Providers (RoATP).

- 8.2 In the event that the Supplier ceases to be a member of the Register of Apprenticeship Training Providers the Authority reserves the right to terminate this Framework Agreement with immediate effect by giving notice in writing to the Supplier

## **SUPPLIER'S INFORMATION OBLIGATIONS**

### **9. REPORTING AND MEETINGS**

- 9.1 The Supplier shall submit Management Information to the Authority in the form set out in Schedule 5 throughout the Term [on the last day of every Month and thereafter in respect of any Contract entered into with any Customer].
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 5 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

### **10. RECORDS AND AUDIT ACCESS**

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with Customers and the amounts paid by each Customer.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six

years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.

- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
  - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
  - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Material Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

## **11. CONFIDENTIALITY**

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 11.2 Clause 11.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, provided that clause 13 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
  - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
  - (c) that is reasonably required by Other Contracting Bodies;
  - (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;

- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 19;
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

## **12. DATA PROTECTION**

- 12.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.
- 12.2 Notwithstanding the general obligation in clause 12.1, where the Supplier is processing Personal Data as a Data Processor for the Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- (a) provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
  - (b) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to clause 12.2; and
  - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.

## **13. FREEDOM OF INFORMATION**

- 13.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

13.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

13.3 The Authority shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Framework Agreement or otherwise relating to any other party

#### **14. PUBLICITY**

14.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

14.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.

- 14.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

## **FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION**

### **15. TERMINATION**

#### **Termination on Default**

- 15.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
- (a) where the Supplier commits a material breach and:
    - (i) the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
    - (ii) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
  - (b) where any Customer terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
  - (c) any warranty given by the other party in clause 7 of this agreement is found to be untrue or misleading;
  - (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

#### **Termination on insolvency and Change of Control**

- 15.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
  - (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a



proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within [14] days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(a) to clause 15.2(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

#### **Termination by Authority for convenience**

- 15.4 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Supplier.

#### **16. SUSPENSION OF SUPPLIER'S APPOINTMENT**

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 15 above, if a right to terminate this Framework Agreement arises in accordance with clause 15, the Authority may suspend the Supplier's right to receive Orders from Customers in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 16, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

#### **17. CONSEQUENCES OF TERMINATION AND EXPIRY**

- 17.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 17.
- 17.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 17.3 Within 20 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its

obligations under the Framework Agreement, or such period as is necessary for such compliance.

- 17.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 17.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 13, clause 14, clause 17, clause 20, and clause 29 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

## **18. COMPLAINTS HANDLING AND RESOLUTION**

- 18.1 The Supplier shall notify the Authority of any Complaint made by Other Contracting Bodies within two Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint
- 18.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

## **19. DISPUTE RESOLUTION**

- 19.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;
  - (b) if the [EMPLOYEE TITLE] of The Authority and [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and

- (c) if the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [NUMBER] days after the date of the ADR notice.

19.2 No party may commence any] proceedings under clause clause 29 in relation to the whole or part of the Dispute until [NUMBER] days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay]

19.3 If the Dispute is not resolved within [NUMBER] days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of [NUMBER] days, or the mediation terminates before the expiration of the said period of [NUMBER] days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29 in this Agreement.

## **GENERAL PROVISIONS**

### **20. PREVENTION OF BRIBERY**

20.1 The Supplier:

- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Framework Agreement.

20.2 The Supplier shall:

- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency

in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

- (b) within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 20 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

20.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

20.4 If any breach of clause 20.1 is suspected or known, the Supplier must notify the Customer immediately.

20.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of clause 20, the Supplier must respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant documents. This obligation shall continue for 2 years following the expiry or termination of this Framework Agreement.

20.6 The Customer may terminate this Framework Agreement by written notice with immediate effect, and recover from the Supplier the amount of any loss directly resulting from the cancellation if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 20.1. At the Council's absolute discretion, In determining whether to exercise the right of termination under this clause 20.6, the Customer shall give all due consideration, where appropriate, to action other than termination of this Framework Agreement unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

- (a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be); or
- (b) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.

20.7 Any notice of termination under clause 20.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
- (c) the date on which this Framework Agreement will terminate.

20.8 Despite clause 19, any dispute relating to:

- (a) the interpretation of this clause 20; or
  - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Customer and its decision shall be final and conclusive.

20.9 Any termination under this clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

## **21. SUBCONTRACTING AND ASSIGNMENT**

21.1 Subject to clause 21.2 and clause 21.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority.

21.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

21.3 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

## **22. VARIATIONS TO FRAMEWORK AGREEMENT**

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 6.

## **23. THIRD PARTY RIGHTS**

- 23.1 Except as provided in clause 3, clause 4 and clause 7, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

## **24. SEVERANCE**

- 24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 24.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **25. RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **26. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **27. ENTIRE AGREEMENT**

27.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it [AND REFER TO ANY OTHER NECESSARY DOCUMENTS OR REPRESENTATIONS] contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 27 shall operate to exclude any liability for fraud.

27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

## **28. NOTICES**

28.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

28.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service). Such letters shall be addressed to the other Party in the manner referred to in clause 28.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or sooner where the other Party acknowledges receipt of such letters.

28.3 For the purposes of clause 28.2, the address of each Party shall be:

(a) For the Authority:

[NAME OF AUTHORITY'S REPRESENTATIVE]

Address:

For the attention of:

Tel:



Fax:

E-mail:

(b) For the Supplier:

[NAME OF SERVICE PROVIDER'S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

Fax:

E-mail:

28.4 Either Party may change its address for service by serving a notice in accordance with this clause.

## **29. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')**

29.1 The Supplier will ensure that their employees and agents are made aware of the Authority's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Authority with evidence of doing so upon request

## **30. EQUALITIES**

30.1 The Supplier and any Sub-Contractor employed by the Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of the Services under this Agreement, or in its employment practices.

30.2 Without prejudice to the generality of the foregoing, the Supplier and any Sub-Contractor employed by the Supplier shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

30.3 In addition, the Supplier and any Sub-Contractor employed by the Supplier in providing services under this Framework Agreement will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote

equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

- 30.4 The Supplier and any Sub-Contractor employed by the Supplier will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 30.5 In the event of any finding of unlawful discrimination being made against the Supplier or any Sub-Contractor employed by the Supplier during the Term, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Supplier shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 30.6 The Supplier and any Sub-Contractor employed by the Supplier will provide a copy of its policies to the Authority at any time upon request. In addition, the Authority may reasonably request other information from time to time for the purpose of assessing the Supplier's compliance with the above conditions.

## **31. HUMAN RIGHTS**

- 31.1 The Supplier shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

## **32. AGREEMENT STATUS AND TRANSPARENCY**

- 32.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Tender or Supplemental Tender is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Framework Agreement or the Tender or Supplemental Tender is exempt from disclosure in accordance with the provisions of the FOIA.
- 32.2 Notwithstanding any other term of this Framework Agreement, the Supplier hereby gives his consent for the Authority to publish this Framework Agreement and the Tender or Supplemental Tender in its entirety, including from time to time agreed changes to the Framework Agreement, to the general public.

32.3 The Authority may consult with the Supplier to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.

32.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement the Tender and the Supplemental Tender

### **33. GOVERNING LAW AND JURISDICTION**

33.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

33.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME] .....  
for and on behalf of SHROPSHIRE COUNCIL

Signed by [NAME] .....  
for and on behalf of SHROPSHIRE COUNCIL

Signed by [NAME OF DIRECTOR] .....  
for and on behalf of [NAME OF SUPPLIER] Director

## Schedule 1 Services and Lots

### Part 1. Services

[SPECIFICATIONS FOR ALL COMPETED SERVICES]

[DRAFT OVERVIEW OF SERVICES]

The Supplier will be able to deliver apprenticeship training in the relevant Lots from April 2017 as part of the Government's reform of apprenticeships and the introduction of the Apprenticeship Levy which will come into effect on 1 April 2017. The Authority is looking to maximise the use of the Levy pot available across all its service areas whilst also supporting our partners to make use of their own levy pots by accessing this framework of providers.

The Authority may remove any Supplier from the framework if the Supplier fails to provide value for money or quality delivery, or is removed from the Register of Apprenticeship Training Providers (RoATP).

This Framework will be available for use by any other local authority, public sector body, education provider (i.e. schools, academies, multi academy trusts, FE and HE) in England who will each enter into their own Call-Off Contracts with the Provider.]

### DESCRIPTION OF LOTS

#### Categories (Lots)

Administration	Health and equality
Adult Social Care	Health and Safety
Agriculture, Horticulture, Animal Care and Groundsmanship	Housing
Arts, Events and Production	HR
Cleaning, Estates and Facilities	IT, Media, Communications and Marketing
Coaching, Leadership, Management and Projects	Leisure
Compliance and Legal	Manufacturing and Warehousing
Construction, Planning and the Built Environment	Public and Emergency Services
Customer Services	Retail and Enterprise
Driving and Vehicle Maintenance	Security
Finance	Teaching and Learning
Food and Drink (hospitality)	Youth, Children and early years

Each of the above categories will have multiple sub categories as set out in the Tender documentation.

## **Part 2. Supplier's Lots**

**Appendix 1: [The Supplier Lot(s)]**

**Appendix 2: [The Supplier's Tender]**

## Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS
[Lot 1]	[NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER]
[Lot 2]	[NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER]
[Lot 3]	[NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER]
[Lot 4]	[NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER] [NAME OF SERVICE PROVIDER]

### Part 1. Competed Services Award Criteria

[Customers will determine the specific award criteria as part of the mini-competition process for Competed Services. Bids will be considered based upon price as well as value for money, availability, delivery methods, location of delivery, flexibility and convenience and the support of learners' specific needs or requirements. ]

Criterion number	Criterion	Percentage weightings (or rank order of importance where applicable)
1	[As set out in ITT]	To be set by customer conducting mini-competition
2	[As set out in ITT]	To be set by customer

		conducting mini-competition
3	[As set out in ITT]	To be set by customer conducting mini-competition
4	[As set out in ITT]	To be set by customer conducting mini-competition
5	[As set out in ITT]	To be set by customer conducting mini-competition
6	[Additional criterion]	To be set by customer conducting mini-competition

### Schedule 3 Order Form

#### ORDER FORM

#### Framework Agreement

#### FROM

<b>Customer:</b>	
<b>Service address:</b>	
<b>Invoice address:</b>	
<b>Authorised Representative:</b>	Ref: Phone: E-mail:
<b>Order number:</b>	To be quoted on all correspondence relating to this Order:
<b>Order date:</b>	

#### TO

<b>Supplier:</b>	[SERVICE PROVIDER'S NAME]
<b>For the attention of:</b> <b>E-mail:</b> <b>Telephone number:</b>	
<b>Address:</b>	

<b>1. SERVICES REQUIREMENTS</b>
<b>(1.1) Services [and deliverables] required:</b>
<b>(1.2) Service Commencement Date:</b>
<b>(1.3) Contract Price comprising:</b> <b>(1.3.1) Apprenticeship Cost payable via the DAS</b> (such costs shall not exceed the amounts in the relevant funding bands set by the Skills Funding Agency (SFA) (as amended from time to time) :



<b>(1.3.2) Additional Costs payable by Customer and payment profile:</b>
<b>(1.4) Anticipated Completion date (including any extension period or periods) subject to diagnostic assessment:</b>

<b>2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS</b>
<b>(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:</b>
<b>(2.2) Variations to Call-off Terms and Conditions:</b>

<b>3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]</b>
<b>(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:</b>
<b>(3.2) Performance standards:</b>
<b>(3.3) Location(s) at which the Services are to be provided:</b>
<b>(3.4) Quality standards:</b>
<b>(3.5) Contract monitoring arrangements:</b>
<b>(3.6) Management Information and meetings</b>

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#### 4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Confidential Information:

(4.2) Duration that the information shall be deemed Confidential Information:

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Customer:

Name and title	
Signature	
Date	

**Appendix 1: Specification for the Services**

**Appendix 2: Supplier's Tender**

**Appendix 3: Supplemental Tender (for Competed Services)**

#### **Schedule 4 Call-off Terms and Conditions**

## **Schedule 5 Contract management**

### **1. MEETINGS**

- 1.1 Type – Face to face meetings with Supplier Account Manager.
- 1.2 Frequency – Minimum Quarterly
- 1.3 Agenda – Performance over previous quarter, Forecasting, Issues & Barriers to Progress, Development of Apprenticeships, Any Other Business

### **2. REPORTS**

- 2.1 Type – Written Report no later than one week preceding meeting.
- 2.2 Contents – Key Performance Indicators (to be defined)
- 2.3 Frequency – Quarterly, but ability to be supplied with on demand.
- 2.4 Circulation list – Director of Place & Enterprise, Apprenticeships Team (nominated Officer TBC).

## **Schedule 6 Framework Agreement Variation Procedure**

### **1. INTRODUCTION**

- 1.1 Schedule 6 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement or a change in the Law may affect this Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under Schedule 6 only where the variation does not amount to a material change in the Framework Agreement or the Services.
- 1.3 Any legislative changes shall be dealt with in accordance with paragraph 6.

### **2. PROCEDURE FOR PROPOSING A VARIATION**

- 2.1 Except where paragraph 4 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation
- 2.4 On receipt of the Notice of Variation, each Framework Provider has 30 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 10 days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

### **3. OBJECTIONS TO A VARIATION**

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

#### **4. VARIATIONS THAT ARE NOT PERMITTED**

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

#### **5. LEGISLATIVE CHANGE**

5.1 For the purposes of this paragraph 6, the following terms shall have the following meanings:

- (a) “Change in Law” means any change in Law or policy which impacts on the supply of the Services and performance of the Call-Off Contract which comes into force after the Commencement Date;
- (b) “General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Framework Provider) or which affects or relates to the supply of services to another customer of the Framework Provider which are the same or similar to the Services;
- (c) “Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect the supply of services to another customer of the Framework Provider which are the same or similar to the Services;;

5.2 The Framework Provider shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the prices in the Pricing Matrices as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date.

5.3 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 6.2), the Framework Provider shall notify the Authority of the likely effects of that change, including whether any change is required to the Services, the Pricing Matrices or this Framework Agreement.

- 5.4 As soon as practicable after any notification in accordance with clause 6.3, the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Framework Provider can mitigate the effect of the Specific Change of Law, including:
- (a) providing evidence that the Framework Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
  - (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Framework Provider before it occurred;
  - (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services;
  - (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the prices.
- 5.5 Any increase in the Pricing Matrices or relief from the Framework Provider's obligations agreed by the Parties pursuant to clause 6.4 shall be implemented by a written variation agreement signed by the Authority and the Framework Provider.

This document should be completed in line with the Tender Response Document and the selections indicated here will be taken into consideration when Section H is being marked.

N.B. Please respond in the appropriate column (J-N) for each line below

Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Administration	Administration	Business administrator		1									
Administration	Administration	Business and Administration	1										
Administration	Administration	Business and Administration		1									
Administration	Administration	Business and Professional Administration			1								
Adult Social Care	Adult Social Care	Adult Care Worker	1										
Adult Social Care	Adult Social Care	Care Leadership and Management				1							
Adult Social Care	Adult Social Care	Lead Adult Care Worker		1									
Adult Social Care	Adult Social Care	Lead practitioner in adult care			1								
Adult Social Care	Adult Social Care	Leader in adult care				1							
Adult Social Care	Health	Health and Social Care	1										
Adult Social Care	Health	Health and Social Care		1									
Agriculture, Horticulture, Animal Care and	Groundsmanship	Advanced Golf Greenkeeper		1									
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Agriculture	1										
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Agriculture		1									
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Agriculture			1								
Agriculture, Horticulture, Animal Care and	Animal Care	Animal Care	1										
Agriculture, Horticulture, Animal Care and	Animal Care	Animal Care		1									
Agriculture, Horticulture, Animal Care and	Animal Care	Animal care & welfare officer											
Agriculture, Horticulture, Animal Care and	Animal Care	Animal Care and Welfare Assistant											
Agriculture, Horticulture, Animal Care and	Animal Care	Animal Technology	1										



Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Arborist	1										
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Countryside Worker											
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Environmental Conservation	1	1									
Agriculture, Horticulture, Animal Care and	Animal Care	Farrier		1									
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Fencing	1										
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Forest operative	1										
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Game and Wildlife Management	1	1									
Agriculture, Horticulture, Animal Care and	Groundsmanship	Golf Course Manager				1							
Agriculture, Horticulture, Animal Care and	Groundsmanship	Golf Greenkeeper	1										
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Horticulture	1	1									
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Horticulture and landscape operative	1										
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Horticulture and landscape supervisor		1									
Agriculture, Horticulture, Animal Care and	Agriculture and Horticulture	Stock Person (Beef, Dairy, Pigs and Sheep)											
Agriculture, Horticulture, Animal Care and	Countryside Maintenance	Trees and Timber	1	1									
Arts, Events and Production	Production (creative)	Assistant Technical Director (visual effects)			1								
Arts, Events and Production	Arts	Community Arts	1	1									
Arts, Events and Production	Arts	Community Arts Co-Ordinator											
Arts, Events and Production	Events	Event assistant		1									
Arts, Events and Production	Events	Live event technician		1									
Arts, Events and Production	Events	Live Events and Promotion	1	1									
Arts, Events and Production	Events	Live Event Rigger		1									
Arts, Events and Production	Arts	Stone mason											

Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Arts, Events and Production	Production (creative)	Technical Theatre, Lighting, Sound and Stage	1										
Arts, Events and Production	Production (creative)	Technical Theatre, Lighting, Sound and Stage		1									
Cleaning, Estates and Facilities	Cleaning	Cleaning and Environmental Support Services	1	1									
Cleaning, Estates and Facilities	Cleaning	Cleaning and Support Services Operative											
Cleaning, Estates and Facilities	Estates	Estate agent / auctioneer											
Cleaning, Estates and Facilities	Facilities	Facilities Management	1	1	1								
Cleaning, Estates and Facilities	Facilities	Facilities management supervisor		1									
Cleaning, Estates and Facilities	Facilities	Senior / Head of Facilities Management											
Coaching, Leadership, Management and Projects	Projects	Associate Project Manager			1								
Coaching, Leadership, Management and Projects	Projects	Bid and proposal co-ordinator		1									
Coaching, Leadership, Management and Projects	Projects	Business Analyst											
Coaching, Leadership, Management and Projects	Team Leader / Manager	Chartered Manager Degree Apprenticeship					1						
Coaching, Leadership, Management and Projects	Coaching	Coaching	1										
Coaching, Leadership, Management and Projects	Team Leader / Manager	Junior Management Consultant			1								
Coaching, Leadership, Management and Projects	Team Leader / Manager	Management	1										
Coaching, Leadership, Management and Projects	Team Leader / Manager	Management		1									
Coaching, Leadership, Management and Projects	Team Leader / Manager	Management			1								
Coaching, Leadership, Management and Projects	Team Leader / Manager	Management				1							
Coaching, Leadership, Management and Projects	Team Leader / Manager	Operations/Departmental Manager				1							
Coaching, Leadership, Management and Projects	Projects	Project / Programme / Portfolio Manager (Degree)											
Coaching, Leadership, Management and Projects	Projects	Project Management			1								
Coaching, Leadership, Management and Projects	Team Leader / Manager	Team Leader/Supervisor		1									

Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Coaching, Leadership, Management and Projects	Team Leader / Manager	Volunteer Management		1									
Coaching, Leadership, Management and Projects	Coaching	Coaching		1									
Compliance and Legal	Legal	Chartered legal executive (degree)					1		DUPLICATE?				
Compliance and Legal	Legal	Chartered Legal Executive					1						
Compliance and Legal	Compliance	Compliance / risk officer		1									
Compliance and Legal	Legal	Courts, Tribunal and Prosecution Administration	1										
Compliance and Legal	Compliance	Criminal Investigation			1								
Compliance and Legal	Compliance	Information Security		1	1								
Compliance and Legal	Compliance	Insurance			1								
Compliance and Legal	Compliance	Insurance Practitioner		1									
Compliance and Legal	Compliance	Insurance Professional			1								
Compliance and Legal	Legal	Legal Advice	1	1									
Compliance and Legal	Legal	Legal Services (criminal prosecution)		1									
Compliance and Legal	Legal	Legal Services (all other strains)		1									
Compliance and Legal	Legal	Legal Services (commercial litigation)			1								
Compliance and Legal	Legal	Legal Services (debt recovery & insolvency)			1								
Compliance and Legal	Legal	Legal Services (Personal injury)			1								
Compliance and Legal	Legal	Paralegal		1									
Compliance and Legal	Compliance	Regulatory Compliance Officer											
Compliance and Legal	Compliance	Senior compliance / risk officer					1						
Compliance and Legal	Compliance	Senior compliance / risk specialist											
Compliance and Legal	Legal	Solicitor						1					

Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Construction, Planning and the Built Environment	Construction	Advanced carpentry and joinery		1									
Construction, Planning and the Built Environment	Construction	Asbestos Analyst / Surveyor											
Construction, Planning and the Built Environment	Construction	Asbestos Removal Operative											
Construction, Planning and the Built Environment	Construction	Asbestos Technician											
Construction, Planning and the Built Environment	Construction	Bricklaying											
Construction, Planning and the Built Environment	Energy	Building Energy Management Systems		1									
Construction, Planning and the Built Environment	Building Services	Building Services Design Engineer											
Construction, Planning and the Built Environment	Building Services	Building services engineering craftsperson		1									
Construction, Planning and the Built Environment	Building Services	Building services engineering design technician		1									
Construction, Planning and the Built Environment	Building Services	Building services engineering ductwork craftsperson		1									
Construction, Planning and the Built Environment	Building Services	Building services engineering ductwork installer	1										
Construction, Planning and the Built Environment	Building Services	Building services engineering installer	1										
Construction, Planning and the Built Environment	Building Services	Building services engineering service and maintenance engineer		1									
Construction, Planning and the Built Environment	Building Services	Building services engineering site management (degree)					1						
Construction, Planning and the Built Environment	Building Services	Building services engineering technician			1								
Construction, Planning and the Built Environment	Building Services	Building Services Engineering Technology and Project Management		1									
Construction, Planning and the Built Environment	Building Services	Building Services Engineering Ventilation Hygiene Technician											
Construction, Planning and the Built Environment	Construction	Carpentry and joinery	1										
Construction, Planning and the Built Environment	Planning	Chartered Surveyor					1						
Construction, Planning and the Built Environment	Civil	Civil Engineer											
Construction, Planning and the Built Environment	Civil	Civil engineering site management (degree)					1						
Construction, Planning and the Built Environment	Civil	Civil Engineering Technician											

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			L2	L3	L4	L5	L6	L7					
Construction, Planning and the Built Environment	Energy	Community Energy Specialist											
Construction, Planning and the Built Environment	Building Services	Conservator											
Construction, Planning and the Built Environment	Building Services	Construction assembly technician	1										
Construction, Planning and the Built Environment	Building Services	Construction Building	1	1									
Construction, Planning and the Built Environment	Building Services	Construction Civil Engineering	1	1									
Construction, Planning and the Built Environment	Building Services	Construction design & build technician			1								
Construction, Planning and the Built Environment	Building Services	Construction design management (degree)					1						
Construction, Planning and the Built Environment	Building Services	Construction Management					1						
Construction, Planning and the Built Environment	Building Services	Construction quantity surveyor (degree)					1						
Construction, Planning and the Built Environment	Building Services	Construction site engineering technician			1								
Construction, Planning and the Built Environment	Building Services	Construction site management (degree)					1						
Construction, Planning and the Built Environment	Building Services	Construction site supervisor			1								
Construction, Planning and the Built Environment	Building Services	Construction Specialist	1	1									
Construction, Planning and the Built Environment	Building Services	Construction surveying technician			1								
Construction, Planning and the Built Environment	Building Services	Construction Technical and Professional		1									
Construction, Planning and the Built Environment	Building Services	Conveyancing Technician			1								
Construction, Planning and the Built Environment	Building Services	Digital engineering											
Construction, Planning and the Built Environment	Building Services	Digital engineering technician		1									
Construction, Planning and the Built Environment	Energy	Domestic Heating	1	1									
Construction, Planning and the Built Environment	Energy	Dual Fuel Smart Meter Installer	1										
Construction, Planning and the Built Environment	Energy	Dual fuel smart meter installer	1										
Construction, Planning and the Built Environment	Engineering	Electrical / electronic technical support engineer (degree)					1						

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			L2	L3	L4	L5	L6	L7					
Construction, Planning and the Built Environment	Engineering	Electrical power protection and plant commissioning engineer			1								
Construction, Planning and the Built Environment	Engineering	Electrical, electronic product service and installation engineer											
Construction, Planning and the Built Environment	Engineering	Electronic Systems Technician											
Construction, Planning and the Built Environment	Engineering	Electrotechnical		1									
Construction, Planning and the Built Environment	Engineering	Embedded electronic systems design and development engineer (degree)					1						
Construction, Planning and the Built Environment	Engineering	Engineering Construction		1									
Construction, Planning and the Built Environment	Engineering	Engineering Construction	1										
Construction, Planning and the Built Environment	Engineering	Engineering Design and Draughtsperson		1									
Construction, Planning and the Built Environment	Environmental Technology	Engineering Environmental Technologies			1								
Construction, Planning and the Built Environment	Engineering	Engineering Project Controls Technician											
Construction, Planning and the Built Environment	Energy	Gas engineering		1									
Construction, Planning and the Built Environment	Energy	Heating and Ventilating	1	1									
Construction, Planning and the Built Environment	Construction	Highway Electrical Maintenance and Installation Operative	1										
Construction, Planning and the Built Environment	Construction	Highway Electrician / Service Operative		1									
Construction, Planning and the Built Environment	Construction	Highways maintenance skilled operative	1										
Construction, Planning and the Built Environment	Construction	Highways maintenance supervisor		1									
Construction, Planning and the Built Environment	Construction	Historic Environment Practitioner											
Construction, Planning and the Built Environment	Engineering	Improving Operational Performance	1										
Construction, Planning and the Built Environment	Engineering	Installation Electrician / Maintenance Electrician		1									
Construction, Planning and the Built Environment	Construction	Interiors systems											
Construction, Planning and the Built Environment	Construction	Joiner											
Construction, Planning and the Built Environment	Engineering	Lift / escalator electromechanic											



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			L2	L3	L4	L5	L6	L7					
Construction, Planning and the Built Environment	Engineering	Lifting technician	1										
Construction, Planning and the Built Environment	Engineering	Maintenance & operations engineering technician		1									
Construction, Planning and the Built Environment	Engineering	Manufacturing Engineer					1						
Construction, Planning and the Built Environment	Engineering	Operations and Quality Improvement		1									
Construction, Planning and the Built Environment	Construction	Painter and decorator	1										
Construction, Planning and the Built Environment	Construction	Plasterer		1									
Construction, Planning and the Built Environment	Construction	Plumbing and domestic heating technician		1									
Construction, Planning and the Built Environment	Construction	Plumbing and Heating	1										
Construction, Planning and the Built Environment	Construction	Plumbing and Heating		1									
Construction, Planning and the Built Environment	Engineering	Power engineer (degree)						1					
Construction, Planning and the Built Environment	Engineering	Power network craftsperson		1									
Construction, Planning and the Built Environment	Engineering	Powered pedestrian door installer and service engineer											
Construction, Planning and the Built Environment	Construction	Roofer											
Construction, Planning and the Built Environment	Construction	Scaffolder											
Construction, Planning and the Built Environment	Construction	Skilled fencer											
Construction, Planning and the Built Environment	Engineering	Smart Meter Installations (Dual Fuel)	1										
Construction, Planning and the Built Environment	Construction	Structural steelwork erector	1										
Construction, Planning and the Built Environment	Construction	Structural steelwork fabricator	1										
Construction, Planning and the Built Environment	Building Services	Surveying		1									
Construction, Planning and the Built Environment	Building Services	Surveying Technician		1									
Construction, Planning and the Built Environment	Engineering	Technical Support Technician											
Construction, Planning and the Built Environment	Construction	Transport Planning Technician		1									

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			L2	L3	L4	L5	L6	L7					
Construction, Planning and the Built Environment	Construction	Wall and floor tiler											
Customer Services	Customer Services	Contact Centre Operations	1	1									
Customer Services	Customer Services	Contact Centre Operations Management			1								
Customer Services	Customer Services	Customer Experience Specialist											
Customer Services	Customer Services	Customer Service	1	1									
Customer Services	Customer Services	Customer Service Practitioner	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Bus and Coach Engineering and Maintenance (Mechanical)	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Bus and Coach Engineering and Maintenance (Electrical)	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Bus and Coach Engineering and Maintenance (body)	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Bus and Coach Engineering and Maintenance		1									
Driving and Vehicle Maintenance	Driving	Driving Goods Vehicles	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Heavy vehicle service and maintenance technician		1									
Driving and Vehicle Maintenance	Driving	Large Goods Vehicle (LGV) Driver	1										
Driving and Vehicle Maintenance	Vehicle Maintenance	Motor Vehicle Service and Maintenance Technician (light vehicle)		1									
Driving and Vehicle Maintenance	Driving	Passenger Carrying Vehicle Driving	1										
Driving and Vehicle Maintenance	Driving	Passenger transport driver - bus, coach and rail	1										
Driving and Vehicle Maintenance	Driving	Passenger transport onboard & station team member	1										
Driving and Vehicle Maintenance	Driving	Passenger transport operations manager			1								
Driving and Vehicle Maintenance	Driving	Driving Goods Vehicles		1									
Finance	Finance	Accounting	1										
Finance	Finance	Accounting		1									
Finance	Finance	Accounting			1								



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			L2	L3	L4	L5	L6	L7					
Finance	Finance	Advanced credit control and debt collection		1									
Finance	Finance	Assistant accountant		1									
Finance	Finance	Bookkeeper											
Finance	Finance	Bookkeeping	1	1									
Finance	Finance	Credit Controller / Collector	1										
Finance	Finance	Financial Advisor											
Finance	Finance	Financial Services Administrator		1									
Finance	Finance	Financial Services Customer Advisor	1										
Finance	Finance	Fundraising		1									
Finance	Finance	Investment Operations Administrator	1										
Finance	Finance	Investment Operations Specialist			1								
Finance	Finance	Investment Operations Technician		1									
Finance	Finance	Professional accountant						1					
Finance	Finance	Professional Accounting Taxation Technician			1								
Finance	Finance	Professional Services			1								
Finance	Finance	Providing Financial Services	1										
Finance	Finance	Small Business Financial Administrator											
Finance	Finance	Workplace Pensions (Administrator or Consultant)		1									
Finance	Finance	Providing Financial Services		1									
Food and Drink (hospitality)	Food and Drink	Advanced Baker											
Food and Drink (hospitality)	Food and Drink	Advanced Dairy technician											
Food and Drink (hospitality)	Food and Drink	Advanced Food Technologist											

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			L2	L3	L4	L5	L6	L7					
Food and Drink (hospitality)	Food and Drink	Bakery	1										
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (food production and cookery)	1										
Food and Drink (hospitality)	Food and Drink	Food & drink advanced process operator		1									
Food and Drink (hospitality)	Food and Drink	Food & drink process operator	1										
Food and Drink (hospitality)	Food and Drink	Food industry technical professional (degree)											
Food and Drink (hospitality)	Food and Drink	Food technologist		1									
Food and Drink (hospitality)	Food and Drink	Licensed Hospitality	1	1									
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (professional cookery)	1										
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (craft cuisine)	1										
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (licensed industry)	1										
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (professional cookery)		1									
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (Patisserie and Confectionery)		1									
Food and Drink (hospitality)	Food and Drink	Catering and Professional Chefs (craft cuisine)		1									
Health and equality	Health	Health - Emergency Care	1										
Health and equality	Health	Health - Healthcare Support Services	1	1									
Health and equality	Health	Health and Wellbeing Leader											
Health and equality	Health	Health Informatics	1	1									
Health and equality	Health	Healthcare Support Worker	1										
Health and equality	Equality	Lead Equalities Named Coordinator											
Health and equality	Health	Nurse											
Health and equality	Health	Rehabilitation Worker (Visual Impairment)											
Health and equality	Health	Senior healthcare support worker		1									

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			L2	L3	L4	L5	L6	L7					
Health and equality	Health	Services Leader											
Health and Safety	Health and Safety	Business fire safety advisor		1									
Health and Safety	Health and Safety	Community Safety	1										
Housing	Housing	Housing	1	1									
Housing	Housing	Housing / Property Management		1									
Housing	Housing	Housing / Property Management Assistant	1										
Housing	Housing	Property maintenance operative	1										
Housing	Housing	Property Services	1	1									
Housing	Housing	Property Maintenance Operative	1										
Housing	Housing	Senior Housing / Property Management			1								
HR	HR	HR Advisor											
HR	HR	HR consultant/partner				1							
HR	HR	HR support		1									
HR	HR	Human Resource Management			1								
HR	HR	Payroll	1	1									
HR	HR	Payroll Administrator											
HR	HR	Recruitment		1	1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Advertising and Marketing Communications			1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcast and Communications Engineer											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcast and Communications Technical Operator											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcast and Communications Technician											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcast Production			1								

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			L2	L3	L4	L5	L6	L7					
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcast Production Assistant		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Broadcasting Technology					1						
IT, Media, Communications and Marketing	Media, Communications & Marketing	Creative and Digital Media		1									
IT, Media, Communications and Marketing	IT	Cyber Intrusion Analyst			1								
IT, Media, Communications and Marketing	IT	Cyber intrusion analyst			1								
IT, Media, Communications and Marketing	IT	Cyber security technical professional (integrated degree)											
IT, Media, Communications and Marketing	IT	Cyber Security Technologist			1								
IT, Media, Communications and Marketing	IT	Cyber Security Technical Professional (Degree)											
IT, Media, Communications and Marketing	IT	Data Analyst			1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Design	1										
IT, Media, Communications and Marketing	IT	Digital and Technology Solutions Professional - Degree Apprenticeship					1						
IT, Media, Communications and Marketing	IT	Digital and technology solutions professional (integrated degree)					1						
IT, Media, Communications and Marketing	IT	Digital Business Administrator											
IT, Media, Communications and Marketing	IT	Digital Business Specialist											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Digital Learning Design		1									
IT, Media, Communications and Marketing	IT	Digital Marketer											
IT, Media, Communications and Marketing	IT	Digital Marketer		1									
IT, Media, Communications and Marketing	IT	Digital marketer (integrated degree)											
IT, Media, Communications and Marketing	IT	Digital media technology practitioner											
IT, Media, Communications and Marketing	IT	Embedded Electronic Systems Design and Development Engineer					1						
IT, Media, Communications and Marketing	IT	Infrastructure Technician		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Interactive Design and Development			1								

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			L2	L3	L4	L5	L6	L7					
IT, Media, Communications and Marketing	IT	Internet of Things and Cyber Systems Technician		1		1	1	1					
IT, Media, Communications and Marketing	IT	IT Application Specialist	1	1									
IT, Media, Communications and Marketing	IT	IT Services and Sales Technician											
IT, Media, Communications and Marketing	IT	IT Support											
IT, Media, Communications and Marketing	IT	IT technical salesperson											
IT, Media, Communications and Marketing	IT	IT, Software, Web & Telecoms Professionals	1										
IT, Media, Communications and Marketing	Media, Communications & Marketing	Journalism		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Journalist											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Junior content producer		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Junior Journalist		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Marketing	1	1									
IT, Media, Communications and Marketing	IT	Network engineer			1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Photo Imaging		1									
IT, Media, Communications and Marketing	Media, Communications & Marketing	Public Relations			1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Public Relations Assistant											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Public Relations Consultant											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Sales and Telesales	1	1									
IT, Media, Communications and Marketing	IT	Smart Systems Information and Security											
IT, Media, Communications and Marketing	Media, Communications & Marketing	Social Media and Digital Marketing		1	1								
IT, Media, Communications and Marketing	IT	Software Developer			1								
IT, Media, Communications and Marketing	IT	Software Development Technician											
IT, Media, Communications and Marketing	IT	Software Tester			1								

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			L2	L3	L4	L5	L6	L7					
IT, Media, Communications and Marketing	IT	Telecoms and Unified Comms											
IT, Media, Communications and Marketing	IT	Unified communications technician											
IT, Media, Communications and Marketing	IT	Unified Communications Trouble Shooter			1								
IT, Media, Communications and Marketing	IT	IT, Software, Web & Telecoms Professionals		1									
IT, Media, Communications and Marketing	IT	IT, Software, Web & Telecoms Professionals			1								
IT, Media, Communications and Marketing	Media, Communications & Marketing	Digital Learning Design			1								
Leisure	Leisure	Activity Leadership (Outdoors/coaching pathway)	1										
Leisure	Leisure	Activity Leadership (Exercise and fitness/Leadership pathway)	1										
Leisure	Leisure	Community Coordinator / Associate Community Manager											
Leisure	Leisure	Community health and sport officer		1									
Leisure	Leisure	Cultural and Heritage Venue operations	1	1									
Leisure	Leisure	Exercise and Fitness	1										
Leisure	Leisure	Hospitality		1									
Leisure	Leisure	Hospitality Management			1								
Leisure	Leisure	Hospitality supervisor		1									
Leisure	Leisure	Hospitality Team Member	1										
Leisure	Leisure	Leisure duty manager		1									
Leisure	Leisure	Leisure Operations and Leisure Management	1										
Leisure	Leisure	Outdoor Programmes		1									
Leisure	Leisure	Playwork	1										
Leisure	Leisure	Sporting Excellence (pathway 1)		1									
Leisure	Leisure	Sporting Excellence (Pathway 2)		1									

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			L2	L3	L4	L5	L6	L7					
Leisure	Leisure	Sports Development		1									
Leisure	Leisure	Playwork		1									
Leisure	Leisure	Exercise and Fitness		1									
Leisure	Leisure	Leisure Operations and Leisure Management		1									
Manufacturing and Warehousing	Manufacturing	Fork Lift Truck Technician											
Manufacturing and Warehousing	Manufacturing	Furniture manufacturer	1										
Manufacturing and Warehousing	Manufacturing	Furniture, Furnishing and Interiors Manufacturing	1	1									
Manufacturing and Warehousing	Manufacturing	Furniture, Furnishings and interiors Manufacturing			1								
Manufacturing and Warehousing	Manufacturing	Glazing operative											
Manufacturing and Warehousing	Manufacturing	Stairlift, platform lift, service lift electromechanic											
Manufacturing and Warehousing	Warehousing	Warehousing and Storage	1										
Manufacturing and Warehousing	Warehousing	Warehousing and Storage		1									
Manufacturing and Warehousing	Construction	Assembly technician											
Public and Emergency Services	Emergency Services	Emergency Fire Service Operations		1									
Public and Emergency Services	Public Services	Employment Related Services		1									
Public and Emergency Services	Emergency Services	Fire emergency & security systems technician		1									
Public and Emergency Services	Emergency Services	Fire Emergency and Security Systems Technician				1							
Public and Emergency Services	Public Services	Intelligence Analysis		1									
Public and Emergency Services	Public Services	Intelligence Operations			1								
Public and Emergency Services	Public Services	Libraries, Archives, Records and IM Services	1	1									
Public and Emergency Services	Public Services	Local Taxation and Benefits		1									
Public and Emergency Services	Public Services	Locksmithing	1										



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			L2	L3	L4	L5	L6	L7					
Public and Emergency Services	Public Services	Operational delivery officer		1									
Public and Emergency Services	Public Services	Pest Control Technician											
Public and Emergency Services	Public Services	Public Sector Commercial Professional			1								
Public and Emergency Services	Public Services	Public Service Operational Delivery Officer		1									
Public and Emergency Services	Public Services	Quality Improvement Leader											
Retail and Enterprise	Enterprise	Business Improvement Technician											
Retail and Enterprise	Enterprise	Business to Business Sales Manager (Degree)											
Retail and Enterprise	Enterprise	Business, Innovation and Growth			1								
Retail and Enterprise	Enterprise	Continuous Improvement Technician / Manager											
Retail and Enterprise	Enterprise	Enterprise		1									
Retail and Enterprise	Enterprise	Entrepreneur			1								
Retail and Enterprise	Enterprise	Innovation and Growth Associate											
Retail and Enterprise	Commercial enterprise	Mail and Package Distribution	1										
Retail and Enterprise	Commercial enterprise	Recruitment consultant		1									
Retail and Enterprise	Commercial enterprise	Recruitment resourcer	1										
Retail and Enterprise	Retail	Retail		1									
Retail and Enterprise	Retail	Retail Management			1								
Retail and Enterprise	Retail	Retail team leader		1									
Retail and Enterprise	Retail	Retailer	1										
Retail and Enterprise	Commercial enterprise	Supply Chain Management	1										
Retail and Enterprise	Commercial enterprise	Trade Business Services	1										
Retail and Enterprise	Commercial enterprise	Supply Chain Management		1									



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			L2	L3	L4	L5	L6	L7					
Retail and Enterprise	Commercial enterprise	Supply Chain Management				1							
Security	Security	Security first line manager		1									
Security	Security	Spectator Safety	1										
Security	Security	Spectator Safety		1									
Teaching and Learning	Teaching and Learning	Assistant early years practitioner	1										
Teaching and Learning	Teaching and Learning	Assitant Early Years Practitioner											
Teaching and Learning	Teaching and Learning	Early Years Centre Leader											
Teaching and Learning	Teaching and Learning	Early years educator		1									
Teaching and Learning	Teaching and Learning	Further education assessor-coach			1								
Teaching and Learning	Teaching and Learning	Further education learning mentor		1									
Teaching and Learning	Teaching and Learning	Laboratory and Science Technicians	1	1									
Teaching and Learning	Teaching and Learning	Laboratory Technician		1									
Teaching and Learning	Teaching and Learning	Learning and Development		1									
Teaching and Learning	Teaching and Learning	Learning Support		1									
Teaching and Learning	Teaching and Learning	Professional Development for Work Based Learning Practitioners			1	1							
Teaching and Learning	Teaching and Learning	Supporting Teaching and Learning in Schools	1										
Teaching and Learning	Teaching and Learning	Supporting Teaching and Learning in Schools		1									
Youth, Children and early years	Children and early years	Children and Young People's Workforce	1	1									
Youth, Children and early years	Children and early years	Children, young people and families manager				1							
Youth, Children and early years	Children and early years	Children, young people and families practitioner			1								
Youth, Children and early years	Children and early years	Senior Early Years Practitioner											
Youth, Children and early years	Youth work	Youth Work	1										

Shropshire Council Main Category	Shropshire Council Sub - Category	Framework / standard title	Framework level/s						Provider response				
			Intermediate	Advanced	Higher	Higher	Higher / Degree	Higher / Degree	Within current delivery scope	Not currently delivered, however we would like to work with Shropshire Council to deliver this	Not currently able to deliver and not within scope for delivery during the lifecycle of the framework	Would delivery be via framework or standard?	For each response within column J and K, please indicate whether this would be delivered directly or by a subcontractor
			L2	L3	L4	L5	L6	L7					
Youth, Children and early years	Youth work	Youth Work		1									

## Schedule 5 – Call-Off Terms and Conditions

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## Schedule 5 – Call-Off Terms and Conditions

### PARTIES

- (1) [NAME OF CONTRACTING BODY] whose principal place of business is at [ADDRESS] (**Customer**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**).

### BACKGROUND

- (A) The Authority placed a contract notice [REFERENCE] on [DATE] in the Official Journal of the European Union seeking expressions of interest from potential suppliers for the provision of Services (divided into Lots) to Contracting Bodies under a framework agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential suppliers (including the Supplier) on [DATE] to tender for the provision of apprenticeship training services.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide services to Contracting Bodies who will place Orders in accordance with the Framework Agreement.
- (D) This framework agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of Services and the obligations of the Supplier under the framework agreement.
- (E) The Customer is a Contracting Body, as specified in the OJEU Notice. It has selected the Supplier to provide the Services and the Supplier is willing and able to provide the Services in accordance with the terms and conditions of this Contract.

### GENERAL PROVISIONS

#### 1. DEFINITIONS

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

**Additional Costs:** the additional costs (exclusive of any applicable VAT) specified in section 1.3 of the Order Form payable by the Customer:

**Apprenticeship Costs:** the charges specified in section 1.3 of the Order Form, which shall not exceed the relevant funding bands set by the Skills

## Schedule 5 – Call-Off Terms and Conditions

Funding Agency (SFA) (as amended from time to time) for which the Supplier will receive payment direct from the DAS as drawn down from the Customer's Apprenticeship Levy Digital Account ;

**Apprenticeship Levy:** the levy on an employer's pay bill payable through Pay As You Earn (PAYE) system to HMRC;

**Approval:** the prior written approval of the Customer.

**Auditor:** the National Audit Office or an auditor appointed by the Customer as the context requires.

**Authorised Representative:** the persons respectively designated as such by the Customer and the Supplier in the Order Form.

**Authority:** Shropshire Council, being the contracting authority that established the Framework Agreement.

**Confidential Information:** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA.

**Contract:** the written agreement between the Customer and the Supplier consisting of the Order Form and these clauses (except that, for the purposes of clause 52.3 only, reference to "Contract" shall not include the Order Form).

**Contract Period:** the period from the Service Commencement Date to:

- (a) the date of expiry set out in clause 3;
- (b) following an extension pursuant to clause 4, the date of expiry of the extended period; or
- (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

**Contract Price:** the total price comprising the Apprenticeship Costs and the Additional Costs, due to the Supplier under the Contract, as set out in the Order Form for the full and proper performance by the Supplier of its obligations under the Contract.

**Contract Year:** a period of 12 months, commencing on the Service Commencement Date.

**Contracting Authority:** any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (*SI 2015/102*) other than the Customer.

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**Contracting Body:** a Contracting Authority identified in the contract notice as a potential purchaser of Services under the Framework Agreement.

**Crown:** the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

**Data Protection Legislation:** means the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**DAS:** the Digital Apprenticeship Service through which the Apprenticeship Levy will be collected and paid to the Supplier;

**Default:** any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

**Deliverables:** those deliverables listed in the Order Form.

**Dispute Resolution Procedure:** the dispute resolution procedure in clause 48.

**Environmental Information Regulations:** the Environmental Information Regulations 2004 (*SI 2004/3391*), together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Equipment:** the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract.

**Fees Regulations:** the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004 (*SI 2004/3244*).

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

## Schedule 5 – Call-Off Terms and Conditions

**Force Majeure:** any event or occurrence that is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Supplier's or any Sub-Contractor's organisation; or
- (b) the failure by any Sub-Contractor to perform its obligations under any Sub-Contract.

**Framework Agreement:** the framework agreement for the provision of apprenticeship training Services between the Authority and the Supplier dated [DATE].

**Good Industry Practice:** standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**Information:** has the meaning given under section 84 of the FOIA.

**Initial Contract Period:** the period set out in clause 3.

**Intellectual Property Rights:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the look and feel of any websites, and **Intellectual Property** shall refer to such materials.

**Law:** any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply.

**Management Information:** the management information specified in the Order Form.

**Month:** calendar month.



## Schedule 5 – Call-Off Terms and Conditions

**Order:** the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Services to be supplied including, where appropriate, the Premises, the timeframe, the Deliverables and the Quality Standards.

**Order Form:** the document used to place an Order.

**Parent Company:** any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term **Holding Company** shall have the meaning ascribed in section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

**Party:** the Supplier or the Customer and Parties shall mean both the Supplier and the Customer.

**PQQ Response:** the response to the pre-qualification questionnaire issued by the Authority and submitted by the Supplier on [DATE].

**Premises:** the location where the Services are to be supplied, as set out in the Order Form.

**Prohibited Act:** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Customer; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Customer.

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**Property:** the property, other than real property, issued or made available to the Supplier by the Customer in connection with the Contract.

**Quality Standards:** the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form.

**Regulated Activity:** in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**Regulatory Bodies:** those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer.

**Replacement Supplier:** any third party service provider appointed by the Customer to supply any services that are substantially the same as or similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

**Request for Information:** shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

**Service Commencement Date:** the service commencement date set out in the Order Form.

**Services:** [NAME] services to be supplied as specified in the Order Form.

**Staff:** all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier's agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**Staff Vetting Procedures:** the Customer's procedures and departmental policies for the vetting of personnel for:

- (a) eligibility to work in the UK;
- (b) the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006.

**Sub-Contract:** any contract between the Supplier and a third party under which the Supplier agrees to source the provision of any of the Services from that third party.

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**Sub-Contractor:** the contractors or service providers that enter into a Sub-Contract with the Supplier.

**Tender:** the document(s) submitted by the Supplier to the Authority for admission onto the Framework Agreement [as supplemented by the documents submitted to the Customer in response to the Customer's Order, including the Supplier's Supplemental Tender].

**Variation:** has the meaning given to it in clause 34.

**VAT:** value added tax in accordance with the provisions of the Value Added Tax Act 1994.

**Working Day:** any day other than a Saturday or Sunday or public holiday in England and Wales.

## 2. INTERPRETATION

The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (e) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (g) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (h) the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Schedules;

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- (i) references in the Contract to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to the Contract so numbered; and
- (j) references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered.

### **3. INITIAL CONTRACT PERIOD**

The Contract shall take effect on the Service Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract.

### **4. EXTENSION OF INITIAL CONTRACT PERIOD**

The Customer may, by giving written notice to the Supplier not less than [NUMBER] Month(s) before the last day of the Initial Contract Period, extend the Contract [for any further period or periods specified in the Order Form] [provided that the total Contract Period does not exceed [NUMBER] years]. The provisions of the Contract will apply throughout any such extended period.

### **5. SUPPLIER'S STATUS**

At all times during the Contract Period the Supplier shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of the Contract.

### **6. CUSTOMER'S OBLIGATIONS**

Except as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation on, or in any other way fetter or constrain, the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

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### **7. MISTAKES IN INFORMATION**

The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

### **SUPPLY OF SERVICES**

### **8. SERVICES**

- 8.1 The Supplier shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice.
- 8.2 The Supplier acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.
- 8.3 The Supplier shall:
- (a) at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
  - (b) [to the extent that the standard of Services has not been specified in the Contract, agree the relevant standard of the Services with the Customer before the supply of the Services;] and
  - (c) at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 8.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 8.5 Subject to the Customer providing Approval in accordance with clause 9, timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

## **Schedule 5 – Call-Off Terms and Conditions**

### **9. PROVISION AND REMOVAL OF EQUIPMENT**

- 9.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.
- 9.2 [The Supplier shall not deliver any Equipment nor begin any work on the Premises without obtaining prior written Approval.]
- 9.3 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Supplier.
- 9.4 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 9.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- (a) remove from the Premises any Equipment that in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.
- 9.6 On completion of the Services, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

### **STAFFING**

### **10. SUPPLIER'S STAFF**

- 10.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:
- (a) any member of the Staff; or

## **Schedule 5 – Call-Off Terms and Conditions**

- (b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 10.2 At the Customer's written request, the Supplier shall provide a list of the names of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 10.3 If the Supplier fails to comply with clause 10.2 within two Months of the date of the request then the Customer may exclude Supplier Staff from entry to the Premises. Exercise of the Customer's rights under this clause shall not excuse the Supplier from any attributable failure to perform the Services.
- 10.4 The Supplier's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force and notified to the Supplier from time to time for the conduct of personnel when at or within the boundaries of those Premises.
- 10.5 The Supplier warrants that it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged by the Supplier at the Service Commencement Date and that it shall not employ or engage any person in the provision of the Services who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out the Services.

## **11. SAFEGUARDING**

- 11.1 Where the Service or activity being undertaken in this Contract is a Regulated Activity the Supplier shall:
  - (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
  - (b) monitor the level and validity of the checks under this clause 11.1 for each member of the Staff.
- 11.2 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged

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by the Supplier in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

- 11.3 The Supplier shall immediately notify the Customer of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 11 have been met.
- 11.4 The Supplier shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.
- 11.5 The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 11.6 Where the service requirement, specification or Order specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Customer otherwise notifies the Supplier, acting reasonably, that the Staff are required to be subject to a Disclosure and Barring Service check, the Supplier shall comply with clause 11.1 above.

### **PREMISES**

#### **12. [[LICENCE TO OCCUPY PREMISES]**

- 12.1 Any land or Premises made available from time to time to the Supplier by the Customer in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 12.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such



## **Schedule 5 – Call-Off Terms and Conditions**

other persons working concurrently on such land or Premises as the Customer may reasonably request.

12.3 Should the Supplier require modifications to the Premises, such modifications shall be subject to prior written Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake modification work approved by the Customer in writing without undue delay. Ownership of such modifications shall rest with the Customer. Before the end of the Contract Period, the Supplier shall, at the request of the Customer remove any modifications made to the Premises and reinstate or rebuild the Premises in a manner equivalent in size, quality, layout and facilities to the Premises prior to the modifications.

12.4 Without prejudice to clause 10.4, the Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of the Premises notified to it by the Customer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

12.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted under the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.]

### **13. [[SECURITY OF PREMISES]**

13.1 The Customer shall be responsible for maintaining the security of the Premises and all assets and information used in performance of the Services in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Customer while on the Premises and shall ensure that all Staff comply with such requirements.

13.2 On request, the Customer shall:

- (a) provide the Supplier copies of its written security procedures; and
- (b) afford the Supplier an opportunity to inspect its physical security arrangements.]

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### **14. HEALTH AND SAFETY**

- 14.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 14.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 14.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 14.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- 14.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

### **PAYMENT AND CONTRACT PRICE**

### **15. CONTRACT PRICE**

- 15.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall arrange the payment of the Contract Price in accordance with clause 16.
- 15.2 The Customer shall, in addition to arranging to pay the Contract Price and following evidence of a valid VAT invoice as appropriate, pay the Supplier a sum equal to the VAT chargeable on the value of the Additional Costs of the Services supplied in accordance with the Contract.

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### 16. PAYMENT AND VAT

- 16.1 The Customer shall arrange the draw down and payment of the Apprenticeship Costs to the Supplier via the DAS from the Customer's Apprenticeship Levy Digital Account.
- 16.2 The Supplier shall ensure that each invoice is submitted in respect of the Additional Costs in accordance with the payment profile set out in the Order Form and contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents reasonably required by the Customer to substantiate the invoice.
- 16.3 Where the Supplier submits an invoice for the Additional Costs to the Customer in accordance with *clause 16.12*, the Customer will consider and verify that invoice within [7] days.
- 16.4 The Customer shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 16.5 Where the Customer fails to comply with *clause 16.44*, the invoice shall be regarded as valid and undisputed [7] days after the date on which it is received by the Customer.
- 16.6 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as *clause 16.33* to *clause 16.55* of this agreement; and
  - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as *clause 16.33* to *clause 16.55* of this agreement.

In this *clause 16.66*, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 16.7 The Supplier shall add VAT to the Additional Costs at the prevailing rate as applicable.
- 16.8 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied,

## **Schedule 5 – Call-Off Terms and Conditions**

demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this *clause 16.88* shall be paid by the Supplier to the Customer not less than five Working Days before the date on which the tax or other liability is payable by the Customer.

- 16.9 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under *clause 43* for failure to pay undisputed sums of money.

### **17. RECOVERY OF SUMS DUE**

- 17.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.
- 17.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 17.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 17.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **STATUTORY OBLIGATIONS AND REGULATIONS**

### **18. CONFLICTS OF INTEREST**

- 18.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.

## **Schedule 5 – Call-Off Terms and Conditions**

18.2 The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 18.1 above arises or is reasonably foreseeable.

18.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

### **19. PREVENTION OF BRIBERY**

19.1 The Supplier:

- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Contract commit a Prohibited Act; and
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Contract.

19.2 The Supplier shall:

- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- (b) within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 19 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

## **Schedule 5 – Call-Off Terms and Conditions**

- 19.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.
- 19.4 If any breach of clause 19.1 is suspected or known, the Supplier must notify the Customer immediately.
- 19.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of clause 19.1, the Supplier must respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant documents. This obligation shall continue for 2 years following the expiry or termination of this Contract.
- 19.6 The Customer may terminate this Contract by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 19.1. [In determining whether to exercise the right of termination under this clause 19.6, the Customer shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:
- (a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-contractor (as the case may be); or
  - (b) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.]
- 19.7 Any notice of termination under clause 19.6 must specify:
- (a) the nature of the Prohibited Act;
  - (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
  - (c) the date on which this Contract will terminate.
- 19.8 Despite clause 48, any dispute relating to:
- (a) the interpretation of clause 19; or
  - (b) the amount or value of any gift, consideration or commission,

## **Schedule 5 – Call-Off Terms and Conditions**

shall be determined by the Customer and its decision shall be final and conclusive.

- 19.9 Any termination under clause 19 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

### **20. DISCRIMINATION**

- 20.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
- 20.2 The Supplier shall take all reasonable steps to secure the observance of clause 20 by all servants, employees or agents of the Supplier and all suppliers and Sub-contractors employed in the execution of the Contract.

## **INFORMATION**

### **21. CONFIDENTIALITY**

- 21.1 Subject to clause 21.2, the parties shall keep confidential [the Confidential Information of the other Party][all matters relating to this Contract] and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 21.2 Clause 21.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, provided that clause 23 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
  - (b) that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
  - (c) that is reasonably required by the Customer;
  - (d) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 21.1;
  - (e) by the Customer of any document to which it is a party and which the parties to this Contract have agreed contains no Confidential Information;
  - (f) to enable a determination to be made under clause 48;

## **Schedule 5 – Call-Off Terms and Conditions**

- (g) which is already lawfully in the possession of the receiving party, before its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Customer to any other department, office or agency of the government, provided that the Customer informs the recipient of any duty of confidence owed in respect of the Confidential Information; and
- (i) by the Customer relating to this Contract and in respect of which the Supplier has given its prior written consent to disclosure.

21.3 On or before the expiry of the Contract, the Supplier shall ensure that those documents and/or computer records not required by the Skills Funding Agency (SFA) in its possession, custody or control which contain Confidential Information or relate to personal information of the Authorities' employees, rate-payers or service users, are delivered up to the Customer or securely destroyed.

## **22. DATA PROTECTION ACT**

22.1 The Supplier shall, and shall procure that any of its Staff involved in the provision of the Contract shall, comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Contract.

22.2 Notwithstanding the general obligation in which the Supplier is processing personal data as a data processor for the Customer, within the meaning of the Data Protection Act 1998 (DPA), the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and:

- (a) provide the Customer with such information as the Customer may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
- (b) promptly notify the Customer of any breach of the security measures required to be put in place under clause 22.2; and
- (c) ensure it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.



**23. FREEDOM OF INFORMATION**

23.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request For Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Customer.

23.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

23.3 The Customer shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Framework Agreement or otherwise relating to any other party

**24. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

24.1 The Supplier shall not make any press announcements or publicise the Contract in any way without the Customer's prior written Approval.

## **Schedule 5 – Call-Off Terms and Conditions**

24.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation on the Customer, including any examination of the Contract by the Auditor.

24.3 The Supplier shall not do anything, or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

### **25. INTELLECTUAL PROPERTY RIGHTS**

25.1 The Supplier shall retain ownership of all Intellectual Property created by the Supplier or any Staff or Sub-Contractor of the Supplier:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services.

25.2 The Supplier shall indemnify the Customer against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Customer's acts or omissions.

### **26. RECORDS AND AUDIT ACCESS**

26.1 The Supplier shall keep and maintain until six years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contracts entered into with the Customer and the amounts paid by the Customer.

26.2 The Supplier shall keep the records and accounts referred to in clause 26.1 above in accordance with good accountancy practice.

26.3 The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required by the Customer from time to time.

26.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Period and for a period of six years after the expiry of the Contract Period to the Customer and the Auditor.

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- 26.5 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services, except insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 26.6 Subject to the Customer's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the Customer within the scope of the audit;
  - (b) reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and
  - (c) access to Staff.
- 26.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

### **27. REPLACEMENT OF CORRUPTED DATA**

If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

## **CONTROL OF THE CONTRACT**

### **28. PROVISION OF INFORMATION AND MEETINGS**

- 28.1 The Supplier shall submit Management Information to the Customer throughout the Contract Period [on the last day of every Month].
- 28.2 The Authorised Representatives shall meet in accordance with the details set out in the Order Form and the Supplier shall, at each meeting, present its previously circulated Management Information.

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### **29. MONITORING OF CONTRACT PERFORMANCE**

The Supplier shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

### **30. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE**

30.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Customer shall take reasonable steps to investigate the complaint. The Customer may, in its sole discretion, uphold the complaint, and may, acting reasonably:

- (a) Subject to clause 30.4, withhold a sum; or
- (b) deduct a sum,

in each case equal to a maximum of [FIVE]% of the Contract Price payable in respect of the Month in which the complaint arose.

30.2 The parties agree that a deduction made pursuant to clause 30.1(b) represents a genuine pre-estimate of the loss likely to be suffered by the Customer.

30.3 Where the Customer withholds a sum pursuant to clause 30.1(a) then that sum shall be paid to the Supplier when, in the reasonable opinion of the Customer, the matters complained of have been rectified and there has been no repeat of those matters for [NUMBER] Month(s).

30.4 If the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Customer may, without prejudice to its rights under clause 43, do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself

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supply or procure a third party to supply such part of the Services;  
and/or

- (c) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

30.5 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within [ten] Working Days of the Customer's instructions or such other period of time as the Customer may direct.

30.6 If the Supplier:

- (a) fails to comply with clause 30.5 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
- (b) persistently fails to comply with clause 30.5 above,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

### **31. RIGHTS AND REMEDIES**

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

### **32. TRANSFER AND SUB-CONTRACTING**

32.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract.

32.2 Provided that the Customer has given prior written consent, the Supplier shall be entitled to novate the Contract following the novation of the Framework Agreement where:

## **Schedule 5 – Call-Off Terms and Conditions**

- (a) the specific change in contractor was provided for in the procurement process for the award of the Framework Agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

32.3 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

32.4 Where the Customer has consented to the placing of Sub-Contracts, copies of each Sub-Contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable.

32.5 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Customer; or
- (c) any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

### **33. WAIVER**

33.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

33.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

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- 33.3 A party that waives a right or remedy provided under this Contract or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

### **34. VARIATION**

- 34.1 Subject to the provisions of this clause 34, the Customer may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
- 34.2 The Customer may request a Variation by completing and sending the Variation form attached at Annex B (the **Variation Form**) to the Supplier, giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 34.3 If the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- (a) agree that the Parties continue to perform their obligations under the Contract without the Variation; or
  - (b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree on a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 34.4 If the Parties agree the Variation and any variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

### **35. COMPLAINTS PROCEDURE**

- 35.1 The Supplier shall operate a complaints procedure in respect of any services provided under this Contract to deal with any complaint received about the standard of services or the manner in which any services have been supplied or any other matter connected with the performance of the Supplier's

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obligations under this Contract (“the Complaints Procedure”). For the avoidance of doubt any complaint or issue that the Customer has in respect of the Supplier’s performance of this Contract shall be dealt with in accordance with the remainder of this Contract.

35.2 The Supplier’s Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Supplier is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards :

- (a) is easy for complainants to access and understand
- (b) clearly sets out time limits for responding to complaints and keeping the complainant and the Customer informed of progress;
- (c) provides confidential record keeping to protect employees working under this Contract and the complainant
- (d) provides information to the Supplier’s management so that services can be improved
- (e) provides effective and suitable remedies
- (f) is regularly monitored and audited and which takes account of complainant and Customer feedback

35.3 The Supplier shall inform any users of the services provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.

35.4 The Supplier shall investigate and deal with any complaints it receives about the services, whether direct from the public or services users, or referred to it by the Customer, in accordance with its published complaints procedure.

35.5 The Supplier shall ensure that:

- (a) it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Supplier is dealing with the complaint
- (b) under no circumstances is a complaint investigated by a member of its staff employed under this Contract who may be part of the complaint.
- (c) someone who is independent of the matter complained of carries out the investigation
- (d) the complainant is made aware that they are entitled to have the complaint investigated by the Customer if they are not satisfied with



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either the process of investigation or finding of the Supplier's investigations

- (e) it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within [[NUMBER ]] Working Days of receiving the complaint
- (f) where a complaint is received by the Supplier relating to the policy or decisions of the Customer rather than the Supplier's delivery of its obligations under this Agreement, the Supplier shall promptly, and within two Working Days, refer the complaint to the Customer for investigation.

35.6 The Supplier shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Customer) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

35.7 The Supplier shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Customer within 5 Working Days of being requested or at 12 monthly intervals in any event.

35.8 Where the Customer is investigating a complaint the Supplier is required to participate fully in all investigations within the timescales requested by the Customer.

35.9 The Supplier should note that if a complaint is made to the Customer by a third party relating to the services provided, the Local Government Ombudsman may have the power to investigate such a complaint and the Customer requires the Supplier to fully co-operate in such investigation. If the Customer is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Supplier the Supplier shall indemnify the Customer in respect of the costs arising from such maladministration or injustice.

### **36. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

36.1 Except as expressly provided, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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- 36.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

### **37. SEVERANCE**

- 37.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 37.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **LIABILITIES**

### **38. LIABILITY, INDEMNITY AND INSURANCE**

- 38.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) Fraud or fraudulent misrepresentation;
  - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) any claim under clause 16.8;
  - (e) any claim under clause 40; or
  - (f) any claim under the indemnity in clause 25.2.
- 38.2 Subject to clause 38.3 and clause 38.4, the Supplier shall indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on

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the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

38.3 Subject always to clause 38.1 and clause 38.4, the liability of either Party for Defaults shall be subject to the following financial limits:

- (a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed [AMOUNT]; and
- (b) the annual aggregate liability under the Contract of either Party for all Defaults shall in no event exceed the greater of [AMOUNT] or [PERCENTAGE]% of the Contract Price payable by the Customer to the Supplier in the Contract Year in which the liability arises.

38.4 Subject to clause 38.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;

38.5 The Customer may, among other things, recover as a direct loss:

- (a) any additional operational and/or administrative expenses arising from the Supplier's Default;
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and
- (c) the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier.

38.6 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

**39. INSURANCES**

39.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000 **OR** in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than £2,000,000 **OR** in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

39.2 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

39.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

39.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

**40. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY**

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the

## **Schedule 5 – Call-Off Terms and Conditions**

Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

### **41. WARRANTIES AND REPRESENTATIONS**

The Supplier warrants and represents that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- (b) the Contract is executed by a duly authorised representative of the Supplier;
- (c) in entering the Contract it has not committed any Prohibited Act;
- (d) as at the Service Commencement Date, all information, statements and representations contained in the Tender and the PQQ Response for the Services are true, accurate and not misleading except as may have been specifically disclosed in writing to the Customer before execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware during the Contract Period which would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

## **Schedule 5 – Call-Off Terms and Conditions**

- (i) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- (j) the Supplier is registered on the Register of Apprenticeship Training Providers (RoATP)

### **DEFAULT, DISRUPTION AND TERMINATION**

#### **42. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL**

42.1 Without affecting any other right or remedy available to it, the Customer may terminate this Contract with immediate effect by giving [written] notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply];
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

## Schedule 5 – Call-Off Terms and Conditions

- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) [the Supplier (being an individual) is the subject of a bankruptcy petition or order;]
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within [14] days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 42.1(a) to clause 42.1(h) (inclusive); [or]
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

42.2 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (**Change of Control**). The Customer may terminate the Contract by notice in writing with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

### 43. TERMINATION ON DEFAULT

43.1 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a material breach and if:

- (a) the Supplier has not remedied the material breach to the satisfaction of the Customer within [20 OR [NUMBER]] Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
- (b) the material breach is not, in the opinion of the Customer, capable of remedy.

## **Schedule 5 – Call-Off Terms and Conditions**

43.2 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if:

- (a) the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- (b) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply;
- (c) any warranty given by the Supplier in clause 41 of this Contract is found to be untrue or misleading.

43.3 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within [90] Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 17.

### **44. TERMINATION FOR CONVENIENCE**

The Customer may terminate this Contract at any time by giving 3 Months' written notice to the Supplier.

### **45. CONSEQUENCES OF TERMINATION OR EXPIRY**

45.1 Where the Customer terminates the Contract under clause 43 and then makes other arrangements for the supply of Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 43, no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

45.2 Except as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and



## **Schedule 5 – Call-Off Terms and Conditions**

- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under clause 15, clause 16, clause 17, clause 18, clause 21, clause 22, clause 23, clause 25, clause 26, clause 31, clause 38, clause 39, clause 40, clause 45, clause 47, and clause 54.

### **46. DISRUPTION**

- 46.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other Supplier employed by the Customer.
- 46.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 46.3 In the event of industrial action by the Staff, the Supplier shall seek the Customer's Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.
- 46.4 If the Supplier's proposals referred to in clause 46.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may:
  - (a) require the Supplier to provide alternative proposals; or
  - (b) undertake the services itself and recover from the Supplier the additional costs incurred in the process.Subject to clause 46.5, nothing in this clause shall release the Supplier from the proper performance of its obligations under the Contract.

- 46.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

### **47. RECOVERY ON TERMINATION**

- 47.1 On the termination of the Contract for any reason, the Supplier shall:

## **Schedule 5 – Call-Off Terms and Conditions**

- (a) immediately return to the Customer all Confidential Information, Personal Data and Customer's Intellectual Property in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Supplier under clause 9. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
- (c) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to any Replacement Supplier and/or the completion of any work in progress; and
- (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.

47.2 If the Supplier fails to comply with clause 47.1(a) and clause 47.1(b), the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.

47.3 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under clause 47.1(c) and clause 47.1(d) free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

## **48. DISPUTE RESOLUTION**

48.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then[ except as expressly provided in this Contract,] the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;

## **Schedule 5 – Call-Off Terms and Conditions**

- (b) if the [EMPLOYEE TITLE] of The Authority and [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and
- (c) if the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [NUMBER] days after the date of the ADR notice.

48.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 54 which clause shall apply at all times.

### **49. FORCE MAJEURE**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances [the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed **OR** the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for [NUMBER] [weeks OR months], the party not affected may terminate this Contract by giving [NUMBER] [days'] written notice to the affected party.

### **50. EQUALITIES**

50.1 The Supplier and any Sub-Contractor employed by the Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of the Services under this Contract, or in its employment practices.

## **Schedule 5 – Call-Off Terms and Conditions**

- 50.2 Without prejudice to the generality of the foregoing, the Supplier and any Sub-Contractor employed by the Supplier shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 50.3 In addition, the Supplier and any Sub-Contractor employed by the Supplier in providing services under this Framework Agreement will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 50.4 The Supplier and any Sub-Contractor employed by the Supplier will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 50.5 In the event of any finding of unlawful discrimination being made against the Supplier or any Sub-Contractor employed by the Supplier during the Term, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Supplier shall inform the Customer of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 50.6 The Supplier and any Sub-Contractor employed by the Supplier will provide a copy of its policies to the Customer at any time upon request. In addition, the Customer may reasonably request other information from time to time for the purpose of assessing the Supplier's compliance with the above conditions.

## **51. HUMAN RIGHTS**

- 51.1 The Supplier shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

## **52. ENTIRE AGREEMENT**

- 52.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **Schedule 5 – Call-Off Terms and Conditions**

52.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Contract, provided that nothing in this clause 50 shall operate to exclude any liability for fraud.

52.3 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the clauses of the Contract;
- (b) the Order Form except Appendices B (Supplier's Tender) and C (Supplemental Tender) to the Order Form;
- (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix B (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender);
- (d) any other document referred to in the clauses of the Contract; and
- (e) Schedule 1, part 2 of the Framework Agreement and Appendix B to the Order Form (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender).

52.4 This Contract may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

### **53. NOTICES**

53.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

53.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by fax or e-mail. Such letters shall be addressed to the other Party in the manner referred to in clause 53.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours in the case of fax or e-

## **Schedule 5 – Call-Off Terms and Conditions**

mail, or sooner where the other Party acknowledges receipt of such letters, fax or e-mail.

53.3 For the purposes of clause 53.2 the address of each Party shall be:

- (a) for the Customer: the address set out in the Order Form.
- (b) for the Supplier: the address set out in the Order Form.

53.4 Either Party may change its address for service by serving a notice in accordance with this clause.

### **54. GOVERNING LAW AND JURISDICTION**

54.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

54.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

### **Authorised to sign for and on behalf of the Customer**

Signature.....

Date.....

Name in capitals.....

**Schedule 5 – Call-Off Terms and Conditions**

Address.....  
.....

**Authorised to sign for and on behalf of the Supplier**

Signature.....

Date.....

Name in capitals.....

Address.....  
.....

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 5 – Call-Off Terms and Conditions**

### **Annex A. Completed Order Form**

#### **Completed Order Form**



**Annex B. Variation Form**

**Variation Form**

**Call-off terms and conditions for services**

[NAME OF LOT]  
.....

**No of Order Form being**

**varied:.....**

**Variation Form**

**No:.....**

**BETWEEN:**

[NAME OF CONTRACTING AUTHORITY] **(the Customer)**

and

[NAME OF SERVICE PROVIDER] **(the Supplier)**

1. The Order is varied as follows: [LIST DETAILS OF THE VARIATION INCLUDING ANY IMPACT ON THE CONTRACT PRICE].
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Authorised to sign for and on behalf of the Customer**

Signature.....

Date.....

Name in capitals.....

Address.....  
.....

**Authorised to sign for and on behalf of the Supplier**

Signature.....

**Schedule 5 – Call-Off Terms and Conditions**

Date.....

Name in capitals.....

Address.....  
.....



## **Tender Response Document**

### **RMCV 021 - A Framework for the Provision of Apprenticeship Training in line with SFA/IFA funding from May 2017 utilising Levy Funding**

Name of TENDERING  
ORGANISATION  
(please insert)

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

# Shropshire Council Tender Response Document

## Contract Description:

### **Provision of Apprenticeship Training in line with SFA/IFA funding from May 2017 utilising Levy Funding**

#### **Information about Shropshire Council requirements for this framework and tender process.**

Shropshire Council is looking to create a framework of providers to deliver apprenticeship training from April 2017. This is in response to the government's reform of apprenticeships and the introduction of the Apprenticeship Levy which will come into effect on 1 April 2017. The council is looking to maximise the use of the Levy pot available across all its service areas whilst also supporting our partners to make use of their own levy pots by accessing our framework of providers.

Shropshire Council has set up a Project Board which oversees the set up and implementation of our response to the Apprenticeship Levy. This Board has representatives from across the council including schools.

The Council is asking organisations to confirm which categories of apprenticeship training they are wishing to be considered for. The framework will be made up of providers who are able to deliver apprenticeships for one or a variety of the following categories:-

#### Categories

Administration	Health and equality
Adult Social Care	Health and Safety
Agriculture, Horticulture, Animal Care and Groundsmanship	Housing
Arts, Events and Production	HR
Cleaning, Estates and Facilities	IT, Media, Communications and Marketing
Coaching, Leadership, Management and Projects	Leisure
Compliance and Legal	Manufacturing and Warehousing
Construction, Planning and the Built Environment	Public and Emergency Services
Customer Services	Retail and Enterprise
Driving and Vehicle Maintenance	Security
Finance	Teaching and Learning
Food and Drink (hospitality)	Youth, Children and early years

Each of the above categories will have multiple sub categories as set out in the Tender documentation. Providers should be able to provide at least several of these sub categories in relation to the lot or lots which they are applying for.

Please see Appendix A for more detail.

We will allow a maximum of 5 providers in each category. The top five scoring providers for each category will be successful. If there are not five providers

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

who tender for a category the contract will be awarded to those who have bid if they meet all pass/fail requirements.

Organisations who are successful in being accepted onto the framework will enter into a Framework Agreement with the Council and then be invited to bid for apprenticeship training when the need is identified. A further stage of competition between providers in the appropriate categories will take place and a separate Call Off Contract will be entered into with the Customer using the Framework. The draft Framework Agreement and Call Off Contract terms are attached. If there is only one provider in a category there will still be a requirement for that organisation to bid for call off contracts.

This further competition bids should be in line with the responses on the tender schedule, particularly regarding value for money. Bids will be considered based upon price as well as value for money, availability, delivery methods, location of delivery, flexibility and convenience and the support of learners' specific needs or requirements. The Board mentioned above will be the ultimate decision maker in awarding these specific call off contracts.

This framework will be available for use by any other local authority, public sector body, education provider (i.e. schools, academies, multi academy trusts, FE and HE) in England who will each enter into their own Call-Off Contracts with the Provider.

Shropshire Council also intend to set up an Apprenticeship Matching Service to its partners and other public sector/education organisations. This will enable the council to provide advice and guidance on matching providers on our framework with apprenticeship needs and the council will charge an administrative fee for doing so.

Shropshire Council withholds the right to remove any provider from the framework if the provider fails to provide value for money or quality delivery, or is removed from the Register of Apprenticeship Training Providers (RoATP).

We are looking to enter into Framework Agreements with providers for an initial period of one year with the option for a three year extension (maximum four years)

## **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact us through our Delta e-tendering Portal
2. 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;

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

- 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. All questions require specific responses from you relating to the organisation named in Section B 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.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	12
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## **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document' The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

**In relation to discretionary exclusion grounds (section B part 3):-**

**Financial viability:** Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

**For other Discretionary exclusion grounds:** If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Please note there is a mandatory requirement for providers to be on the national Register of Apprenticeship Training Providers (RoATP) in order to be part of the framework.

#### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available	
		Value for Money 20% (200 marks)	
Section H / Q 1	Value for money	20%	1,000 max marks
Total for Value for Money			200 max marks
		Quality 80% (800 marks)	
Section H / Q 2.1	Organisation	20%	200 max marks
Section H / Q 2.2	Delivery	20%	200 max marks
Section H / Q 2.3	Support – Learner/Manager	20%	200 max marks
Section H / Q 2.4	Development of Apprenticeships in Shropshire	10%	100 max marks
Section H / Q 2.5	Measurement of Performance	10%	100 max marks
Total for quality			800 max marks

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Please note the questions within the above sections are sub-weighted. The sub weightings are shown against each question in section H.

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:



**The tender receiving the highest initial mark for quality overall will receive the full 80% being 800 final marks available. Other tenders will receive a % (final mark) that reflects the difference in their initial marks between those tenders and the tender receiving the highest initial mark for quality overall.**

#### **Value for Money Evaluation and scoring**

**The tender receiving the highest initial mark for value for money overall will receive the full 20% being 200 final marks available. Other tenders will receive a % (final mark) that reflects the difference in their initial marks between those tenders and the tender receiving the highest initial mark for quality overall.**

#### **Final Selection**

It is the intention of the Council to select a short-list of potential providers after the return of tenders.

Those providers short-listed will be required to attend an assessment centre with the Council – further details will be confirmed during the tendering period. This will take place week commencing 6th March 2017. The assessment centre will be used to validate the answers given within this document. Shropshire Council reserve the right to amend the initial scoring to make a final decision whether the provider is successful in getting on the framework.

The top scoring 5 applicants (if there are 5 available) will be accepted onto the framework for each of the categories of apprenticeships set out on page 2 of this document.

Successful providers onto the framework will be expected to take part in promotional activities from week commencing 13th March 2017 onwards to communicate the levy to employees of Shropshire Council and its partners.

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for the delivery of Apprenticeship Training

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a framework for the supply/provision of Apprenticeship Training at the prices and terms agreed and subject to the terms of the invitation to tender documentation, the framework Agreement and Call-Off Terms and Conditions, copies of which we have received.

Signed ..... Name.....

Date .....

Designation .....

Company.....

Address .....

.....

..... Post Code .....

Tel No ..... Fax No .....

E-mail address .....

Web address .....

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

**Section A:**  
**2. 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 or 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.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

**Section A:**  
**3. 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.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## Section A:

### 4. 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 with any Shropshire Council Elected Councillor or Employee?

**Yes / No**

If yes, please give details:

Name	Relationship

***Please note:***

*This information is collected to enable the Council 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.*

Signed (1) .....	Status.....
Signed (2) .....	Status.....
(For and on behalf of .....)	
Date .....	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## **SECTION B**

### **Standard Selection Questionnaire**

#### **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

#### **Supplier Selection Questions: Part 3**

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

#### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

## Notes for completion

1. The “authority” means 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 supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” 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 authority 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 sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority 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 organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority 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.

<sup>1</sup> See PCR 2015 regulations 71 (8)-(9)

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1 (i)	UKPRN number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:



1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

<sup>2</sup> See EU definition of SME - [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

	named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																													
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																												
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
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### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited 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.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the	Yes <input type="checkbox"/> No <input type="checkbox"/>

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

	organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm 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.	
2.4	<b>Have you applied to be on the Register of Apprenticeship Training Providers (RoATP)?</b>  <i>Note: Only providers who are ultimately accepted on the RoATP will be accepted onto the Framework. This is a mandatory Requirement</i>	<b>YES/NO</b>  <b>Date Applied:</b> _____  <b>Comments:</b>

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is 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.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion.	

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:



Section 6	<b>Technical and Professional Ability</b>
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five 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>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (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 sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence 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 or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ...  No <input type="checkbox"/> Please provide an explanation

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

## 8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>Professional Indemnity Insurance = £2Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
8.2	<b>Skills and Apprentices 4–</b>	
a.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>4</sup> Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/456805/27\\_08\\_15\\_Skills\\_Apprenticeships\\_PPN\\_vfinal.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf)

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

### 8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 8.4 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
----	--	---

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor 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. Please confirm your acceptance of this term by ticking the box below

☐

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

## **Section H:** **Tender Schedule**

**N.B. Each question must be answered fully within this document unless otherwise stated for example, an answer box should not just state ‘as above’. Failure to do so may affect your success of gaining access to the framework.**

Which Categories on our Framework are you applying to provide apprenticeship training for?

Please complete **Appendix A**

When the questions are being marked Shropshire Council will take into consideration the selections made.

In all questions if this related to subcontractors rather than your own organisation then please make this clear where relevant.

<b>1</b>	<b>Value for Money Schedule</b>	<b>Sub weightings</b>
1.1	Please provide details of costs which are not included in the funding band limits that you would apply to the cost of apprenticeship training i.e. enrolment, induction, prior assessment, diagnostic (not an exhaustive list) as detailed in the ‘Draft funding rules for providers (October 2016)’ or subsequent funding rule guidance – add link to web page.	25%
1.2	Please provide details of any other additional costs, not included in the above answer i.e. completion of non-mandatory qualifications to consolidate the apprenticeship learning, networking, manager support.	25%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

Tender Response Document

1.3	Please provide details of payment milestones in relation to 1.1 and 1.2 above i.e. ongoing, completion, achievement.	10%
1.4	<p>Shropshire Council are looking to get best value for money in order to maximise the outcome from the levy funding. For example, we are looking for delivery on site and or where there are large numbers of candidates to be trained for the same / similar apprenticeship?</p> <p>How will you offer any discounts or any other incentives e.g. YES/NO</p> <p>Details:</p>	20%
1.5	If you will be contracting with other organisations for the End Point Assessments how will you ensure we get a fair price and value for money?	20%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

2.	Tender Specification Response	
2.1	Organisation	Sub weightings
2.1.1	<p>Shropshire Council expect that a minimum Ofsted overall effectiveness scoring of 3 will be held by all providers on this framework. Please provide your Ofsted grades for the previous 3 years and specifically the ratings in the following categories along with a copy of your scoring and summary of key findings:</p> <p>Overall Effectiveness  Leadership &amp; Management  Quality of Teaching, Learning &amp; Assessment  Personal Development, Behaviour &amp; Welfare  Outcomes for Children and Other Learners  Apprenticeships</p> <p>N.B. If you have not had an Ofsted inspection please provide grades from, and a copy of, your Self Assessment.</p>	60%
2.1.2	<p>Please indicate who within your organisation would be the dedicated Account Manager and manage apprenticeships for Shropshire Council and its partners, with details of their role(s) and experience (N.B. It is not necessary to answer this on behalf of subcontractors).</p>	10%
2.1.3	<p>Shropshire Council require evidence of a robust provider structure including details of qualifications, industry specific experience and delivery experience for assurance. There is an expectation that these will reflect the categories which the provider is applying to deliver. Please provide an organisation chart/structure for your organisation which has details as above for of all those who will be involved in the delivery of apprenticeship training for Shropshire Council and its partners.</p>	30%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:



2.2	Delivery									
2.2.1	<p>Shropshire Council require delivery to have a high level of convenience, variety and methods to cater for learner’s individual needs in order to reduce incurring any additional costs. What methods of delivery for training do you use for the apprenticeships within this/these categories?</p> <table><tr><td>Face to face – at training centre</td><td>YES/NO</td></tr><tr><td>Face to face at offices in Shropshire</td><td>YES/NO</td></tr><tr><td>Online</td><td>YES/NO</td></tr><tr><td>Other (please specify)</td><td>YES/NO</td></tr></table>	Face to face – at training centre	YES/NO	Face to face at offices in Shropshire	YES/NO	Online	YES/NO	Other (please specify)	YES/NO	40%
Face to face – at training centre	YES/NO									
Face to face at offices in Shropshire	YES/NO									
Online	YES/NO									
Other (please specify)	YES/NO									
2.2.2	<p>Please describe your intakes – are these flexible or do you have set timescales? i.e. roll-on-roll-off, cohorts.</p>	40%								
2.2.3	<p>In relation to the provision of End Point Assessments (either by delivery yourselves or subcontract), please detail what format this will take, including timescales and details of individuals who will undertake this work (if in-house). Shropshire Council would envisage that where this is being subcontracted that the provider can demonstrate good links and relationships with the End Point Assessor (registered on the Apprenticeship Assessment Organisation (AAO)).</p>	20%								

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

2.3	Support (Learner/Manager)	
2.3.1	<p>Learner Support – what additional support and resources will you provide to learners through their apprenticeship journey i.e. networking, learner portals, Coaching?</p> <p>Please give examples:</p>	30%
2.3.2	<p>Shropshire Council want to ensure that its' employees are given clear details of expectations and information regarding the support available to them. How do you document this as part of your Learner Agreements – give examples of these and attach to tender specification</p>	5%
2.3.3	<p>How will you prepare learners for their End Point Assessments? i.e. mock exams, practice questions etc.</p> <p>Please also include details of your relationship with the AAO(s).</p>	40%
2.3.4	<p>How would you as a provider, support our Managers to provide regular feedback and coach apprentices through their training?</p> <p>Please provide examples of where this has been successful.</p>	25%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

2.4	Development of Apprenticeships in Shropshire	
2.4.1	<p>Shropshire Council require providers to demonstrate a knowledge of Shropshire as a county and also of working with Local Authorities. Please outline your understanding of the key issues that face Shropshire Council, how these impact on our workforce and how the use of Apprentices can address this.</p> <p>Illustrate this by detailing previous work for other organisations.</p>	40%
2.4.2	<p>How would you support the council and its partners in the promotion of Apprenticeships at the launch of the Levy and ongoing throughout the life of the framework contract?</p>	20%
2.4.3	<p>How would you support the council and its partners to develop new apprenticeships to meet the needs of the organisations(s) in the future and develop the skills agenda across Shropshire?</p> <p>Please provide examples of organisations where you have done this previously where this has been a success (if applicable)</p>	20%
2.4.4	<p>How would you ensure that you or your supply chain (where applicable) supports Shropshire Council in achieving social value in line with its social value framework?</p>	20%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:

2.5	Measurement of Performance	
2.5.1	How would you demonstrate your KPI performance (including frequency) via the framework to Shropshire Council and its partners to give robust detail and assurance?	50%
2.5.2	Please provide evidence of KPI reporting on apprenticeship performance to demonstrate value for money and performance for your organisation for the last 2 years. This should include 'starts: achievers' information and 'starts: completion' within anticipated end date information as a minimum.	50%

PLEASE INSERT NAME OF TENDERING ORGANISATION HERE:



## **INSTRUCTIONS FOR TENDERING**

**RMCV 021 - A FRAMEWORK FOR  
THE PROVISION OF  
APPRENTICESHIP TRAINING IN  
LINE WITH SFA/IFA FUNDING  
FROM MAY 2017 UTILISING  
LEVY FUNDING**

## **Shropshire Council Instructions for tendering**

### **Contract Description**

Provision of Apprenticeship Training in line with SFA/IFA funding from May 2017 utilising Levy Funding

Information about Shropshire Council requirements for this framework and tender process.

Shropshire Council is looking to create a framework of providers to deliver apprenticeship training from April 2017. This is in response to the government's reform of apprenticeships and the introduction of the Apprenticeship Levy which will come into effect on 1 April 2017. The council is looking to maximise the use of the Levy pot available across all its service areas whilst also supporting our partners to make use of their own levy pots by accessing our framework of providers.

Shropshire Council has set up a Project Board which oversees the set up and implementation of our response to the Apprenticeship Levy. This Board has representatives from across the council including schools.

The Council is asking organisations to confirm which categories of apprenticeship training they are wishing to be considered for. The framework will be made up of providers who are able to deliver apprenticeships for one or a variety of the following categories:-

#### **Categories**

Administration Health and equality  
Adult Social Care  
Agriculture, Horticulture, Animal Care and Groundsmanship  
Arts, Events and Production  
Cleaning, Estates and Facilities  
Coaching, Leadership, Management and Projects  
Compliance and Legal  
Construction, Planning and the Built Environment  
Customer Services  
Driving and Vehicle Maintenance  
Finance  
Food and Drink (hospitality)  
Health and Safety  
Housing  
HR  
IT, Media, Communications and Marketing  
Leisure  
Manufacturing and Warehousing  
Public and Emergency Services  
Retail and Enterprise  
Security  
Teaching and Learning  
Youth, Children and early years

Each of the above categories will have multiple sub categories as set out in the Tender documentation. Providers should be able to provide at least several of these sub categories in relation to the lot or lots which they are applying for.

Please see Appendix A for more detail.

We will allow a maximum of 5 providers in each category. The top five scoring providers for each category will be successful. If there are not five providers who tender for a category the contract will be awarded to those who have bid if they meet all pass/fail requirements.

Organisations who are successful in being accepted onto the framework will enter into a Framework Agreement with the Council and then be invited to bid for apprenticeship training when the need is identified. A further stage of competition between providers in the appropriate categories will take place and a separate Call Off Contract will be entered into with the Customer using the Framework. The draft Framework Agreement and Call Off Contract terms are attached. If there is only one provider in a category there will still be a requirement for that organisation to bid for call off contracts.

This further competition bids should be in line with the responses on the tender schedule, particularly regarding value for money. Bids will be considered based upon price as well as value for money, availability, delivery methods, location of delivery, flexibility and convenience and the support of learners' specific needs or requirements. The Board mentioned above will be the ultimate decision maker in awarding these specific call off contracts.

This framework will be available for use by any other local authority, public sector body, education provider (i.e. schools, academies, multi academy trusts, FE and HE) in England who will each enter into their own Call-Off Contracts with the Provider.

Shropshire Council also intend to set up an Apprenticeship Matching Service to its partners and other public sector/education organisations. This will enable the council to provide advice and guidance on matching providers on our framework with apprenticeship needs and the council will charge an administrative fee for doing so.

Shropshire Council withholds the right to remove any provider from the framework if the provider fails to provide value for money or quality delivery, or is removed from the Register of Apprenticeship Training Providers (RoATP).

We are looking to enter into Framework Agreements with providers for an initial period of one year with the option for a three year extension (maximum four years)

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## **1.0      Invitation to Tender**



- 1.1 You are invited to tender for a framework of service providers in specific categories of apprenticeship training in line with SFA/IFA funding from May 2017 utilising levy funding who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of one year commencing on 1st April 2017 with the option for up to 3 further 12 month extensions.
- 1.2 Tenders are to be submitted in accordance with the Framework Terms and Conditions and Call off Agreement provided 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 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 the tender 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

## **2.2 Terms and Conditions**

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Framework Terms and Conditions and Call off Agreement provided 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 form part of a framework of service providers and will be required to provide quotes for individual apprenticeship training in relation to the lots and

sub categories for which they are accepted onto the framework when the need is identified in accordance with the contract throughout the duration of the framework agreement.

### **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 shall 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 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, Monday 6 February 2017**.
- 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 Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 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.

## **7.0 Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **30<sup>th</sup> January 2017**.
- 7.5** 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.
- 7.6** 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 howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

## **9.0 Confidentiality**

- 9.1** 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.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** 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.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
  - 9.4.1** 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;
  - 9.4.2** 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
  - 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
  - 9.5.1** 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
  - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
  - 9.5.3** 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
  - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** 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.

## **9.7 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.

## **10.0 Freedom of Information**

- 10.1** 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.
- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** 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>

## **11.0 Disqualification**

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

- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach or is guilty of Bribery and Corruption or of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** 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.
- 11.1.4** 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.
- 11.2** 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.
- 11.3** 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.

## **12.0 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.

### **13.0 Award of Contract**

#### **13.1 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.

#### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) 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.

#### **13.3 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.

### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

### **15.0 Acceptance**

**15.1** 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.

**15.2** The Tender documentation including, the Framework Terms and Conditions of Contract, The Call Off Agreement, the Tender Response document, these Instructions to Tender, will form a binding agreement between the Contractor and the Council once executed. If accepted, the Contractor will form part of a framework of service providers who will be asked to quote as appropriate for apprenticeship training throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

**15.3** Please note, if accepted onto the framework, the prices tendered by you will be

used as a benchmark against the prices you quote for apprenticeship training. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general.

- 15.4** All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.
- 15.5** Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.
- 15.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the framework arrangement being **1<sup>st</sup> April 2017**.

#### **16.0 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.

#### **17.0 Liability of Council**

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** 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.
- 17.3** 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.
- 17.4** 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.
- 17.5** 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.

**18.0**

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

**19.0 Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....



personal info

County Training - Part of Herefordshire & Ludlow College  
Group  
Ludlow College  
Castle Square  
Ludlow,  
Shropshire  
SY8 1 GD

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

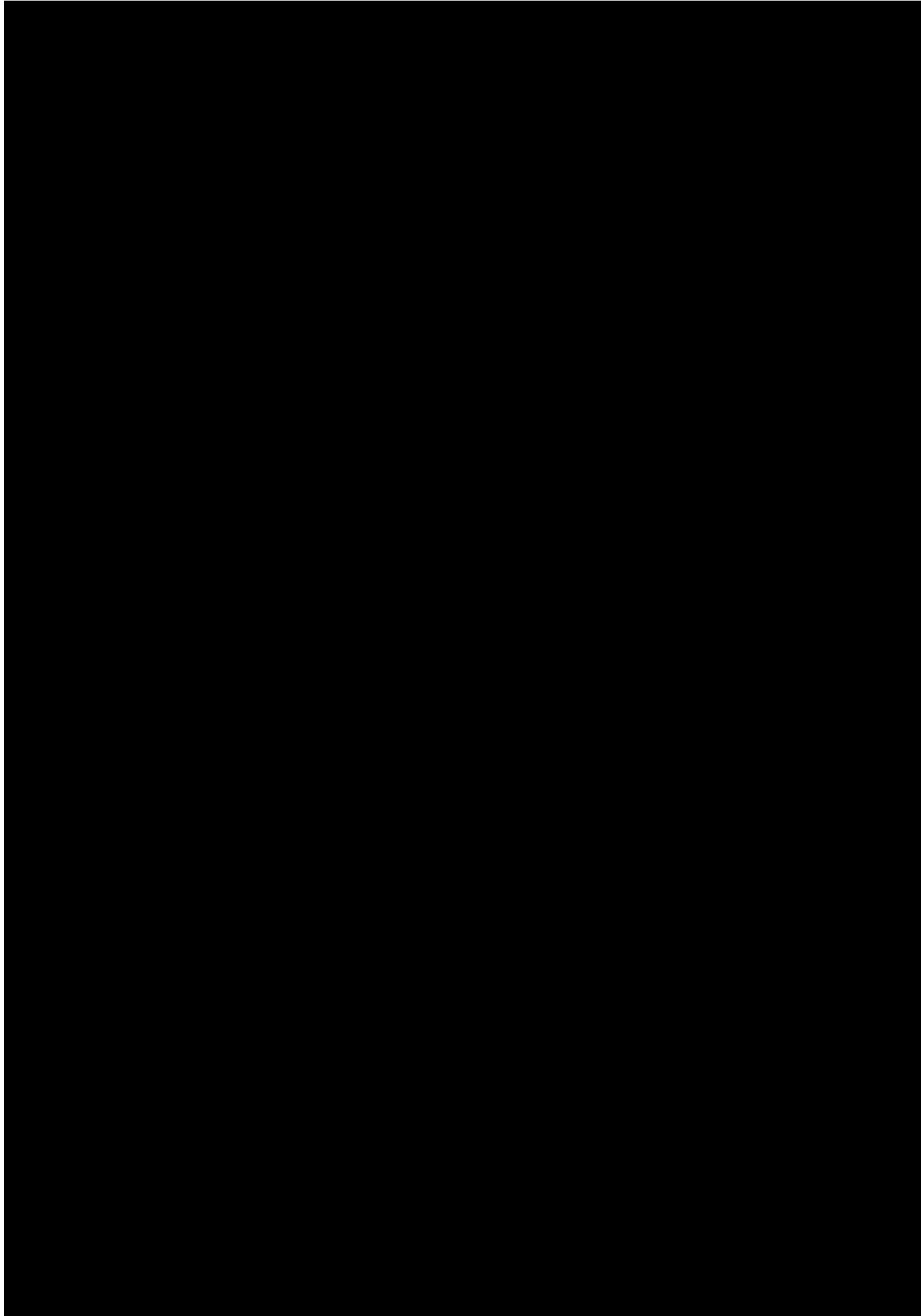
Lot 1	Administration
Lot 2	Adult Social Care
Lot 6	Coaching, Leadership, Management and Projects
Lot 8	Construction, Planning and the Built Environment
Lot 10	Driving and Vehicle Maintenance
Lot 12	Food and Drink (hospitality)
Lot 15	Housing
Lot 17	IT, Media, Communications and Marketing
Lot 19	Manufacturing and Warehousing
Lot 20	Public and Emergency Services
Lot 21	Retail and Enterprise
Lot 23	Teaching and Learning
Lot 24	Youth, Children and early years

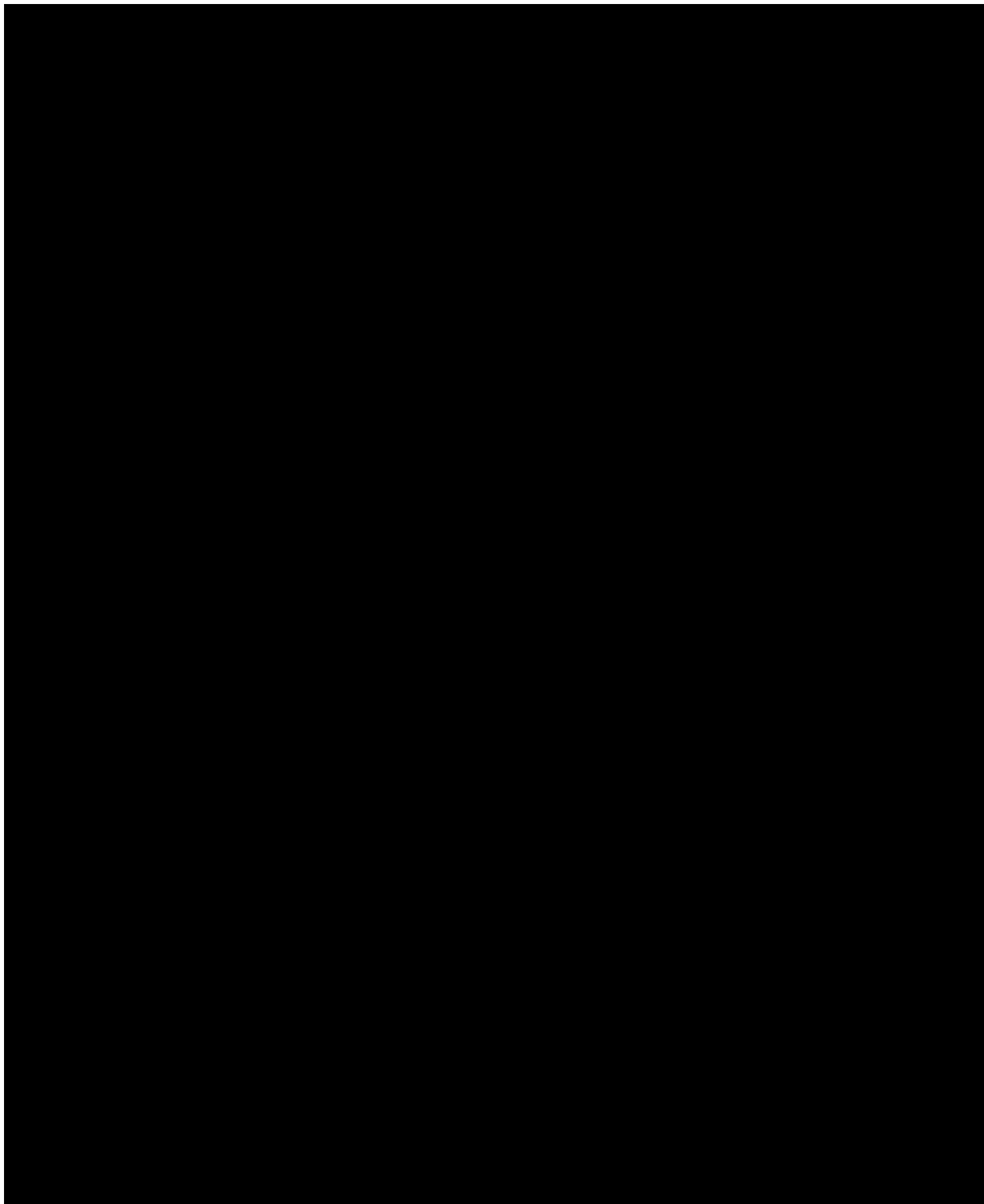
However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 3<sup>rd</sup> April 2017.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework after the expiry of the standstill period.

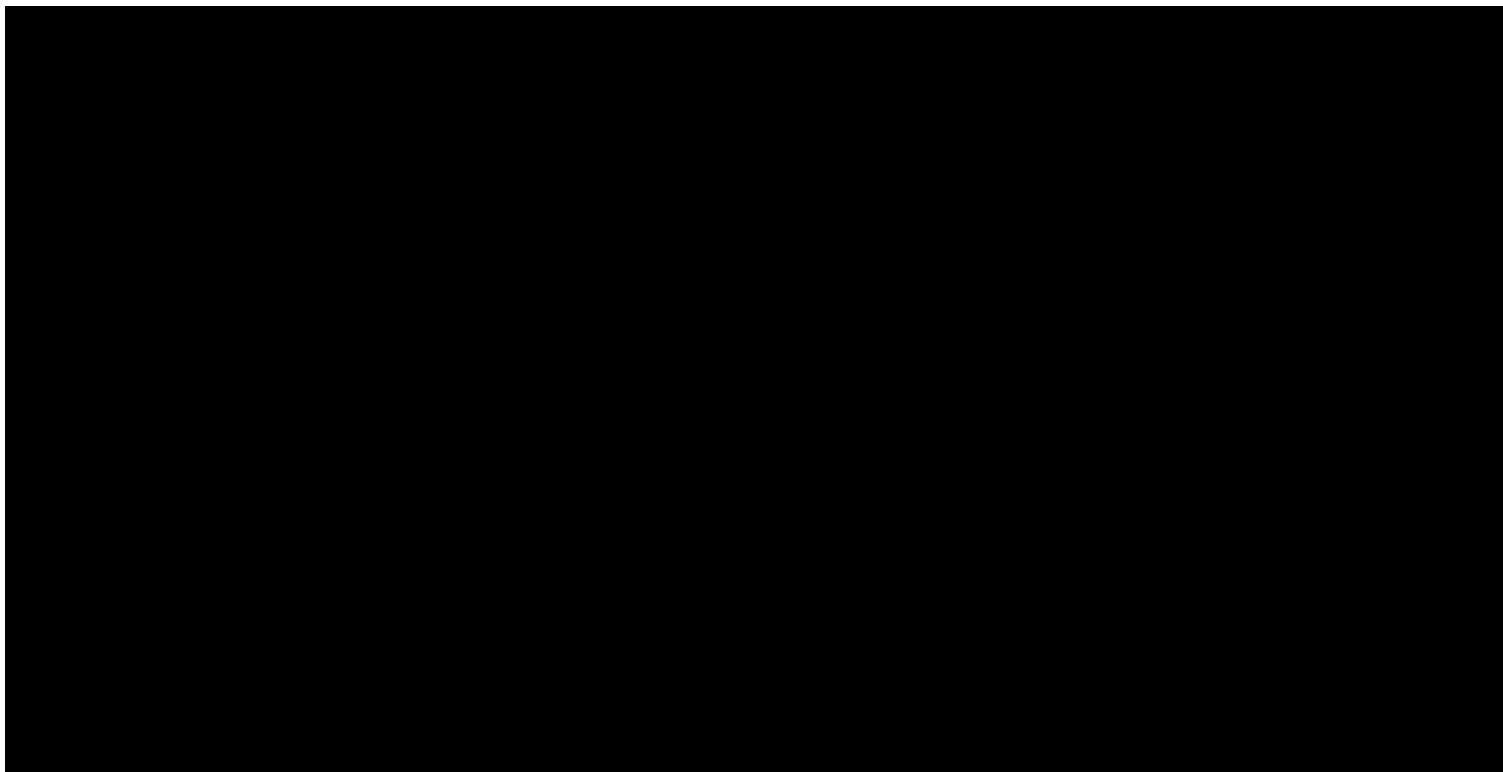
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.





commercial info



Please note if you applied for any further lots you will receive separate notification if you were unsuccessful.

As you have been successful in entering onto our framework of providers for the delivery of apprenticeship training, we would like to invite you to attend the promotional events as set out below.

### **Staff Briefings/Roadshows**

#### **Jupiter House, Shrewsbury Business Park**

Thursday 6th April 11.30am to 2.00 pm

#### **First Floor Foyer & Council Chamber, Shirehall, Shrewsbury**

Friday 7th April 08:00 to 12.00

Thursday 13th April 11:30 to 14:00

Tuesday 18th April 11:30 to 14:00

Friday 12th May 11:30 to 14:00

Monday 15th May 11:30 to 14:00

It is important that Shropshire Council can engage with its employees and promote the benefits of apprenticeships as a means of professional development and training in order to maximise the use of the levy fund.

These staff roadshows are an opportunity for you to showcase your offer and meet some of Shropshire Council's staff, letting them know what is available to them and busting any preconceived misconceptions about apprenticeships.

We ask that you confirm your attendance at the above roadshows by **Friday 31<sup>st</sup> March 2017** at the latest to [REDACTED] and we will then send you directions and set up details.



personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully

A black rectangular box redacting the signature of the Director of Commissioning.

Director of Commissioning

A black rectangular box redacting the signature of the Head of HR & Development.

Head of HR & Development



personal info

Enabling Development Opportunities Ltd  
Ascot 5, Centrix House  
Key's Park Village  
Key's Park Road  
Hednesford  
WS12 2HA  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Emailed to: [REDACTED]

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

### **SUBJECT TO CONTRACT**

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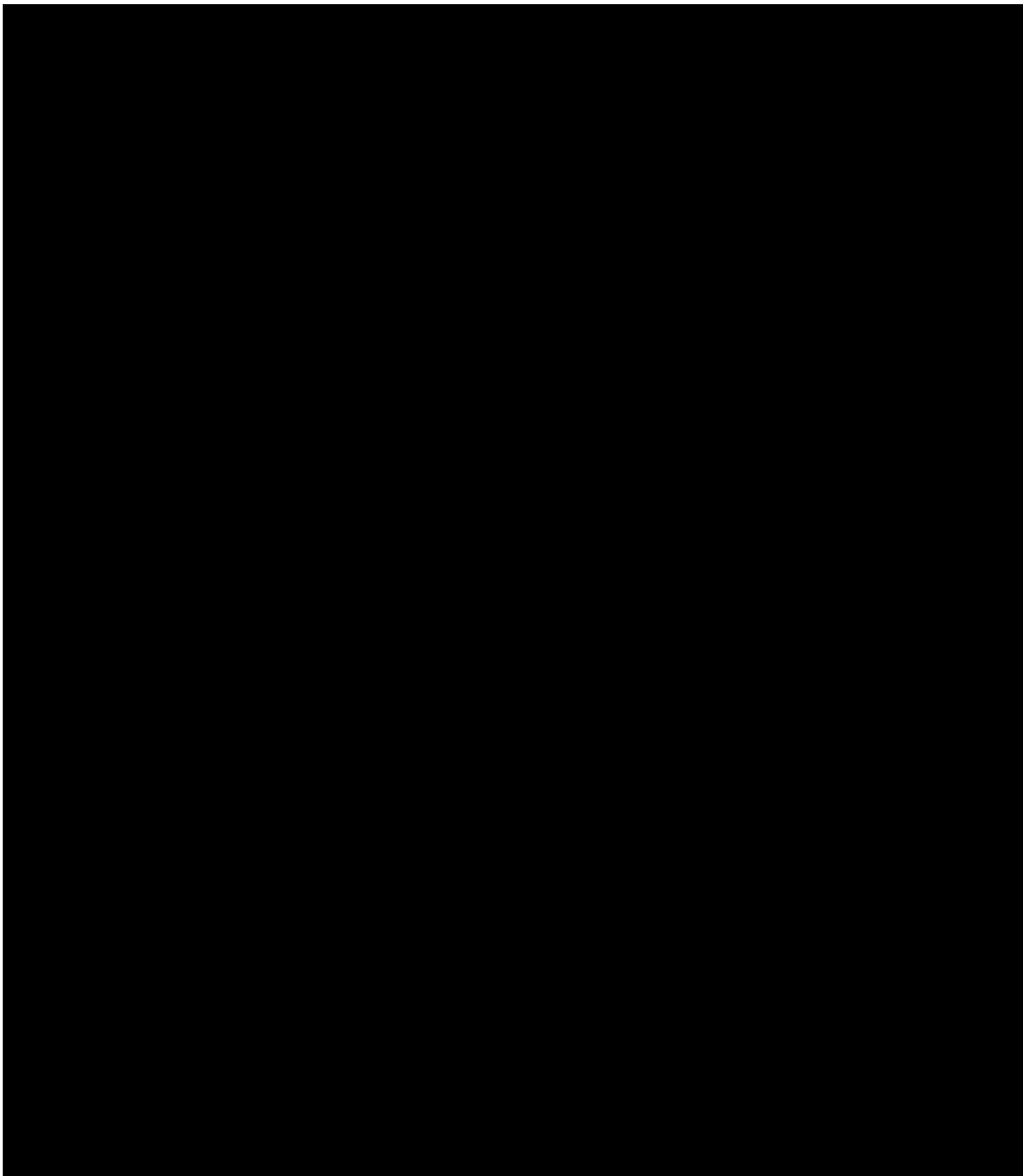
Lot 24	Youth, Children and early years
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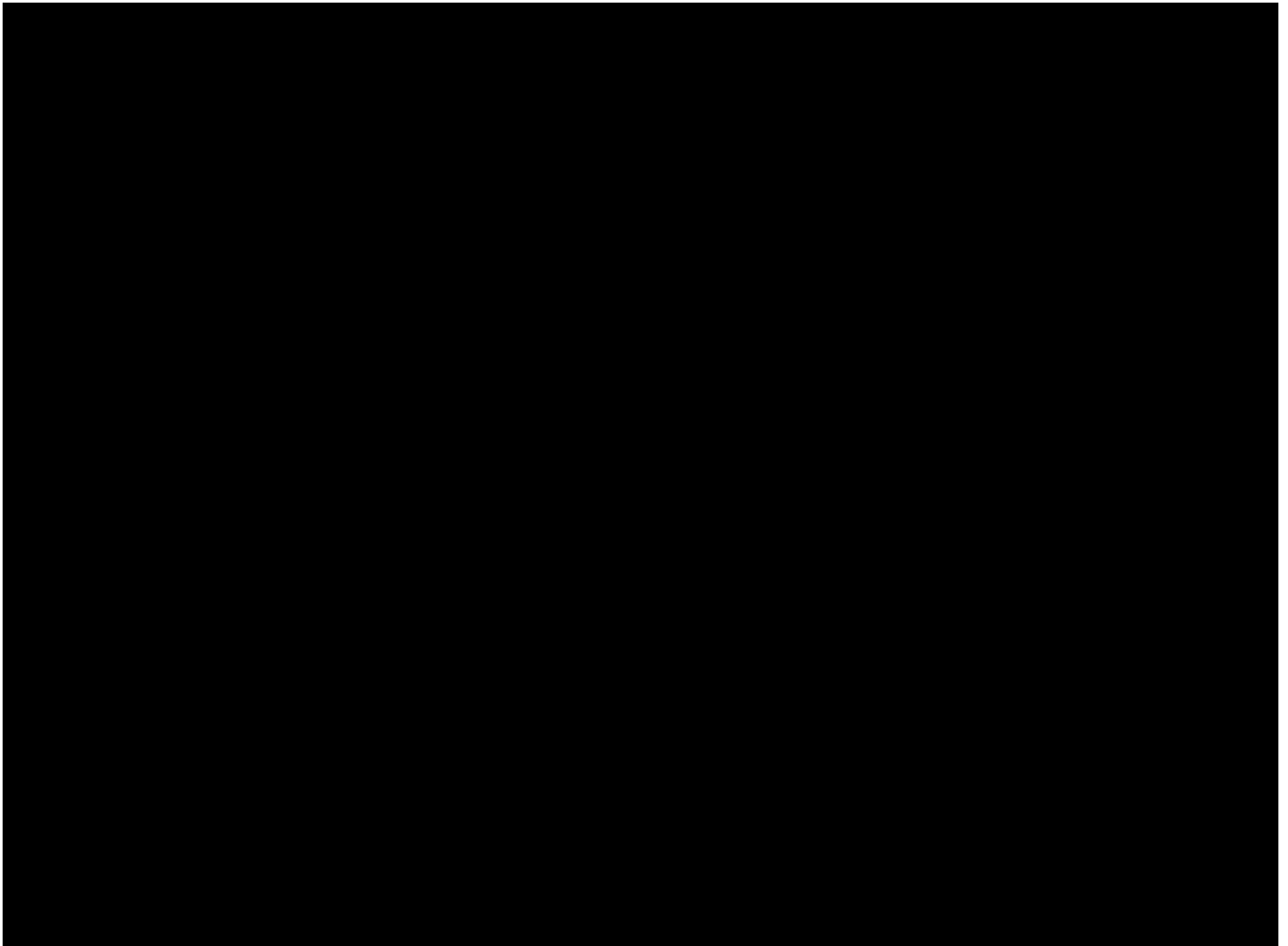
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework/contract after the expiry of the standstill period.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.



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Please note if you applied for any further lots you will receive separate notification if you have been unsuccessful.

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commercial & personal info

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We will be in touch with you again at the end of the standstill period.

Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

Entrust Support Services Limited  
Riverway Centre  
Riverway  
Stafford  
ST16 3TH

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

Lot 5	Cleaning, Estates and Facilities
Lot 9	Customer Services
Lot 11	Finance
Lot 16	HR
Lot 17	IT, Media, Communications and Marketing
Lot 18	Leisure
Lot 19	Manufacturing and Warehousing
Lot 20	Public and Emergency Services
Lot 24	Youth, Children and early years

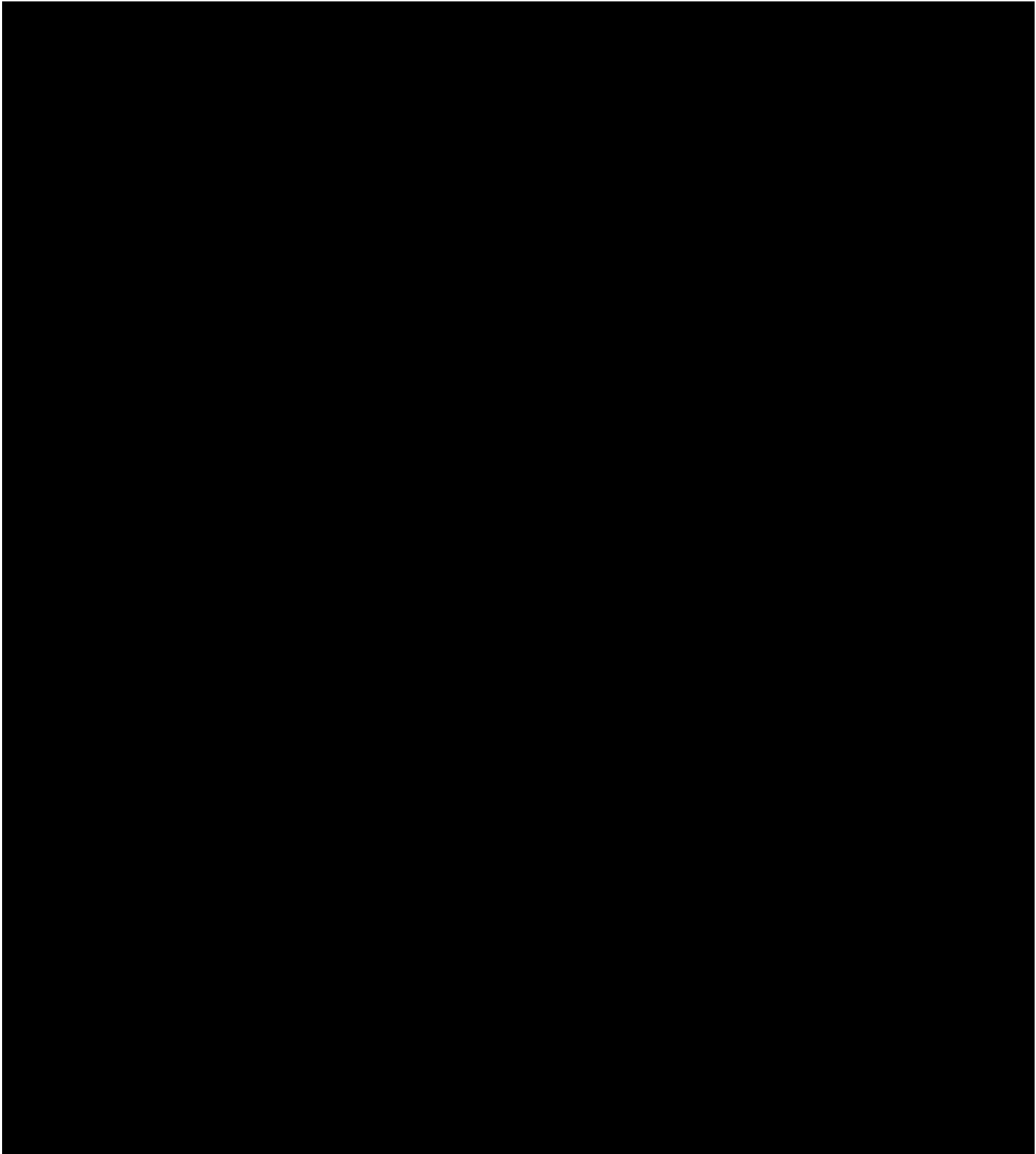
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The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

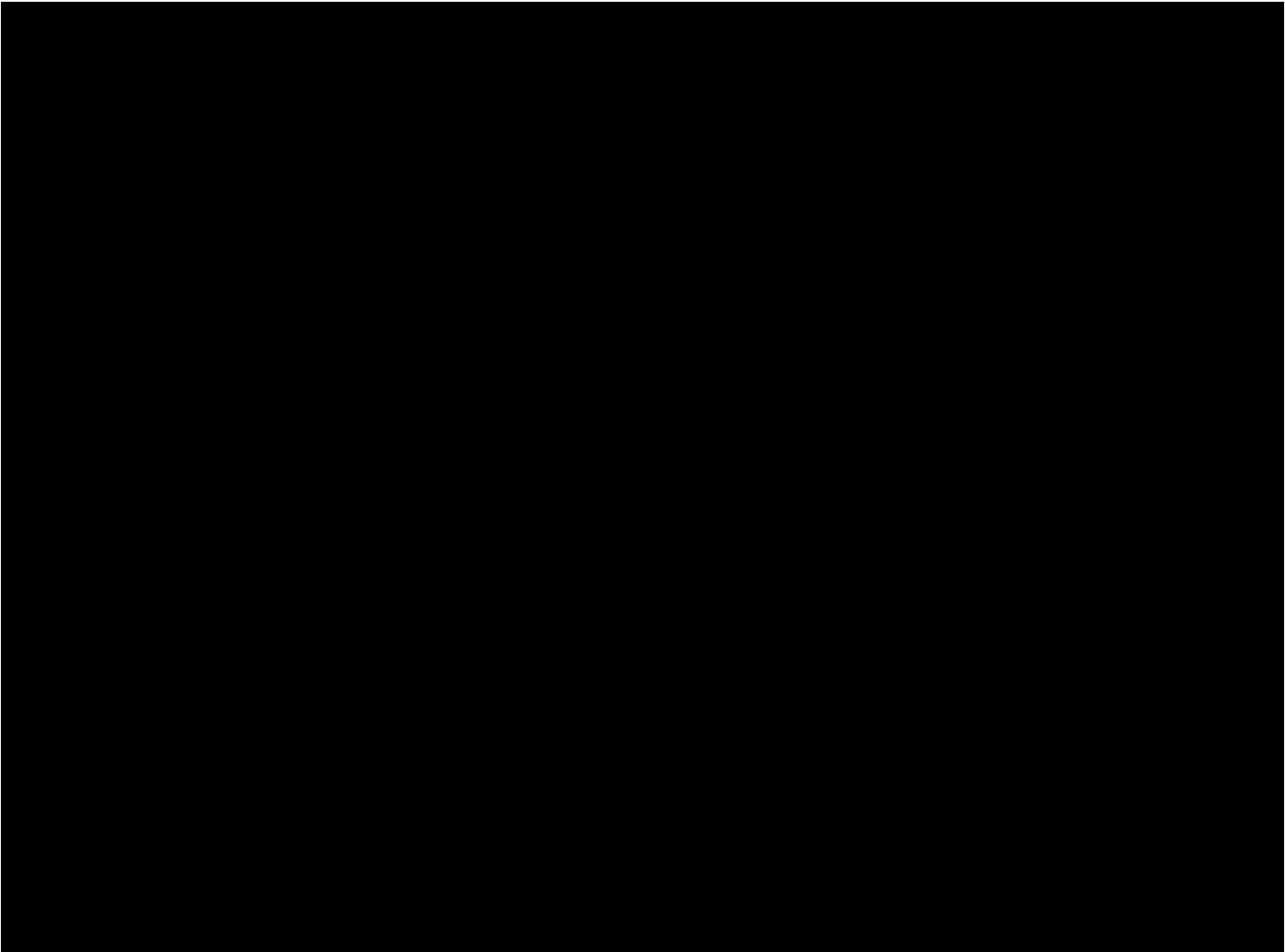
commercial info

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.





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commercial & personal info

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Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

In-Comm Training & Business Services Ltd  
12 Vigo Place  
Aldridge  
Walsall  
WS9 8UG

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

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We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

Lot 7	Compliance and Legal
Lot 10	Driving and Vehicle Maintenance
Lot 11	Finance
Lot 20	Public and Emergency Services

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[The following text is a dense, illegible block of characters and symbols, likely representing a corrupted or redacted document. It contains no meaningful information.]

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office for National Statistics 1999). The number of people aged 85 and over has increased by 0.5 million in the same period.

There is a growing awareness of the need to develop services to meet the needs of the ageing population. The Department of Health (1999) has published a strategy for ageing, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: (1) to ensure that older people are able to live independently and actively; (2) to ensure that older people are able to access the services they need; and (3) to ensure that older people are able to participate in the decisions that affect their lives.

The strategy is based on the following assumptions: (1) that older people are a diverse group with different needs; (2) that older people are able to live independently and actively; (3) that older people are able to access the services they need; and (4) that older people are able to participate in the decisions that affect their lives. The strategy is based on the following principles: (1) to ensure that older people are able to live independently and actively; (2) to ensure that older people are able to access the services they need; and (3) to ensure that older people are able to participate in the decisions that affect their lives.

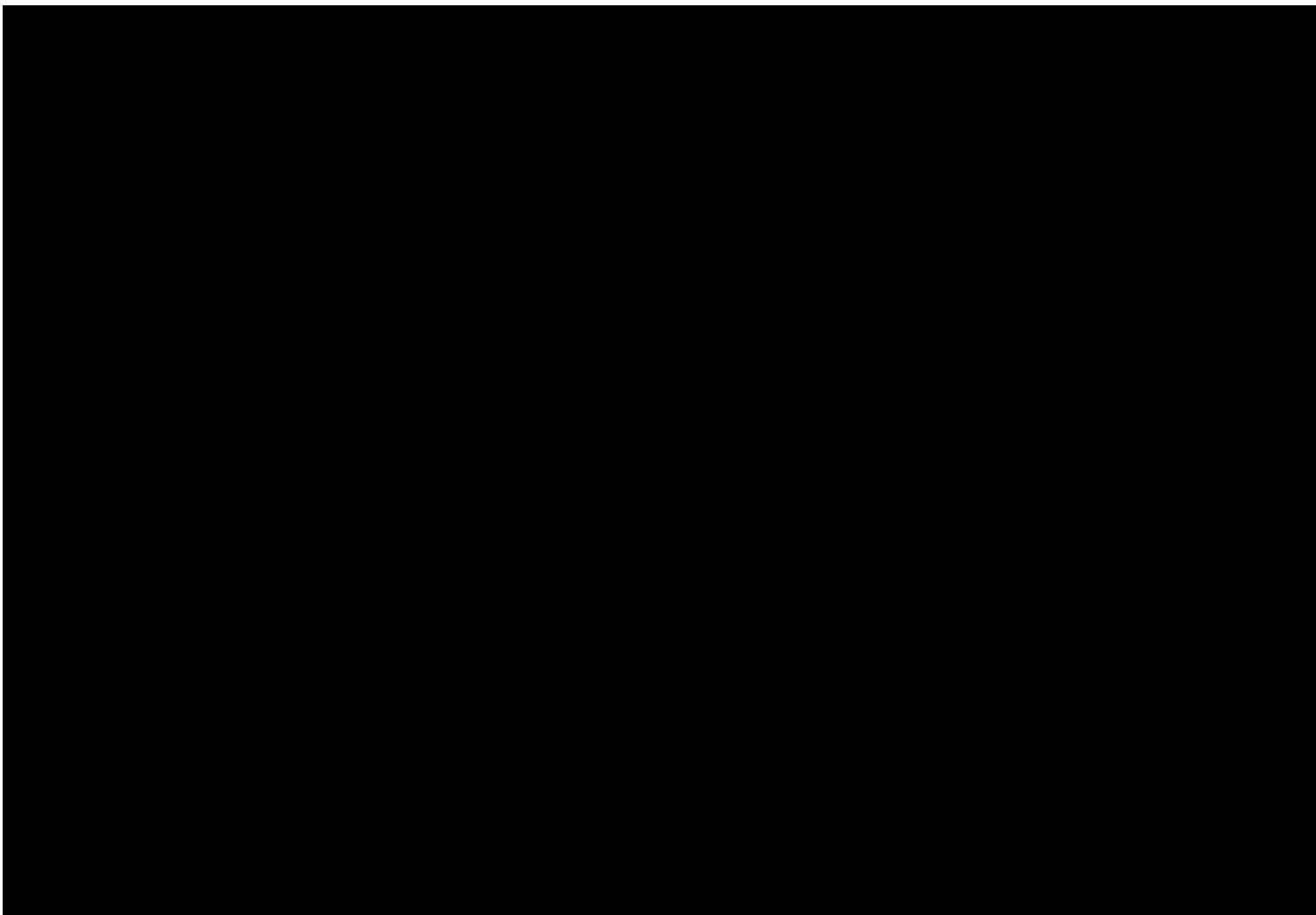
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commercial & personal info

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We will be in touch with you again at the end of the standstill period.

Yours faithfully

[REDACTED]





personal info

Lifetime Training Group Ltd  
Clifton Heights  
Triangle West  
Bristol  
BS8 1EJ  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

### **SUBJECT TO CONTRACT**

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We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

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Lot 9	Customer Services
Lot 11	Finance
Lot 12	Food and Drink (hospitality)
Lot 13	Health and equality
Lot 15	Housing
Lot 16	HR
Lot 17	IT, Media, Communications and Marketing
Lot 18	Leisure
Lot 19	Manufacturing & Warehousing
Lot 21	Retail and Enterprise
Lot 23	Teaching and Learning
Lot 24	Youth, Children and early years

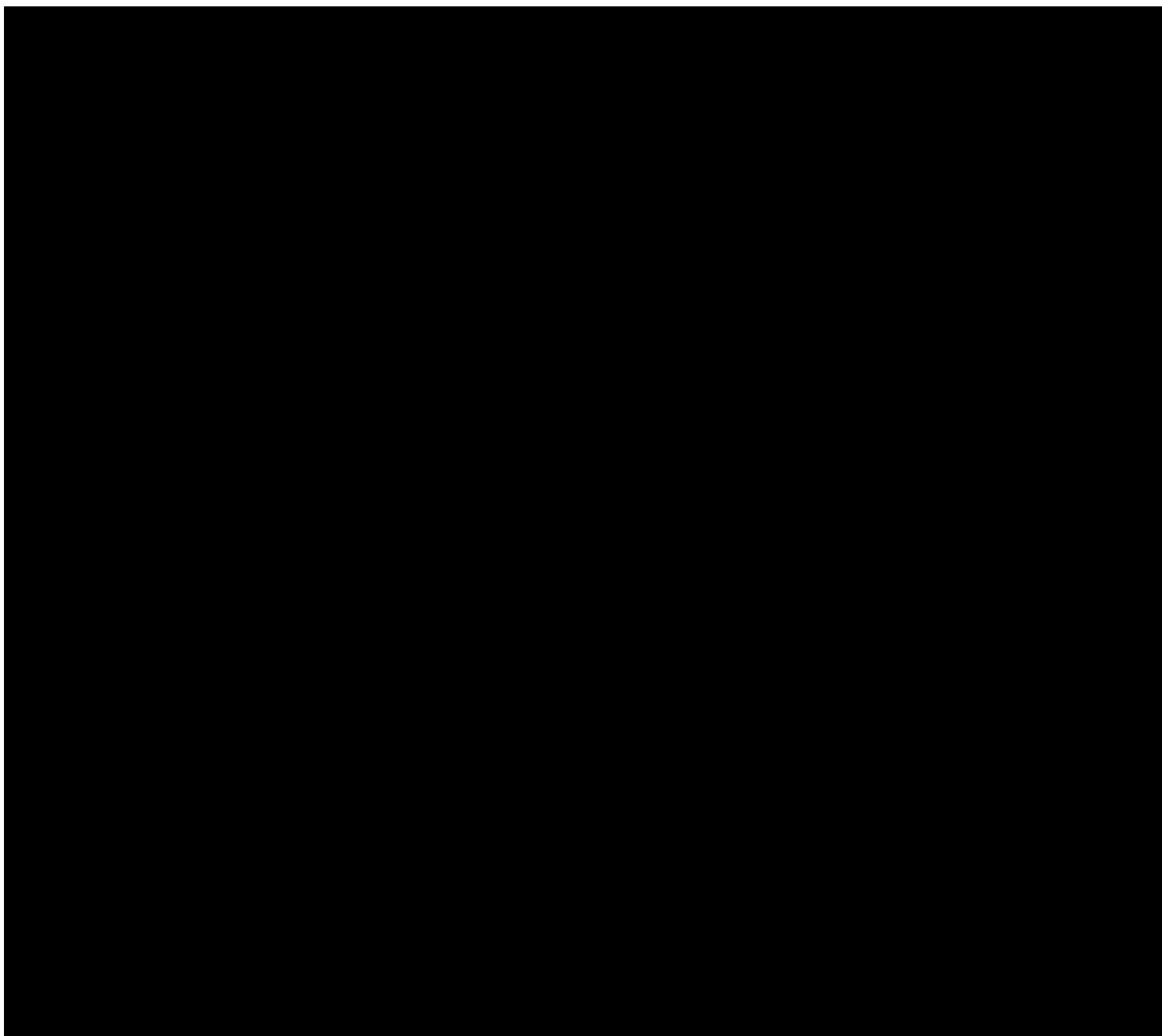
commercial info

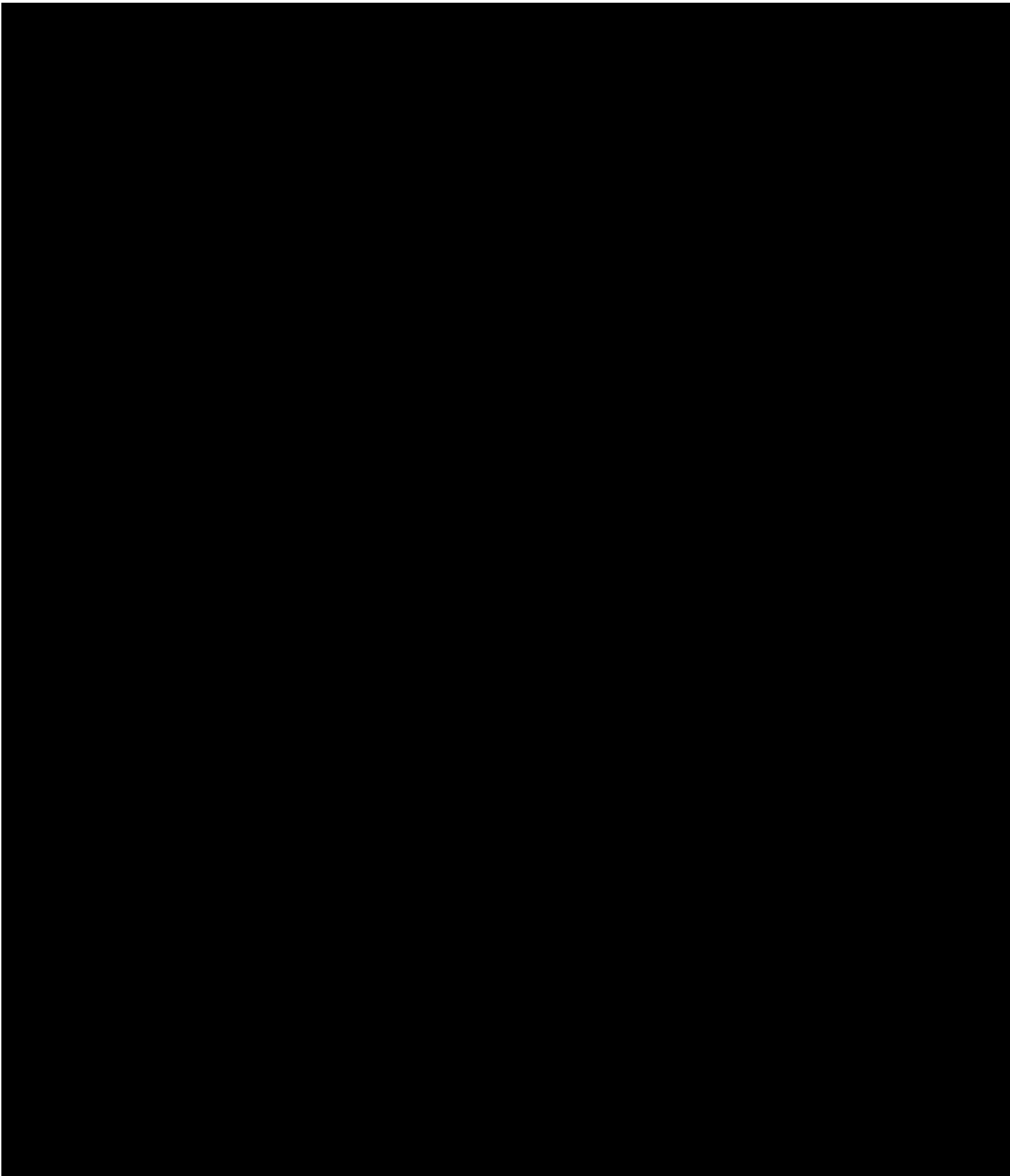
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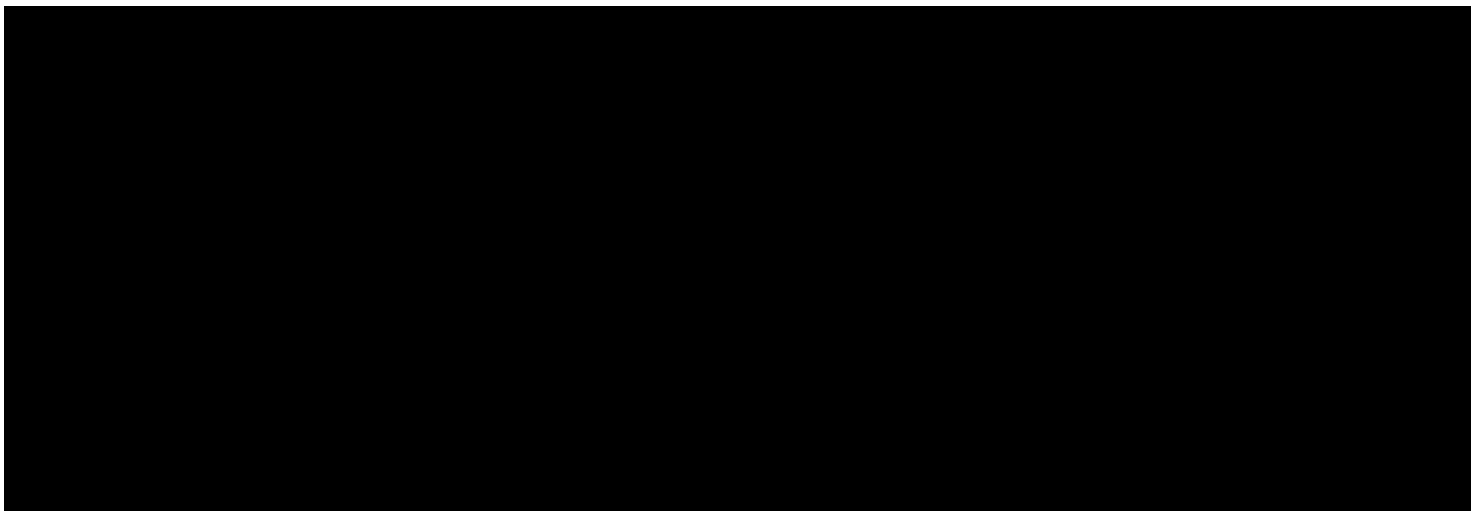
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.





1. *Introduction*  
 2. *Background*  
 3. *Methodology*  
 4. *Results*  
 5. *Discussion*  
 6. *Conclusion*  
 7. *References*  
 8. *Appendix*  
 9. *Figure 1*  
 10. *Figure 2*  
 11. *Figure 3*  
 12. *Figure 4*  
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personal info

Yours faithfully

  
Director of Commissioning

  
Head of HR & Development



personal info

New College Telford  
King Street  
Wellington  
Telford  
TF1 1NY

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

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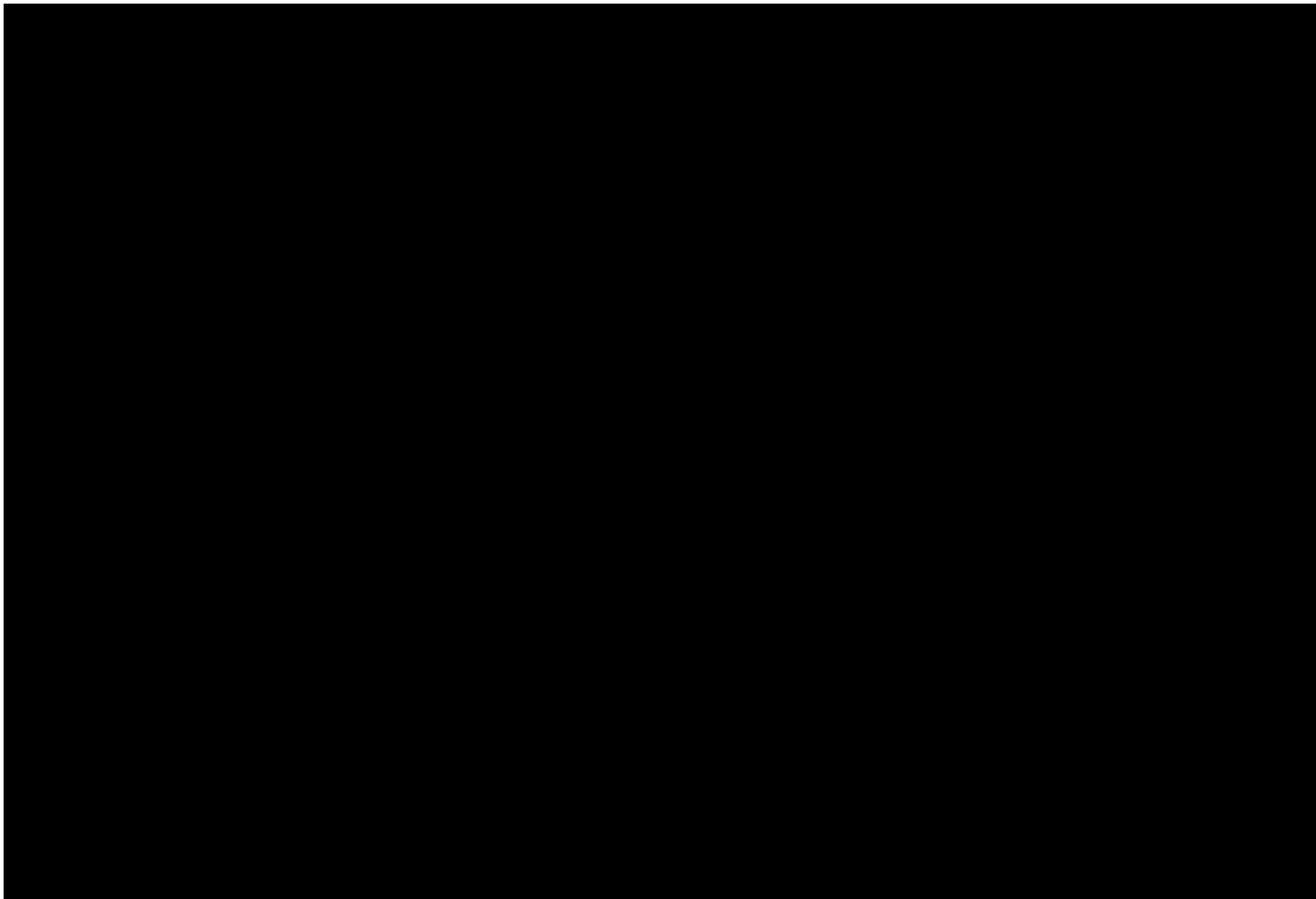
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1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.





commercial info



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Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

North Shropshire College  
Oswestry Campus  
Shrewsbury Road  
Oswestry  
SY11 4QB  
[REDACTED]  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

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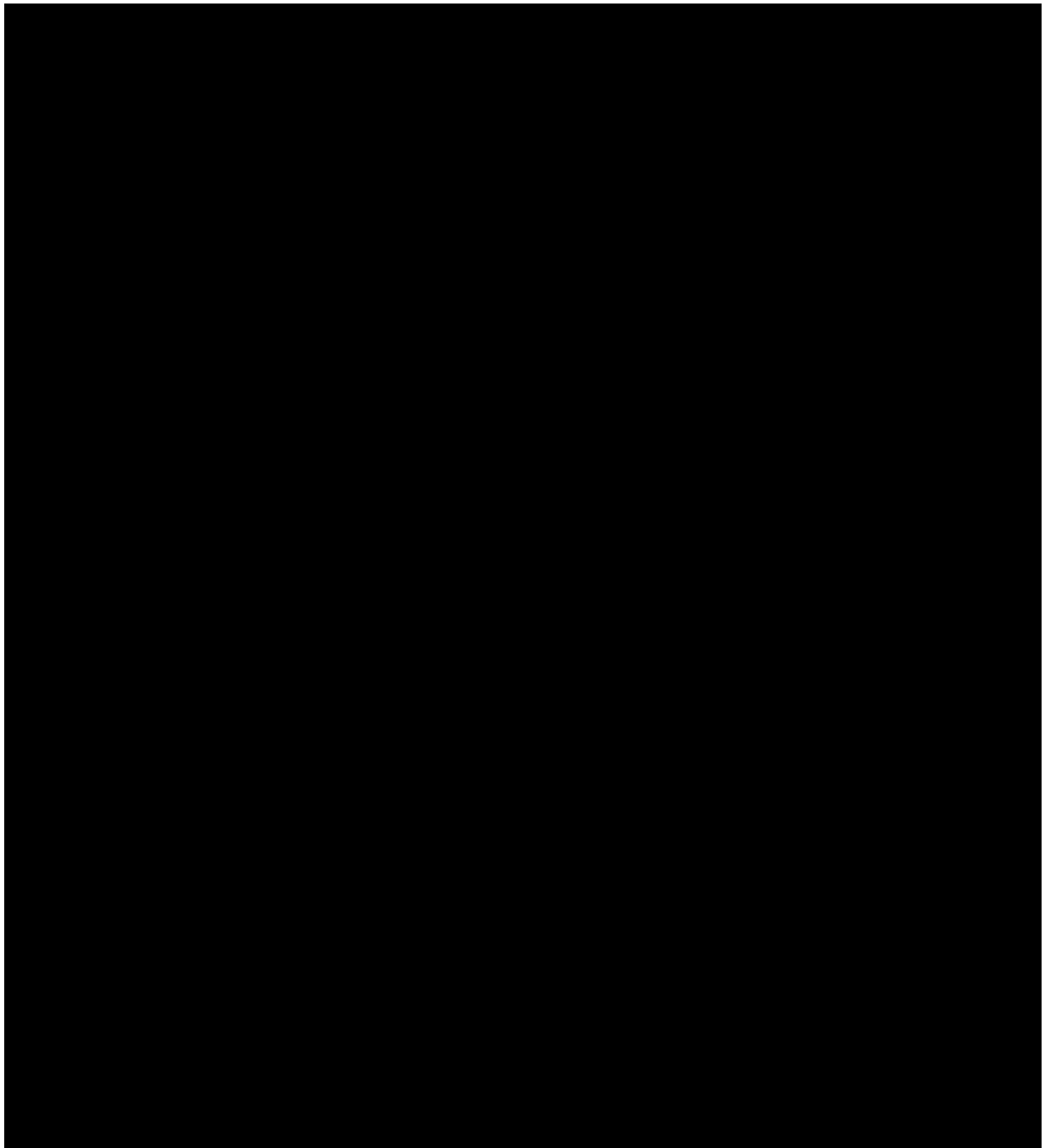
Lot 3	Agriculture, Horticulture, Animal Care and Groundsmanship
Lot 4	Arts, Events and Production
Lot 7	Compliance and Legal
Lot 8	Construction, Planning and the Built Environment
Lot 22	Security

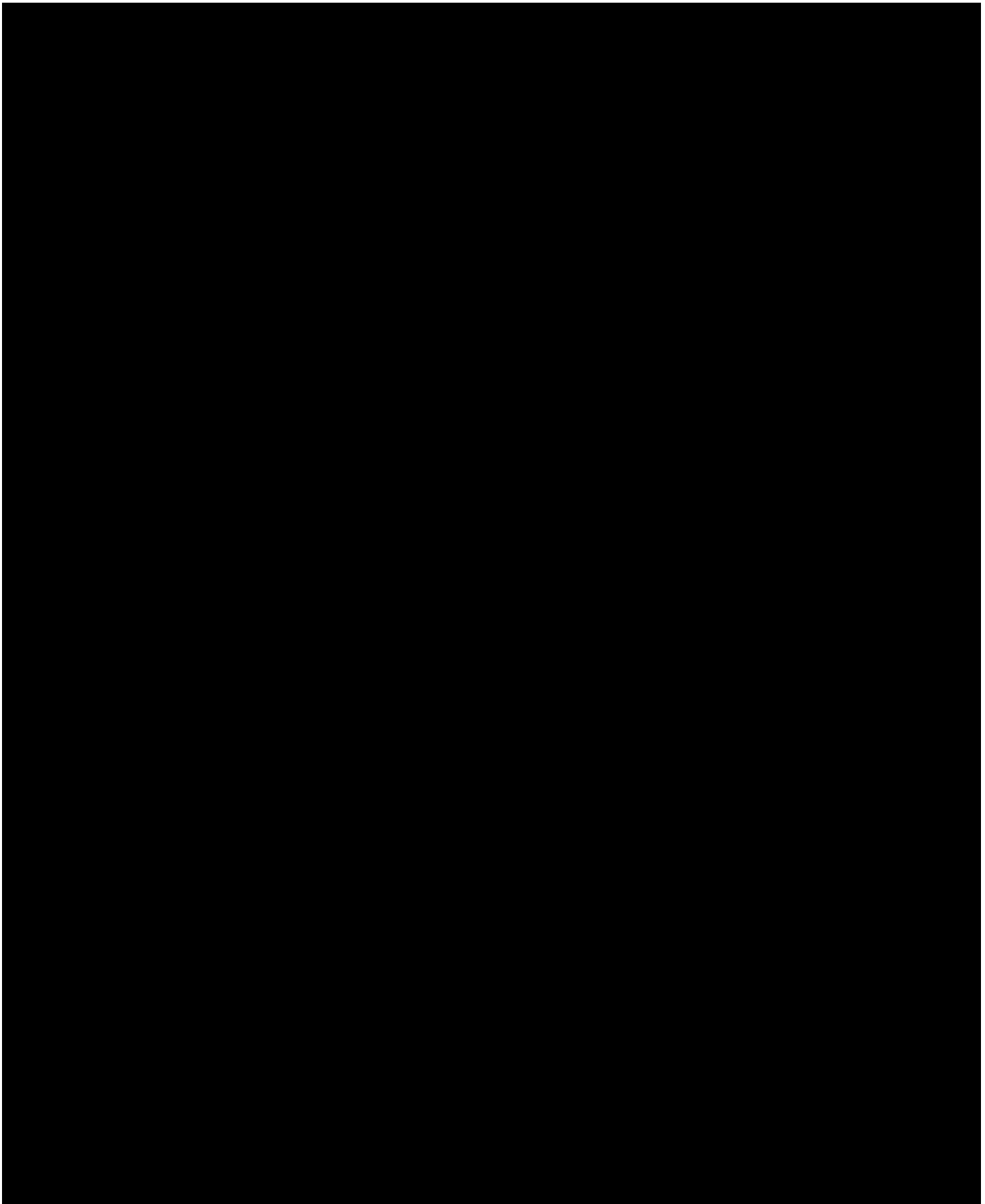
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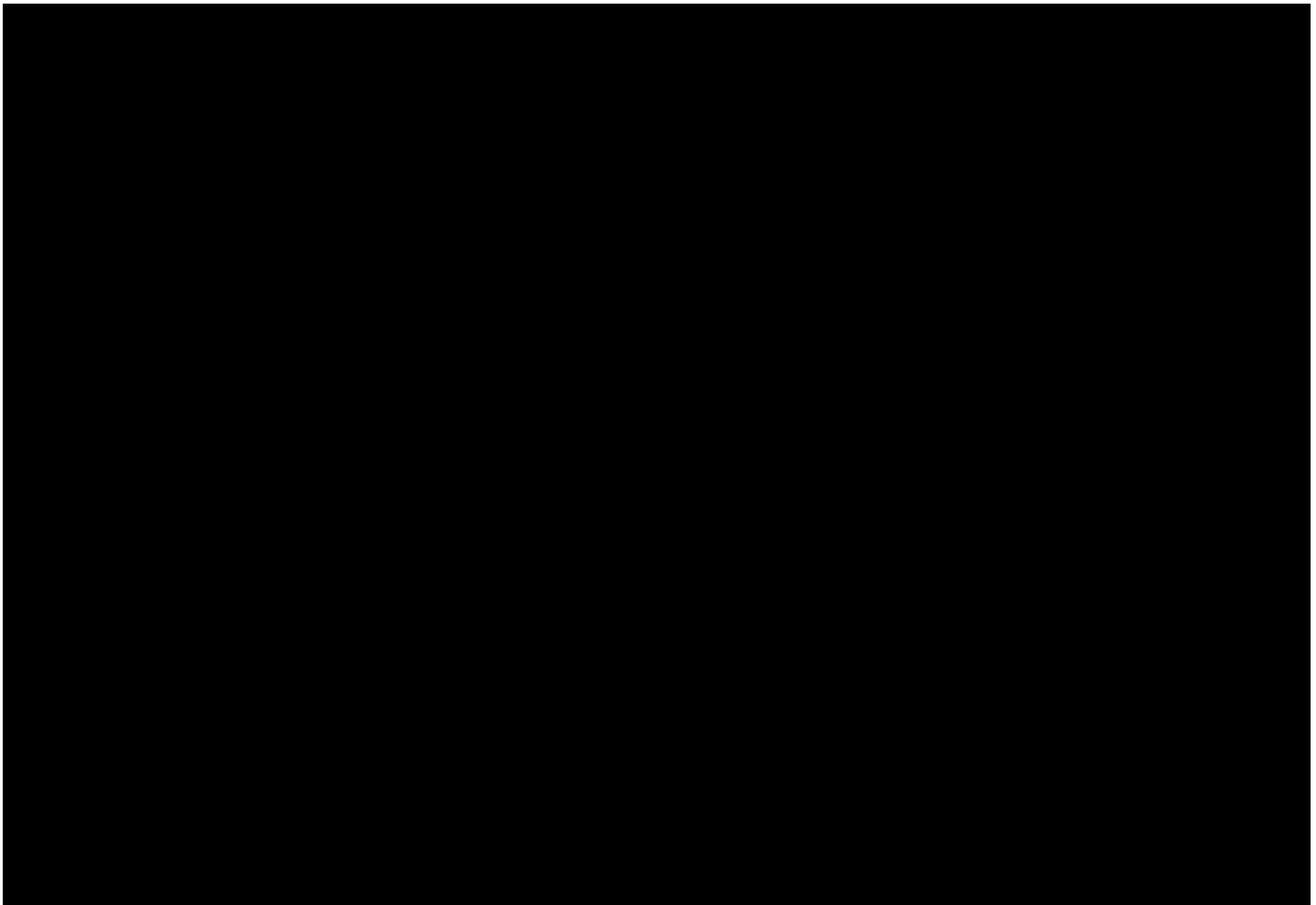
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Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development





personal info

People Plus Group Ltd  
Unit 1 Meteor Park,  
Argyle Street  
Aston  
Birmingham  
B7 5TE

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

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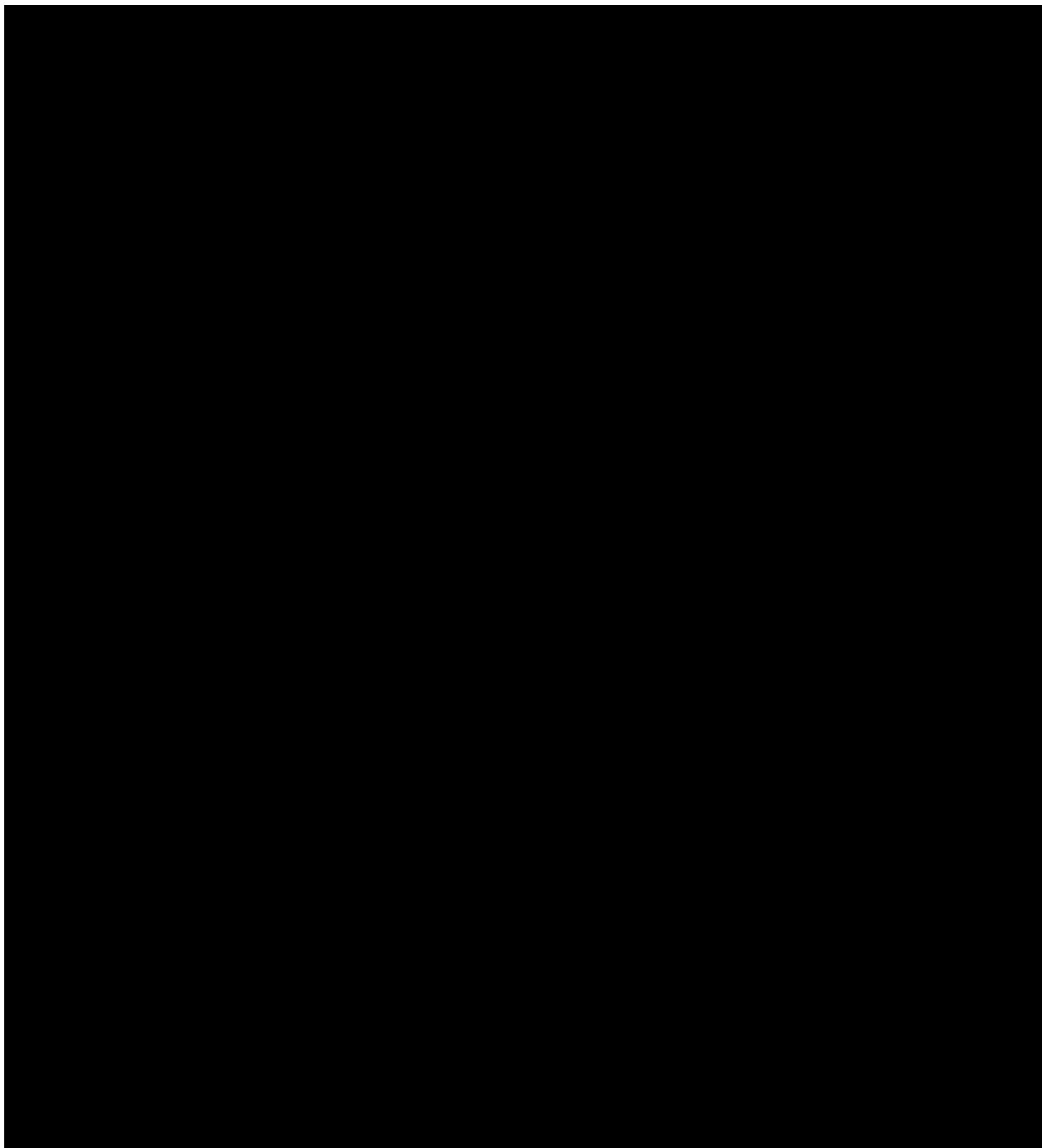
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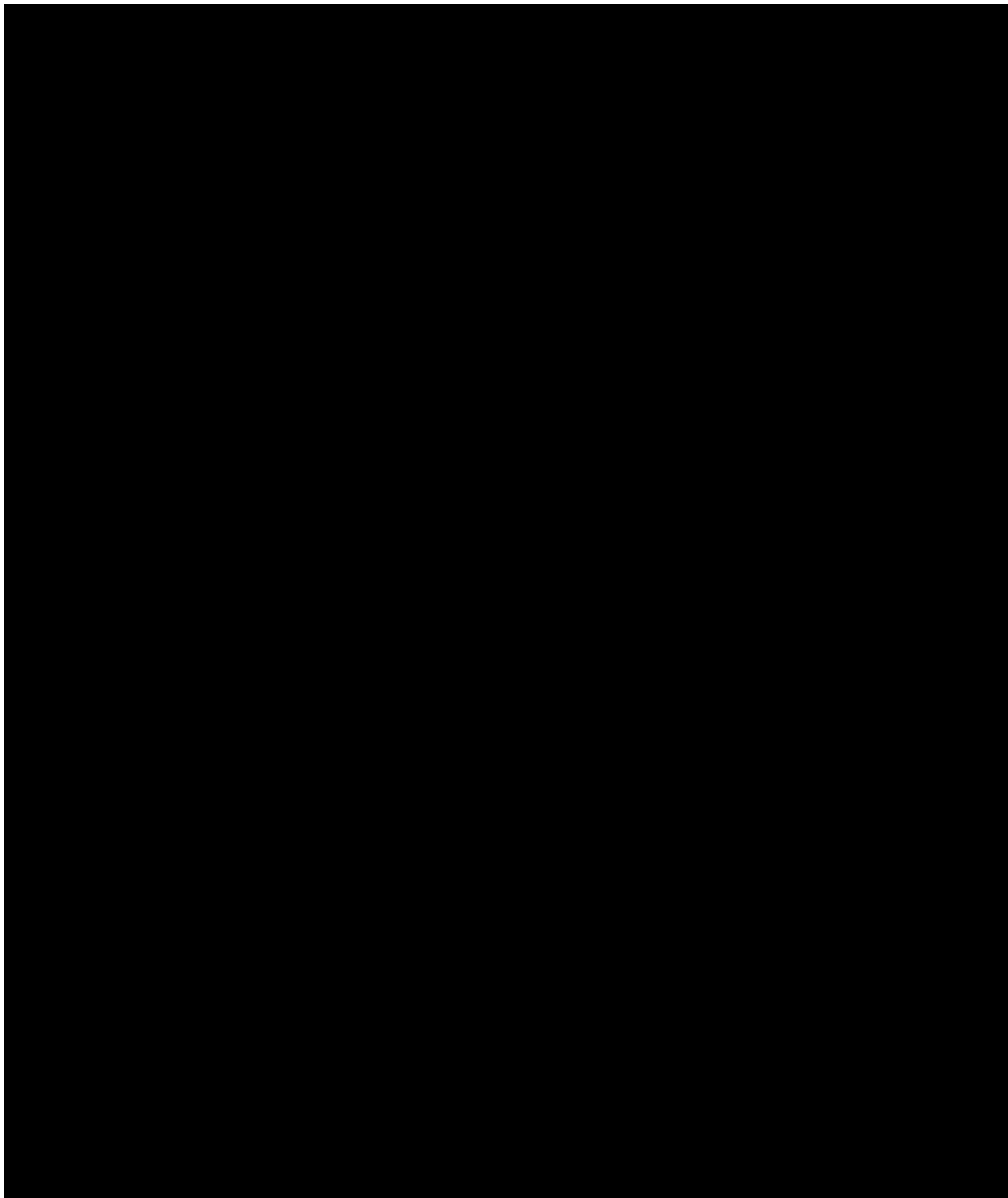
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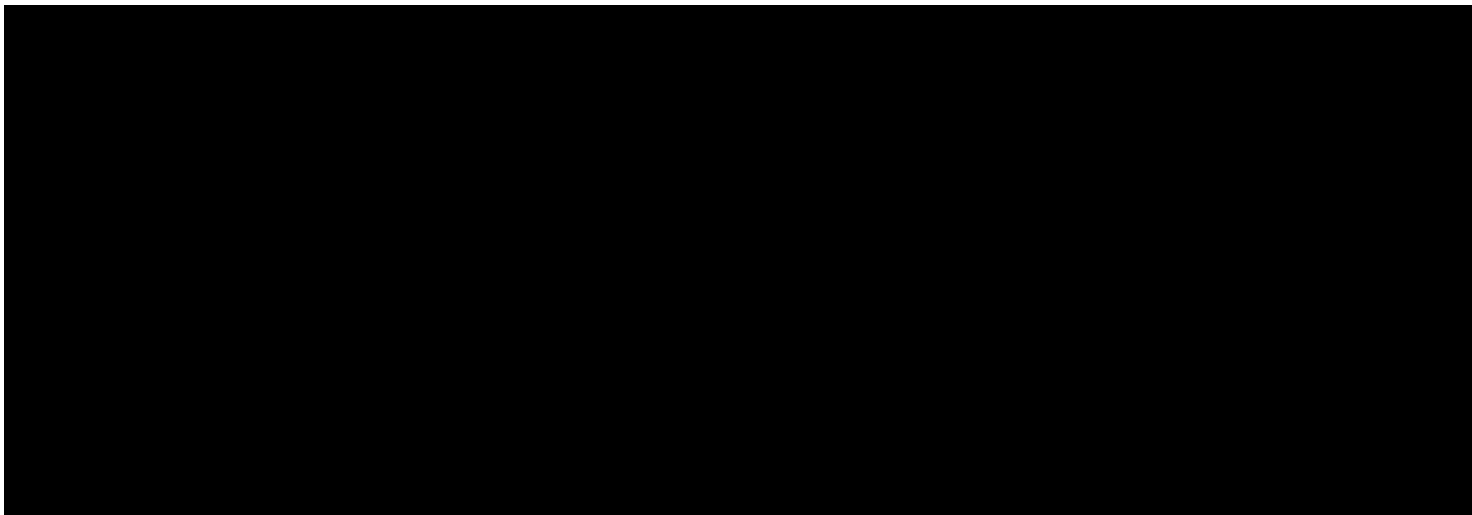
commercial info

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commercial info



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Yours faithfully

personal info



Director of Commissioning



Head of HR & Development



personal info

Phoenix Training Services (Midlands) Ltd  
Phoenix Wharf  
Bolton Street  
Bordesley  
Birmingham  
B9 4HH

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

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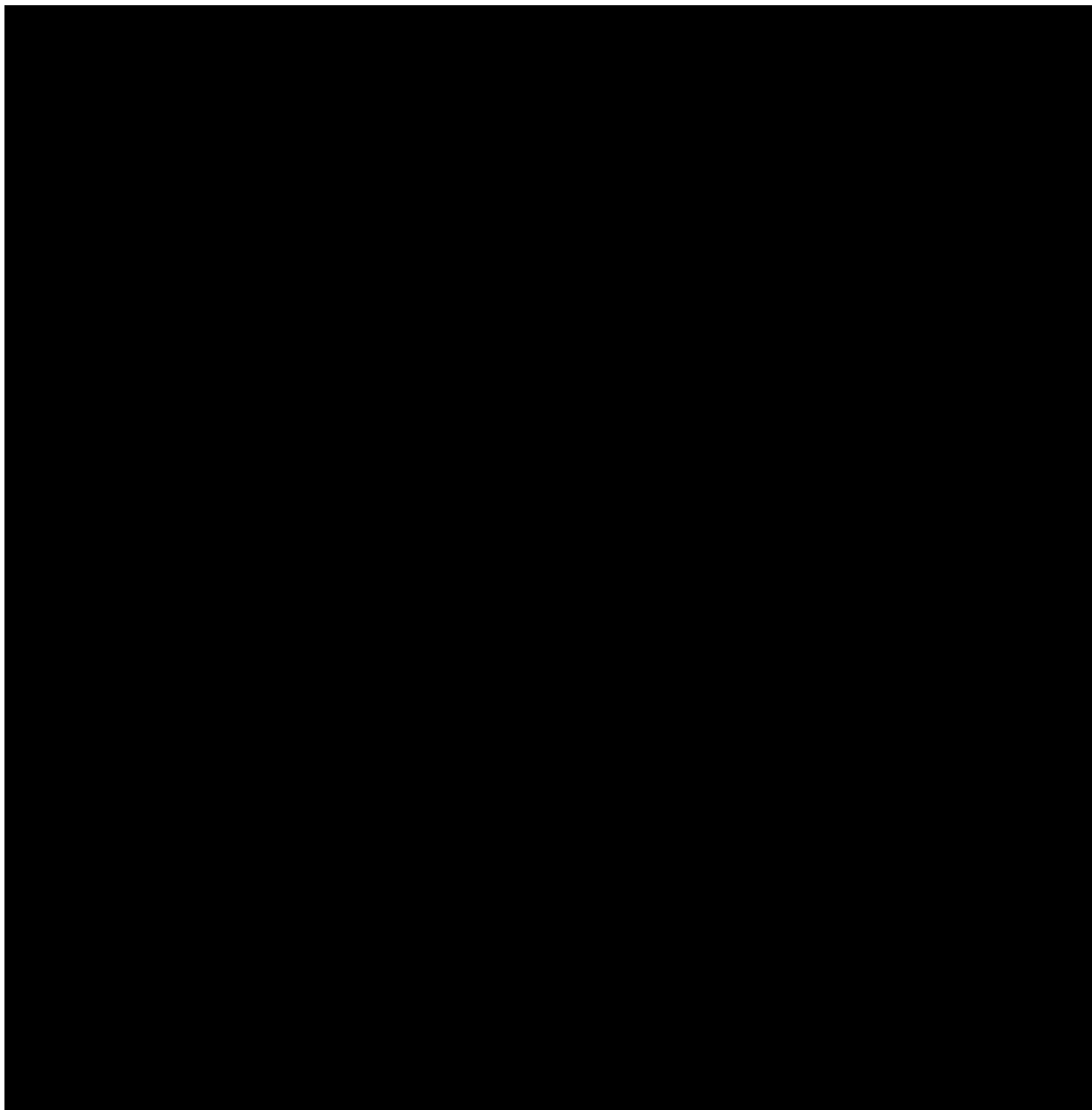
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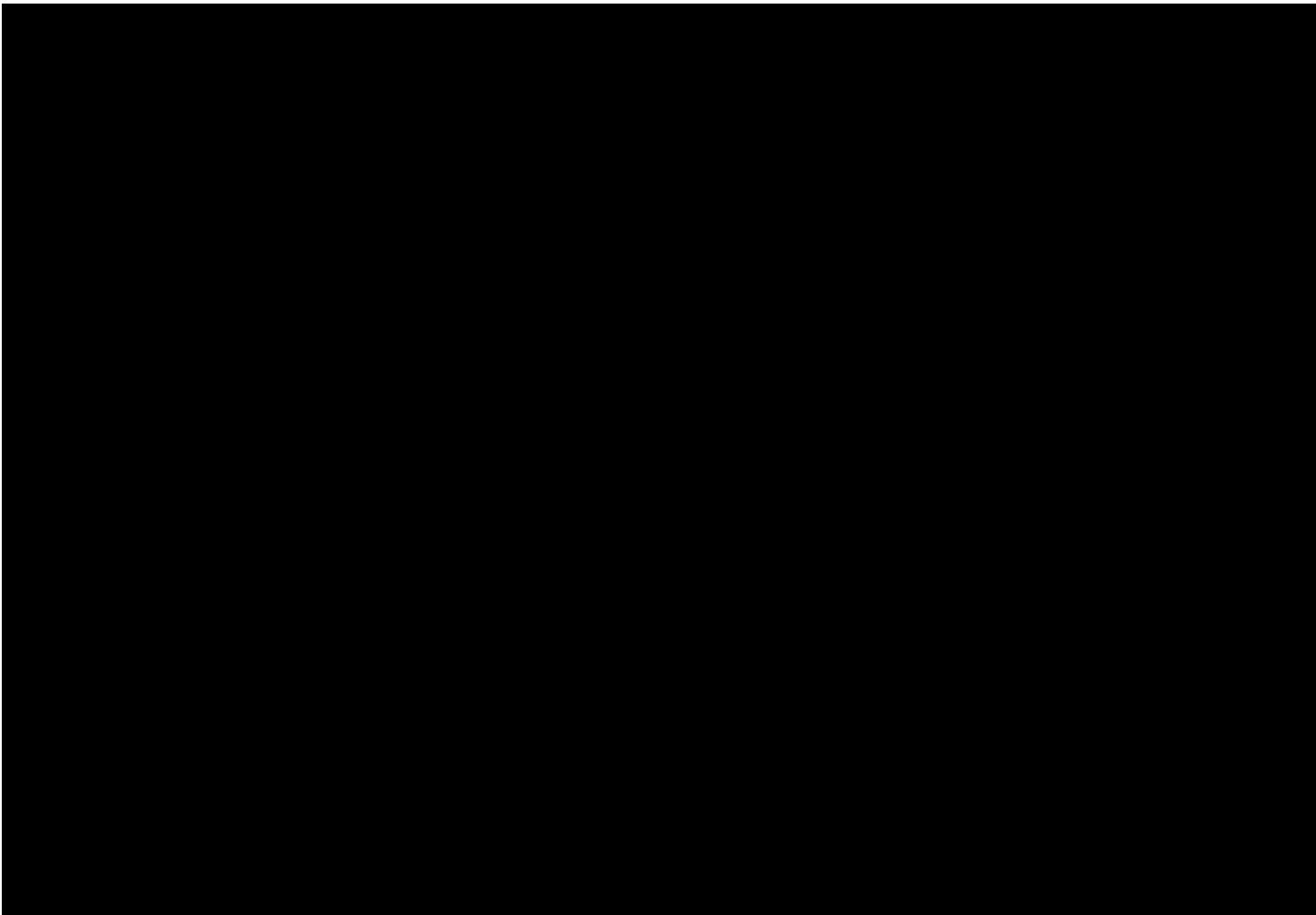
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[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

Project Management (Staffordshire) Ltd  
Kingsley  
The Brampton  
Newcastle under Lyme  
ST5 0QW

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

## **RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY FUNDING**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

Lot 3	Agriculture, Horticulture, Animal Care and Groundsmanship
Lot 4	Arts, Events and Production
Lot 5	Cleaning, Estates and Facilities
Lot 9	Customer Services
Lot 10	Driving and Vehicle Maintenance
Lot 11	Finance
Lot 15	Housing
Lot 19	Manufacturing and Warehousing

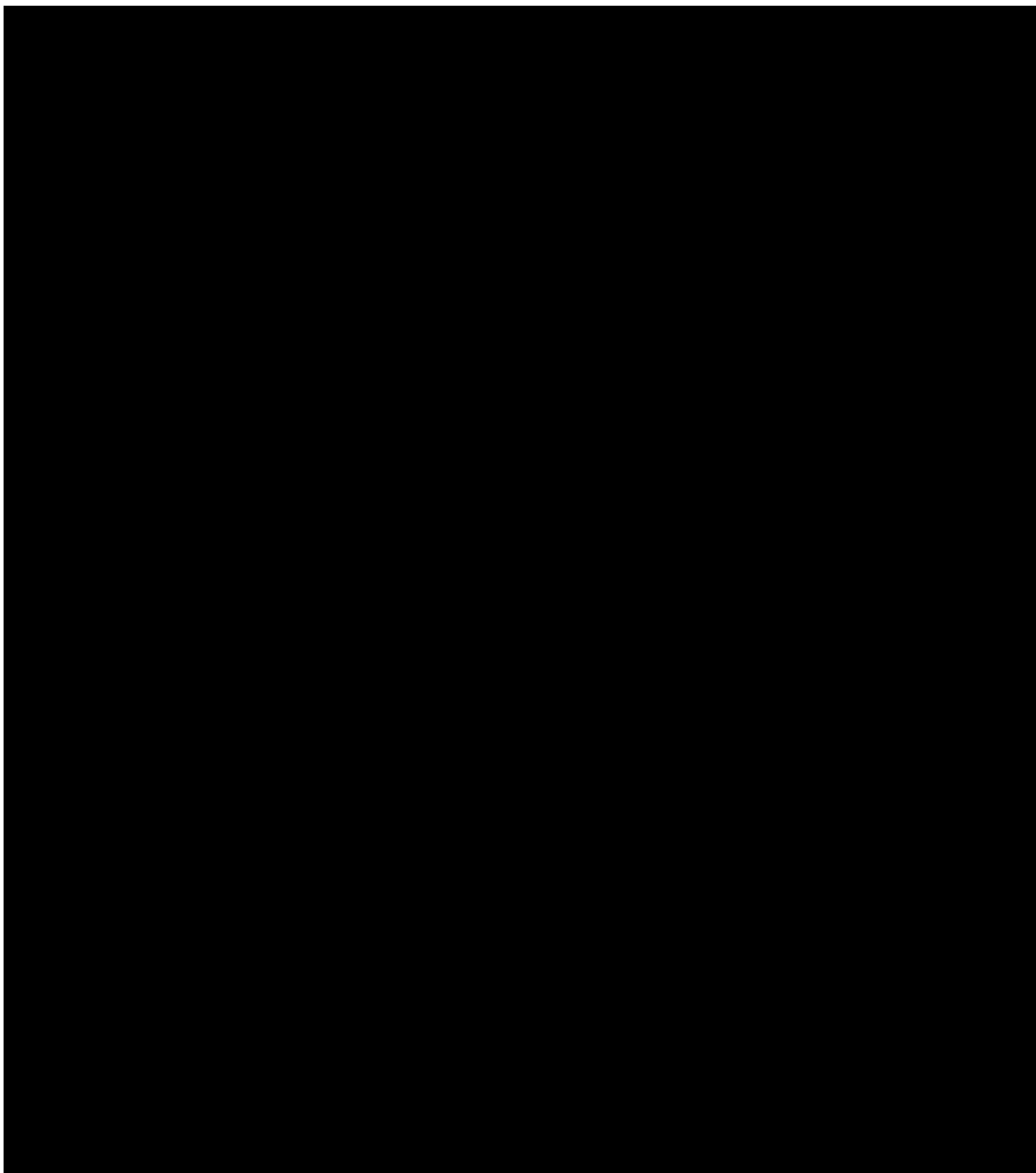
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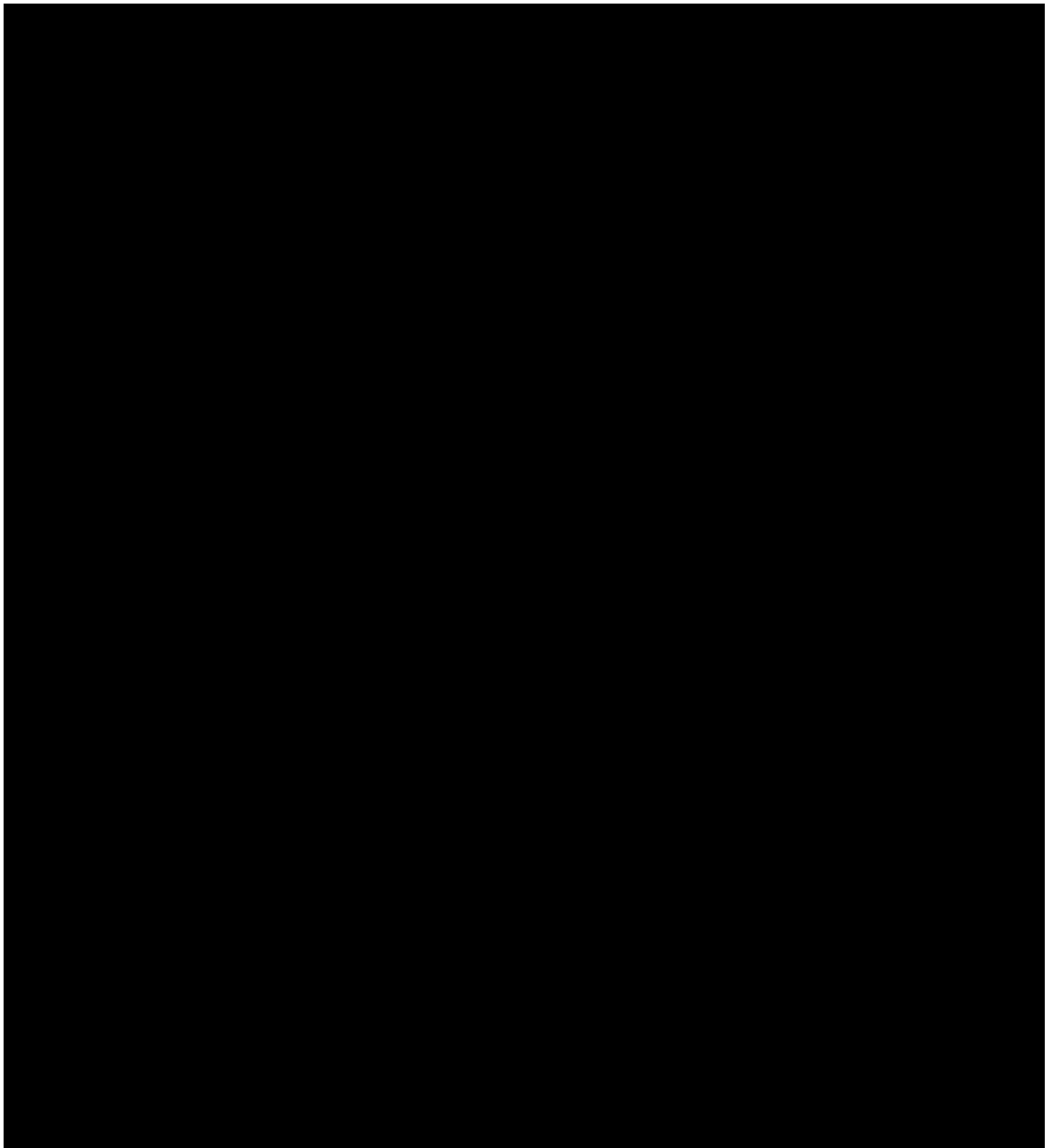
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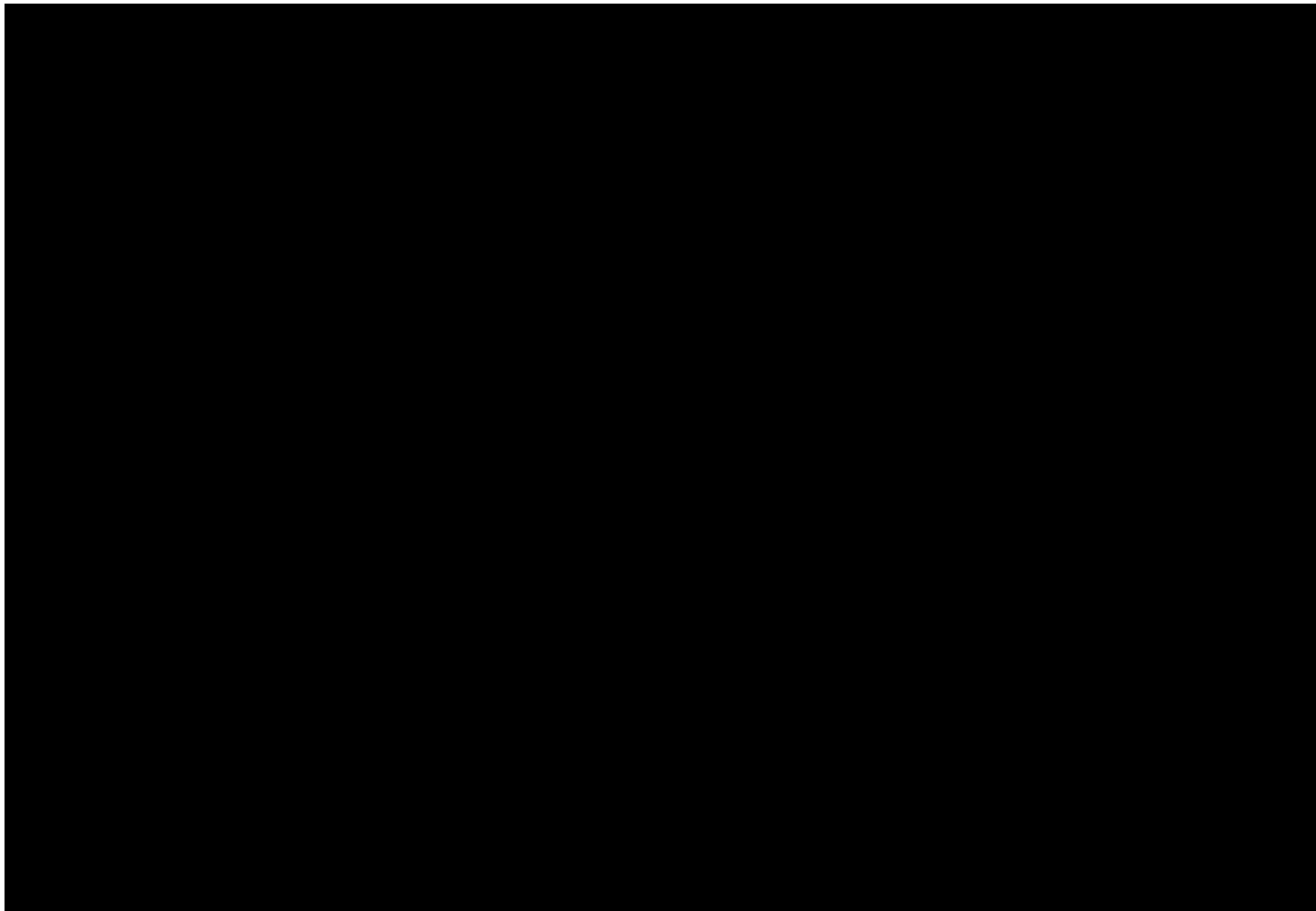
commercial info

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.





commercial info



Please note if you applied for any further lots you will receive separate notification if you have been unsuccessful.

As you have been successful in entering onto our framework of providers for the delivery of apprenticeship training, we would like to invite you to attend the promotional events as set out below.

### **Staff Briefings/Roadshows**

#### **Jupiter House, Shrewsbury Business Park**

Thursday 6th April 11.30am to 2.00 pm

#### **First Floor Foyer & Council Chamber, Shirehall, Shrewsbury**

Friday 7th April 08:00 to 12.00

Thursday 13th April 11:30 to 14:00

Tuesday 18th April 11:30 to 14:00

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Monday 15th May 11:30 to 14:00

It is important that Shropshire Council can engage with its employees and promote the benefits of apprenticeships as a means of professional development and training in order to maximise the use of the levy fund.

commercial & personal info

These staff roadshows are an opportunity for you to showcase your offer and meet some of Shropshire Council's staff, letting them know what is available to them and busting any preconceived misconceptions about apprenticeships.

We ask that you confirm your attendance at the above roadshows by **Friday 31<sup>st</sup> March 2017** at the latest to [REDACTED] and we will then send you directions and set up details.

We will be in touch with you again at the end of the standstill period.

Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

Shrewsbury Colleges Group  
Welsh Bridge Campus  
Priory Road  
Shrewsbury  
SY1 1RX

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

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Lot 1	Administration
Lot 5	Cleaning, Estates and Facilities
Lot 9	Customer Services
Lot 10	Driving and Vehicle Maintenance
Lot 11	Finance
Lot 12	Food and Drink (hospitality)
Lot 18	Leisure
Lot 19	Manufacturing and Warehousing
Lot 23	Teaching and Learning
Lot 24	Youth, Children and early years

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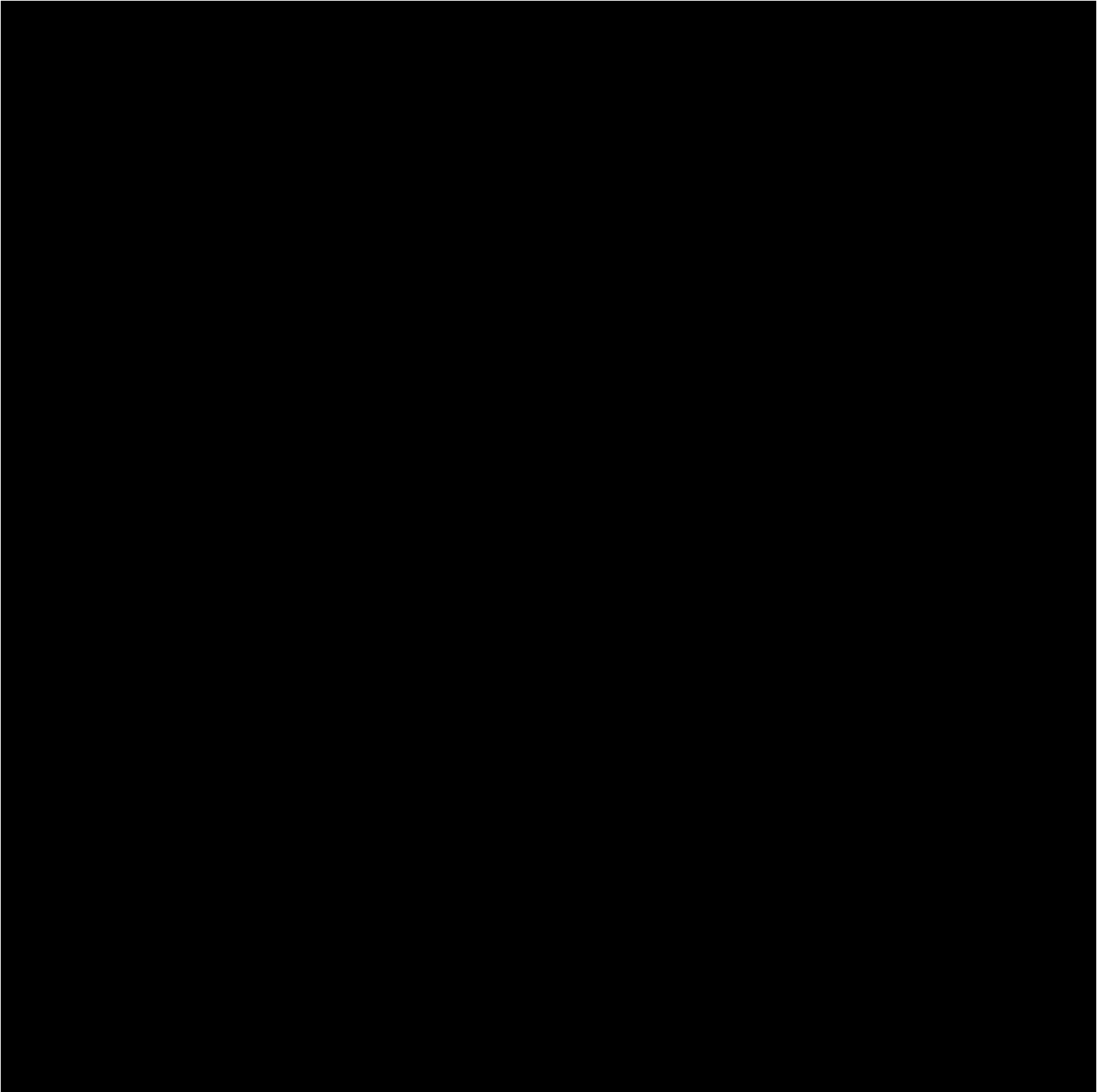
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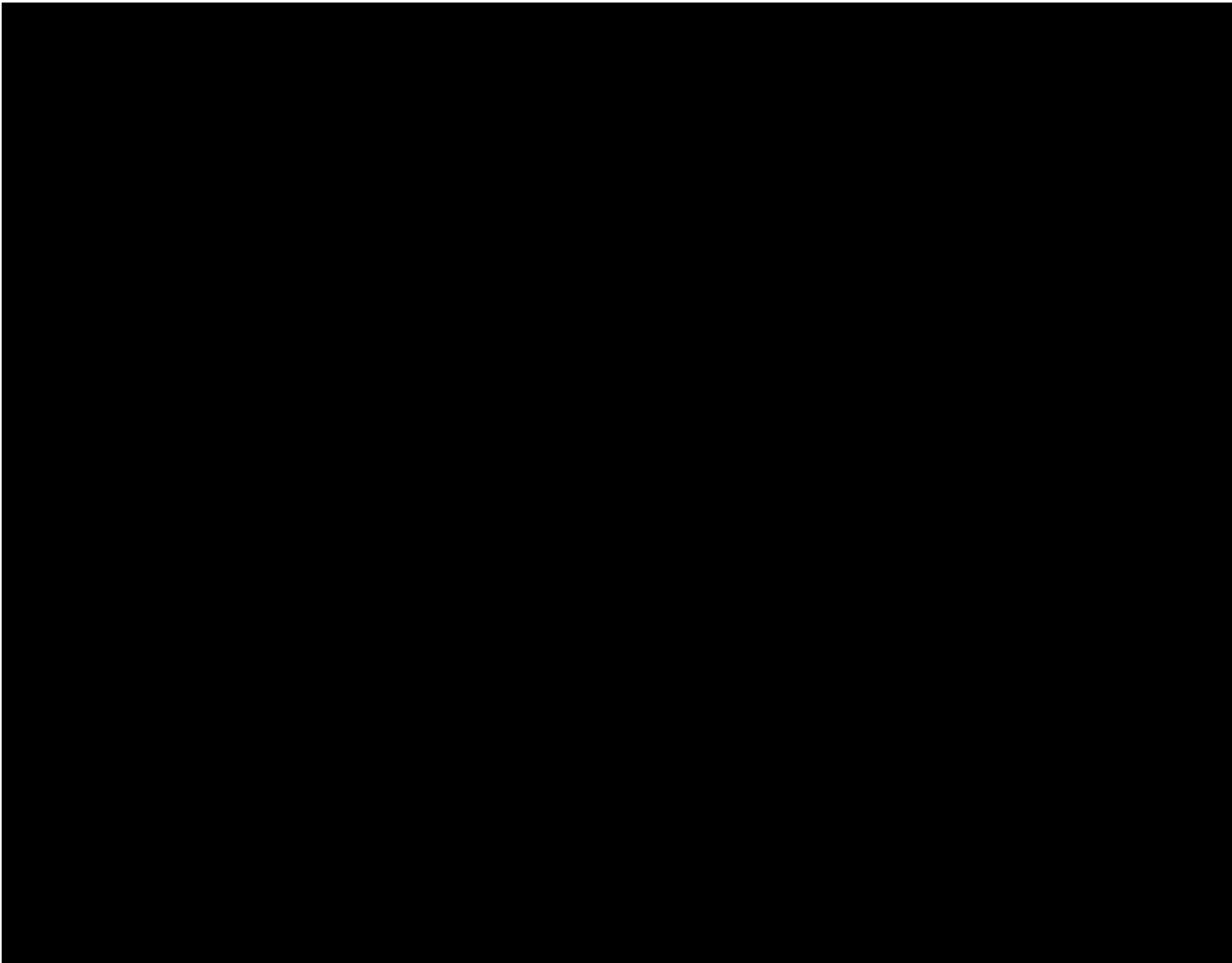
commercial info

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.



[REDACTED]



Please note if you applied for any further lots you will receive separate notification if you have been unsuccessful.

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**Staff Briefings/Roadshows**

<b>Jupiter House, Shrewsbury Business Park</b>	
Thursday 6th April	11.30am to 2.00 pm
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commercial & personal info

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We will be in touch with you again at the end of the standstill period.

Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

Smart Training and Recruitment Ltd  
Dinson House  
39-40 Quay Street  
Newport  
Isle of Wight  
PO30 5BA.

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22<sup>nd</sup> March 2017

Dear Bidder

**RMCV 021 - A FRAMEWORK FOR THE PROVISION OF APPRENTICESHIP  
TRAINING IN LINE WITH SFA/IFA FUNDING FROM MAY 2017 UTILISING LEVY  
FUNDING**

**SUBJECT TO CONTRACT**

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We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the following lots to form part of the above framework as set out in your recent tender.

Lot 12	Food and Drink (hospitality)
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The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 80% and value for money for 20% of the total marks.

Please find attached details of the marks allocated to you for Quality and reasoning behind the Quality marks.

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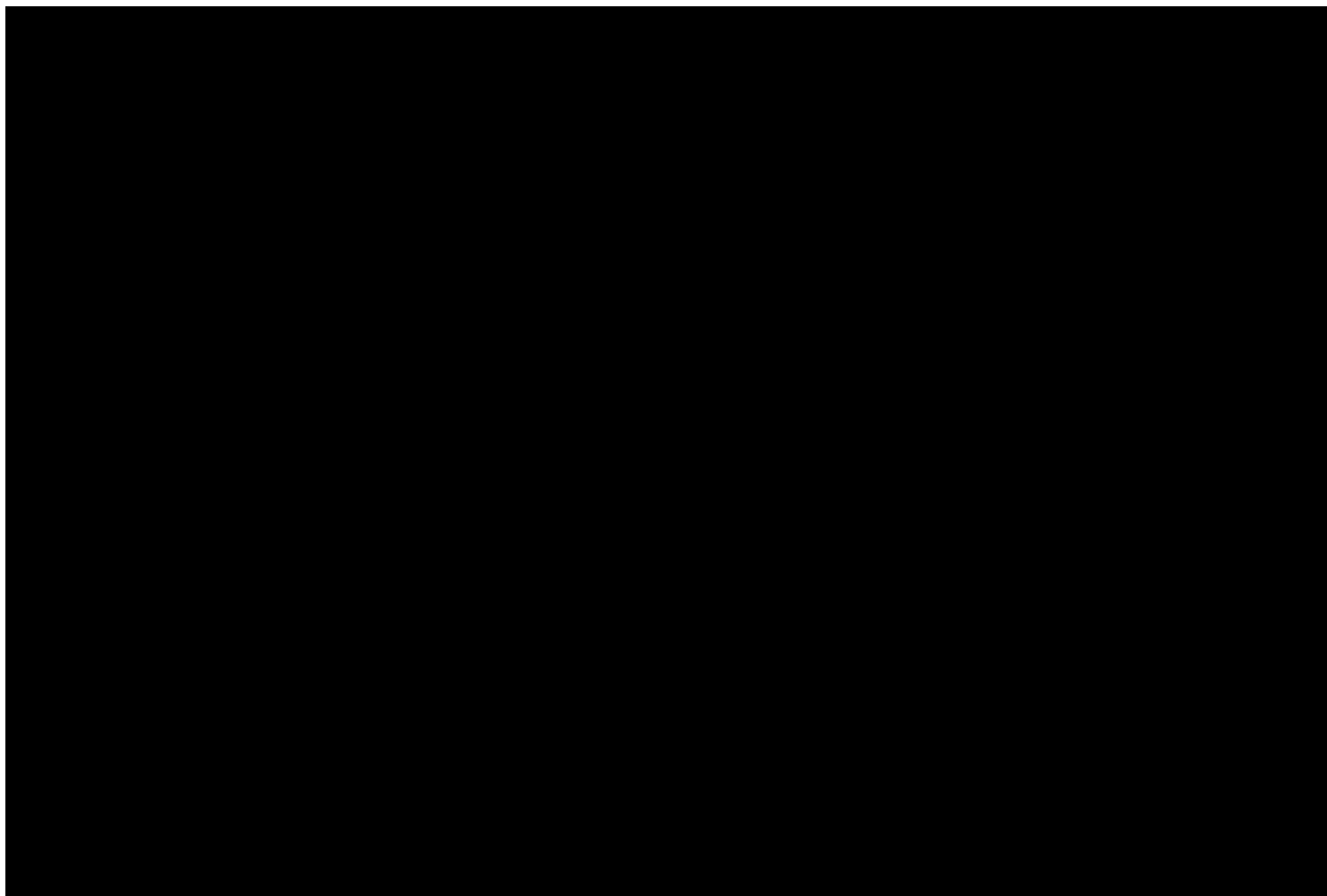
The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main points and provides recommendations for future research.

The study was conducted in a laboratory setting, and the participants were recruited from a local university. The data was collected using a series of questionnaires and interviews. The results of the study show that there is a significant relationship between the variables being studied.

The findings of the study have important implications for the field of research. They suggest that the current understanding of the topic is incomplete, and further research is needed to explore the underlying mechanisms.

In conclusion, the study has provided valuable insights into the research area. The results support the hypothesis that the variables are related in a specific way. This finding has the potential to advance the field and inform future research.

commercial info



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Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

University of Wolverhampton  
City Campus Molineux  
Molineux Street  
Wolverhampton  
WV1 1RY

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
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Lot 2	Adult Social Care
Lot 6	Coaching, Leadership, Management and Projects
Lot 7	Compliance and Legal
Lot 8	Construction, Planning and the Built Environment
Lot 13	Health and equality
Lot 17	IT, Media, Communications and Marketing
Lot 21	Retail & Enterprise
Lot 23	Teaching and Learning

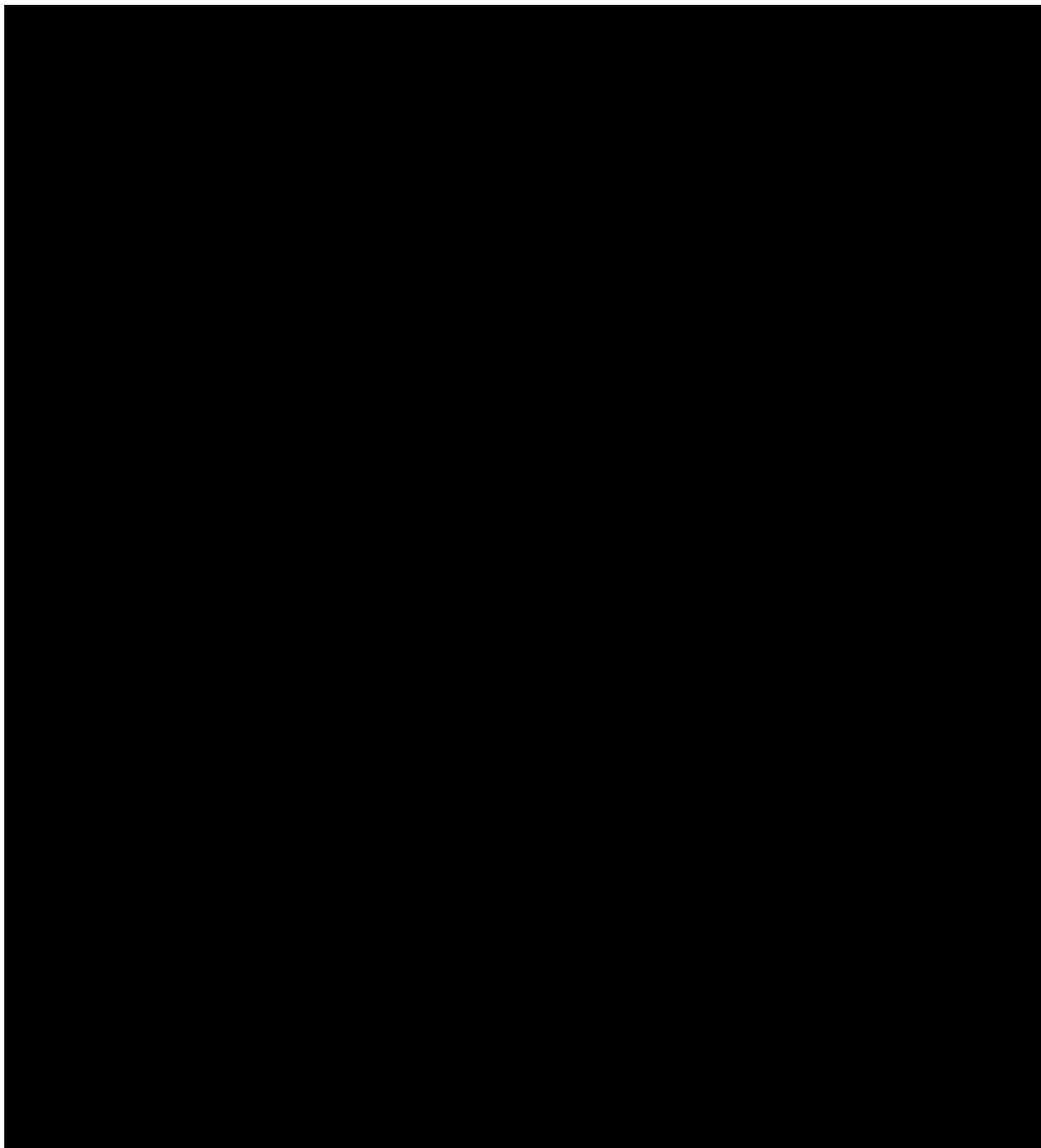
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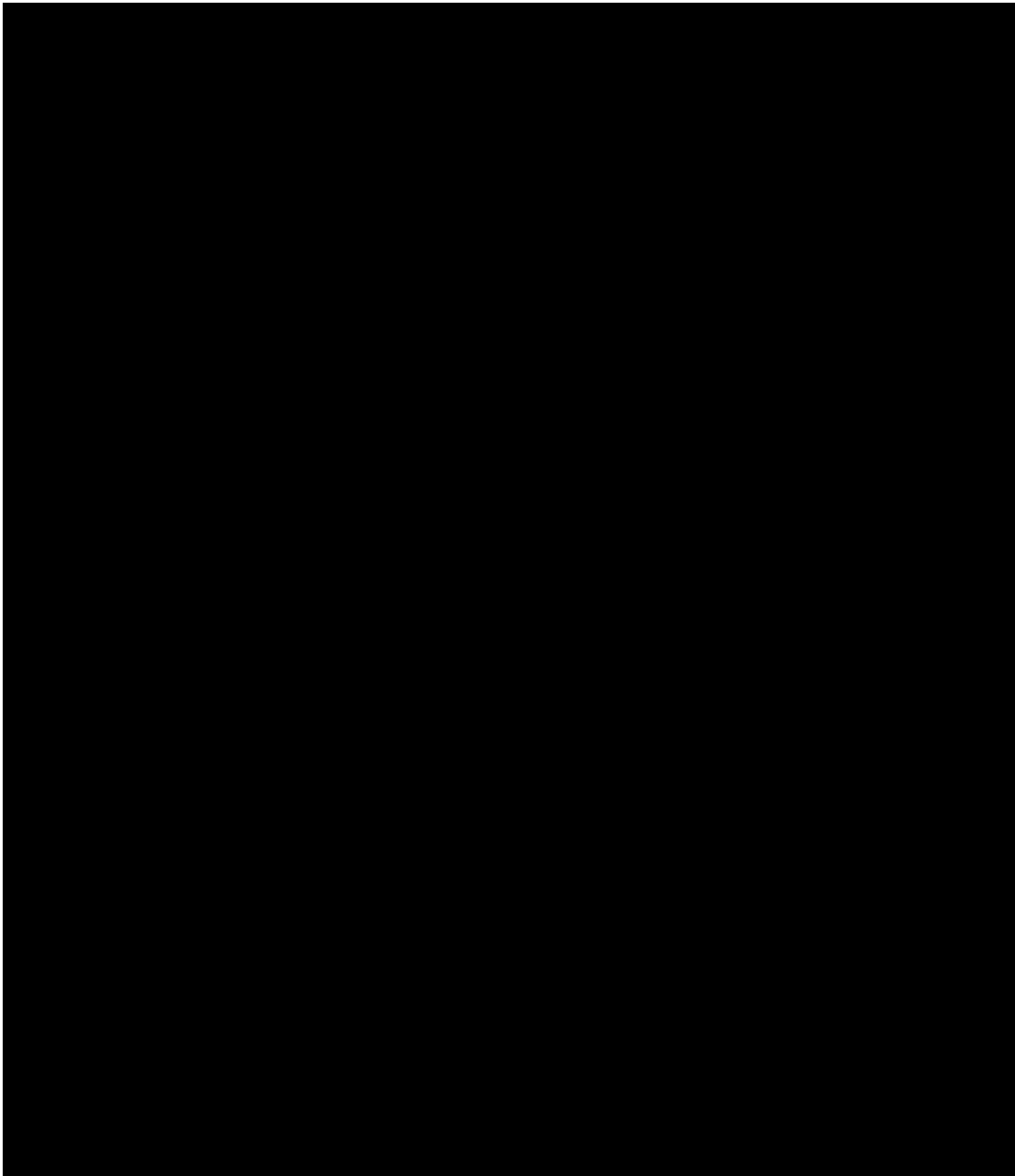
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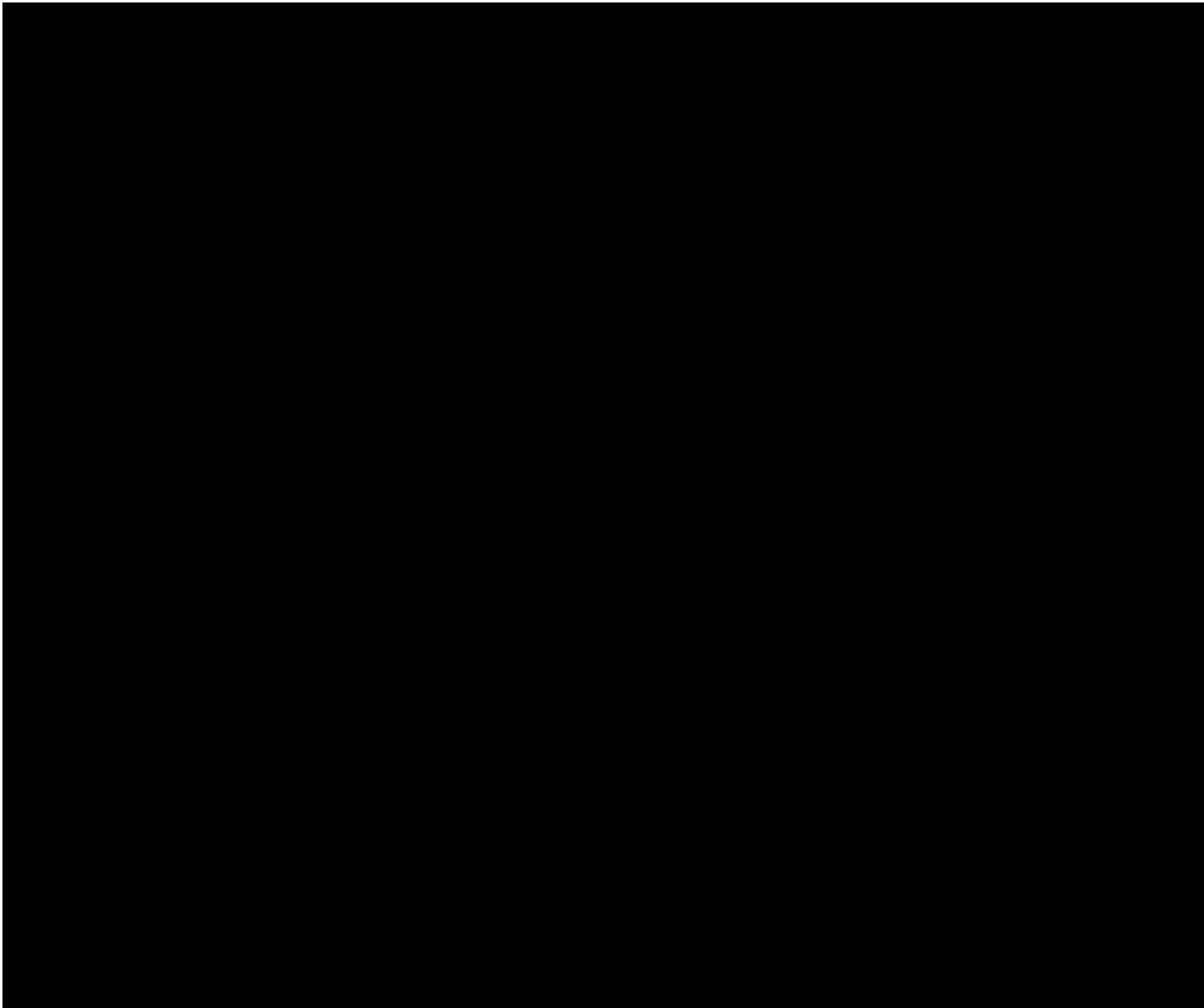
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commercial info



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commercial & personal info

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[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

SBC Training Ltd  
Suite 1 LMH Business Park  
Harlescott Lane  
Shrewsbury  
SY1 3AG

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
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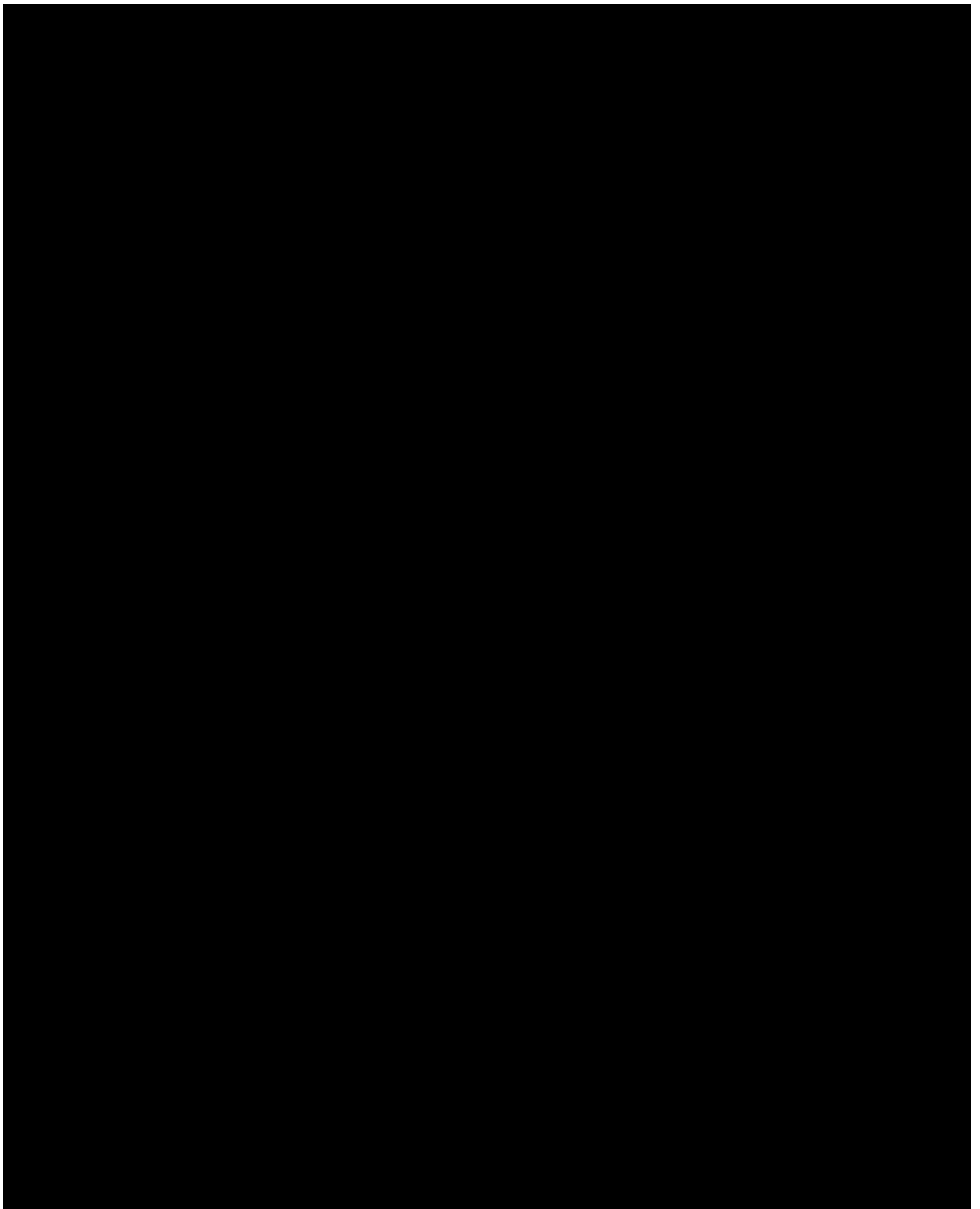
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Lot 14	Health and Safety

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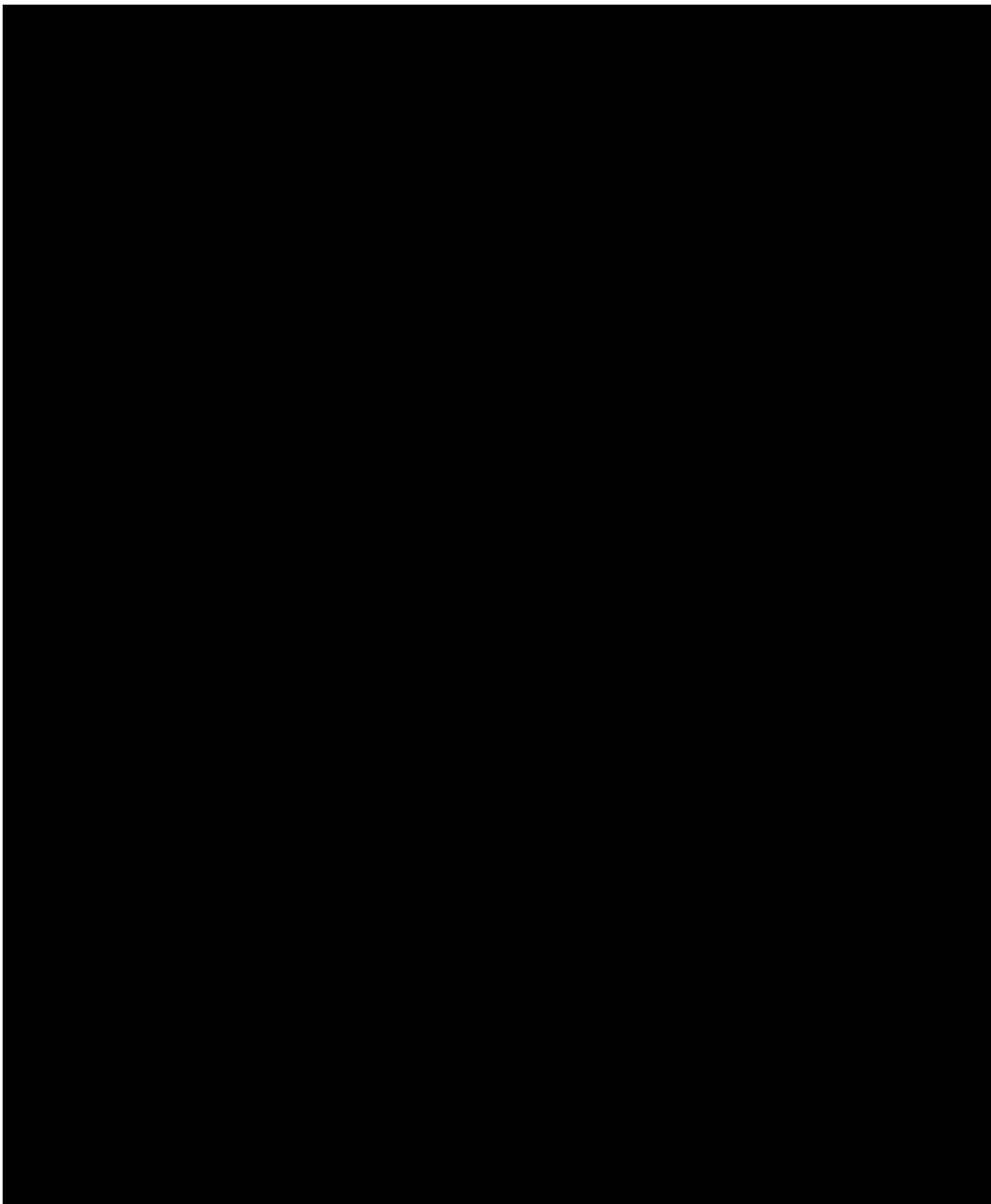
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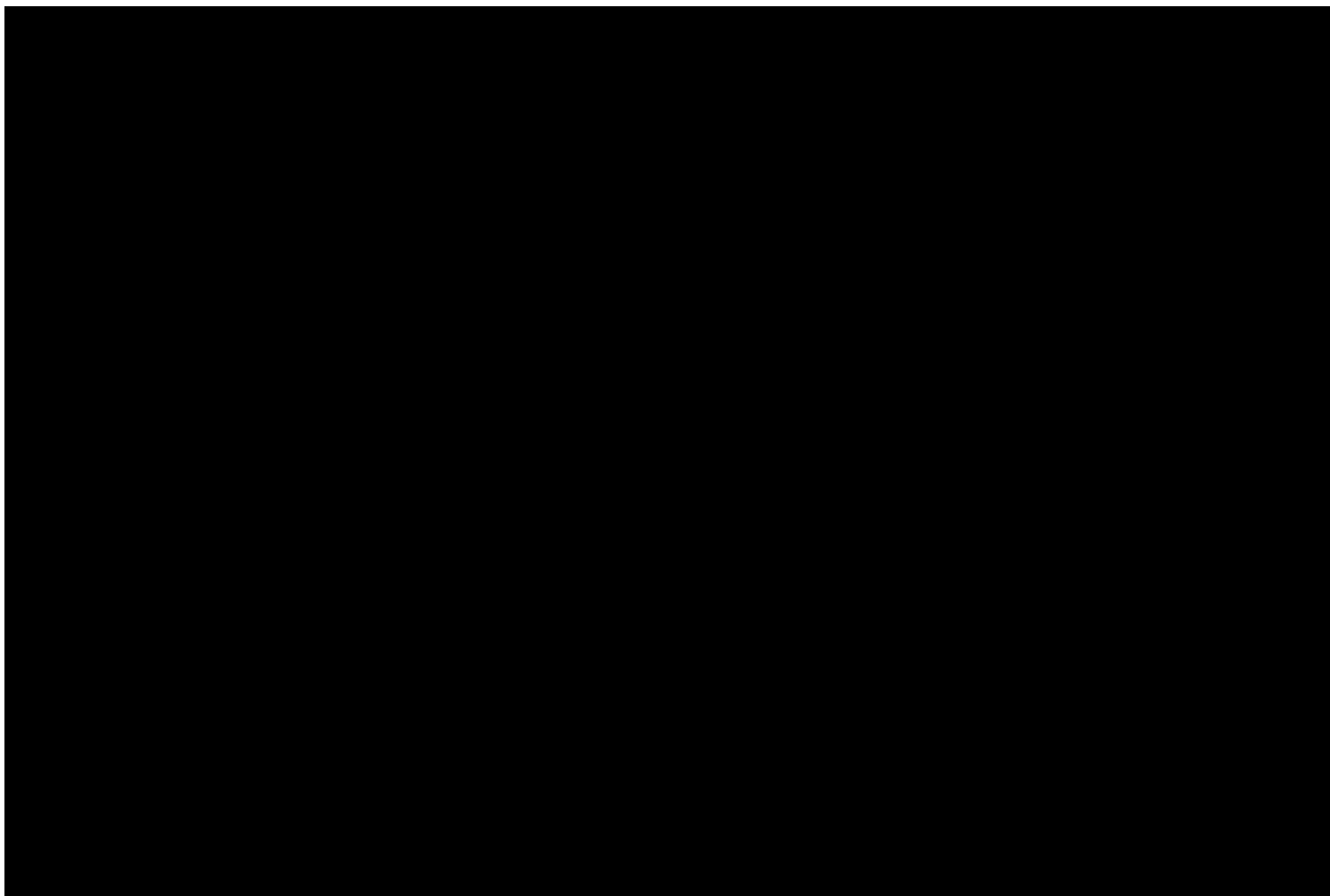
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Yours faithfully

[REDACTED]  
Director of Commissioning

[REDACTED]  
Head of HR & Development



personal info

University of Chester: University Centre Shrewsbury  
Parkgate Road  
Chester  
CH1 4BJ

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

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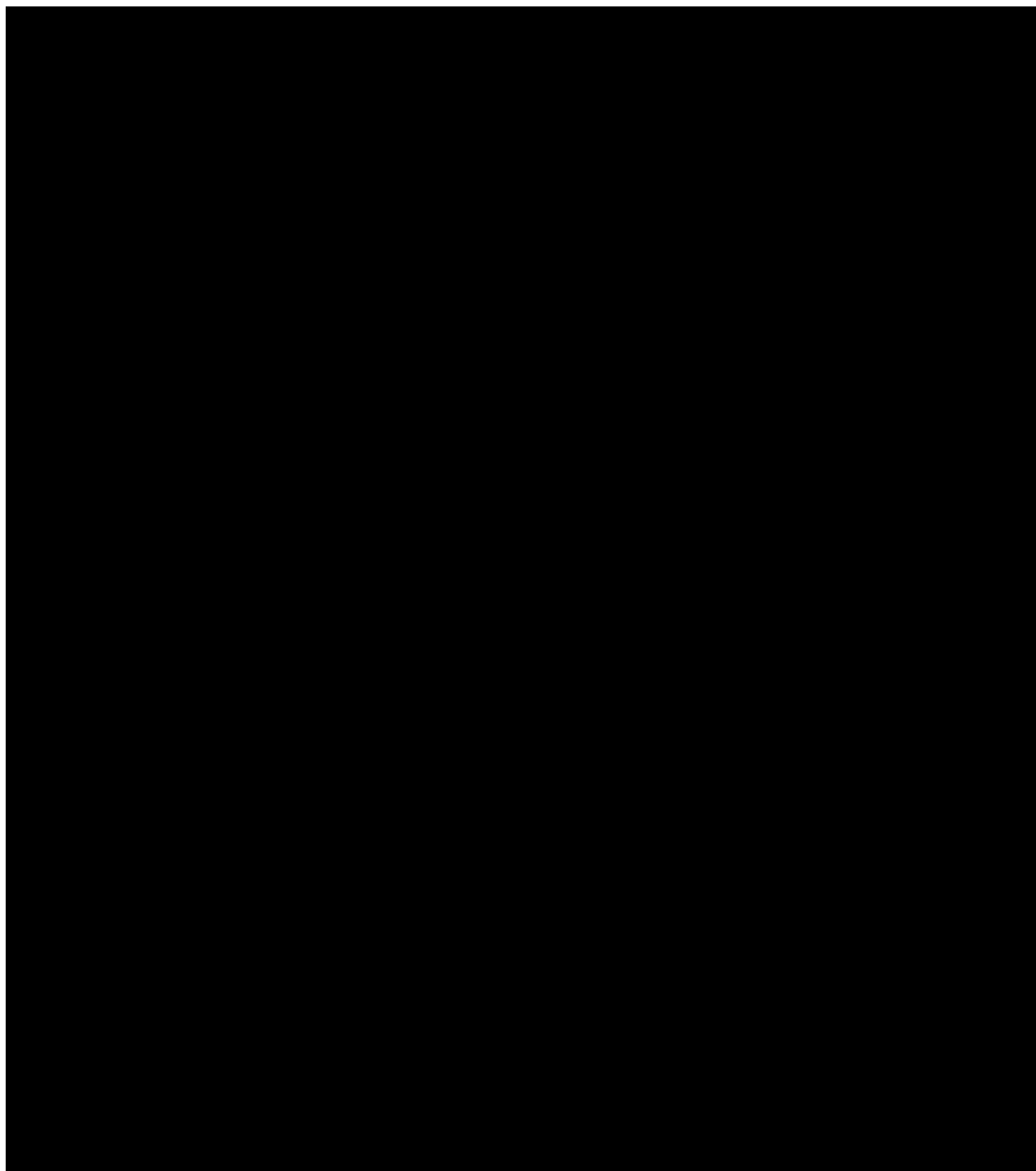
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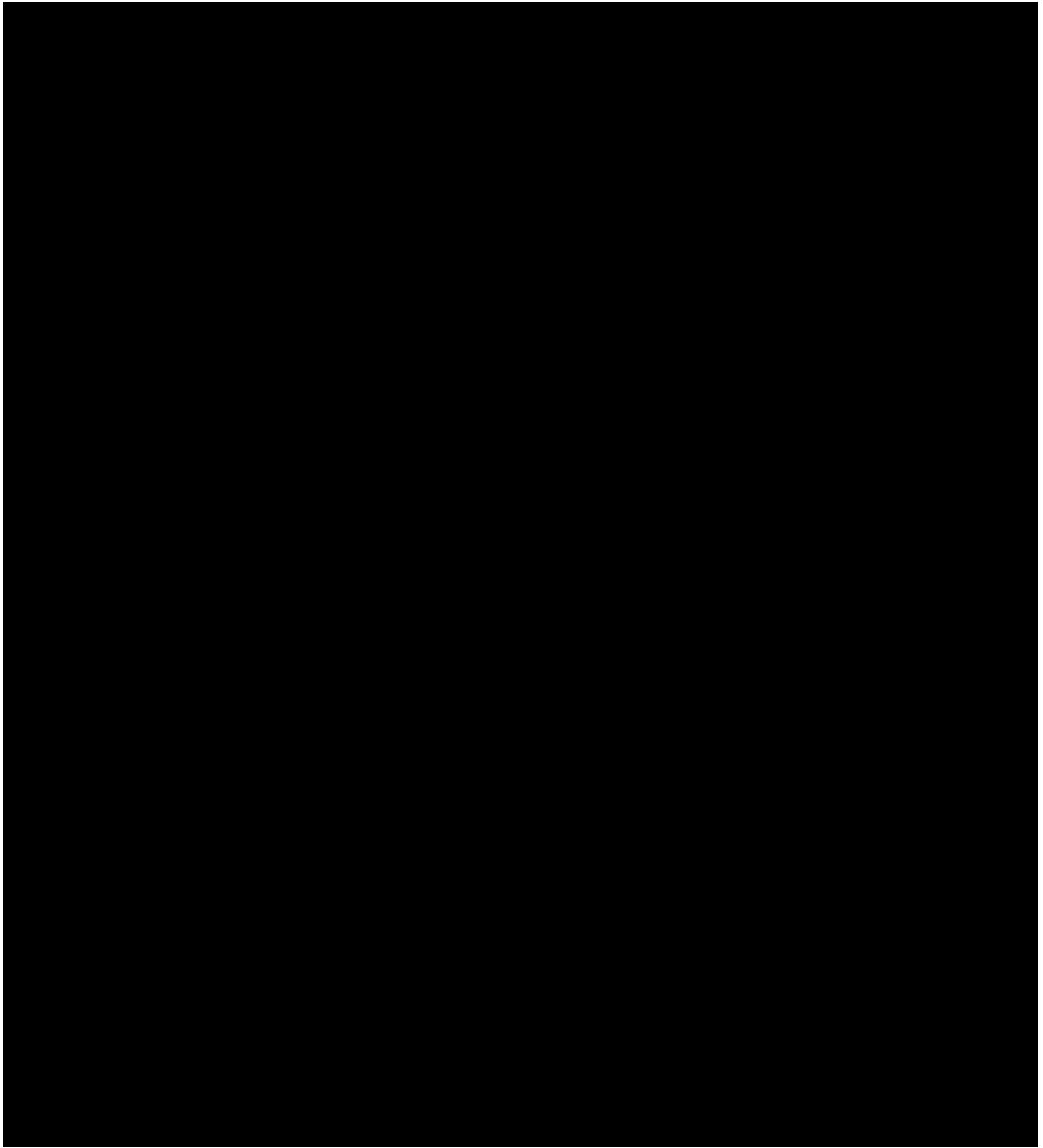
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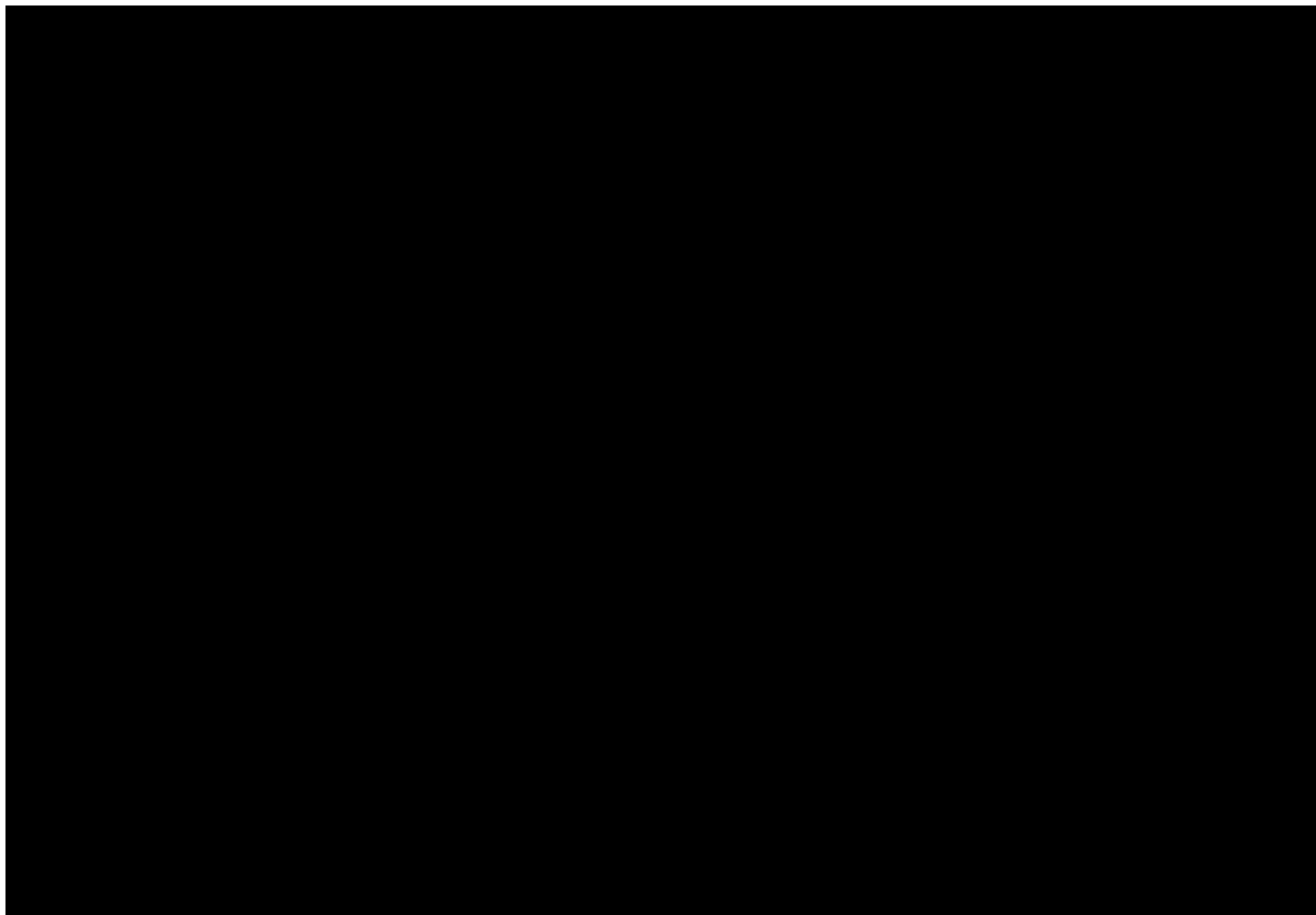
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Director of Commissioning

[REDACTED]  
Head of HR & Development