

Rochdale Council & Heywood, Middleton and Rochdale CCG

INVITATION TO TENDER FOR: Children and Young Peoples Integrated Community Health Service in the Borough of Rochdale

APPENDIX D

TUPE INFORMATION CONFIDENTIALITY UNDERTAKING

Request for TUPE information

In order to receive the relevant TUPE information that may apply to this tender, you will need to complete and return the attached form.

You can return the form in the following ways:

By email to **james.hunter@star-procurement.gov.uk**
or
Via the messaging function on The Chest

Please note that the form must be signed in order for the information to be released.

Confidentiality Undertaking relating to the provision of TUPE Information

(To be completed by bidder prior to the release of TUPE schedules)

Children and Young Peoples Integrated Community Health Service in the Borough of Rochdale

Chest ref - DN397379

In relation to your Invitation to Tender for the above contract we intend to submit a tender on the basis that the Transfer of Undertakings (Protection of Employment) Regulations 2006 shall apply to the proposed contract. Accordingly, we hereby formally request that **Rochdale Council & Heywood, Middleton and Rochdale CCG** provides us with the relevant TUPE schedules concerning the staff that would be subject to transfer following the award of the contract ('the TUPE information').

In consideration for the provision of the TUPE Information we undertake:

- To treat the TUPE Information provided to us in the strictest confidence
- To use the TUPE Information solely for the preparation of our tender and for no other purpose
- Not to copy or reduce to writing any part of the TUPE Information except as may reasonably be necessary for the submission of our tender and that any copies, reductions or reproductions in writing made shall be the property of the Council
- Not to disclose the TUPE Information for any purpose to any other party whatsoever save to such of our employees who need to know the same for the purposes of our tender
- To ensure that any of our employees to whom the TUPE Information is disclosed shall observe in full the terms of this undertaking
- To apply to the TUPE Information such security measures as are considered necessary bearing in mind the nature of the said information
- To return to the Council the TUPE Information and all copies of the same in whatever format they may exist within 21 days of a written request from the Council.

Further we undertake to indemnify and at all times keep the Council fully indemnified against all and any loss or disclosure of the TUPE Information or any part thereof caused by us or any of our employees in breach of the abovementioned undertakings and from all actions, proceedings, claims, demands, costs, awards and damages properly incurred or awarded as a result thereof.

Signed (Duly authorised signatory)

Name (In block capitals)

Job Title

Company

Date ..

Email address