



Contract title	Framework Agreement for the Provision of School's Online Payments Systems
Contract ID	DN437410
Type of supply	SERVICES
Type of contract	FRAMEWORK AGREEMENT
Contract start date	01 April 2020
Contract end date	31 March 2024
Estimated total contract value	£3,000,000
Tender Documentation includes	Volume 1 OPEN Introduction Volume 2 Returning a Submission Guide Volume 3 OPEN The Specification Volume 4 Price Volume 5 Selection and Award Questionnaire Volume 6 Contract Conditions Appendix 1 Project Catalogue Appendix 2 Processing Personal Data and Data Subjects

TENDER CLOSING DATE: 10 January 2020 at 10am

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1. General

- 1.1. The “Authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable suppliers to participate in this procurement process.

Information about the Authority is available on our website www.northyorks.gov.uk.

- 1.2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity responsible for the information provided**. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

2. Scope of requirements

- 2.1. The Authority wishes to award a Framework Agreement for The Provision of School’s Online Payments Systems, (“the Contract”).
- 2.2. The systems will provide payment portals for use by schools, pupils and other authorised users as a means to make cashless payments for school meals, trips, after school clubs and other income streams for schools. Further information is contained within Volume 3, The Specification.
- 2.3. For the purposes of this tender document, the term ‘school’ will be defined as all educational establishments throughout England and Wales including; LA maintained, free schools, faith schools, special schools, independent schools, academies, multi academy trusts, pupil referral units, nurseries and early years’ providers.
- 2.4. This Contract is being tendered as an OJEU Open process in accordance with Regulation 27 of the Public Contracts Regulations 2015.
- 2.5. The Contract will be for a period of 4 years.
- 2.6. The anticipated annual Contract value based on current spend by the Authority, plus growth for granting access to schools and local authorities throughout England and Wales, is between £250,000 and £500,000, therefore the anticipated value of the Contract is between £1,000,000 and £2,000,000. The potential maximum value of the Contract is £3,000,000.
- 2.7. Please note that schools are under no obligation to access this framework and therefore there are no guarantees of any work.
- 2.8. Call-Off Contracts will be awarded under the Framework by way of direct award, further competition or a combination of both using the procedure set out in volume 6, clause 4 and sections 5 and 6 below.
- 2.9. The Authority is seeking to implement a Framework Agreement which will be divided into two Lots;
- Lot 1 - school’s online payments systems, software only. The support service shall be delivered by an approved support provider of choice. This Lot shall be available for schools and local authorities throughout Yorkshire and the Humber.

- Lot 2 - school's online payments systems with support services delivered directly by the Supplier. This Lot will be available for schools and local authorities throughout England and Wales.
- 2.10. The Authority intends to offer choice to schools and local authorities and is therefore looking to appoint a maximum of three Suppliers to each Lot.
 - 2.11. The Supplier(s) who are appointed to Lot 1 of the Framework Agreement shall be willing to work with schools and local authorities throughout Yorkshire and the Humber.
 - 2.12. The Supplier(s) who are appointed to Lot 2 of the Framework Agreement shall be willing to work with schools and local authorities throughout England and Wales.
 - 2.13. The Authority intends to appoint a maximum of three Suppliers per Lot.
 - 2.14. Suppliers shall be awarded to the Framework based on their overall score as a result of the evaluation process.
 - 2.15. The three highest scoring Suppliers shall be successfully awarded to the Framework Agreement.
 - 2.16. In a situation where Supplier 3 and Supplier 4 achieve the same overall score, following the evaluation process, the Authority reserves the right to accept both Suppliers to the Framework Agreement.
 - 2.17. The Authority recognises the considerable investment for schools and local authorities related to the implementation of such systems. As a result, the cost of change can be significant. The duration of the framework shall be for a period of 4 years.
 - 2.18. Individual call-off arrangements made under this Framework Agreement shall be for a maximum of 6 years.
 - 2.19. The Supplier(s) successfully appointed to the Framework Agreement will be required to attend a series of events whereby they can demonstrate their systems to schools and local authorities.
 - 2.20. Current annual spend for schools within North Yorkshire is approximately £100,000.

3. Evaluation for Contract Award

- 3.1. Invitation to Tender (ITT) responses will be assessed considering the following principal factors:
 - Selection criteria
 - Award criteria
- 3.2. **SELECTION CRITERIA (Please see Volume 5 – Selection and Award Questionnaire)**
 - The Selection criteria will be evaluated first. Suppliers should note that in order to move to the Award stage they must satisfy all threshold questions (T). If your organisation fails any of the Selection criteria your tender will be disqualified.

- The selection stage will be evaluated using the responses from your organisation with regard, where appropriate, to its economic and financial standing, technical and professional ability and previous experience.
- Where a Supplier has self-certified the Authority reserves the right to request evidence to support the self-certification as part of the SQ process.
- Details of the selection criteria are provided in the table below:

Q.	Topic	Assessment
Part 1 – Potential Supplier Information		
SECTION 1: POTENTIAL SUPPLIER INFORMATION		
1.1	Supplier Details	Information Only
1.2	Bidding model	Information Only
1.3	Contact details and declaration	Information Only
Part 2 – Exclusion Grounds		
SECTION 2: GROUNDS FOR MANDATORY EXCLUSION		
2.	Grounds for mandatory exclusion	Threshold
SECTION 3: GROUNDS FOR DISCRETIONARY EXCLUSION		
3.	Grounds for discretionary exclusions	Threshold
Part 3 – Selection Questions		
SECTION 4: ECONOMIC AND FINANCIAL STANDING		
4.1	Audited accounts or alternative	Threshold
SECTION 5: PART OF A WIDER GROUP		
5.	Partner Organisation Details	Threshold
5.1	Access to parent company accounts	Threshold
5.2	Parent company guarantee	Threshold
5.3	Other party guarantee	Threshold
SECTION 6: MODERN SLAVERY ACT 2015		
6.1	Section 54: Relevant organisation	Threshold
6.2	Compliance with Section 54	Threshold
SECTION 7: ADDITIONAL QUESTIONS		
7.1	Insurance	
7.1 a)	Employer's (Compulsory) Liability	Information Only
7.1 b)	Public Liability	Information Only
7.1 c)	Professional Indemnity	Information Only
7.1 d)	Cyber Insurance	Information Only

7.1 e)	Minimum insurance levels	Threshold
7.2	Health and Safety	
7.2 a)	Health and Safety Policy	Threshold
7.2 b)	HSE - receipt of enforcement / remedial orders	Threshold
7.3 c)	Subcontractor H&S checks	Threshold

- Each Selection criteria question within Volume 5, Selection and Award Questionnaire, indicates whether it is:
 - For information only (I) or
 - A threshold (T)

3.3. **AWARD CRITERIA (Please see Volume 5 – Selection and Award Questionnaire)**

- The Authority will select the most economically advantageous tender using a price: quality ratio of 30:70.

Quality 70%

- Details of the award criteria weightings are provided in the table below:

Part 4 – Award Questionnaire		
A1 - A8	Please see Volume 5 Selection and Award Questionnaire for full breakdown	Combination of Threshold and Information only
A9.	Functionality – Role of Administrator	10%
A10.	Functionality – Role of Parent	5%
A11.	Functionality - Reporting	8%
A12.	Contract Management – KPI's	2%
A13.	Contract Management – Key Partnerships	2%
A14.	Contract Management - Marketing	2%
A15.	Implementation and Training - Process	5%
A16.	Implementation and Training – Training Plan	5%
A17.	New Technologies and Upgrades – Latest developments	8%
A18.	New Technologies and Upgrades - Communication	5%
A19.	New Technologies and Upgrades – System upgrades	4%
B20.	LOT 1 ONLY - Support Services and Training - SLA	7%
B21.	LOT 1 ONLY - Support Services and Training - Training	7%

C20.	LOT 2 ONLY - Support Services and Training - SLA	14%
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- Questions are scored on a scale of 0 to 10; this is based on how your organisation responds to the question with reference to the detail contained in the specification. The score your organisation receives will then be divided by the maximum score available; 10, and then multiplied by the question weighting to give you a score for each question.
- An example of the calculation of quality scoring is detailed below:

Question 1.1 has a weighting of 20%.

A Supplier is awarded 8 marks out of a possible 10 for their response to this question (as established using the tender scoring criteria detailed in Table 1 below).

Therefore, this Supplier is scored: $(8 \div 10) \times 20 = \text{Score } 16\%$.

Table 1: Tender scoring criteria

Score	Score Standards	
10	Excellent Answer	Shows a comprehensive understanding of the contract and the ability to apply and deliver all the required standards to a high level. Excellent response with detailed examples/supporting evidence.
8	Good Answer	Shows an above basic – reasonable understanding of the contract and the ability to apply and deliver all the required standards to an above basic level. Provides good level of detail/examples as supporting evidence.
6	Acceptable Answer	Shows a basic - reasonable understanding of the contract and the ability to apply and deliver all the required standards to a basic level. Lacks sufficient detail/examples to award a higher mark.
4	Poor Answer	Shows a less than basic understanding of the contract and that only some of the required standards could be applied & delivered.
2	Very Poor Answer	Shows little understanding of the contract and that none of the required standards could be applied and delivered.
0	No answer or unacceptable answer given	No response to the question or the response is not considered relevant. The response is unconvincing, flawed or otherwise unacceptable. Response fails to demonstrate an understanding of the Authority's requirements.

Pricing 30%

- Suppliers shall be required to provide pricing for 6 scenarios per Lot, each scenario is worth a maximum of 5%, with a potential maximum score of 30%.

For example: If Supplier A tenders the lowest price of £1,000 for scenario 1 they would be awarded the maximum 5% for that scenario. Supplier B tenders the next lowest price of £2,000 they would be awarded 2.5% for that scenario.

- The score from the quality and price evaluations will be combined to produce a total score. For example, if your organisation scores 48% on quality and 7% on price, the overall score will be 55%.
- The Authority will select the Supplier who has achieved the highest overall score (based on price and quality) to be awarded the Contract.

3.4. Responses will be evaluated by an Evaluation Panel with a minimum of three evaluators (subject to the value and complexity of the procurement). The Evaluation Panel will consist of officers from the Project Team and any other relevant officers of the Authority.

3.5. Responses will be evaluated following a two stage process:

- Stage 1: ITTs are reviewed and scored individually by the members of the Evaluation Panel. All the scores and any comments are recorded.
- Stage 2: The Evaluation Panel meets to agree consensus scores for each of the ITTs discussing individual scores and comments to reach a consensus.

4. Timetable

4.1. The draft timetable below outlines the estimated duration of the procurement process. Suppliers should note this is for indicative purposes only and the Authority is not bound by these timescales.

Date	Activity
29 November 2019	Tender issued
23 December 2019	Last date for Supplier questions to be submitted
10 January 2020	Tender response submission deadline
10 January 2020 – 24 January 2020	Tender evaluation period
03 February 2020 – 13 February 2020	10 day mandatory standstill period
14 February 2020	Appointment of Suppliers to Framework
01 April 2020	Commencement of the Framework

5. Individual Call-Off Agreements

5.1. The Framework Agreement will go live on 01 April 2020 and will be in place until 31 March 2024.

5.2. A school or local authority may enter into individual Call-Off Agreements for up to 6 years.

5.3. It is permissible for a Call-Off Agreement to continue beyond the expiry of the Framework Agreement.

6. Individual Call-Off Agreements – Direct Award

6.1. Schools and local authorities will have the ability to contract directly with the 1st ranked Supplier successfully appointed to each Lot of the Framework Agreement via direct award without the need to conduct a further competition.

6.2. Schools and local authorities will use the Suppliers Pricing Catalogue which will be completed as part of their submission, to determine the total cost of each Supplier for the requirement being sourced.

6.3. A set of Call-Off terms and conditions have been created for schools and local authorities to put in place with the Supplier. Should any minor amendments be required to the Call-Off terms, this will require a further competition to be undertaken.

6.4. Upon identification of a successful Supplier, the following documentation shall be completed;

Lot 1	Lot 2
Call Off Contract and Order Form	Call Off Contract and Order Form
Service Level Agreement (between the school and/or local authority and the approved support provider)	Service Level Agreement (between the school and/or local authority and the supplier)
Purchase through SLA Online (for North Yorkshire Education Services customers only)	Purchase through SLA Online (for North Yorkshire Education Services customers only)

7. Individual Call-Off Agreements – Further Competition

7.1. Where there no justification for a direct award, or there is an appetite to compete the requirements, schools and local authorities will also have the ability to carry out a further competition to fulfil their requirements.

7.2. Should a school or local authority determine that a further competition is necessary, the following criteria shall be used;

Criteria	Example Weightings*
Price	0-100%
Quality	0-100%

*to be set by the school or local authority dependent upon the requirement – the Quality and Price weightings combined should add up to 100%.

7.3. Schools and local authorities shall have access to the following documentation to assist with the creation of their further competition.

- Supplier’s Pricing Catalogue

- Supplier Service Catalogue

- 7.4. The specification developed for use in the further competition document should provide suppliers with a clear understanding of the services required in to enable them to submit a proposal that is fit for purpose.
- 7.5. Further competitions shall be published to all Suppliers awarded on the relevant Lot.
- 7.6. Further competitions shall be published in accordance with the schools or local authorities own internal processes.
- 7.7. There are no minimum timescales for publishing a further competition, however the timescales allowed should be proportionate to the requirement.
- 7.8. Once the further competition deadline has closed, the responses shall be evaluated in accordance with the criteria set out in the further competition documentation.
- 7.9. Schools and local authorities may opt to conduct a 10-day standstill period. Although this is not mandatory, it is recommended by the Authority for high value, long term contracts.
- 7.10. Further competition templates will be made available once the Framework Agreement has gone live.
- 7.11. Upon identification of a successful Supplier, the following documentation shall be completed;

Lot 1	Lot 2
Call Off Contract and Order Form	Call Off Contract and Order Form
Service Level Agreement (between the school and/or local authority and the approved support provider)	Service Level Agreement (between the school and/or local authority and the supplier)
Purchase through SLA Online (for North Yorkshire Education Services customers only)	Purchase through SLA Online (for North Yorkshire Education Services customers only)

- 7.12. A set of Call-Off terms and conditions have been created for schools to put in place with the Supplier. Minor amendments can be made to the Call-Off terms and conditions where both parties are in agreement.

8. Further Information

- 8.1. Please note that for electronic submissions, electronic signatures or the name and position of the designated person is sufficient.
- 8.2. The Authority can only consider tender submissions which have been fully completed. If you do not complete the documentation properly the Authority cannot consider your tender submission at all.

9. Notes for completing the tender

- 9.1. The Selection and Award Questionnaire (Volume 5) has been designed to assess the suitability of a Supplier to deliver the Authority's Contract requirement(s). If your organisation already provides goods/works/services to the Authority, you must still

complete all questions in full. The Authority can only evaluate information provided as part of this tender submission.

- 9.2. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.
- 9.3. Please note where a word limit has been specified this will be enforced by the evaluation panel i.e. any content over and above stated limits will not be evaluated.
- 9.4. Please ensure appendices are only provided where specifically requested, these should be numbered clearly and listed as part of your declaration i.e. any appendices that are not requested will not form part of the evaluation. A template for providing additional information is provided at the end of the Selection and Award Questionnaire (Volume 5).

10. Contract terms

- 10.1. The Contract that the Authority proposes to use is attached at Volume 6. By submitting a tender, Suppliers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 10.2. If the terms of the Contract render the proposals in the Supplier's tender unworkable, the Supplier should submit a clarification in accordance with Volume 2 Returning a Submission Guide, paragraph 1 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Discussion section on YORtender and shall apply to all Suppliers. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender.

11. Verification of Information Provided

- 11.1. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as quality questions as contained within Volume 5, Selection and Award Questionnaire, Section 7 Technical and Professional Ability Part 2, where used) the Authority may choose to obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

12. Sub-contracting arrangements

- 12.1. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 12.2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the

supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

13. Group of potential suppliers

- 13.1. If the potential supplier is bidding on behalf of a group, for example, a consortium, or intends to use sub-contractors, the consortium lead should complete the Volume 5, Selection and Award Questionnaire in its entirety and any other named consortium members must complete Volume 5, Selection and Award Questionnaire, Part 1 and Part 2 which should be included as appendices, to the lead member SQ response.
- 13.2. The Authority may require members of the group to assume a specific legal form if awarded the contract, if considered necessary for the satisfactory performance of the contract. Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. The Group should also provide the name for the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract.
- 13.3. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

14. Warnings and disclaimers

- 14.1. While the information contained in this tender is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 14.2. If a Supplier proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- 14.3. Neither the issue of this tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

15. Confidentiality, Freedom of Information and Data Protection

- 15.1. When providing details of contracts in answering Volume 5, Section 6 (Technical and Professional Ability Part 1), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

- 15.2. The Authority reserves the right to contact the named customer reference regarding the contracts included within Volume 5, Section 6 (Technical and Professional Ability Part 1). The named customer reference does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 15.3. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer reference, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.
- 15.4. This tender is made available on condition that its contents (including the fact that the Supplier has received this tender) is kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a tender.
- 15.5. As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- 15.6. Suppliers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its Suppliers on its website without consulting the provider of that information.
- 15.7. The Authority shall treat all Suppliers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.
- 15.8. Therefore, Suppliers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Supplier's competitive edge, has been clearly identified to the Authority in the template provided at the end of the Selection and Award Questionnaire (Volume 5).
- 15.9. The Supplier is required to comply with all applicable requirements of the Data Protection Legislation which means:
 - i) The General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws amended from time to time;
 - ii) The Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy
 - iii) All applicable law about the processing of Personal Data and privacy

In addition, the Supplier shall have in place appropriate Protective Measures which are appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity,

availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

The Supplier shall bear its own costs in relation to compliance with the Data Protection Legislation.

16. Publicity

- 16.1. No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Authority.

17. Supplier conduct and conflicts of interest

- 17.1. Any attempt by Suppliers or their advisors to influence the contract award process in any way may result in the Supplier being disqualified. Specifically, Suppliers shall not directly or indirectly at any time:

- devise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, Supplier, consortium member or provider of finance; or
- enter into any agreement or arrangement with any other person as to the form or content of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender; or
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender; or
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Supplier or tender.

- 17.2. Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier and its advisers, and the Authority and its advisers. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

18. Fraud, Corruption and Ethical Standards

- 18.1. The Authority believes in a strong ethical culture. The conduct of its Members and Officers in fulfilling their roles is regulated by National Codes of Conduct and a comprehensive complaints framework.

- 18.2. Standards of behaviour within the Authority are generally excellent. The Authority continues, however, to promote the ethical agenda to ensure the existing high standards are maintained, and the Leader and Chief Executive Officer are committed to working together to lead by example and to uphold the ethical

wellbeing and effective governance of the Authority.

- 18.3. In working with partners and Suppliers on Authority business, the Authority requires similarly high standards from those with whom it works.
- 18.4. Further information about the Authority's standards of conduct can be accessed via the "Council and Democracy/Councillors" links on the Authorities website (www.northyorks.gov.uk) or via the Authority's Monitoring Officer, Legal Services, County Hall, Northallerton, North Yorkshire (telephone 01609 532173).
- 18.5. Where you believe you have witnessed conduct which may constitute a fraudulent or other criminal offence then there are policies within the Authority to help you raise your concerns.
- 18.6. The Authority is committed to preventing and detecting fraud and has an Anti-Money Laundering Policy and Guidance note, a Whistleblowing Policy Statement and a Counter Fraud Strategy in place.
- 18.7. The Authority also expects all Suppliers and their staff who work on Authority contracts to comply with the requirements of the Authority's policies.
- 18.8. These policies are available on the Authority website by using the link below: <http://www.northyorks.gov.uk/article/27591/Fraud-investigation-and-whistleblowing>

19. IR35 Tax Regulations

- 19.1. The services to be provided by the successful Supplier may fall within scope of the IR35 Regulations. Where the Authority determines that the services to be carried out under the Contract fall within scope of the IR35 Regulations, the Supplier must adhere to the IR35 Regulations, and the Authority shall arrange for deductions of tax and national insurance to be made at source. The Authority shall be the sole decision maker as to whether IR35 applies to the Contract, if the Supplier contests IR35 being applied they may seek to reclaim tax and national insurance deducted from HMRC and will have no contractual rights to challenge the Authority on the deductions made.

20. Authority's rights

- 20.1. The Authority reserves the right to:
 - waive or change the requirements of this tender from time to time without prior (or any) notice being given by the Authority; or
 - seek clarification or documents in respect of a Supplier's submission;
 - disqualify any Supplier that does not submit a compliant tender in accordance with the instructions in this tender; or
 - disqualify any Supplier that is guilty of serious misrepresentation in relation to its tender, expression of interest, or the tender process; or
 - withdraw this tender at any time, or to re-invite tenders on the same or any alternative basis; or
 - choose not to award any Contract, or Lot, as a result of the current

procurement process; or

- make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

21. Bid costs

- 21.1. The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

22. Best Value

- 22.1. Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful Supplier will be required to provide the Service in accordance with this principle and be expected to demonstrate how this is being achieved. Attention is also drawn to clause 30 of the Contract contained in Volume 6 regarding Best Value.

23. TUPE – Not applicable