

GB-Shrewsbury: ROCS 002 - Maintenance & Repair of Cleaning Equipment

Competitive Contract Notice

1. Title: GB-Shrewsbury: ROCS 002 - Maintenance & Repair of Cleaning Equipment

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Nigel Denton - Procurement Manager, Attn: Procurement Manager

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Repair and maintenance services of electrical machinery, apparatus and associated equipment. The requirement is for a service to provide the complete repair and maintenance of a comprehensive range of cleaning equipment at approximately 105 sites throughout Shropshire and Walsall.

The successful tenderer will be required to undertake the initial inspection of any equipment within 24 hours notification of the fault being reported by the individual Council site, and will be required to provide a loan machine if any equipment is unable to be repaired on site, or requires replacement parts. Visits will be made as sites report machines need maintenance or repair, there is not currently a planned schedule of maintenance.

All/any replacement floor tools, hoses and pipes for vacuum cleaners are to be included in your tender.

This repair contract will cover all circumstances of damage being caused to equipment e.g. wear and tear, vandalism, misuse etc.

Maintenance contractors will be expected to make site visits during school hours and therefore it is a requirement of both Shropshire Council and Walsall Council that any work person entering a school should have successfully undergone a DBS check prior to starting work on a site.

The contract is for an initial period of 2 years commencing 1 September 2021, with the option to extend for a further 3 year period to 31 October 2026.

.

5. CPV Codes:

50532000 - Repair and maintenance services of electrical machinery, apparatus and associated equipment.

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: ROCS 002

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 27/05/2021 12:00:00

11. Address to which they must be sent:

Not Provided

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:-ROCS-002---Maintenance-%26-Repair-of-Cleaning-Equipment/4DNGZ495TX>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/4DNGZ495TX>

Suitable for VCO: Yes
Procedure Type: OPEN
Period of Work Start date: 01/09/2021
Period of Work End date: 31/08/2023
Is this a Framework Agreement?: no

[Back](#)

[Terms and Conditions](#) [Help](#) [Contact](#) [Security](#) [Privacy](#) [Policy](#)

© 2021 BiP Solutions



Shropshire
Council

Dear Bidder

**ROCS 002 – MAINTENANCE & REPAIR OF CLEANING EQUIPMENT – SHIRE SERVICES
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers & Special Terms & Conditions
2. Tender Response Document
3. Draft Form of Agreement
4. Site List

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along 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 27th May 2021** 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

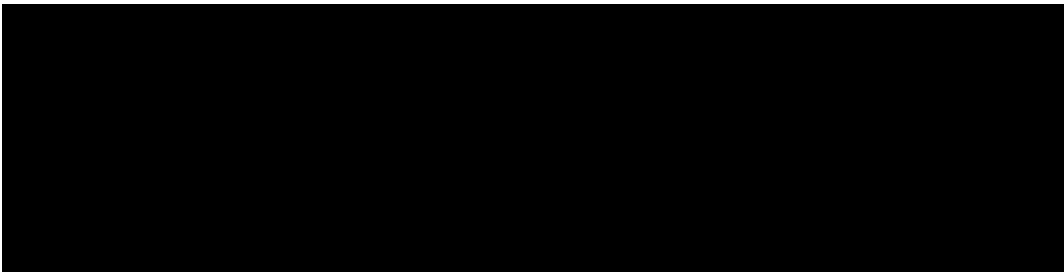
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **20th May 2021**.

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.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS

**ROCS 002 – MAINTENANCE AND
REPAIR OF ALL CLEANING
EQUIPMENT**

Shropshire Council Instructions for tendering

Contract Description:

The requirement is for a service to provide the complete repair and maintenance of a comprehensive range of cleaning equipment at approximately 105 sites throughout Shropshire and Walsall.

The successful tenderer will be required to undertake the initial inspection of any equipment within 24 hours notification of the fault being reported by the individual Council site, and will be required to provide a loan machine if any equipment is unable to be repaired on site, or requires replacement parts. Visits will be made as sites report machines need maintenance or repair, there is not currently a planned schedule of maintenance.

All/any replacement floor tools, hoses and pipes for vacuum cleaners are to be included in your tender.

This repair contract will cover all circumstances of damage being caused to equipment e.g. wear and tear, vandalism, misuse etc.

Maintenance contractors will be expected to make site visits during school hours and therefore it is a requirement of both Shropshire Council and Walsall Council that any work person entering a school should have successfully undergone a DBS check prior to starting work on a site.

The contract is for an initial period of 2 years commencing 1 September 2021, with the option to extend for a further 3 year period to 31 August 2026.

Index

Section	Description
1.0	Invitation to Tender
2.0	Terms and Conditions
3.0 3.1 3.2 3.3 3.4	Preparation of Tenders Completing the Tender Response Document Tender Preparation and Cost Parent Company Guarantee Warranty
4.0	Tender Submission
5.0	Variant Bids
6.0	Tender Evaluation
7.0	Clarifications
8.0	Continuation of the Procurement Process
9.0	Confidentiality
10.0	Freedom of Information
11.0	Disqualification
12.0	E-Procurement
13.0 13.1 13.2 13.3	Award of Contract Award Criteria Award Notice Transparency of Expenditure
14.0	Value of Contract
15.0	Acceptance
16.0	Special Terms & Conditions
17.0	Payment Terms
18.0	Liability of Council
19.0	Attendance at Committee
20.0	Declaration

1.0 Invitation to Tender

- 1.1 You are invited to tender for the Maintenance and repair of cleaning equipment as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1st September 2021 with the option to extend for a further period of up to 3 years.
- 1.2 Tenders are to be submitted in accordance with the Draft Form of Agreement of Shropshire Council 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.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the draft Form of Agreement and these Instructions for Tendering & Special Terms & Conditions 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, 27th May 2021**.
- 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 **20th May 2021**.
- 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 Tender Response Document accompanying this invitation to tender. 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 terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response 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 the supply and services on the start date of the contract being **1st September 2021**.

16.0 Special Terms and Conditions

16.1 Operation of Contract

Tenderers are required to submit prices on the basis of a cost price plus an oncost. The oncost is to include **all expenses** incurred in the delivery of all repair and maintenance services to each establishment and any other costs associated with the execution of the contract. The Contractor(s) will be required to maintain the rate of oncost throughout the period of the arrangement.

For evaluation purposes, prices must be detailed in the Pricing Schedules included in section C of the tender response document. Prices to be tendered should be those applying between 1st September 2019 and 31st August 2020. Proof of prices charged during this period will be required in the form of invoices.

16.2 Acceptance of Tender

- a) The acceptance of any tender or part of any tender, will create a Standing Offer for the contractor(s) to Maintenance and repair of cleaning equipment to the Authority in accordance with the terms and conditions contained herein the General Terms and Conditions and at the prices agreed.
- b) The Contracting Authority reserves the right to purchase goods of the type specified from other suppliers if it deems necessary.

16.3 Award of Contract

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

The Contracting Authority will have the following options to award to a single

contractor to cover all requirements.

16.4 Values/Quantities

Any values or quantities given in this Invitation to Tender are estimates and for guidance only. Approximate machine quantities are indicated within the Pricing Schedule. The products included with the Pricing Schedule are not exhaustive and other products may be required.

The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract.

The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract

16.5 Prices

- a) The basis of the arrangement will be the Contractor's cost price plus "oncost".

The percentage "oncost" shall cover all costs involved in operating the contract including delivery.

Oncost tendered must remain firm for the duration of the contract.

Tenderers are required to submit prices for the complete repair and maintenance of machinery and makes of cleaning equipment detailed in the Pricing Schedule which will form the price to be charged on each invoice. **This price should be all-inclusive and INCLUDE the oncost stated in question 1.1 but be exclusive of VAT.**

The contractor's purchase price used in the calculation for the tendered price in Pricing Schedule must be net of all discounts, rebates, bonuses and volume or turnover based discount or over-riders. Prices tendered will form the basis for all future prices and the Authority will require documentary proof of prices paid and supply arrangements.

- b) The tendered prices must be exclusive of VAT and must include all repair charges (including callout premiums, travel etc).

- c) The Contracting Authority reserves the right to negotiate nominated contract arrangements deemed to be desirable from time to time. These may be greater than or less than those currently negotiated by the Contracting Authority at its complete discretion.

- d) The Contracting Authority reserves the right for its nominated representative to inspect the Contractor's purchasing arrangements, insurance policies, invoices, accounts and all other relevant contract documents during the month following submission of the tender and at any time during the period of the Standing Offer Arrangement.

16.6 Price Verification

- 16.6.1 The prices quoted as at 25th September 2020 form the basis of the Arrangement but as prices may change during the lifetime of the arrangement, the procedure for price variation will be discussed at Review Meetings.

- 16.6.2 **For the Maintenance and Repair of all Cleaning equipment**
Contractor(s) are required to submit copies of worksheets and associated costs covering the period 1st April 2020 and 31st March 2021 confirming the prices quoted in the pricing schedule.

In order to verify any price movements the Contracting Authority or its representatives reserve the right to notify the Contractor of those repairs and maintenance visits and associated service reports, costings for these services delivered.

- 16.6.3 Tenderers are reminded that the contract price is the cost price plus the oncost quoted. **Price reductions must be passed on in the same way as price increases.** If it comes to the notice of the Contracting Authority that any price variation has not been passed on, this will be deemed sufficiently serious to justify termination of the Standing Offer Arrangement.
- 16.6.4 In order to verify any price movements the Contracting Authority or its representatives will notify the Contractor of those services they wish to see costings for and will arrange to visit the supplier during the fourteen days prior to implementation. They may also on such visits require sight of parts, labour and associated costs for services supplied.

16.7.1 General

The Contractor shall provide the Client with information to allow the Client to assess the competency of the Contractor and individual personnel carrying out the service work. This shall include as a minimum requirement the names of the specific persons who may carry out the work. It shall also include details of the quality system operated by the Contractor.

The Contractor shall establish and maintain an adequate documented quality system as a means to demonstrate his continuing ability to meet the contract specifications.

The Contractor will also co-operate fully at all times with Public Protection or any other nominated representative of the Contracting Authority by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of their Quality Standard Mark.

The Contractor will obtain agreement from the Client before substituting alternative personnel before or during the contract.

The Contractor's tender should include a method statement for the work to be undertaken.

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence. The Contractor should make copies of the policies available for approval.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Client's Health & Safety Policy. Failure to do so may result in immediate expulsion of Contractor personnel from the site.

All hazardous or inflammable materials brought onto site must be notified to the Client in compliance with the 'Control of Substances Hazardous to Health Regulations, 2002'. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

All work and procedures shall be undertaken with due care to avoid damage to the contents and fabric of the building.

The Contractor is expected to exercise politeness, confidentiality and discretion during the course of the maintenance work. Results of the service may only be divulged to the Client's representative and other persons nominated by the Client.

16.7.2 Important Notes

Contractors shall be responsible for visiting the site(s) to take all their own maintenance and repair visits and shall make arrangements with the establishment for gaining access to the relevant areas.

The Contractors operative(s) shall carry a range of tools, suitable access equipment, equipment access keys, calibrated test instruments and any other necessary equipment to perform this function satisfactorily.

The Contractor shall provide supervisory staff to regularly monitor the performance and quality of the work of its operative(s).

The contractor shall include in the tendered costs those that will be incurred for any administrative duties such as photocopying, providing duplicate electronic reports and communication costs.

The Contractor shall familiarise themselves with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of the Client.

The Contractor shall make good any damage caused to the Property by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of the Client.

The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site on all occasions.

The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

The works undertaken by the contractor is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager about any schedule and limitations is imperative.

16.7.3 Hours of Work

Normal Daytime Hours are defined as: - 9am to 3pm Monday to Friday excluding Statutory and Bank Holidays. Please note there will be no additional costs applicable to the client outside of normal working hours for servicing, as some sites may require working outside the normal daytime hours as defined.

16.7.4 Identity Passes

All employees and persons servicing the Contractor shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of Client. The passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Contract Administrator, at any time while the operative is on site. The passes are also to contain the engineers DBS number.

16.7.5 General Health and Safety

The site shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on site.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

16.7.6 Legislation

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

- The Health and Safety at Work Act 1974 (HASAWA)
- Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
- Management of Health & Safety at Work Regulations 1999 (MHSWR)
- Construction and Design Management Regulations 2015 (CDM)
- Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)
- Personal Protective Equipment at Work Regulations 1992
- Personal Protective Equipment Regulations 2002
- Health and Safety (First Aid) Regulations 1981
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Electricity at Work Regulations 1989
- Regulatory Reform (Fire Safety) Order 2005 (RRFSO)
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013
- Manual Handling Operations Regulations 1992
- Provision & Use of Work Equipment Regulations 1998 (PUWER)
- Control of Noise at Work Regulations 2005
- Environmental Protection Act 1990
- The Control of pollution Act 1989

- F-Gas Regulations 2015
- Regulatory Reform (Fire Safety) Order 2005 (RRO)
- This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

contractor shall at all time adopt the working practices as defined in the RAMS.

16.7.7 Risk Assessments and Method Statements

The Contractor shall carry out a detailed and recorded “Risk Assessment” and ‘Method Statement’ for the works and submit two copies with the completed tender documents.

General Principle of Risk Assessment: The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the “relevant statutory provisions”. This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work

The Contractor shall ensure that he undertakes a risk assessment and provides a method statement for his means of access to allow for inspection and testing.

Contractors are reminded that for certain hazardous operations, they will be required to prepare a method statement for the work. It is anticipated that such statements will include, where applicable ‘the sequence and method of work’.

The Client will always require a method statement for any high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

16.7.8 Construction Phase Health and Safety Plan (CPP)

The Contractor shall provide a sufficiently detailed CPP that will demonstrate how the servicing element of the Contract will be managed safely across all Property’s encompassed by the Contract. Individual CPPs will not normally be required where the service contract is for more than one location

In addition, suitably developed RAMS will routinely be required for the servicing element and any additional works identified by servicing. These will be available on site.

16.7.9 Control of Substances Hazardous To Health

All chemicals to be used in the servicing and cleaning process to be advised to the Contract Administrator complete with all your relevant COSHH Assessments and copy of the manufacturers Hazard Data Sheets for prior approval.

16.7.10 Disclosure and Baring Service (DBS)

All operatives working under this contract on site, must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this requirement must form part of the tender submission. Continual compliance with this requirement for the duration of the Contract is a strict mandatory requirement. Failure to comply will lead to termination of the Contract.

16.7.11 Data Protection

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Client to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 2018 and in

particular the Principles of the Data Protection Act 2018.

The British Standard for the secure destruction of confidential material (BS EN 15713:2009) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs. Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS EN 15713:2009 when transporting, storing and destroying documents.

The Data Protection Act 2018 introduced a requirement that all organisations that are contracted to provide services to the Client and that services includes processing of personal data are obliged to ensure secure storage of data.

The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.

The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.

Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

The Contractor shall consider all reasonable suggestions which the Client may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Client reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

16.7.12 Business Continuity

The Contractor is required to have fully considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this Contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

16.7.13 Transport

The contract shall be deemed to include all transport cost for work persons performing work within the contract.

16.7.14 Recalls

Return service visits within 28 days necessitated in the judgement of the Contract

Administrator by earlier inspection and test shall be at the Contractor's expense.

16.7.15 Hazardous Situations

Should a hazardous situation to the buildings occupants become apparent (i.e. failure of a system or electrical hazard), the appropriate service should be isolated and the situation drawn immediately to the Contract Administrator's attention by telephone on Shrewsbury (01743 250253).

16.7.16 Additions / Deletions of Properties

The Client may, during the period of the Contract, wish to add or delete properties from the schedule. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Client.

16.7.17 Contract Adjustments

For the purpose of additions and deletions, the total contract sum shall be adjusted by the tendered contract rates.

16.7.18 Authorisation of Work

All work to be carried out beyond the scope of the Specification and Servicing Schedule shall be authorised by the Client and Budget Holder before the work is undertaken.

The Client reserves the right to seek competitive alternative quotations for any works that fall outside the scope of the servicing.

16.7.19 Consumables

The Contract shall be deemed to be inclusive of all consumables and cleaning materials necessary to complete the requirements of the contract. Consumables are defined as all items of equipment, materials or components that have to be replaced on a regular basis.

16.7.20 Inspection of Work

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the work has been completed in accordance with the manufacturers and Client service requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault. No costs shall be incurred to the Client for this element of the contract.

16.7.21 Liability for Accidents and Damage

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence. The Contractor's insurance shall provide a minimum indemnity cover of five million pounds per event and total liability shall be uncapped.

16.7.22 Site Protection

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and protection of the public.

The Contractor shall also erect and maintain any necessary temporary barriers or other means to protect and prevent accidental or unauthorised approach to potentially hazardous areas, such as incomplete plant or partially dismantled work

platforms, unfenced drops, treated floor areas, hot or chemical processes etc. and remove on completion.

16.7.23 Review Meetings

It is to be assumed that the Contractor's Contract Manager will be required to attend quarterly contract review meetings with the Client at Shropshire Councils HQ, to discuss contract performance and any other matters deemed necessary. The frequency of these meeting may be reduced based upon the Clients requirements, the frequency may be increased to address areas of poor performance.

16.7.24 Taking of Photographs

The Contractor shall advise the Head of school and college sites that their engineers will be taking photographs, for inclusion with the formal servicing report. Approval shall be granted before any photographs are to be taken.

16.7.25 Delegation

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless they have obtained the written permission of the Client.

Where permitted, delegation shall only be to another contractor on the Client's approved list and may only be on a short term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

16.7.26 Items under warranty

If during the course of the Contractors inspection of the Property, they find new items of machinery defective or incorrectly installed, they are to notify the Client so as the manufacturer can be called upon to rectify the defect(s) under warranty.

16.7.27 Named Contacts and Service Personnel

The Contractor shall appoint and supply the details of a dedicated personnel to carry out the administrative duties required of the Contractor. The details are to be provided to the Client along with alternative details to cover leave and sickness. Any changes to the Service Personnel used under this Contract shall be advised to the Client immediately, with the Contractor providing the Client details of their qualifications and DBS numbers.

16.7.28 Electrical Works

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a Skilled Person in a manner to comply with British Standards and relevant Legislation.

Once repairs and maintenance are completed on equipment, the Contractor requires that PAT testing is undertaken on all equipment.

16.7.29 Workmanship Standards

All works executed under this contract shall be to standard expected by Skilled Person. The Client reserves the right to reject work at the Contractors expense if the Client deems it to be unacceptable.

16.8 Programme of Work:

The repair and maintenance of cleaning equipment shall be undertaken when required by the Contractor.

It should be noted that an extremely flexible workforce shall be required on this Contract regarding hours of work, as a majority of schools shall need to be completed after 14:30 during term time or during school holidays if the school are

able to grant access (please note this is not guaranteed). Please note there will be no additional costs applicable to the Client for outside of normal working hours working.

16.8.1 Schedule of Properties

A Schedule of Properties - Appendix 1 document shall be issued as part of the tender documentation, and again each year upon agreeing to extend the Contract, detailing the Property's that are to be covered under the scope of this Contract and detailing the number of units present (based upon current detail available, however this information is not binding and shall be used as a guide only).

16.8.2 Costs

Included in the Tender Response Document is a schedule of rates for various cleaning equipment to be populated by the tendering Contractor. This is a unit cost per item of this type per annum. This rate will be inclusive of the following; Call Out costs, travel time, costs for obtaining materials, mileage.

16.8.3 Unrealistically Low Tendered Unit Costs

The Client reserves the right to reject any tender submission from a Contractor that cannot be justified as commercially viable.

16.8.4 Access

The Contractor shall make access arrangements for all breakdown / repair calls they receive with the Property before attending site to ensure access can be granted.

16.8.5 Spare Parts and Renewals

Rectification of highlighted defects shall only be undertaken in accordance with clause 16.7.18

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed, with all removed equipment to be removed from site and correctly disposed of at the contractor's expense in line with relevant legislation.

The Contractor shall only use new spares, except when otherwise directed.

Reconditioned parts are not acceptable, with the exception of no longer obtainable parts.

Random checks of replaced parts may be carried out by the Client. The Contractor shall reimburse the Client for any parts that have been changed and subsequently are found to be in working order.

The Client reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

The Contractor shall ensure that they source all materials at the most competitive rates currently available to ensure best value to the Client at all times.

16.8.6 Live Working

A robust safe system of works shall be adopted at all times, as defined in produced RAMS, to minimise the dangers of any live working required during the inspection. The guidance contain with HSG85 shall be adhered to at all times as a minimum.

16.9 Repair And Maintenance Reports

The Contract Administrator may, during the period of the contract, wish to amend the method of service reporting – i.e. uploading to the cloud

16.9.1 Service Reports

The Contractor shall submit electronically within 7 days of the repair or

maintenance visit a typed report containing the following information to the Contract Administrator:

1. Contractor's name and address and emergency contact details
2. Property number
3. Property name
4. Type of repair or maintenance work
5. Date of repair or maintenance work
6. Make, model and serial number of equipment
7. Location of equipment
8. Defects found
9. Defects corrected
10. Detailed description of parts fitted
11. Note if follow up quotation required for further works
12. Name and Signature of service engineer
13. Signature of a Responsible Officer on site

The successful contractor shall provide draft forms for approval.

16.9.2 Information to be supplied

The Contractor will supply the following information:

- (a) Data on an annual basis of all repairs and maintenance works completed on behalf of the individual Authority showing the quantity and detail of services provided per site for that year and in total.
- (b) The Authority reserves the right to request the above information for any time frame at any frequency (should this be required) giving details of products delivered to individual establishments using the arrangement.

This information should be presented throughout the period of the contract, in a format which is acceptable to Shropshire Council.

Should the Contractor fail to provide the required usage information, the Contractor will be deemed to be in breach of contract. It is considered that such a breach will be sufficient for the contract to be terminated.

- (c) There may be requirements during the period of the Standing Offer Arrangement for the Contractor to provide other statistical information relevant to the operation of this contract.
- (d) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to user Authority.

16.10 Variation of Specification

The Contractor shall not alter the specification of any services, except as directed in writing by the Contracting Authority but the Contracting Authority has the right, from time to time, during the execution of the Standing Offer Arrangements by notice in writing to direct the Contractor to add or omit, or otherwise vary, the goods and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in

the original Standing Offer Arrangement.

Where the Contractor receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor shall, with all possible speed, advise the Contracting Authority in writing to that effect giving the amount of any such amendments, ascertained and determined at the same level of pricing as that contained in the Contractor's tender.

If, in the opinion of the Contractor, any such direction is likely to prevent the Contractor from fulfilling any of his obligations under the Standing Offer Arrangement, he shall notify the Contracting Authority and the Contracting Authority shall decide with all possible speed, whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until the Contracting Authority so confirm their instructions they shall be deemed to have not been given.

16.11 Repairs and Maintenance Call Out orders

- (a) Requests for Repair and Maintenance Call outs will be made by the Contracting Authority in consultations with representatives in the Authority's user departments.
- (b) The Contracting Authority may place orders for the supply of services at the terms agreed at any time during the period of offer and the placing of each order constitutes an acceptance of the Standing Offer and thus creates a contract for the supply of those items so ordered.
- (c) The Contractor may be required to introduce a system of electronic invoicing during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.
- (d) The Contractor may be required to introduce a system of electronic ordering during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.

16.12 Storage and Delivery

- (a) Upon receipt of official orders from the Contracting Authority, the Contractor will supply and deliver the services required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.

- (b) Deliveries must be made fully in accordance with the requirements of the Contracting Authority. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.
- (c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. All tenderers must ensure they have a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.

16.13 Invoices & Payment

Payment of invoices will be made annually in advance for the cost of the contract.

Payment will be made following the electronic submission of an invoice. All invoices must clearly state the following information:

- Addressed to Shire Services, Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Official Order Number

Not adhering to stipulated criteria may lead to administration penalties.

Payment terms shall be 30 days in accordance with Shropshire Councils standard terms and conditions.

16.14 Key Performance Indicators

The Client shall monitor the performance of the Contractor's delivery of the Contract. The Contractor shall meet the following targets on delivery:

<u>Item to be monitored</u>	<u>Target to be met</u>
Adherence to 24 hour call out delivery	95%
Reports received within 7 days of repair or maintenance visit	95%
Accuracy of report documentation	95%

Failure to achieve the required targets shall result in the Client evoking the procedures laid down in section 1.3

16.15 Inspection Procedures

The service work shall be carried out according to the provisions of the relevant British Standards and industry guidance.

16.16 Call Outs And Emergency Repairs

The Contractor shall be required to provide a 24 hour 365 day per year emergency breakdown service. Answer phone services are not acceptable.

The Contractor shall be able to respond to instructions to attend an emergency breakdown repair by attending site within 24 hours from receipt of call from the Client.

Breakdowns shall be given priority over non breakdown (maintenance) visits and must be completed within 24 hours from receipt of a call, unless otherwise agreed with the Client.

For breakdowns reported during normal working hours the Contractor will be

issued verbally with an order.

The charges and rates for breakdowns and emergency breakdowns i.e. labour rates, materials and travelling rates, together with any special conditions, shall be indicated on the tender form for work included in the rates per machine per annum. The Contractor shall provide details of operatives 'on-call' for the out of normal hours breakdown service. Details which shall include names & contact numbers shall be available at the commencement of the contract. These details shall be updated to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each annual extension of the Contract and prior to times of public holidays e.g. Easter, Christmas etc. The Contractor shall report to the Contract Administrator if they are unable to complete a repair and inform that person the course of action they are taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

Random checks of replaced parts may be carried out by the Client. The Contractor shall reimburse the Client for any parts that have been changed and subsequently are found to be in working order.

16.17 Power to Purchase Elsewhere

If the Contractor fails to deliver the goods on time or if he fails to comply with any of the Terms and Conditions relating to the Standing Offer Arrangement, the Contracting Authority will be entitled to purchase elsewhere. The Contractor may offer alternative goods after discussion with the Contracting Authority. Any additional costs incurred by the Contracting Authority over the agreed price will be repaid by the Contractor without prejudice to any other action that may be taken.

16.18 Establishment Listing

- (a) The Authority reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.
- (b) Details of establishments covered by the standing offer arrangement are detailed on the Schedule of Service Delivery Points and are correct at the present time, but may alter to take account of any changes and other legislation which may occur during the lifetime of the standing offer arrangement

16.19 Counter Inflation Legislation

It is a requirement that the Contractor shall not breach any Counter Inflation and/or Price Legislation in force at the time.

16.20 Sustainability

The contractor will at all times use their best endeavours to assist the Contracting

Authority and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of Shropshire Council, copies of which are available on the Council's website.

16.21 Extension of Arrangement

Subject to satisfactory service being received, this standing offer arrangement shall apply for a period of up to 2 years. The Contracting Authority reserves the right to extend the arrangement at their total discretion for a further period of up to 3 years.

17.0 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.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 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.

18.3 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.

18.4 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.

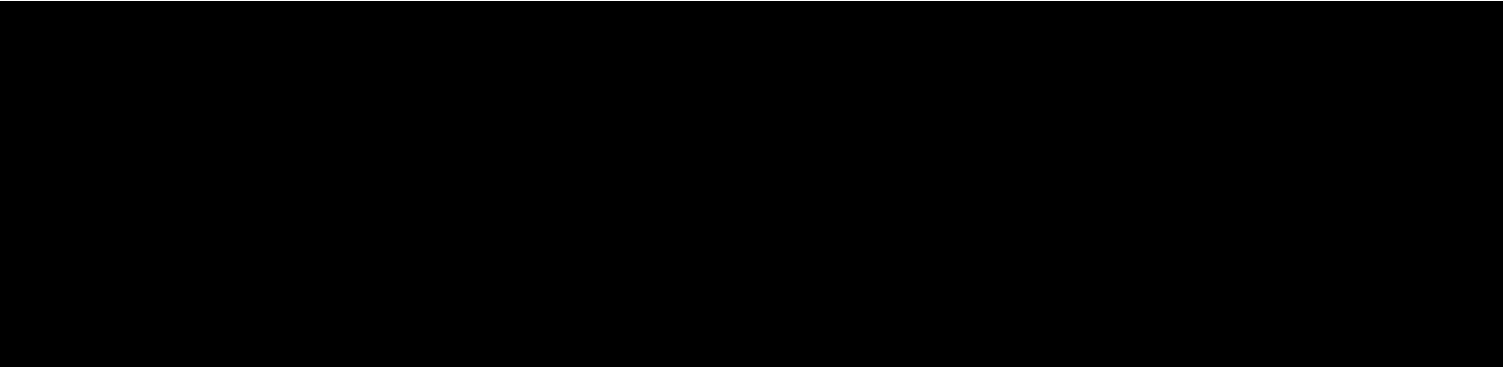
18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness 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.

19.0

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

20.0 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

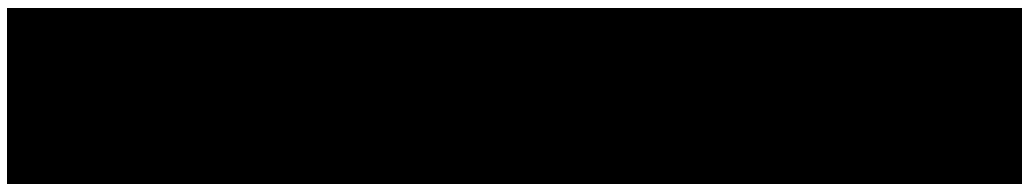




Tender Response Document

ROCS 002 – MAINTENANCE & REPAIR OF CLEANING EQUIPMENT

Name of TENDERING
ORGANISATION
(please insert)



Please also add your company name to the footer of each page of the returned document



Shropshire Council Tender Response Document

Contract Description/Specification:

The requirement is for a service to provide the complete repair and maintenance of a comprehensive range of cleaning equipment at approximately 105 sites throughout Shropshire and Walsall.

The successful tenderer will be required to undertake the initial inspection of any equipment within 24 hours notification of the fault being reported by the individual Council site, if the equipment is deemed beyond economical repair this will be reported to you with a price for a new machine, a loan machine will not be provided on the initial visit. We do provide loan machines as part of the ongoing service contract and details of this are held in the main tender document. Visits will be made as sites report machines need maintenance or repair, there is not currently a planned schedule of maintenance.

All/any replacement floor tools, hoses and pipes for vacuum cleaners are to be included in your tender.

This repair contract will cover all circumstances of damage being caused to equipment e.g. wear and tear, vandalism, misuse etc.

Maintenance contractors will be expected to make site visits during school hours and therefore it is a requirement of both Shropshire Council and Walsall Council that any work person entering a school should have successfully undergone a DBS check prior to starting work on a site.

The contract is for an initial period of 2 years commencing 1 September 2021, with the option to extend for a further 3 year period to 31 October 2026.

Instructions for the completion of this document



1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These 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. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	13
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	17
B Part 2 Section 3	Grounds for Discretionary Exclusion	19
Section C	Tender and Pricing Schedule	28

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions



and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Section B)

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.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 2 Question 2.1 9 (A-F)	Ability to repair and maintain equipment – this is a mandatory requirement
Section B Part 2 Section 2 Question 2.2	DBS requirements – this is a mandatory requirement
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

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.

Award Criteria – Weighted Marked Questions



Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (600 marks)		
Section C / Q 1.1	Price	60 / 600 max marks
Total for price		600 / 600 max marks
Quality 40% (400 marks)		
Section C / Q 2.1	Mobilisation of contract	4 / 40 max marks
Section C / Q 2.2	Staff Experience & Qualifications	5 / 50 max marks
Section C / Q 2.3	Monitoring and communication	4 / 40 max marks
Section C / Q 2.4	Client Relationships	5 / 50 max marks
Section C / Q 2.5	Complaints Procedure	4 / 40 max marks
Section C / Q 2.6	Equipment Loans and Communication	5 / 50 max marks
Section C / Q 2.7	PAT Testing and evidencing	5 / 50 max marks
Section C / Q 2.8	Rurality	4 / 40 max marks
Section C / Q 2.9	Social Value	4 / 40 max marks
Total for quality		40 / 400 max marks

Quality Questions/ Scoring Scheme



Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full **400 marks** available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring



Section C, question 1.1 will be evaluated by using the unit costs for machinery tendered and multiplied by the number of those machines which we have in our inventory, then added together to provide an overall basket cost.

The most competitively priced tender will receive the maximum mark for price being **600**. **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.

Validating Prices and overall cost tendered:

Please note any contract awarded at the conclusion of this procurement process must be able to viably operate and be sustainable. Tendered prices and overall costs will therefore be subject to scrutiny, and may be rejected if considered by Shropshire Council not to be sustainable over the duration of the contract or not to be affordable. Clarifications sought may require the provision of the tenderer's calculations of their tendered Prices or any other aspect of the overall cost.

Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.



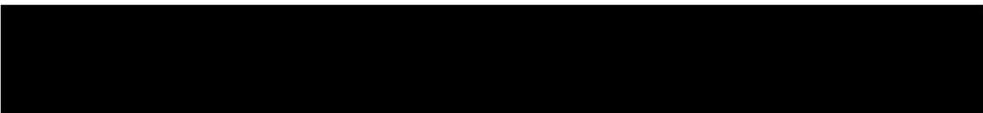
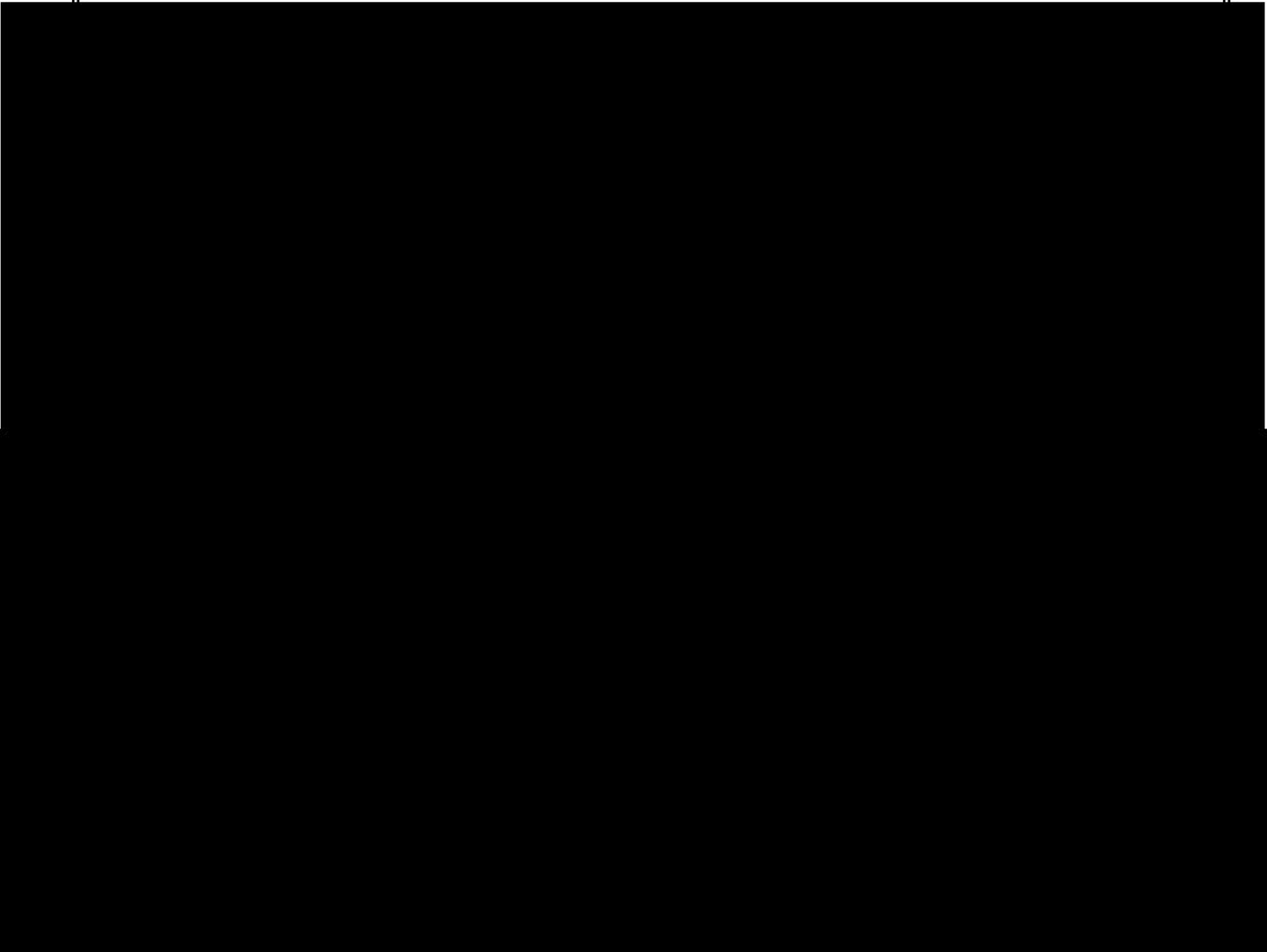
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for ROCS 022 – Maintenance & Repair of Cleaning Equipment

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 Maintenance & Repair of Cleaning Equipment at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.




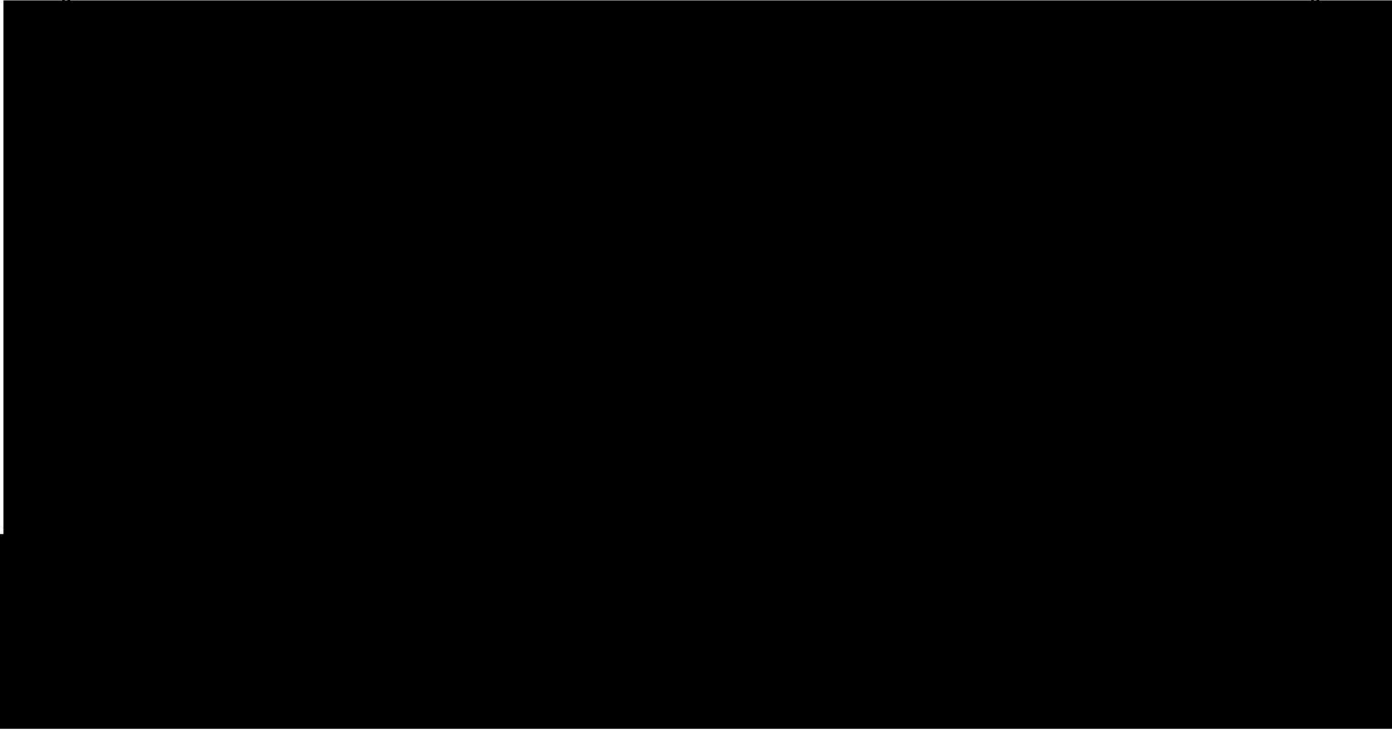
Section A:
2. Non – Canvassing Certificate

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 or 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.



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.

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?

If yes, please give details:

Name	Relationship

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.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that	



	you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) <ul style="list-style-type: none"> a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual 	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

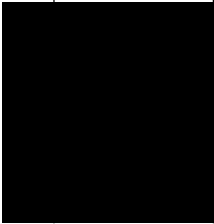
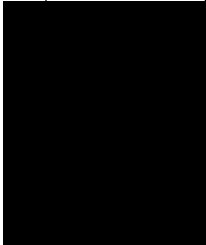
Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

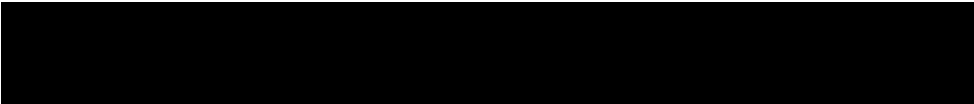


Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

2.0 – MANDATORY REQUIREMENTS

2.0	Ability to Repair & Maintain Specific Equipment	
2.1	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p>(a) <u>414 Commercial Dry Tub Vacuum Cleaners</u></p> <ul style="list-style-type: none">▪ Premier Mini-Vac▪ Truvox▪ VAX▪ Numatic▪ Vaclena▪ Nilfisk▪ Silverstorm 1250 30L for Woodwork Dust Extraction <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	
(b)	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p><u>115 Commercial Upright Vacuum Cleaners</u></p> <ul style="list-style-type: none">▪ VAX▪ Vaclena Proclean▪ Sebo UBS36▪ Sebo Dart <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	



<p>(c)</p>	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p><u>131 Floor Polishing Machines</u></p> <ul style="list-style-type: none"> ▪ Victor Europa ▪ Premier ▪ Truvox <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	<div data-bbox="1189 380 1505 618" style="background-color: black; width: 100%; height: 100%;"></div>
<p>(d)</p>	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p><u>20 Carpet Extraction Machines</u></p> <ul style="list-style-type: none"> ▪ Karcher 200 ▪ Karcher 300 ▪ Cleanfix ▪ VAX Upright ▪ Truxox Hydromist <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	<div data-bbox="1216 969 1516 1187" style="background-color: black; width: 100%; height: 100%;"></div>
<p>(e)</p>	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p><u>29 Wet Pick Ups</u></p> <ul style="list-style-type: none"> ▪ Numatic ▪ Victor <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	<div data-bbox="1195 1424 1551 1675" style="background-color: black; width: 100%; height: 100%;"></div>



(f)	<p>Please confirm that you are able to repair and maintain all of the equipment and models shown below.</p> <p><u>20 Floor Scrubbing Machines/Steam cleaners</u></p> <ul style="list-style-type: none"> ▪ Truvox Multiwash ▪ Numatic ▪ Karcher ▪ Nilfisk ▪ Wetrok <p>Able to repair and maintain all of the above models</p> <p>Please indicate if any exclusions apply. (if Yes, please provide details below)</p>	
-----	---	--

2.2	<p>Maintenance contractors will be expected to make site visits during school hours, this contract serves sites within Shropshire Council and other local authorities many of whom require that any work person entering a school should have successfully undergone a DBS check prior to starting work on a site.</p> <p>It is therefore our policy that contractors are all required to have DBS checks completed before they are able to start working onsite.</p> <p>Please confirm that all members of staff used on this contract have undergone a DBS check which shows no previous convictions.</p> <p>Describe the process you undertake to carry out DBS checking of your staff.</p> <p><i>All staff required to work on this contract will be DBS checked. DBS checks will be renewed annually.</i></p>	
-----	--	--

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.



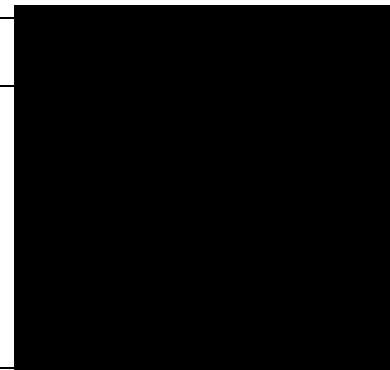
Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
3.1	Do you have any conflicts of interest which should be considered in relation to other current or future work being undertaken by the tenderer or their team.	
3.2	If you have answered yes to question 2.1 please provide an explanation	

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). <i>Accounts for up to Dec 19 provided. Tennant UK is part of the Tennant Corporation, a company listed on the US stock exchange. We can provide corporate level information that has been released publicly. This information can be found at https://investors.tennantco.com/overview/default.aspx</i>	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

Question number	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
5.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the	




	Modern Slavery Act 2015 ("the Act")?
5.2	<p>If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p><i>We do not meet the criteria which means we need to publish this data.</i></p>



Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Question number	Additional Questions
6.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the start of the contract, the levels of insurance cover indicated below:</p> <p></p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

6.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

that you are located:	
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent</p>



	similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

6.3 – Environmental Management

1.	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

6.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

6.5 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

*	<i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i>
---	--



	<p>Safeguarding children http://westmidlands.procedures.org.uk/#</p> <p>Safeguarding adults http://keepingadultssafeinshropshire.co.uk/multi-agency-procedures/</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	
2	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/ Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adult-social-care/</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p>	



Notes to this form:

Text highlighted in yellow is where details need to be inserted

DATED: day of 20..

BETWEEN

SHROPSHIRE COUNCIL (1)

[.....]


Contract Ref: ROCS 002

Contract for Maintenance of Cleaning Equipment



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2

¹ Insert Contractor's name



- _____

Agreed Prices ⁶	Means Prices as set out in Section C Part 1 in the Tender
‘Agreement’	means this Agreement
‘Associated Person’	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .
‘Authorised Officer’	means the representative appointed by the Council to manage the Contract on its behalf
‘Best Practice’	means in accordance with the best practice within the industry of the Contractor
‘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.
‘Commencement Date’	1 st September 2021

⁶ Optional definition where prices have been agreed

'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;
'Consumables'	means all items of equipment, materials or components that have to be replaced on a regular basis
'Contract Documents'	means all of the documents annexed to, contained and referred to within

	this Agreement
'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 Protection Legislation'	all applicable data protection and

privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party

DPA 2018

Data Protection Act 2018

‘EIR’

means the Environmental Information Regulations 2004 (as may be amended from time to time.)

‘Employment Checks’

means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks

‘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)
"Expiry Date"	<p>Shall be the later of either:</p> <ul style="list-style-type: none"> i) the Initial Expiry Date; or ii) the last day of any agreed extension period further to clause 2 below; or iii) such other date as this Agreement is terminated in accordance with its terms
'Fees'	Shall be the Agreed Prices as set out in Schedule C Part 1 of the Tender and includes all expenses, materials (including Consumables), labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise
'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

'FOIA notice'	<p>have the same meaning in this clause</p> <p>means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.</p>
Force Majeure Event	<p>means any circumstance not within a party's reasonable control including, without <i>limitation</i>:</p> <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; f) collapse of buildings, fire, explosion or accident; and

- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause, or companies in the same group as that party);
- h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause 35 (Force Majeure); and
- i) interruption or failure of utility service.

GDPR	Means the General Data Protection Regulation 2016/679
'Individual Sites'	means the sites listed in the Schedule of Delivery in Schedule 3 of this Agreement
'Initial Term'	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry Date
'Initial Expiry Date'	means 31 st August 2023
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in

	the world enforceable
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)
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to three years commencing from and including the date following the Initial Expiry Date
'Order'	means an official order placed by the Council via Shire Services Head Office /Individual Sites to the Contractor for the supply of Services in accordance with the terms of this Agreement
'Outcomes'	means the targets, results or objectives set out in this Agreement
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Prohibited Act'	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.

'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
'Regulated Activity'	In relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Relevant Transfer'	means a relevant transfer for the purposes of TUPE
'Report'	means a formal Report to be prepared by the Contractor recording and evaluating the Outcomes together with recommendations for future actions

'Request for Information'	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
'Review'	means a formal review of the progress of the Services and the achievement of the Outcomes
'Services '	means the maintenance of cleaning equipment as more specifically referred to in the Specification
'Specification'	The specific description of the Services as set out in Schedule 1 annexed to this Agreement
'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.

'Tender' ⁷	means the tender dated [.....] ⁸ submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Term'	means the period commencing on the Commencement Date and expiring on the Expiry Date
'Valid Invoice'	Means an invoice submitted by the Contractor which must contain the following detail required by the Council to enable payment as specified in clause 9 of this Agreement: 1) invoices to be addressed to Shire Services Finance Team, Shropshire Food Enterprise Centre, Vanguard Way, Battlefield Business Park, Shrewsbury, Shropshire, SY1 3TG, Shropshire Council at the address referred to above; and 2) submitted on the Contractor's business letterhead including the Contractors name and address, and VAT registration number (where applicable); and 3) the Council's Official Order Number
'Working Day'	any day other than a Saturday,

⁷ Delete this definition if there is either no tender or the tender is not being annexed to this Agreement

⁸ Where the tender is being annexed to this Agreement, please insert date of tender

Sunday or public holiday in England
and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation

- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.13 A reference to writing or written does not include e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to three years commencing on 1st September 2023
- 2.3** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to the extended Agreement period, save for any agreed variations in writing by the Parties to the terms of this Agreement or the Fees to be paid which are to apply during the extension period.
- 2.4** If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 39 (Consequences of Termination) shall apply

3. Estimated Annual Contract Value:

- 3.1** The Estimated Annual Contract value of the Standing Order Arrangement is £20,000 (twenty thousand pounds)

- 3.2** The Parties agree that the Council is not bound by the Estimated Annual Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor
- 3.3** The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement
- 4. Services**
- 4.1** The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement
- 4.2** The Contractor shall provide the services in such places and locations as set out in the Specification (or as agreed by the Parties from time to time)
- 4.3** The Contractor shall use its best endeavours to complete/deliver the Services by the time schedules set out in the Specification/[Order](#)
- 4.4** Issue of Orders :
- 4.4.1 During the Term the Council via Shire Services Head Office and Individual Sites may from time to time instruct the Contractor to carry out the Services in accordance with the Specification by issuing an Order to the Contractor in writing.
- 4.4.2 Each Order shall specify:
- 4.4.2.1 Name of the site where the service is required
- 4.4.2.2 The Services required;
- 4.4.2.3 The time periods for completion;
- 4.4.2.4 The relevant Agreed Prices applicable
- 4.4.3 The Council gives no guarantee as to the number, nature or volume of Services or Orders issued under this Agreement and reserves the right to appoint alternative or additional contractors to carry out the Services or to provide the Services itself.
- 4.5** The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties
- 4.6** The Contractor shall provide the Services in accordance with the Specification with all due skill, care and diligence and in accordance with good industry practice.
- 4.7** The Contractor shall provide the Services in accordance with all current

and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services

- 4.8** The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 4.9** The Contractor shall carry out its own risk assessments relevant to the Services.
- 4.10** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 33 (Complaints) hereof
- 4.11** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 4.12** Prior to the engagement by the Contractor of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Contractor shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
 - 4.12.1** that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 4.12.2** that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
 - 4.12.3** that a copy of the DBS check results are notified to the Council
- 4.13** The Parties agree that there shall be, on dates to be agreed, regular

informal reviews of the progress of the development of the Services between the Contractor and the Council to ensure that the Outcomes are being achieved.

- 4.14** In the event that an informal review reveals that the Services are not being delivered as required or that Outcomes are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Contractor by the Council
- 4.15** The Review meeting shall record in writing any amendments to the Outcomes agreed between the Council and the Contractor.
- 4.16** Where following a Review, the Council acting reasonably determines that the Contractor has not delivered the Services as required or met the Outcomes the Council may:
 - 4.16.1** serve the Contractor with a written notice ("Notice") within one month of the Review meeting specifying which [areas of the Services have not been delivered as required or which] of the Outcomes it considers that the Contractor has not met or failed to achieve and giving the Contractor one calendar month from the date of the Notice to remedy the failure
 - 4.16.2** if after one calendar month from the date of the Notice the Contractor has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Agreement and the Agreement may be terminated in accordance with the provisions contained in clause 37 (Termination) herein
 - 4.16.3** The Council shall take into account any verbal or written representations made by the Contractor before proceeding to take any action to terminate this Agreement pursuant to this clause.
- 4.17** Within twelve weeks of the last date of delivery of the Service and prior to the Expiry Date, the Contractor shall prepare and deliver to the Council a satisfactory Report recording the Outcomes together with its recommendations following the delivery of the Service.

5. Use of the [describe premises] and Facilities: NOT USED

6 Insurance

- 6.1** 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.
- 6.2** If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 6.3** 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 £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 6.3.1** 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
- 6.4** The Contractor warrants that it has complied with this clause 6 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 6, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

6.5 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

6.6 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.

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

6.7.1 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

6.7.2 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.

7 **Indemnity**

- 7.1** 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 professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Agreement to the extent that the defective performance is attributable to the acts or omissions of the Contractor or the Contractor Personnel
- 7.2** The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 7.3** Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the indemnities given in this clause 7
- 8. Fee rates based on time spent – NOT USED**
- 9. Payment**
- 9.1** Payment of the Fee(s) shall be made by the Council to the Contractor within

30 days of receipt of an undisputed Valid Invoice annually in advance

- 9.2** To assist payment of a Valid Invoice the Contractor shall also, where possible provide the Council with the following additional information:-

9.2.1 Pricing schedule per machine – as per Schedule C Part 1

- 9.3** The Parties agree that where the Contractor fails to submit a Valid Invoice, the Council shall be entitled to withhold payment until the Contractor submits the information required by the Council.

- 9.4** In the event of late payment, interest thereon shall be charged at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate.. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after Judgment.

- 9.5** The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.

- 9.6** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement

- 9.7** All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment

- 9.8** Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

10. The Council's Obligations

To enable the Contractor to perform its obligations under this Agreement the Council shall:

- 10.1** Co-operate with the Contractor and ensure that the Council's staff and agents co-operate with and assist the Contractor as is reasonable and appropriate
- 10.2** Provide the Contractor with any information reasonably required by the Contractor;
- 10.3** Comply with such other requirements as may be otherwise agreed between the parties.

10.4 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

11. Authorised Officer and Contractor Representative:

11.1 The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.

11.2 The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement

11.3 The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.

11.4 The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

12. Intellectual Property

12.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Contractor or any employee, agent or subcontractor of the Contractor:

12.1.1 in the course of performing the Services; or

12.1.2 exclusively for the purpose of performing the Services,
shall vest in the Council on creation.

12.2 Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement

12.3 The Contractor shall indemnify the Council against all claims, demands,

actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

12.4 This provision shall survive the expiration or termination of the Agreement.

13. Confidentiality

13.1 Subject to clause 13.2, the Parties shall keep confidential all matters relating to this Agreement and each Party shall use all reasonable endeavours to prevent their respective staff and Contractor Personnel from making any disclosure to any person of any matters relating hereto.

13.2 Clause 13.1 shall not apply to any disclosure of information:

13.2.1 required by any applicable law, provided that clause 25.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;

13.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this agreement;

13.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 13.1;

13.2.4 by the Council of any document to which it is a Party and which the Parties to this agreement have agreed contains no commercially sensitive information;

13.2.5 to enable a determination to be made under clause 34 (Disputes);

13.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

13.2.7 by the Council to any other department, office or agency of the Government; and

13.2.8 by the Council relating to this Agreement and in respect of which the Contractor has given its prior written consent to disclosure.

13.3 On or before the Expiry Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

13.4 The provisions of this Clause shall survive the expiration or termination of this Agreement.

14. Agreement and Transparency

14.1 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.

14.2 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.

14.3 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.

14.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

15 Council Data – NOT USED

16. Not Used

17. Not Used

18. Data Protection

18.1 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 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19. Council Data and Personal Information Audits

19.1 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 Not Used

19.1.2 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;

19.2 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.

19.3 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:

19.3.1 all information requested by the Council within the permitted scope of the audit;

19.3.2 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;

19.3.3 access to Contractor Personnel

19.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

19.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

19.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

19.7 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.

20. Assignment, Transfer and Sub-contracting

20.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
(a) assign any of its rights under this Agreement; or
(b) transfer all of its rights or obligations by novation,
to another person.

without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;

20.2 Any consent required under Clause 20.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

20.3 The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.

20.4 In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued

20.5 Subject to clause 20.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.

20.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 20, the Contractor shall remain responsible for all acts and omissions

of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

- 20.7** Where 20% or more of the Contractor's overall workforce is made up of people from agencies (or not employed directly by the Contractor's) this may be considered assignment or subcontracting of the Contractor's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

21. 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.

22. Publicity

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

23. Prevention of Bribery

23.1 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.

23.2 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.

23.3 If any breach of clause 23.1 is suspected or known, the Contractor must notify the Council immediately.

23.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 23.1, 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.

23.5 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 23.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 23.5, 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.

23.6 Any notice of termination under clause 23.5 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.

23.7 Despite clause 34 (Disputes), any dispute relating to:

- a) the interpretation of this clause 23; 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.

23.8 Any termination under clause 23.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

24. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

- 24.1** it will carry out the work by the Expiry Date
- 24.2** it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service
- 24.3** its Contractor Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Specification and Best Practice
- 24.4** it will use its best endeavours to achieve the Outcomes
- 24.5** it has full capacity and authority to enter into this Agreement
- 24.6** it has obtained all necessary and required licences, consents and permits to provide the Services
- 24.7** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services
- 24.8** NOT USED
- 24.9** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 24.10** The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:
 - 24.10.1** The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this

Agreement.

24.10.2 NOT USED

24.10.3 NOT USED

24.10.4 The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.

24.10.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.

24.11 The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.

24.12 If the Contractor performs the Services (or any part thereof) negligently or in breach of this Agreement, then if requested by the Council, the Contractor will re-perform the Services or relevant part thereof at no additional cost to the Council. The Council's request must be made within 3 months of the Expiry Date or termination of this Agreement]

24.13 the Contractor warrants that the signing of this Agreement on its behalf has been validly authorised and the obligations expressed as being assumed by the Contractor under this Agreement constitute valid legal and binding obligations of the Contractor enforceable against the Contractor in accordance with their terms.

24.14 The Contractor acknowledges and confirms that:

24.14.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;

24.14.2 it has received all information requested by it from the Council pursuant to sub-clause 24.14.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;

24.14.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause

- 24.14.2;
- 24.14.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 24.14.5** it has entered into this Agreement in reliance on its own diligence
- 24.14.6** as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 24.14.7** The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 24.14.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.
- 24.15** The Contractor agrees that where requested in writing during the term of this Agreement 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
- 24.16** In performing its obligations under this Agreement, the Contractor shall and shall ensure that each of its sub-

contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

25. Freedom of Information Act 2000 & Environmental Information Regulations 2004

25.1 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.

25.2 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.

25.3 The Contractor shall and shall procure that its Sub-contractors shall:

25.3.1 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;

25.3.2 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

25.3.3 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.

25.4 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.

- 25.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 25.6** 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:
- 25.6.1** 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 25.6.1 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.
- 25.7** 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.
- 25.8** 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 otherwise relating to any other party.

25.9⁹ Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:

Commented [CC910243]: To be reviewed on the award of the contract – unknown at this point whether a Public Body will be the contractor

25.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;

25.9.2 they are required by law to consider each and every Request for Information made under FOIA;

25.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.

25.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:

- (a) confirm or deny that information is held by the other party, or
- (b) disclose information required

to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.

25.9.5 each party shall bear its own costs of:

- a) assessing the application of any exemption under FOIA and/or
- b) responding to any FOIA notice and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

25.9.6 the Receiving Party shall in no circumstances be liable for any loss,

⁹ This sub-clause may be deleted if the Contractor is not a public body

damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

25.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

26 **Not Used**

27. **Equalities**

27.1 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.

27.2 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).

27.3 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

27.4 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.

27.5 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.

27.6 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.

28. Non-compliance

28.1. If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

28.2 If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

28.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 34 (Disputes):

- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:

(i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;
or

(ii) to recover such sums from the Contractor as a debt;
And/or

(b) to terminate the Agreement in accordance with clause 38
Termination

29. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

30. Sustainability

The Contractor will at all times use its best endeavours to assist the Council and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of the Council, copies of which are available on the Council's website

31. 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.

32. Safeguarding

32.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :

(a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

(b) monitor the level and validity of the checks under this clause 32.1 for each member of the Contractor's Personnel.

32.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed

or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

32.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 32 have been met.

32.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

32.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

32.6 Where the service requirement or specification specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 32.1 above.

32.7 NOT USED

33. Complaints Procedure

33.1 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.

- 33.2** 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:

33.2.1 is easy for complainants to access and understand

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

33.2.3 provides confidential record keeping to protect employees under this Agreement and the complainant

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

33.2.5 provides effective and suitable remedies

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

- 33.3** 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.

- 33.4** 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.

- 33.5** The Contractor shall ensure that:

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

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

33.5.3 someone who is independent of the matter complained of carries

out the investigation

33.5.4 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

33.5.5 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

33.5.6 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.

33.6 The Contractor 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

33.7 The Contractor 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.

33.8 Where the Council is investigating a complaint the Contractor is required to participate fully in all investigations within the timescales requested by the Council.

33.9 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 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.

34. Disputes

34.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-

34.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

34.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

34.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

35. Force Majeure

35.1 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 caused by a Force Majeure Event, provided that:-

35.1.1 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

35.1.2 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.

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

35.2.1 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

35.2.2 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.

35.3 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):-

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

35.3.2 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.

36. Rights of Third Parties

The Parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof).

37. Notices

- 37.1** Unless otherwise communicated to the Party in writing any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
- 37.2** A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

38. Termination

- 38.1** Either Party may terminate this Agreement by giving to the other Party at least three months' notice in writing.
- 38.2** Either Party may terminate this Agreement by notice in writing to the other if:
- 38.2.1** the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - 38.2.2** the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
 - 38.2.3** the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - 38.2.4** The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 28 (Non-Compliance).
 - 38.2.5** the other Party passes a resolution for winding up (other

than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

38.2.6 the other Party ceases to carry on its business or substantially the whole of its business; or

38.2.7 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

38.4 Where notice to terminate is given pursuant to this clause 38, this Agreement shall terminate with effect on the date specified in the notice

39. Consequences of Termination

39.1 Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination

39.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect

39.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination

39.4 Notwithstanding its obligations in this clause 39, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

39.5 upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's employees, agents or Sub-Contractors at the date of termination.

40. Transfer of Undertakings (Protection of Employment) Regulations

2006 (TUPE)

The Parties agree that the provisions of Schedule 4 shall apply to any Relevant Transfer of staff under this Agreement

41. Staffing Security– NOT USED

42. Security Requirements – NOT USED

43. Governing Law And Jurisdiction

It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts

44. Severance

If any provision of this Agreement prohibited by law or judged by any court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

45. Parent Company Guarantee NOT USED

It is a condition of this Agreement that if the Contractor is a subsidiary company 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. _____

46. Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

47. Agency, Partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

48. Conflict of Terms

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

49. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

IN WITNESS of this Agreement

Signed by Janet Croft, Shire Services Manager and on behalf of
Shropshire Council

.....

.....

Signed by and on behalf of

(Contractor)¹⁰

.....

Signature of authorised signatory

.....

Position in Company

Or

.....

.....

¹⁰ Insert the contractors name

Director

Director/Company Secretary

Print Name (s).....

SCHEDULE 1

SPECIFICATION

1. Definitions

The following definitions are in addition to the definitions contained in the main body of this Agreement.

“Budget Holder” refers to the person/s responsible for the individual budget assigned to each Property. The Council has delegated responsibility for most of the Properties covered under the scope of this Agreement, however it remains the Contractors responsibility to determine the individual arrangements for each Property.

“Contract Administrator”: means the officer appointed by the Council to manage the contract evidenced by this Agreement

“Contract”: means the contract evidenced by this Agreement

“COSHH”: means the Control of Substances Hazardous to Health.

“Method Statement”: refers to the health and safety document which identifies potential hazards that may arise during a particular task and outline the necessary precautions

“MEWPs”: means Mobile Elevating Work Platform

“MEWPs”: means Mobile Elevating Work Platform

“Normal Working Hours”: are defined as being between 08:00 and 17:00 Monday to Friday excluding any bank holidays

“Out of Hours”: refers to beyond the Normal Working Hours of Monday to Friday 08:00 to 17:00

Performance Monitoring System: means the RAG system adopted by the Council as more particularly described in this Specification and clause 28 of this Agreement

“Property” and “Properties”: – refers to the sites listed in Schedule 3 at which the Services shall be delivered and within the context of this Specification means in each case the entire premises where the inspection or repair work is to take place. This also covers the externals and roof of the Property or Properties.

“RAMS”: means Risk Assessment and Method Statement.

“Service Personnel” refers to those members of the Contractor's Personnel executing the Services on site.

“Skilled Person” refers to a person who possesses, as appropriate to the nature of the works to be undertaken, adequate education, training and practical skill, and who is able to perceive risks and avoid hazards involved in the delivery of the works encompassed by this contract.

2. Contract Description

The Contractor is required to provide the complete repair and maintenance of a

comprehensive range of cleaning equipment at approximately 105 sites throughout Shropshire and Walsall. The list of sites is shown at Schedule 3 to this Agreement. The Council may, during the Term, wish to add or delete sites from this Schedule. Such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Council.

The Contractor will be required to undertake the initial inspection of any equipment within 24 hours notification of the fault being reported by the Individual Site and will be required to provide a loan machine if any equipment is unable to be repaired on site, or requires replacement parts. Visits will be made as sites report machines needing maintenance or repair, there is not currently a planned schedule of maintenance.

The repair element of the Services will cover all circumstances of damage being cause to equipment e.g. wear and tear, vandalism, misuse etc.

3. Important Notes

The Contractor shall be responsible for visiting the site(s) to take its own maintenance and repair visits and shall make arrangements with the establishment for gaining access to the relevant areas.

The Contractors shall ensure that its Contractor Personnel carry a range of tools, suitable access equipment, equipment access keys, calibrated test instruments and any other necessary equipment to perform this function satisfactorily.

The Contractor shall provide supervisory staff to regularly monitor the performance and quality of the work of its Contractor Personnel.

The Contractor shall familiarise itself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site or carrying out the Services by the Contractor Personnel shall be made good at the Contractor's own expense to the satisfaction of the Council.

The Contractor Personnel must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site on all occasions.

The Contractor Personnel must behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

The works undertaken by the Contractor is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with.

4. Identity Passes

All Contractor Personnel shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of the Council. The passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be

available for inspection by premises staff or representatives of the Contract Administrator, at any time while the operative is on site. The passes are also to contain the engineers DBS number.

5. General Health and Safety

Each site shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on site.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the Service.

6. Legislation

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

- The Health and Safety at Work Act 1974 (HASAWA)
- Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
- Management of Health & Safety at Work Regulations 1999 (MHSWR)
- Construction and Design Management Regulations 2015 (CDM)
- Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)
- Personal Protective Equipment at Work Regulations 1992
- Personal Protective Equipment Regulations 2002
- Health and Safety (First Aid) Regulations 1981
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Electricity at Work Regulations 1989
- Regulatory Reform (Fire Safety) Order 2005 (RRFSO)
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013
- Manual Handling Operations Regulations 1992
- Provision & Use of Work Equipment Regulations 1998 (PUWER)
- Control of Noise at Work Regulations 2005
- Environmental Protection Act 1990
- The Control of pollution Act 1989
- F-Gas Regulations 2015
- Regulatory Reform (Fire Safety) Order 2005 (RRO)

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

The Contractor shall at all time adopt the working practices as defined in the RAMS.

7. Risk Assessments and Method Statements

The Contractor shall carry out a detailed and recorded "Risk Assessment" and 'Method Statement' for the works and submit two copies to the Council.

General Principle of Risk Assessment: The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work

The Contractor shall ensure that he undertakes a risk assessment and provides a method statement for his means of access to allow for inspection and testing.

Contractors are reminded that for certain hazardous operations, they will be required to prepare a method statement for the work. It is anticipated that such statements will include, where applicable 'the sequence and method of work'.

The Client will always require a method statement for any high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

8. Construction Phase Health and Safety Plan (CPP)

The Contractor shall provide a sufficiently detailed CPP that will demonstrate how the servicing element of the Contract will be managed safely across all Property's encompassed by the Contract.

In addition, suitably developed RAMS will routinely be required for the servicing element and any additional works identified by servicing. These will be available on site.

9. Control of Substances Hazardous to Health

All chemicals to be used in the servicing and cleaning process must be advised to the Contract Administrator complete with all your relevant COSHH Assessments and copy of the manufacturers Hazard Data Sheets for prior approval.

10. Business Continuity

The Contractor is required to have fully considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this Contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

11. Transport

The Agreed Prices shall be deemed to include all the transport costs of its Contractor Personnel.

12. Recalls

Return service visits within 28 days necessitated in the judgement of the Contractor Administrator by earlier inspection and test shall be at the Contractor's expense

13. Hazardous situations

Should a hazardous situation to the buildings occupants become apparent (i.e. failure of a system or electrical hazard), the appropriate service should be isolated and the situation drawn immediately to the Contract Administrator's attention by telephone on Shrewsbury (01743 250253).

14. Authorisation of Work

All work to be carried out beyond the scope of the Specification shall be authorised by the Council and Budget Holder before the work is undertaken. The Council reserves the right to seek competitive alternative quotations for any works that fall outside the scope of this Agreement.

15. Inspection of Work

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the work has been completed in accordance with the manufacturers and Council's requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault. No costs shall be incurred by the Council for this element of the contract.

16. Site Protection

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and protection of the public. The Contractor shall also erect and maintain any necessary temporary barriers or other means to protect and prevent accidental or unauthorised approach to potentially hazardous areas, such as incomplete plant or partially dismantled work platforms, unfenced drops, treated floor areas, hot or chemical processes etc. and remove on completion.

17. Taking of Photographs

Where the taking of photographs is necessary, the Contractor shall advise the Property manager of the site that its Contractor Personnel will be taking photographs, for inclusion within the formal servicing report. The Contractor shall ensure that it has obtained consent in writing from the relevant Property Manager before any photographs are to be taken.

18. Items under warranty

If during the course of the delivery of the Services at a Property, the Contractor's inspection of the Property reveals items of machinery defective or incorrectly installed, the Contractor shall notify the Council as soon as reasonably practicable to enable the Council to advise the manufacturer and to request that such defects be rectified under warranty.

19. Electrical Works

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a Skilled Person in a manner to comply with British Standards and relevant Legislation.

Once repairs and maintenance are completed on equipment, the Contractor requires that PAT testing is undertaken on all equipment.

20. Workmanship standards

All works executed under this contract shall be to standard expected by Skilled Person. The Council reserves the right to reject work at the Contractor's expense if the Council deems it to be unacceptable

21. Programme of Work

The repair and maintenance of cleaning equipment shall be undertaken when required by the Contractor.

It should be noted that an extremely flexible workforce shall be required on this Contract regarding hours of work, as a majority of schools shall need to be completed after 14:30 during term time or during school holidays if the school are able to grant access (please note this is not guaranteed). Please note there will be no additional costs applicable to the Council work carried done outside of normal working hours working.

22. Access

The Contractor shall make access arrangements for all breakdown / repair calls they receive with the Property before attending site to ensure access can be granted.

23. Spare Parts and Renewals

Rectification of highlighted defects shall only be undertaken in accordance with clause 14.

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed, with all removed equipment to be removed from site and correctly disposed of at the Contractor's expense in line with relevant legislation.

The Contractor shall only use new spares, except when otherwise directed. Reconditioned parts are not acceptable, with the exception of no longer obtainable parts.

Random checks of replaced parts may be carried out by the Council. The Contractor shall reimburse the Council for any parts that have been changed and subsequently are found to be in working order.

The Council reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

24. Live Working

A robust safe system of works shall be adopted at all times, as defined in produced RAMS, to minimise the dangers of any live working required during the inspection.

The guidance contain with HSG85 shall be adhered to at all times as a minimum

25. Repair and Maintenance Reports

The Contract Administrator may, during the period of the contract, wish to amend the method of service reporting – i.e. uploading to the cloud

25.1 Service Reports

The Contractor shall submit electronically within 7 days of the repair or maintenance visit a typed report containing the following information to the Contract Administrator:

1. Contractor's name and address and emergency contact details
2. Property number
3. Property name
4. Type of repair or maintenance work
5. Date of repair or maintenance work

6. Make, model and serial number of equipment
7. Location of equipment
8. Defects found
9. Defects corrected
10. Detailed description of parts fitted
11. Note if follow up quotation required for further works
12. Name and Signature of service engineer
13. Signature of a Responsible Officer on site

The Contractor shall provide draft forms for approval.

25.2 Information to be supplied

The Contractor will supply the following information:

- (a) Data on an annual basis of all repairs and maintenance works completed on behalf of the Council showing the quantity and detail of services provided per site for that year and in total.
- (b) The Council reserves the right to request the above information for any time frame at any frequency (should this be required) giving details of products delivered to individual establishments using the arrangement.
- (c) This information should be presented throughout the period of the contract, in a format which is acceptable to the Council.
- (d) Should the Contractor fail to provide the required usage information, the Contractor will be deemed to be in breach of contract. It is considered that such a breach will be sufficient for the contract to be terminated.
- (e) There may be requirements during the period of the Contract for the Contractor to provide other statistical information relevant to the operation of this contract.
- (f) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to the Council

26. Repairs and Maintenance Call out orders

(a) Requests for Repair and Maintenance Call outs will be made by Shropshire Council Shire Services Head Office and site based staff in consultations with the Head Office Area Management Team to the supplier.

(b) The Council and Individual Sites may place orders for the supply of services at the terms agreed at any time during the period of offer and the placing of each order constitutes an acceptance of the Standing Offer and thus creates a contract for the supply of those items so ordered.

(c) The Contractor may be required to introduce a system of electronic invoicing during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Council and at no cost to the Council.

(d) The Contractor may be required to introduce a system of electronic ordering during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Council and at no cost to the Council.

27. Storage and Delivery

(a) Upon receipt of official orders from the Council , the Contractor will supply and deliver the services required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.

(b) Deliveries must be made fully in accordance with the requirements of the Council. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.

(c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. The Contractor must ensure it has a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.

28. Inspection Procedures

The service work shall be carried out according to the provisions of the relevant British Standards and industry guidance

29. Call Outs and Emergency Repairs

The Contractor shall be required to provide a 24 hour 365 day per year emergency breakdown service. Answer phone services are not acceptable.

The Contractor shall be able to respond to instructions to attend an emergency breakdown repair by attending site within 24 hours from receipt of call from the Council.

Breakdowns shall be given priority over non breakdown (maintenance) visits and must be completed within 24 hours from receipt of a call, unless otherwise agreed with the Council.

For breakdowns reported during normal working hours the Contractor will be issued verbally with an order.

The charges and rates for breakdowns and emergency breakdowns i.e. labour rates, materials and travelling rates, together with any special conditions, shall be as indicated on the Tender for work included in the rates per machine per annum.

The Contractor shall provide details of operatives 'on-call' for the out of normal hours breakdown service. Details which shall include names & contact numbers shall be available at the commencement of the contract. These details shall be updated to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each contract extension of the Contract and prior to times of public holidays e.g. Easter, Christmas etc.

The Contractor shall report to the Contract Administrator if it is unable to complete a repair and inform that person the course of action it is taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

Random checks of replaced parts may be carried out by the Council. The Contractor shall reimburse the Council for any parts that have been changed and subsequently are found to be in working order.

Schedule 2

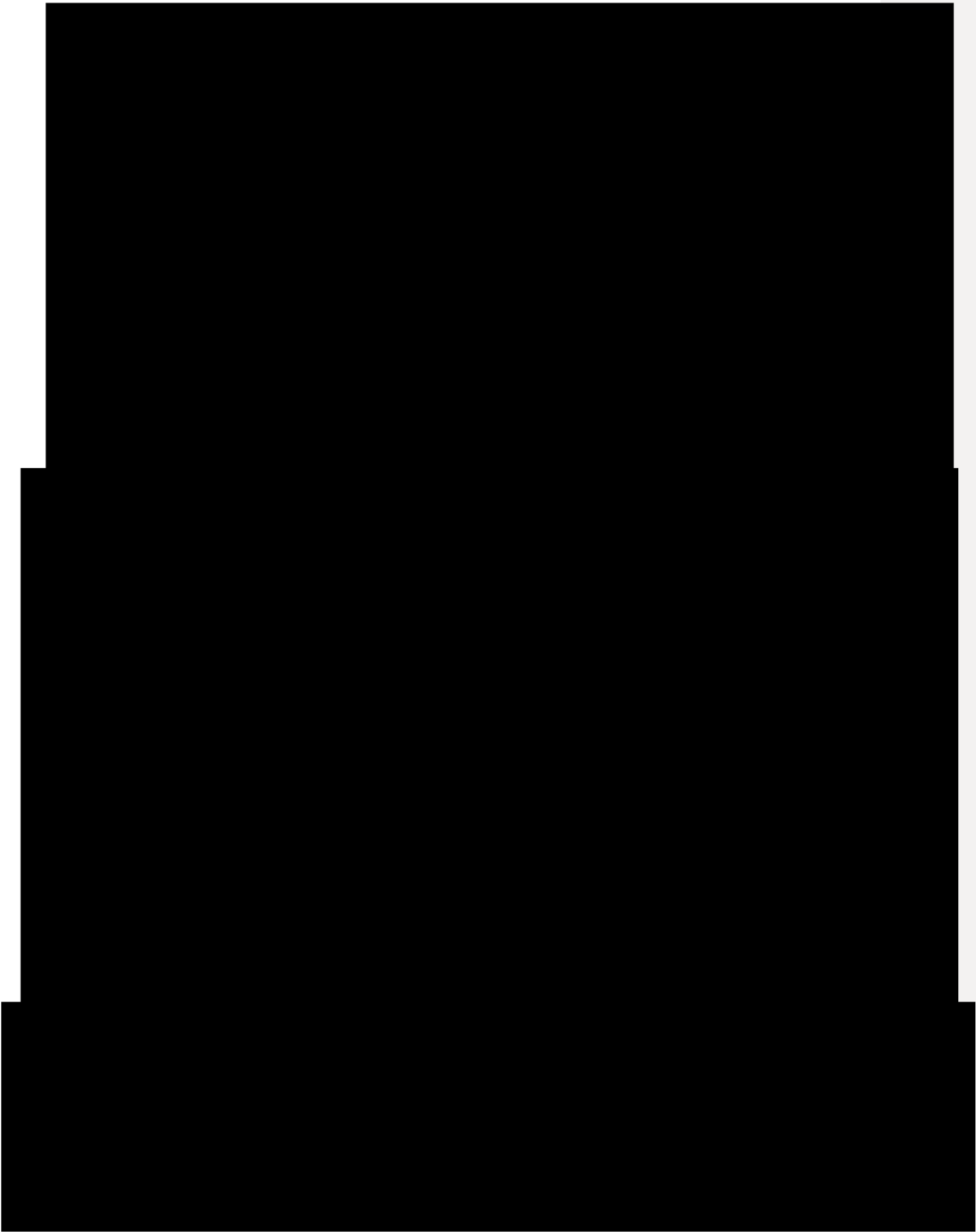
Support Services Provided by the Contractor NOT USED

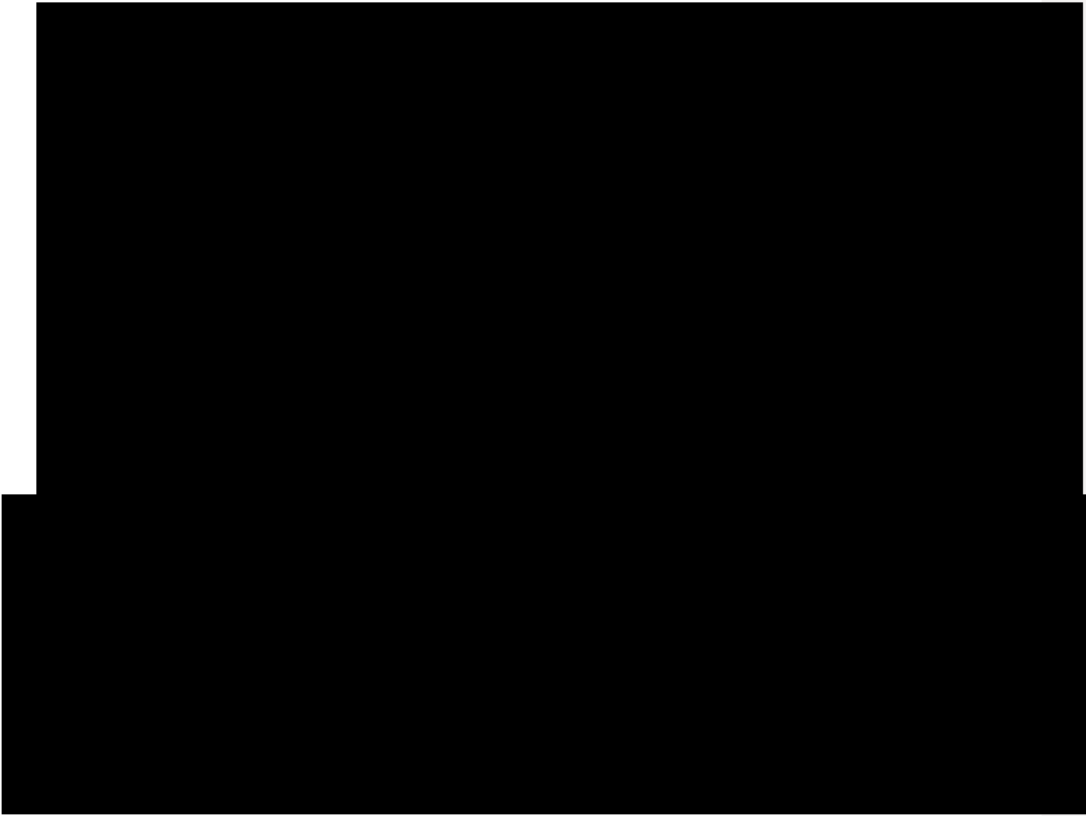
Schedule 3











SCHEDULE 4

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 Council [or any Former Provider] to 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 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.

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.

7.1 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 7.1, 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.

Section 2 Pensions NOT USED

Annex A.

Admission Agreement NOT USED

Annex B. Transferring Council Employees NOT USED

Annex C. Transferring Former Provider Employees NOT USED

Annex D. List of Notified Sub-contractors NOT USED

Schedule 5
Outcomes

ITEM TO BE MONITORED	TARGET TO BE MET
Adherence to 24 call out delivery	95%
Reports received within 7 days of repair or maintenance visit	95%
Accuracy of report documentation	95%

Schedule 6 NOT USED

Schedule 7
Joint Controller Agreement NOT USED
[Schedule 8
Security NOT USED

Appendix 1

Tender



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

7th October 2021

Dear Bidder

**ROCS 002 - MAINTENANCE & REPAIR OF CLEANING EQUIPMENT
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

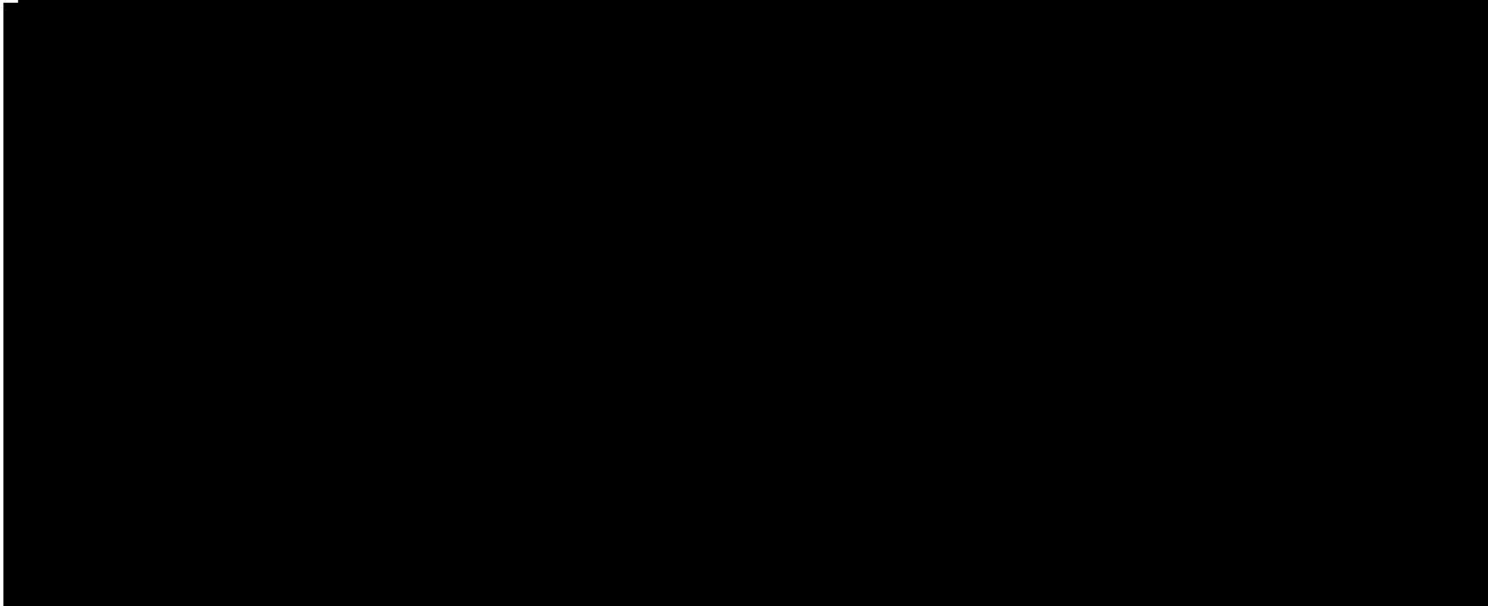
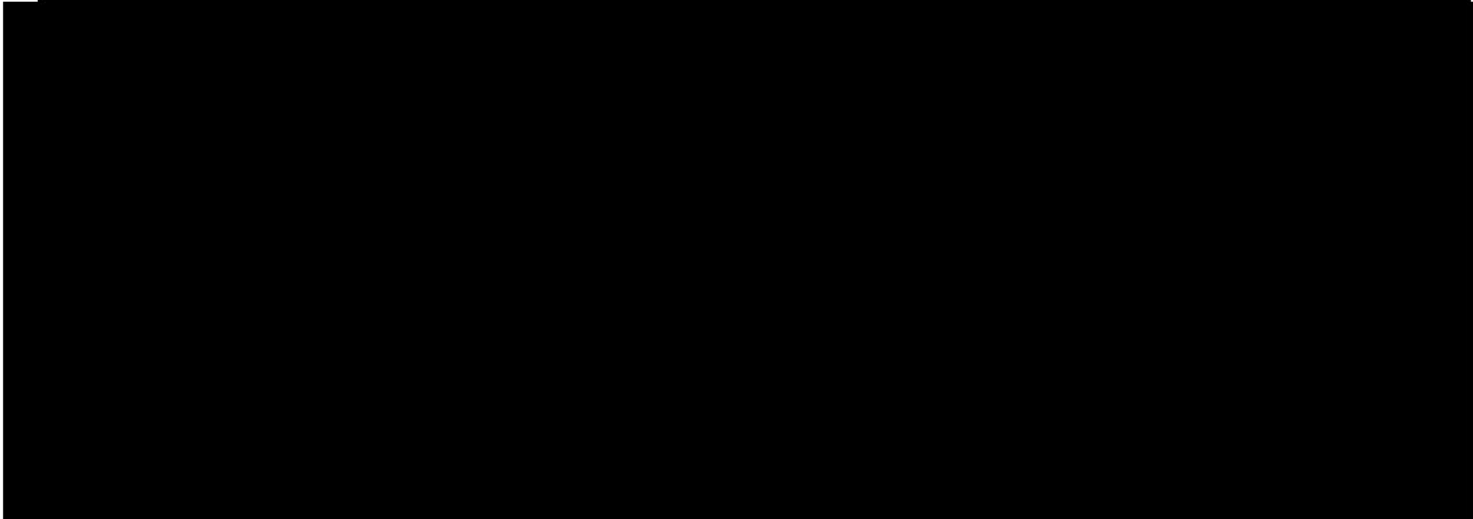
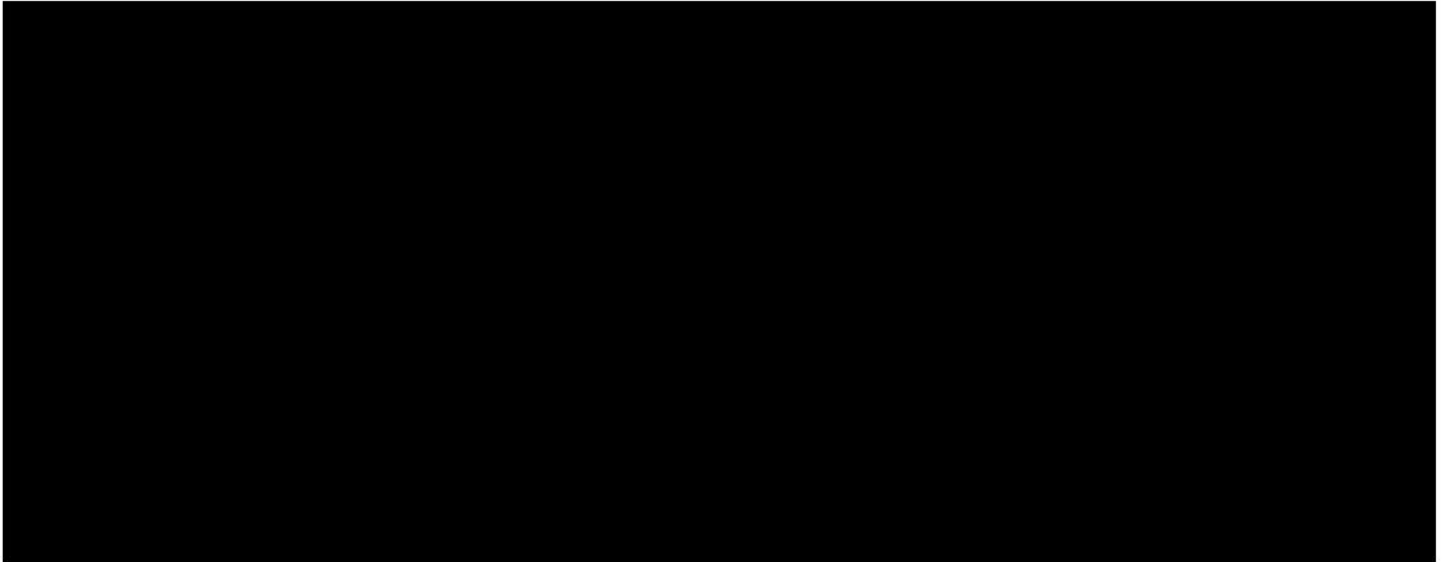
This is an Award Decision Notice.

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

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 18th October 2021.

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

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

A large black rectangular redaction box covering the signature area.

GB-Shrewsbury: ROCS 002 - Maintenance & Repair of Cleaning Equipment

Competitive Contract Award Notice

Associated Parent Notice

CompetitiveContractNotice - GB-Shrewsbury: ROCS 002 - Maintenance & Repair of Cleaning Equipment

1. Title: GB-Shrewsbury: ROCS 002 - Maintenance & Repair of Cleaning Equipment

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement Manager, Attn: Procurement Manager

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Repair and maintenance services of electrical machinery, apparatus and associated equipment. This is a contract award notice to provide the complete repair and maintenance of a comprehensive range of cleaning equipment at approximately 105 sites throughout Shropshire and Walsall.

The successful tenderer will be required to undertake the initial inspection of any equipment within 24 hours notification of the fault being reported by the individual Council site, and will be required to provide a loan machine if any equipment is unable to be repaired on site, or requires replacement parts. Visits will be made as sites report machines need maintenance or repair, there is not currently a planned schedule of maintenance.

All/any replacement floor tools, hoses and pipes for vacuum cleaners are to be included in your tender.

This repair contract will cover all circumstances of damage being caused to equipment e.g. wear and tear, vandalism, misuse etc.

Maintenance contractors will be expected to make site visits during school hours and therefore it is a requirement of both Shropshire Council and Walsall Council that any work person entering a school should have successfully undergone a DBS check prior to starting work on a site.

The contract is for an initial period of 2 years commencing 1st December 2021, with the option to extend for a further 3 year period to 30th November 2026.

.

5. CPV Codes:

50532000 - Repair and maintenance services of electrical machinery, apparatus and associated equipment.

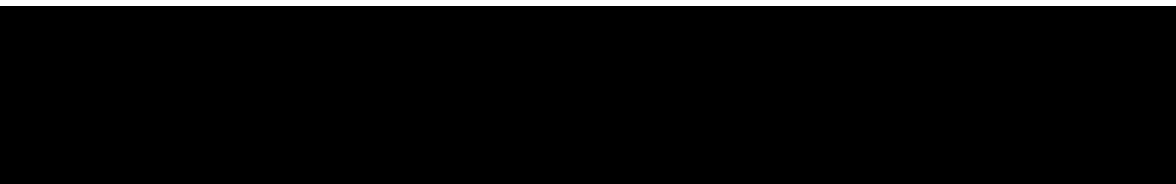
6. NUTS Codes :

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: ROCS 002

9. Awarded to:



Is Awardee likely to subcontract?: No Awarded to SME?: Yes

10. Date of Contract Award: 07/10/2021

11. Number of Tenders Received: 2

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.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=632338515>

TKR-20211123-PRO-19279826

Suitable for VCO: Yes

Procedure Type:OPEN

Period of Work Start date: 01/12/2021

Period of Work End date: 30/11/2023