

Tendring
District Council



**Partnership Agreement
for the provision of procurement
services
for Tendring District Council
2021/23**

THIS AGREEMENT is made on DATE 2022

BETWEEN:

(1) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford, Essex CM1 1QH
("ECC")

(2) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Rd, Clacton-on-Sea
CO15 1SE ("TDC")

("The Parties")

1. Introduction

1.1 The Parties have agreed to enter into this Partnership Agreement ("this Agreement") working collaboratively to pool resources to deliver the day-to-day Key Procurement Activities and wider specialist procurement advice and support relating to policy development, category management, market management and sourcing. Policy development may include advice and guidance on contract management to be carried out by TDC where TDC deems it relevant

1.2 Detail of the work being undertaken through this agreement is set out in **Schedule 1**.

1.3 This Agreement governs the Parties collaboration and sets out the terms on which the key procurement activities are to be provided to TDC by ECC.

2. Commencement and Duration

2.1 This Agreement commences on 1st October 2021 and shall continue for a period of 2 years unless terminated earlier in accordance with clause 10.

2.2 This Agreement will be renewed annually for period of 5 years. If a Party does not wish to renew for the next financial year then they must serve at least three (3) months written notice to the other Party prior to expiry of the current years agreement

3. Key Procurement Activities

3.1 The Services to be provided are set down in Schedule 1 (Specification) of this Agreement.

4. Charges

4.1 It has been agreed that TDC will pay a basic fee of £60,000 per annum to ECC for the Services.

- 4.2 This fee will fund resource employed by ECC to deliver the Key Procurement Activities as set out in Schedule 1 and enable TDC access to increased knowledge through the wider ECC in-house team.
- 4.3 During the term of this Agreement ECC may request additional contributions from TDC for access to further resources required for specific procurement functions and projects to be discussed and agreed in advance.
- 4.4 ECC will provide a quote to TDC for any additional project-based support on their estimate of the resources required to provide the additional services pursuant with Schedule 2 [Additional Project Costs]
- 4.5 Any review of the arrangements for the remainder term of the Agreement will normally be undertaken and the outcome agreed by 4th January, prior to the commencement of the next financial year.
- 4.6 In the event any variations are agreed which result in an increase to Charges, ECC will invoice TDC after the variation has been made and Charge agreed.
- 4.7 Charges for the provision of the services are based on current estimated sourcing volumes. Minor variations in demand for routine work will be accommodated within the charges agreed, but where ECC can no longer provide the base service as set out in Schedule 1 within the currently agreed annual charge, then they should inform TDC as soon as possible which will result in a review of the charge, with the possibility that a revised charge may need to be discussed and agreed or alternative service provision in line with clause 7. Requests for additional services will be separately negotiated and an additional charge may be made.
- 4.8 In the event of any further charges in relation to projects being progressed on behalf of TDC which include, but not limited to Legal support on projects, these costs are to be paid for by TDC to ECC and will be agreed in advance through other shared service arrangements.

5. Obligations and responsibilities

- 4.9 ECC are committed to providing a quality service which represents good value for money.
- (a) adhere to best professional standards in accordance with TDC's Procurement Procedure Rules
 - (b) ensure that work is carried out by appropriately trained staff;
 - (c) be prompt, courteous and helpful in our dealings;
 - (d) produce timely, relevant and clear information and advice;
 - (e) show consideration for difficulties you may experience;
 - (f) seek to deliver any changes required to the services provided under this agreement;

- (g) treat the information that TDC provides in confidence and provide TDC with its own data on request during the course of this Agreement; and
- (h) comply with the requirements of the UK General Data Protection Regulations, Data Protection Act 2018 and the Computer Misuse Act 1990 and successive legislation and all other relevant laws in relation to the management and use of data.

5.2 TDC will:

- (a) treat any information provided by ECC in accordance with this Agreement will be pursuant to the provisions of the UK General Data Protection Regulations, the Data Protection Act 2018 and the Computer Misuse Act 1990 and all other relevant laws.
- (b) ensure they have acquired the necessary internal governance approvals for the necessary sourcing and required budgets.
- (c) provide relevant and complete information to ECC's Procurement Team to ensure timely issue of response to the market.
- (d) provide all documentation for computer input is completed accurately and in accordance with advice provided
- (e) ensure a steady flow of information is maintained including providing a monthly project pipeline avoiding unnecessary peaks and troughs where it is intended that TDC will require ongoing support from ECC
- (f) ensure all information is submitted in line with Corporate Procedures, Policies, Strategies and Financial Regulations unless otherwise agreed
- (g) pay the charges as they fall due under this Agreement

4.10 Failure to comply with the above will affect ECC's ability to deliver an effective service and may result in termination of this Agreement.

6. Review arrangements

2.1 This Agreement will be reviewed 6 monthly by both parties, with review in advance of the commencement of each financial year

2.2 Any amendment to the arrangements as an outcome of such reviews or variation of this agreement generally will be made pursuant to clause 7.1

2.3 Where the expectation is that ECC will provide services for more than one financial year, subject to paragraph 1 above, a minimum of three months' notice must be given in writing if either party wishes to vary the scope of this Agreement to allow ECC sufficient time to allocate resources.

7. Variations to the agreement

2.1 This Agreement will be reviewed 6 monthly, with review in advance of the commencement of each financial year

2.2 This Agreement will only be varied if in writing and agreed between the Parties.

8. Project Pipeline Management and Monitoring

- 8.1 To enable resource requirements to be determined and planned for in advance, at the start of each financial year, TDC should provide to ECC's Procurement Team an up to date and fully detailed project pipeline showing the envisaged projects to be supported that financial year.
- 8.2 After TDC has provided the project pipeline to ECC as set out in clause 8.1, TDC will advise ECC's Procurement Team each quarter, as to whether there are any amendments that have been identified which change the pipeline for schemes that need to be taken into consideration for resourcing purposes.
- 8.3 The Parties will throughout this Agreement work collaboratively together to ensure delivery of the public procurement function across Essex and keep each other informed through regular communication, with the method and frequency to be agreed on each project, adopting a 'one team' approach
- 8.4 Overall monitoring of this Agreement will be discussed at 3 monthly meetings. Where improvements can be made on ways of working these will be discussed in a constructive manner for the benefit of each Party, achieving value for money and effectiveness of service for both Parties.
- 8.4 The authorised representatives for each Party are as follows:

Karen Townshend and the Corporate Procurement and Contracts Manager
(once appointed)– Tendring District Council

James Sinclair – Essex County Council

9. Resolution procedure and complaints

- 9.1 If either Party feels that the other Party has not met any of their responsibilities set out in this Agreement, or a dispute or indifference arises between them, then either Party shall first refer the matter to

Lisa Hastings – Deputy Chief Executive and Monitoring Officer – Tendring District Council

Laura Lee – Head of Procurement – Essex County Council

- 9.2 Both Parties shall meet and discuss the issues raised and both Parties agree to share evidence, documentation or examples of the issues to assist their respective Heads of Procurement in reaching a resolution.
- 9.3 In the event that following the meeting in clause 9.2, matters still remain unresolved then the same process as set out in this clause 9 should also be followed in alerting either Party to major changes in volumes of work and/or projects impacting the work that ECC carries out on TDC's behalf. Further escalation will be via the relevant Director of Procurement.

10. Termination of the Agreement

- 10.1 This Agreement will be reviewed annually, however, either Party can terminate this Agreement or any individual service within this Agreement, by giving the other party a notice period of six (6) months. This may be subject to negotiation if there are no live projects underway or planned.
- 10.2 The notice should be in writing and can include notice by email, addressed to:
- (i) Laura Lee or Melanie Evans on behalf of ECC; Laura.lee@essex.gov.uk or melanie.evans2@essex.gov.uk
 - (ii) [Lisa Hastings or Richard Barrett on behalf of TDC](#)
- 10.3 Upon notice of termination by either Party, ECC will produce a plan for withdrawal of service which will include the transfer of data. Any work that may be required on the handover of services to new suppliers will be chargeable. A full estimate of charges will be made for TDC approval before work commences.

Either Party may terminate this partnership agreement with less than six months notice if:

- (i) One Party is in continuing or material breach of any terms of the agreement and the breach is incapable of remedy;
- (ii) One Party is in continuing or material breach of any terms of the agreement and, the breach is capable of remedy, but the Party fails to remedy such breach within fourteen (14) days service of a written notice from the other Party, specifying the breach and requiring it to be remedied;
- (iii) the breach is not, in the opinion of a Council, capable of remedy

11. Freedom of Information

- 11.1 The Parties acknowledge that both are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and co-operate with each other (at their own expense) to enable the other party to comply with these information disclosure requirements.

12. Data Protection and Confidentiality

- 12.1 ECC shall not without the written consent of TDC during this Agreement or at any time thereafter use for its own purposes, or disclose to any person (except as may be required by law) the any information identified by TDC to be confidential.
- 12.2 ECC shall not and shall ensure that its employees do not divulge to any third party any information which comes into its or their possession in the course of providing the services.
- 12.3 The terms of clauses 12.1 and 12.2 shall prevail notwithstanding termination of the contract.

13. Professional Indemnity Insurance

- 13.1 Any work undertaken by ECC shall be covered by its Professional Indemnity Insurance policy up to the sum of £10 million.

14. Entire Agreement Protection and Confidentiality

- 14.1 The Parties acknowledge that this Agreement sets forth the entire agreement between them with respect to the provision of the Services and supersedes and replaces all prior communications, drafts, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the Parties.

15. Law and Jurisdiction

- 15.1 The Parties acknowledge that this Agreement sets forth the entire agreement between them with respect to the provision of the Services and supersedes and replaces

The signatories to this agreement are signing to accept that the services above will be provided in accordance with the terms and charges detailed for the financial years 2021/23.

Agreement Signatures



Melanie Evans

Director of Procurement

On behalf of Essex County Council

Date: 09 / 08 / 2022

The **COMMON SEAL** of

TENDRING DISTRICT COUNCIL

was hereunto affixed in the

presence of:

.....
Solicitor for an on behalf of
the Council

Schedule 1

Key Procurement Activities

1. Core Service

- 1.1 ECC is able to offer a comprehensive procurement service with capability across Category Management, Market Shaping, Sourcing and Contract Management. The initial focus will be to deliver sourcing for TDC. Sourcing is defined as the process of vetting and selecting suppliers who best meet the organisations needs
- 1.2 Working with TDC and within the charges agreed above, ECC will:
- Deliver the projects detailed in the project pipeline as set out in clause 8 of this Agreement
 - Engage with Assistant Directors, Heads of Service and colleagues across TDC, developing the contracts register and procurement forward plan for the TDC.
 - Undertake analysis of spend against the contracts register and other financial data to identify where procurement is necessary to manage uncontracted spend and protect the authority from unauthorised/non-compliant expenditure and risk. Spend will be benchmarked against contracts held by ECC and other District Councils supported by ECC.
 - Identify and promote the strategic procurement requirements of TDC and ensure that these meet the corporate aims and objectives laid down in the various policy statements and strategies.
 - Ensure compliance with all relevant statutory and legislative requirements
- 1.3 ECC will also undertake the following activities within the agreed charge:

- a) Actively promote and implement the Council's Procurement Strategy in accordance with TDC's Procurement Procedure Rules
- b) Support the creation and Implementation of the Procurement Strategy as developed with Tendring District Council
- c) Development, production and review of procurement processes and procedures and other key procurement activities.
- d) Provide a central resource for the Council on procurement issues.
- e) To manage the liaison with external stakeholders such as suppliers, procurement framework organisations including Central Government.
- f) Provision of ad-hoc procurement modelling and appraisals as required.
- g) Maintain an up-to-date knowledge base for procurement issues relating particularly to services and works and to disseminate this information to the appropriate people where appropriate.
- h) To undertake interpretation and implementation of technical procurement guidance, advice and legislation.
- i) Coordinate the use of Procurement Portals such as Construction line and 'Market Place'
- j) Maintain the Councils registration to national e-procurement registers
- k) Liaise with Council Services to promote and guide sound procurement practice.
- l) Assist in the preparation and submission of quotations for services, materials and works.
- m) Meeting and negotiating with suppliers' representatives.
- n) Attend Essex Local Authority Consortium and other meetings as required.
- o) Support the provision of a central resource for the Council on procurement issues.
- p) Meeting and negotiating with supplier's representatives.
- q) To provide a front line service on the telephone and face to face to customers within the authority and external suppliers.
- r) To provide timely and accurate management information on procurement trends, usage and suppliers and the updating of relevant intranet/internet information.

1.4 **ECC Specialist Procurement Advice and Support, as set out below will, where possible, be incorporated into delivery of the day-to-day Key Procurement Activities as provided in the project timeline on behalf of TDC and within the annual charge:**

1.5 **Category Management** - Category Management is the strategic 'end to end' process whereby supply / market capability is fully aligned to business goals and customer requirements.

1.6 The Procurement Team will engage all stakeholders, to form a team (one team approach) who will analyse, understand and plan the future output and direction of this category.

1.7 The output of this work is intended to identify short / medium / long term procurement business plans to deliver best **quantitative** and **qualitative** outcomes for TDC.

1.8 The stages undertaken will be:

- Form team and kick off

- Conduct spend analysis
- Determine business requirements
- Conduct market analysis
- Develop market strategy
- Implement and deliver strategy

1.9 **Market Management** - Where required, the Procurement Team will support with market management and shaping activity including:

- Market engagement
- Market events
-

1.10 **Sourcing** Procurement will deliver the following services in accordance Tendring District Council's Procurement Procedure Rules.

- Provide sourcing documents and guidance for Request for Quotation and Request for Proposal activities
- Provide access to sourcing system to run electronic tenders over £50k
- Project preparation including any pre-market engagement and testing
- Prepare tender documents – specifications and all other applicable drawings/documents are to be provided by TDC
- TDC will provide their chosen Contract terms and conditions to be used prior to the Tendering stage
- Tendering stage of Supplier Selection Questionnaire (if being used)
- Tendering stage of Invitation to Tender
 - Ensuring compliant
- Contract Award
- Mobilisation support
- ECC Procurement will make it clear to all bidders that the Contracting Authority and end contract will be between TDC and the winning bidder.

1.11 **Additional Services** - In addition to the core service as provided above ECC may offer additional procurement services which can be discussed with TDC.

1.12 **Service responsibility matrix**

The table below sets out the actions, timescales and responsibilities for each party.

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
Category planning	Form team and kick off	<ul style="list-style-type: none"> Develop and set up project team and determine the appropriate timescales for the activity. 	<ul style="list-style-type: none"> Timescales to be agreed to cover the whole category plan process within 1 month of activity initiating. 	<ul style="list-style-type: none"> Support in the development of the project team and agreement of the timescales as well as the identification of appropriate resource to work through the different elements of the process. 	<ul style="list-style-type: none"> Timescales to be agreed to cover the whole category plan process within 1 month of activity initiating.
	Conduct Spend Analysis	<ul style="list-style-type: none"> Carry out the required analysis of the appropriate spend data to form the relevant sections of the Category Plan. Hold workshops to formalise and agree spend analysis findings and outcomes. Formulate the appropriate slides for inclusion on the category plan. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase. 	<ul style="list-style-type: none"> Provide appropriate spend data to be able to support the spend analysis. Assist in the analysis of data where necessary and provide input as part of this process. Support and participate in workshops held to formalise the spend analysis. Support with the development of the appropriate slides for the Category Plan where required. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase.
	Determine Business Requirements	<ul style="list-style-type: none"> Hold workshop to discuss and determine the business 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase. 	<ul style="list-style-type: none"> Support and engage with the workshop to determine the business requirements 	<ul style="list-style-type: none"> Timescales as agreed in line with the

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		requirements for the category going forward. <ul style="list-style-type: none"> Formulate the appropriate slides for inclusion in the category plan based upon feedback and research carried out. 		going forward for the category. <ul style="list-style-type: none"> Provide input in the development of the appropriate slides as required. 	Form team and kick off phase.
	Conduct Market Analysis	<ul style="list-style-type: none"> Hold workshop to discuss and agree approach to carrying out market analysis and the elements required. Carry out the agreed market analysis and formulate the slides for inclusion in the category plan. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase. 	<ul style="list-style-type: none"> Support and engage with the workshop to determine the approach to market analysis that needs to be taken. Provide input to the relevant stages of the market analysis slides and the different tasks where appropriate. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase.
	Develop Market Strategy	<ul style="list-style-type: none"> Hold workshop to formulate and agree the market strategy for the category using the analysis developed during the previous stages. Formulate the Category Plan slides to represent the agreed market strategy approach. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase. 	<ul style="list-style-type: none"> Support and engage with the workshop to formulate the market strategy for the category. Identify areas that could be considered as part of the potential market strategy for discussion. 	<ul style="list-style-type: none"> Timescales as agreed in line with the Form team and kick off phase.

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
	Implement Market Strategy	<ul style="list-style-type: none"> Progress actions as identified in the Market Strategy (this may link into the Sourcing section of the SLA depending on the activities identified). 	<ul style="list-style-type: none"> Where activity includes a procurement element, timescales as detailed for sourcing activities to be followed. Timescales as detailed in the developed Market strategy. 	<ul style="list-style-type: none"> Support the progression of Market Strategy actions where required. 	<ul style="list-style-type: none"> Timescales as agreed in the Market Strategy or Procurement processes.
Market management	Market engagement	<ul style="list-style-type: none"> Support and carry out market engagement requirements where identified. 	<ul style="list-style-type: none"> Timescales to be agreed within 1 month of activity initiating. 	<ul style="list-style-type: none"> Support and carry out market engagement requirements where identified. 	<ul style="list-style-type: none"> Timescales to be agreed within 1 month of activity initiating.
	Market events	<ul style="list-style-type: none"> Where market events are identified, hold and arrange these sessions and the development of required information. Support the market engagement events 	<ul style="list-style-type: none"> Timescales to be agreed as part of the planning discussions regarding the market events. 	<ul style="list-style-type: none"> Support and participate in the arrangements for the market events as well the preparation of materials. Attend and present at market engagement events. 	<ul style="list-style-type: none"> Timescales to be agreed as part of the planning discussions regarding the market events.
Sourcing	RFPs & RFQs	<ul style="list-style-type: none"> Provide sourcing documents and guidance for Request for Quotation and Request for Proposal activities where a self service option is selected 	<ul style="list-style-type: none"> Timelines for each project will be agreed on a case by case basis Timescales for resolving queries to be agreed on a case by case basis. 	<ul style="list-style-type: none"> Provide specification and background information and specifics of any suppliers to issue to 	<ul style="list-style-type: none"> Timescales for resolving queries to be agreed on a case by case basis.

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		<ul style="list-style-type: none"> Utilise the RFP and RFQ documents provided on all applicable requirements to ensure appropriate process is followed. Provide assistant with any queries arising from these processes. 			
	Sourcing System	<ul style="list-style-type: none"> Provide access to sourcing system to run electronic tenders over £50k which enables the LLP to enter into contracts. 	<ul style="list-style-type: none"> Sourcing system to be provided throughout the life of the SLA. 	<ul style="list-style-type: none"> Ensure that no communication is carried out with suppliers outside the sourcing system being used. Where queries are identified these are routed through the Procurement colleagues to be communicated by the sourcing system. 	<ul style="list-style-type: none"> N/A
	Project Preparation including any market engagement and testing	<ul style="list-style-type: none"> Where market engagement/testing is identified for specific projects/schemes, provide guidance on the areas that could be considered. Support with the development of any market engagement events. 	<ul style="list-style-type: none"> Timescales for market engagement/testing to be agreed within 1 month of activity initiating. Timescales for individual elements/activities to be agreed as part of kick-off meeting. 	<ul style="list-style-type: none"> Ensure notification regarding the requirement for market engagement/market test is in a timely manner. Support with the development of any market engagement events. Support with developing the approach for market 	<ul style="list-style-type: none"> Timescales for market engagement/testing to be agreed within 1 month of activity initiating. Timescales for individual elements/activities to

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		<ul style="list-style-type: none"> Support with the development of documents to be used for market testing. 		testing and any appropriate documents identified.	be agreed as part of kick-off meeting.
	Governance Approval (pre/post tender)	<ul style="list-style-type: none"> Governance remains the responsibility of Tendring District Council 	<ul style="list-style-type: none"> n/a 	<ul style="list-style-type: none"> Development and progression of the appropriate report for each individual scheme. Identify the information that is required for inclusion in the paper regarding the relevant team in relation to procurement and raise with the supporting Procurement colleague. 	<ul style="list-style-type: none"> Timescales to be agreed on a case by case basis. Ensure that requests for information regarding governance papers are issued in a timely manner.
	Development of Tender Documents	<ul style="list-style-type: none"> Identify the key documents that will need to be developed based upon the procurement route being taken. Develop a procurement timetable which identifies timescales for each of the key areas and agree the deadline for when documents are required to be completed by. 	<ul style="list-style-type: none"> Timescales for this stage of the process will be developed as part of agreeing the timetable for the procurement process. This will include the deadline for when documents will be required by to enable the publication date to be met. Where the deadline for the documents to be completed by is not met, the timetable will need to 	<ul style="list-style-type: none"> Work with the Procurement colleagues to identify and agree the procurement documents that are required for each project/scheme and agree owners responsible for the development of these documents. Develop all applicable procurement documents for the process being followed by the agreed deadline date and provided to Procurement 	<ul style="list-style-type: none"> Timescales for this stage of the process will be developed as part of agreeing the timetable for the procurement process. This will include the deadline for when documents will be required by to enable the publication date to be met. Provide the document by the agreed date

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		<ul style="list-style-type: none"> Work with the Tendring District Council on the development of the appropriate documents including the provision of templates where applicable. Review and provide feedback on documents developed. 	<p>be reviewed and an updated deadline agreed.</p>	<p>colleagues supporting the project/scheme.</p>	<p>for the provision of the documents.</p> <ul style="list-style-type: none"> Timescales for the publication of the procurement will be reviewed where the provision of all applicable procurement documents is not met.
	Selection Stage (including clarifications and evaluation)	<ul style="list-style-type: none"> Publish the procurement opportunity on the eProcurement system and the appropriate adverts. Manage and record all clarification requests and send details for responses. Ensure declaration of interest process completed for all evaluators. Download all responses received. Where Constructionline is being used provide the relevant information 	<ul style="list-style-type: none"> Timescales as agreed as part of the development of the procurement timetable for the project (subject to change). 	<ul style="list-style-type: none"> Provided responses to clarifications within 48 hours of request where appropriate. Complete appropriate declaration of interest forms prior to evaluation. Evaluate and score all responses received for the identified questions. Provide completed evaluation matrix prior to the consensus meetings with full justification of scores. All evaluators to attend the consensus meetings to determine agreement to scores/comments. 	<ul style="list-style-type: none"> Timescales as agreed as part of the development of the procurement timetable for the project (subject to change).

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		<p>and manage this process.</p> <ul style="list-style-type: none"> • Provide the responses to be evaluated in a secure approach. • Where Constructionline is not being used, carry out the evaluation of the pass/fail/information only questions. • Facilitate the consensus evaluation sessions. • Draft and issue the outcome letters to suppliers. 		<ul style="list-style-type: none"> • Review and approve the outcome notifications. 	
	<p>Invitation to Tender stage (including clarifications and evaluation)</p>	<ul style="list-style-type: none"> • Publish the ITT on the eProcurement system. • Manage and record all clarification requests and send details for responses. • Ensure declaration of interest process completed for all evaluators. • Download all responses received. • Provide the responses to be evaluated in a secure approach. 	<ul style="list-style-type: none"> • Timescales as agreed as part of the development of the procurement timetable for the project (subject to change). 	<ul style="list-style-type: none"> • Provided responses to clarifications within 48 hours of request where appropriate. • Complete appropriate declaration of interest forms prior to evaluation. • Evaluate and score all responses received for the identified questions. • Provide completed evaluation matrix prior to the consensus meetings with full justification of scores. 	<ul style="list-style-type: none"> • Timescales as agreed as part of the development of the procurement timetable for the project (subject to change).

Essex County Council Service Level Agreement with Tendring District

Category	Task	Essex County Council Responsibility		Tendring District Council Responsibility	
		Description	Timescale	Description	Timescale
		<ul style="list-style-type: none"> Facilitate the consensus evaluation sessions. 		<ul style="list-style-type: none"> All evaluators to attend the consensus meetings to determine agreement to scores/comments. 	
	Contract Award	<ul style="list-style-type: none"> Prepare and develop the contract award letters appropriate to the procure process followed and based upon the evaluation outcome. Issue Contract Award letters to suppliers via the eProcurement system. Manage any feedback requests. 	<ul style="list-style-type: none"> Timescales to be agreed (dependent upon the number of letters to be developed and the level of feedback required e.g. Alcatel). Where an OJEU procurement process is carried out, feedback sessions need to be held within the Alcatel period. 	<ul style="list-style-type: none"> Complete any appropriate governance required for the award of contract. Review and sign-off contract award letters prior to issue. Support with the feedback requests including attending and participating in debrief sessions with suppliers where required. 	<ul style="list-style-type: none"> Timescales to be agreed for the review and approval of contract award letters subject to the volume required. Timescales to be agreed for feedback requests.
	Development of Contract	<ul style="list-style-type: none"> Provide the relevant documents from the tender process to enable the contract to be formed and developed. 	<ul style="list-style-type: none"> Timescales to be agreed as part of initiating this work. 	<ul style="list-style-type: none"> Formulate the contract document using the information provided from the tender process. Issue the contract document for signature by the successful supplier. Arrange the countersigning/sealing of the contract documents and provide a fully signed 	<ul style="list-style-type: none"> Timescales to be agreed as part of initiative this work.

Essex County Council Service Level Agreement with Tendring District

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		Description	Timescale	Description	Timescale
				version to ESSEX COUNTY COUNCIL 's procurement team.	
	Mobilisation Support	<ul style="list-style-type: none"> Support with any mobilisation queries/activities for the contract as required. 	<ul style="list-style-type: none"> Timescales to be agreed as and when the support is required. 	<ul style="list-style-type: none"> Lead the mobilisation activities required for the contract to enable successful initiation of the project. 	<ul style="list-style-type: none"> Timescales to be agreed on a case by case basis.

Schedule 2

Additional Project Costs - Procurement Services to Tendring District Council For the period up to 31st March 2023

The additional project costs detailed below will be chargeable in line with section 3 of the agreement above. The signatories to this agreement are signing to accept that procurement support services will be provided in accordance with the terms and charges detailed in this document for the period to 31 March 2023. This price will be reviewed annually.

Service and Driver		Unit cost £/hour	Unit cost £/Day
Procurement Specialist		60.00	447.00
Procurement Manager		47.00	348.00
Procurement Assistant Manager		39.00	285.00
Procurement Officer		30.00	220.00
Procurement Support Officer		24.00	175.00

The Council will invoice Tendring District Council for the provision of procurement services. The fee will normally be payable at the end of the project, but agreement will be reached to invoice costs at project milestones, where the project exceeds 6 months. The costs above are based on anticipated volumes and could vary either up or down depending on the actual level of work.

Note that the costs are exclusive of VAT which will be added where applicable.

