

## **GB-Shrewsbury: DOCV 005 - Provision of Rural Estate Management Services**

### Competitive Contract Notice

1. Title: GB-Shrewsbury: DOCV 005 - Provision of Rural Estate Management Services
  2. Awarding Authority:  
Shropshire Council  
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom  
Tel. +44 1743252993, Fax. + 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:  
[www.shropshire.gov.uk](http://www.shropshire.gov.uk)  
Contact: Procurement, Attn: Procurement
  3. Contract Type: Services  
Sub Type: Other services.
  4. Description: Land management services. Shropshire Council own an Agricultural estate of approximately 280 hectares. The freehold properties comprise 16 smallholdings of between 7.68 acres and 107.36 acres and 3 cottages. There are an additional 3 units which are leasehold. The Council is seeking to procure a single organisation who can provide specialist expertise to undertake Rural Estate Management Services for the Council's rural small holding and land assets. The contract will commence on 1st April 2019 for a 3 year period; with an option for the Council to extend for a further two years.
  5. CPV Codes:  
70332100 - Land management services.
  6. NUTS Codes :  
UKG22 - Shropshire CC
  7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,
  8. Reference Attributed by the Awarding Authority: DOCV 005
  9. Estimated Value of Requirement: Category H: 100K to 500K  
Currency: GBP
  10. Deadline for Expression of Interest: 06/03/2019 12:00:00
  11. Address to which they must be sent:  
Shropshire Council  
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom  
Tel. +44 1743252993, Fax. + 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:  
[www.shropshire.gov.uk](http://www.shropshire.gov.uk)  
Contact: Procurement, Attn: Procurement
  12. Other Information:  
Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.  
For more information about this opportunity, please visit the Delta eSourcing portal at:  
<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DOCV-005---Provision-of-Rural-Estate-Management-Services/5695E2JU2E>
- To respond to this opportunity, please click here:  
<https://www.delta-esourcing.com/respond/5695E2JU2E>  
TKR-2019214-PRO-14078575  
Suitable for VCO: Yes  
Procedure Type: OPEN  
Period of Work Start date: 01/04/2019  
Period of Work End date: 31/03/2024  
Is this a Framework Agreement?: no



**Tel:** (01743) 252993

Please ask for: [REDACTED]

**Email:** [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Bidder

### **DOCV 005 - PROVISION OF RURAL ESTATE MANAGEMENT SERVICES**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions to Tendering
- ITT Description and Scope
- Additional Terms and Conditions

Tenders should be made on the enclosed ITT Description and Scope Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

#### Returning of Tenders

- The deadline for returning tenders is **noon on, 6<sup>th</sup> March 2019** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

#### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

#### Other Details

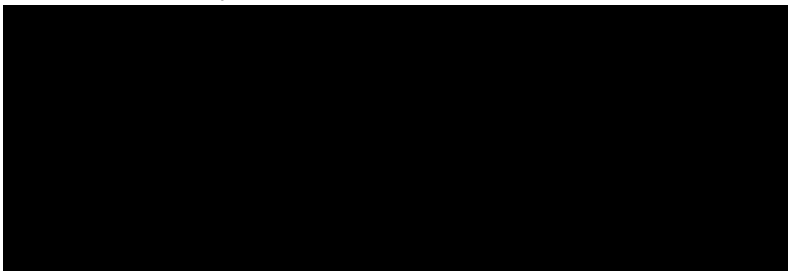
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 27<sup>th</sup> February 2019.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Finance Governance & Assurance  
Shropshire Council



# **INSTRUCTIONS FOR TENDERING**

## **DOCV 005 - THE PROVISION OF RURAL ESTATE MANAGEMENT SERVICES**

## Shropshire Council Instructions for tendering

### **Contract Description:**

Shropshire Council own an Agricultural estate of approximately 280 hectares. The freehold properties comprise 16 smallholdings of between 7.68 acres and 107.36 acres and 3 cottages. There are an additional 3 units which are leasehold. The Council is seeking to procure a single organisation who can provide specialist expertise to undertake Rural Estate Management Services for the Council's rural small holding and land assets. The contract will commence on 1st April 2019 for a 3 year period; with an option for the Council to extend for a further two years.

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## **1.0 Invitation to Tender**

- 1.1 You are invited to tender for the provision of Rural Estate Management Services as detailed in the tender response document. The contract will commence on 1st April 2019 for a 3 year period; with an option for the Council to extend for a further two years.
- 1.2 Tenders are to be submitted in accordance with the RICS Terms of engagement: rural estate management services, 1st Edition 2017 in conjunction with Shropshire Council's Additional Terms & Conditions and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## **2.0 Terms and Conditions**

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the RICS Terms of engagement: rural estate management services, 1st Edition 2017 in conjunction with Shropshire Council's Additional Terms & Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

**2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

**3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in



the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

### **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 6<sup>th</sup> March 2019**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with,

the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **27<sup>th</sup> February 2019**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the

amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
  - 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
  - 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
  - 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
  - 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
  - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
  - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
  - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental

organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **10.0 Freedom of Information**

**10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

**10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

**10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

**10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

**10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

**11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

**11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

**11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

**11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

**11.1.4** The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

### **13.0 Award of Contract**

#### **13.1 Award Criteria**

The Award Criteria has been set out within the Invitation to Tender Document. The Council is not bound to accept the lowest or any Tender.

#### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

#### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract.

### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the RICS Terms of engagement: rural estate management services, 1st Edition 2017 in conjunction with Shropshire Council's Additional Terms & Conditions and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including the RICS Terms of engagement: rural estate management services, 1st Edition 2017 in conjunction with Shropshire Council's Additional Terms & Conditions, Invitation to Tender document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council

- 15.3** The Tenderer shall be prepared to commence the provision of Rural Estate Management Services on the start date of the contract being 1<sup>st</sup> April 2019.

**16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

**17.0 Liability of Council**

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.
- 18.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council



**19.0     Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

# SHROPSHIRE COUNCIL ADDITIONAL TERMS AND CONDITIONS

**In case of any difference, discrepancy or conflict between these terms and conditions and the RICS contract terms, these terms and conditions shall prevail.**

## 1. Definitions

1.1 In this Agreement, the following words shall have the following meanings:

'Bribery Act' the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

'Contractor' means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf

'Contractor Personnel' all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;

'Contractor's Representative' the representative appointed by the Contractor to manage the contract on its behalf

'Council' means the party named above and includes its employees, officers, servants and agents acting on its

	behalf
'Council Data'	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(a) supplied to the Contractor by or on behalf of the Council; or</p> <p>which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller;</p>
Data Controller	shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.;
Data Protection Impact Assessment:	an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Processor'	shall have the meaning given to the term "processor" as set out in Article 4

‘Data Protection Legislation’

of the GDPR

means:

- i) all applicable Law about the processing of personal data and privacy; and
- ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and
- iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018

Data Protection Officer	Shall have the meaning given in the GDPR
Data Subject	Shall have the same meaning as set out in the GDPR
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
DPA 2018	Data Protection Act 2018
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Exempt Information'	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
'FOIA'	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
'FOIA notice'	means a decision notice, enforcement notice and/or an information notice

	issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulation in force in the UK with effect from 25 <sup>th</sup> May 2018
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
LED:	Law Enforcement Directive (Directive (EU) 2016/680)
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the GDPR
'Personal Data Breach'	means: anything which constitutes a "personal data breach" as set out in Article 4 of the GDPR;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Data Processor and/or of any Sub-Processor engaged in the performance of its obligations

'Prohibited Act'

under this Agreement

the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council.

Protective Measures

appropriate technical and

	<p>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</p>
'Public body'	as defined in the FOIA 2000
'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Request for Information'	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of thereof.



'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
Sub-processor	any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.
'TUPE'	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
'Working Day'	any day other than a Saturday, Sunday or public holiday in England and Wales.

## **2 Indemnity**

The Contractor shall fully indemnify the Council against all liabilities, costs, expenses, damages losses and breach of its statutory duties or breach of an obligation under the Data Protection Legislation (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection such breach.

## **3. Agreement and Transparency**

- 3.1** Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is

exempt from disclosure in accordance with the provisions of the FOIA.

- 3.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 3.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 3.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

#### 4. **Data Protection**

- 4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4.2 where there is any conflict, ambiguity or inconsistency between this clause (including any associated definitions) and the remainder of this Agreement, this clause 4 shall take precedence.
- 4.3 The parties acknowledge that for the purposes of the Data Protection Legislation and for the remainder of this clause 4 where the context so admits, the Council is the Data Controller and the Contractor is the Data Processor unless otherwise specified in the Schedule 2 below. The only processing that the Data Processor is authorised to do is listed in Schedule 2 by the Data Controller and may not be determined by the Data Processor.
- 4.4 The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.
- 4.5 The Data Processor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the

discretion of the Data Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**4.6** The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 6 unless the Data Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject (but failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures), having taken account of the
  - (i) the nature of the data to be protected;
  - (ii) the harm that might result from a Data Loss Event;
  - (iii) the state of technological development; and
  - (iv) the cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 6);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Data Processor's duties under this clause;
  - (B) are subject to appropriate confidentiality undertakings with the Data Processor or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Agreement; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - (E) are obliged to keep the Personal Data confidential; and
  - (F) shall not store any Personal Data on any portable device or media unless that device is encrypted; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
- (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Data Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
  - (iv) the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Agreement unless the Data Processor is required

by Law to retain the Personal Data.

**4.7** Subject to clause 4.8, the Data Processor shall notify the Data Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

**4.8** The Data Processor's obligation to notify under clause 4.7 shall include the provision of further information to the Data Controller in phases, as details become available.

**4.9** Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 4.7 (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:

- (a) the Data Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Data Controller following any Data Loss Event;

- (e) assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- 4.10** The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Data Controller determines that the processing is not occasional;
  - (b) the Data Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 4.11** The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.
- 4.12** Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 4.13** Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Data Processor must:
- (a) notify the Data Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Data Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 4.13 such that they apply to the Sub-processor; and
  - (d) provide the Data Controller with such information regarding the Sub-processor as the Data Controller may reasonably require.
- 4.14** The Data Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 4.15** The Data Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to

processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

- 4.16** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller may on not less than 30 Working Days' notice to the Data Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 4.17** The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

**5. Council Data and Personal Information Audits**

- 5.1** Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 19.1.1** to review the Contractor's compliance with the Data Protection Legislation, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 5.2** The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 5.3** Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 5.3.1** all information requested by the Council within the permitted scope of the audit;
- 5.3.2** reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- 5.3.3** access to Contractor Personnel

- 5.4** The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 5.5** The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 5.6** The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 5.7** This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

**6. Public Interest Disclosure ('Whistleblowing')**

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

**7. Prevention of Bribery**

**7.1** The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

**7.2** The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;



- b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 23 and provide such supporting evidence of compliance with this clause 23 by the Contractor as the Council may reasonably request.
- 7.3** If any breach of clause 7.1 is suspected or known, the Contractor must notify the Council immediately.
- 7.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 7.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 7.5** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 7.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 7.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the Council; or,
  - b) with the actual knowledge;  
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
  - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 7.6** Any notice of termination under clause 7.5 must specify:

- a) the nature of the Prohibited Act;
  - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
  - c) the date on which this Agreement will terminate.
- 7.7** Despite clause .... (Disputes), any dispute relating to:
- a) the interpretation of this clause 7; or
  - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 7.8** Any termination under clause 7.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the

**8. Freedom of Information Act 2000 & Environmental Information Regulations 2004**

- 8.1** The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 8.2** The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 8.3** The Contractor shall and shall procure that its Sub-contractors shall:
- 8.3.1** transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
  - 8.3.2** provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
  - 8.3.3** provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to

respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

**8.4** The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

**8.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

**8.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

**8.6.1** in certain circumstances without consulting the Contractor; or

**25.6.2** following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 8.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

**8.7** The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other

time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

- 8.8** The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Agreement or

**9. Equalities**

- 9.1** The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age

- a) in the supply and provision of Services under this Agreement, and
- b) in its employment practices.

- 9.2** Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).

- 9.3** In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it

- 9.4** The Contractor and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.

- 9.5** In the event of any finding of unlawful discrimination being made against the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the

same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 9.6** The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

## **10. Audit And Monitoring**

The Contractor will allow access for the Council and its officers to all relevant information for the purposes of audit and the monitoring of this Agreement.

## **11. Complaints Procedure**

- 11.1** The Contractor shall operate a complaints procedure in respect of any services or works provided under this Agreement to deal with any complaint received about the standard of services or the manner in which any services have been supplied or work has been performed or any other matter connected with the performance of the Contractor's obligations under this Agreement ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Council has in respect of the Contractor's performance of this Agreement shall be dealt with in accordance with the remainder of this Agreement.

- 11.2** The Contractor's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Contractor is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards:

**11.2.1** is easy for complainants to access and understand

**11.2.2** clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

**11.2.3** provides confidential record keeping to protect employees under

this Agreement and the complainant

**11.2.4** provides information to the Contractor's management so that services can be improved

**11.2.5** provides effective and suitable remedies

**11.2.6** is regularly monitored and audited and which takes account of complainant and Council feedback

**11.3** The Contractor shall inform any users of the services or works provided under this Agreement of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.

**11.4** The Contractor shall investigate and deal with any complaints it receives about the services or works, whether direct from the public or services users, or referred to it by the Council, in accordance with its published complaints procedure.

**11.5** The Contractor shall ensure that:

**11.5.1** it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Contractor is dealing with the complaint

**11.5.2** under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

**11.5.3** someone who is independent of the matter complained of carries out the investigation

**11.5.4** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations

**11.5.5** it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 21 Working Days of receiving the complaint

**11.5.6** where a complaint is received by the Contractor relating to the policy or decisions of the Council rather than the Contractor's delivery of its obligations under this Agreement, the Contractor shall

promptly, and within two Working Days, refer the complaint to the Council for investigation.

- 11.6** The Contactor shall ensure that all its employees and persons employed under this Agreement are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 11.7** The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council within 5 Working Days of being requested or at 12 monthly intervals in any event.
- 11.8** Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 11.9** The Contractor should note that if a complaint is made to the Council by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **12. Force Majeure**

- 12.1** Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (“Force Majeure Event”), provided that:-
  - 12.1.1** any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

**12.1.2** staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

**12.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

**12.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

**12.2.2** it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

**12.3** Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

**12.3.1** any costs arising from that delay will be borne by the Party incurring the same; and

**12.3.2** either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

**13. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

The Parties agree that the provisions of Schedule 1 below shall apply to any Relevant Transfer of staff under this Agreement

**14. Insurance**

**14.1** The Contractor shall effect and maintain with a reputable insurance



company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS) for each and every claim.

**14.2** Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £5,000,000 (FIVE MILLION POUNDS) in respect of each and every claim.

**14.2.1** The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

**14.3** The Contractor warrants that it has complied with this clause 14 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required under this clause 14, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

**14.4** The Contractor shall:

- (a) do nothing to invalidate any insurance policy

(b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

**14.5** For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

**14.6** Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

**14.6.1** if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

**14.6.2** if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

## SCHEDULE 1

### TUPE AND PENSION CLAUSES

#### Section 1 EMPLOYMENT PROVISIONS

Unless otherwise stated in each Section, the following definitions shall apply:

**Contractor Personnel:** all directors, officers, employees, agents, consultants and contractors of the Contractor and/or any Sub-contractor engaged in the performance of the Contractor's obligations under this Contract;

**Contractor's Final Personnel List:** a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

**Contractor's Provisional Personnel List:** a list prepared and updated by the Contractor of all Contractor Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor and who are expected, if they remain in the employment of the Contractor or of any sub-contractor as the case may be until immediately before the termination date or the expiry date of the (as appropriate), would be Transferring Contractor Employees;

**Data Protection Legislation** means:

- i) all applicable Law about the processing of personal data and privacy; and
- ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and
- iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any

applicable national implementing Laws as amended from time to time including the DPA 2018

**"Direct Loss"** all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of reasonably and necessarily incurred legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

**Effective Date:** the date(s) on which the Services (or any part of the Services), transfer from the Contractor or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Contractor or Sub-Contractor.

**Employee Liability Information:** the information that a transferor is obliged to notify to a transferee under regulation 11 of the Employment Regulations :

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Contractor arising out of the employee's employment with the transferor;
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

**Employee Liabilities:** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive

**Former Provider:** a Contractor supplying services to the Council before the Service Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Contractor (or any sub-contractor of any such sub-contractor);

**Indirect Losses** means loss of profits (other than profits directly and solely attributable to carrying on of the Business), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;

**Notified Sub-contractor:** a Sub-contractor identified in Annex D to whom Transferring Council Employees and/or Transferring Former Provider Employees will transfer on a Relevant Transfer Date;

**Relevant Transfer:** a transfer of employment to which the Employment Regulations applies;

**Replacement Services:** any services which are the same as or substantially similar to the Services and which the Council receives in substitution for any of the Services following the expiry or termination of Partial Termination of this Contract, whether those services are provided by the Council internally and/or by any third party;

**Replacement Provider:** any third party provider of Replacement Services appointed by the Council from time to time (or where the Council is providing replacement Services for its own account, the Council);

**Replacement Sub-contractor:** a sub-contractor of the Replacement Provider to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

**Retendering Information:** as defined in paragraph 6.10;

**Service Transfer:** any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Provider or a Replacement Sub-contractor;

**Service Transfer Date:** the date on which the Services (or any part of the Services), transfer from the Contractor or Sub-Contractor to the Council or any Replacement Provider giving rise to a Relevant Transfer;

**Staffing Information:** in relation to all persons identified on the Contractor's Provisional Personnel List or Contractor's Final Personnel List, as the case may be, such information as the Council may reasonably request (subject to all applicable provisions of the Data Protection Legislation, but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information

**Sub-Contractor:** the contractors engaged by the Contractor to provide goods, services or works to, for or on behalf of the Contractor for the purposes of providing the Services to the Council.

**Transferring Council Employees:** employees of the Council whose contracts of employment transfer with effect from the Effective Date to the Contractor by virtue of the application of the Employment Regulations. A list of the Transferring Council Employees, as at the date of execution of the Agreement, is attached at Annex B. (THERE ARE NO TRANSFERRING COUNCIL EMPLOYEES)

**Transferring Former Provider Employees:** employees of a Former Provider whose contracts of employment transfer with effect from the Effective Date to the Contractor or Sub-Contractor by virtue of the application of the Employment Regulations. An indicative list of the Transferring Former Provider Employees, as at the date of execution of the Agreement, is attached at Annex C. (THERE ARE NO TRANSFERRING FORMER PROVIDER EMPLOYEES)

**Transferring Contractor Employees:** those employees of the Contractor and/or the Contractor's Sub-contractors wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry date or the termination date of the Contract to whom the Employment Regulations will apply on the Service Transfer Date whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider

## **2. INTERPRETATION**

Where a provision in this Schedule imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Former Provider, Replacement Provider or Replacement Sub-contractor, as the case may be.

## **3. PROCEDURE IN THE EVENT OF TRANSFER**

3.1 The Council and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Council and/or any Former Provider.

3.2 If any employee of the Council and/or a Former Provider claims, or it is determined in relation to any employee of the Council and/or a Former Provider, that his/her contract of employment has been transferred from the Council and/or the Former Provider to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Contractor shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council and, where required by the Council, give notice to the Former Provider; and

(b) the Council and/or the Former Provider may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Contractor or the Sub-contractor (as appropriate) or take such other reasonable steps as the Council or Former Provider (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

3.3 If an offer referred to in clause 3.2(b) is accepted (or if the situation has otherwise been resolved by the Council and/or the Former Provider), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

3.4 If by the end of the 15 Working Day period specified in clause 3.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Contractor and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

## **4. INDEMNITIES**

4.1 Subject to the Contractor and/or the relevant Sub-contractor acting in accordance with the provisions of clause 3.2 to clause 3.4 and in accordance

with all applicable employment procedures set out in applicable Law and subject also to clause 4.4, the Council shall:

(a) indemnify the Contractor and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Council referred to in clause 3.2 made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) procure that the Former Provider indemnifies the Contractor and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Provider made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.2 If any such person as is described in clause 3.2 is neither re employed by the Council and/or the Former Provider as appropriate nor dismissed by the Contractor and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

4.3 Where any person remains employed by the Contractor and/or any Sub-contractor pursuant to clause 4.2, all Employee Liabilities in relation to such employee shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Council and any Former Provider, and shall procure that the Sub-contractor shall indemnify the Council and any Former Provider, against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.

4.4 The indemnities in clause 4.1:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Contractor and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

(ii) any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 3.2(a) is made by the Contractor and/or any Sub-contractor to the Council and, if applicable, Former Provider within six months of the Effective Date.

## **5. PROCUREMENT OBLIGATIONS**

Where in this schedule the Council accepts an obligation to procure that a Former Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former



Provider contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Provider does or does not act accordingly.

## **6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS**

- 6.1 The Contractor agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
  - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
  - (c) the date which is 12 months before the end of the Term; and
  - (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),

it shall provide at no cost to the Council and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Contractor's Provisional Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Personnel List and it shall provide an updated Contractor's Provisional Personnel List at such intervals as are reasonably requested by the Council.

- 6.2 At least 28 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Council or at the direction of the Council to any Replacement Provider and/or any Replacement Sub-contractor:

- (a) the Contractor's Final Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and
- (b) the Staffing Information in relation to the Contractor's Final Personnel List (insofar as such information has not previously been provided).

- 6.3 The Council shall be permitted to use and disclose information provided by the Contractor under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Provider and/or Replacement Sub-contractor.

- 6.4 The Contractor:

- (a) shall promptly notify the Council forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such changes arise; and
- (b) warrants, for the benefit of the Council, any Replacement Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

- 6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Personnel List regardless of when such notice takes effect.

6.6 During the Term, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

6.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Personnel List who is a Transferring Contractor Employee:

- (a) the most recent month's copy pay slip data;

- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

6.8 The Council regards compliance with this paragraph 6 as fundamental to the Agreement. In particular, failure to comply with paragraphs 6.1 and 6.2 in respect of the provision of accurate information about the Transferring Contractor Employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 6.8 shall not exceed an amount equivalent to the Charges that would be payable in the [three] month period following the Contractor's failure to comply with paragraphs 6.1 or 6.2, as the case may be.

6.9 Any change to the Staffing Information which would increase the total employment costs of the staff in the [six] months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.

6.10 The Contractor shall indemnify and shall keep indemnified in full the Council and at the Council's request any Replacement Provider against all Direct Losses arising from any claim by any party as a result of the Contractor or sub-contractor failing to provide or promptly to provide the Council and/or any Replacement Provider where requested by the Council with any information required under this Clause 6.1 to 6.4 inclusive ("the Retendering Information") and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply to the extent that such information was originally provided to the Contractor or any sub-contractor by the Council and was materially inaccurate or incomplete when originally provided.

## **7. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

7.1 The Council and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment

Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.

7.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees and other employees or former employees of the Contractor or each Sub-contractor (who had been engaged in the provision of the Services) arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

7.3 Subject to clause 7.4, the Contractor shall indemnify the Council and/or the Replacement Provider and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission of the Contractor or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
  - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on and before the Service Transfer Date; and

(ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Council and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on or before the Service Transfer Date;

(e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);

(f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee for whom it is alleged the Council and/or the Replacement Provider and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Provider and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

(b) arising from the Replacement Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

7.5 If any person who is not a Transferring Contractor Employee claims, or it is determined in relation to any person who is not a Transferring Contractor Employee, that his/her contract of employment has been transferred from the Contractor or any Sub-contractor to the Replacement Provider and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Council shall procure that the Replacement Provider shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Contractor; and
- (b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Provider and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Council shall procure that the Replacement Provider shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15th Working Day period specified in clause 7.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Council shall advise the Replacement Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Contractor shall indemnify the Replacement Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

(a) shall not apply to:

- (i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, any claim for:  
(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
- (ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Contractor within six months of the Service Transfer Date.

7.10 If any such person as is described in clause 7.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 Not Used.

7.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Provider and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7.13 Subject to clause 7.14, the Council shall procure that the Replacement Provider indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Provider and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
  - (ii) any custom or practice in respect of any Transferring Contractor Employees which the Replacement Provider and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees on or after their transfer to the Replacement Provider or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the

Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Replacement Provider or Replacement Sub-contractor to, or in respect of, any Transferring Contractor Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;

(f) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and

(ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date;

(g) a failure of the Replacement Provider or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

7.14 The indemnities in clause 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

7.15 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer to a Replacement Provider will be fulfilled.

7.16 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 6 and 7, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Contractor or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.



7.17 Despite clause 7.16, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

## **6. TRANSFER TO ANOTHER EMPLOYER**

6.1 Save on expiry or termination of this Agreement, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE) the Contractor shall and shall procure that any relevant Sub-Contractor shall:

- (a) consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and
- (b) procure that the employer to which the Eligible Employees are transferred (the New Employer) complies with the provisions of this Clauses 2 to 7 inclusive provided that references to the "sub-contractor" will become references to the New Employer, references to "Effective Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

## **7. CLAIMS FROM ELIGIBLE EMPLOYEES OR TRADE UNIONS**

7.1 The Contractor hereby indemnifies the Council and/or any Replacement Provider and, in each case, their Sub-Contractors from and against all Direct Losses suffered or incurred by it or them which arise from claims by Eligible Employees of the Contractor and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:

- (a) relate to pension rights in respect of periods of employment on and after the Effective Date until the date of termination or expiry of this Agreement; or
- (b) arise out of the failure of the Contractor and/or any relevant Sub-Contractor to comply with the provisions of this Clause 7 before the date of termination or expiry of this Agreement.

## **8. PENSIONS EXIT PROVISIONS**

8.1 The Contractor shall and shall procure that each relevant Sub-Contractor shall:

- (a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Eligible Employees);
- (b) promptly provide to the Council such documents and information mentioned in paragraph 8.1(a) which the Council may reasonably request in advance of the expiry or termination of this Agreement; and
- (c) fully cooperate (and procure that the trustees of the Contractor's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on expiry or termination of the Agreement;
- (d) not adversely affect pension rights accrued by the Eligible Employees in the period ending on expiry or termination of the Agreement.

## Schedule 2

### Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Data Controller, who may take account of the view of the Data Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Data Controller's Data Protection Officer are: Information Governance Officer email: [Information.Request@Shropshire.gov.uk](mailto:Information.Request@Shropshire.gov.uk)
2. The contact details of the Data Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Data Controller and Data Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Contractor is the Data Processor in accordance with Clause 18.1.
Subject matter of the processing	The processing is needed in order to ensure that the Data Processor can effectively deliver the contract to provide a service to current and future tenants of smallholdings of the council and members of the public.
Duration of the processing	From the Contract Commencement Date until the Contract Expiry Date.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. for the purpose of managing the rural estate and could include: estate management and property disposal
Type of Personal Data	Addresses of properties, details of tenants names, addresses, payment details and bank detail, dates of birth, National Insurance numbers, telephone numbers, pay images, biometric data.
Categories of Data Subject	Smallholding tenants and persons acting on their behalf

Plan for return and destruction of the data once the processing is complete UNLESS legal requirement to preserve that type of data	All data will be returned to the data controller in an electronic format collated as a spreadsheet and/or database and where hard copy documents are legally required these should be returned. All data should be returned to the Data Controller within 2 weeks of the Expiry Date.
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# **INVITATION TO TENDER DOCUMENT**

## **PROVISION OF RURAL ESTATE MANAGEMENT SERVICES**

### **Introduction**

Shropshire Council own an Agricultural estate of approximately 280 hectares. The freehold properties comprise 16 smallholdings of between 7.68 acres and 107.36 acres and 3 cottages. There are an additional 3 units which are leasehold.

The Council is seeking to procure a single organisation who can provide specialist expertise to undertake Rural Estate Management Services for the Council's rural small holding and land assets. The contract shall be for a 3 year period for the range of services detailed in this tender document.

### **Part 1**

#### **Instructions for Tendering**

##### **Participation in Invitation To Tender**

This is an invitation to tender for the provision of Rural Estate Management Services.

##### **Circular Advices, Clarification and Queries**

The terms of the Tender will not be negotiated. Only queries seeking clarification of the Tender Documents will be responded to.

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions via the Delta, the electronic tender portal, before the deadline of **27<sup>th</sup> February 2019**.

##### **Study of Tender Documents**

The Tenderer is required to examine the Tender Documents and to obtain all information as it may require. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

##### **Tender Submission**

Tenders must be submitted for the whole of the Services.

Tenders to provide only part of the Services will be rejected.

Please read and comply with the following points:

- It is important that you answer **all** the questions as fully as possible unless indicated otherwise.
- Do not change the format of the response documents as it they will be used for the official scoring.
- **Do not** send any general marketing material or promotional information for your organisation by way of answers to any of the questions.
- **Do not** insert or embed documents within this response.
- **Do not** attach additional documents in response except where otherwise directed.
- If you are part of a corporate group, please answer the questions specifically for your organisation (not the group).
- **Failure** to fully complete this Invitation To Tender and comply with the instructions may result in disqualification of the tender submission.
- All questions **must** be answered in full.
- All documents **must** be written in English.
- Tenders not submitted in accordance with the above requirements will be rejected
- 

#### **Return Address**

Tenders are to be submitted through Delta, our electronic tender portal.

The deadline for returning tenders is noon on, **6th March 2019** any tenders received after this time will not be accepted.

#### **Prior Knowledge of Tenderers**

Tenderers must assume that assessors will have no prior knowledge of the organisation and must provide all information they wish to be considered as part of the tender evaluation.



### **Procurement Timetable / Notification**

The Council intends to select one successful Tenderer as per the timetable below and reserves the right to select the successful Tenderer on this date, at a later date, or not at all.

The Council proposes the following timetable for the award of the Contract:

<b>Activity</b>	<b>Date</b>	<b>Time / Notes</b>
ITT issued	15/02/19	
Closing Date for Tenders	06/03/19	To be submitted no later than 12 Noon. Any tenders arriving after this time will NOT be considered.
Evaluations and Tender Clarifications	06/03/19 – 13/03/19	
Interviews	18/03/19	
Contract Award	21/03/19	
Preparation Mtg	25/03/19	
Contract Start	01/04/19	

The Council reserves the right to change this timetable and all Tenderers will be notified accordingly.

### **Contract Award**

Following the final tender evaluation the Council will inform the successful Tenderer in writing of the intention to place them on the Contract. The Council will award to one Tenderer only.

### **Commencement Date**

The contract will commence on 1<sup>st</sup> April 2019 for a 3 year period; with an option for the Council to extend for a further two years.

## **Part 2**

### **Tender Evaluation**

#### **1. Evaluation Panel**

Following receipt of Tender responses, an Evaluation Panel will be convened from Shropshire Council. Copies of the Tenderer's responses will be distributed to panel members, on the condition that they remain confidential.

#### **2. Pass/Fail Question Criteria**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

### 3. **Evaluation Criteria (Marked Questions)**

The evaluation of tenders for this Contract shall be based on the value assessment approach which enables the Council to assess a Tender on both quality and price. The assessment of Quality will consider written information provided by the Tenderer in relation to the specific requirements as set out within the Tender Document.

3.1 The tender evaluation will allow the Council to primarily select tenders that represent value for money and the Council may reject bids that are priced unrealistically high or low.

#### 3.2 **Quality Assessment**

3.2.1 Quality will account for **50%** of the tender evaluation. the highest Quality score will be given a max of 500 marks for Quality. Other Quality scores will then be expressed as a proportion of the highest score. This gives the adjusted Quality score. The 50% weighting for Quality is then applied to each adjusted Quality score to give the Weighted Quality Scores. Tenderers will be invited to attend an interview to present their approach on Criteria 6 and also answer any clarifications from the Tender submitted.

3.2.2 The breakdown of Quality is shown in the table below.

Criteria	Overall Weighting	Sub-Weighting
1. Audited Quality Systems	50%	Pass/Fail
2. Reference Contacts		5
3. Resources		20
4. Conflict of Interests		5
5. Risk Management		10
6. Interview - Partnering Ethos		10

3.2.3 Tenderers' responses shall be marked in accordance with the following scales for each of the evaluation criteria as relevant:

<b><u>Score</u></b>	<b><u>Performance</u></b>	<b><u>Judgement</u></b>
10	Meets the standards exactly as specified	Very good
7	Meets the standard well, but not exactly	Good
5	Meets standard in most aspects, fails in some	Adequate
3	Fails standard in most aspects, meets it in some	Doubtful
1	Significantly fails to meet the standard	Poor
0	Completely fails to meet the standard	Not worth considering

3.2.4 Where a response to any question is given a score of nil(0), the Tender may be discounted in its entirety and not be considered further in the evaluation.

3.2.5 Information relating to Quality shall be provided by the Tenderer as part of the tender submission. Tenders submitted without all the information required for the Evaluation Criteria will be considered incomplete and may therefore be rejected.

3.2.6 Tenderers shall be aware that if they are awarded the Contract they will be required to comply with the Tendered submission.

### 3.3 Price Assessment

Price assessment accounts for **50%** of the tender evaluation. This is further sub-divided between Schedules A & B as shown below.

	Sub –Weighting/Max Mark
Schedule A Fixed Fee	25% / 250 max marks
Schedule B	
(i) Fixed Fee	12.5% / 125 max marks
(ii) % Based on nominal Value of Property of £400k	12.5% /125 max marks*

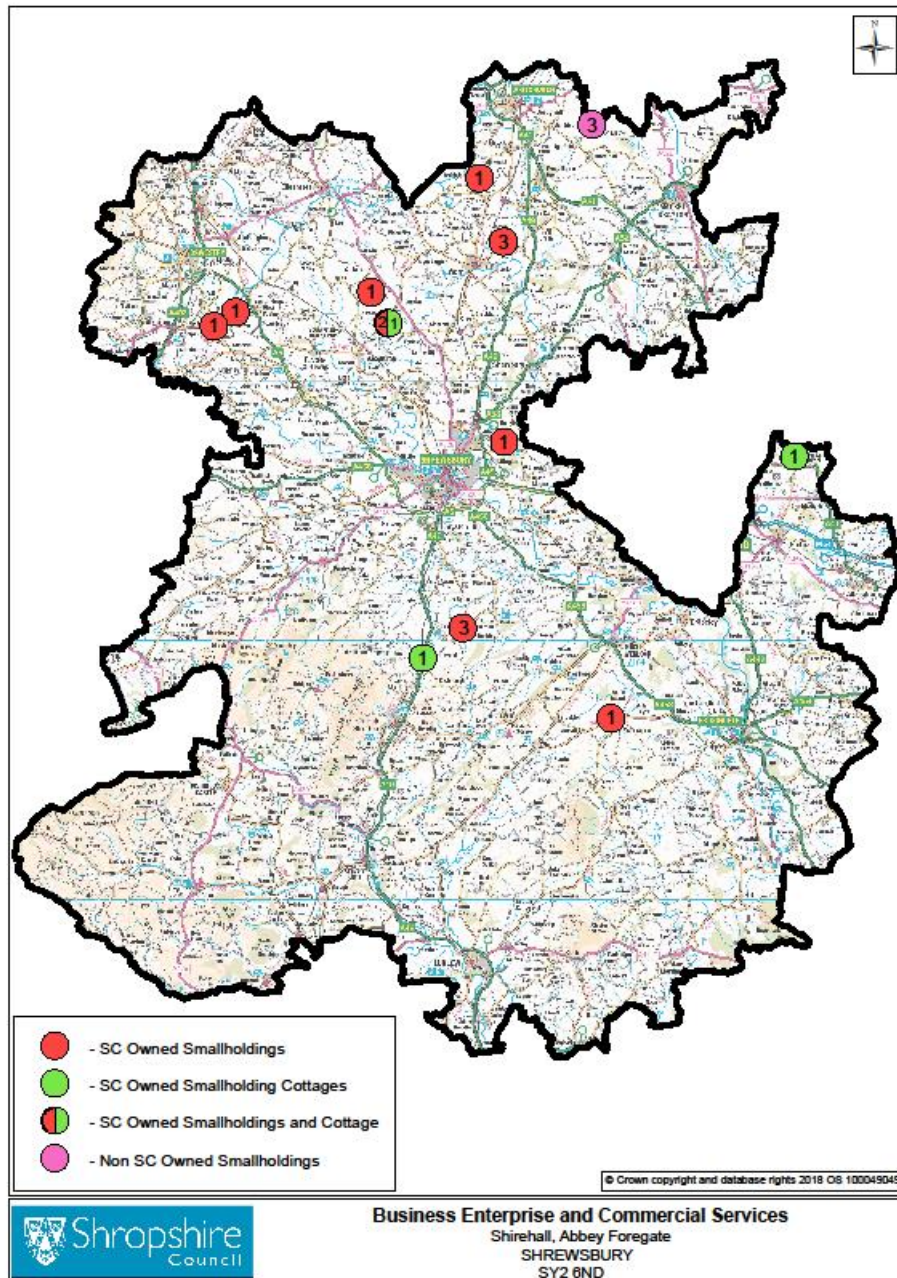
After rejecting bids which in the opinion of the Council are unrealistically high or low (in terms of Price); The lowest Schedule A component price will be given a max of 250 marks. The lowest Schedule B(i) and B(ii) prices will be given a max of 125 marks each.

\*For scoring purposes Schedule B(ii) will be calculated using a nominal premise value of £400K with the lowest competitive price scoring the max 125 marks.

The most competitively priced tender will receive the overall maximum mark for price being 500. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

### 3.4 Overall Assessment

The Weighted Quality Score and the Weighted Price Score for each tender will be added together to produce a total score. The scores for each tender will be compared and subject to a due diligence check; the Tenderer with the highest score offering the most economically advantageous bid will be recommended for acceptance.



The Map shows the geographical extent of the Rural Estate

### **Part 3**

#### **Rural Estate Management Services**

The scope of the Services for each Schedule is set out below.

Schedule A Services are the rural property management services to be performed as part of the Contract. Schedule B Services are for the property review and disposal services to be performed as part of the Contract. For the year ending 31<sup>st</sup> March 2018 the rental income for the Estate was approximately £96,500.

#### **Schedule A**

<b>Scope of Property Management Services</b>	<b>Frequency</b>
General Management incl. the supervision of Agricultural, Residential , Commercial tenants, and sporting rights including the service of the appropriate Notices, maintenance of tenancy Agreements and dealing with all matters arising from the operation of the terms of the Tenancy Agreements, Leases and Licences.	Weekly
Overseeing routine external and internal maintenance of Estate property.	As and when required
Routine management of woodlands, but not specialist grant schemes and hedgerow and roadside trees	Monthly
Routine management of fisheries and associated stakeholder management plans	As and when required
Management of public rights of way and tracks	As and when required
Accounting incl. processing and payment of expenditure invoices. Preparation of budgets, cash flows and forecasts for the client.	Monthly
Raising of invoices for collection of income namely rents, donations, mineral royalties and landfill income. Income monitoring and chasing of outstanding debts. Processing and banking of income.	Monthly, Quarterly and half yearly and annually
Providing the necessary information to the accountant to enable preparation of the Annual Accounts including asset valuations.	Annual
Estates records and notices incl. the maintenance of existing estate Ordnance sheets, terriers and all other relevant estate assets and records.	Annual
Estates Staff incl. availability at all reasonable times for general consultation and advice on professional matters	As and when required
Maintaining contact with your other professional advisors, e.g. Solicitors, Accountants, Architects.	As and when required
Attendance on the Estate by suitably qualified personal as required to perform the property management duties.	As and when required

Policy & Liaison incl. to advise on the general policy of the management of the Estate.	As and when required
To provide e. reporting of quarterly performance against the Programme Plan to the Council and to attend and support regular review meetings.	Performance Review meetings up to 6 times a year, Other visits/meetings as required.
Property Insurances incl. the supervision of insurance policies and advising as to proper levels of insurance, maintaining records, checking renewals and annual insurance declarations.	Annual
Provision of Information for Freedom of Information Requests	As and when required

### **Schedule B**

<b>Scope of Property Review &amp; Report and Disposal Services completed within 3 years</b>
<b>a) Property Review &amp; Report (Fixed Fee)</b>
Valuations, preparations and negotiations carried out in relation to the sale and transfer of ownership of small holding land and property.
Delivery of a Property Review with Disposal Schedule. This will be prepared in the form of a report submitted to Officers and Members of Shropshire Council by 30 April 2019.
<b>b) Marketing and Sale of Land and Property (% Fee)</b>
Sales & marketing campaigns and preparations; inspections, legal packs and supporting information. Respond to all enquiries of interest within 24 hours or sooner and proactively pursue investment leads.
Finalise and complete terms and conditions of sale. Finalise and oversee the sales through to exchange and completion. Expediting the process wherever possible.

### **Other Services (for information) Please include a cost for these.**

Attendance at Tribunals, Arbitrations, Valuation and other Courts and Inquiries

Management of land in hand, whether farming direct, share farming or contract farming

Dealing with statutory authorities over way leaves, easements, and compulsory purchase matters

## **Part 4**

### **Tenderers Response**

#### **General**

1. Tenderers shall respond to and provide relevant information with regard to all matters set out below. The responses and information SHALL be submitted as part of the Tender. Failure to provide such information may result in the Tender being rejected.
2. The RICS Terms of engagement: rural estate management services, 1<sup>st</sup> Edition 2017 will be the used as the guide for Terms & Conditions in conjunction with Shropshire Council's Additional Terms & Conditions.

#### **Material Misrepresentation**

3. The Council shall rely on the information provided by the Tenderer. A material misrepresentation contained therein shall constitute a material breach of contract.

#### **Tenderer's Written Proposals**

4. The Tenderer shall provide full and comprehensive statements in response to the questions set out in questions 1 to 6 inclusive of the quality response. Tenderers shall insert their response under the question asked. Tenderers shall not include any appendices unless specifically asked to do so.
5. The following questions shall be addressed in relation to the key features of the Rural Estate Management Services Contract set out in Schedule A & B. The Council will take these proposals into account in assessing the Tenderer's competence to undertake this Contract.



**Section A:**  
**1. Form of Tender**

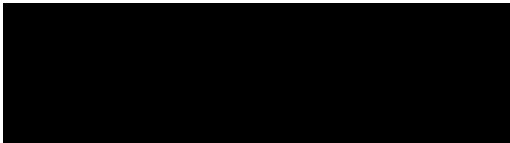
Form of Tender

**Shropshire Council**

Tender for the provision of Rural Estate Management Services

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Rural Estate Management Services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed



Name



Date 6 March 2019

Designation Partner

Company Carter Jonas LLP

Address Canon Court North, Abbey Lawn, Shrewsbury, SY2 5DE

**Section A:**  
**2. Non – Canvassing Certificate**

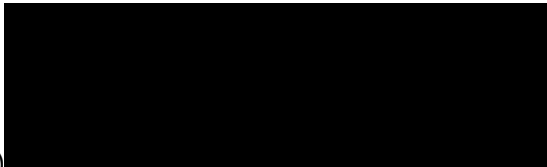
Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

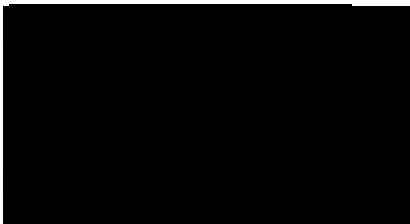
I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)



Status Partner

Signed (2)



Status Business Development Director

(For and on behalf of Carter Jonas LLP)

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

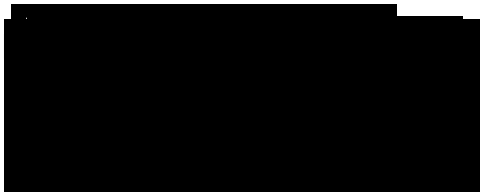
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

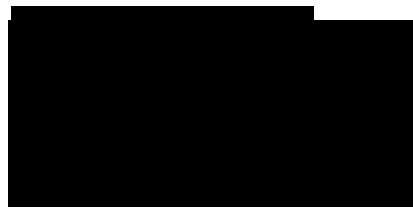
- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)



Status Partner

Signed (2)



Status Business Development Director

#### 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

**Yes / No**


If yes, please give details:

Name	Relationship
No	

**Please note:**

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

Signed (1)



Status Partner

Signed (2)



Status Business Development Director

(For and on behalf of Carter Jonas LLP)

Date 6 March 2019

**Basic Details (For information purposes only)**

1	Name of the organisation in whose name the tender would be submitted:	Carte Jonas LLP	
2	Contact name for enquiries about this submission:	[REDACTED]	
3	Contact position (Job Title)	Bid Manager	
4	Address: Post Code:	9-10 Jewry Street Winchester So23 8RZ	
5	Tel number:	[REDACTED]	
6	Fax number:	n/a	
7	E-mail address:	bids@carterjonas.co.uk	
8	Company Registration number (if this applies)	OC304417	
9	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	n/a	
10	Date of Registration:	11.11.03	
11	VAT registration number:	GB 256845862	
12	Is your organisation: (Please tick <b>one</b> )	i) a public limited company	
		ii) a limited company	✓ Limited Liability Partnership
		iii) a Contracting Authority	
		iv) a sole trader	
13	Name of (ultimate) parent company (if this applies)	n/a	
14	Companies House Registration number (if this applies):	n/a	
15	What is the name and branch of your bankers (who could provide a reference)?	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	

### Insurance

Please provide details of your current insurance cover. We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price quotations should be based on full insurance levels being in place.		Value
1	Employer's Liability (£5m):	£10m
2	Public Liability (£5m):	£10m
3	Professional Indemnity (£5m)	£10m
3	Other (please provide details):	£n/a

### Data Protection

1	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes
2	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	

### Equal Opportunities

1	Does your organisation have a written equal opportunities policy, to avoid discrimination?	Yes
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### Health and Safety

1	Does your organisation have a health and safety at work system which includes a policy, nominated manager and management system?	Yes
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### Professional and Business Standing

Does any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor (s)?		
1	Is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings:	No
2	Has been convicted of a criminal offence related to business or professional conduct.	No
3	Has committed an act of grave misconduct in the course of business	No
4	Has not fulfilled obligations related to payment of social security contributions	No
5	Has not fulfilled obligations related to payment of taxes	No
6	Is guilty of serious misrepresentation in supplying information	No
7	Is not in possession of relevant licences or membership of an appropriate organisation where required by law	No
8	If the answer to any of these is "Yes" please give brief details, including what has been done to put things right.	n/a

### Financial Information

1	What was your turnover in the last two years? Please attach your audited accounts.  [REDACTED] [REDACTED]	
2	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? If <b>No</b> what were the reasons and what has been done to put things right?	Yes
3	Has your organisation met all its obligations to pay its creditors and staff during the past year? If <b>No</b> please explain why not:	

	Yes
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### **Qualitative Response**

For each of the qualitative response questions please complete a response proposing how you would carry out the work to deliver the Services.

<b>1</b>	<p>The Tenderer is requested to submit its quality certificates, i.e. RICS, or an equivalent accredited systems and quality marks. Only certifications which are current are acceptable.</p> <div style="background-color: black; height: 15px; width: 30px; margin-top: 10px;"></div> <div style="background-color: black; height: 15px; width: 650px; margin-top: 5px;"></div>
<b>2</b>	<p>Please obtain and attach two references from your customers for which your organisation has carried out similar services to within the last three years. References should include:</p> <ul style="list-style-type: none"> <li>• An outline of the services delivered,</li> <li>• Length of Contract and Value</li> <li>• Results achieved</li> <li>• Contract issues or concerns, and how these were rectified</li> <li>• Customer satisfaction</li> </ul> <p>The Council reserves the right to contact these organisations to check authenticity of the references provided. Please include:</p> <ul style="list-style-type: none"> <li>• Name of Organisation</li> <li>• Contact Name and Designation</li> <li>• Land line Telephone Number</li> <li>• Mobile Number</li> <li>• Email Address</li> </ul> <div style="background-color: black; height: 15px; width: 150px; margin-top: 10px;"></div> <div style="margin-top: 10px;"> <div style="display: flex; align-items: flex-start;"> <div style="width: 15px; height: 15px; background-color: black; margin-right: 5px;"></div> <div style="background-color: black; width: 290px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 660px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 350px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 600px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 480px; height: 15px;"></div> </div> <div style="margin-top: 10px;"> <div style="display: flex; align-items: flex-start;"> <div style="width: 15px; height: 15px; background-color: black; margin-right: 5px;"></div> <div style="background-color: black; width: 240px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 360px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 130px; height: 15px; margin-bottom: 2px;"></div> </div> <div style="margin-top: 10px;"> <div style="display: flex; align-items: flex-start;"> <div style="width: 15px; height: 15px; background-color: black; margin-right: 5px;"></div> <div style="background-color: black; width: 140px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 350px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 220px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 660px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 55px; height: 15px;"></div> </div> </div> </div></div>







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|  | <ul style="list-style-type: none"> <li>• Provide two case studies of the Management of Rural Estates to cover areas included within Schedules A &amp; B and demonstrates extensive experience;</li> <li>• Individual team structure used for this contract;</li> <li>• Roles;</li> <li>• Responsibilities;</li> <li>• Individual skills;</li> <li>• Knowledge;</li> <li>• Experience;</li> <li>• Current workload commitments for each member of the Tender's team indicating in percentage terms the available capacity ;</li> <li>• Clear Project Plan to show implementation of Schedule A&amp;B within 3 years.</li> <li>• Provision for continuity of Service;</li> <li>• Interface between the Tenderer's "Project Team' and the Council's team.</li> </ul> |
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	Please enter response here. (No max word limit) Please note information must be relevant.
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	<ol style="list-style-type: none"> <li>1. Details in respect of any past/current or possible known future work which has or could result in a conflict of interest.</li> <li>2. Tenderer's proposals as to how any conflicts of interest will be managed.</li> <li>3. Tenderer's declaration of any conflicts of interest that the Council should be aware of.</li> </ol>
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5	<p>Provide details as to how the Tenderer will identify and then ensure that any risks associated with the contract and how they will be mitigated and further reviewed.</p>
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<p><b>Interview Question:</b></p>	
6	<p>Tenderers will be invited to attend an interview specified in Part 1 of this Tender Document. The interview will take the following form and will last for 45 minutes only:</p> <ol style="list-style-type: none"> <li>1. Response to Question 6 (30 minutes), and</li> <li>2. Clarification Time (15 minutes).</li> </ol> <p>Tenderers are required to provide a written response to this question as part of their tender submission. This will not be scored until the day of the interview.</p> <p>The aim of this assessment is to test the Tenderer's ability to work with the Council to deliver a modern, excellent, efficient, economic and effective small holding management service for the Council.</p> <ol style="list-style-type: none"> <li>1. Details of proposed communication routes and methods with the Council. Particular importance is given to how written advice is presented in a style that comprehensively marshals facts, law, analysis, and argued conclusions in a</li> </ol>



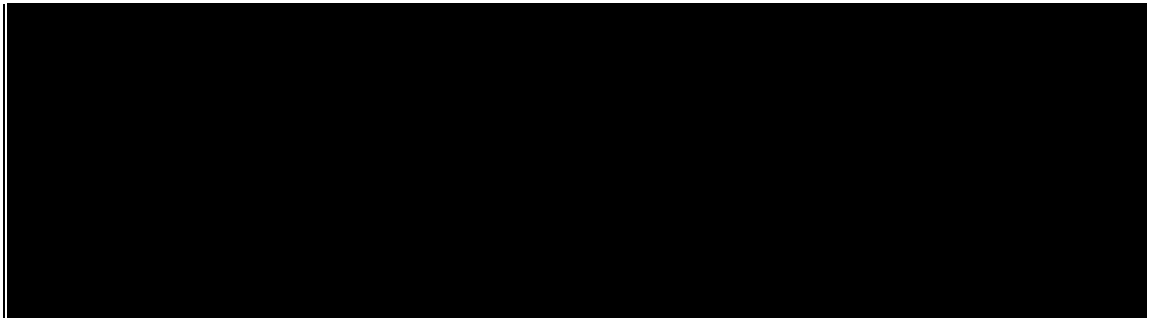



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## **FINANCIAL RESPONSE**

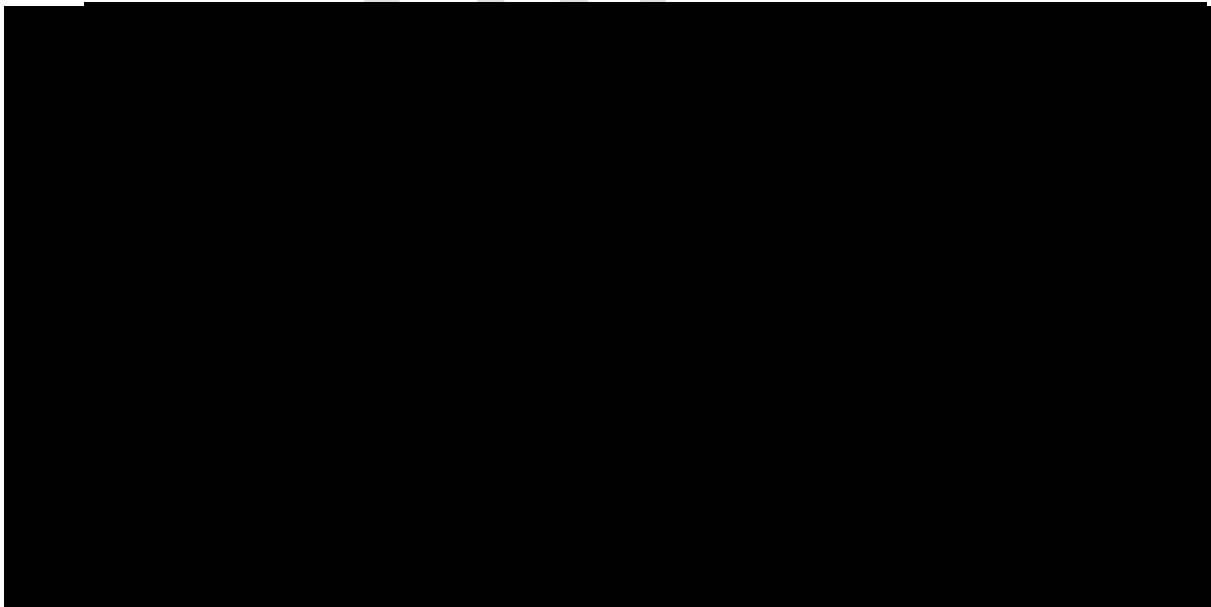
### **Schedule A**

1. Bidders shall submit a fixed management fee for the delivery of services outlined in Schedule A. The fee shall be net of VAT.
2. The fee is payable by annual instalments in arrears provided that an accurate invoice is received at the end of each contractual year.



### **Schedule B**

3. Bidders shall submit a fee for the delivery of services outlined in Schedule B. The fee shall be net of VAT.
4. The fee is payable by annual instalments in arrears provided that an accurate invoice is received at the end of each contractual year. Please include any % based fees that would arise as a result of a disposal.



Attendance at Tribunals, Arbitrations, Valuation, other Courts and Inquiries. As per Crown Commissioning Service hourly rates (as below)

Management of land in hand, whether farming direct, share farming or contract farming. £20 per acre per annum

[REDACTED]

[REDACTED]

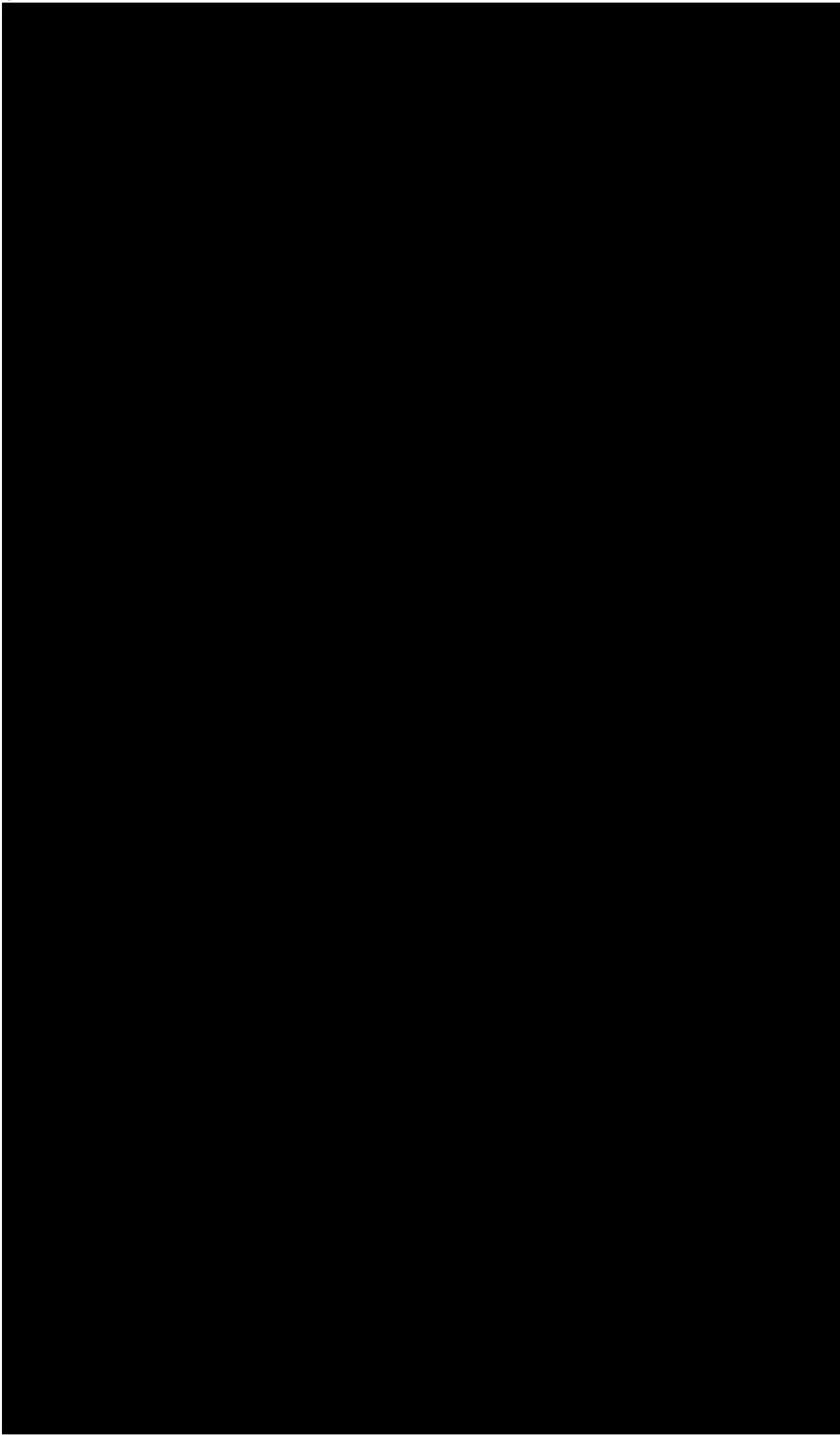
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# Appendices

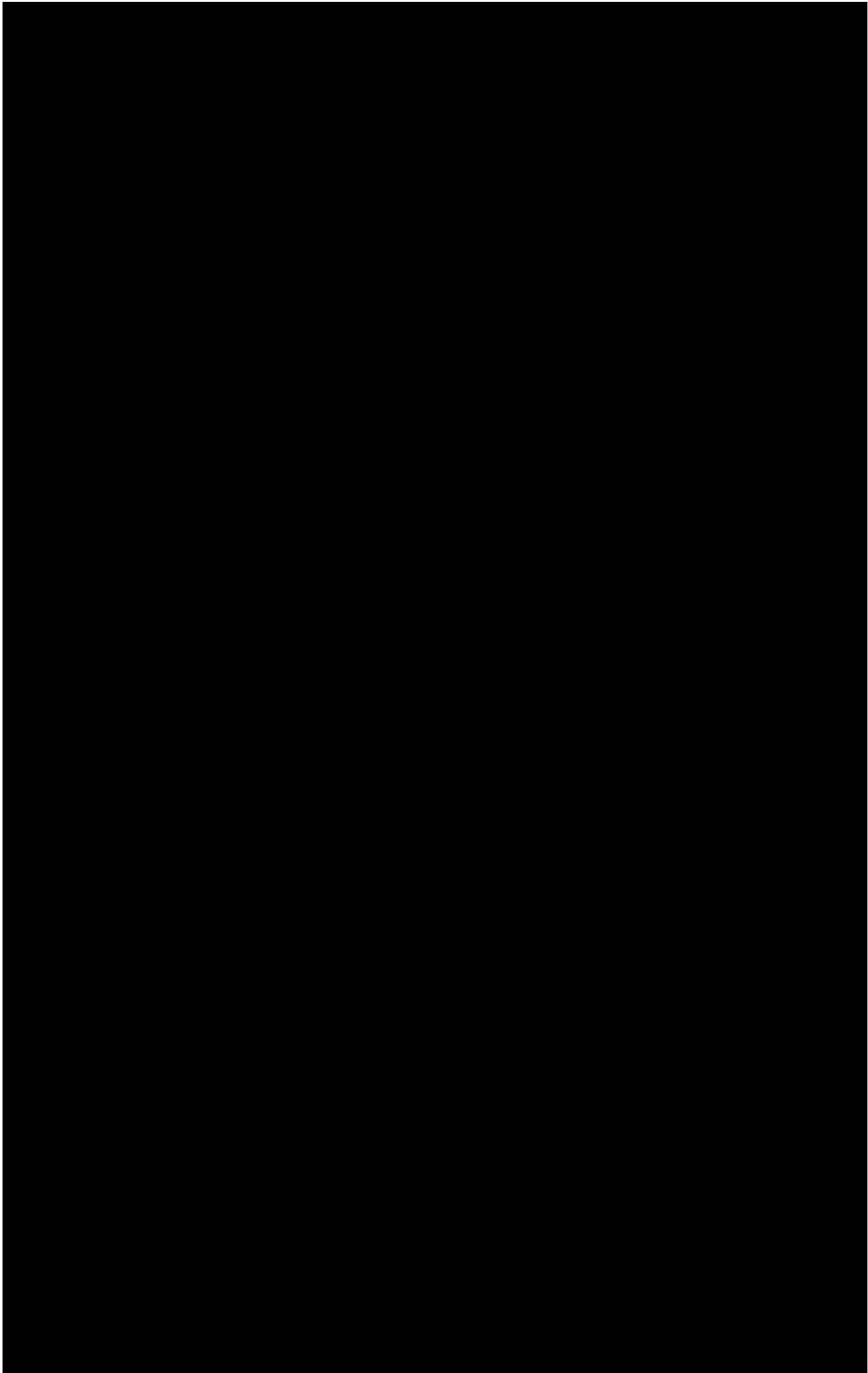


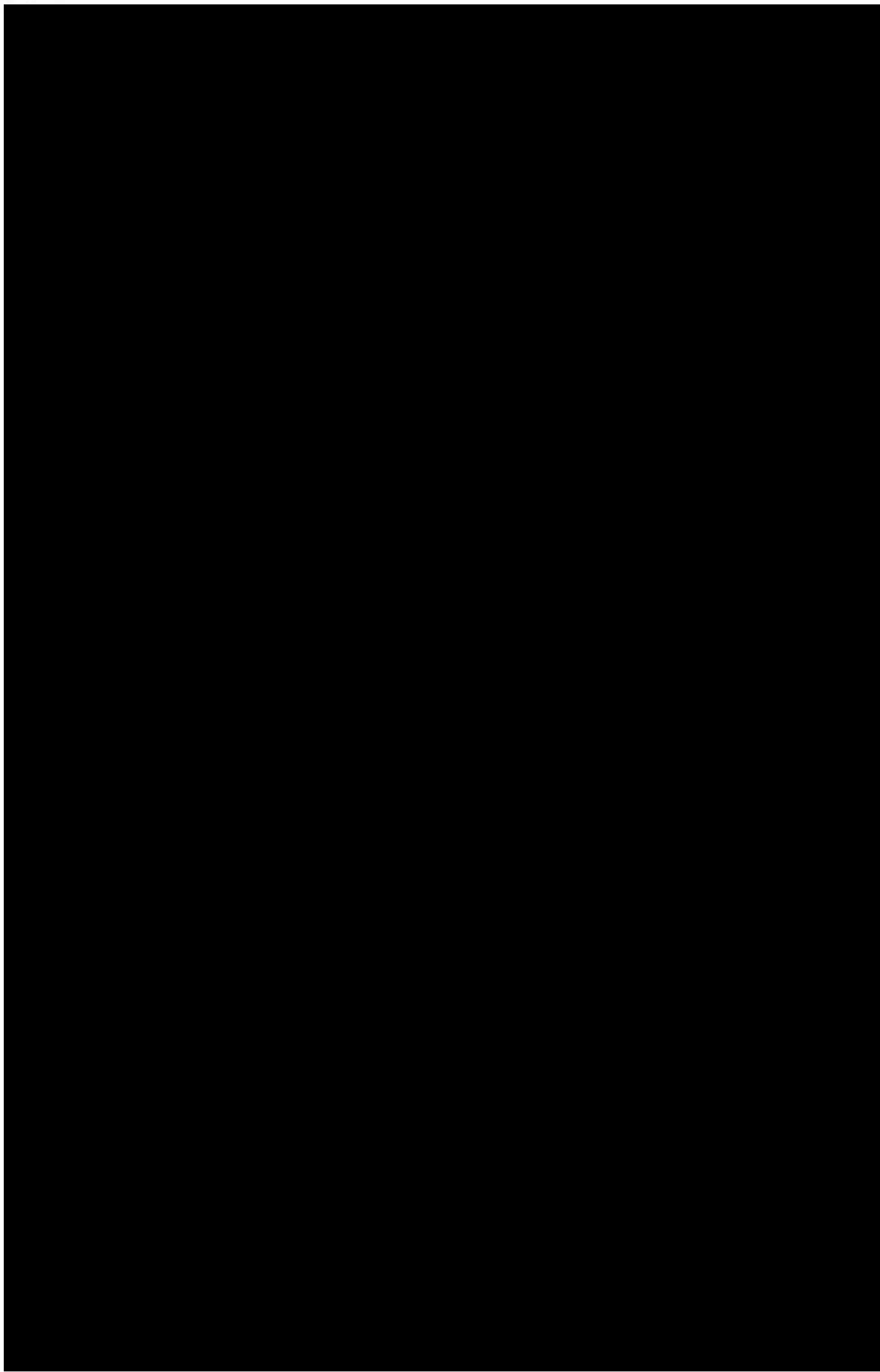


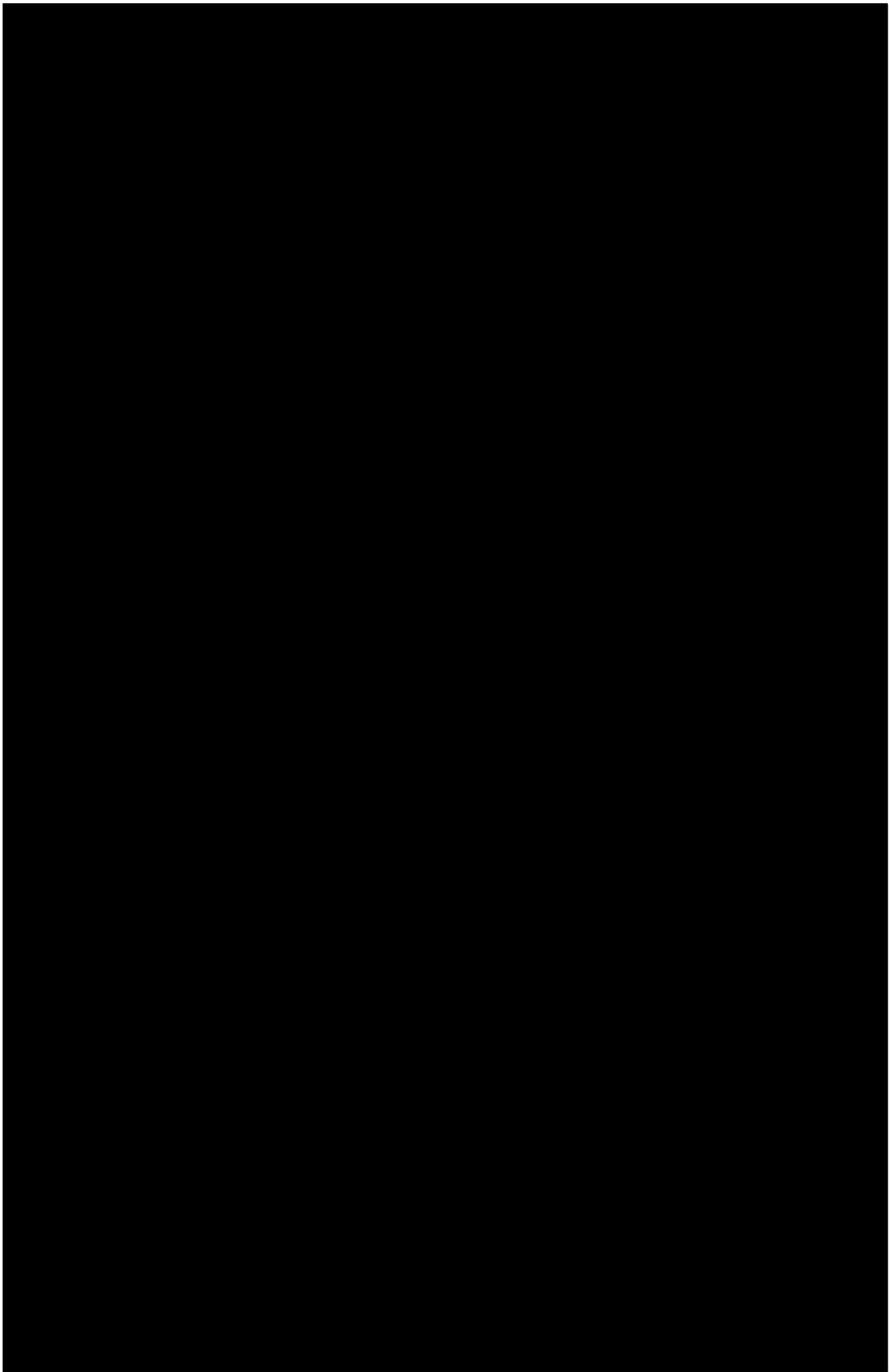


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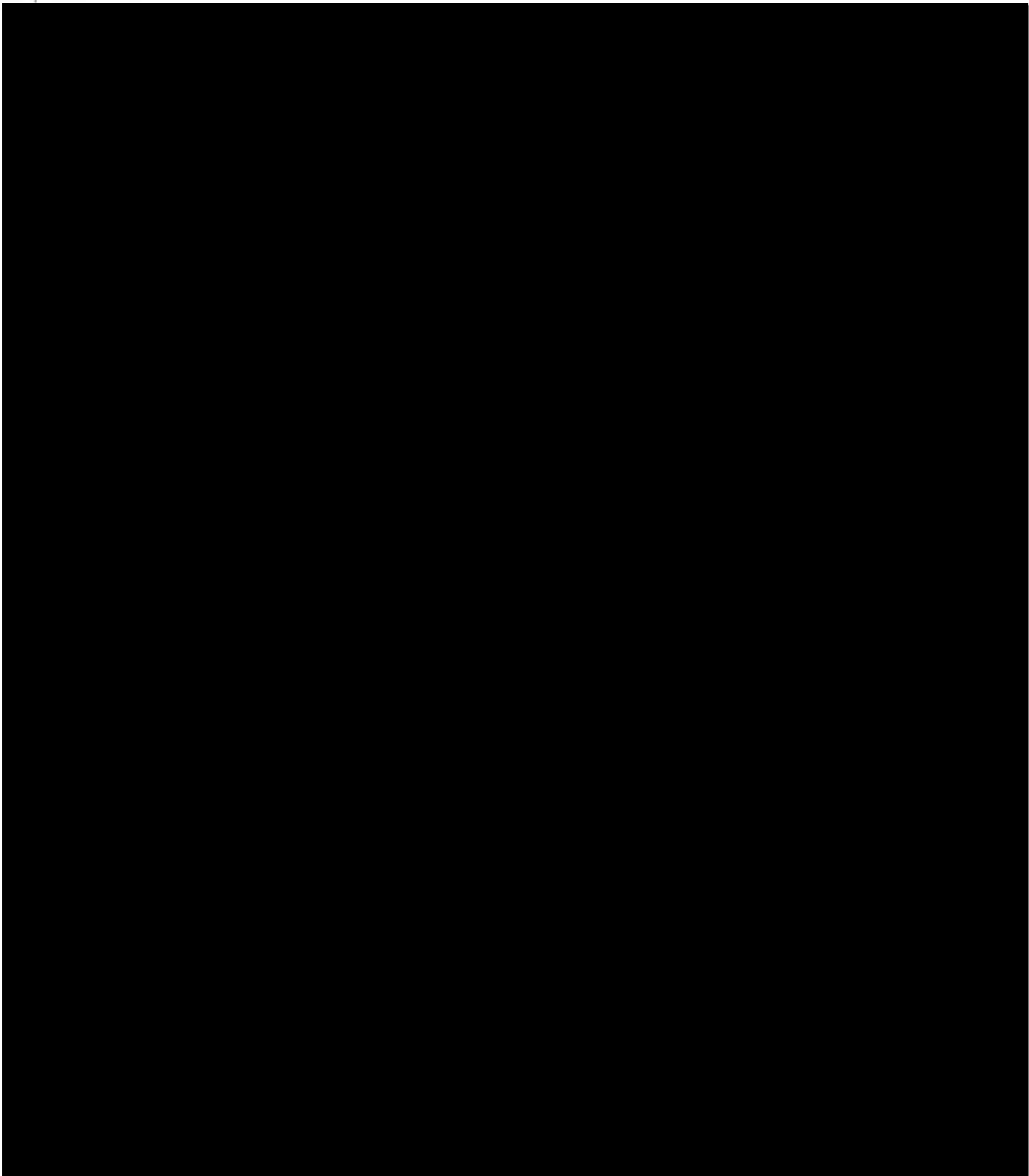
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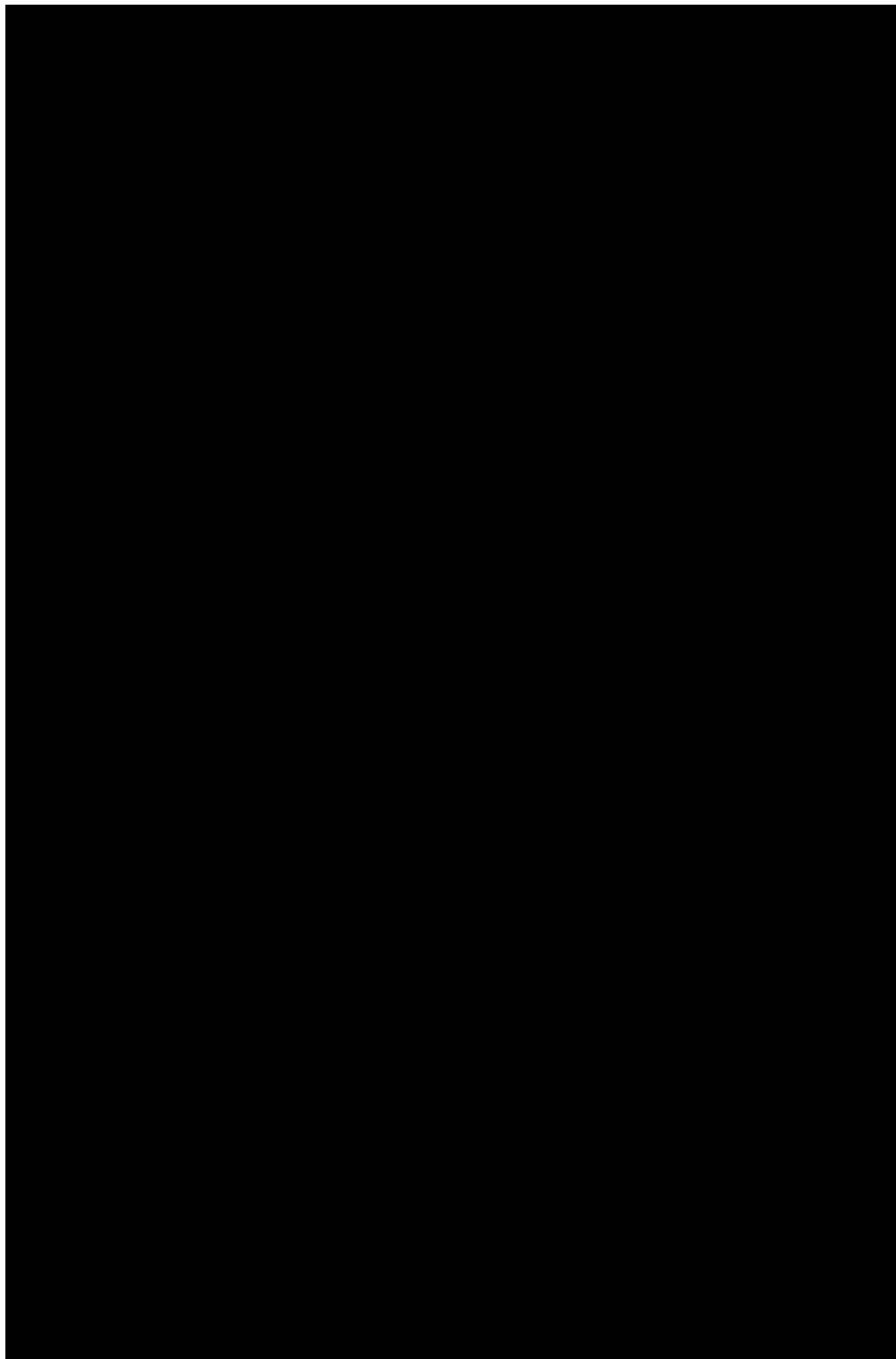












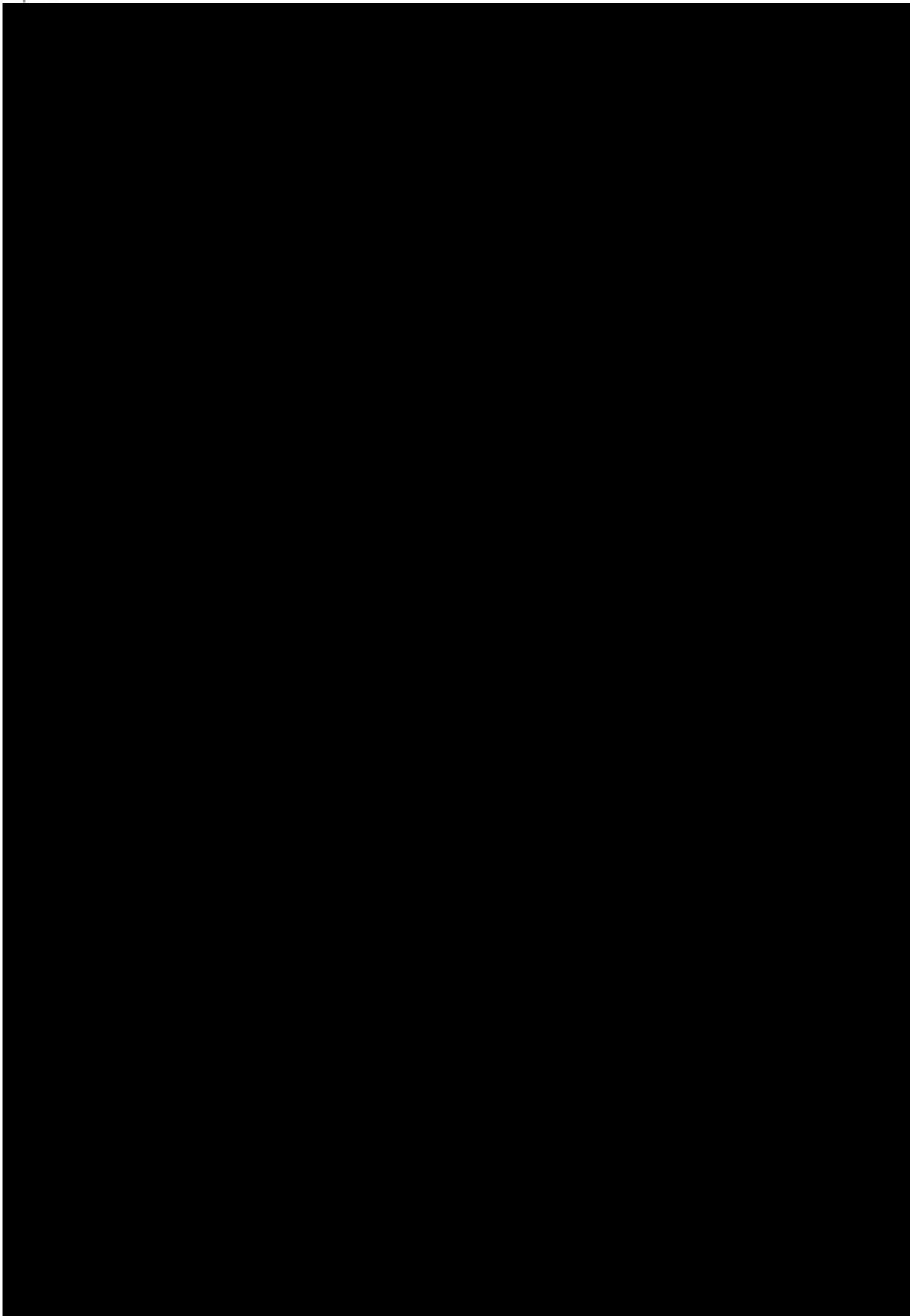


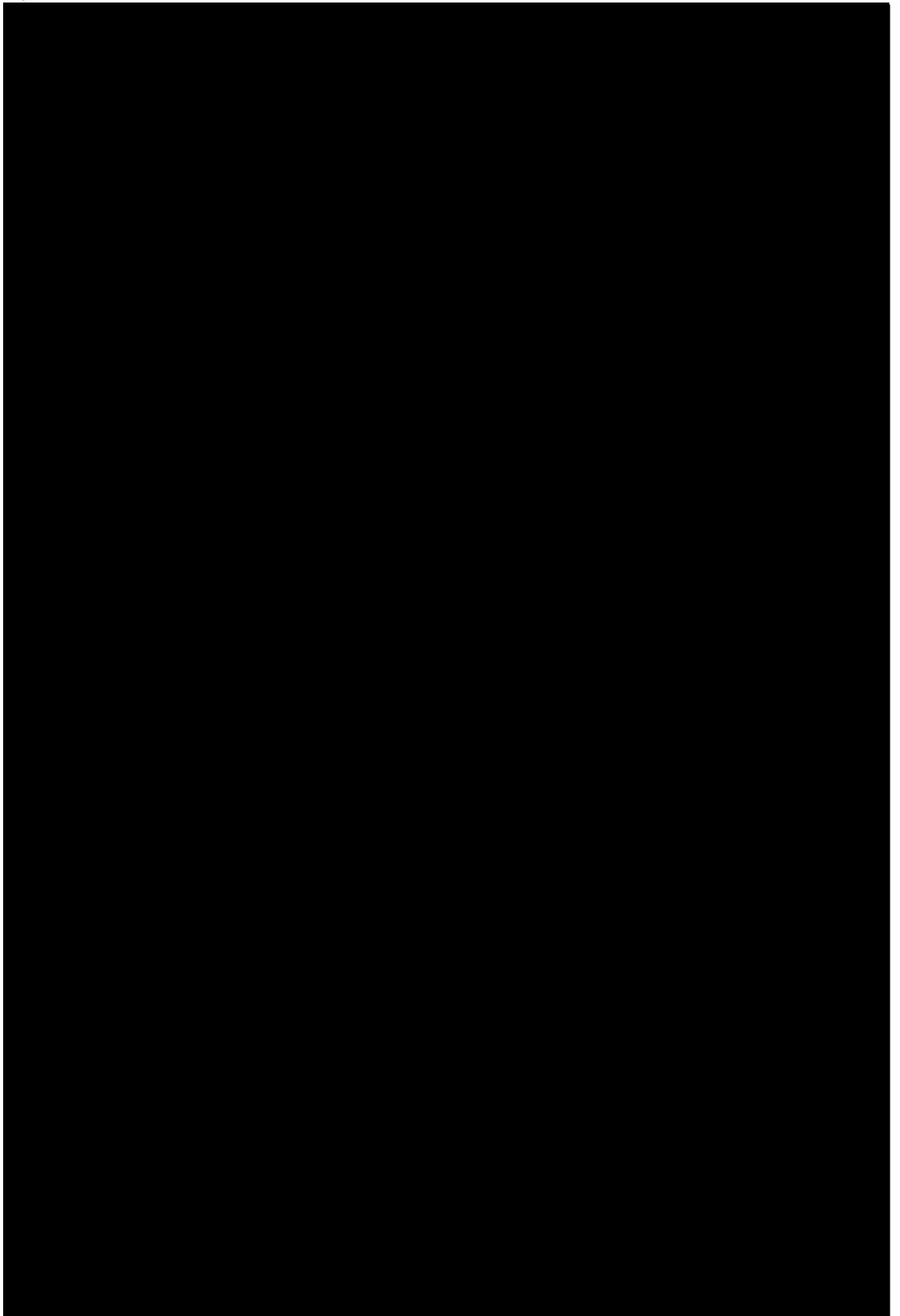
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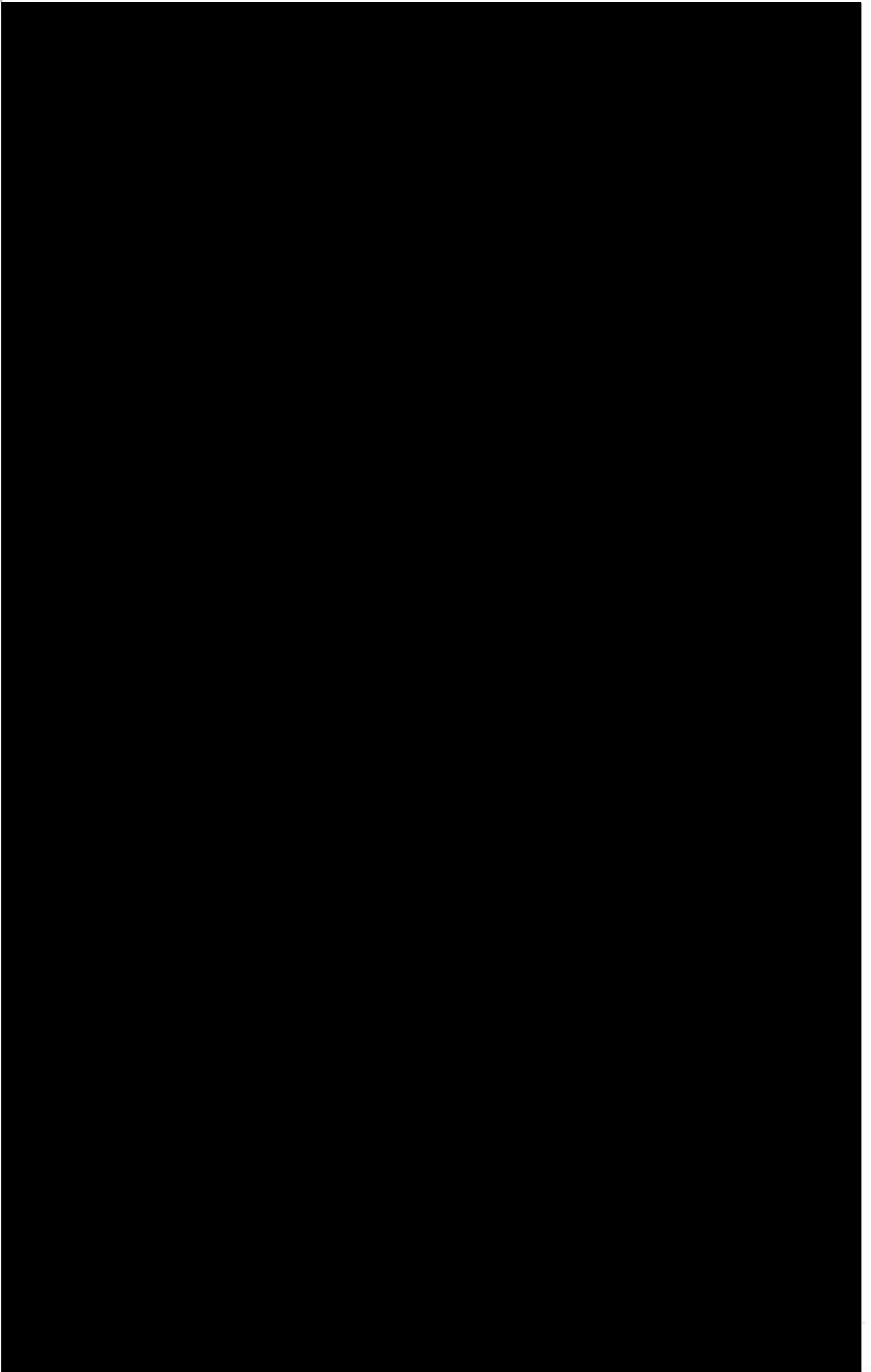
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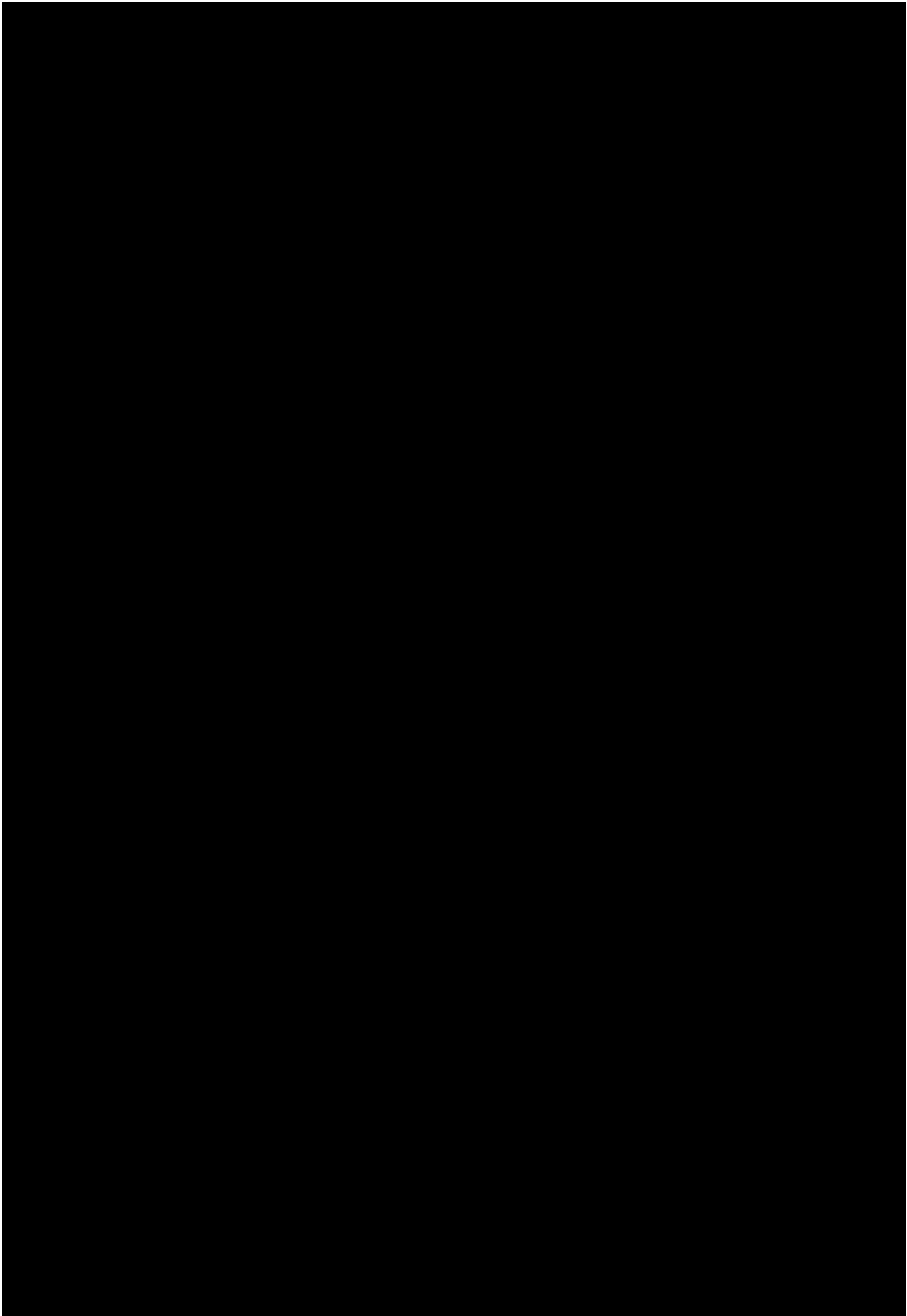






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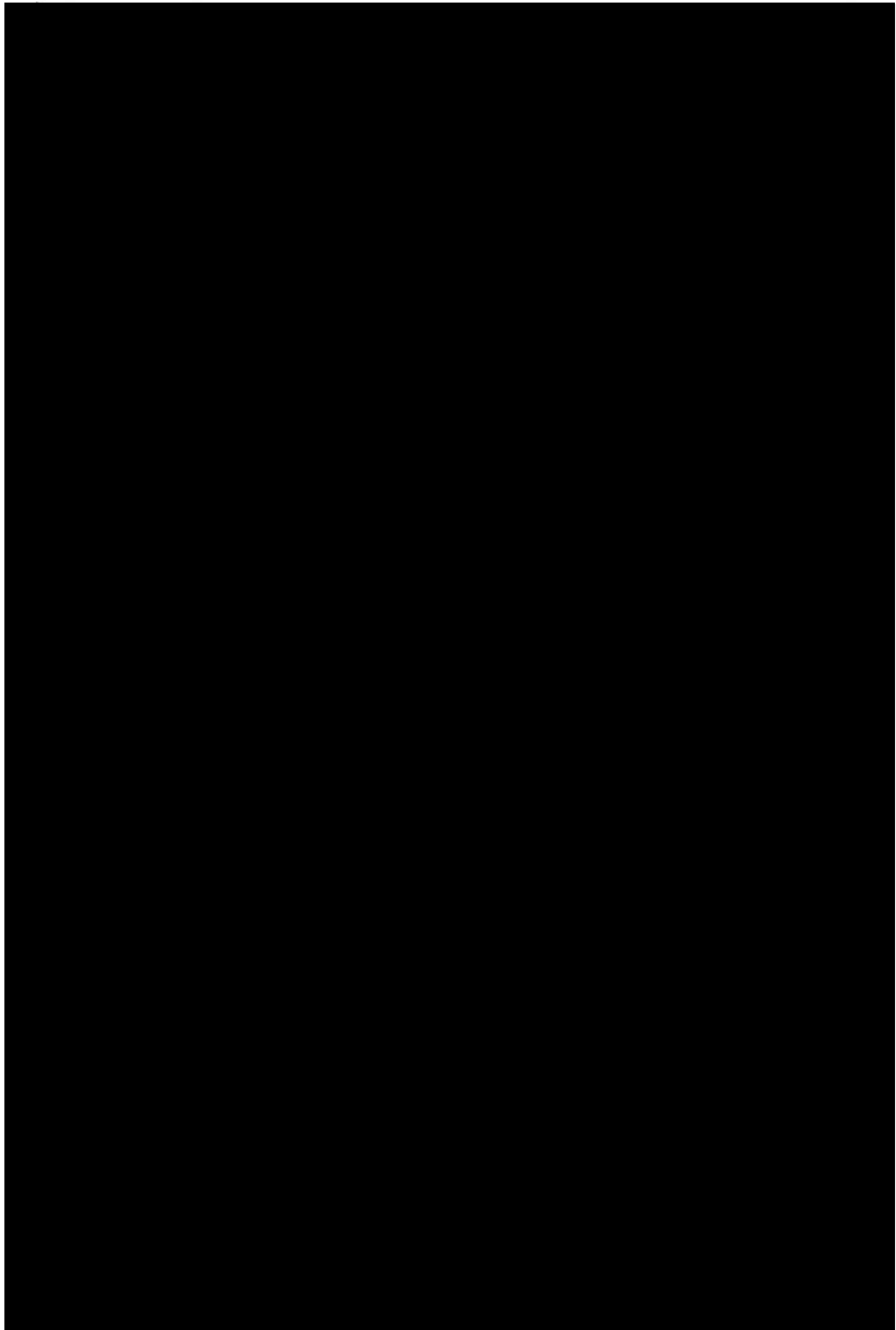
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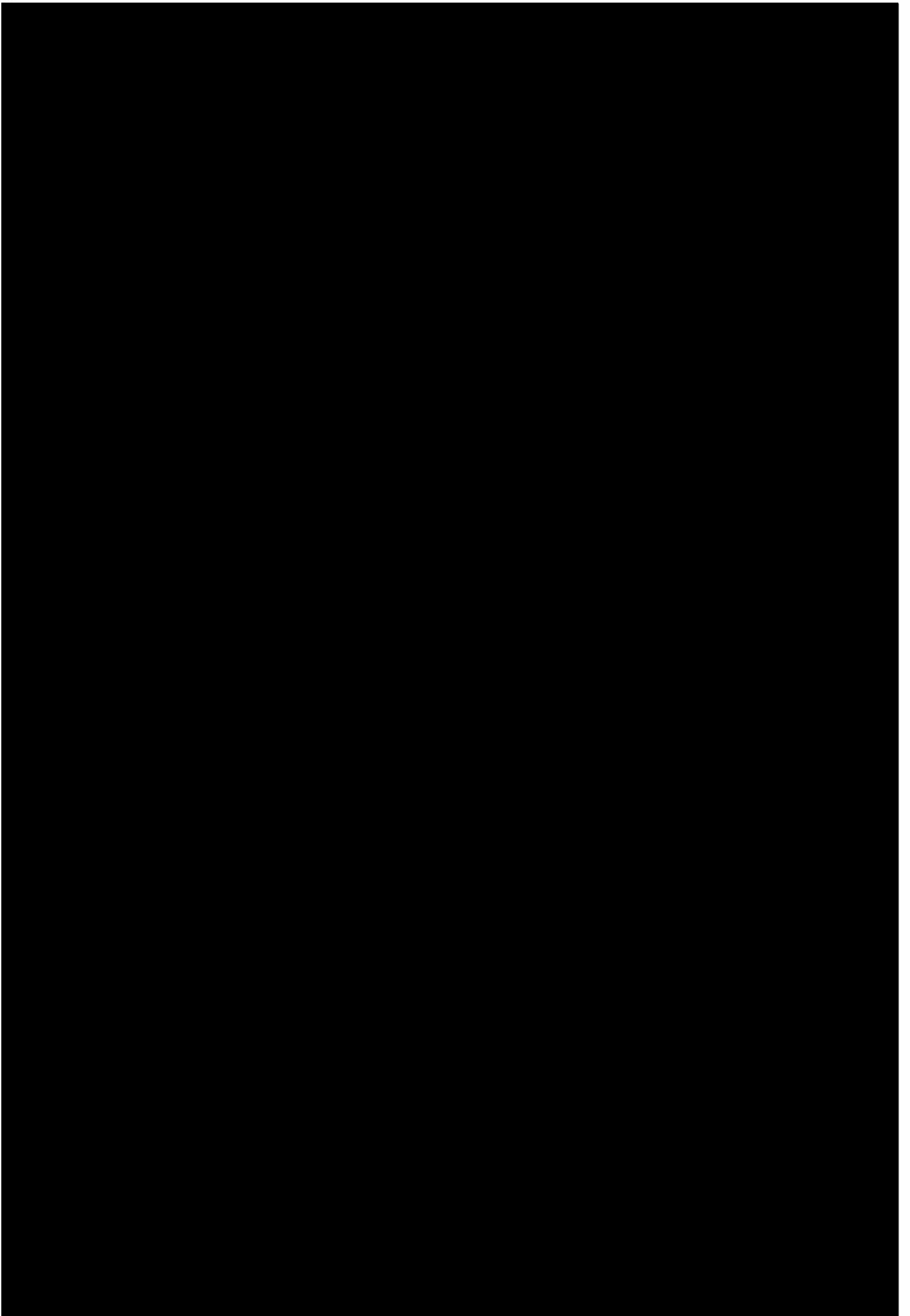


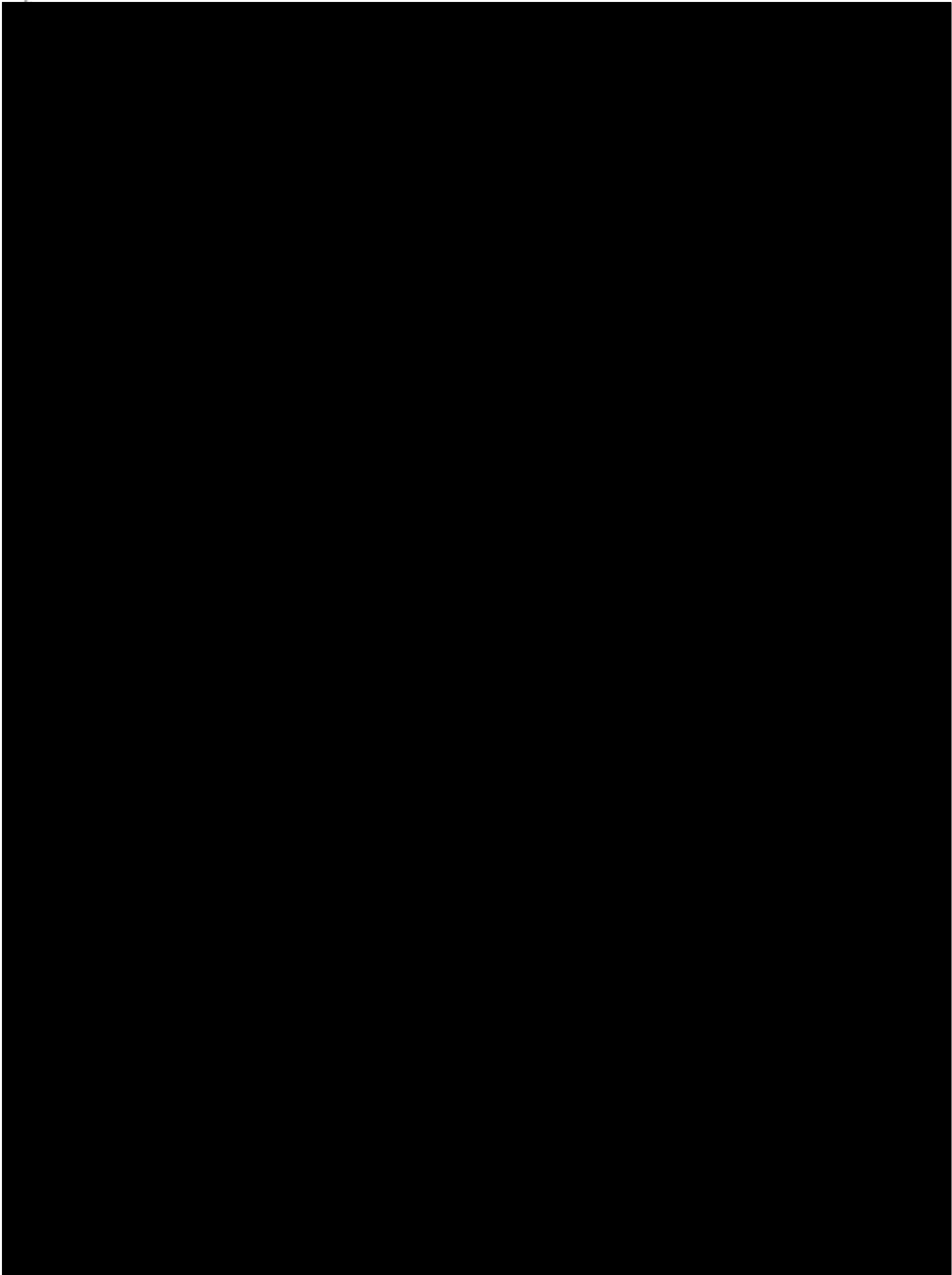
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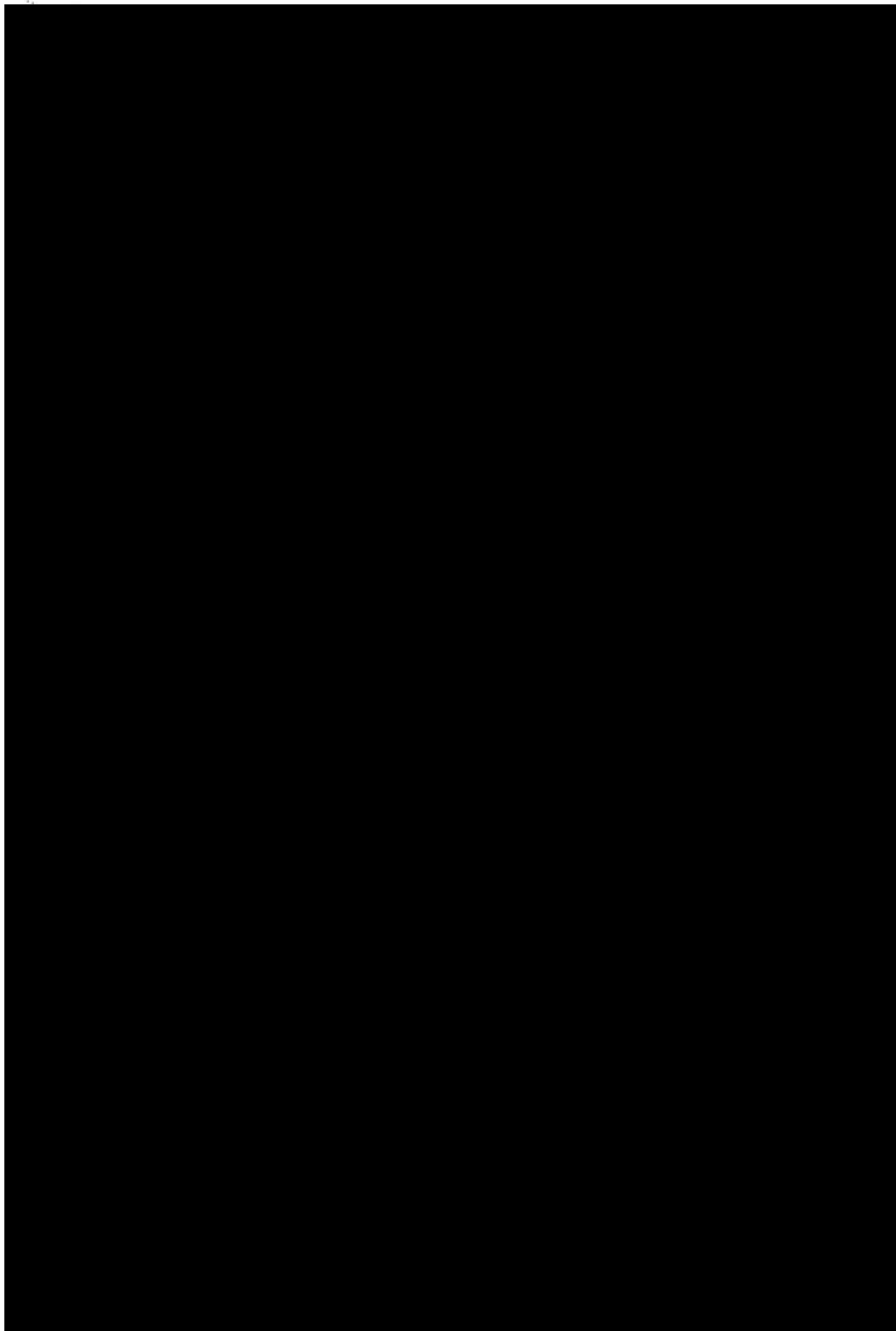
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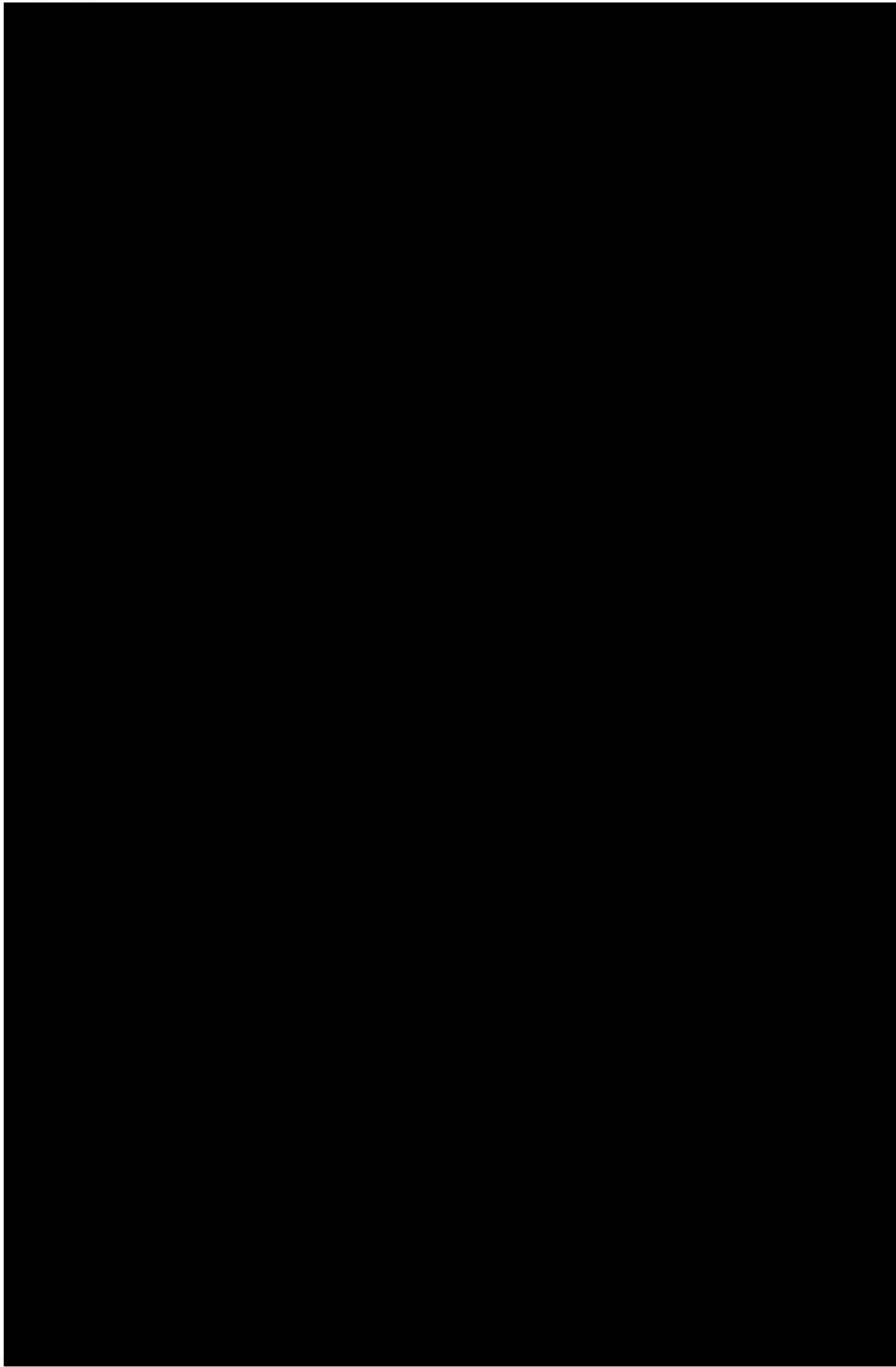


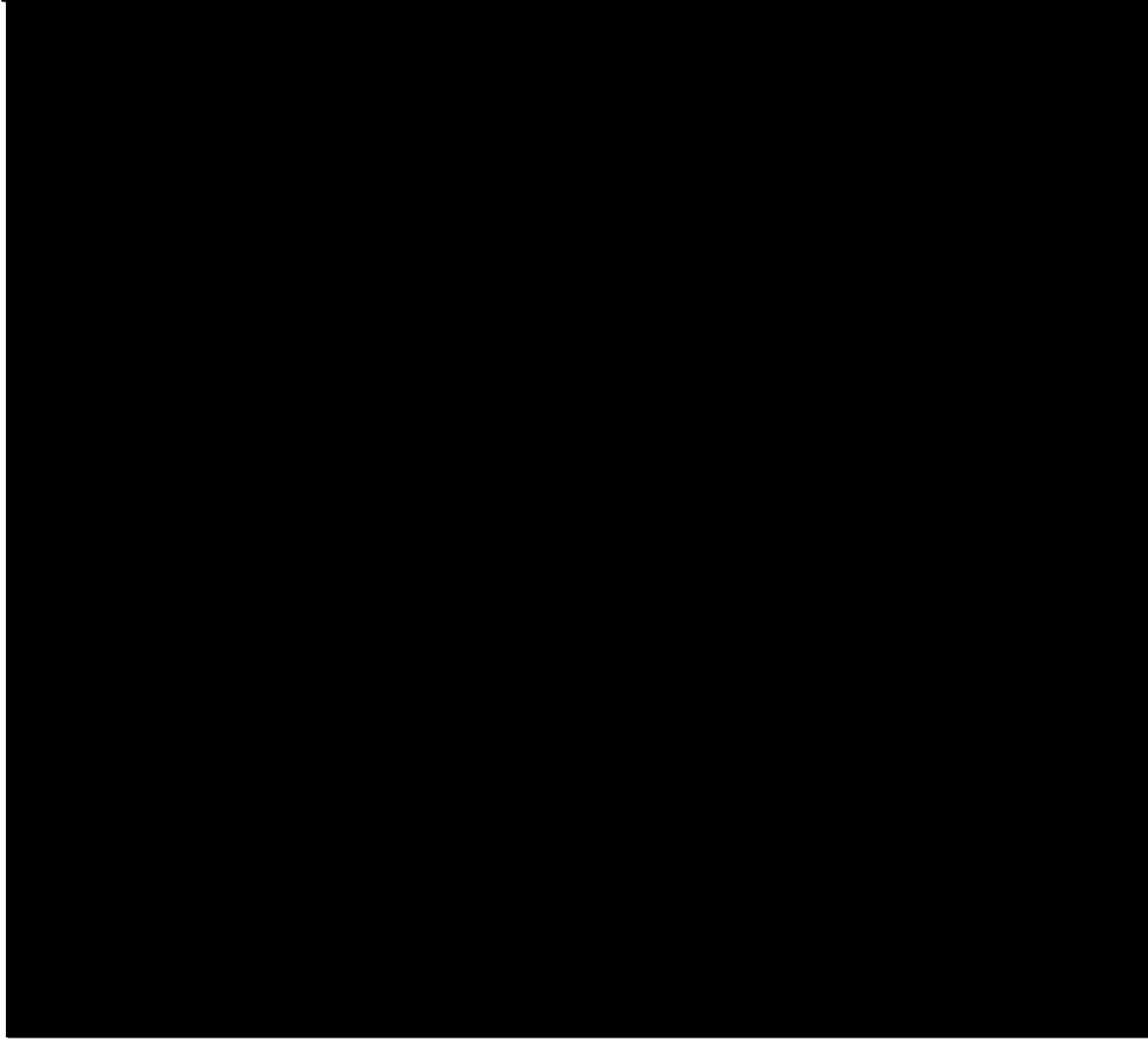
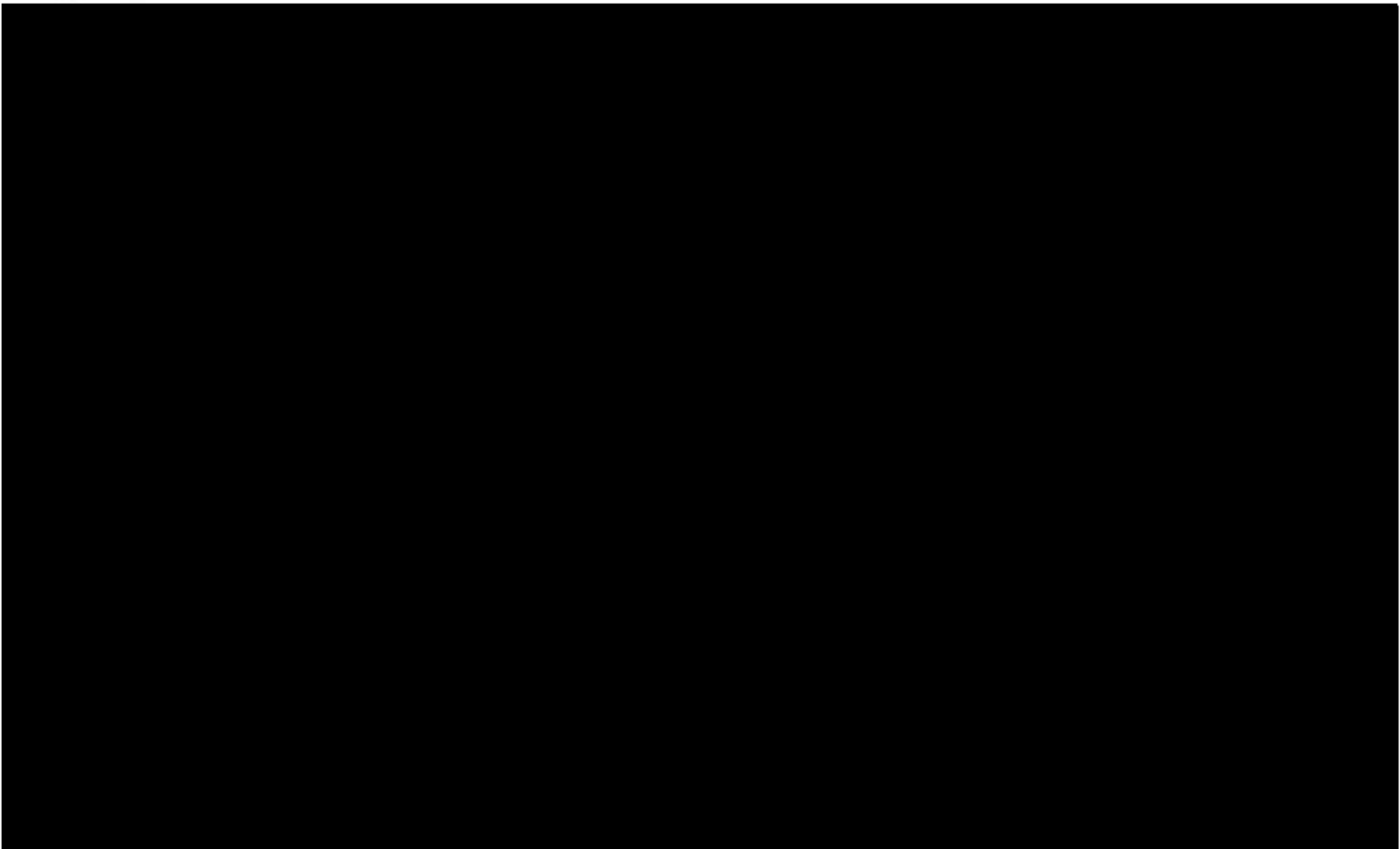




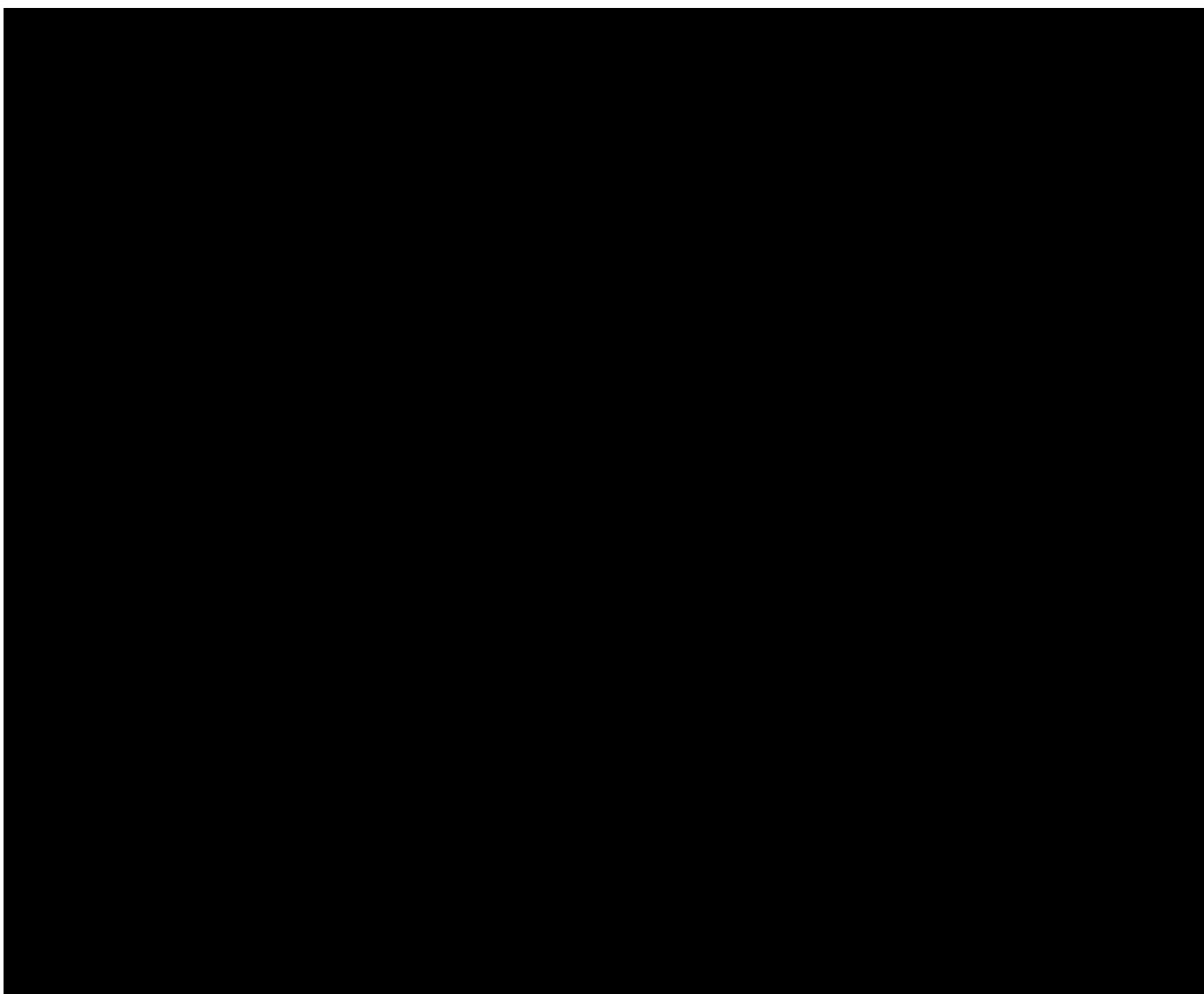
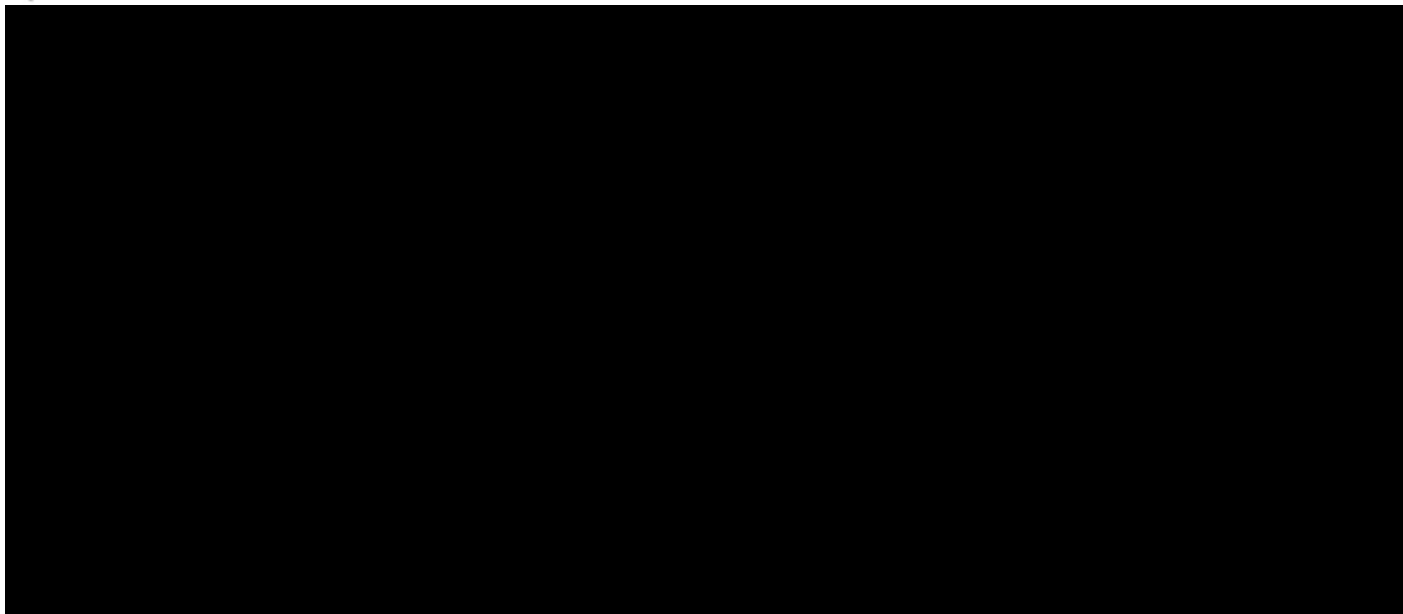




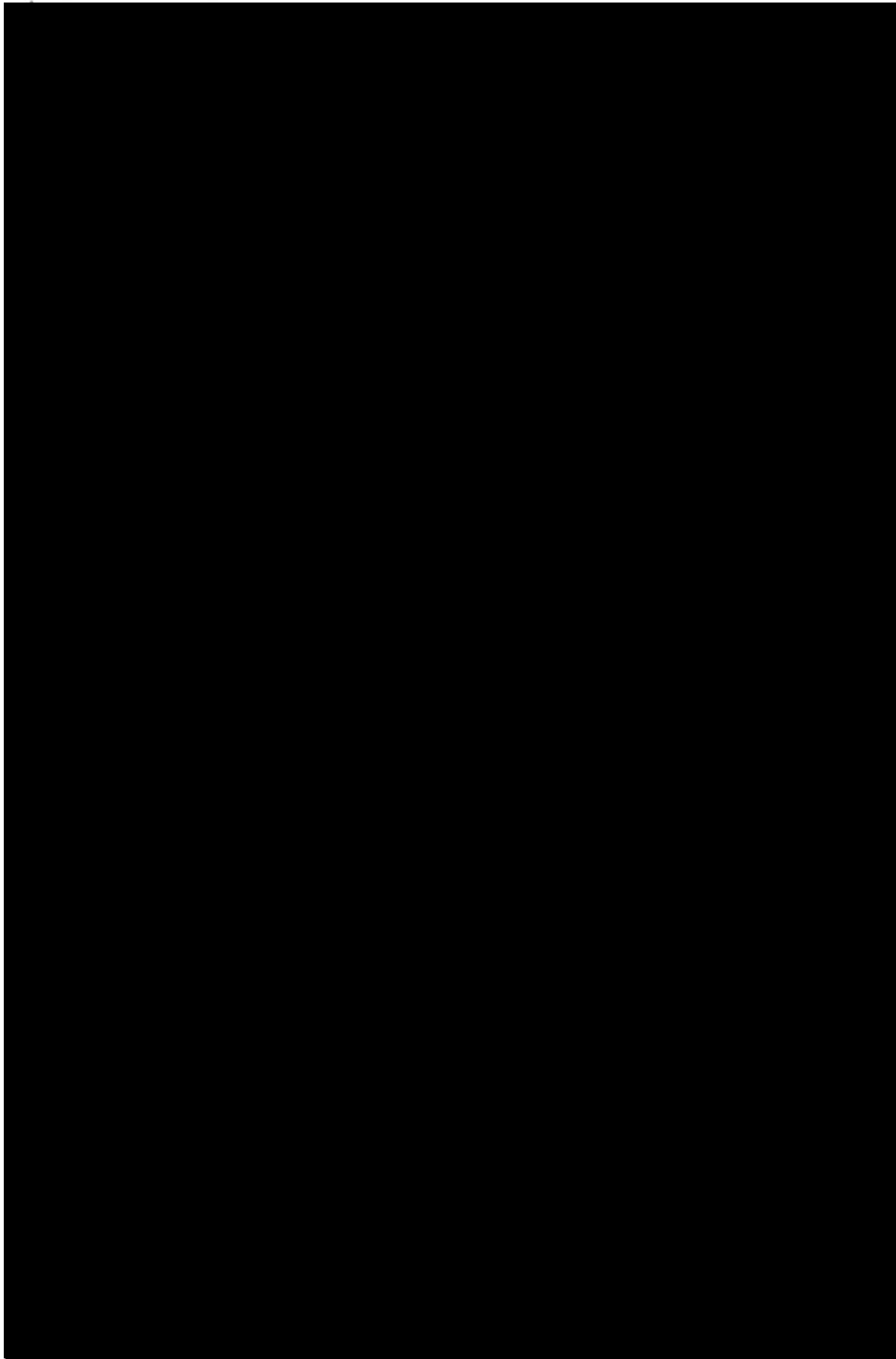


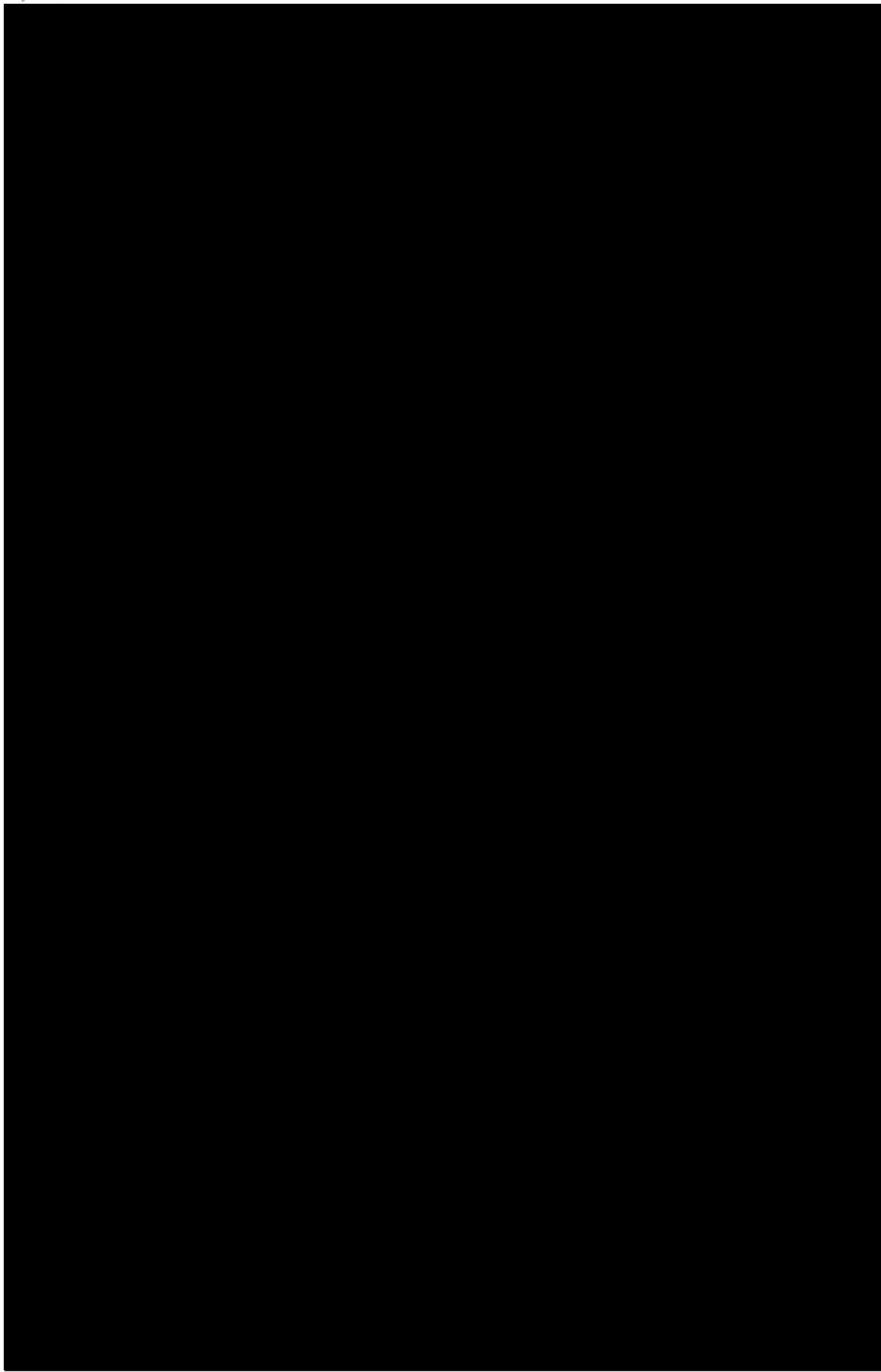


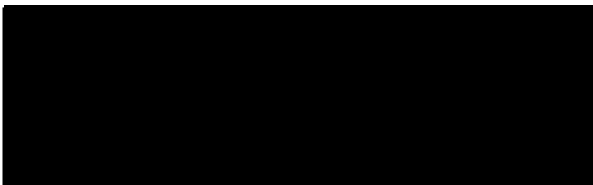
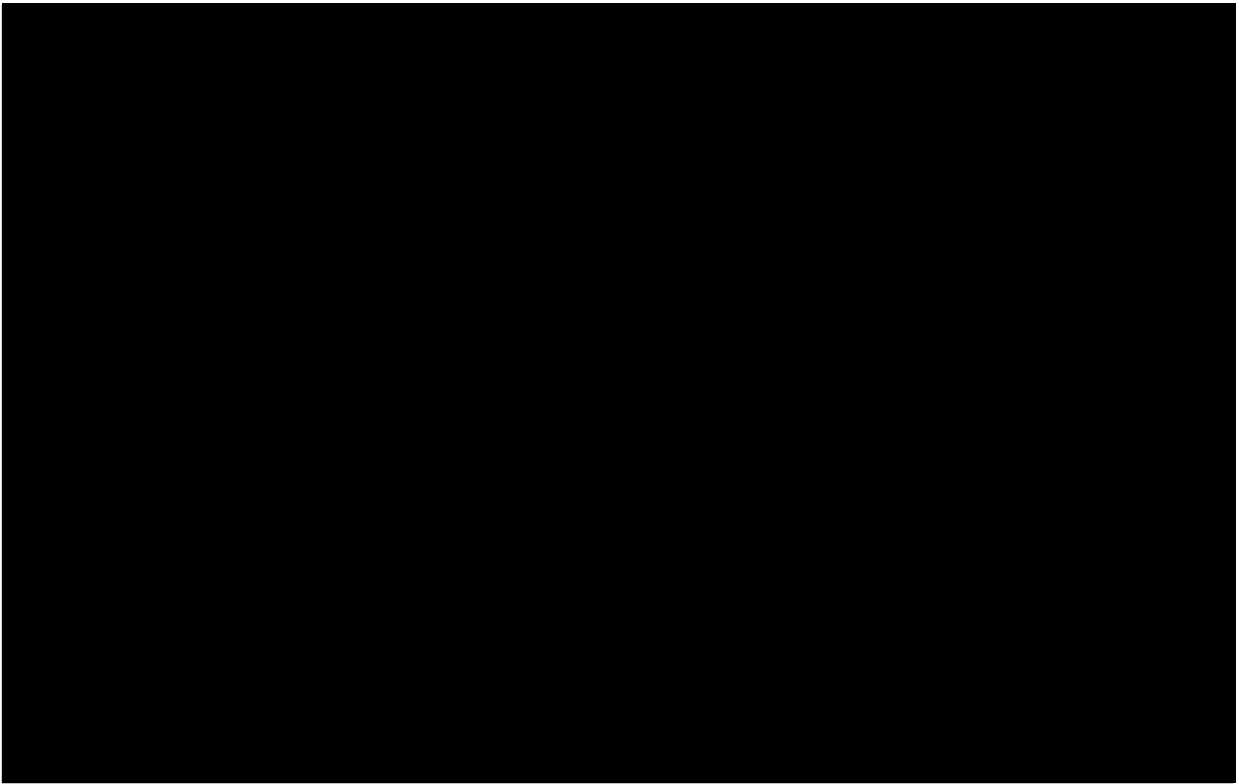




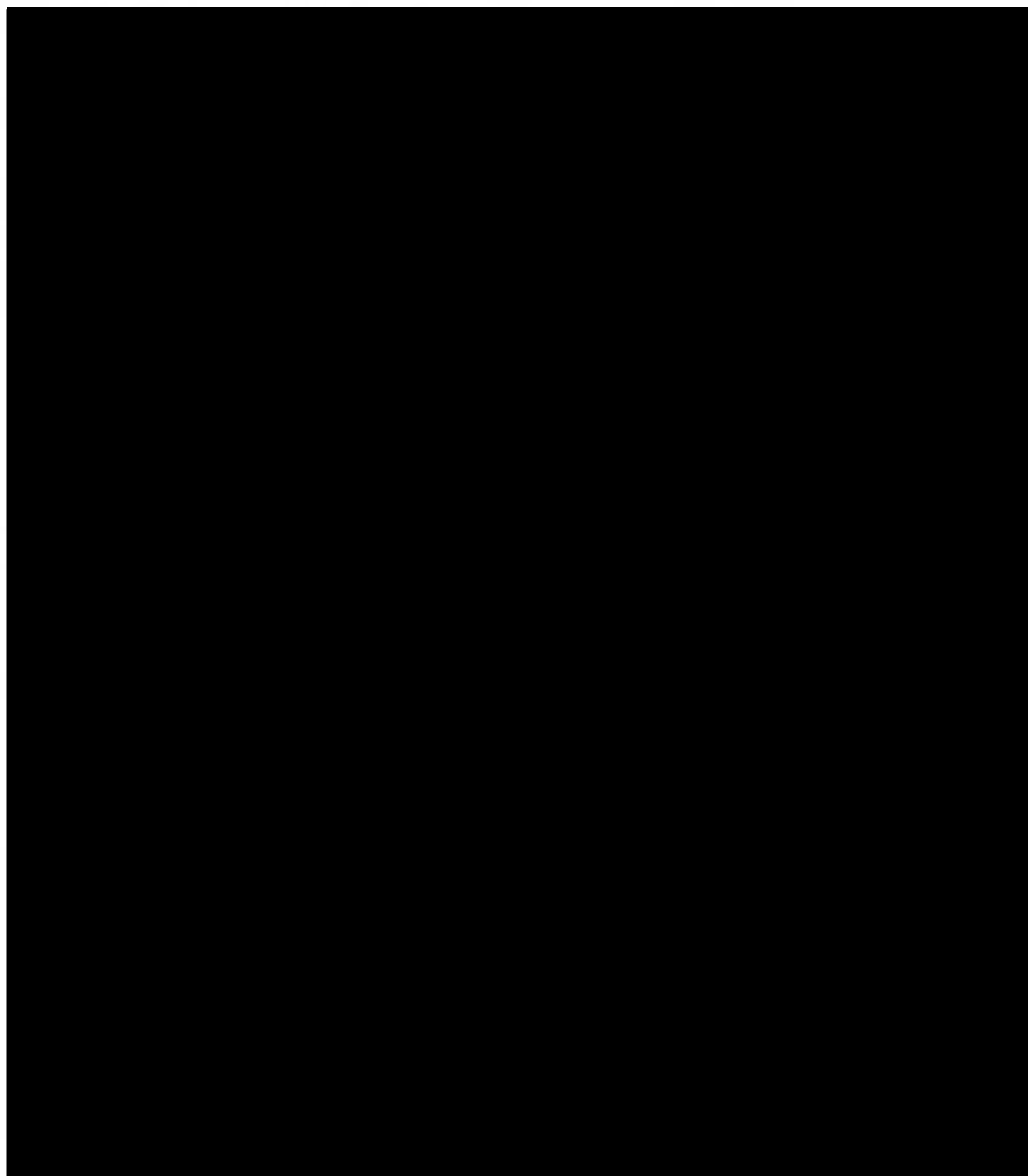


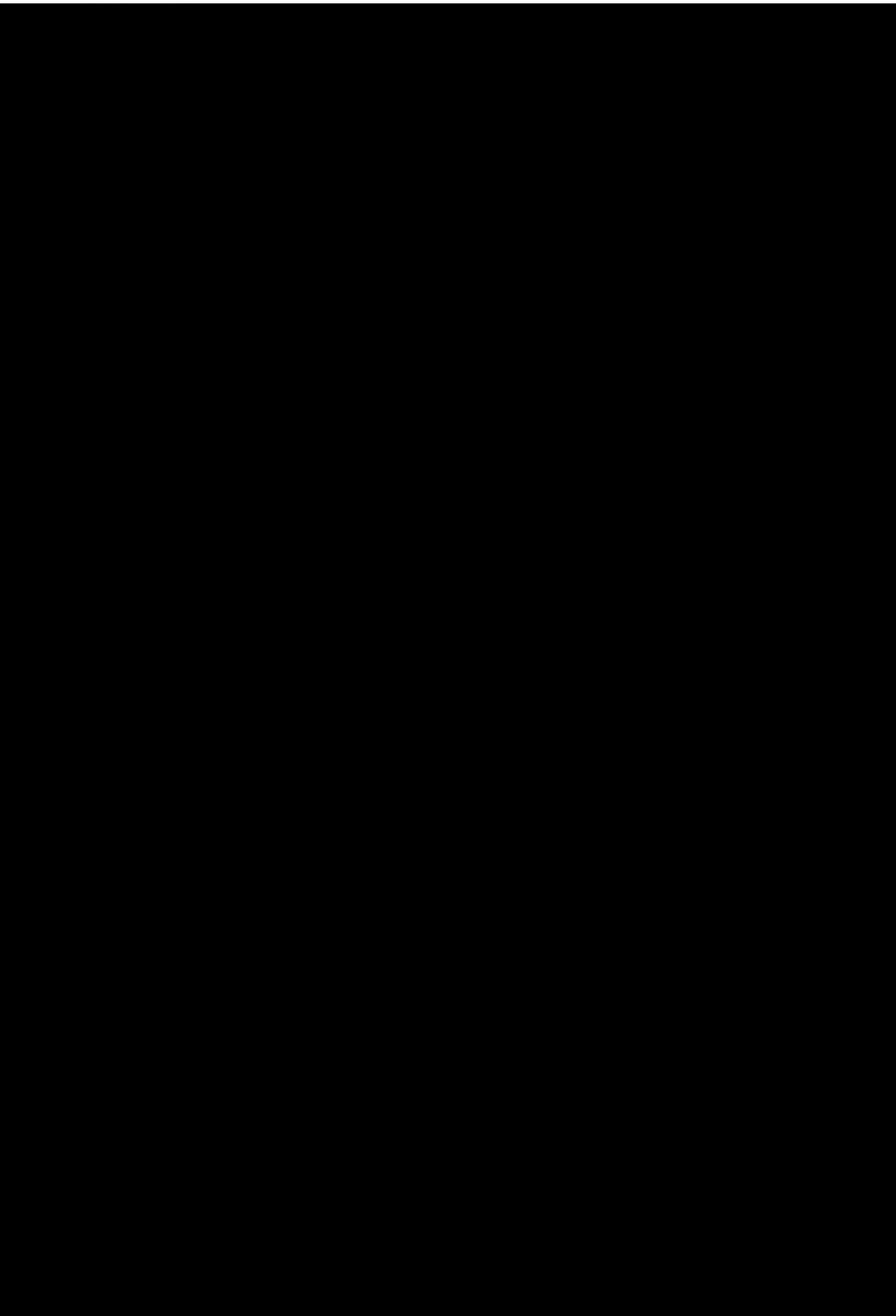


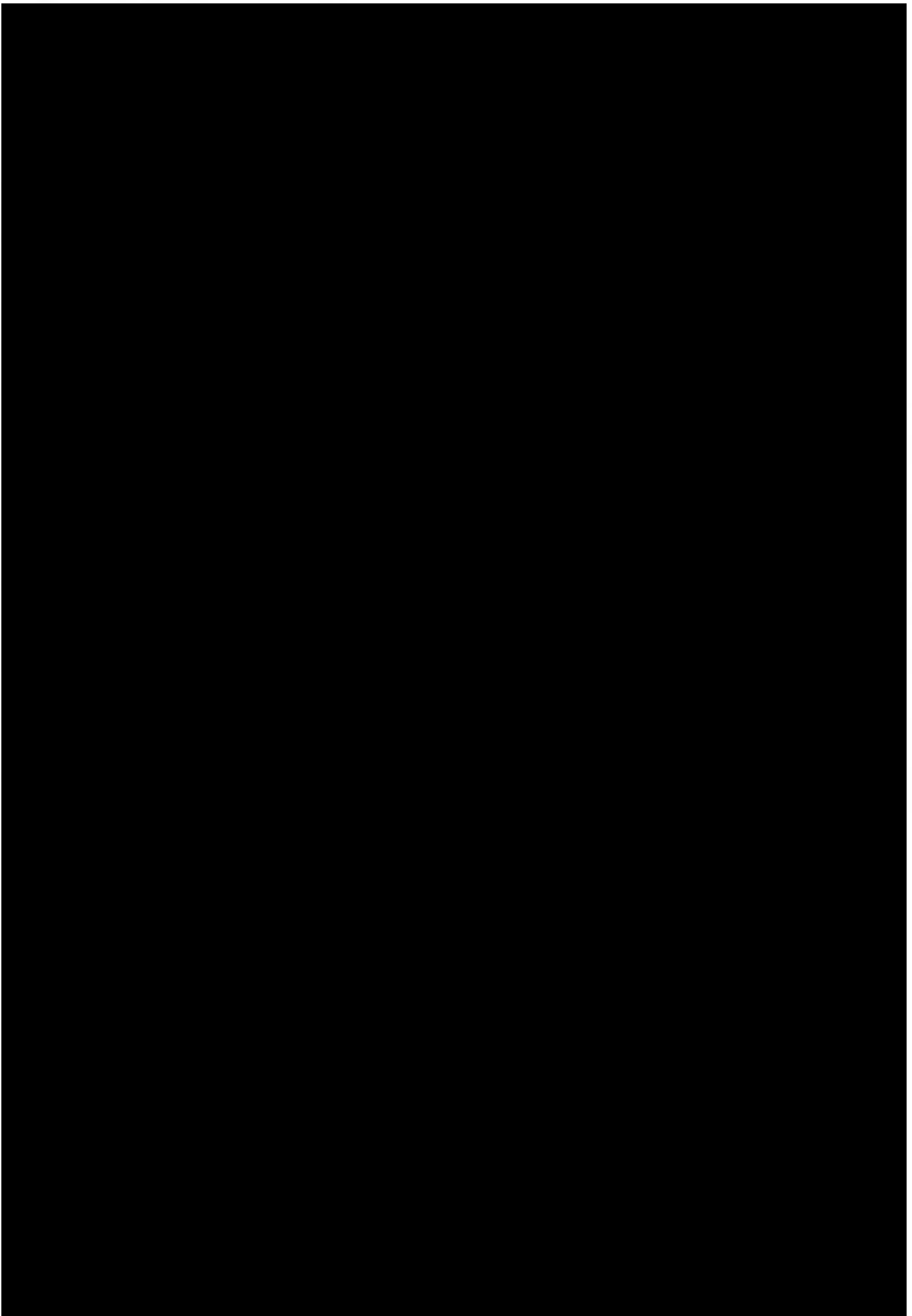




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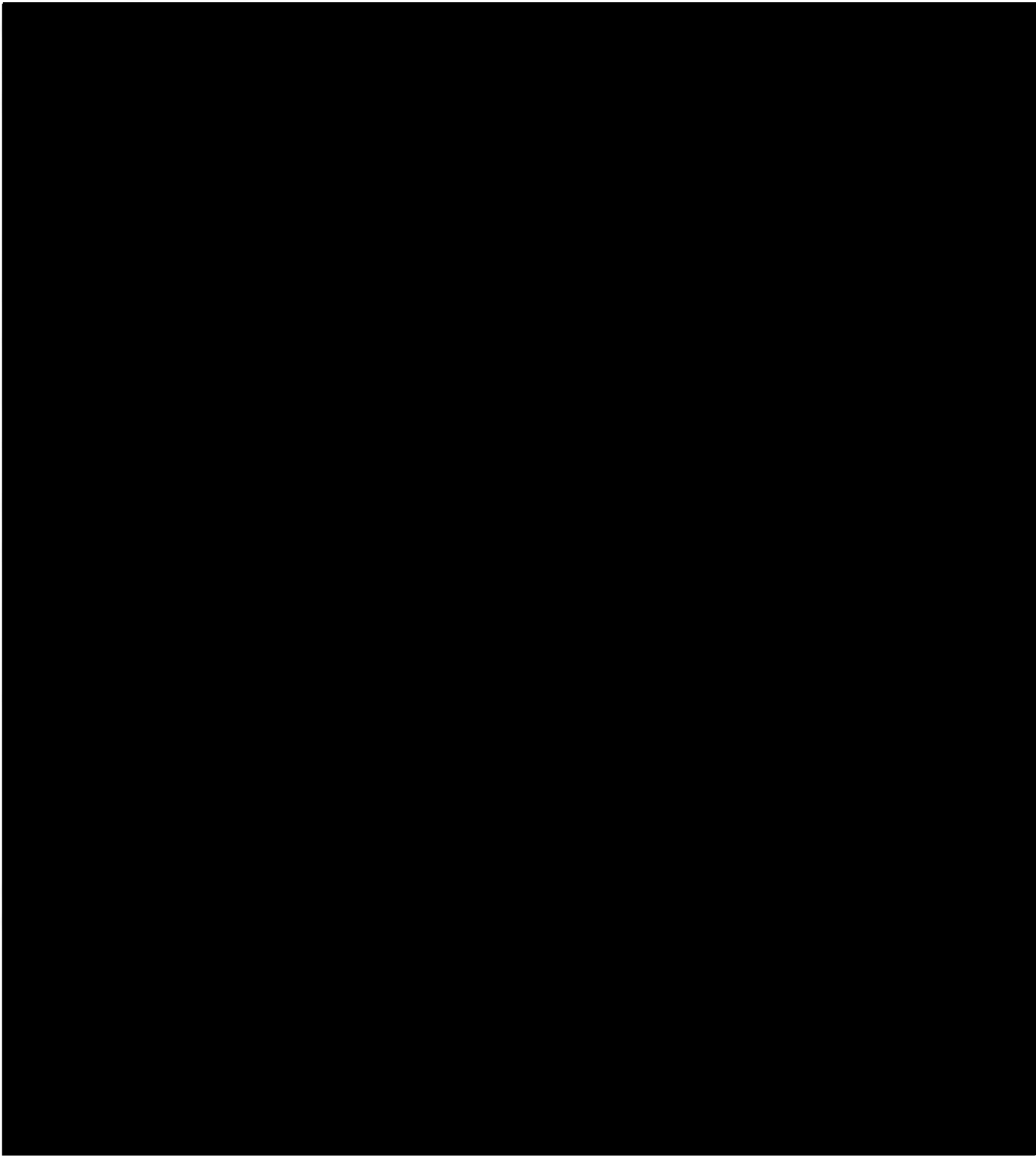
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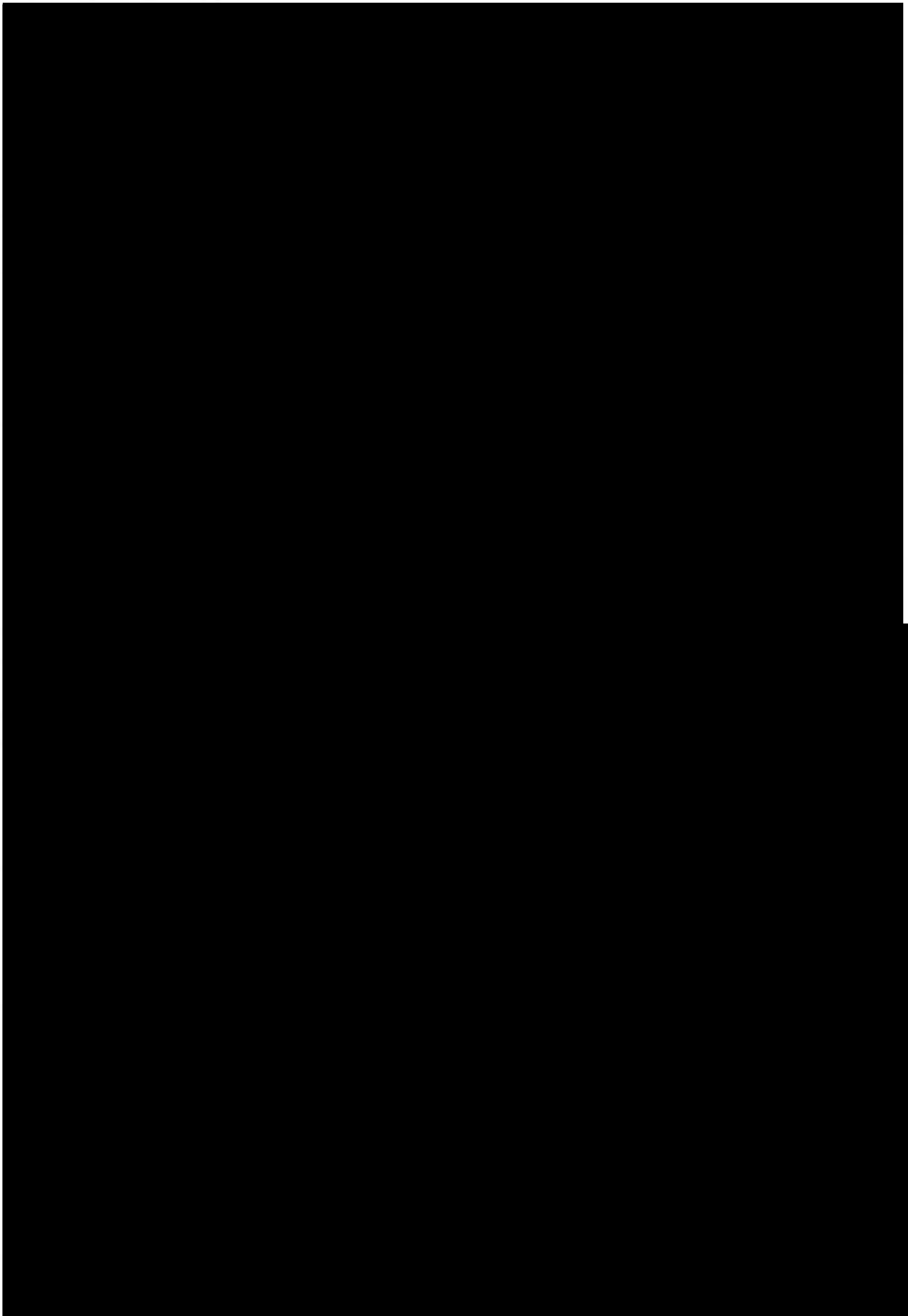
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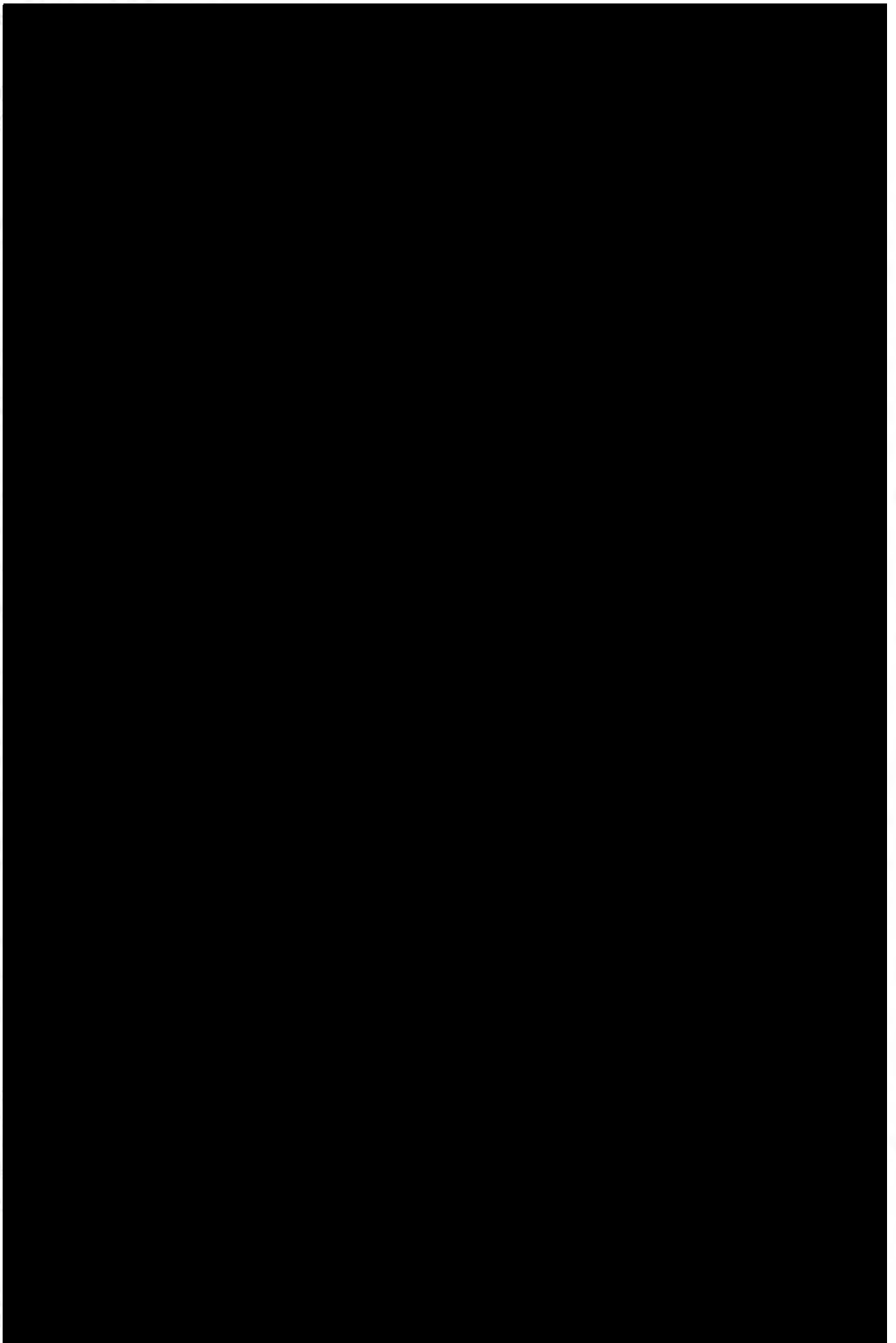
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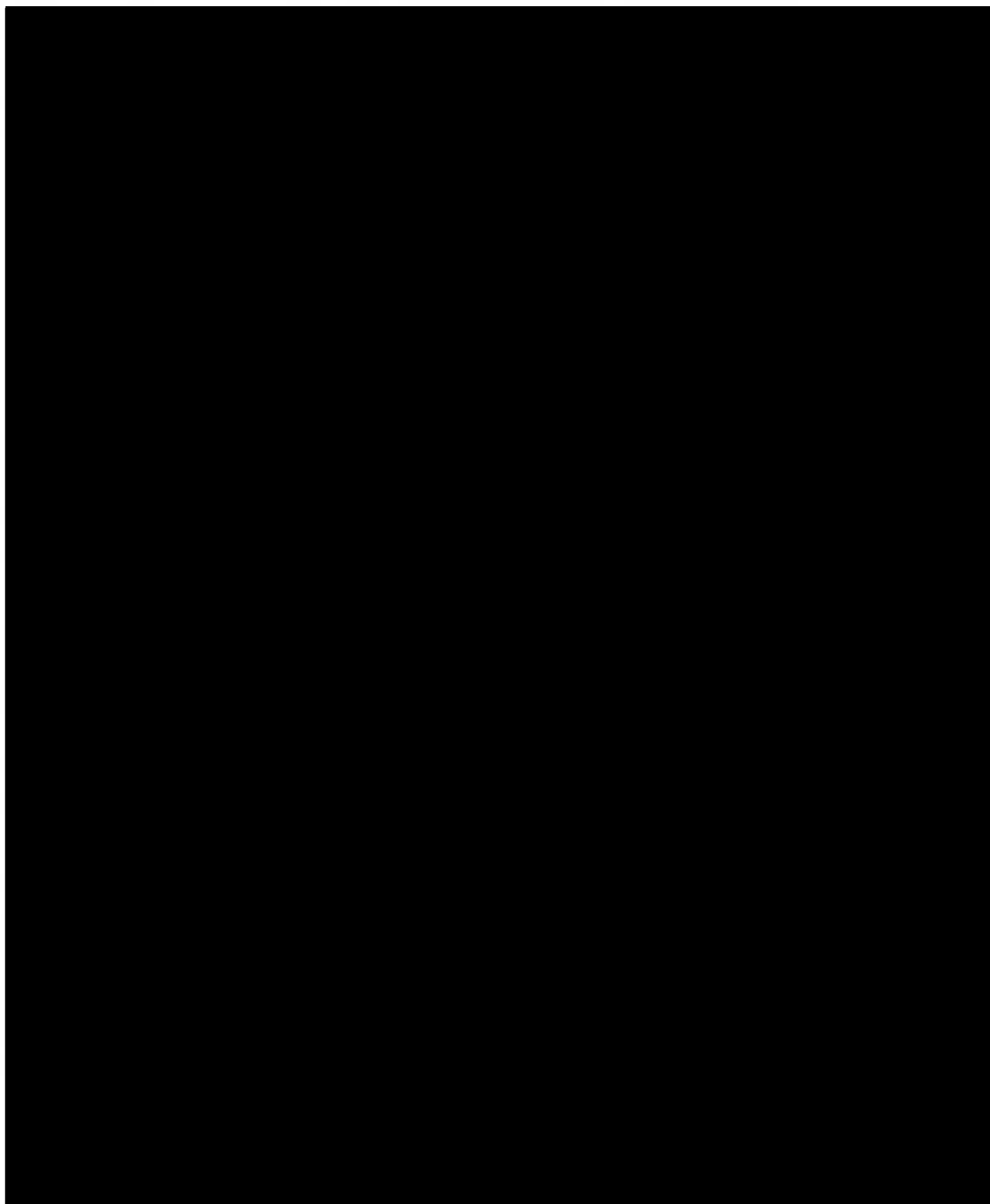


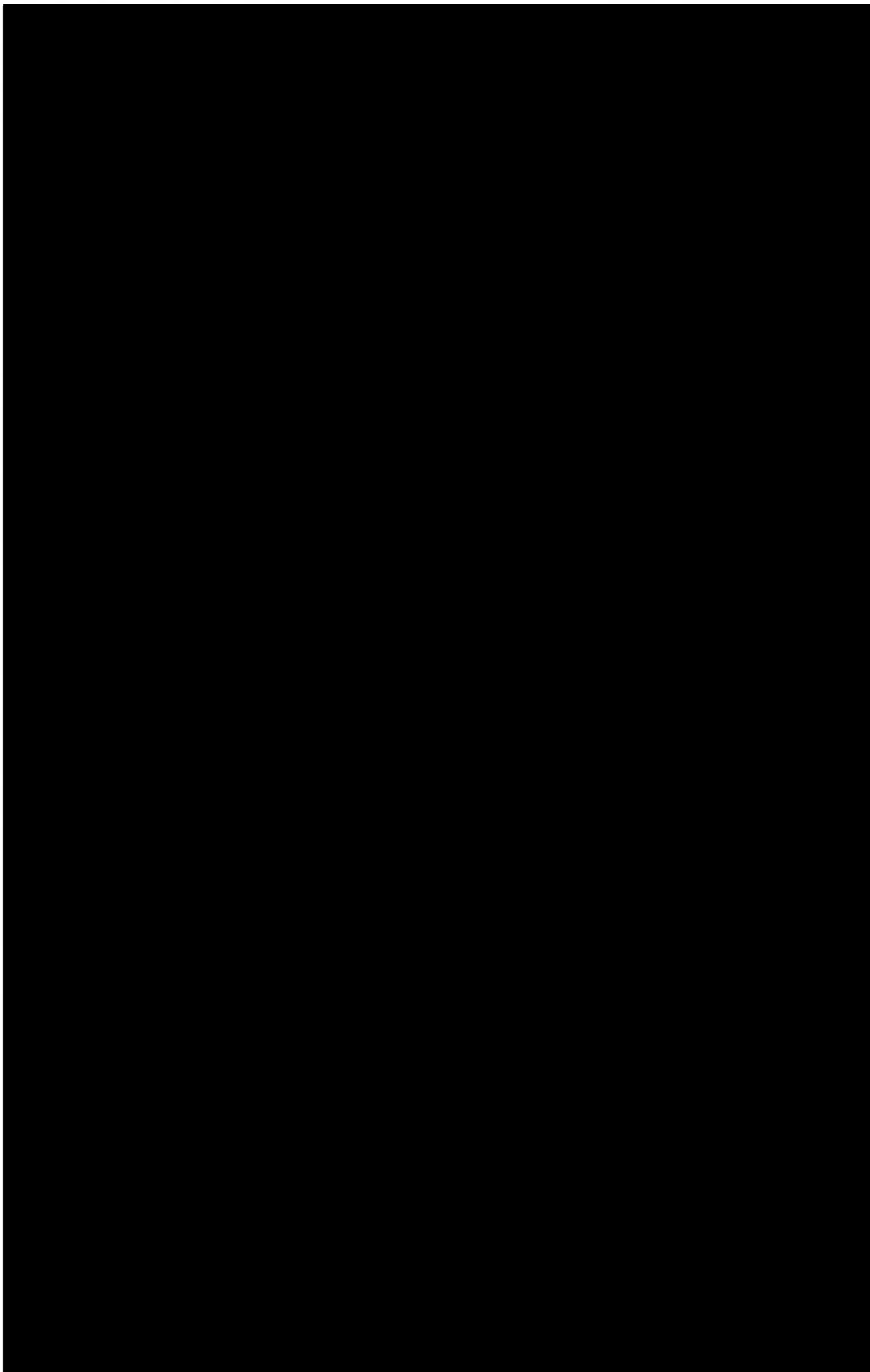
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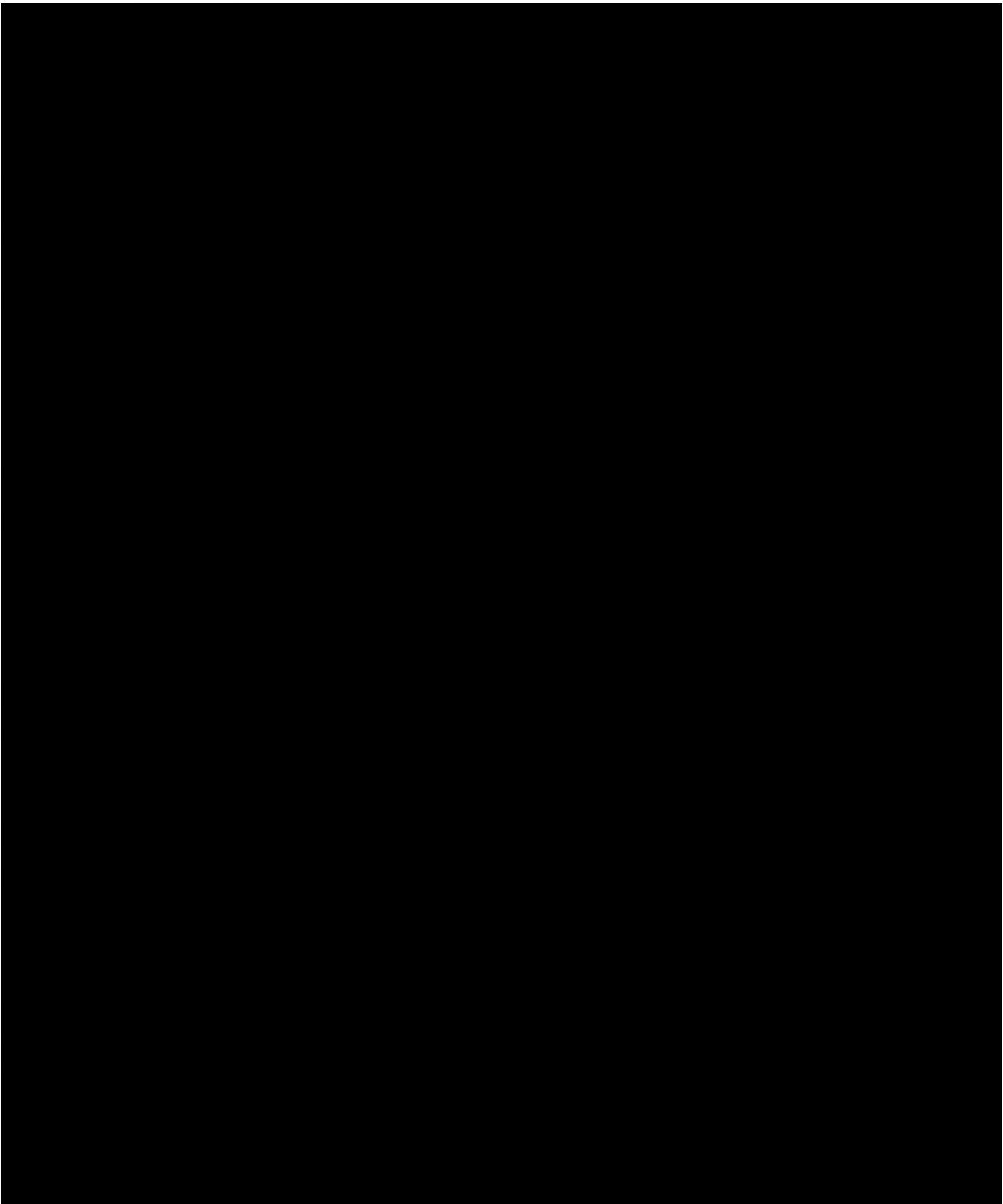


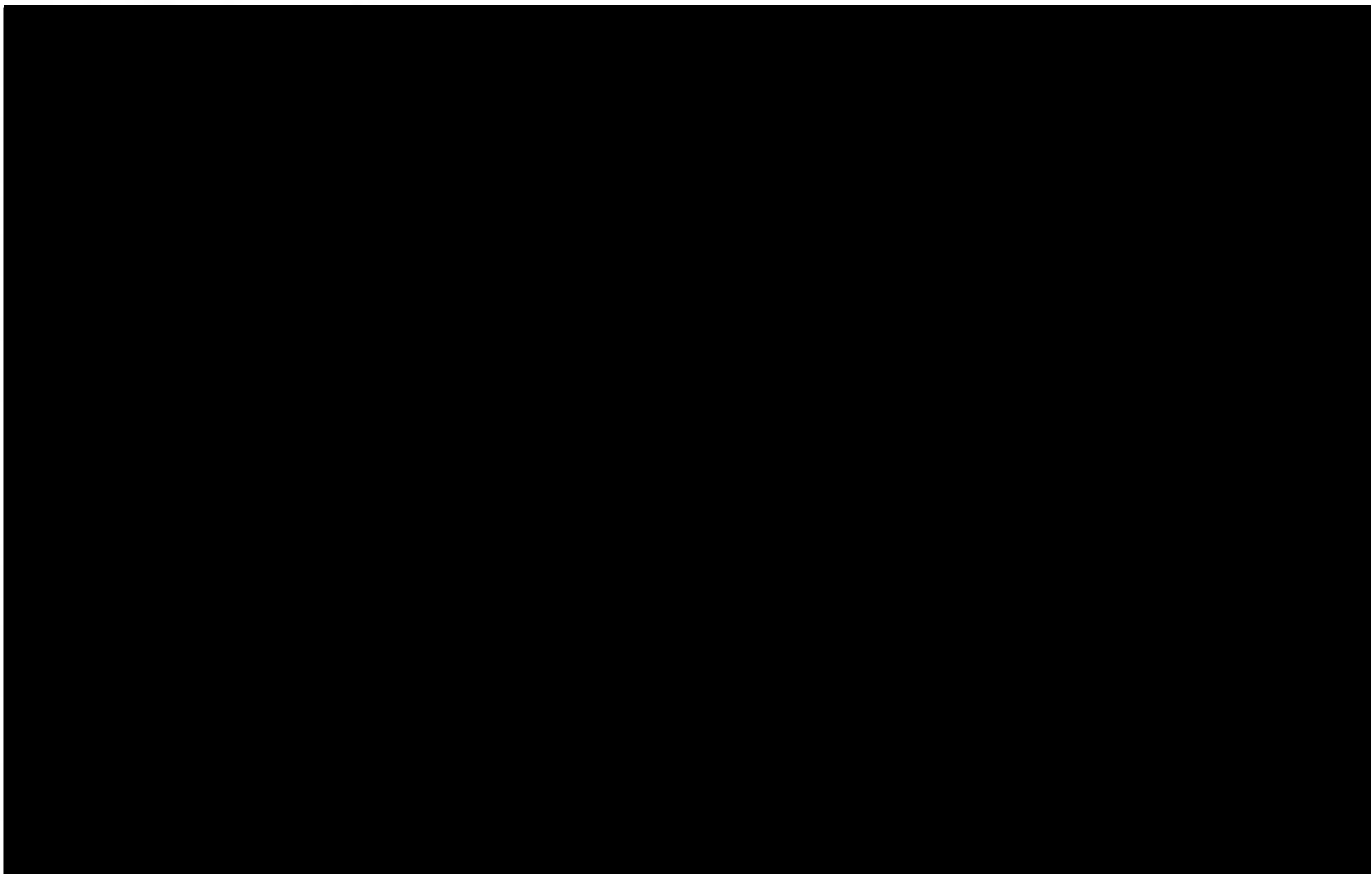














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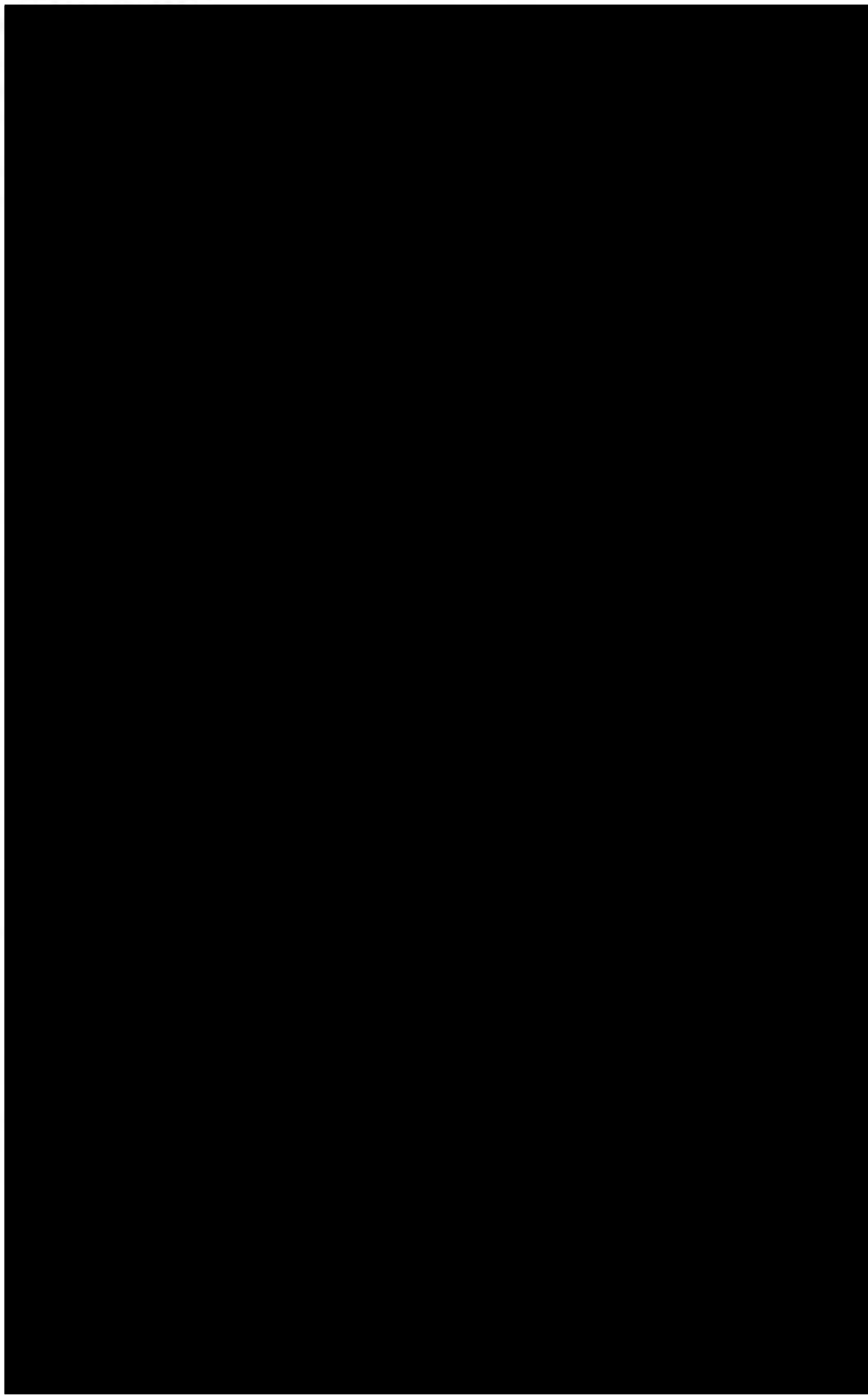
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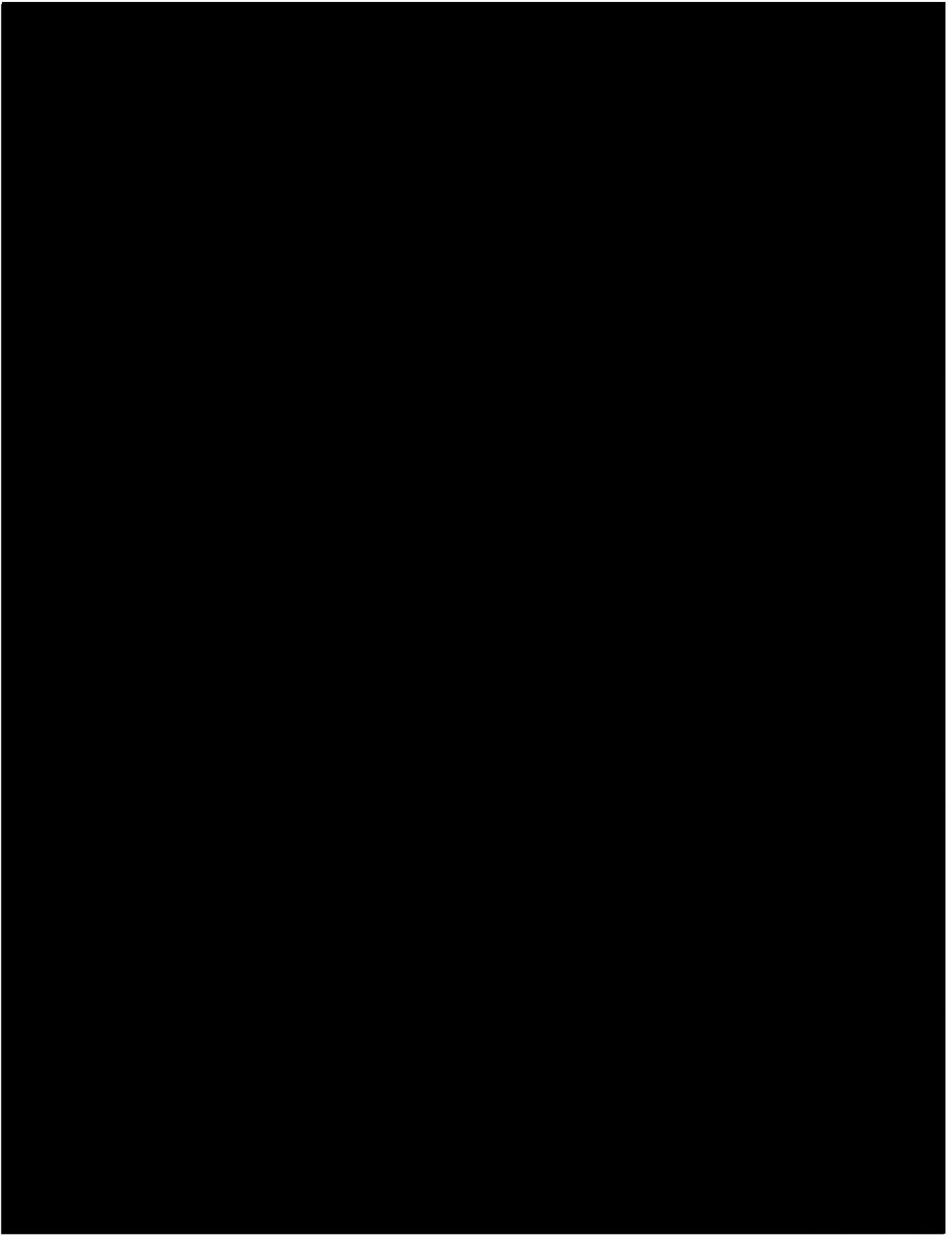
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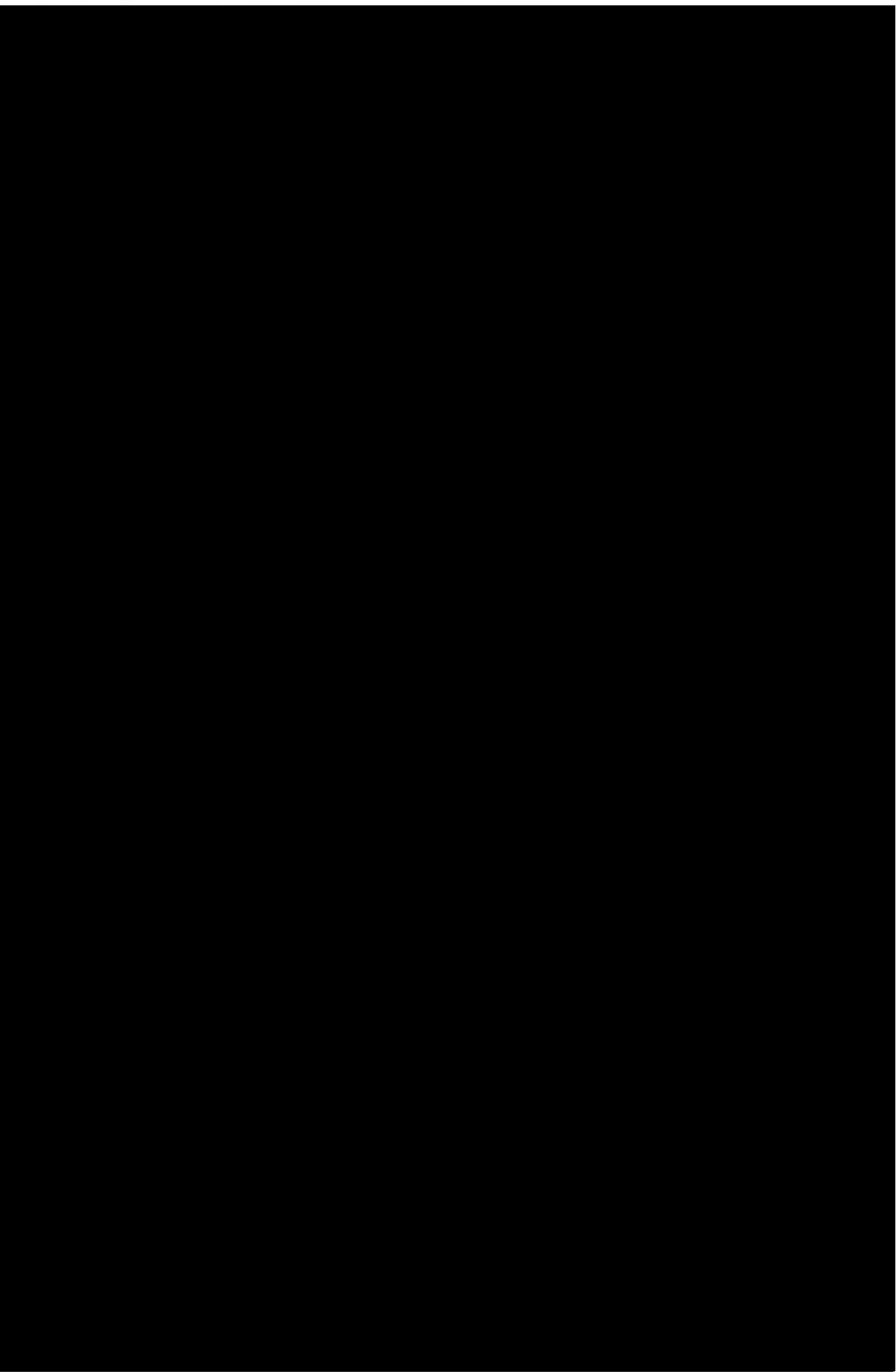








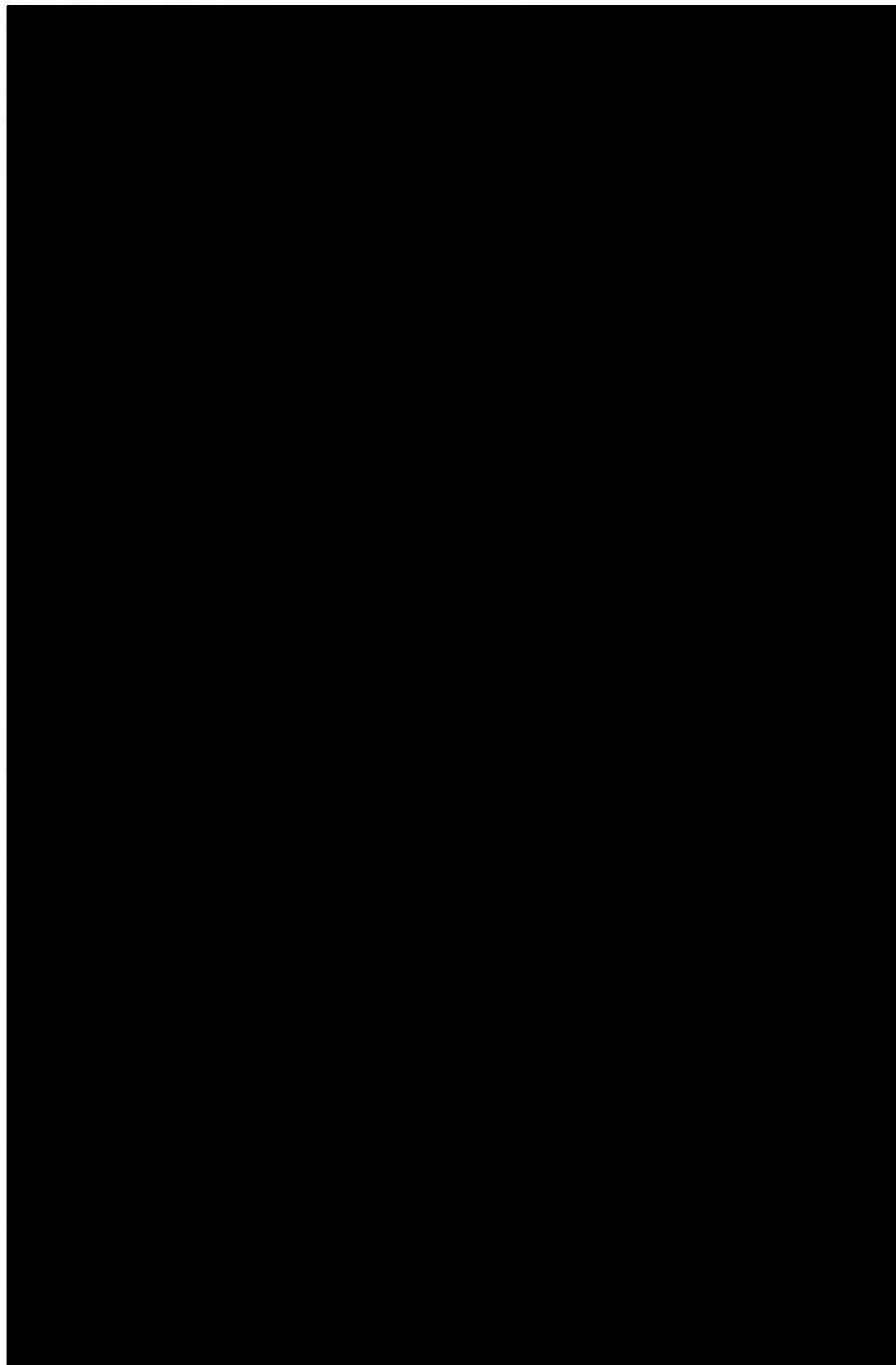




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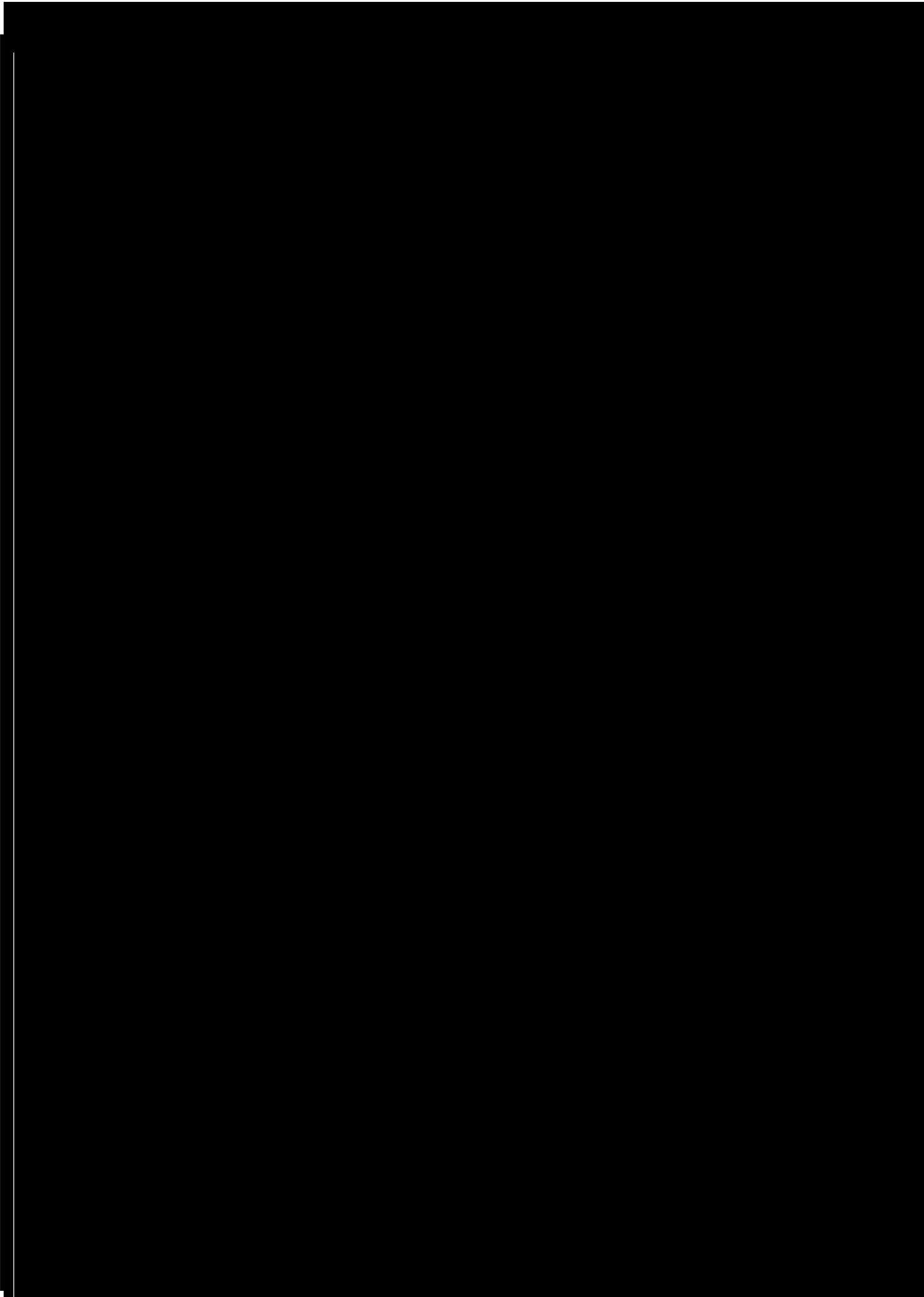
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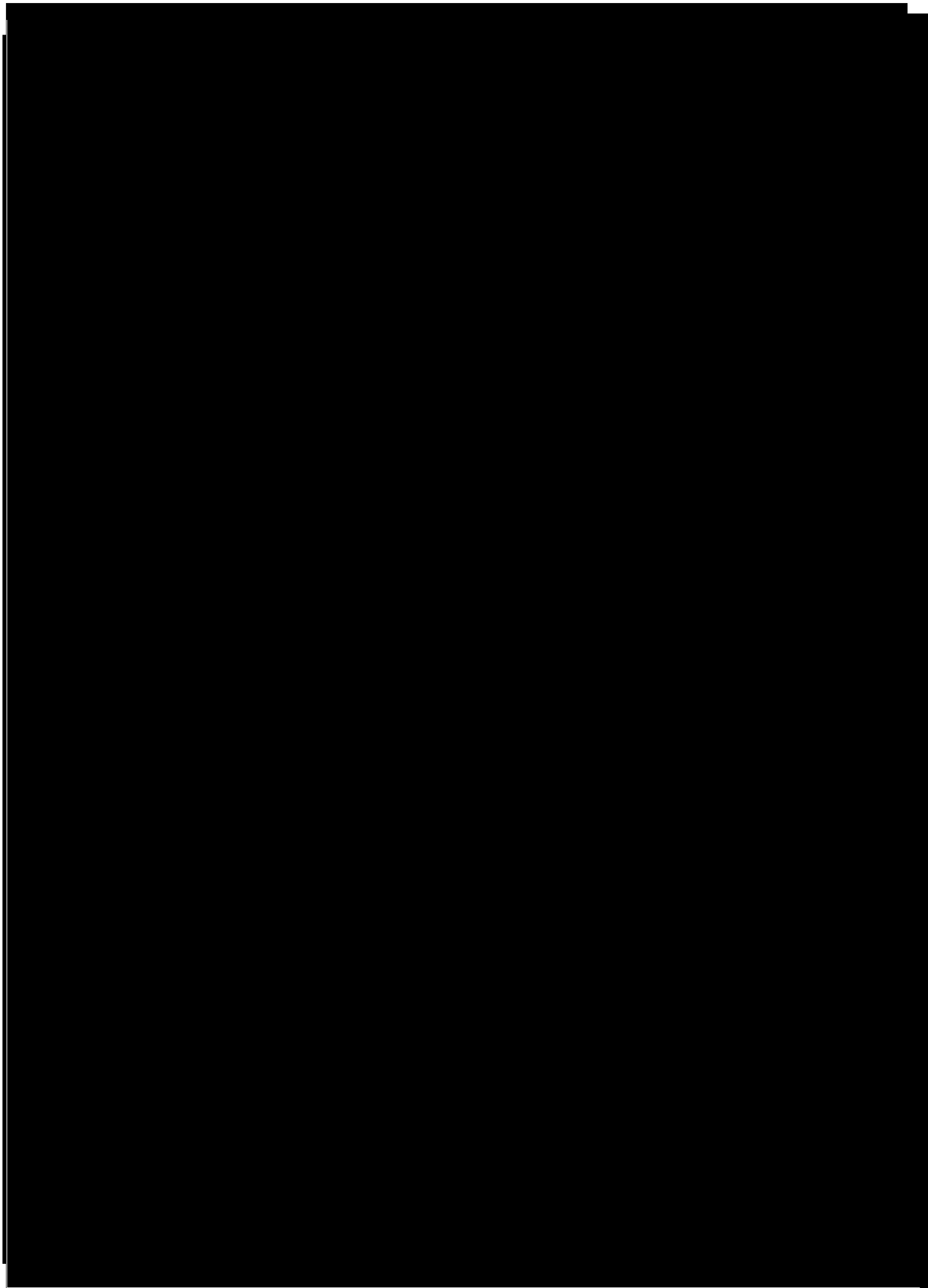
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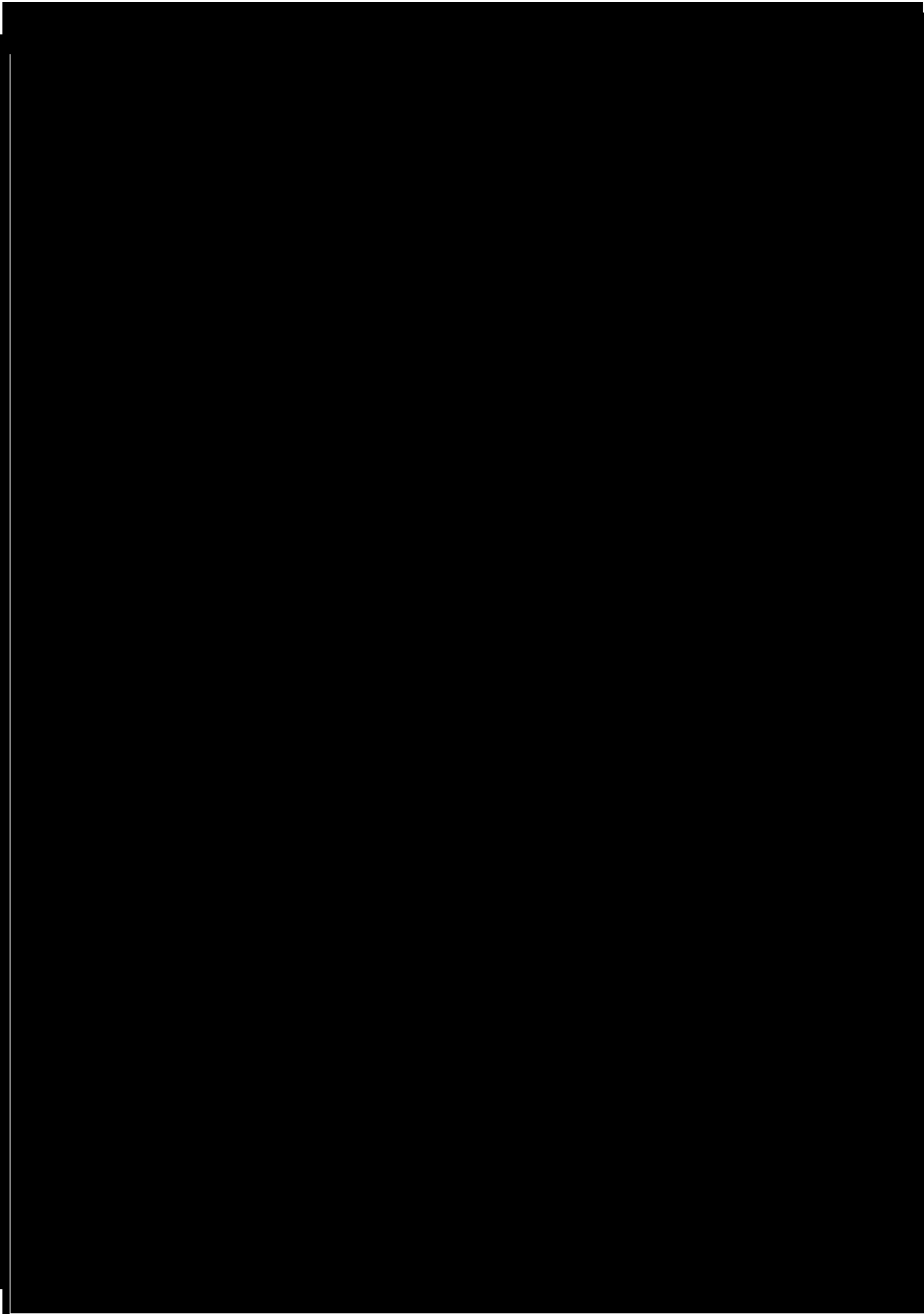
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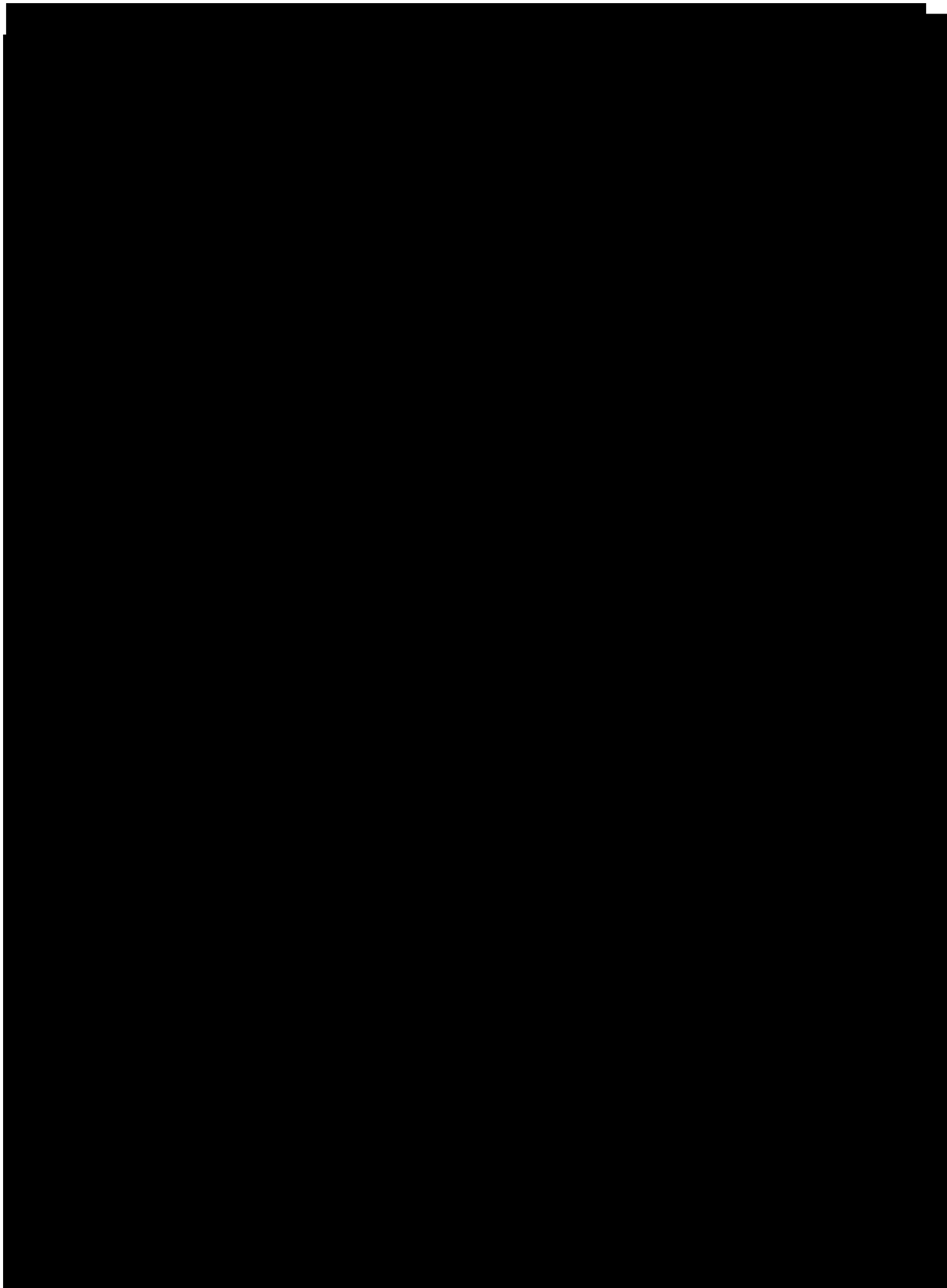
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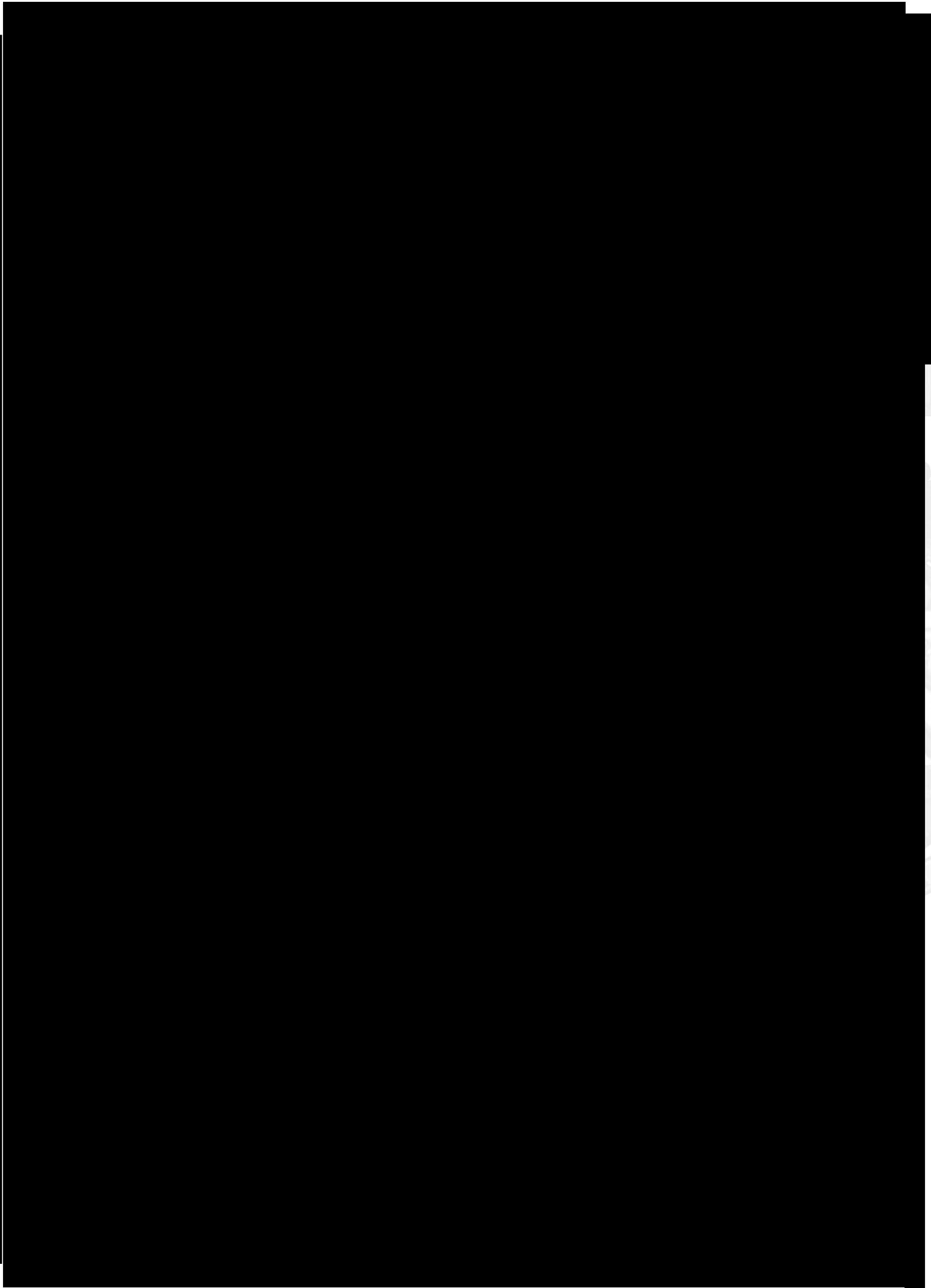








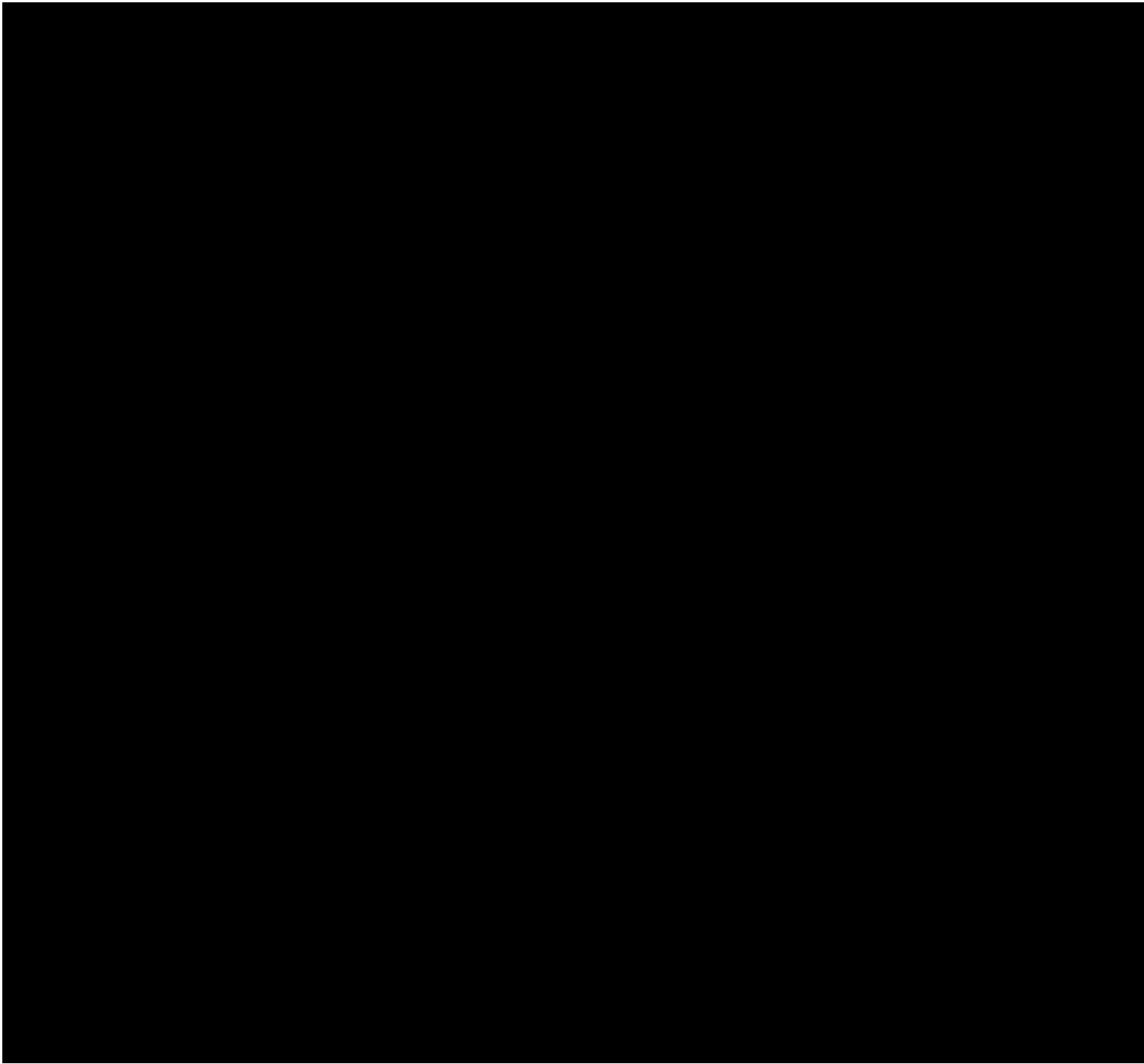




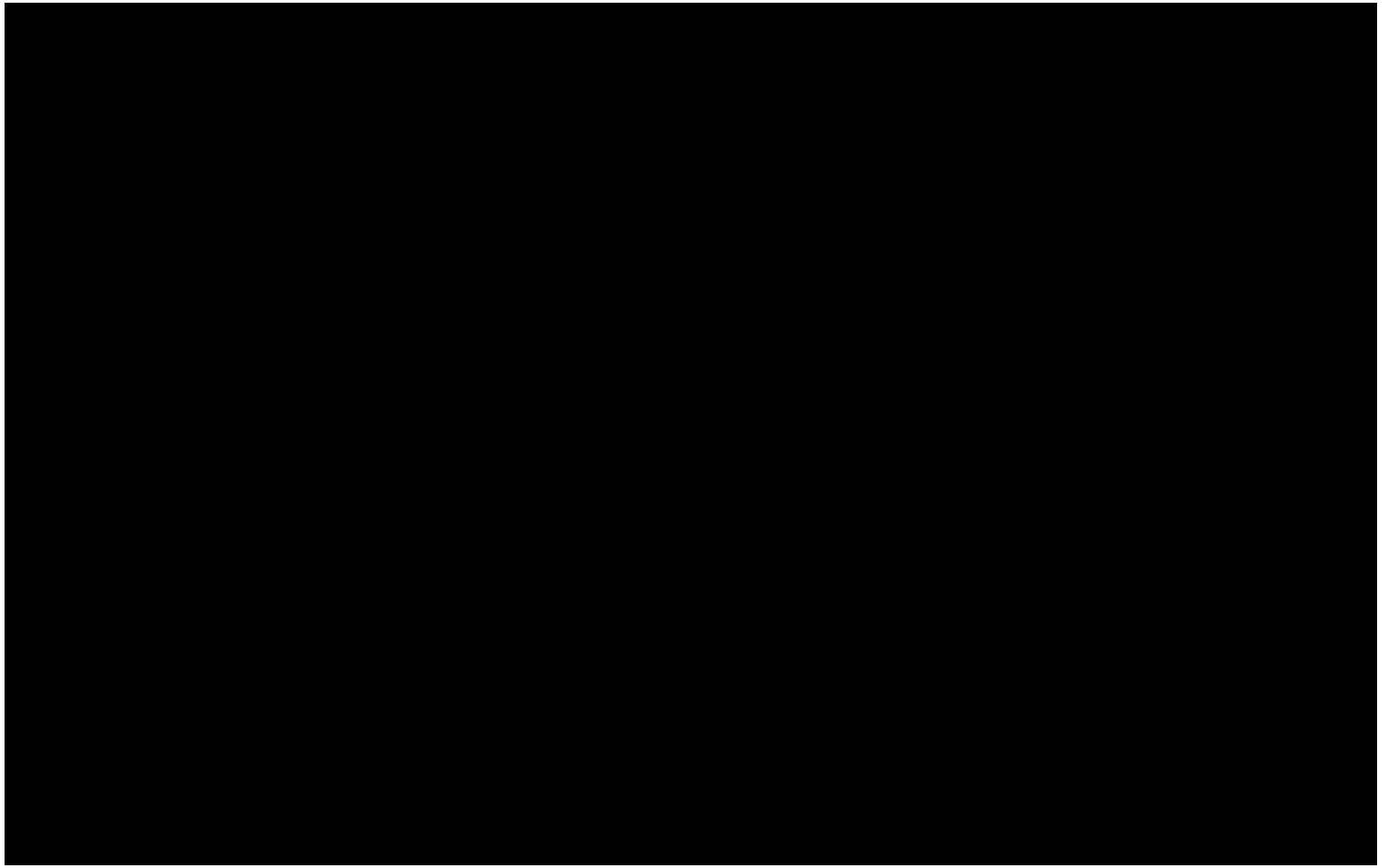
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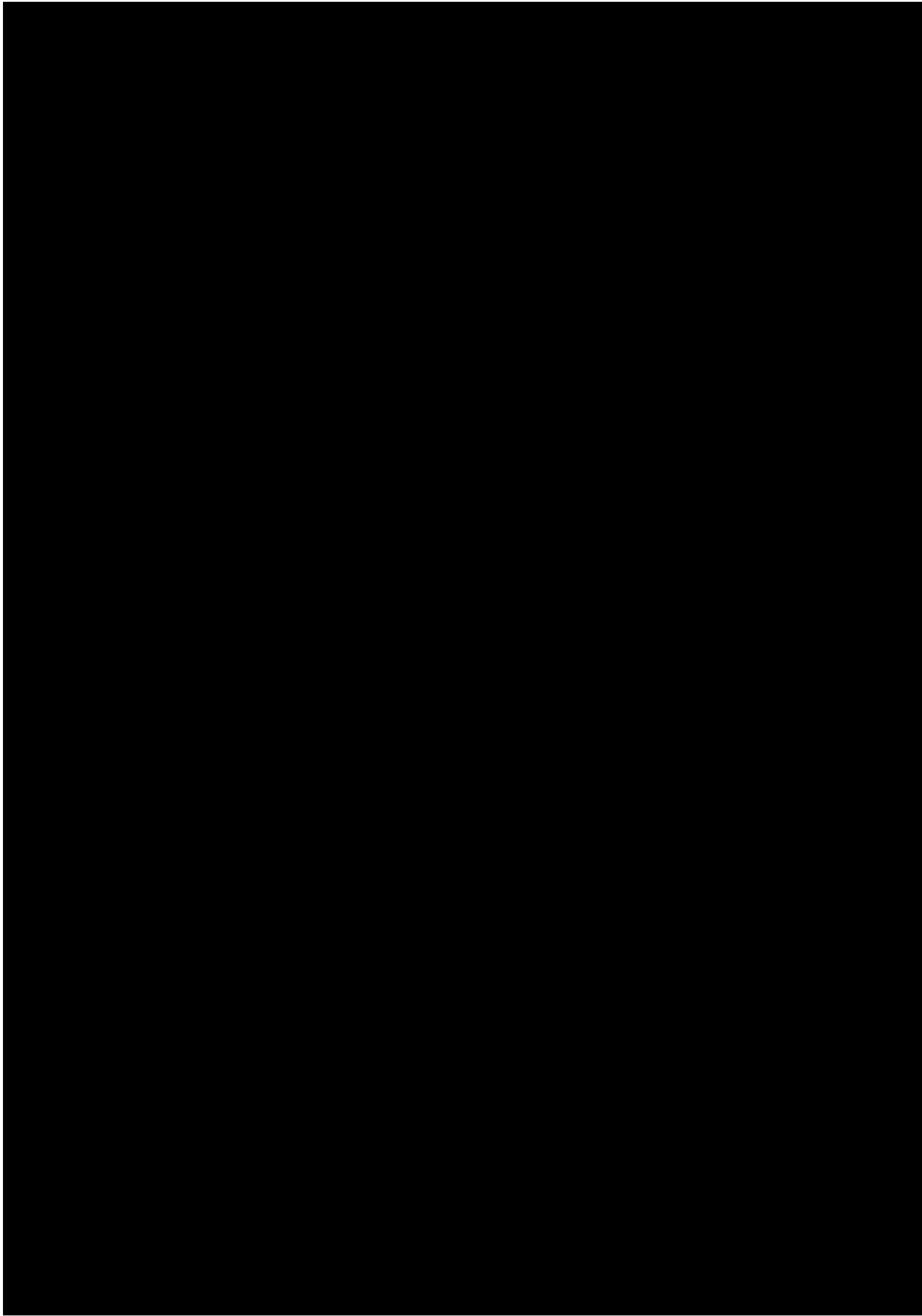
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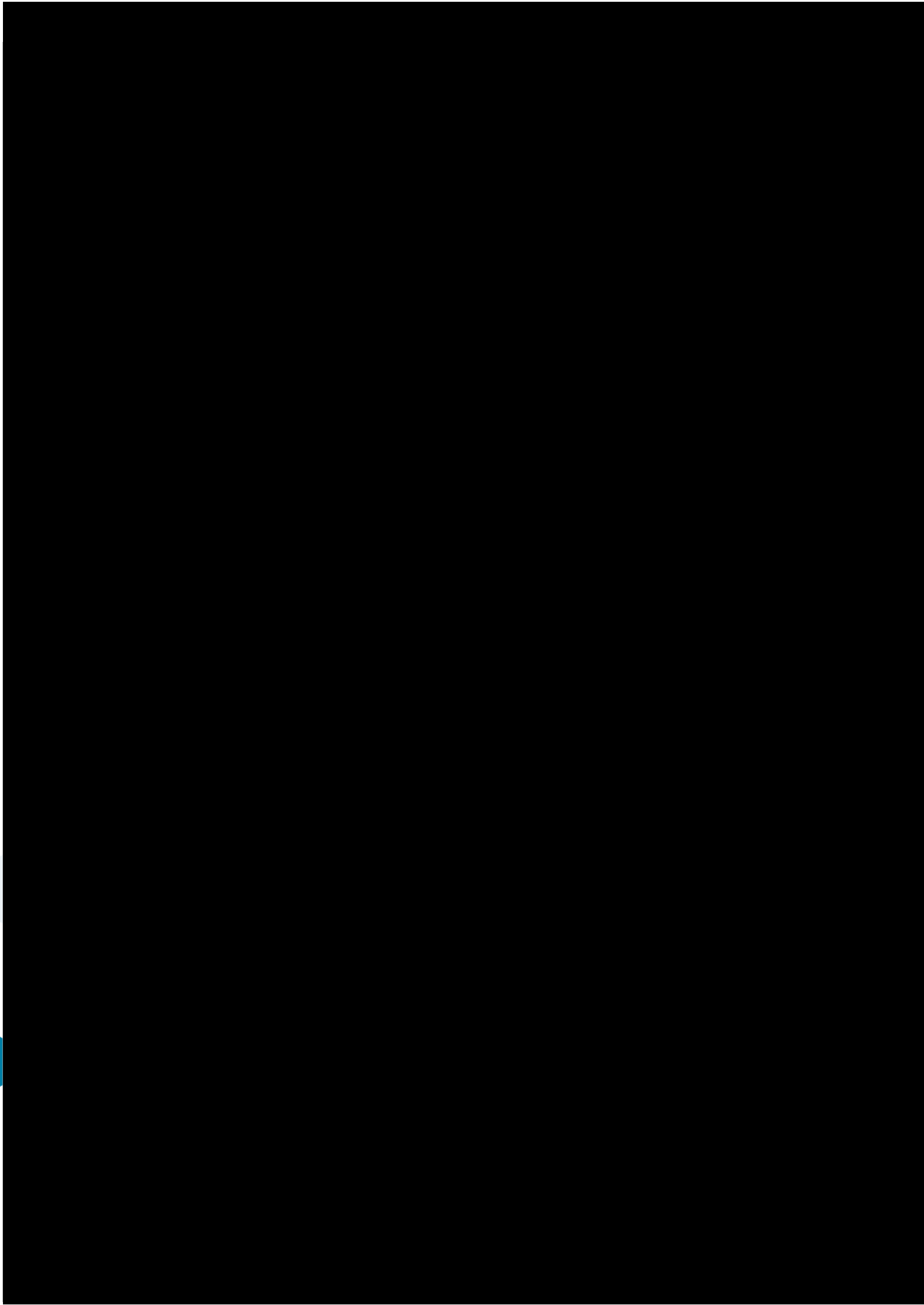


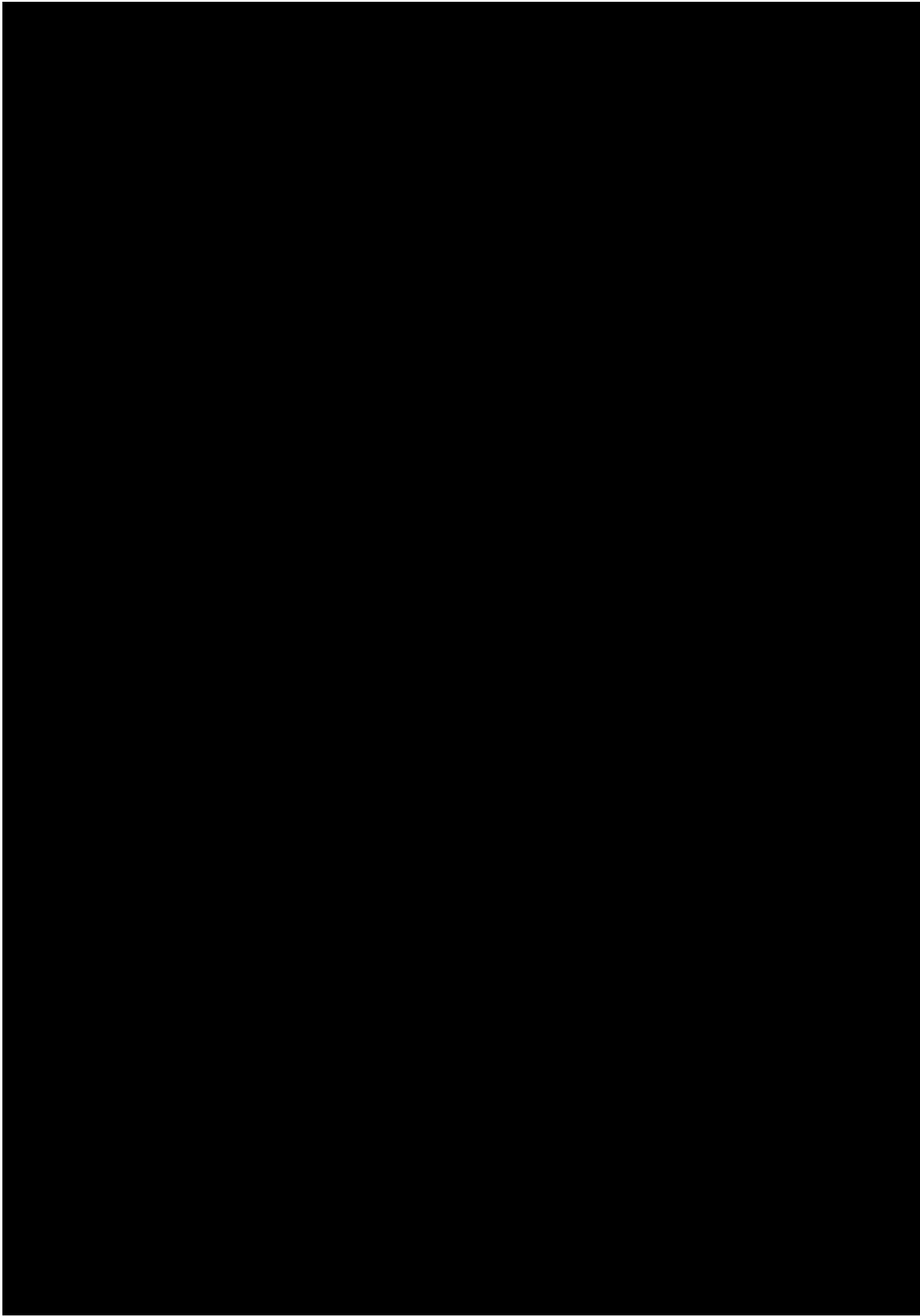


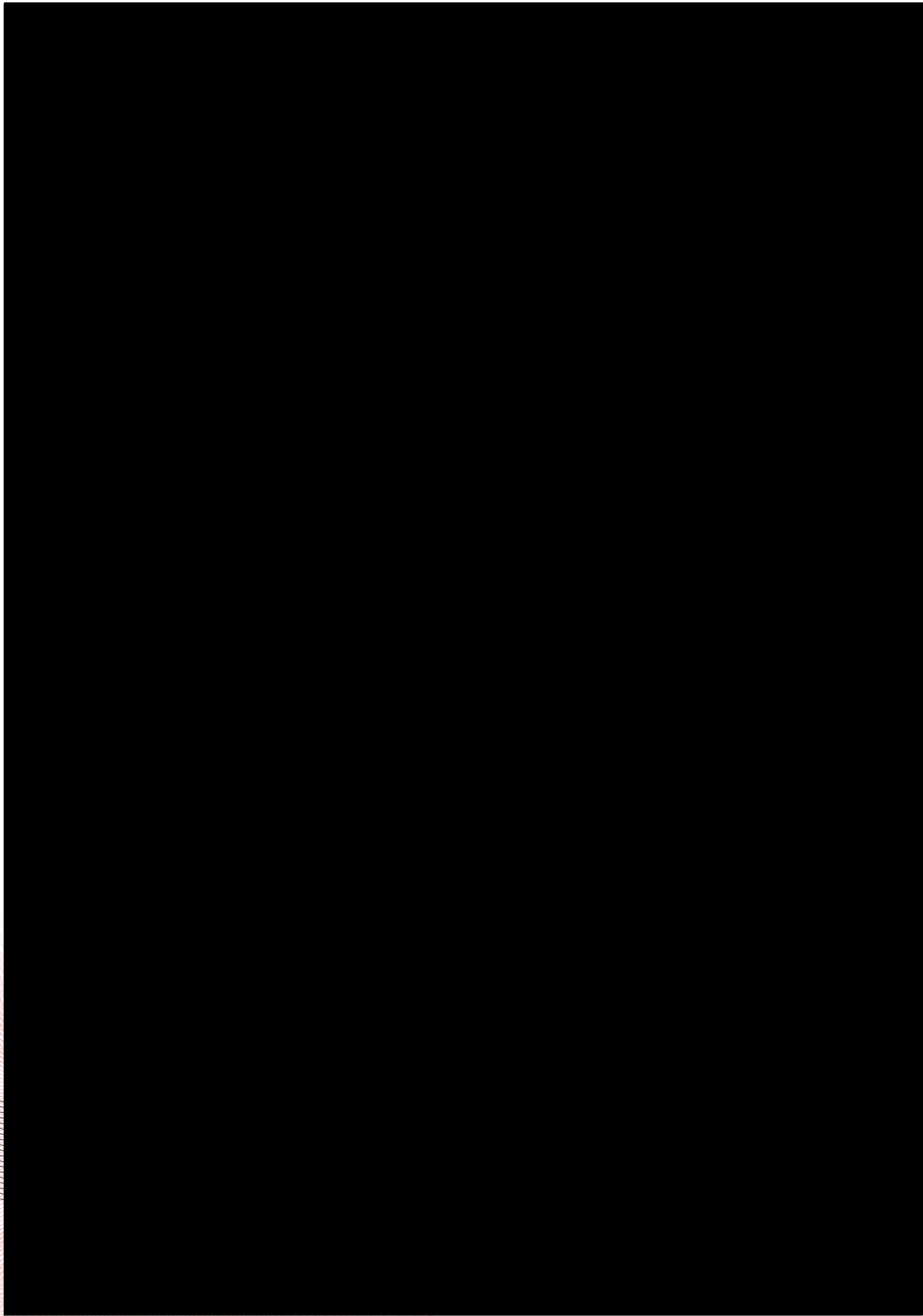














[REDACTED]

[REDACTED]

[REDACTED]



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

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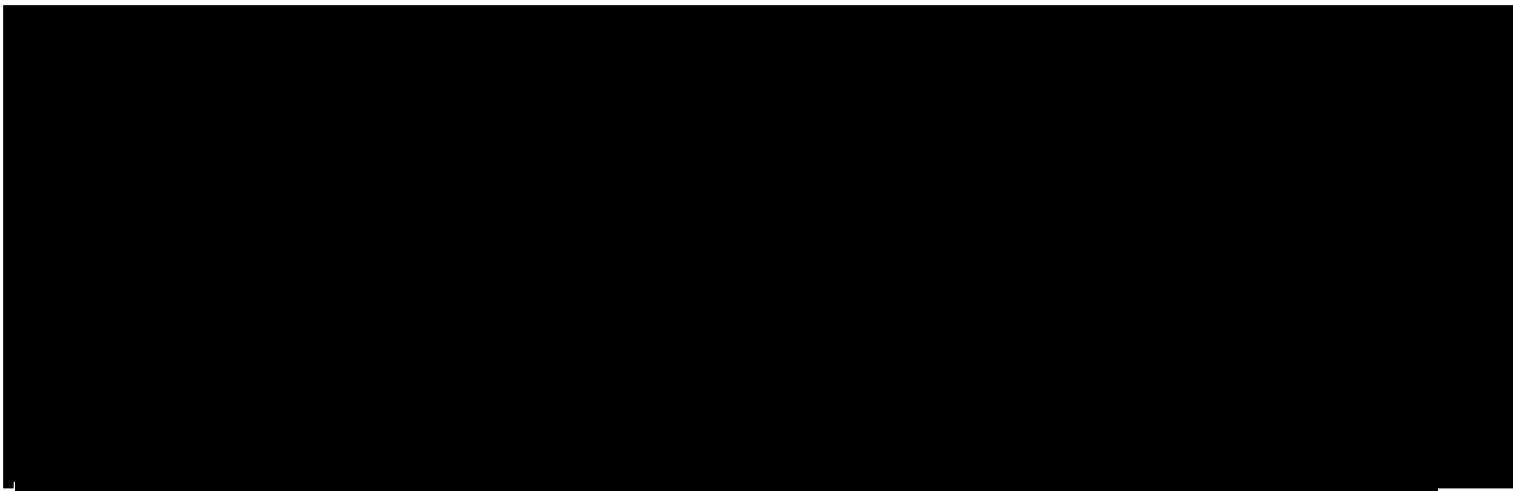
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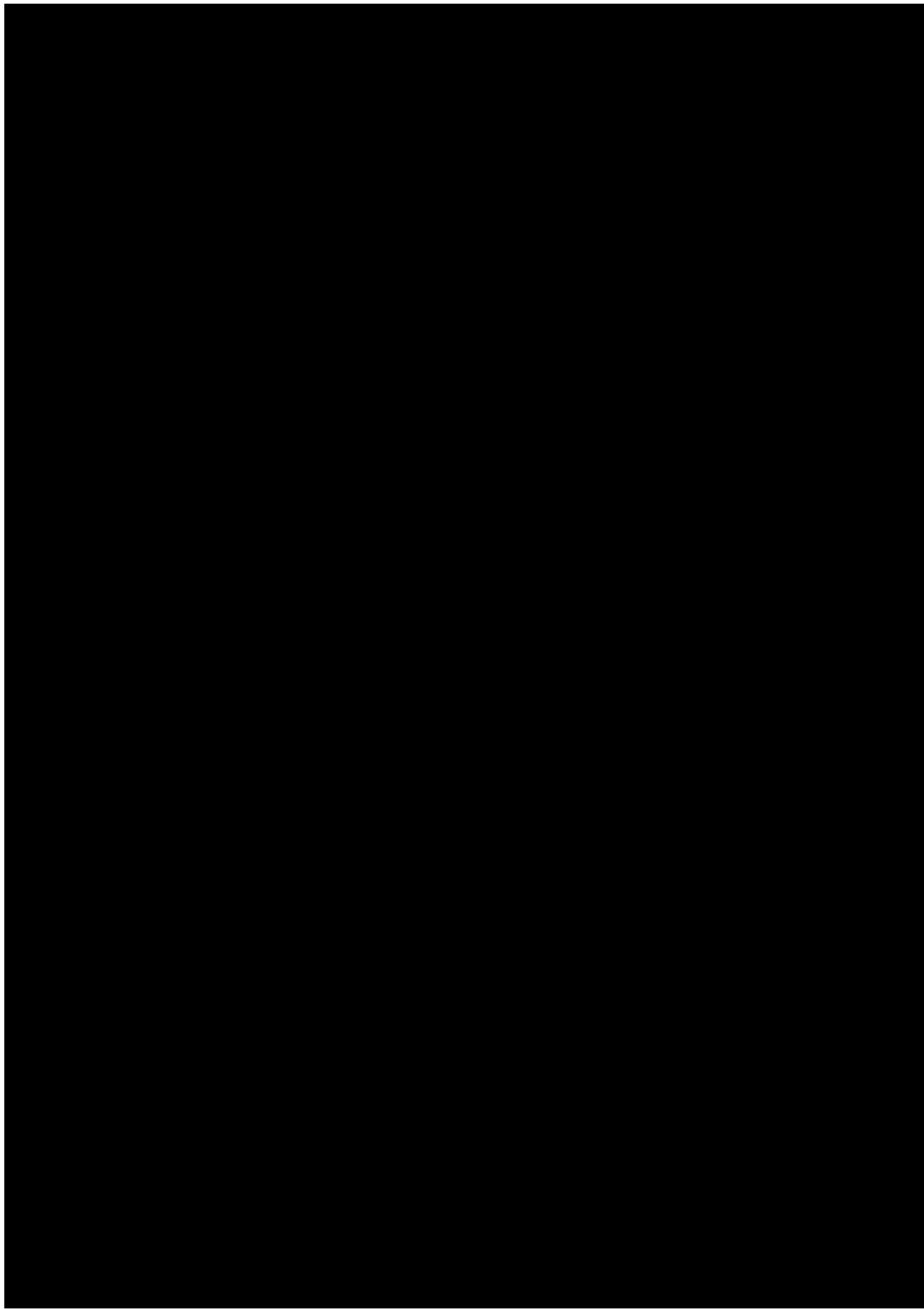




[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1 million (Office for National Statistics 1999). The number of people aged 65 and over is projected to increase to 6.5 million by 2011, and the number of people aged 75 and over to 3.5 million (Office for National Statistics 1999).

There is a growing awareness of the need to develop services to meet the needs of older people, and a number of initiatives have been launched in the UK to address this need. The Department of Health has launched the 'Ageing Well' initiative, which aims to improve the lives of older people by providing them with the services and support they need to live independently and actively. The initiative includes a range of services, including home care, day care, and residential care.

The 'Ageing Well' initiative is a multi-agency effort, involving the Department of Health, local authorities, and voluntary organizations. The initiative is based on the principle that older people should be able to live independently and actively, and that they should be able to access the services and support they need to do so. The initiative is a response to the growing need for services to meet the needs of older people, and it is a commitment to improving the lives of older people in the UK.

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Carter Jonas LLP  
9-10 Jewry Street  
Winchester  
So23 8RZ

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Email sent to: [REDACTED]

20<sup>th</sup> March 2019

Dear Bidder

**DOCV 005 - THE PROVISION OF RURAL ESTATE MANAGEMENT SERVICES  
SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

[REDACTED]

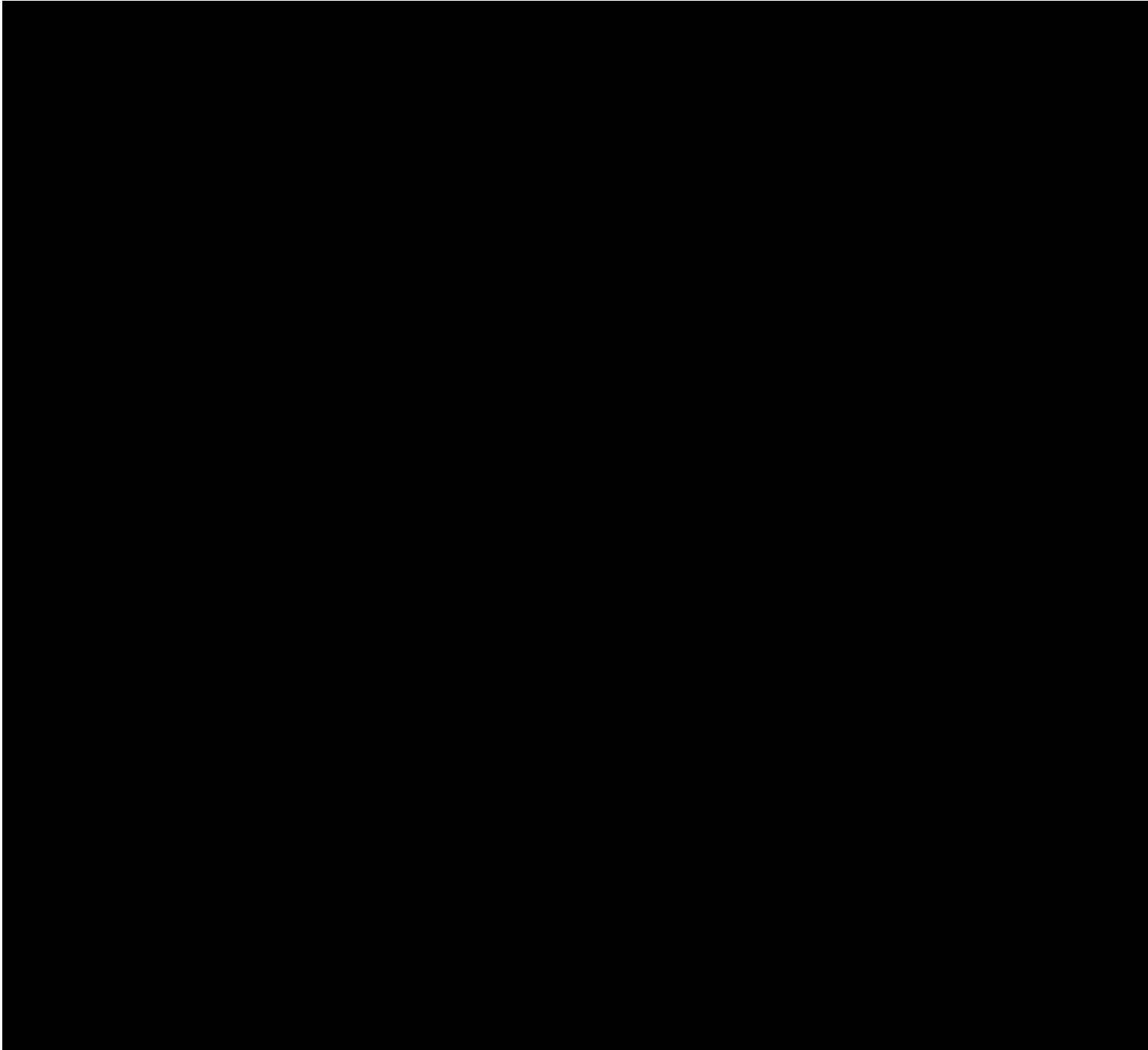
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- [REDACTED]
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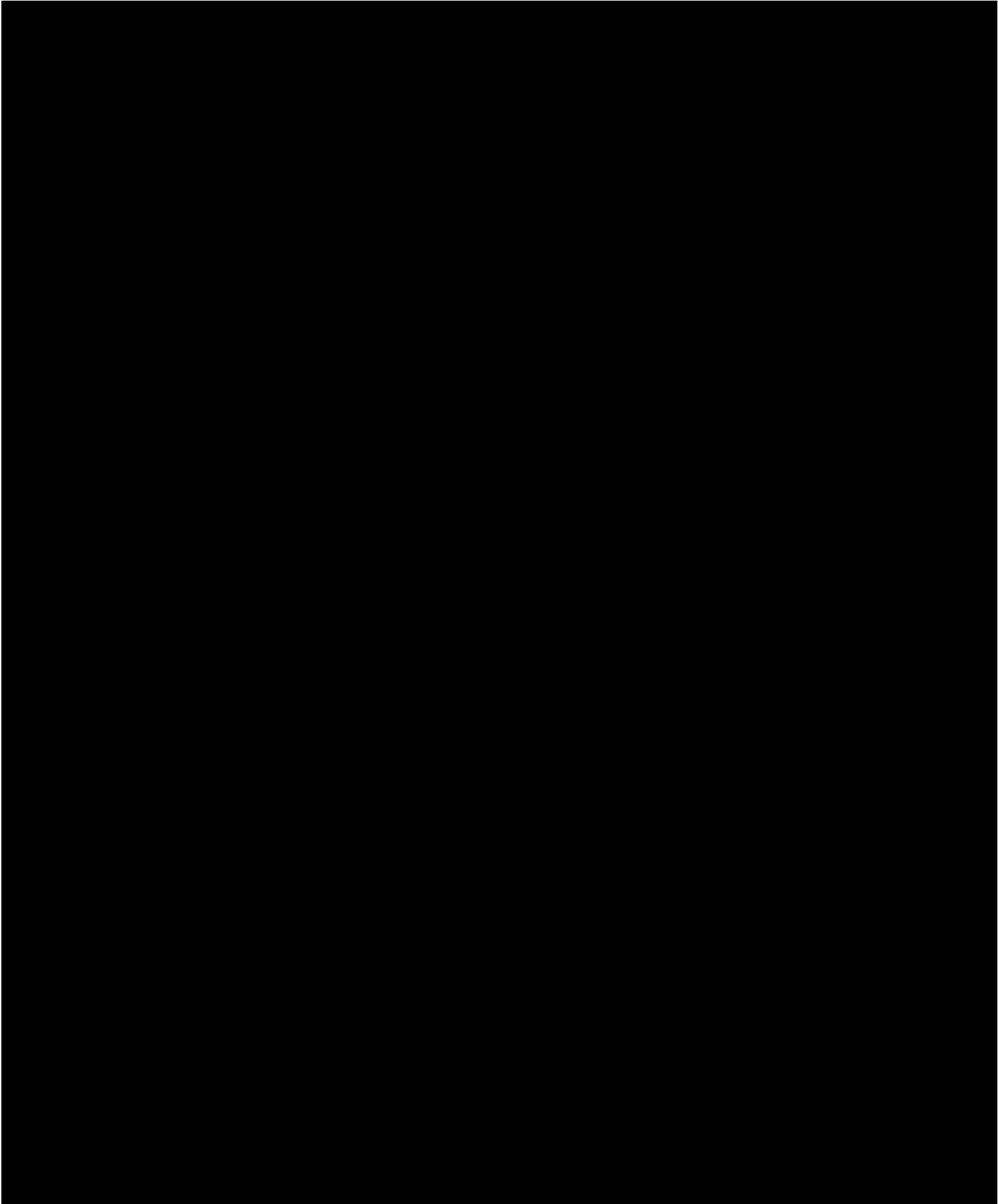
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Score	Winning Tenderer Total Score	Your Rank (out of all tenders received)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

For your further information, we would confirm that your quality submission was scored against the published scoring scheme and the stated award criteria and received the marks set out:

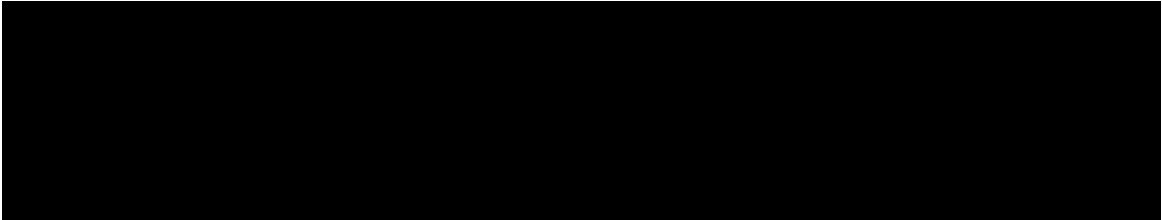






We will be in touch with you again at the end of the standstill period.

Yours faithfully



Assets and Estate Management  
Shropshire Council

Shropshire Telford & Wrekin Estates  
Partnership