

BARNSELY METROPOLITAN BOROUGH COUNCIL

**South Area Council Meeting:**

**5<sup>th</sup> February 2015**

**Agenda Item: 2**

**Report of South Area Council  
Manager.**

**Tender specification for Summer Internship Programme**

**1. Purpose of Report**

1.1 To present to the South Area Council the final draft tender specification for the Summer Internship programme which was agreed in principle at the South Area Council meeting on 19<sup>th</sup> December 2014.

**2. Recommendation**

2.1 That the South Area Council approves the final tender specification for the Summer Internship Programme to enable the South Area Council Manager to start the process of commissioning a provider to deliver the programme in summer 2015 at a cost of £45,000.

**3. Background**

3.1 In September 2013, the South Area Council approved the priorities against which it would spend its budget, which were:

- Improving the Local Economy
- Opportunities for Young People
- Improving our Local Environment
- Access to Local Information and Advice

3.2 A number of projects have since been commissioned against these priorities, but earlier attempts to develop projects for young people around additional apprenticeship provision had to be abandoned because of new provision coming in through the Leeds & Sheffield City Regions. However, it was always the Area Council's intention to look again at how its young people could be better supported, particularly around better preparation for work and the world of work.

3.3 At the South Area Council meeting held on 19<sup>th</sup> December 2014, members considered a highly successful Summer Internship commissioned by the North Area Council during summer 2014, and gave in principle agreement to developing a similar project in the South Area during summer 2015.

3.4 The Summer Internship Programme aims to boost employability skills in young people and would take place in the summer holiday period between the end of Year 10 and the beginning of Year 11. The 2 week programme for 60 young people (in 4 groups of 15) offers those taking part a week of intensive guidance and employability skills, followed by a week's work placement with a local employer.

3.5 The South Area Council Manager has subsequently met with a number of key players involved in the development of the original North Area tender specification, and has adapted this for use in the South Area. This final draft tender specification is attached at Appendix 1.

3.6 Acting on the advice of those involved in the original North Area commissioning process, the tender specification for the South Area has been pegged at an 20/80% price/quality split. This recognises the need for a quality provider with appropriately qualified staff who can offer an intensive and meaningful experience for each young person.

#### **4. Appendices:**

Appendix 1 – South Area Council Summer Internship Programme tender specification (final draft)

Appendix 2 – North Area Council Summer Internship Programme evaluation report (previously tabled at the South Area Council meeting on 19<sup>th</sup> December 2014)

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**South Area Council Manager**

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**Date: 28<sup>th</sup> January 2015**

**BARNSELY METROPOLITAN  
BOROUGH COUNCIL**



**SOUTH AREA COUNCIL**

**EMPLOYABILITY FOR UNDER 16'S  
SUMMER HOLIDAY INTERNSHIP**

**PROJECT REF:**

**DATE:**

**RETURN DATE:  
TIME:**

**SPECIFICATION**

**Martin Farran  
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S70 9FH**

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## **SECTION 1**

### **PROJECT OVERVIEW AND SCOPE OF SERVICE**

## SECTION 1

### PROJECT OVERVIEW AND SCOPE OF SERVICE

#### 1. INTRODUCTION

- 1.1 A two week summer internship, provided during the school holidays to Year 10 students. Catering for 60 young people in total who reside within or attend school with in the South Area Council Area. In the South Area this includes the Wards of Darfield, Hoyland Milton, Rockingham and Wombwell. The internship programme will offer knowledge and greater understanding of the work environment and allow young people to experience a work placement and benefit from preparation workshops; thus improving their employment prospects.

#### 2. BACKGROUND AND CONTEXT

- 2.1 The Not In Education, Employment or Training (NEET) figures are low for the borough, up until the age of 18, at which point a third of 18-24 years olds are classed as NEET. Every young person should be aiming for a positive destination: education, employment or training. Empowering young people with the skills to achieve their potential not only benefits the individual but generates positive outcomes for communities and the economy. This project should complement and build on the I Know I Can (IKIC) Employability Challenge by making young people aware of the opportunities available and motivating them to achieve their potential.

Since the loss of the Connexions service, schools have a legal duty to provide impartial careers guidance. The quality and availability of this advice has a significant impact of the choices a young person will make when making decisions about their future. "Raising aspirations and providing careers guidance is crucial to increasing social mobility" (Opening Doors, Breaking Barriers: A Strategy for Social Mobility, Cabinet Office May 2012). It is recognised that effective careers guidance has a strong focus on employer involvement. This project is intended to enhance the careers advice offer that is currently provided in school.

### 3. STRATEGIC VISION AND PRIORITIES

#### 3.1 **Vision and Values**

Barnsley MBC's Vision is to '*Work together for a brighter future, a better Barnsley*'

**Our Values include :**

Working Together

- We work as "One Council" to do the best that we can for our customers
- We build partnerships and work with others to achieve the best for Barnsley
- We are understanding and supportive of others, respecting and valuing differences honesty

- We are open and honest about what we are able to achieve, the decisions we make and how well we are doing
- We are true to our word, reliable and fair
- We are responsible and accountable for our actions

#### Excellence

- We are committed to quality and value for money
- We learn from our successes and mistakes
- We are flexible, adaptable and respond positively to change

#### Pride

- We are proud of the work we do and services we deliver
- We are proud to support our communities to make Barnsley a better place
- We are proud of our achievements

3.2 COUNCIL PRIORITIES AND OUTCOME STATEMENTS

In developing and delivering this service, the provider should ensure that it is contributing to the Council's Corporate priorities and outcome statements as outlined below.

Growing the economy	<ul style="list-style-type: none"> <li>• Create the conditions for economic growth and greater prosperity</li> <li>• Create more jobs and businesses through appropriate provision of business, enterprise and employment programmes</li> <li>• Reduce worklessness amongst those currently unemployed and increase skills levels of our current and future workforce</li> </ul>
Ensure high quality partners are engaged in our new relationship with schools	<ul style="list-style-type: none"> <li>• Ensure high quality partners are engaged in our new relationship with schools</li> <li>• Target young people, families and communities who may need extra help in gaining the skills and experience they need to succeed</li> </ul>
Changing the relationship between Council and the Community	<ul style="list-style-type: none"> <li>• Ensure people of all ages have a much greater involvement in designing services and actively participating in improving their lives and Barnsley</li> <li>• Support the many benefits of volunteering and foster our many and diverse opportunities for residents to gain new skills and experiences through volunteering</li> </ul>

4. SPECIFIC AIMS AND OBJECTIVES OF THE PROJECT, INCLUDING SOCIAL VALUE

4.1 Motivating and inspiring young people to achieve their potential.

Ensuring that young people are provided with the skills they need to access the world of work so that they have an improved chance of being economically active.

Aiming to reduce NEET figures of young people aged 18-24. (Although it is acknowledged that this cannot be measured in the lifetime of the project.)

Prevent young people becoming NEET by engaging them in striving for a positive destination.



## 4.2 Social Value Indicators

- Recruitment and deployment of volunteers where appropriate
- Establish good working relationships within the local business community and build upon existing connections made through the recently conducted South Area Council Business Survey
- Contributing to improved employment prospects for young people by engaging the local business community in this project
- Contribution to the development of strong local networks
- The promotion of community and individual self-help and the growth of resilience
- Enable young people to take personal responsibility for their own career development and future employability
- Local spend
- The provider will ensure that all persons employed to deliver the contract are paid a 'living wage'.

## 5. THE SERVICE/ACTIVITIES TO BE DELIVERED

5.1 Facilitation of the project from initiation to evaluation. The successful bidder will be required to work with the Area Council via the Area Chair and Area Manager to –

- Develop an offer for young people from employers (sourcing 60 placements). These placements should be sourced taking into account the needs and aspirations of each young person and prepare the provider for this specialist programme
- Ensure risk assessments are carried out for the placements
- Work with the schools to advertise the opportunity to local young people
- Work with the schools to recruit young people to the programme, ensuring the targets are achieved
- Provide an induction opportunity prior to commencing the two week programme
- Produce an individual plan for young people and carry out preliminary preparation, reviews whilst the young people are on placement
- Visit each young person during their placement week
- Develop a five year plan for each young person that will help them to secure employment in the future
- Provide an evaluation of the programme and report on its impact

60 young people will each attend a two week block, to include:

Week 1 may include CV writing & application forms, interview skills, understanding the workplace, personal goals and objective setting. (Provider to advise on recommended time commitment and schedule. Accessible venue and associated costs to be met by provider.)

Week 2 will provide the young people with an internship opportunity in industry.

The service will be available to young people from across the South Area Council area (Electoral Wards include: Darfield, Hoyland Milton, Rockingham and Wombwell).

Provider to determine dates and delivery schedule during the summer holiday period 2015.

The students will complete the programme with a five year aspirational plan that will help to map out how they will work towards their own positive destination.

Connections will be made between the students and the IKIC Alumni Network (a network of young people who used to attend schools in the area and now volunteer to support existing young people in the area). This will ensure that the students make links with local people who have been successful in their own chosen industry.

The programme will culminate with a celebratory recognition of achievement at a prestigious local building. This should include certificates of programme completion. Recommended invited guests include: the students completing the programme, parents, employers, South Area Councillors, relevant school staff representatives and IKIC Champion. Arrangements will need to be made for the following: venue hire, refreshments, certificate of achievement, invitations, arrange speakers and facilitation of the event.

We welcome innovative ideas and suggested best practise linked to successful delivery of this proposal. Please give consideration to sustainability.

## 6. TARGET GROUPS AND ACCESSIBILITY

- 6.1 The secondary schools geographically located within the defined geographic area and will be asked to identify young people who would benefit from this opportunity. These schools include Netherwood School and Kirk Balk Community College.

Those schools with a large number of young people who reside within the South area will also be given the opportunity to participate. This currently includes 13 students attending Barnsley Academy and 9 students attending Horizon Community College.

To work closely with the schools to identify 75 young people who would benefit from this personal development opportunity to raise their aspirations, for example, the school may identify pupils who have sporadic attendance patterns or are not predicted to achieve five A\* to C grades at GCSE including English. The schools may also identify young people who are 'on track' but would benefit from attending the programme. Following this, the provider will conduct an interview with the young people before identify the young people who will be invited to attend the programme. This should be completed by an appropriately qualified Careers Adviser. The

provider may wish to allow an inflated number of young people to start the programme acknowledging that a percentage may not complete the two weeks.

Preparatory work with the secondary schools is essential to ensure the programme time is used to best effect. It may be that young people are requested to submit an expression of interest prior to joining the programme to ensure that they are committed to the process.

7. LOCATION AND AREA

7.1 The service should be delivered in a professional business environment rather than an education establishment as the aim is to give young people some real life experience of the world of work. This venue must be easily accessible by public transport and lay ideally within the boundary of the South Area Council's geographic area or in Barnsley Town Centre.

8. HOW WILL THIS WORK HELP TO IMPROVE THE LOCAL AREA

8.1 This project will help to ensure that young people have a greater understanding of the employment opportunities available to them and how to get there. This should reduce the number of local young people who become economically inactive after the age of 18 years.

9. PERFORMANCE MEASURES

<b>9a Outcomes</b> <i>(What good, benefit, change are you expecting to achieve as a result of the service or activity being delivered?)</i>		
<i>(state outcome)</i>	<i>(evidence)</i>	<i>(Evaluation Methodology)</i>
Young people completing the internship feel they are capable of achieving their potential	Qualitative consultation linked to the I Know I Can, 10 Core Competencies	Provider to determine
Improved confidence and self-esteem of students	Qualitative consultation	Provider to determine
Develop a positive relationship with work internship providers, who would be prepared to participate in a future program	Consultation	Provider to determine

<b>9b Outputs (collectables)</b> <i>(Easy to measure actions, units, events that tell us how much, how many or how often)</i>		
<i>(Output)</i>	<i>(Target Number)</i>	<i>(Supporting Evidence)</i>
Summer internship to be delivered over summer 2015	60 students places	Learner plans
Development of five year plans tailored to the needs of students	60 plans	Learner plans
Provider will design a 'staying in touch plan' that will conclude when GCSE results are received.	To accommodate 60 young people	Provider to determine. Information to be available in the evaluation report.
<b>9c Milestones</b>		
<i>(Activity/Action)</i>	<i>(By When)</i>	
Place tender advert		
Tender Return		
Tender Evaluation		
Interview		
Tender Report and Approval to Award		
Standstill period and feedback		
Issue Letter of Intent / Contract		
Provider to determine delivery schedule.		

## 10. CONTRACT VALUE

- 10.1 It is estimated that the value of the contract will be in the region of £45,000 over a 20 month delivery period (this contract length includes the 'staying in touch' period).

*For evaluation tender evaluation purposes there will be a price / quality split, 20%/80% respectively.*

## 11. CONTRACT TERMS AND CONDITIONS

- 11.1 See Section 4 – Form of Contract.

12. MONITORING AND RECORDING ARRANGEMENTS

12.1 *(i.e. regular meetings, progress reports from suppliers etc.)*

The programme will be delivered over a 5 – 6 month period, including preparation. There will then be a further 'staying in touch' period to monitor the participants progress through year 11. The provider will be required to meet with the Area Council Manager, Area Council Chair and IKIC Employability Champion twice during the planning stage, once during the delivery stage and after delivery but prior to evaluation.

On completion of the programme the provider will deliver an evaluation presentation to the Area council meeting.

The Area Council would welcome suggestions of how Elected Members of the South Area Council may be engaged in the Monitoring and Evaluation Process

13. QUALITY STANDARDS

13.1 *The provider will be required to comply fully with the Provider's own and BMBC's procedures and policies relating to safeguarding.*

*All staff employed or engaged by the Provider will be subject to a DBS check.*

13.2 Experience/Referees :

Refer to Question 6.4 of the Tender Questionnaire.

14. COMMISSIONING/PROCUREMENT OFFICE DETAILS

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South Area Council Manager  
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## **SECTION 2**

### **INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE**

## SECTION 2

### INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE

1.1 Tenderers should upload their completed tender onto the YORtender website no later than:  
INSERT

1.2 The Tender Documents available on the YORtender system comprise the following:

Section 1 – Project Overview and Scope of Service

Section 2 – Instructions for Tendering/Tender Evaluation/Tender Questionnaire

Section 3 – Pricing Schedule, Form of Tender and Appendices

Section 4 – Form of Contract

Section 5 – South Area Plan

## 2. INSTRUCTIONS FOR TENDERING

2.1 The text of the Tender Document shall not be altered by the Tenderer.

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

2.3 Only the person named in the covering letter to this Tender has the authority to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents.

2.4 Questions or requests for clarification from Tenderers to the Council will be treated confidentially, unless the questions asked and the answers given need to be circulated to all Tenderers in fairness and equity.

2.5 The Council may extend the Tendering period if this is deemed necessary.

2.6 Any request for clarification or further information must come from the Tenderer only.

### 2.7 Submission of Tender

The Tenderer shall complete the following sheets, which **must** be returned with the Tender. Failure to comply may lead to the Council rejecting your tender:

- Tender Questionnaire – Fully Completed
- Pricing Schedule
- Form of Tender
- Appendix 1 – Supply Chain List
- Appendix 2 – Consultants Insurance

Any additional documentation, which has not been specifically requested, will not be considered.



## 2. INSTRUCTIONS FOR TENDERING (Cont'd)

- 2.8 Submission of your Tender to the Council must only be made electronically through the YORtender System at <http://www.yortender.co.uk/>. Any technical queries about the YORtender system itself should be directed to [yorkshiresupport@due-north.com](mailto:yorkshiresupport@due-north.com), or by calling 0844 5434580.
- 2.9 A Supplier Guide is available on request to assist Tenderers to upload and download documents. If you would like further guidance or support using YORtender, please contact the Council's Procurement Helpdesk on 01226 772782.
- 2.10 Tenderers should upload their completed tender onto the YORtender website, no later than the date notified on the front cover of the Tender Document and on Page 2/1 or an amended return date as notified by the Council.
- 2.11 When the deadline (closing date and time) for tenders has passed, you will not be allowed to return your tender using YORtender or any other means. The YORtender portal will close automatically at the allocated deadline time, part uploaded documents will not be accepted. The Council will not accept any claims from a Tenderer on the basis that there was insufficient time to upload the documents.
- 2.12 Signatures are not required when making an electronic submission. Typed entries are acceptable.

## 3. TENDER EVALUATION

- 3.1 The Council will evaluate Tenders on a Price/Quality basis. A Price: Quality ratio of 20:80 applies, in favour of quality. The Tender shall be awarded to the highest scoring accepted Tenderer. However, the Council is not bound to accept the highest scoring or any tender.

### 3.2 Price Evaluation

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

It is the Tenderer's responsibility to ensure that the Tender is arithmetically correct, prior to submission. The Tenderer will be informed of any arithmetical errors and be given an opportunity of confirming their offer or amending it to correct genuine errors.

The tender priced submissions will be separately evaluated as part of the tender evaluation. Individual priced components will be summarised into a tender figure for the whole of the service (refer to the Pricing Schedule in Section 3).

Unacceptably low or high tenders may be discarded. A tender will be assumed to be unacceptably (abnormally) low if, in comparison with the Client's preliminary estimate and of all tenders submitted, it seems to be abnormally low by not providing a margin for a normal level of profit, and the tenderer cannot explain the price/price breakdown on the basis of the delivery, or the technical solution proposed.

### 3. TENDER EVALUATION (Cont'd)

The Tender Price Submission will be independently evaluated by the Price Evaluation Team; the lowest acceptable price will be awarded one hundred points. For all other submissions, one point will be deducted for each percentage point by which the submission exceeds the lowest. These points will then be transferred to the 'Price/Quality Evaluation Summary' (Attachment A to Section 2). The 'Price Points' will be multiplied by the 20% weighting to arrive at the 'Price Score'.

#### 3.3 Tender Quality Evaluation

The tender quality evaluation comprises a three stage process:

- Stage One – Tender Questionnaire Pre-qualification – Not used in the evaluation of tenders
- Stage Two – Tender Questionnaire Submission = 80% towards the quality evaluation of tenders
- Stage Three – Interviews = 20% towards the quality evaluation of tenders

#### 3.4 Stage One – Tender Questionnaire Pre-Qualification

The evaluation of this section will be on a series of Pass/Fail and scored questions. The highest scoring six applications of those achieving a Pass will proceed to Stage Two. The Pre-Qualification concentrates on organisation information, financial information, insurances, health and safety and safeguarding requirements. A Pass will be achieved by meeting the minimum criteria stated in the Pre-Qualification Section of the Tender Questionnaire.

#### 3.5 Stage Two – Tender Questionnaire Submission

The tender evaluation for this contract is based on and covers the following 3 main areas of the outcomes required for this service:

- Technical Capacity
- Contract Management
- Social Value

The weightings for these areas have been set to reflect their respective levels of importance.

The tender questionnaire Submission will be scored by a Quality Evaluation Team; each team member will independently mark the submissions. The final mark for each question will be an average of each team member's marks to arrive at the 'Quality Points' per question. The Total Questionnaire Quality points per tenderer will be multiplied by 80% to arrive at the Tenderer's total questionnaire quality score. This will be inserted onto the 'Price/Quality Evaluation Summary' (Attachment A).

### 3. TENDER EVALUATION (Cont'd)

#### 3.6 Stage Three – Interviews

The 2 Tenderers achieving the highest Stage Two questionnaire quality scores will be invited for interview. No other tenders will be considered any further after this point. The interview stage will involve tenderer presentations and the posing of formal interview questions. The subject of the presentation has yet to be determined. Interview questions will be predetermined to further interrogate the tenders of the Tenderers and address any perceived gaps/issues.

The presentations and interviews will attract a score out of 100 according to the content/standard of responses/information provided. The Tenderer's interview scores will be multiplied by 20% to arrive at the Tenderer's interview quality score. This will be inserted onto the 'Price/Quality Evaluation Summary' (Attachment A).

The 'Price Score' and the 'Quality Score' will then be totalled to arrive at the 'Total Score'. The 'Total Scores' will then determine the most economically advantageous tender.

**NOTE: Interviews are provisionally planned to take place on INSERT and the two successful tenderers will be given at least one week's notice in order to prepare.**

**The interviews will also be used to confirm the scoring given to the information within the submitted tenders.**

3. TENDER EVALUATION (Cont'd)

3.7 Overall Quality Evaluation Scoring Details

OVERALL SCORING DETAIL				QUESTION SCORE	% WEIGHTING	TOTAL WEIGHTED SCORE	% TENDER SCORE
SECTION	1	ORGANISATION INFORMATION	INFORMATION ONLY				
SECTION	2	FINANCIAL HEALTH AND INSURANCES	PASS/FAIL				
SECTION	3	HEALTH AND SAFETY	PASS/FAIL				
SECTION	4	SAFEGUARDING	PASS/FAIL				
SECTION	5	PREMIER SUPPLIER PROGRAMME	PASS/FAIL				
SECTION	6	EXPERIENCE	PASS/FAIL				
	6.1	EXAMPLES	PASS/FAIL				
	6.2	REFERENCES	PASS/FAIL				
SECTION	7	TECHNICAL CAPACITY	80%				
	7.1	RECRUITMENT & ENGAGEMENT	10%	5	10%	50	
	7.2	DELIVERY PLAN	10%	5	10%	50	
	7.3	WORKSHOP DELIVERY	20%	5	20%	100	
	7.4	CV's	10%	5	10%	50	
	7.5	HEALTH & SAFETY	10%	5	10%	50	
	7.6	SOCIAL VALUE OBJECTIVES	10%	5	10%	50	
	7.7	EVALUATION METHODOLOGY	10%	5	10%	50	
			80%		MAXIMUM	400	80%
<b>INTERVIEW</b>			20%	100	20%	2000	20%
			100			2400	100%

## **TENDER QUESTIONNAIRE**

**(Incorporating Stage One – Pre-Qualification Questionnaire and  
Stage Two – Tender Questionnaire)**

## **STAGE ONE – PRE-QUALIFICATION QUESTIONNAIRE**

### **SECTION 1: ORGANISATIONAL INFORMATION**

This section must be completed. It is for information and will not be scored.

The term 'Organisation' in this questionnaire refers to all joint partnership/consortium members. Each Organisation is required to contribute to the information/method statements put forward, so that a comprehensive answer is presented on behalf of the tenderer. Collectively, each entity submitting a tender (whether it is a single organisation or a joint partnership/consortium) is referred to as a tenderer.

#### **FOR INFORMATION ONLY**

##### **The Questions:**

<b>1.1 Name of Organisation</b>
---------------------------------

<b>1.2 Contact Details</b>
----------------------------

Name:

Position:

Address:

Telephone number:

Mobile:

E-mail:

Website:

Facsimile:

**1.3 Are you or is your organisation a:**

Sole trader?

Partnership?

Limited Liability Partnership?

Private Limited Company?

Charity/Voluntary Organisation?

Social Enterprise?

User Led Organisation?

Black and Minority Organisation?

Owned or Managed by Disabled Person?

Owned or Managed by Women?

Other –Please specify

**1.4 Date organisation was formed/started trading:**

**1.5 If your organisation is a limited liability partnership, private limited company, public limited company or charity please supply:**

Company/Charity Registration Number:

Date of Registration:

Registration Address:

**1.6 Does any member of your organisation have a relative(s) who is employed by Barnsley MBC / NPS Barnsley Ltd / is an elected member of the council?**

Yes:

No:

If yes please give details:

**1.7 Is your organisation registered under the Data Protection Act 1998?**

Yes:

No:

If yes please provide your Registration Number:

**1.8 Is your organisation registered for VAT?**

If so, please provide VAT registration number.

Yes:

No:

**1.9 Main Supplier/sub-contractors/joint partnership**

Please tick the box below which applies

a) Your organisation is tendering to provide the services without using third parties

b) Your organisation is tendering in the role of Main Supplier and intends to use third parties to provide some services

c) The application is being made as a joint partnership or consortium application



Please list the intended partners or consortia for the tender (if currently known):

<b>Organisation/Department Name</b>	<b>Organisation address and contact details</b>	<b>Service provision responsibility</b>

**SECTION 2: FINANCIAL INFORMATION**

The information provided in this section will be used to assess your financial position and therefore suitability for the contract.

**QUESTIONS IN THIS SECTION ARE MANDATORY AND WILL CONSTITUTE PASS/FAIL**

**2.1 Financial Standing:**

A basic financial reference will be carried out for all applicants.

**Note:** At this stage, suppliers do not need to provide any information. However the Council reserve the right to request a copy of the most recent, unabbreviated financial accounts and the ultimate parent company that cover the last two years of trading or for the period available if trading for less than two years, if this is deemed necessary by the Council's Financial Section

**SCORE = PASS/FAIL**

**2.2 Insurances:**

Please indicate whether you have or would be willing to take out the following levels of insurance protection that fulfils Barnsley MBC's standard insurance requirements.

Insurance	Level of Cover	Currently Hold	Willing to Provide
Employer's Liability	£10 million		
Public Liability	£5 million		

If you currently hold these levels of insurance, please complete Appendix 2 in Section 3

*(Note: If the successful service provider has ticked 'Willing to Provide', it must complete and provide Appendix 2 in Section 3, prior to Contract award. Failure to do so would mean the Council would award to the next service provider without delay)*

**SCORE = PASS/FAIL**

**SECTION 3: HEALTH AND SAFETY ACCREDITATION**

**QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL**

**3.1 Is your organisation SSIP or equivalent accredited?**

Yes (please provide certificate showing accreditation)

No

Applied (evidence must be provided)

*(Note: If the successful service provider has ticked 'Applied', it must be registered and approved under SSIP prior to Contract award. Failure to be so would mean the Council would award to the next service provider without delay)*

**If 'no' to question 3.1, the application will fail**

**SCORE = PASS/FAIL**

**SECTION 4: SAFEGUARDING**

**QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL**

**4.1 Please demonstrate your organisation's has a policy to demonstrate compliance with safeguarding legislation**

It is essential that the service provider is aware of the legislation regarding safeguarding and can ensure compliance with such legislation, particularly since its employees will be in contact with children and vulnerable adults, as part of delivering this service.

Employees may be working in people's homes or alone in a building being used by the public so it is vital that the service provider has satisfactory policies in place to ensure its staff are safe when working alone.

Safeguarding Policy	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Lone Worker Policy	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

**NOTE: Copies of the policies must be attached and validated or the application will fail**

**SCORE = PASS/FAIL**

**SECTION 5 PREMIER SUPPLIER PROGRAMME**

**IS MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE A PASS/FAIL**

To help the Council meet the requirements of the Prompt Payment Code, achieve its corporate priority with regards to supporting the economy and also the agenda to trade electronically, the Council has launched a Premier Supplier Programme. Further details can be found at <http://response.oxygen-finance.com/BarnsleyCouncilPSP> Homepage

**How does the Programme Work?**

The Council's standard payment terms are 30 days from the receipt of a valid invoice. Joining the Premier Supplier Programme means that all invoices will be paid as soon as the Council is satisfied that the applicable goods / services have been provided for that invoicing period.

This early payment attracts a rebate which is automatically calculated on the payment date and then deducted from each invoice value at the point of payment. The maximum amount deducted from the invoice value is 1.25% for payment on day 7 and thereafter reducing on a sliding scale to nil on day 30.

For the avoidance of doubt the "payment date" is the date on which the payment leaves the Council's bank account and not the date it arrives in the suppliers' bank account)

Are you already a member of the Premier Supplier Programme?

Yes

No

If no are you willing to be a member of the Premier Supplier Programme?

Yes

No

**SCORE = PASS/FAIL**

For all revenue contracts, signing up to the Premier Supplier Programme is mandatory. Failure to be / to be willing to be a member of this Programme will result in your application not being considered further. For further details of the Programme please click here <http://response.oxygen-finance.com/BarnsleyCouncilPSP> Homepage

**SECTION 6: EXPERIENCE**

**QUESTIONS IN THIS SECTION ARE SCORED AND ARE EQUALLY WEIGHTED**

**6.1 The supplier is required to demonstrate its ability and record of completing at least one project which involves young people (under 18's) and one project which meets delivering employability skills or identification of work placements, in the last five years (from 1<sup>st</sup> January 2010): -**

**NOTE**

1. The listed projects require references in Question 6.2. If the referee indicates that the project listed does not meet any the criteria in listed, then the project will not be considered and only the remaining projects will be scored.

<b>Pass/Fail</b>	<b>Specification</b>
<b>PASS</b>	Have demonstrated experience of completing at least one project which includes young people (under 18's) and one project which meets delivering employability skills or identification of work placements within the last 5 years.
<b>FAIL</b>	Does not demonstrate experience of completing one project which includes young people (under 18's) and one project which meets delivering employability skills or identification of work placements within the last 5 years

**SCORE = PASS/FAIL**

## **6.2 References are requested from the employers of the contracts stated in Question 6.1**

### **NOTE**

1. References **must** be received via e-mail direct from the companies providing the reference and the referees company should be identifiable from the e-mail addresses used. Any references received direct from the supplier will be disregarded.
2. References are to be returned by e-mail to the following e-mail address – [procurement.barnsley@nps.co.uk](mailto:procurement.barnsley@nps.co.uk) by the Tender return date and time. It is the suppliers (submitting the Tenders) responsibility to ensure that the references are returned on time by the referee, any late references will not be accepted / scored.
3. If projects in Question 6.1 are deemed not to meet the criteria listed or the referee indicates this to be the case, such projects/references shall be rejected and not scored for the purposes of these Questions 6.1 and 6.2.
4. Reference scoring is directly linked to a series of standard responses where higher levels of perceived satisfaction/performance will score higher. The reference template (Appendix A - to this Specification) is scored on a scale of 0 – 10 by the referee. The aggregated score of the compliant references is then divided by the number of references assessed (to the nearest whole number). If only one compliant reference is returned, its total score is halved.
5. If the suppliers resulting mark is less than 70, the application will fail.
6. If no references are received, the application will **fail**

	<b>Score</b>	<b>Mark</b>
<b>PASS</b>	4 -10	70 - 130
<b>FAIL</b>	0 - 3.9	0 - 60



## STAGE TWO – TENDER QUESTIONNAIRE

### Section 7 – Technical Capacity – 80%

#### Question 7.1

Please provide a Recruitment and Engagement Plan, limited to two page of A4, which includes the following elements: -

- The chosen method(s) to advertise the opportunity to the internship providers
- How you will recruit and prepare the specialist providers for delivery
- How you will engage with the schools to promote the opportunity to the students
- How you will recruit and prepare the students to take part in the programme
- How you will interact with all stakeholders. Including North and North East Area Councillors.
- How you will support all students to achieve their potential.

Score	Score Standards	Specification
5	Excellent	The plan provided addresses <b><u>all</u></b> the points
4	Good	The plan provided addresses <b><u>five</u></b> of the points
3	Average	The plan provided addresses <b><u>four</u></b> of the points
2	Below Average	The plan provided addresses <b><u>three</u></b> of the points
1	Poor	The plan provided addresses <b><u>two</u></b> of the points
0	Unacceptable	No plan provided or the plan provided <b><u>fails</u></b> to covers <b><u>more than one</u></b> of the points

**10% of the overall score**

Question 7.2

Please provide an overall plan for delivery of the programme which contains the activities, demonstrates continuity during delivery and outlines timescales in no more than two sides of A4, which must include the following stages: -

- Initial planning
- Actions to enable implementation and delivery
- 'Staying in touch' period
- Conclusion

Score	Score Standards	Specification
5	Excellent	The programme provided includes all of the points, with clear timescales and demonstrates continuity between relevant activities
3	Average	The programme provided includes all of the stages, with clear timescales but does not demonstrate continuity between relevant activities
1	Poor	The programme provided includes two of the points, with clear timescales and demonstrates continuity between relevant activities
0	Unacceptable	The programme provided fails to covers two of the points with clear timescales and continuity between relevant activities

10% of the overall score

Question 7.3

Please provide an overview of workshop delivery in no more than two sides of A4, which must cover the following: -

- Staff delivering the workshop (refer to Question 7.4 regarding CV's)
- Duration of workshops
- Content
- Delivery method
- Who will attend them

Score	Score Standards	Specification
5	Excellent	The overview provided covers <b><u>all</u></b> the above points
4	Good	The overview provided covers <b><u>four</u></b> of the above points
3	Average	The overview provided covers <b><u>three</u></b> of the above points
2	Below Average	The overview provided covers <b><u>two</u></b> of the above points
1	Poor	The overview provided covers <b><u>one</u></b> of the above points
0	Unacceptable	The overview provided does not cover <b><u>any</u></b> of the above points

**20% of the overall score**

#### Question 7.4

Please provide project specific CV's for the staff who will be delivering the workshops as outlined in Question 7.3 above. Each CV will be marked on the following criteria and an average to give an overall score out of 5. One A4 side per person, no more than 4 sides for all staff.

#### Criteria

- Experience of delivering similar programmes/workshops with young people (under 18's).
- Dates when experience was gained
- Contact details in order to verify experience (The Council reserves the right to make contact if deemed necessary)

Note: The more experienced the individuals are, the higher the score to be awarded.

Score	Score Standards	Specification
5	Excellent	The CV includes <b>three</b> examples of delivering programmes/workshops with young people (under 18's), including dates and contact details for each
3	Good	The CV includes <b>two</b> examples of delivering programmes/workshops with young people (under 18's), including dates and contact details for each
1	Poor	The CV includes <b>one</b> examples of delivering programmes/workshops with young people (under 18's), including dates and contact details for each
0	Unacceptable	The CV does not include examples of delivering programmes/workshops with young people (under 18's), and/or does not include dates and/or contact details

#### 10% of the overall score

**Question 7.5**

Please outline your proposed process for ensuring the Health, Safety and Well-being of the students throughout the programme, in no more than one side of A4. Your answer should consider the following:

- How will the individual needs of the students be met, including consideration for health requirement and additional support
- Checking the internship placement providers Health & Safety policies
- How the students travel arrangements will be met
- Procedures in case of emergencies for both workshops and work placements

<b>Score</b>	<b>Score Standards</b>	<b>Specification</b>
5	Excellent	The process provided covers all the above points
3	Average	The process provided covers three of the above points
1	Poor	The process provided covers two of the above points
0	Unacceptable	The process provided fails to cover two of the above points

**10% of the overall score**

Question 7.6

With reference to Clause 4.2 of the Specification, provide a proposal that describes how you will deliver these activities so that the eight outcomes will be achieved.

Your response **must** provide a clear rationale behind how your approach to service delivery will contribute to achievement of each individual outcome, and why. It should also address the following:

- Reference to documentary evidence that your approach to service delivery will contribute to achieving the outcomes
- Any additional activities you would recommend undertaking, why and what outcomes will they contribute to achieving
- How local knowledge and intelligence has been used to inform your proposal/approach
- How can you ensure that no one group is disproportionately targeted and that all groups are treated equally and fairly

Score	Score Standards	Specification
5	Excellent	Response considers Clause 3 and addresses the 8 social value objectives listed in Clause 4.2
4	Good	Response considers Clause 3 and addresses the 7 social value objectives listed in Clause 4.2
3	Average	Response considers Clause 3 and addresses the 6 social value objectives listed in Clause 4.2
2	Below Average	Response considers Clause 3 and addresses the 5 social value objectives listed in Clause 4.2
1	Poor	Response considers Clause 3 and addresses the 4 social value objectives listed in Clause 4.2
0	Unacceptable	Response does not consider Clause 3 and/or addresses less than 4 of the social value objectives listed in Clause 4.2

**10% of the overall score**

Question 7.7

For Clause 9 of Section 1, please provide an evaluation methodology for each of the three stated outcomes, in no more than one side of A4. Your answer should consider the following: -

- How you will collect the data
- How you will analyse the Data
- How you will present/report the Data

NOTE:

1. Three evaluation methodologies (one per outcome) are required to achieve maximum marks.

Score	Score Standards	Specification
5	Excellent	<b>Three</b> evaluation methodologies provided which include all of the above points.
3	Average	<b>Two</b> evaluation methodologies provided which include all of the above points.
1	Poor	<b>One</b> evaluation methodology which includes all of the above points.
0	Unacceptable	No evaluation methodologies provided which address all of the above points.

**10% of the overall score**

**ATTACHMENT A**  
**PRICE/QUALITY EVALUATION SUMMARY**



**ATTACHMENT A**

**EMPLOYABILITY OF UNDER 16s**

**PRICE/QUALITY EVALUATION SUMMARY**

TENDERER	PRICE POINTS	PRICE SCORE X 20% (A)	TENDER QUESTIONNAIRE POINTS	INTERVIEW POINTS	TOTAL QUALITY POINTS	QUALITY SCORE X 80% (B)	TOTAL SCORE (A) + (B)	RANKING
Tenderer A								
Tenderer B								
Tenderer C								
Tenderer D								
Tenderer E								
Tenderer F								

**PRICE EVALUATION**

**SUMMARY OF PRICES**

	<u>PRICE</u>	<u>PRICE POINTS</u>	<u>EVALUATORS SIGNATURE</u>	<u>DATE</u>
Tenderer A .....	.....	.....	.....	.....
Tenderer B .....	.....	.....	.....	.....
Tenderer C .....	.....	.....	.....	.....
Tenderer D .....	.....	.....	.....	.....
Tenderer E .....	.....	.....	.....	.....
Tenderer F .....	.....	.....	.....	.....

**SECTION 3**

**PRICING SCHEDULE, FORM OF TENDER  
AND APPENDICES**

**PRICING SCHEDULE**

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the **20 month** contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are required to distribute the costs into the Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
3. The Payment Profile is split into **three** primary activities and tenderers must include all tasks within these activities as deemed necessary by Tenderers, but **must** as a minimum include those stated.

Spend Type	(Months 1-20) £
<b><i>PLANNING</i></b>	
Preparatory work with schools	
Advertisements	
Recruitment of students	
Interviews with the Students	
Recruitment of Provider	
Induction Sessions	
(Insert as necessary)	
<b><i>DELIVERY</i></b>	
Workshops (Inc. Venue Hire)	
Student Travel Arrangements	
Visits to Placement Providers	
Production of individual student plans	
Celebratory Event	
(Insert as necessary)	
<b><i>EVALUATION</i></b>	
Contract Management Meetings	
Collation of Data	
Analysis of Data	
Preparation of Evaluation Report	
Presentation on Conclusion	
(Insert as necessary)	
<b>Total</b>	

***(Total to be carried to Form of Tender)***

£
---

PRICING SCHEDULE (Cont'd)

**PAYMENT PROFILE:**

1. Tenderers are required to distribute the Tender Breakdown into the Payment Profile (Months 1-20), which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile is split into three primary activities and tenderers must include all tasks within these activities as deemed necessary by Tenderers, but must as a minimum include those stated.

Month Activity/Tasks	MONTHS 1-12												TOTAL FOR MONTHS 1-12 £	
	March 1	April 2	May 3	June 4	July 5	Aug 6	Sep 7	Oct 8	Nov 9	Dec 10	Jan 11	Feb 12		
<b>PLANNING</b>														
Preparatory work with schools														
Advertisements														
Recruitment of students														
Interviews with the Students														
Recruitment of Provider														
Induction Sessions														
(Insert as necessary)														



**PRICING SCHEDULE (Cont'd)**

**PAYMENT PROFILE (Cont'd):**

Month	MONTHS 13 - 20										TOTAL FOR MONTHS 13 - 20 £
	March 13	April 14	May 15	June 16	July 17	August 18	Sept 19	Oct 20			
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£
<b>PLANNING</b>											
Preparatory work with schools											
Advertisements											
Recruitment of students											
Interviews with the Students											
Recruitment of Provider											
Induction Sessions											
(Insert as necessary)											

<b>DELIVERY</b>													
Workshops (Inc. Venue Hire)													
Student Travel Arrangements													
Visits to Placement Providers													
Production of individual student plans													
Celebratory Event													
(Insert as necessary)													
<b>EVALUATION</b>													
Contract Management Meetings													
Collation of Data													
Analysis of Data													
Preparation of Evaluation Report													
Presentation on Conclusion													
(Insert as necessary)													
<b>Anticipated Monthly Payments</b>													

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**FORM OF TENDER**

**SERVICE: EMPLOYABILITY FOR UNDER 16'S SUMMER INTERNSHIP**

**SERVICE REF:**

I/We, the undersigned, hereby offer and undertake to carry out the whole of the Services required to be done in the execution of the above mentioned Service, including the provision of all materials, tools and plant, implements and labour in accordance with the Services Specification Tender Documentation and to comply in all respects with the Barnsley Metropolitan Borough Council's Standing Orders with respect to Contracts for the sum of: (in words) \_\_\_\_\_

(£ \_\_\_\_\_)

I/We confirm that I/We have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

I/We agree to the above Tender being valid for 90 days

I/We understand that you are not bound to accept the lowest or any Tender received and that Barnsley Metropolitan Borough Council will not be responsible for any expense incurred in preparing this Tender

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015 \_\_\_\_\_

Signed \_\_\_\_\_ on behalf of

Company, Firm etc \_\_\_\_\_

Address \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Witnessed by: (Signature) \_\_\_\_\_ (Name) \_\_\_\_\_

Address \_\_\_\_\_



**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 1**

**SUPPLY CHAIN LIST**

Indicate below the Supply Chain you propose to use in delivering this service (if known):

Name of Firm (s)

Scope of Involvement

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 2**

**SERVICE PROVIDER'S INSURANCE DETAILS**

(a) General Details

Project:

Ref:

Contract sum = £ .....

Service Provider's name: .....

address: .....

.....

.....

Amount of Public Liability Insurance required: £5,000,000

Amount of Employer's Liability Insurance required: £10,000,000

Amount of Professional Indemnity Insurance Require: N/A

Name and address of Insurance Broker: .....

.....

.....

.....

(b) Employer's Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

(c) Public Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

Signed on behalf of the Service Provider's Insurance Company/Broker:  
(Official Stamp if available)

Signed: .....

Company: .....

Date: .....

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 3**

**ANTI-COLLUSION CERTIFICATE – GOODS, WORKS AND SERVICES**

**TO: BARNSELY METROPOLITAN BOROUGH COUNCIL**

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than Barnsley MBC the amount or approximate amount or Terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any local authority member, officer or other employee, or employee of NPS Barnsley Limited in connection with the award of this contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other local authority contract or tender.
6. We further certify that the principles described above have been or will be brought to the attention of all sub-contractors, suppliers and associated companies providing goods, services or works connected with the tender and any contract entered into with such contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

SIGNED\* (1) .....

Status .....

SIGNED\* (2) .....

Status .....

For and on behalf of .....

Date .....

**\* Note: To be signed by the same signatories as the Form of Tender**

## **SECTION 4**

### **FORM OF CONTRACT**

**(When required by the Council, the successful Tenderer will execute a formal agreement with the Council on the attached Terms and Conditions)**

**AGREEMENT FOR THE PROVISION OF SERVICES**

This **Agreement** is made with effect from *<insert date>* (the “**Effective Date**”)

**BETWEEN:** *Barnsley Metropolitan Borough Council*  
(the “**Council**”)

**AND:** *<Insert the provider>* (the “**Service Provider**”)

together referred to as the “**Parties**” or individually a “**Party**”.

**Term.** This Agreement will commence (on the Effective Date) and will continue until *<insert the end date>*, unless extended by the Council on giving the Service Provider not less than three months written notice prior to *<insert the end date>* or terminated in accordance with clause 7 of the Conditions (“**the Term**”).

**Services.** The services to be provided by the Service Provider to the Council shall be as set out in Schedule 1 (“**the Services**”).

**Entire Agreement.** This Agreement comprises:

- (i) This signature page
- (ii) The attached Conditions
- (iii) Schedule 1 – Service Specification *[to be inserted following tender exercise]*
- (iv) Schedule 2 - Services Fee *[to be inserted following tender exercise]*
- (v) Schedule 3 – Implementation Plan *[to be inserted following tender exercise]*

The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only be amended in writing in accordance with clause 19 of the Conditions.

Signed on behalf of the **Council**

Signed on behalf of the **Service Provider**

Name: .....

Name: .....

Title: .....

Title: .....

## CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement save where otherwise specifically defined in this Agreement or unless the context otherwise requires the following expressions shall have the following meanings:

**“Authorised Officer”** means the person or persons for the time being appointed by the Council, as being authorised to administer the Contract on behalf of the Council or such person(s) as may be nominated by the Authorised Officer to act on its behalf.

**“Contract Manager”** means the person or persons for the time being appointed by the Service Provider in accordance with clause 5.3.

**“Nominated Officer”** means the person nominated by each Party.

**“Permitted Third Parties”** means any one of the Commission for Healthcare Audit and Inspection, the Independent Regulator of NHS Foundation Trusts, the National Audit Office, or authorised members of the Councils Patients Forum.

**“Services Fee”** means the fee(s) payable to the Service Provider by the Council under the Agreement for the full and proper performance by the Service Provider of the Services, as set out in Schedule 2.

**“Service Users”** means the users of the services that the Service Provider supplies in this Agreement.

**“Service Specification”** means the specification of Services including quality and quantity as set out in *Schedule 1*.

**“Staff”** means all Staff (whether clinical or non-clinical) employed or engaged by the Service Provider (including consultants and agency personnel) in any activity related to or connected with the provision of the Services.

1.2 A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.

1.3 The headings in this Agreement shall not affect its interpretation.

1.4 References to clauses, sub-clauses and Schedules are to clauses, sub-clauses and schedules of this Agreement.

### 2. THE SERVICES

2.1 The Service Provider shall provide the Services as set out in the Service Specification Schedule 1 and in accordance with the terms of this Contract.

2.2 In providing the Services, the Service Provider shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.

### 3. SERVICE STANDARDS

3.1 The Service Provider shall deliver the Services in accordance with the Standards laid down in the Service Specification Schedule 1, the terms of this Contract and the terms of a Variation Notice, if any.

3.2 The Service Provider shall use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial good practice and best practice and standards in health and social care and/or industry for similar services.

3.3 The Service Provider shall comply in all respects to the standards and recommendations by the Authorised Officer.

### 4. RIGHTS OF ACCESS AND INSPECTION

4.1 The Service Users shall gain access to the Services as set out in the Service Specification, Schedule 1.

4.2 The Service Provider shall allow officers of the Council access to the Service Provider’s premises, records and Staff to enable the Council to ascertain that the Services are being provided in accordance with the Contract and any relevant statutory provisions. The Council reserves all rights to undertake unannounced visits to the Service Providers premises and/or

sites where the Services are delivered where deemed necessary.

4.3 Both Parties will ensure that they will comply with the Health and Safety Act 1974 and all other applicable legal requirements and standards relating to the health and safety of those individuals performing the Services are met.

## **5. AUTHORISED OFFICER**

5.1 The Council shall appoint an Authorised Officer to act on behalf of the Council for all purposes connected with the Contract. Details of that person are notified to the Service Provider.

5.2 The Council shall forthwith give notice in writing to the Service Provider of any change in the identity, address and telephone numbers of the person appointed as Authorised Officer. The Council shall use reasonable endeavours to give notice to the Service Provider before changing its Authorised Officer.

5.3 The Service Provider shall appoint a Contract Manager/s to act on behalf of the Service Provider for all purposes connected with the Services and this Contract. Details of the person must be notified to the Council.

5.4 The Service Provider shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Provider shall notify the Council before changing its Contract Manager/s.

## **6. SERVICE PROVIDER'S STAFF**

6.1 The Service Provider shall employ sufficient properly trained, suitably qualified and experienced Staff, and shall ensure that such Staff have supplied proper prior employment references and shall further ensure that any specific requirements outlined in the Service Specification Schedule 1 are met.

6.2 The Service Provider's Staff employed in respect of the provision of the Services shall at all times exercise due care and diligence and respect, in the execution of their duties and the Service Provider shall ensure that such persons are fully, properly and sufficiently instructed and supervised with regard to the provision of the Services.

## **7. DISCLOSING AND BARRING SERVICE – (DBS)**

7.1 The Disclosing and Barring Service ("DBS") is responsible for making barring decisions. The requirement for Disclosure and Barring Service (DBS) checks will continue.

7.2 In accordance with Clause 7.1:

7.2.1 The Service Provider under the Protection of Children (PoC) will now refer all new cases to DBS which has the responsibility of making any barring decisions;

7.2.2 the DBS shall automatically bar a person without a referral when they receive information from the police that the person has received a new conviction or caution for a specified serious offence and as a result the Service Provider warrants that a person barred under this Clause shall be removed from the provision of the Services under this Contract with immediate effect.

7.3 The Council under its duty to the DBS shall respond to requests from the DBS for further information already held by the Council in relation to the Service Provider's Staff and the Service Provider shall comply with such requirements as may be necessary.

7.4 The failure of the Service Provider to comply with this Clause 7 is deemed to be a criminal offence and as such the Service Provider shall familiarise itself with necessary updates on DBS currently published on <https://www.gov.uk/disclosure-barring-service-check>.

7.5 In addition to Clause 7.4, failure by the Service Provider to comply with this Clause 7 may lead to the immediate termination of this Contract at the Council's sole discretion.

7.6 The Service Provider shall, insofar as it is able by Law to require disclosure by applicants of all criminal convictions in recruitment and engagement of Staff:

7.6.1 Obtain a full employment history and satisfactory references for all applicants;

7.6.2 confirm the applicant's legal right to work in the UK;

7.6.3 not allow any member of Staff to commence employment prior to the receipt of a satisfactory Disclosure and Barring Service (DBS) checks as detailed in Clause 7.9 to 7.12 below;



7.6.4 notify the Council immediately if any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Service Provider (or any employee of a sub-contractor involved in the provision of the Services).

7.7 The Authorised Officer acting reasonably shall be entitled to require the Service Provider to remove immediately from the provision of the Services a named member of the Service Provider's Staff. The Service Provider shall have the right to make representations to the Authorised Officer concerning such person. After taking any representations into account, the Authorised Officer shall be entitled to confirm, revoke or vary his decision.

7.8 The Service Provider shall bear the cost of or costs arising from any Notice, instruction or decision of the Council under this Clause 7.

7.9 The Service Provider and their Staff will be required to undergo an enhanced DBS check before they will be allowed to start work. It is a criminal offence to employ a new member of Staff working with children if they are not registered with the DBS. All such Staff will be required to be registered with the DBS and not be barred.

7.10 For this purpose the Rehabilitation of Offenders Act 1974 does not apply and the Service Provider and its Staff shall be required to disclose all convictions, cautions, reprimands and final warnings, including those that would be deemed as spent under the provisions of the Act. The Service Provider shall comply with any instruction issued by the Council that the Service Provider shall not use any particular employee in the performance of this Contract where the Council has information that the safety or comfort of Service Users may be affected.

7.11 The Service Provider shall ensure that no person who discloses any convictions, cautions, reprimands and final warnings, or who is found to have any convictions following the results of a DBS check, is employed or engaged by the Service Provider or on the Service Provider's behalf without

informing the Council and ensuring a risk assessment has taken place.

7.12 The Service Provider shall ensure that the Council is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff (or any employee of a sub-contractor involved in the provision of the Services), receives a conviction, caution, reprimand and final warnings or whose previous convictions become known to the Service Provider.

## **8. SAFEGUARDING**

8.1 The Service Provider to ensure they are compliant with the Safeguarding Child Protection Procedures for South Yorkshire in order to promote and safeguard the health and wellbeing of children and young people in their care.

8.2 Service Provider should identify an appropriate Safeguarding Manager who will ensure that all staff employed by the Service Provider are appropriately trained in the recognition of child abuse and procedural reporting requirements.

8.3 Service Provider to ensure that Safeguarding training is implemented, monitored and evidenced by a training matrix to include all staff.

8.4 If there are any concerns regarding the safeguarding of children then the Service Provider shall ensure that a safeguarding referral is sent to the Safeguarding Children Inbox ([safeguardingunit@barnsley.gov.uk](mailto:safeguardingunit@barnsley.gov.uk)) within 24 hours.

8.5 Service Provider to adhere to all Safeguarding Children procedural timeframes as outlined in the South Yorkshire Child Protection procedures.

8.6 Where necessary the Service Provider shall make a decision as to whether a staff member is suspended while investigations into safeguarding children concerns are made. Dependent upon the level of risk identified, and if the member of staff is not suspended then the Service Provider should ensure safeguards are in place to maintain the welfare of a vulnerable victim.

## **9. DEPRIVATION OF LIBERTIES SAFEGUARDS (DOLS)**

NOT USED

## **10. PERFORMANCE MONITORING**

10.1 The Service Provider shall comply with the Performance Monitoring arrangements as set out in the Service Specification Schedule 1.

## **11. COMPLIANCE**

11.1 The Service Provider shall comply with and supply the Council with written evidence demonstrating how it meets its obligations to both Service Users and its employees/ volunteers in respect of the Sex Discrimination Act 1975; the Race Relations Act 1976; the Disability Discrimination Act 1995; the Race Relations (Amendment) Act 2000; Employment Equality (Age) and Employment Equality (Religion and Belief) Regulations 2003; Race Relations Act 1976 (Amendment) Regulation 2003; Civil Partnerships Act 2004; Gender Recognition Act 2004; Disability Discrimination (Amendment) Act 2004, and Carers (Equal Opportunities) Act 2004; Racial and Religious Hatred Act 2006; Equality Act 2006; Employment Equality (Age) Regulation 2006, Mental Capacity Act 2005, Deprivation of Liberties Safeguard 2009 (DOLS) in respect of Service provision and workforce matters.

11.2 The Service Provider shall co-operate fully with any Council initiative to raise awareness of the importance of Equality and Diversity including but not limited to ensuring that its Manager attends training events and conferences relating to Equality and Diversity when invited to do so in the expectation that information or knowledge acquired at such events will be cascaded to or shared with Staff as part of their continued training and development.

11.3 The Service Provider shall co-operate fully with any Council process for monitoring the effective implementation of the Council's Equality and Diversity Policy as an integral part of a wider monitoring of Service provision including but not limited to an inspection of any records kept in relation to Staff training and associated workforce matters, and any records kept in relation to Service Users cared for or supported by the Service Provider within the requirements of the Data Protection Act 1998.

## **12. HUMAN RIGHTS**

12.1 The Service Provider:

12.1.1 shall comply with the Human Rights Act 1998 (HRA) as if it were a 'Public Council' within the meaning of the legislation.

12.1.2 acknowledges that it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English Law by the HRA.

12.1.3 shall throughout the duration of this Agreement and at their own cost be subject to the same duty in respect of HRA in the same way as if they were the Council.

## **13. ENVIRONMENTAL REQUIREMENTS**

13.1 The Service Provider shall operate and comply with and provide for the Council on request a comprehensive environmental policy, which shall include details on, but are not limited to Purchasing of Goods and Services, Transport and Travel, Energy Usage, Waste and Recycling, Printing and Environmental Action Plans.

## **14. DATA PROTECTION ACT**

14.1 Each Party, including its Staff, shall comply with the requirements of the Data Protection Act 1998 (the "DPA") in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of the DPA.

14.2 The Service Provider shall in accordance with the DPA be notified and shall advise the Authorised Officer of its notification reference on the Public Register of Data Controllers.

14.3 The Service Provider shall ensure that it has in place appropriate technical and organisational 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:

14.3.1 Provide the Council with such information as the Council may reasonably require to satisfy itself that the Service

Provider is complying with its obligations under the DPA;

14.3.2 immediately notify the Council of any breach of the security measures required to be put in place pursuant to this Clause 14; and

14.3.3 ensure that it does nothing knowingly or negligently, which places the Council in breach of the Council's obligations under the DPA.

14.4 The Service Provider agrees to indemnify the Council against all costs that the Council incurs as a result of the Service Provider's failure to comply with this Clause 14.

14.5 The Service Provider shall ensure that personal data is not transferred to a country or territory outside the European Economic Area without the prior written consent of the Council.

14.6 On termination of this Contract the Service Provider shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Council.

14.7 The provision of this Clause 14 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **15. FREEDOM OF INFORMATION**

15.1 The Service Provider recognises that the Council is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Contract in any way.

15.2 The Service Provider will assist the Council to enable the Council to comply with its obligations under the Freedom of Information Act 2000 or other applicable legislation governing access to information. In particular, it acknowledges that the Council is entitled to any and all information relating to the performance of this Contract. In the event that the Council receives a request for information under the Freedom of Information Act 2000 or any other applicable legislation governing access to information, and requires

the Service Providers assistance in obtaining the information that is the subject of such request or otherwise, the Service Provider will respond to any such request for assistance from the Council at its own cost and promptly and in any event within 10 days of receiving the Council request.

15.3 In the event that the Council receives a request for information relating to this Contract under the Freedom of Information Act 2000 or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the Freedom of Information Act 2000 or other applicable legislation governing access to information, save that in relation to any such information that is exempted or excepted information, the Council shall use reasonable endeavours to consult the Service Provider as soon as reasonably practicable and shall not:

15.3.1 confirm or deny that the information in question is held by the Council, or

15.3.2 disclose the information requested, to the extent that in the Council's sole opinion (including on any question where relevant of the public interest) (having taken into account the views of the Service Provider) an exemption or exception should be applied in accordance with the relevant section of the Freedom of Information Act 2000 or the Environmental Information Regulations in the circumstances.

## **16. TRANSPARENCY**

16.1 The parties acknowledge that, notwithstanding any provisions to the contrary, the text of this Contract, and any Schedules to this Contract, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

16.2 Notwithstanding any other term of this Contract, the Service Provider hereby gives its consent for the Council to publish the Contract in its entirety, including from time to time

agreed changes to the Contract, to the general public in whatever form the Council agrees.

## **17. REPUTATION OF THE COUNCIL AND PUBLIC SERVICE CONSIDERATIONS**

17.1 The Service Provider shall not, and shall use its reasonable endeavours to procure that its Staff shall not, knowingly do or omit to do anything in relation to this Contract or their other activities which may bring the standing or reputation of the Council into disrepute or attract adverse publicity to the Council.

## **18. PRICE AND PAYMENT**

18.1 The Council shall pay to the Service Provider the Services Fee within 30 (thirty) days of receipt of a valid invoice (“the Due Date”) submitted by the Service Provider in accordance with Schedule 2 hereof.

18.2 The Services Fee shall be exclusive of VAT which shall be payable, if applicable, by the Council in addition to such Services Fee upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

18.3 If payment is not made by the Due Date, in addition to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, the Service Provider may cancel and/or suspend the Services unless the Council upon receiving written notice immediately pays.

18.4 All rights of set off or deduction are hereby retained by the Councils.

## **19. VARIATIONS**

19.1 In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by the Parties Nominated Officers.

19.2 Any variations agreed by the Parties shall be in writing and signed by the Parties Nominated Officers.

## **20. SUSPENSION OF THE SERVICE**

20.1 If the Council considers that the Service Provider is or may be in breach of its obligations under this Contract and as such the Council determines that this poses potential risks to Service Users, the Council shall have

the right to suspend the Services wholly or in part, until any investigations are successfully concluded and in exercising this right, it shall not jeopardise in any way all other rights and remedies available to it.

20.2 Following a period of suspension as referred to above, the Council may as a result of any investigation:

20.2.1 terminate the Contract in accordance with Clause 21 below.

20.2.2 notify the Service Provider to resume the provision of the Services.

## **21. TERMINATION**

21.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 6 (six) months' notice of termination.

21.2 Subject to both Parties' compliance with clause 21.1 above either Party shall be entitled to terminate the Agreement without liability to the other Party (the Defaulting Party”) by giving notice to the Defaulting Party at any time if the Defaulting Party commits a material breach of the Agreement, which in the case of a breach which is capable of remedy shall not have been remedied or substantive steps taken to remedy such breach within 30 (thirty) days from the date of receipt by the Defaulting Party of a notice from the other Party identifying the breach and requiring its remedy.

## **22. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

22.1 Subject to Clause 15, all written information and data made available by one Party (“the Disclosing Party”) to the other (“the Receiving Party”) hereunder is confidential (“Confidential Information”) and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.

22.2 Each Party shall use all reasonable endeavours to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.

22.3 Upon written request of the Disclosing Party or expiration or termination of this Agreement the Receiving Party will return to

the Disclosing Party all Confidential Information not previously returned.

22.4 The obligations contained in this Clause 22 shall survive termination of this Agreement by ten (10) years.

22.5 Information shall not be considered as Confidential Information where it is:

22.5.1 already in the public domain other than through default of the Receiving Party;

22.5.2 already in the Receiving Party's possession with no obligation of confidentiality; or

22.5.3 Independently developed by the Receiving Party without reference to the Confidential Information.

22.6 Any samples, plans, drawings or information relating to the Services supplied to or specifically produced by one Party for the other, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Agreement.

**23. INDEMNITY AND INSURANCE**

23.1 The Service Provider shall indemnify and keep indemnified the Council against any loss damage or liability suffered or incurred by the Council which arises directly or indirectly from the performance (including imperfect or attempted performance or non-performance) by the Service Provider of its obligations under this Contract.

23.2 The Service Provider shall effect and maintain with a reputable insurance company the following minimum insurance cover:

Employer's liability	£10,000,000 in respect of any one claim
Public liability	£5,000,000 in respect of any one claim

23.3 The Service Provider shall upon request by the Council and to the satisfaction of the Council produce written proof of such insurance and of the renewal of such insurance.

23.4 The Service Provider shall hold adequate insurance for all vehicles used by the Service Provider and ensure that any Staff using their motor vehicles to carry Service Users and/or Carers have valid business insurance on their motor vehicles and shall produce a copy of

each certificate to the Authorised Officer if requested to do so provided that if the Council requests this information more often than once a year the Council shall meet the Service Provider's reasonable cost of production.

**24. FORCE MAJEURE**

24.1 Neither Party shall be in breach of the Agreement if there is any total or partial failure of performance by it of its duties and obligations under the Agreement occasioned by an event of force majeure ("Force Majeure") including by way of illustration and not exclusively; any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of third parties of whatever nature and any other reason beyond its control.

24.2 A Party's obligations under the Agreement shall be suspended during the period for which the reason described in clause 24.1 continues and as soon as it is reasonably practicable after the said reason ceases to exist that Party shall give written advice to the other Party of that fact. If such reason continues for a period of more than 60 (sixty) days either Party shall have the right to terminate the Agreement upon giving 14 (fourteen) days' notice of termination to the other Party.

**25. NOMINATED OFFICERS**

25.1 As of the Effective Date, the persons or their deputies nominated by the Parties to monitor performance of the Service, to agree variations, payments and receive notices hereunder are:

For the Council:

Name: <insert name>

Address: Barnsley Metropolitan Borough Council

.....  
.....

Tel: insert

Email: insert

Name: insert

Address:.....  
.....  
Tel:.....  
Email: .....

25.2 Either Party may change its Nominated Officer by giving reasonable notice hereunder.

**26. INFORMATION AND MONITORING**

26.1 The Nominated Officers shall meet formally at intervals not exceeding every 1 (one) month from the Effective Date to consider any issues arising from the operation and performance of the Agreement.

26.2 The Service Provider shall throughout the Term, permit the Council's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Provider in connection with this Agreement provided that the Council shall have given the Service Provider two (2) Normal Working Days prior written notice.

26.3 If at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.

26.4 NOT USED

**27. NOTICES**

27.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent:

27.1.1 by hand; or

27.1.2 by first class post; or

27.1.3 by registered post; or

27.1.4 by facsimile or e-mail, (the electronic media)

to a Party at the addresses or relevant telecommunications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.

27.2 Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days following the date of despatch of the notice or

other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

**28. GENERAL**

28.1 This Agreement is personal to the Service Provider and the Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement nor shall it sub-contract any of its rights or obligations unless that sub-contracting be with the prior written consent of the Council, such consent not to be unreasonably withheld.

28.2 The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is agreed by both Parties in writing.

28.3 The termination of this Agreement for any reason shall be without prejudice to any rights or obligations which shall have accrued or become due between the Parties prior to the date of termination.

28.4 The termination of this Agreement for any reason shall not affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

28.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the he provision in question shall not be affected thereby.

28.6 Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

## **29. REMEDIES FOR NON-PERFORMANCE**

29.1 In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:

29.1.1 Where one Party considers that the other Party has not performed its obligations under the Agreement, that Party may request a meeting with the other Party by giving (two) weeks' notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for the provision and receipt of the particular Services which have been under performed.

29.1.2 Following such meeting, the Party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other Party.

29.2 Where the Party requesting such meeting is not reasonably satisfied that the other Party's non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance with clause 30 or to termination of the Agreement in accordance with clause 21.

## **30. DISPUTE RESOLUTION PROCEDURE**

30.1 Where a Party agrees to resolve any dispute which arises out of this Agreement ("Dispute") by negotiation, then each Party is to be represented by a person who:

30.1.1 is a director or person of equivalent status with a Party, and

30.1.2 has had no direct day-to-day involvement in the relevant matter to settle the Dispute.

30.2 If the Parties are unable to settle any Dispute by negotiation under clause 29.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.

30.3 If, after Mediation, the Dispute remains unresolved between the Parties the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.

30.4 Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in this clause 29, continue to carry out their obligations in accordance with this Agreement.

## **31. NON-SOLICITATION**

31.1 During the Term and for a period of 2 (two) years after termination, neither Party shall solicit any employee engaged in the provision of the Services, including in the case of the Service Provider, its Staff, without the other Party's prior written consent.

## **32. APPLICABLE LAW**

32.1 This Agreement shall be governed and construed according to English Law.

32.2 A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **APPENDIX A – REFERENCE TEMPLATE**



APPENDIX A – REFERENCE TEMPLATE



**BARNSLEY**  
Metropolitan Borough Council

PROJECT REF:

**EMPLOYABILITY FOR UNDER 16'S SUMMER HOLIDAY INTERNSHIP**

**ADVERTISING AND SELECTION OF TENDERERS – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES**

OBTAINED FROM			
Name		Date	
Company		Tel No	
Email		Fax No	

The supplier that you are providing a reference for has confirmed that the project to be detailed below relates to one of the following areas, please tick the criteria which your scheme covers

AREAS/CRITERIA	Please Tick (✓)
• Delivering employability skills	
• Identification of work placements	
• Working with young people (under 18's)	

1 – PROJECT DETAILS	
Supplier	
Project Title	
Project Description ( <i>brief details</i> )	
Completion Date/Contract period	
General Comments	

Please complete all questions by placing a tick in the appropriate box. If any boxes are left blank, a score of zero will be given to that question.

2 – PROJECT PERFORMANCE	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Technical competence												
Project organisation, resources and supervision												
Response to Client's Instructions												

**ADVERTISING AND SELECTION OF TENDERERS – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES**

2 – PROJECT PERFORMANCE	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Management of Sub-Suppliers												
Consideration for Public												
Compliance with performance criteria specified in the contract												
Standard of compliance with 'Health and Safety'												
Degree of co-operation in contract monitoring												
Submission of financial invoices/ accounts												
Communication with Stakeholder												
Standard of administration												

3 – PROJECT SATISFACTION	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Quality of service												
Ability to meet completion dates												
<b>Total (for office use only)</b>												

Referee Signature: .....

Print Name: ..... Date: .....

Please send completed via e-mail copy to: [procurement.barnsley@nps.co.uk](mailto:procurement.barnsley@nps.co.uk)



**SECTION 5**  
**SOUTH AREA PLAN**  
**(ATTACHED PDF DOCUMENT)**

