

## **ITT (invitation to tender) Additional Information**

The following notes are linked to the toolkit template to help you complete the ITT (invitation to tender).

### **1. Community benefit examples:**

- Social benefits which may be gained by targeting recruitment at the long term unemployed, accessibility for disabled users to resources or by monitoring ethnicity within organisations
- Economic benefits which may be gained by encouraging bids from SME's, BME's and the third sector (i.e. those organisations falling between the market and the state) as bidders and market participants
- Environmental benefits which may be gained from the use of sustainable materials, use of low emission vehicles, local supplies reducing food miles etc.

It may be the policy of public sector organisations to encourage community benefits in its procurement, but under EU procurement, this must be:

- Relevant to the contract
- Transparent and non-discriminatory
- Comply with the rules as to European specifications e.g. if describing environmental performance in a technical specification the preference is to use British Standards transposing European standards.

Community benefits can also be included within the contract award criteria provided that:

- They are directly relevant to the contract itself and not just to external costs and benefits
- They also give a benefit to the Council/public sector organisation and therefore help to identify which bid is either lowest price or most economically advantageous (MEAT).

Being the most economically advantageous does not mean that they are necessarily cheaper than an option without the community benefit. It is recognised that a community benefit may cost more in terms of actual monetary cost but the intention is that cost will be counteracted by the overall effect of the community benefit i.e. the whole life cost. For example: supplies of paper may be more expensive to purchase but if they can be recycled more easily in future thereby reaping a return the overall benefit to the community could be greater than purchasing non-recycled paper or purchasing low energy light bulbs may be initially more expensive but, as they use less energy the fuel bills are reduced as a result.

## 2. An example of Equality and Diversity – Northumberland County Council

# NORTHUMBERLAND

## C O U N T Y C O U N C I L

### **Why is Equality and Diversity important?**

Northumberland County Council provides a wide range of services to a wide range of people and is the largest employer in the County. As such our actions and decisions affect the lives of everyone in Northumberland to some degree. Each member of our community and visitors are entitled to expect fair and equal treatment in all dealings with the Council.

Therefore, as a potential provider of services, it is important that your organisation can demonstrate that you uphold the principles of Equality and Diversity.

### **Legislation**

Legislation is in place to help protect people who can often face discrimination because of their age, disability, gender, race, religion/belief or sexual orientation.

All local authorities (and their suppliers) must comply with this legislation, as failure to do so can lead to the authority, its suppliers and/or individuals being liable to legal action and prevent suppliers from being allowed to tender for future work.

Equality and Diversity is however, about more than just legislation.....

### **What is Equality and Diversity?**

They are words that are often used and are sometimes confusing.

#### **Equality is:**

- About being fair, and creating a society where everyone can participate and have the opportunity to fulfil their potential.
- About removing or reducing all forms of unfair discrimination.
- About breaking down barriers.

#### **Diversity is:-**

- About including everyone.

- Valuing everyone's differences.
- Harnessing those differences (e.g. to the benefit of the organisation and the individual)
- Having a better understanding of the diverse needs of everyone.

## **What does this mean for your organisation?**

This very much depends upon the nature of your organisation, what type of product or service you provide and how many people you employ.

As a minimum you need to be able to demonstrate that you do not discriminate on the grounds of age, disability, gender, race, religion/belief or sexual orientation, in any of the actions you carry out as an organisation in respect of:-

- How you provide your services
- How you recruit staff
- Your employment practices

If you have one, a copy of your Equality and Diversity policy will show how you do this. If you do not have a policy, this doesn't exclude you from becoming a supplier as we can help you develop this.

You must tell us whether in the last three years your organisation has:-

- Had any finding of unlawful discrimination been made against you by any court or industrial or employment tribunal?
- Been the subject of a formal investigation on the grounds of alleged unlawful discrimination by for example the Commission for Racial Equality (CRE), Disability Rights Commission (DRC), Equal Opportunities Commission (EOC) or Equality and Human Rights Commission (EHRC).

If the answer to either of those questions is yes, you must tell us:-

- What action(s) were you required to take as a result of that finding or investigation?
- What action(s) did you take?
- If you were required to take action(s) and didn't, why not?
- If you were required to take action(s), did the action you take satisfy the relevant organisation?

## **Further information**

[www.northumberland.gov.uk](http://www.northumberland.gov.uk) – either type in 'equality' in the search function or go to the A to Z of services at the top of the home page, select 'e' then scroll down to 'equal opportunities information'

**Sarah Kidd (Policy Office – Equalities & Diversity) -**  
[skidd@northumberland.gov.uk](mailto:skidd@northumberland.gov.uk), telephone 01670 533 488

**3. The following are additional clauses which may or may not be added to the ITT, dependent upon the contract:**

- **Post-Contract Monitoring** (*may be added to section 5 of the ITT*)

The successful Tenderer will be expected to collaborate with the Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council's obligations under Part I of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

- **Environmental Issues** (*may be added to section 5 of the ITT*)

The Council is committed to the protection of the environment and the promotion of sustainable environmental development.

Tenders should indicate whether the Tenderer would be willing to work with the Council regarding any environmental issues the Council considers relevant, comply with contractual obligations and carry out any reasonable requests to ensure the protection of the environment and promotion of sustainable development throughout the Contract Period.

Tenderers should note the various obligations contained within the Contract which will ensure that the successful Tenderer will provide the Contract in a non-detrimental manner to the environment. (*note: any environmental obligations will be added to special terms and conditions*)

- **Business Continuity Planning** (*may be added to section 5 of the ITT*)

Tenderers are asked to indicate within their Tender how they will, in the event of potential operational difficulties in the provision of the Contract, be able to react and adjust in a prompt and flexible manner to ensure that the provision of the Contract is maintained to the Council and how it will put suitable business continuity procedures in place.

- **Criminal Records Bureau Investigations** (*may be added to section 5 of the ITT*)

The Council considers that the Contract will be carried out in an environment in which it is necessary that some or all individuals carrying out the Contract will be required to be subject to a **[standard]** **[enhanced]** Criminal Records Bureau Investigation check at

the expense of the Contractor. The Council will insist that this is done prior to work commencing and the Council must be able to inspect the records of all relevant employees prior to work commencing.

- **Community Safety (may be added to section 5 of the ITT)**

The Council has a statutory duty to ensure that it does all that it reasonably can to prevent crime and disorder in its area under the Crime and Disorder Act 1998. Consequently, Tenderers are asked:

- to identify within their Tender how they will ensure more effective community safety and reduce crime and disorder through delivery of the Services; and
- to indicate whether they would be willing to engage with **[the Community Safety Unit]** within the Council in the provision of the Services,
- in order to enable the Council to comply with this obligation.

- **Contract Rebate (may be added to section 5 of the ITT)**

Tenderers should note that the Council operates a contract rebate arrangement whereby Contractors are asked to repay to the Council **[X]** per cent of **[each invoice] [the total annual invoices]** for administration purposes. The Pricing Schedule should take this requirement into account and Tenderers must complete the contract rebate form in Schedule 6.

- **Performance Bond or Parent Company Guarantee (may be added to section 5 of the ITT)**

The Council reserves the right to require the successful Tenderer to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Tenderer to guarantee the performance of the Contract prior to the award of the Contract. Tenderers are requested to confirm their acceptance of the Form of Bond and Deed of Guarantee set out in Schedule **[X]**. **[Note: An additional schedule is needed if this Cause is used]**