

UK-Shrewsbury: Kitchen equipment.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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



NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Kitchen-equipment./276229CEC8>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-title/276229CEC8> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: Not provided

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: RMCS 035 - Replacement & Renewal of Heavy Kitchen Equipment

Reference Number: RMCS 035

II.1.2) Main CPV Code:

39221000 - Kitchen equipment.

II.1.3) Type of contract: SUPPLIES

II.1.4) Short description: This is a framework arrangement for the replacement and renewal of kitchen equipment. Shropshire Council is seeking a maximum of up to three contractors, that must be able to provide the vast majority of items listed in the ITT documents, to be accepted onto the framework . Accepted contractors will have to have meet all the pass/fail requirements and receive a minimum 60% of the quality score overall being 240 weighted marks.

II.1.5) Estimated total value:

Value excluding VAT: 520,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: This is a framework arrangement for the replacement and renewal of kitchen equipment. Shropshire Council is seeking a maximum of up to three contractors, that must be able to provide the vast majority of items listed in the ITT documents, to be accepted onto the framework . Accepted contractors will have to have meet all the pass/fail requirements and receive a minimum 60%

of the quality score overall being 240 weighted marks.

Geographical areas covered by this arrangement will be Shropshire, Herefordshire, Worcestershire, West Midlands, North Wales and Staffordshire.

The framework arrangement will commence on 1st March 2022 for an initial period of 2 years with the option to extend for a further period of up to 2 years.

During the framework period further competitions will be conducted from time to time to secure formal quotations for our operational requirements from all the successful suppliers on the framework. The following criteria will apply to the further competitions:-

For supply of equipment only:

Cost – 70%

Quality of product & specification offered – 15%

Proposed Delivery Time – 15%

For supply & installation of equipment:

Cost – 60%

Quality of product & specification offered – 10%

Proposed Delivery time and Installation timescale– 10%

Proposed methodology for installation – 20%

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 40

Cost criterion - Name: Price / Weighting: 60

II.2.6) Estimated value:

Value excluding VAT: 520,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/03/2022 / End: 29/02/2024

This contract is subject to renewal: Yes

Description of renewals: This contract can be extended for a further period of up to 2 years from 1st March 2024

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

See tender documents

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: 3

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 05/01/2022 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 05/01/2022

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 4 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional 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-UK-Shrewsbury:-Kitchen-equipment./276229CEC8>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/276229CEC8>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

[REDACTED]

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

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

[REDACTED]

VI.5) Date Of Dispatch Of This Notice: 23/11/2021

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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

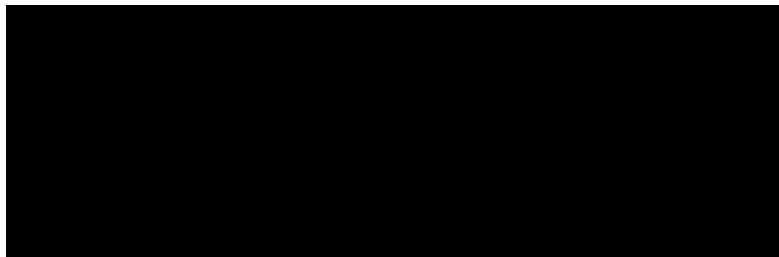
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

NUTS Code: UKG22

**Commissioning Development & Procurement
Finance Governance & Assurance**

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Dear Bidder

**RMCS 035 – REPLACEMENT & RENEWAL OF HEAVY KITCHEN EQUIPMENT
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. Appendix 1 - Pricing Schedule

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 5th January 2022** 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

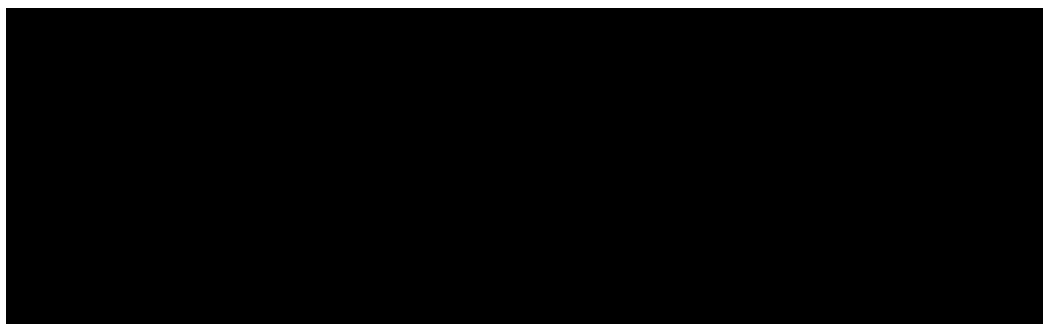
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **13th December 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

**RMCS 035 – REPLACEMENT &
RENEWAL OF HEAVY KITCHEN
EQUIPMENT**

Shropshire Council Instructions for tendering

Contract Description:

This is a framework arrangement for the replacement and renewal of kitchen equipment. Shropshire Council is seeking a maximum of up to three contractors, that must be able to provide the vast majority of items listed in the ITT documents, to be accepted onto the framework. Accepted contractors will have to have meet all the pass/fail requirements and received a minimum 60% of the quality score overall being 240 weighted marks.

Geographical areas covered by this arrangement will be Shropshire. Herefordshire, Worcestershire, West Midlands, North Wales and Staffordshire.

The framework arrangement will commence on 1st March 2022 for an initial period of 2 years with the option to extend for a further period of up to 2 years.

During the framework period further competitions will be conducted from time to time to secure formal quotations for our operational requirements from all the successful suppliers on the framework. The following criteria will apply to the further competitions:-

For supply of equipment only:

Cost – 70%

Quality of product & specification offered – 15%

Proposed Delivery Time – 15%

For supply & installation of equipment:

Cost – 60%

Quality of product & specification offered – 10%

Proposed Delivery time and Installation timescale– 10%

Proposed methodology for installation – 20%

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1.0 Invitation to Tender

- 1.1** You are invited to tender for acceptance onto a framework for the supply and delivery of heavy kitchen equipment as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1st March 2022 with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the Draft Framework 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 Framework Agreement of Shropshire Council 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, 5th January 2022**.
- 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 **13th December 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 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 to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement

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 Draft Framework Agreement, 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. If accepted, the Contractor will form part of a framework of service providers of **3** who will be asked to quote as appropriate for individual pieces of work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above

Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for **individual items**. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general **increases / decreases in market prices**

All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.

- 15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the framework arrangement being **1st March 2022**.

16.0 Special Terms and Conditions

16.1 Operation of Contract

Tenderers are required to submit prices on the basis of a cost price for equipment, a price for delivery and installation costs. The total cost is to include **all expenses** incurred in the delivery of all ordered items 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 cost 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 November 2021 and 18th November 2021. 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 supply the replacement & renewal of heavy kitchen 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 this arrangement;

- i) To a framework of 3 contractors

16.4 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 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.

16.5 Important Notes

Contractors shall be responsible for visiting the site(s) to take all their own measurements, site surveys, necessary particulars and shall make arrangements with the establishment for gaining access to the relevant areas.

The Contractor shall have the means to comply with the terms of the contract, bearing in mind that the equipment within the premises will be of a differing manufacture.

The Contractor's 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.

Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to read and sign the onsite Asbestos Register prior to the commencement of any work. All operatives working on the servicing and repair of equipment must be in possession of valid asbestos awareness training, copies of these training records are to be submitted to the Client. The Contractor is to exercise extreme caution and remain vigilant when working on equipment, as the internals of the units are likely to have been excluded from an asbestos management survey due to the non-intrusive nature of the inspections that the reports are generated from.

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.

16.6 Hours of Work

Normal Daytime Hours are defined as: - 8am to 5pm 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 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.

16.8 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.

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

16.9 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)
- Control of Substances Hazardous to Health Regulations 2002 (Amendment 2004)
- 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
- Confined Space Regulations 1997
- Working at Height Regulations 2005 (WAHR)
- Working at Height Regulations (Amendment 2007) (WAHR)
- The Control of Asbestos Regulations 2012
- F-Gas Regulations 2015
- Regulatory Reform (Fire Safety) Order 2005 (RRO)
- The Gas Safety (Installation and Use) Regulations 1998
- The Gas Safety (Installation and Use) Regulations (Amendment) 2018

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

16.10 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 sample 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.

All works shall be carried out in strict accordance with the requirements of “The Work at Height Regulations 2005.

The Contractor shall ensure that all personnel employed upon this contract are suitably trained and experienced and competent to work at height.

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 the following types of work:-

- • Demolition
- • Steel erection
- • Entry into confined spaces
- • Handling and removal of asbestos
- • Use of explosives (including cartridge tools)
- • Roof works and other overhead work
- • Contaminated sites or buildings
- • Other 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.

16.11 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.

However, for all works that fall under the scope of Construction (i.e. outside of servicing), as defined under the CDM regulations, the Contractor shall ensure that a specific CPP is available on site and reflects the safety arrangements relevant to that site. For example, protection of the public, exposure to asbestos, electricity and confined spaces, etc. See HSE site for further information.

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.

16.12 PAT Testing of Appliances

Any electrical work or work servicing and repairing electrical controls, components will require that on completion of the installation a full EICR and PAT testing certification will be undertaken where appropriate.

Evidence of these testing certifications should be made available to the contractor.

16.13 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.

16.14 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.

16.15 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.

16.16 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.

16.17 Access to Plant and Equipment

The Contractor is to supply all suitable access equipment required to gain safe access to all parts of the installation.

The Contractor shall supply all access equipment, including ladders, platforms, MEWPs and mobile units etc., to gain access to all plant & equipment at the properties listed within the Schedule of Properties (Appendix 1).

The Contractor shall ensure that their operatives are fully trained and competent to use the access equipment required and utilised to safely access areas required.

The Contractor shall allow in their costs, those that will be incurred by moving stored items to allow access to plant along with subsequent reinstatement.
No additional costs shall be charged by the Contractor for any of the above.

16.18 Transport

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

16.19 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.

16.20 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 site staff and Shire Services contact for the individual works.

16.21 Authorisation of Work

All work to be carried out beyond the scope (i.e. repair work) 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.

16.22 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.

16.23 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 installation 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.

16.24 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.

16.25 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.

16.26 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 meetings may be reduced based upon the Client's requirements, the frequency may be increased to address areas of poor performance.

16.27 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 installation report. Approval shall be granted before any photographs are to be taken.

16.28 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.

16.29 Items under warranty

If during the course of the Contractor's inspection of the Property, they find new items of plant defective or incorrectly installed, they are to notify the Client so as the original installing contractor can be called upon to rectify the defect(s) under warranty.

16.30 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.

16.31 Electrical Works

Any electrical work or work servicing and repairing electrical controls, components will require that on completion of the installation a full EICR and PAT testing certification will be undertaken where appropriate.

The Client requires that upon installation of electrical equipment, the client received an Electrical Installation Condition Report (EICR).

16.32 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.

All Skilled personnel undertaking gas works will be required as a minimum to be 'Gas Safe qualified. All operatives working on the installation of gas equipment must be in possession of valid asbestos Gas Safe certification and ID cards training, copies of training records are to be submitted to the Client.

The contractor is required to be a member of the NICEIC Approved Contractor scheme for electrical contractors undertaking design, installation, commissioning and maintenance of electrical installations to BS 767.

16.33 Access

The Contractor shall make access arrangements at least two working weeks in advance with the Head or Manager of each Property, giving notification that access to the Property is required and to ensure that access will be available for the time required to undertake the service and inspection routine.

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.

Failure to comply with this requirement will result of non-payment of abortive visit charges. A record of with whom contact was made with, will be required in order to sanction abortive visit charges. All work referred to in this Specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Council in overtime payments to their own or Contractor's staff.

16.34 Prices

- a) The basis of the arrangement will be the Contractor's cost price in total.

Tenderers are required to submit prices for the complete range of Heavy Equipment Items detailed in Appendix A – Pricing Schedule which will form the price to be charged on each invoice. **This price should be all-inclusive and INCLUDE all the costs stated in question 1.1.**

The contractor's purchase price used in the calculation for the tendered price in Appendix A – 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. The products offered should where possible, be those specified in the schedule. If, however, you are unable to offer the brand specified, you may offer an equivalent branded products.

- b) The tendered prices must be exclusive of VAT and must include all packing charges (including bags, cases, cans, drums and other containers).

- 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.

16.35 Price Verification

- 16.35.1 The prices quoted as at **29th December 2021** form the basis of the Arrangement but as prices may change during the lifetime of the arrangement, the procedure for price variation will be as follows:-

16.35.2 **For the replacement and renewal of Heavy Equipment**

Contractor(s) are required to submit copies of invoices covering the period 1st November and 18^h November 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 products they wish to see invoices for and will arrange to visit the supplier prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for goods supplied.

- 16.35.3 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.

- 16.35.4 In order to verify any price movements the Contracting Authority or its representatives will notify the Contractor of those products they wish to see invoices for and will arrange to visit the supplier during the fourteen days prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for goods supplied.

16.36 Variation of Specification

The Contractor shall not alter the specification of any goods, 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.

16.37 Quality Assurance

The Contractor(s) 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.

16.38 Inspection of Goods & Services

16.38.1 The Contractor(s) will allow the Contracting Authority, any of their staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of greengroceries at the premises of the Contractor(s), before despatch, during transit or at the place of delivery. The Contractor(s), his agents and servants shall give the Contracting Authority and their staff all reasonable assistance to enable them to check the quantity and/or quality of the heavy equipment or to inspect the Contractor(s)' premises.

The rights of the Contracting Authority under the Standing Offer Arrangement will not be prejudiced if analyses or tests are not carried out.

16.39 Orders

- (a) The Contracting Authority may place orders for the supply of goods 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.
- (b) 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.
- (c) 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.
- (d) The Contracting Authority will not hold itself responsible or be liable for payment for goods unless requisitioned by an official order signed by an authorised officer of that Authority. In the case of any emergency the Contractor will supply on the oral instruction given on behalf of the Authority which will be confirmed by the Authority on an official order. If the Contractor does not receive such confirmation within two days he should notify the appropriate Head of Service or establishment.

16.40 Storage and Delivery

- (a) Upon receipt of official orders from the Contracting Authority, the Contractor will supply and deliver the goods 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.
- (c) The Contractor will exercise due care and attention when making deliveries to the Contracting Authority. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.
- (d) The goods ordered are to be delivered free of charge at the risk of the Contractor, to the delivery point(s) specified in the purchase order. The goods must be off loaded by the Contractor and placed in position as directed. If goods are incorrectly delivered, the Contractor will be held responsible for any additional expense incurred in delivering the goods to their correct destination.

Important - No alternative products should be substituted without the prior written approval of the Authority's representative.

If, for any reason, the Contractor fails to deliver to individual establishments on the scheduled delivery day, the Contractor must deliver the goods on the next working day.

- (e) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (f) The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.

All contractor's personnel entering an establishment, must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.

16.41 Delivery Notes

All supplies of heavy equipment made to individual establishments against this contract must be accompanied by a delivery note from the supplier stating (as appropriate):

THE CONTRACTOR'S NAME AND ADDRESS
 THE DELIVERY POINT ADDRESS
 THE PURCHASE ORDER NUMBER

THE DATE OF DELIVERY
THE CORRECT DESCRIPTION OF THE GOODS BEING SUPPLIED INCLUDING
THE NUMBER OR WEIGHT OF EACH ITEM

One copy of the delivery note is to be retained by the representative of the Authority, authorised to accept delivery. The other copy is to be signed and returned to the Contractor by the said representative.

16.42 Payment

(a) School Kitchens

Payment in respect of deliveries to school kitchens may be made to the Contractor by electronic payment system, with payment being made by the Contracting Authority within 28 days if an electronic payment system is implemented. This electronic payment will be made under a format/procedure which is acceptable to the Contracting Authority. Tenderers are required to submit their detailed proposals within the tender response document.

The Contractor will be required to offer an extra discount to the Contracting Authority for payment ahead of the Contractor's normal trading terms on the implementation of a direct billing system.

The processing of credit notes will also be included in this electronic payment system.

(b) Other Establishments

Payment in respect of deliveries to other establishments will be made in accordance with the following, although during the lifetime of the arrangement it is possible that they may also wish to make payment by electronic payment as detailed in a) above.

- Invoices

An invoice bearing the same information as the delivery note, together with all prices calculated and totalled, must be sent with the goods direct to the individual establishment/delivery point when the goods are delivered.

Payment of the invoices will be due at the end of the next complete calendar month following date of delivery, or as otherwise agreed by the Authority and the Contractor.

16.43 Information to be supplied

The Contractor will supply the following information:

(a) Data on an quarterly and annual basis of all products purchased by the

individual Authority showing the quantity and value for both in that year both for individual items 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.
- (e) Copies of all relevant accreditations and qualification certification at start of contract, and as these are renewed or updated for the length of the contract. Minimum certification requirements will be those which are noted as mandatory requirements for suppliers for this contract.

16.44 Rejection of Goods

- (a) The Contracting Authority or its representatives have the power to reject any goods if in their opinion, the Contractor has not complied with all Terms and Conditions relating to the Standing Offer Arrangement.
- (b) Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Contracting Authority.
- (c) In the event of rejection the Contractor will:
 - (i) immediately replace the goods with those of the required quality/specification;
 - (ii) remove the rejected goods at the Contractor's own expense within 7 days of rejection.

Any rejected goods which have not been removed within 7 days will be disposed of by the Contracting Authority and the Contractor will be charged with all expenses incurred. The Contracting Authority will not be liable for any loss or expenses suffered by the Contractor as a result of disposal. Any replacement or removal of goods shall not prejudice any other action that the Contracting Authority may take.

16.45 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.

16.46 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 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

16.47 Delegation

The Contractor shall not delegate the whole or part of this Standing Offer Arrangement to any other person or company without the prior approval of the Contracting Authority.

16.48 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.

16.49 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.

16.50 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 2 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

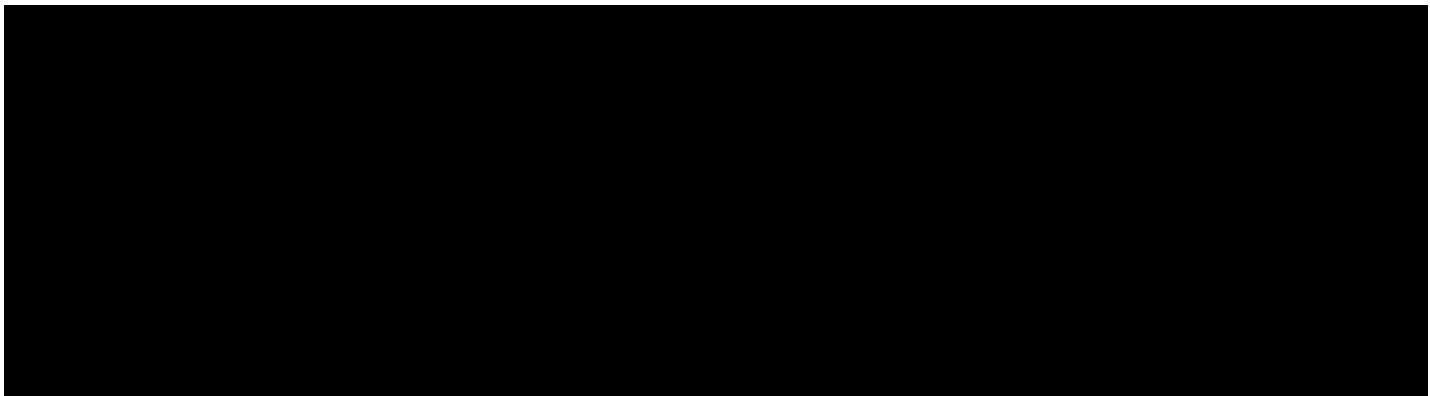
20.0 Declaration

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 may cause financial loss to the Council.



Tender Response Document

RMCS 035 –REPLACEMENT & RENEWAL OF HEAVY KITCHEN EQUIPMENT



Shropshire Council Tender Response Document

Contract Description/Specification:

This is a framework arrangement for the replacement and renewal of kitchen equipment. Shropshire Council is seeking a maximum of up to three contractors, that must be able to provide the vast majority of items listed in the ITT documents, to be accepted onto the framework. Accepted contractors will have to have meet all the pass/fail requirements and receive a minimum 60% of the quality score overall being 240 weighted marks.

Geographical areas covered by this arrangement will be Shropshire, Herefordshire, Worcestershire, West Midlands, North Wales and Staffordshire.

The framework arrangement will commence on 1st March 2022 for an initial period of 2 years with the option to extend for a further period of up to 2 years.

During the framework period further competitions will be conducted from time to time to secure formal quotations for our operational requirements from all the successful suppliers on the framework. The following criteria will apply to the further competitions:-

For supply of equipment only:

Cost – 70%

Quality of product & specification offered – 15%

Proposed Delivery Time – 15%

For supply & installation of equipment:

Cost – 60%

Quality of product & specification offered – 10%

Proposed Delivery time and Installation timescale– 10%

Proposed methodology for installation – 20%

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	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	22
Section C	Tender and Pricing Schedule	30

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	SSIP Certificate – This is a mandatory requirement
Section B Part 2 Section 2	DBS requirements – This is a mandatory requirement
Section B Part 2 Section 2	Gas Safe Registration – This is a mandatory requirement
Section B Part 2 Section 2	Gas Safe Qualifications – 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	Renewal & replacement of kitchen equipment	60 / 600 max marks
Total for price		60 / 600 max marks
Quality 30% (300marks)		
Section C / Q 2.1	Procedures for permissions to carry out hot work	5 / 50 max marks
Section C / Q 2.2	Method Statement	5 / 50 max marks
Section C / Q 2.3	Case Study	5 / 50 max marks
Section C / Q 2.4	Risk Assessment	5 / 50 max marks
Section C / Q 2.5	Training	5 / 50 max marks
Section C / Q 2.6	Gas / Electrical Legislation	5 / 50 max marks
Total for quality		30 / 300max marks
Social Value 10% (100 marks)		
Section C / Q 3.1	Social Value proposals	10 / 100 max marks
Total for Social Value		10/ 100 max marks

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures

<https://www.shropshire.gov.uk/social-value/>

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 300 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.

Accepted contractors will have to have meet all the pass/fail requirements and receive a minimum 60% of the quality score overall being 180 weighted marks.

Price Evaluation and scoring

Price will be evaluated by using the prices tendered in section C, question 1.1 as follows:

1. Q 1.1 Provision of replacement and renewal of equipment – 60% (600 max marks)

This will be evaluated by using the total basket cost tendered in Appendix 1 Pricing Schedule requested in Section C question 1.1. Please note if you fail to submit a price for individual items the Contracting Authority will insert the average tendered price received for that item for the purposes of evaluation. However, if tenderers fail to bid for the vast majority of items their tenders may be rejected.

During the course of the framework the competitiveness of the contractor's equipment pricing will be kept under scrutiny and should any Contractor fail to maintain competitive prices they may be suspended or removed from the Framework. Prices put forward in further competition should accord to the prices bidders have submitted in this tender or be more competitive.

During the framework period further competitions will be conducted from time to time to secure formal quotations for our operational requirements from all the successful suppliers on the framework. The following criteria will apply to the further competitions:-

For supply of equipment only:

Cost – 70%

Quality of product & specification offered – 15%

Proposed Delivery Time – 15%

For supply & installation of equipment:

Cost – 60%

Quality of product & specification offered – 10%

Proposed Delivery time and Installation timescale– 10%

Proposed methodology for installation – 20%

Social Value Evaluation and Scoring

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

The tender receiving the highest initial mark for Social Value overall will receive the full 100 marks available for Social Value. 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 Social Value overall.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for RMCS 035 – Replacement & Renewal of Heavy Kitchen 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 replacement and renewal of heavy kitchen 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.

Name of tendering organisation:

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.

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:

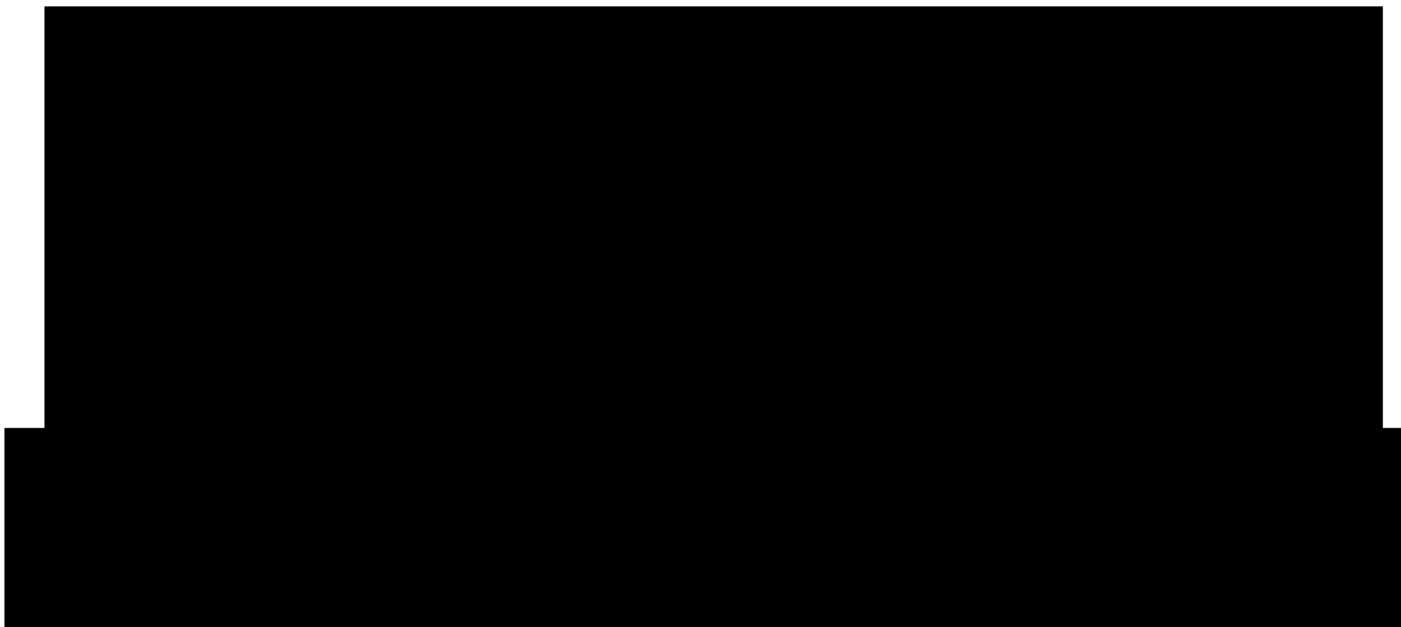
I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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.

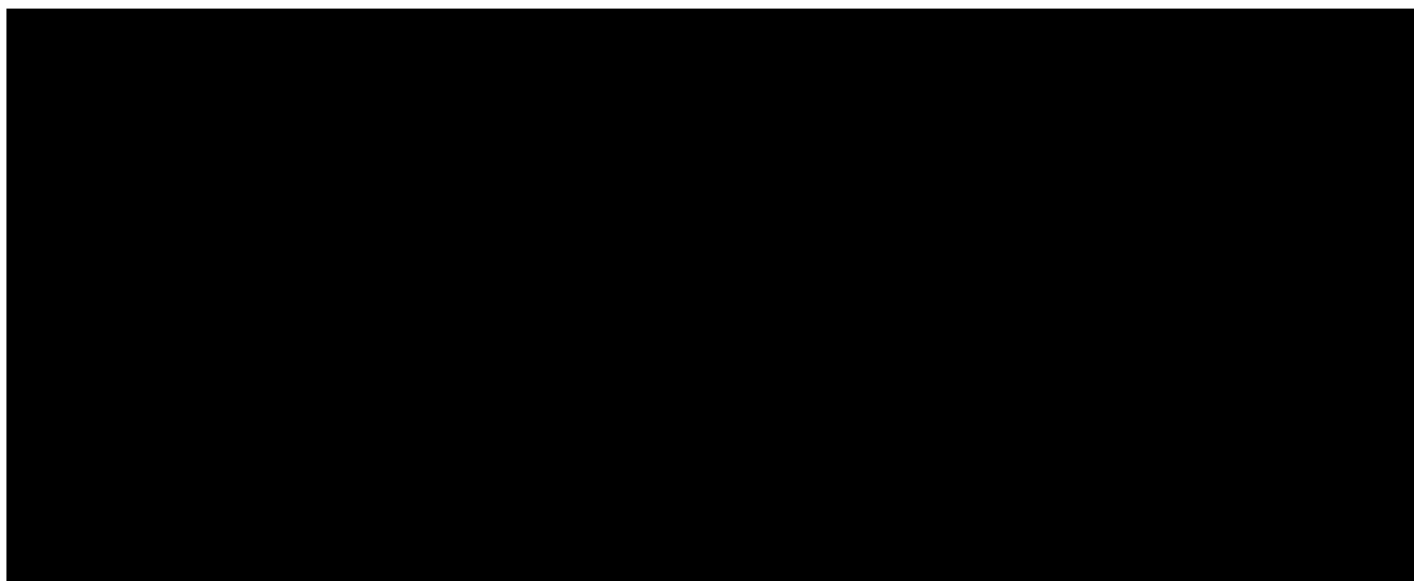
4. Declaration of Connection with Officers or Elected Members of the Council

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?

A large rectangular area of the document is completely redacted with a solid black fill, covering the response to the declaration question.

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.

A large rectangular area of the document is completely redacted with a solid black fill, covering the response to the declaration question.

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SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 2.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

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) 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 - 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: - 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: - 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.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?				
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-contractor				

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.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a</p>	

	relevant ground for exclusion? (Self Cleaning)	
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and 	

	<ul style="list-style-type: none"> to regularly test, assess and evaluate the effectiveness of the above measures.
2.5	<p>Do you currently hold any SSIP (Safety Schemes in Procurement) certificate with the SSIP logo on it i.e. CHAS Accreditation, SMAS, EXOR, Safecontractor, Safe-T-Cert, Acclaim Accreditation Certificate as these are included in the Health and Safety requirements by Shropshire Council</p> <p><u>This is a Mandatory Requirement</u></p> <p>If YES please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: Reference No: Date accreditation expires or is to be renewed:</p>
2.6	<p>Have all of your employees at your Company (that visit sites) been through the Enhanced DBS (Disclosure and Barring Service) checking processing including child and/or adult barred list check?</p> <p style="text-align: right;">All YES / NO</p> <p style="text-align: right;">Copies Enclosed YES / NO</p> <p><u>This is a Mandatory Requirement</u></p>
2.7	<p>Are you currently Gas Safe Registered?</p> <p><u>This is a Mandatory Requirement</u></p> <p>If YES to 3 please supply the following details as well as a copy of any certificates.</p> <p>Organisation: Reference No: Date membership expires or is to be renewed:</p> <p>Please tick here if a copy of certificates attached</p>
2.8	<p>Please provide evidence of Engineers Gas Safe Commercial qualification</p> <p>Please tick box to confirm copy is enclosed</p> <p><u>This is a Mandatory Requirement</u></p>

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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
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	

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	

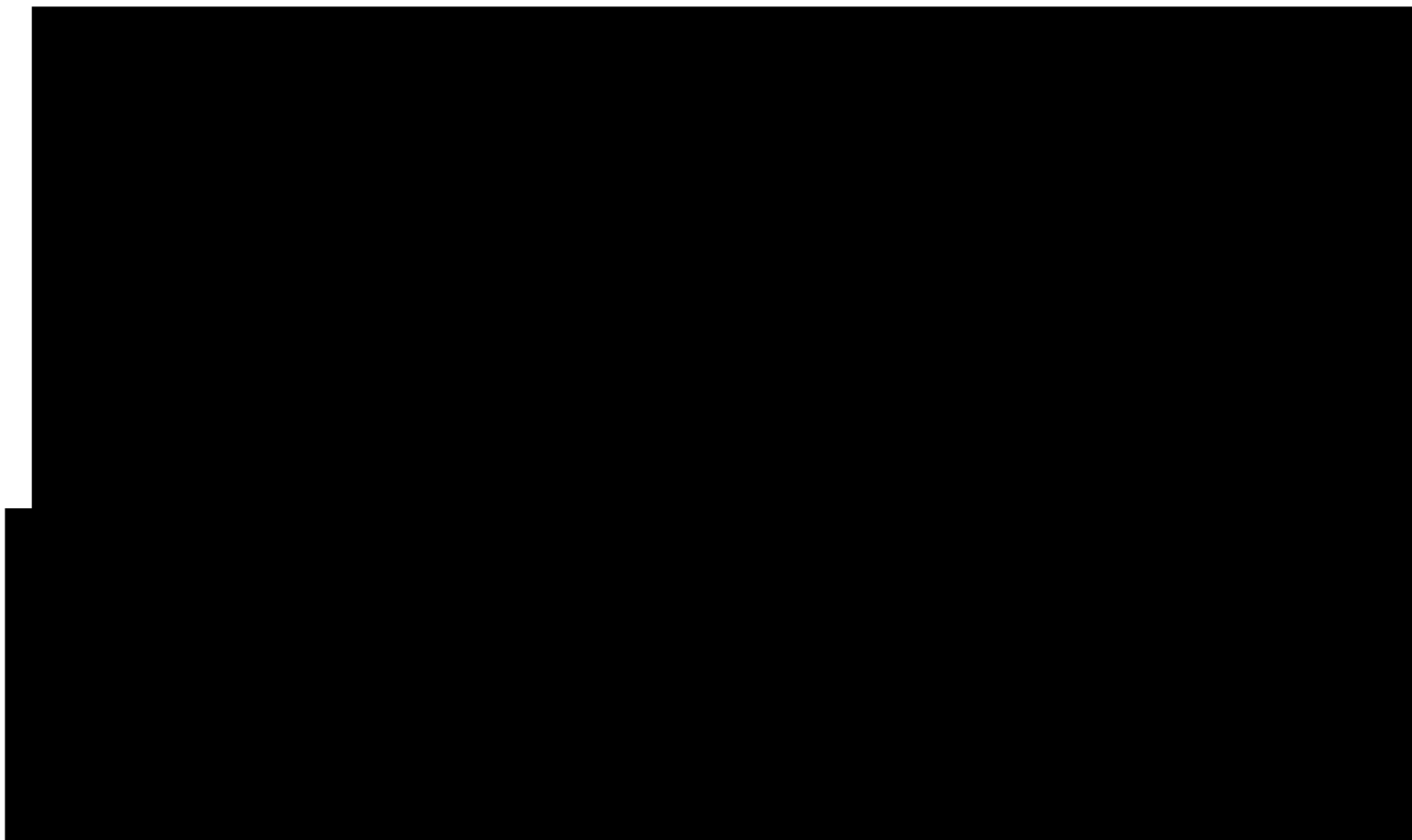
	the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:
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Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>



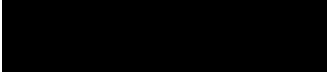
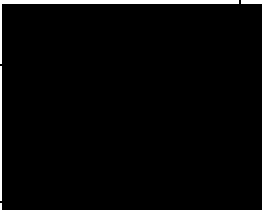
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
	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?	

8. Additional Questions

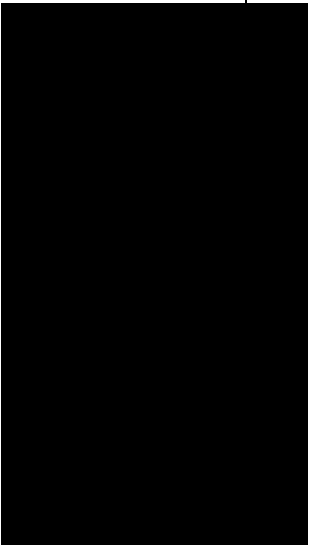
Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement 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 = £5Million</p> <p>Product Liability Insurance = £2 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>	
8.2	Skills and Apprentices 4 –	
a.	<p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?</p>	

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country 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>	

	You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent 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?

8.4 – 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 the 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?

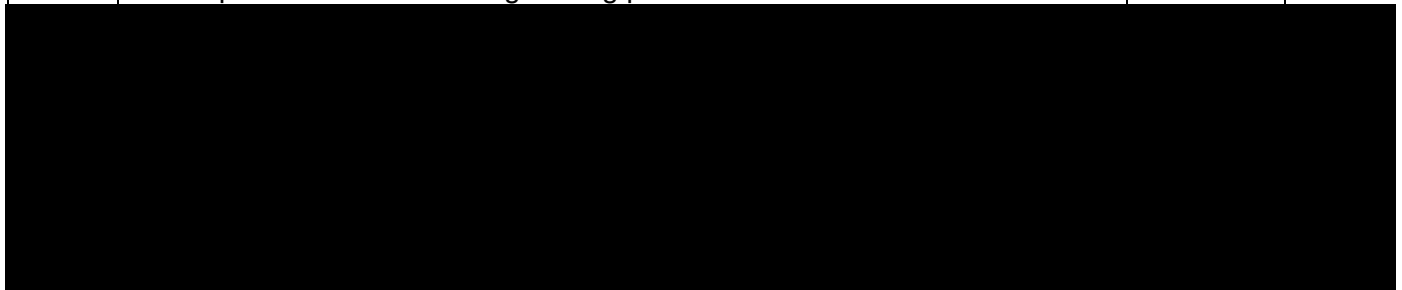
8.5 – Health & Safety

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?

8.6 Safeguarding of adults and children

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

*	<p><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> <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.</i> <i>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? 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/ I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p>



THIS AGREEMENT is dated

2021

PARTIES

- (1) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (**Authority**).
- (2) incorporated and registered in England and Wales with company number whose registered office is at (**Supplier**).

BACKGROUND

- (A) The Authority wishes to set up a Framework Agreement to facilitate the procurement of kitchen equipment which are described in further detail in the Specification (“the Services”).
- (B) The Supplier has offered to provide the Services by a Tender dated
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a Framework Agreement through which the Authority may procure the Services by entering into a Contract in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (E) It is the Parties' intention that the Authority has no obligation to place Orders with the Supplier under this Framework Agreement or at all.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representatives: means the persons respectively designated as such by the Authority and the Supplier to act in such capacity in respect of this Framework Agreement.

Available Services: means the supply or the supply and installation of kitchen equipment as set out in Schedule 2.

Call-off Terms and Conditions: means the terms and conditions in Schedule 3.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means

Commented [CC1169011]: To be completed on award

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement 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.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Authority and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

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

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

GDPR: means the General Data Protection Regulation ((EU) 2016/679) as they apply and are incorporated into UK Law by UK GDPR

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

Information: has the meaning given under section 84 of the FOIA.

Initial Term: the period commencing on the Commencement Date and ending on

Commented [CC1169012]: To be completed on award

Intellectual Property Rights: means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Law: means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

OJEU Notice: means the contract notice dated published in the Official Journal of the European Union.

Order: means an order for Services sent by the Authority to the Supplier in accordance with the award procedures in *clause 4*.

Order Form: means a document setting out details of an Order in the form set out in Schedule 2 or as otherwise agreed in accordance with clause 4.6.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Holding Company shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Supplier and 'Parties' shall be construed accordingly

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 Framework Agreement;
- (c) committing any offence:

- (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

Regulations: means the Public Contracts Regulations 2015 (*SI 2015/102*).

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen 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 Framework Agreement or any other affairs of the Authority.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the services to be provided by the Supplier to the Authority pursuant to a Contract.

Specification: means the specification for the Available Services as set out in Schedule 1.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the Suppliers or service providers that enter into a Subcontract with the Supplier.

Supplemental Tender: means the documents submitted to the Authority in response to a Call-Off ITT.

Tender: means the tender submitted by the Supplier to the Authority on a copy of which is appended to this Framework Agreement.

Commented [CC1169013]: To be completed on award

Term: means the period of the Initial Term as may be varied by:

- (i) the Authority granting an extension in accordance with clause 2.2; or
- (ii) earlier termination of this Framework Agreement in accordance with its terms.

Termination Date: means the date of expiry or termination of this Framework Agreement.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

- 2.1 The Framework Agreement shall take effect on the Commencement Date and shall continue for the Term
- 2.2 The Authority may extend this Framework Agreement beyond the Initial Term for a further period of two years. If the Authority wishes to extend this Framework Agreement, it shall give the Supplier at least 3 months' written notice of such intention before the expiry of the Initial Term.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to Authority.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for any or all of the Available Services from the Authority during the Term.
- 3.3 The Authority may at its absolute discretion and from time to time order any or all of the Available Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term.. If there is a conflict between *clause 4* and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any or all of the Available Services under this Framework Agreement are required the Authority shall:
- (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in *clause 4*.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

4. AWARD PROCEDURES

Awards under the Framework Agreement

- 4.1 If the Authority wishes to award a Contract it may do so following a mini-competition held amongst all those Framework Providers who are capable of performing the

Services and shall issue an invitation to tender (a “Call-Off ITT”) to each of them in respect of the services in accordance with Clause 4.2

4.2 The Call-Off ITT shall:

4.2.1 Specify;

- (a) The Available Services required; and
- (b) The duration of which the Available Services are required; and
- (c) The date and time by which tenders are to be received; and
- (d) The location at which the tenders are to be received.

4.3 The Call-Off ITT shall also specify the evaluation criteria for the award of the Contract which shall be based on the evaluation criteria of the Framework Agreement and shall be:

4.3.1 For the supply of equipment only:

- (a) Cost– 50%; and
- (b) Quality of product & specification offered – 50%
- (c) Proposed delivery time – 15%

4.3.2 For the supply & installation of equipment:

- (a) Cost– 60%; and
- (b) Quality of product & specification offered – 10%
- (c) Proposed delivery time and installation timescale– 10%
- (d) Proposed methodology for installation – 20%

4.4 Subject to clause 4.5, the Authority will place an Order with the successful Framework Provider.

4.5 Notwithstanding the fact that the Authority has followed the procedure set out above for Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Services.

Form of Order

4.6 Subject to clause 4.1 to clause 4.5 above, the Authority may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 2

or such similar or analogous form agreed with the Supplier including systems of ordering involving fax, e-mail or other online solutions.

Accepting and declining Orders

4.7 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:

- (a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or
- (b) notify the Authority that it is able to fulfil the Order by signing and returning the Order Form.

4.8 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil an Order; or
- (b) the time limit referred to in clause 4.7 has expired;

then the Order shall lapse and the Authority may then send that Order to another Framework Provider in accordance with the procedure set out in clauses 4.1 and 4.2.

4.9 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

- (a) reissue the Order incorporating the modifications or conditions; or
- (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.8 shall apply.

4.10 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Contract;
- (b) the Order Form except the Appendices to the Order Form;
- (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form;
- (d) any other document referred to in the clauses of the Contract.

6. PRICES FOR SERVICES

6.1 The fees/charges/rates submitted by the Supplier in its Tender shall form the basis of how the Supplier shall calculate its prices under any Contract.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

The Supplier warrants and represents to the Authority that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Tender and SQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and

- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

8. SERVICE PRE-REQUISITES

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

SUPPLIER'S INFORMATION OBLIGATIONS

9. FRAMEWORK MANAGEMENT MEETINGS

- 9.1 The Parties shall meet every six months following the date of this Framework Agreement ("Framework Management Meetings") to discuss the operation of this Framework Agreement and/or the Services and consider any matter which may affect this Framework Agreement or the Services.
- 9.2 The Framework Management Meeting shall be attended by the Authorised Representatives.
- 9.3 The Parties may agree at any time to change the frequency at which the Framework Management Meetings are held.

10. CONFIDENTIALITY

- 10.1 Subject to clause 10.2 the Parties shall keep confidential the Confidential Information of the Parties and all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 10.2 Clause 10.1 shall not apply to any disclosure of information:
 - (a) required by any applicable law or to any disclosures required under the FOIA or the Environmental Information Regulations;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
 - (c) 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 10.1;

- (d) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 17;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (h) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

11. DATA PROTECTION

- 11.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 11.2 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

12. FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 12.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting

or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

13. PUBLICITY

- 13.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 13.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 13.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

14. GUARANTEE – NOT REQUIRED

It is a condition of this Agreement that if the Supplier is a subsidiary company then its Ultimate Group/Holding Company must guarantee the performance of this Agreement and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

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FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

15. TERMINATION

Termination on Default

- 15.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
 - (a) where the Supplier commits a substantial and material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;

- (b) where any the Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
- (c) any warranty given by the other party in clause 7 of this agreement is found to be untrue or misleading;
- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

Termination on insolvency and Change of Control

15.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;]

- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within [14] days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(a) to clause 15.2(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

15.4 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Supplier.

16. CONSEQUENCES OF TERMINATION AND EXPIRY

16.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 16.

16.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

16.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential

Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

- 16.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 16.5 The provisions of clause 7, clause 10, clause 12, clause 13, clause 16, clause 18, and clause 28 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

17. DISPUTE RESOLUTION

- 17.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Authority and a Director of the Supplier (or a person nominated by a director of the Supplier) who shall attempt in good faith to resolve it; and
 - (c) 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

GENERAL PROVISIONS

18. PREVENTION OF BRIBERY

18.1 The Supplier:

- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
- (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 Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.

18.2 The Supplier shall:

- (a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- (b) within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 18 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

18.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

18.4 If any breach of clause 18.1 is suspected or known, the Supplier must notify the Authority immediately.

18.5 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of clause 18, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documents.

18.6 The Customer may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 18.1.

18.7 Any notice of termination under clause 18.5 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
- (c) the date on which this Framework Agreement will terminate.

18.8 Despite clause 17, any dispute relating to:

- (a) the interpretation of this clause 18; or
- (b) the amount or value of any gift, consideration or commission,
shall be determined by the Authority and its decision shall be final and conclusive.

18.9 Any termination under this clause 18 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

19. SUBCONTRACTING AND ASSIGNMENT

19.1 Subject to clause 19.1 and clause 19.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority

19.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

19.3 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

20. VARIATIONS TO FRAMEWORK AGREEMENT

No variations to this Framework Agreement shall be effective unless it is in writing and signed by duly authorised representatives of the Parties.

21. THIRD PARTY RIGHTS

- 21.1 Save for any terms which expressly confer a right on the Parties either as a class or individually the Parties do not intend that any term of this Framework Agreement to be enforceable by any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise

22. SEVERANCE

- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 22.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. INTEREST

- 24.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

25. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26. ENTIRE AGREEMENT

26.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 26 shall operate to exclude any liability for fraud.

26.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Framework Agreement.

27. NOTICES

27.1 Except as otherwise expressly provided within this Framework Agreement, no notice from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

27.2 Any notice which is to be given by either Party to the other shall be given by letter (sent by hand, pre-paid first class post, or other next Working Day delivery service), or by fax or e-mail (confirmed in either case by letter)]. Such letter, fax or e-mail shall be addressed to the other Party in the manner referred to in clause 27.3. Any notice shall be deemed to have been received:

(a) if delivered by hand at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting;

(c) if sent by fax or email, at the time of transmission, or, if this time falls outside working hours in the place of receipt, when working hours resume. In this clause 27.2(c), working hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 For the purposes of clause 27.2, the address of each Party shall be:

(a) For the Authority:

Jane Croft

Shire Services, Shropshire Food Enterprise Centre, Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG

For the attention of: Service Manager

Tel: 01743 250258

E-mail: janet.croft@shropshire.gov.uk

(b) For the Supplier:

Address:

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27.4 Either Party may change its address for service by serving a notice in accordance with this clause.

28. GOVERNING LAW AND JURISDICTION

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of SHROPSHIRE COUNCIL

Signed by
for and on behalf of Director

Commented [CC1169016]: To be completed on award

Schedule 1 Available Services and Specification

1. **Available Services** - The Supplier shall supply (and install where appropriate) the following kitchen equipment:

Purpose	Equipment description	Detail
Food Mixers	1.1KW minimum 1.5KW	Bench mounted 20 quart capacity with grater attachment Floor standing 30 quart capacity with grater attachment
Food Slicers		10 inch blade
Ovens		Gas 6 burner range double door oven 3 shelves Electric single tier 6,4 & 3kw convection with stand Electric solid top double door oven 3 shelves 10 grid combi convection self-clean with water softener oven with stand 20 grid combi convections oven self-clean with water softener over with stand
Deep fat fryers		Single basket gas Single basket electric Single tank double basket gas Single tank double basket electric
Microwave		800 watt 1000 watt
Water boiler		10 litres plumbed in
Vegetable prep		3 disk 550 + watt
Potato rumbler		Floor standing Counter top
Fridge	White	Single door 400 litre/600 litre/1200 litre

	Potato Oven	Chilled multideck display unit lockable 1200mm Chilled multideck display unit lockable 1500mm 30 capacity 60 capacity
Cleaning and hygiene	Insecto meters Grease traps Washing machine Water softener	 1000 spin speed, 5kg washload, must have 90 degree wash cycle To suit dishwashers above and combi ovens – if required

2. Specification

Definitions

RAMS: Risk Assessment Method Statement

Important notes

The Supplier shall be responsible for visiting the site(s) to take all its own measurements, site surveys, necessary particulars and shall make arrangements with the establishment for gaining access to the relevant areas.

The Supplier shall have the means to comply with the terms of the Contract, bearing in mind that the equipment within the premises will be of a differing manufacture.

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

The Supplier's tendered costs shall include costs that will be incurred for any administrative duties such as photocopying, providing duplicate electronic reports and communication costs.

The Supplier 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 by the Supplier or its Sub-contractors shall be made good at the Contractor's own expense to the satisfaction of the Authority.

The Supplier shall make good any damage caused to the Property by the Supplier or its Sub-contractors during the Contract at the Contractor's own expense to the satisfaction of the Authority.

The Supplier and its 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.

Asbestos Management Regulation – The Supplier shall be aware that there is a mandatory requirement to read and sign the onsite Asbestos Register prior to the commencement of any work. All operatives working on the servicing and repair of equipment must be in possession of valid asbestos awareness training, copies of these training records are to be submitted to the Authority. The Supplier is to exercise extreme caution and remain vigilant when working on equipment, as the internals of the units are likely to have been excluded from an asbestos management survey due to the non-intrusive nature of the inspections that the reports are generated from.

The Supplier must ensure that all employees working for the Supplier and any Sub-contractors 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 Supplier 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.

The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Authority, at any time while the operative is on site. The passes are also to contain the engineers DBS number.

Hours of Work

Normal Daytime Hours are defined as: 8am to 5pm Monday to Friday excluding Statutory and Bank Holidays. Please note there will be no additional costs payable by the Authority for work carried outside Normal Daytime Hours, as some sites may require working outside the Normal Daytime Hours.

Identity passes

All Supplier employees and its Sub-contractors shall, at the Supplier's expense, be provided with identification passes which meet the minimum acceptable standards of the Authority Representative.

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 Authority, at any time while the operative is on site. The passes are also to contain the engineers DBS number.

General Health and Safety

The site shall be maintained as a clean area at all times free of any litter or debris. The Supplier 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 Supplier shall provide suitable first aid facilities on site.

The Supplier 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.

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

Legislation

The Supplier'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
- Control of Substances Hazardous to Health Regulations 2002) (Amendment 2004)
- 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
- Confined Space Regulations 1997
- Working at Height Regulations 2005 (WAHR)
- F-Gas Regulations 2015
- Regulatory Reform (Fire Safety) Order 2005 (RRO)
- The Gas Safety (Installation and Use) Regulations 1998
- The Gas Safety (Installation and Use) Regulations (Amendment) 2018

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

Risk Assessments and Method Statements

The Supplier shall carry out a detailed and recorded “Risk Assessment” and ‘Method Statement’ for the works and submit the same to the Authority before commencing work..

General Principle of Risk Assessment: The risk assessment shall identify what measures the Supplier 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 Supplier shall ensure that he undertakes a risk assessment and provides a method statement for his means of access to allow for inspection and testing.

All works shall be carried out in strict accordance with the requirements of “The Work at Height Regulations 2005.

The Supplier shall ensure that all personnel employed upon a Contract are suitably trained and experienced and competent to work at height.

The Supplier is reminded that for certain hazardous operations, it 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 Supplier will always require a method statement for the following types of work:-

- Demolition
- Steel erection
- Entry into confined spaces
- Handling and removal of asbestos

- Use of explosives (including cartridge tools)
- Roof works and other overhead work
- Contaminated sites or buildings
- Other 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.

Construction Phase Health and Safety Plan (CPP)

For all works that fall under the scope of Construction (i.e. outside of servicing), as defined under the CDM regulations, the Supplier shall ensure that a specific CPP is available on site and reflects the safety arrangements relevant to that site. For example, protection of the public, exposure to asbestos, electricity and confined spaces, etc. See HSE site for further information.

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.

PAT Testing of Appliances

Where appropriate, the Supplier will be required to undertake a full EICR and PAT testing certification when carrying out any electrical work or work servicing and repairing electrical controls and components..

Evidence of these testing certifications should be made available to the Authority.

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 the Suppliers relevant COSHH Assessments and copies of the manufacturers Hazard Data Sheets for prior approval.

Data Protection

The Supplier shall comply with the Data Protection obligations contained in the Contract..

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.

The Supplier 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.

Business Continuity

The Supplier is required to have fully considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on the Contract should the Supplier's resources or operations be compromised through an unplanned event. The Supplier 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.

Access to Plant and Equipment

The Supplier is to supply all suitable access equipment required to gain safe access to all parts of the installation.

The Supplier shall supply all access equipment, including ladders, platforms, MEWPs and mobile units etc., to gain access to all plant & equipment at the properties listed within an Order.

The Supplier shall ensure that their operatives are fully trained and competent to use the access equipment required and utilised to safely access areas required.

The Supplier shall allow in its costs, those that will be incurred by moving stored items to allow access to plant along with subsequent reinstatement.

No additional costs shall be charged by the Supplier for any of the above.

Transport

The prices submitted by the Supplier shall be deemed to include all transport cost for work persons performing work within the Contract.

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.

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 site staff and Shire Services contact for the individual works.

Authorisation of Work

All work to be carried out beyond the scope of the Specification (i.e. repair work) shall be authorised by the Authority Representative before the work is undertaken.

Consumables

The prices submitted by the Supplier 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.

Inspection of Work

The Supplier may 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 installation work carried out and that the work has been completed in accordance with the manufacturers and Authority's 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 by the Authority for this element of the contract.

Site Protection

The Supplier 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 Supplier 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.

Taking of Photographs

The Supplier shall advise the Head of school and college sites that their engineers will be taking photographs, for inclusion with the formal installation report. Approval must be obtained from the Head before any photographs are to be taken.

Items under warranty

If during the course of the Suppliers inspection of the Property, it find new items of plant defective or incorrectly installed, it is to notify the Authority so as the original installing contractor can be called upon to rectify the defect(s) under warranty.

Named Contacts and Service Personnel

The Supplier shall appoint and supply the details of a dedicated personnel to carry out the administrative duties required of the Supplier. The details are to be provided to the Authority along with alternative details to cover leave and sickness.

Any changes to the Service Personnel used under a Contract shall be advised to the Authority immediately, with the Supplier providing the Authority details of their qualifications and DBS numbers.

Electrical Works

Any electrical work or work servicing and repairing electrical controls, components will require that on completion of the installation a full EICR and PAT testing certification will be undertaken where appropriate.

The Authority requires that upon installation of electrical equipment, that the Authority receives an Electrical Installation Condition Report (EICR).

Workmanship Standards

All works executed under a Contract shall be to standard expected by Skilled Person. The Authority reserves the right to reject work at the Supplier's expense if the Authority deems it to be unacceptable.

All Skilled personnel undertaking gas works will be required as a minimum to be 'Gas Safe qualified. All operatives working on the installation of gas equipment must be in possession of valid asbestos Gas Safe certification and ID cards training, copies of training records are to be submitted to the Authority.

Access

The Supplier shall make access arrangements at least two working weeks in advance with the Head or Manager of each Property, giving notification that access to the Property is required and to ensure that access will be available for the time required to undertake the service and inspection routine.

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

Failure to comply with this requirement will result in non-payment of abortive visit charges. A record of with whom contact was made with, will be required in order to sanction abortive visit charges. All work referred to in this Specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Authority in overtime payments to their own or Supplier's staff.

Variation of Specification

The Supplier shall not alter the specification of any goods, except as directed in writing by the Authority but the Authority has the right, from time to time, during the execution of the Contract by notice in writing to direct the Supplier to add or omit, or otherwise vary, the goods and the Supplier 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 Order.

Where the Supplier receives any such direction from the Authority which would occasion an amendment to the Order price, the Supplier shall, with all possible speed, advise the 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 Supplier's Supplemental Tender.

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

Delivery Notes

All supplies of heavy equipment made to individual establishments against a Contract must be accompanied by a delivery note from the Supplier stating (as appropriate):

THE SUPPLIER'S NAME AND ADDRESS

THE DELIVERY POINT ADDRESS

THE PURCHASE ORDER NUMBER

THE DATE OF DELIVERY

THE CORRECT DESCRIPTION OF THE GOODS BEING SUPPLIED INCLUDING

THE NUMBER OR WEIGHT OF EACH ITEM

One copy of the delivery note is to be retained by the representative of the Authority, authorised to accept delivery. The other copy is to be signed and returned to the Supplier by the said representative.

Information to be supplied

Deleted: ¶

The Supplier will supply the following information:

- (a) Data on a quarterly and annual basis of all products purchased by the Authority showing the quantity and value for both in that year both for individual items 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..

This information should be presented throughout the period of the Framework Agreement, in a format which is acceptable to the Authority.

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

- (c) There may be requirements during the term of the Framework Agreement for the Supplier to provide other statistical information relevant to the operation of the Framework Agreement.
- (d) Sufficient copies of any or all of the above information may be required from the Supplier for circulation to the r Authority.
- (e) Copies of all relevant accreditations and qualification certification at the commencement of the Framework Agreement, and as these are renewed or updated for the length of the Framework Agreement. Minimum certification requirements will be those which are noted as mandatory requirements for the Supplier for this Framework Agreement.

Rejection of Goods

- (a) The Authority or its representatives have the power to reject any goods if in their opinion, the Supplier has not complied with the terms of the Contract.
- (b) Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Authority.
- (c) In the event of rejection the Supplier will:
 - (i) immediately replace the goods with those of the required quality/specification;

- (ii) remove the rejected goods at the Supplier's own expense within 7 days of rejection.

Any rejected goods which have not been removed within 7 days will be disposed of by the Authority and the Supplier will be charged with all expenses incurred. The Authority will not be liable for any loss or expenses suffered by the Supplier as a result of disposal. Any replacement or removal of goods shall not prejudice any other action that the Authority may take.

Power to Purchase Elsewhere

If the Supplier fails to deliver the goods on time or if he fails to comply with any of the terms of the Contract, the Authority will be entitled to purchase elsewhere. The Supplier may offer alternative goods after discussion with the Authority. Any additional costs incurred by the Authority over the agreed price will be repaid by the Supplier without prejudice to any other action that may be taken.

Schedule 2 Order Form

ORDER FORM

Framework Agreement

FROM

Authority:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	[SERVICE PROVIDER'S NAME]
For the attention of:	
E-mail:	
Telephone number:	
Address:	

1. SERVICES REQUIREMENTS
(1.1) Services [and deliverables] required:
(1.2) Service Commencement Date:
(1.3) Price payable by Authority and payment profile:
(1.4) Completion date (including any extension period or periods):

2 [MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS]
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:
(2.2) Variations to Call-off Terms and Conditions:

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:
(3.2) Performance standards:
(3.3) Location(s) at which the Services are to be provided:
(3.4) Quality standards:
(3.5) Contract monitoring arrangements:
(3.6) Management Information and meetings

4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information:
(4.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Customer:

Name and title	
Signature	
Date	

Appendix 1: Specification for the Services

Appendix 2: Supplemental Tender

Schedule 3 Call-off Terms and Conditions

1. Definitions

1.1 In each Contract, the following words shall have the following meanings:

‘Agreed Prices’	means the prices set out in the Tender
‘Associated Person’	a) means in respect of the Authority, 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 Authority has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Authority that previously had been performed by the Authority. .
‘Authorised Officer’	means the representative appointed by the Authority to manage the Contract on its behalf
‘Authority’	means Shropshire Council and includes its employees, officers, servants and agents acting on its behalf
‘Best Practice’	means in accordance with the best practice within the industry of the Supplier
‘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’	Means the Commencement date set out in

	the Order Form
‘Commercially Sensitive Information’	comprises the information of a commercially sensitive nature relating to the Supplier, its Intellectual Property Rights or its business which the Supplier has indicated to the Authority in writing that, if disclosed by the Authority, would cause the Supplier 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 Authority or the Supplier, 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;
‘Contract Documents’	means all of the documents annexed to, contained and referred to within this Contract
‘Contract’	the contract between the Authority and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of these terms and conditions and the terms set out and referred to in the Order Form;
‘Supplier Personnel’	all employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor paid or unpaid;

‘Supplier’s Representative’	the representative appointed by the Supplier to manage the Contract on its behalf
‘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 and occupational 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 Contract or otherwise relating to the parties to this Contract which potentially falls within an exemption to FOIA (as set

	out therein)
“Expiry Date”	means the completion date set out in the Order Form or such other date as this Contract is terminated in accordance with these terms
‘Fees’	the Agreed Prices and includes all expenses, materials, 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 have the same meaning in this clause
‘FOIA notice’	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
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.

‘Framework Agreement’

the framework agreement established between the Authority and the Supplier for the provision of the Services to the Authority pursuant to the OJEU

Notice.....;

GDPR

Means the General Data Protection Regulation 2016/679 as they apply and are incorporated into UK law by UK GDPR

‘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 Supplier is bound to comply;
LED:	Law Enforcement Directive (Directive (EU) 2016/680)
‘Order’	means an order placed by the Authority to the Supplier for the supply of Services in accordance with the terms of the Framework Agreement
‘Order Form’	a completed Order Form template (or equivalent information issued by the Authority) used to create a Contract;
‘Outcomes’	means the targets, results or objectives set out in the Order Form
‘Parties’	the Supplier and the Authority 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 Authority 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 Contract;

(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 Contract or any other contract with the Authority; or

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

‘Project Materials’

means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials

‘Public body’

as defined in the FOIA 2000

‘Receiving Party’	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
‘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 Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
‘Report’	means a formal Report to be prepared by the Supplier 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 services made available by the Supplier as specified in the Framework Agreement (Schedule 1) (Specification) and in relation to a Contract as specified in the Order Form
‘Specification’	the specification set out in the Framework Agreement Schedule 1 (Specification), as may, in relation to a Contract, be supplemented by the Order

	Form;
‘Sub-Contract’	any contract or agreement, or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier 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 Supplier.
‘Tender’	means the Tender submitted by the Supplier and accepted by the Authority annexed to the Order Form at Appendix 2
‘Term’	means the period commencing on the Commencement Date and expiring on the Expiry Date
‘Valid Invoice’	Means an invoice submitted by the Supplier which must contain the following detail required by the Authority to enable payment as specified in clause 7 of this Contract: <ol style="list-style-type: none"> 1) invoices to be addressed to the , Shropshire Council at Shire Services, Shropshire Food Enterprise Centre, Vanguard Way, Battelfield Enterprise Park, SHREWSBURY SY1 3TG 2) submitted on the Supplier’s business letterhead including the Supplier’s name and address, and VAT registration number (where applicable); and 3) the premises to which payment relates; and

4) the Authority's Official Order Number
'Working Day' any day other than a Saturday, Sunday or
public holiday in England and Wales.

1.2 Interpretation

In this Contract 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 Contract
 - 1.2.7 reference in any schedule to this Contract 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 Contract 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 Contract, it shall be understood as meaning 'including without limitation'

1.2.10 Where any statement is qualified by the expression so far as the Supplier is aware or to the Supplier'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.

1.2.12 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 Contract will be for the Term commencing on the Commencement Date and ending on the Expiry Date.

3. Services

3.1 The Supplier shall provide the Services to the Authority in consideration for the Authority paying the Fee(s) to the Supplier, subject to the provisions of this Contract

3.2 The Supplier shall provide the services in such places and locations as set out in the Specification

3.3 The Supplier shall use its best endeavours to complete/deliver the Services by the dates agreed by the Parties

3.4 The Services shall only be performed/delivered by the Supplier unless otherwise agreed in writing between the Parties

3.5 The Supplier shall provide the Services in accordance with the Specification with all due skill, care and diligence and in accordance with good industry practice.

3.6 The Supplier 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

3.7 The Supplier shall during the Term ensure that every person employed by the Supplier in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services

3.8 The Supplier shall carry out its own risk assessments relevant to the Services.

3.9 The Supplier shall have a written procedure for dealing with complaints about the Services in accordance with clause 25 (Complaints) hereof

3.10 before the Supplier 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 Supplier must without limitation, complete the Employment and any other checks required by the Disclosure and Barring Service.

3.11 Prior to the engagement by the Supplier 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

Supplier shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:

3.11.1 that each person being considered for engagement be questioned as to whether he/she has any convictions; and

3.11.2 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.

3.11.3 that a copy of the DBS check results are notified to the Authority

3.12 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 Supplier and the Authority to ensure that the Outcomes are being achieved.

3.13 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 Supplier by the Authority

3.14 The Review meeting shall record in writing any amendments to the Outcomes agreed between the Authority and the Supplier

3.15 Where following a Review, the Authority acting reasonably determines that the Supplier has not [delivered the Services as required or] met the Outcomes the Authority may:

3.15.1 serve the Supplier 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 Supplier has not met or failed to achieve and giving the Supplier one calendar month from the date of the Notice to remedy the failure

3.15.2 if after one calendar month from the date of the Notice the Supplier has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of the Contract and the Contract may be terminated in accordance with the provisions contained in clause 30 (Termination) herein

3.15.3 The Authority shall take into account any verbal or written representations made by the Supplier before proceeding to take any action to terminate this Contract pursuant to this clause.

3.16 Within twelve weeks of the last date of delivery of the Service and prior to the Expiry

Date, the Supplier shall prepare and deliver to the Authority a satisfactory Report recording the Outcomes together with its recommendations following the delivery of the Service.

4 Insurance

4.1 The Supplier 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 Supplier, arising out of the Supplier's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Authority 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.

4.2 If appropriate and requested in Writing, the Supplier may also be required to provide Product Liability insurance of at least £5,000,000 (FIVE MILLION POUNDS) cover for any one claim.

4.3 Where the Supplier is providing Services of a professional nature, or the Authority otherwise specifies that professional indemnity insurance is required, the Supplier 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 Contract. To comply with its obligations under this clause, and as a minimum, the Supplier shall ensure professional indemnity insurance held by the Supplier 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.

4.3.1 The Supplier shall hold and maintain the insurances required under this Contract for a minimum of 6 years following the expiration or earlier termination of this Contract

4.4 The Supplier warrants that it has complied with this clause 4 and shall provide the Authority 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 Contract and annually thereafter during the Term. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required under this clause 4, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

4.5 The Supplier shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

4.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract.

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

4.7.1 if a claim or claims which do not relate to this Contract 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 Supplier shall immediately submit to the Authority:

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

4.7.2 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 Contract are paid by insurers, the Supplier 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 Contract; or
- (ii) if the Supplier 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 Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

5 Indemnity

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

- (a) The performance, defective performance or otherwise of this Contract by the Supplier or the Supplier Personnel
- (b) Any claim made against the Authority 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 Authority 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 Contract by the Supplier or the Supplier Personnel; and

(d) Any claim made against the Authority 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 Contract to the extent that the defective performance is attributable to the acts or omissions of the Supplier or the Supplier Personnel

5.2 The Authority shall indemnify the Supplier against all reasonable claims, costs and expenses which the Supplier may incur and which arise, directly from the Authority's breach of any of its obligations under this Contract.

5.3 Nothing in this Contract 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 5

6. Fee rates based on time spent

Where the Fees calculated on the amount of time spent by the Supplier's Personnel, the following applies:

6.1 a 'day' will mean 7.4 hours. This will include the time spent in travelling to and from the place where the Services are performed. Where the work carried out in performing the Services exceeds the period of 7.4 hours, that period shall be charged at the pro-rated rate for a day;

6.2 where the Fees are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rated basis.

7. Payment

7.1 Payment of the Fee(s) shall be made by the Authority to the Supplier within 30 days of receipt of an undisputed Valid Invoice monthly in arrears.

7.2 To assist payment of a Valid Invoice the Supplier shall also, where possible provide the Authority with the following additional information:

7.2.1 Date of Invoice

7.2.2 Order number

7.2.3 Name of Supplier

7.2.4 VAT Registration No (if applicable)

7.2.5 Contact Name / Tel Number / E-mail address (for remittance advice slip)

7.2.6 Bank Account Name, Number & Sort Code

7.2.7 Site at which works completed and details of works completed

7.3 The Parties agree that where the Supplier fails to submit a Valid Invoice, the Authority shall be entitled to withhold payment until the Supplier submits the information

required by the Authority.

- 7.4 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.
- 7.5 The Supplier shall not be entitled to vary the Fee(s) during the existence of this Contract unless with the prior written consent of the Authority.
- 7.6 The Supplier shall not charge, and the Authority shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Contract
- 7.7 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Authority is required to make payment
- 7.8 Unless otherwise agreed in writing by the Authority, the Supplier 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.

8. The Authority's Obligations

To enable the Supplier to perform its obligations under this Contract the Authority shall:

- 8.1 Co-operate with the Supplier and ensure that the Authority's staff and agents co-operate with and assist the Supplier as is reasonable and appropriate
- 8.2 Provide the Supplier with any information reasonably required by the Supplier;
- 8.3 Comply with such other requirements as may be otherwise agreed between the parties.
- 8.5 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

9. Authorised Officer and Supplier Representative:

- 9.1 The Authorised Officer shall be appointed by the Authority to act in the name of the Authority for the purposes of the contract evidenced by this Contract.
- 9.2 The Supplier shall appoint a Supplier Representative to act in the name of the Supplier for the purposes of the contract evidenced by this Contract
- 9.3 The Parties shall notify each other in writing of any replacement Authorised Officer or Supplier Representative or if any person ceases to be either the Authorised Officer or Supplier Representative.
- 9.4 The Authorised Officer shall monitor on behalf of the Authority, the provision of the Services supplied by the Supplier and act as liaison officer with the Supplier'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 Supplier's Representative on the Supplier's behalf.

10. Intellectual Property

10.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:

10.1.1 in the course of performing the Services; or

10.1.2 exclusively for the purpose of performing the Services,
shall vest in the Authority on creation.

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

10.3 The Supplier shall indemnify the Authority 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 Authority's acts or omissions.

10.4 This provision shall survive the expiration or termination of the Contract.

11. Confidentiality

11.1 Subject to clause 11.2, the Parties shall keep confidential all matters relating to this Contract and each Party shall use all reasonable endeavours to prevent their respective staff and Supplier Personnel from making any disclosure to any person of any matters relating hereto.

11.2 Clause 11.1 shall not apply to any disclosure of information:

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

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

11.2.3 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;

11.2.4 by the Authority of any document to which it is a Party and which the Parties to this Contract have agreed contains no commercially sensitive information;

- 11.2.5** to enable a determination to be made under clause 26 (Disputes);
- 11.2.6** which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- 11.2.7** by the Authority to any other department, office or agency of the Government; and
- 11.2.8** by the Authority relating to this Contract and in respect of which the Supplier has given its prior written consent to disclosure.
- 11.3** On or before the Expiry Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Authority's employees, rate-payers or service users, are delivered up to the Authority or securely destroyed.
- 11.4** The provisions of this Clause shall survive the expiration or termination of this Contract.
- 12. Agreement and Transparency**
- 12.1** Further to the Local Government Transparency Code 2015 the Authority 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 Contract the Tender is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.2** Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Authority to publish this Contract the Tender in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.3** The Authority may consult with the Supplier to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- 12.4** The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract and the Tender.
- 13. Data Protection**
- 13.1** 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.
- 14. Assignment, Transfer and Sub-contracting**

14.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Authority may,

- (a) assign any of its rights under this Contract; or
- (b) transfer all of its rights or obligations by novation,
to another person.

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

14.2 Any consent required under Clause 14.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

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

14.4 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

14.5 Subject to clause 14.1, in the event that either Party wishes to assign its rights and obligations under this Contract, 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 Contract.

14.6 Notwithstanding the Supplier's right to sub-contract pursuant to this clause, the Supplier 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.

15. Public Interest Disclosure ('Whistleblowing')

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

16. Publicity

The Supplier will not make any press or other release or public announcement in relation to this Contract without the prior approval of the Authority

17. Prevention of Bribery

17.1 The Supplier:

- a) shall not, and shall procure that all Supplier Personnel shall not, in connection with this Contract 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 Authority, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract.

17.2 The Supplier shall:

- a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority 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 Supplier shall, within 10 Working Days of a request from the Authority, certify to the Authority in writing (such certification to be signed by an officer of the Supplier) the Supplier's compliance with this clause 17 and provide such supporting evidence of compliance with this clause 17 by the Supplier as the Authority may reasonably request.

17.3 If any breach of clause 17.1 is suspected or known, the Supplier must notify the Authority immediately.

17.4 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of clause 17.1, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.

17.5 The Authority may terminate this Contract by written notice with immediate effect, and recover from the Supplier the amount of any loss directly resulting from the cancellation, if the Supplier or Supplier Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches clause 17.1. At the Authority's absolute discretion, in determining whether to exercise the right of termination under this clause 17.5, the Authority shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

- a) with the Authority; or,
- b) with the actual knowledge;
of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Supplier ought

reasonably to have had knowledge.

- 17.6** Any notice of termination under clause 17.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
 - c) the date on which this Contract will terminate.
- 17.7** Despite clause 26 (Disputes), any dispute relating to:
- a) the interpretation of this clause 17; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final and conclusive.
- 17.8** Any termination under clause 17.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

18. Warranties, liability and indemnities

The Supplier warrants, represents and undertakes that:

- 18.1** it will carry out the work by the Expiry Date
- 18.2** 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 Supplier and will have adequate numbers of Supplier Personnel to provide the Service
- 18.3** its Supplier Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Specification and Best Practice
- 18.4** it will use its best endeavours to achieve the Outcomes
- 18.5** it has full capacity and authority to enter into this Contract
- 18.6** it has obtained all necessary and required licences, consents and permits to provide the Services
- 18.7** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Supplier Personnel to perform the Services
- 18.8** NOT USED
- 18.9** The Supplier shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 18.10** The Supplier will at all times in providing the Services to the Authority comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Authority at any time upon request and:
 - 18.10.1** The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of this Contract.
 - 18.10.2** The Authority shall promptly notify the Supplier of any health and safety

hazards which may exist or arise at the various sites and which may affect the Supplier in the performance of this Contract.

18.10.3 The Supplier shall comply with any health and safety measures implemented by the Authority in respect of the various sites included as part of the Services.

18.10.4 The Supplier shall report all accidents and/or injuries relating to the provision of the Services to the Authority immediately.

18.10.5 The Supplier 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 Authority upon request.

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

18.12 If the Supplier performs the Services (or any part thereof) negligently or in breach of this Contract, then if requested by the Authority, the Supplier will re-perform the Services or relevant part thereof at no additional cost to the Authority. The Authority's request must be made within 6 months of the Expiry Date or termination of this Contract

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

18.14 The Supplier acknowledges and confirms that:

18.14.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority 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 Contract;

18.14.2 it has received all information requested by it from the Authority pursuant to sub-clause 18.14.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;

18.14.3 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 Authority pursuant to sub-clause 18.14.2;

18.14.4 it has raised all relevant due diligence questions with the Authority before the Commencement Date; and

18.14.5 it has entered into this Contract in reliance on its own diligence

18.14.6 as at the Commencement Date, the Supplier 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 Authority prior to execution of the Contract AND shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services

18.14.7 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with sub-clause 18.14.6 save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information incorrect or misleading at the time such information was provided.

18.15 The Supplier agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Supplier shall attend a Committee meeting of the Authority upon being invited to do so by the Authority

18.16 In performing its obligations under this Contract, the Supplier 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

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

19.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

19.2 The Supplier shall notify the Authority of any Commercially Sensitive Information provided to the Authority together with details of the reasons for its sensitivity and

the Supplier acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Authority may be obliged to disclose such information.

19.3 The Supplier shall and shall procure that its Sub-contractors shall:

19.3.1 transfer to the Authority 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;

19.3.2 provide the Authority, at the Supplier's expense, with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request; and

19.3.3 provide, at the Supplier's expense, all necessary assistance as reasonably requested by the Authority to enable the Authority 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.

19.4 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract 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 Authority may consult with the Supplier prior to making any decision or considering any exemption.

19.5 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

19.6 The Supplier acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Authority 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 Supplier or the Services:

19.6.1 in certain circumstances without consulting the Supplier; or

19.6.2 following consultation with the Supplier and having taken their views into account;

provided always that where sub-clause 19.6.1 above applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the

disclosure to the Supplier's attention after any such disclosure.

- 19.7** The Supplier shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Authority to inspect such records as requested from time to time.
- 19.8** The Authority 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 Contract or otherwise relating to any other party.
- 20. Equalities**
- 20.1** The Supplier and any Sub-Contractor employed by the Supplier 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 Contract, and
 - b) in its employment practices.
- 20.2** Without prejudice to the generality of the foregoing, the Supplier 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).
- 20.3** In addition, the Supplier and any Sub-Contractor or person(s) employed by or under the control of the Supplier in providing Services to the Authority 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
- 20.4** The Supplier 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 Authorities on the elimination of discrimination.
- 20.5** In the event of any finding of unlawful discrimination being made against the Supplier 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 Supplier and any Sub-Contractor shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 20.6** The Supplier and any Sub-Contractor employed by the Supplier will provide a copy of its policies to the Authority at any time upon request. In addition, the Authority may

reasonably request other information from time to time for the purpose of assessing the Supplier's compliance with the above conditions.

21. Non-compliance

21.1. If the Authority identifies areas of the Services which do not comply with the requirements of this Contract (including any Schedules to this Contract) it may send the Supplier 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).

21.2 If the Supplier fails to take any or all of the necessary action by the date given in the non-compliance notice, the Authority may send the Supplier 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).

21.3 If, in the reasonable opinion of the Authority, the Supplier 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 Contract and the Authority 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 26 (Disputes):

- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Supplier and to either:
 - (i) deduct all costs in connection therewith from any sums due or to become due to the Supplier under the terms of this Contract; or
 - (ii) to recover such sums from the Supplier as a debt;

And/or

- (b) to terminate the Contract in accordance with clause 30 Termination

22. 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 Contract.

23. Sustainability

The Supplier will at all times use its best endeavours to assist the Authority and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies

of the Authority, copies of which are available on the Authority's website

24. Audit And Monitoring

The Supplier will allow access for the Authority and its officers to all relevant information for the purposes of audit and the monitoring of this Contract.

25. Complaints Procedure

- 25.1** The Contactor shall operate a complaints procedure in respect of any services or works provided under this Contract 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 Supplier's obligations under this Contract ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Authority has in respect of the Supplier's performance of this Contract shall be dealt with in accordance with the remainder of this Contract.
- 25.2** The Supplier's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Supplier is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards:
- 25.2.1** is easy for complainants to access and understand
- 25.2.2** clearly sets out time limits for responding to complaints and keeping the complainant and the Authority informed of progress;
- 25.2.3** provides confidential record keeping to protect employees under this Contract and the complainant
- 25.2.4** provides information to the Supplier's management so that services can be improved
- 25.2.5** provides effective and suitable remedies
- 25.2.6** is regularly monitored and audited and which takes account of complainant and Authority feedback
- 25.3** The Supplier shall inform any users of the services or works provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.
- 25.4** The Supplier 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 Authority, in accordance with its published complaints procedure.
- 25.5** The Contactor shall ensure that:
- 25.5.1** it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Supplier is dealing with the complaint
- 25.5.2** under no circumstances is a complaint investigated by a member of its staff

- employed under this contract who may be part of the complaint.
- 25.5.3** someone who is independent of the matter complained of carries out the investigation
- 25.5.4** the complainant is made aware that they are entitled to have the complaint investigated by the Authority if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
- 25.5.5** 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
- 25.5.6** where a complaint is received by the Supplier relating to the policy or decisions of the Authority rather than the Supplier's delivery of its obligations under this Contract, the Supplier shall promptly, and within two Working Days, refer the complaint to the Authority for investigation.
- 25.6** The Contactor shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Authority) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 25.7** The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Authority within 5 Working Days of being requested or at 12 monthly intervals in any event.
- 25.8** Where the Authority is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Authority.
- 25.9** The Supplier should note that if a complaint is made to the Authority 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 Authority requires the Supplier to fully to co-operate in such investigation. If the Authority is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Supplier the Supplier shall indemnify the Authority in respect of the costs arising from such maladministration or injustice.
- 26. Disputes**
- 26.1** If any dispute or difference shall arise between the parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-
- 26.1.1** 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

26.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Authority's Chief Executive and the Supplier or other authorised officer whose details have been notified to the Authority, 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

26.1.3 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

27. Force Majeure

35.1 Neither the Authority nor the Supplier shall be in breach of this Contract nor liable for any failure or delay in performing their obligations under this Contract where it is directly caused, arising from a Force Majeure Event, provided that:-

27.1.1 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

27.1.2 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.

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

27.2.1 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

27.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Contract 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.

27.3 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 Contract and by law):-

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

27.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Contract 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 Contract occurring prior to such termination.

28. Rights of Third Parties

The Parties to this Contract 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).

29. Notices

29.1 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 Supplier or if the Authority, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

29.2 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

30. Termination

30.1 Either Party may terminate this Contract by giving to the other Party at least three months' notice in writing.

30.2 Either Party may terminate this Contract by notice in writing to the other if:

30.2.1 the other Party commits a material breach of this Contract 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 Contract.
- 30.2.2** the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 30.2.3** the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 30.2.4** The Authority may terminate this Contract forthwith by notice where the Supplier 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).
- 30.2.5** 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;
- 30.2.6** the other Party ceases to carry on its business or substantially the whole of its business; or
- 30.2.7** 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.
- 30.3** Where notice to terminate is given pursuant to this clause 30, this Contract shall terminate with effect on the date specified in the notice
- 31. Consequences of Termination**
- 31.1** Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination
- 31.2** Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect
- 31.3** Termination of this Contract, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 31.4** Notwithstanding its obligations in this clause 31, 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.
- 31.5** upon termination of this Contract for any reason, the Supplier shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Authority all information and any other property of the Authority which are in the possession or control of the Supplier or the Supplier's employees, agents or Sub-

Contractors at the date of termination.

32. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
– NOT USED

33. Governing Law And Jurisdiction

It is the responsibility of the Supplier to comply with all relevant European and English legislation. This Contract 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

34. Severance

If any provision of this Contract 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 Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

35. Parent Company Guarantee – NOT USED

It is a condition of this Contract that if the Supplier 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.

Please retain

36. Amendments

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

37. Agency, Partnership etc

This Contract 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 Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

38. Conflict of Terms

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

39. Safeguarding

39.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Supplier 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 39.1 for each member of the Supplier's Personnel.

39.2 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the 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.

39.3 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 39 have been met.

39.4 The Supplier 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.

39.5 The Supplier 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.

39.6 Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Authority otherwise notifies the Supplier, acting reasonably, that the Supplier's Personnel are required to be subject to a Disclosure and Barring Service check, the Supplier shall comply with clause 39.1 above..

39. Entire Agreement

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

APPENDIX
THE TENDER

,



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

9th March 2022

Dear Bidder

**RMCS 035 – FRAMEWORK ARRANGEMENT FOR THE REPLACEMENT & RENEWAL OF
HEAVY KITCHEN EQUIPMENT**

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice.

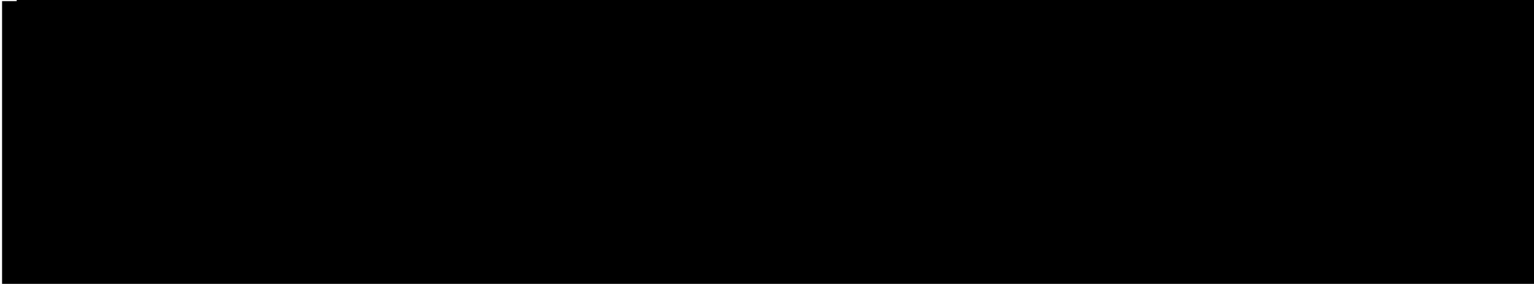
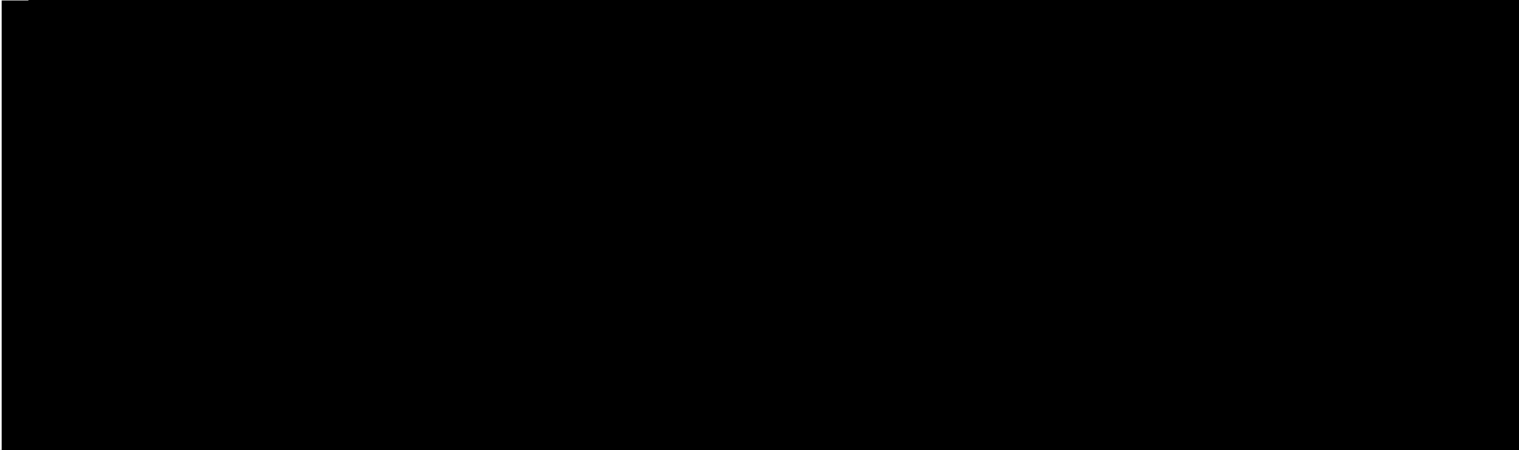
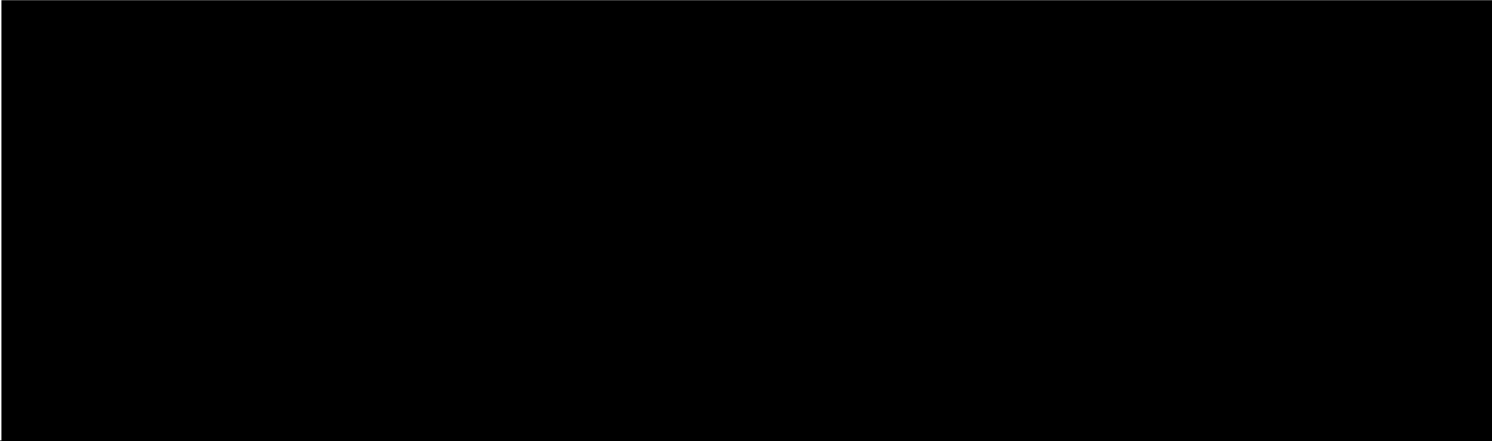
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer and place you onto the above Contract along with other successful bidders.

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 21st March 2022.

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.

Please note Individual requirements under this framework will be awarded as set out in the Framework agreement clause 4.

Yours faithfully





Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

9th March 2022

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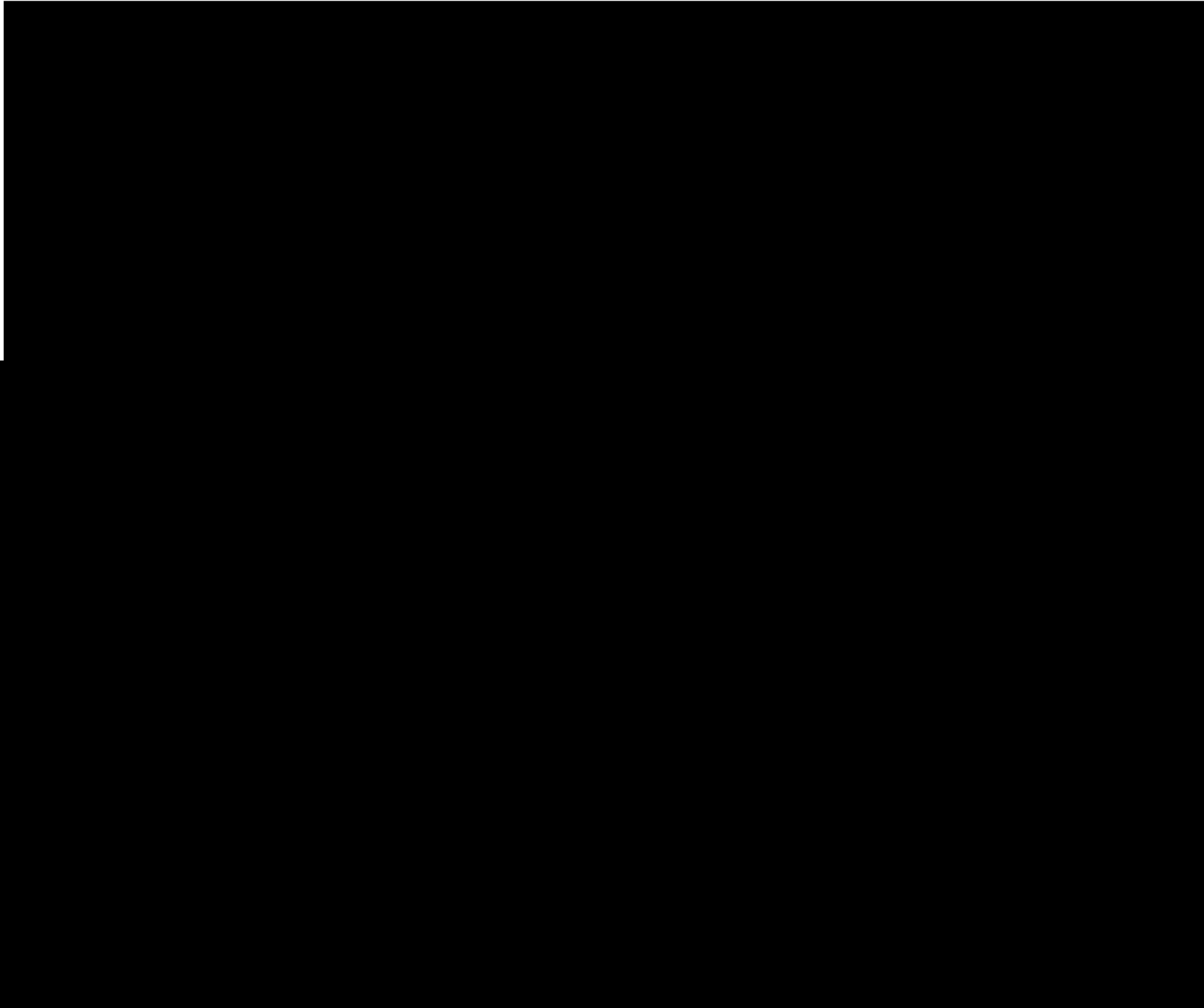
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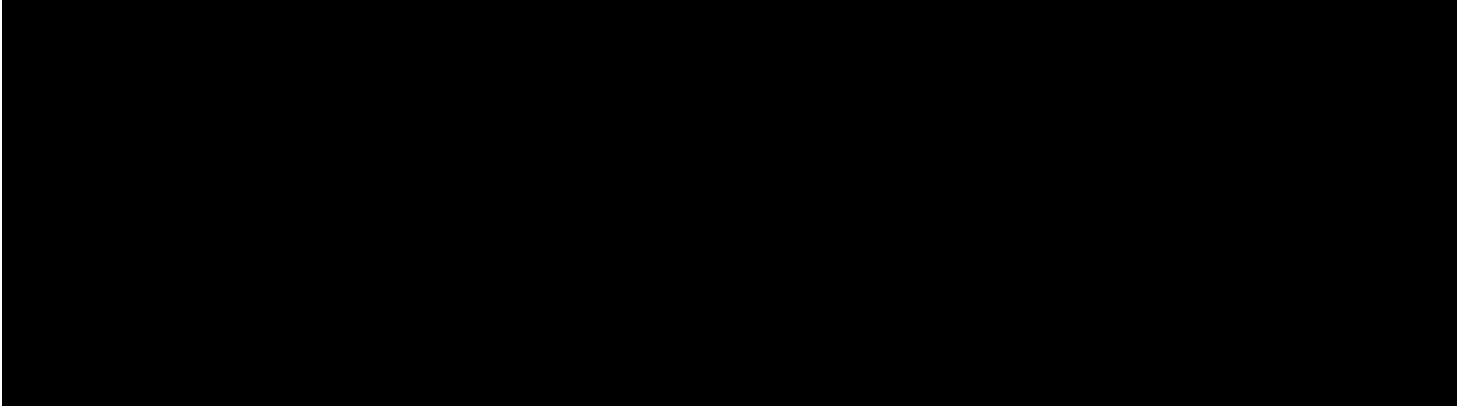
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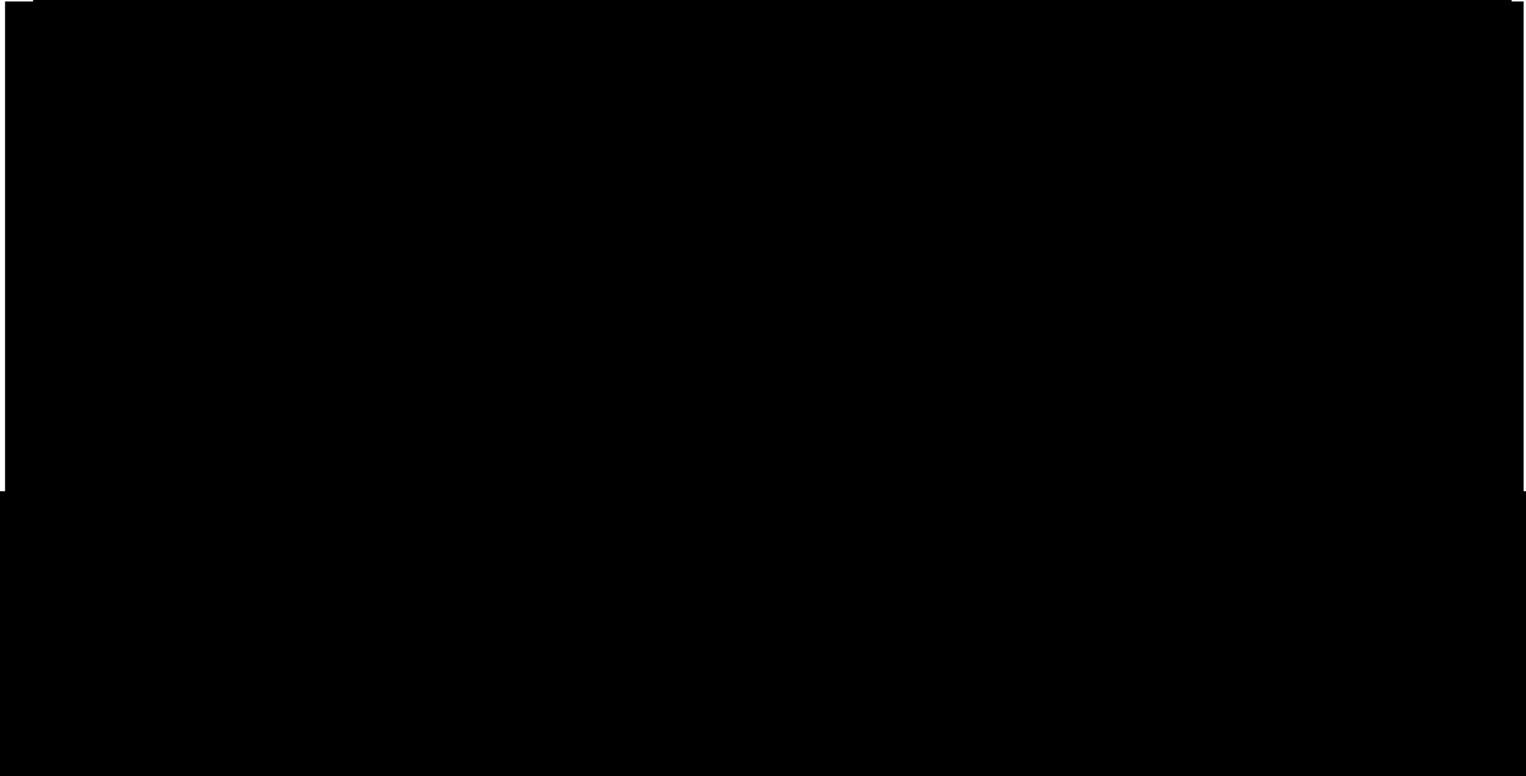
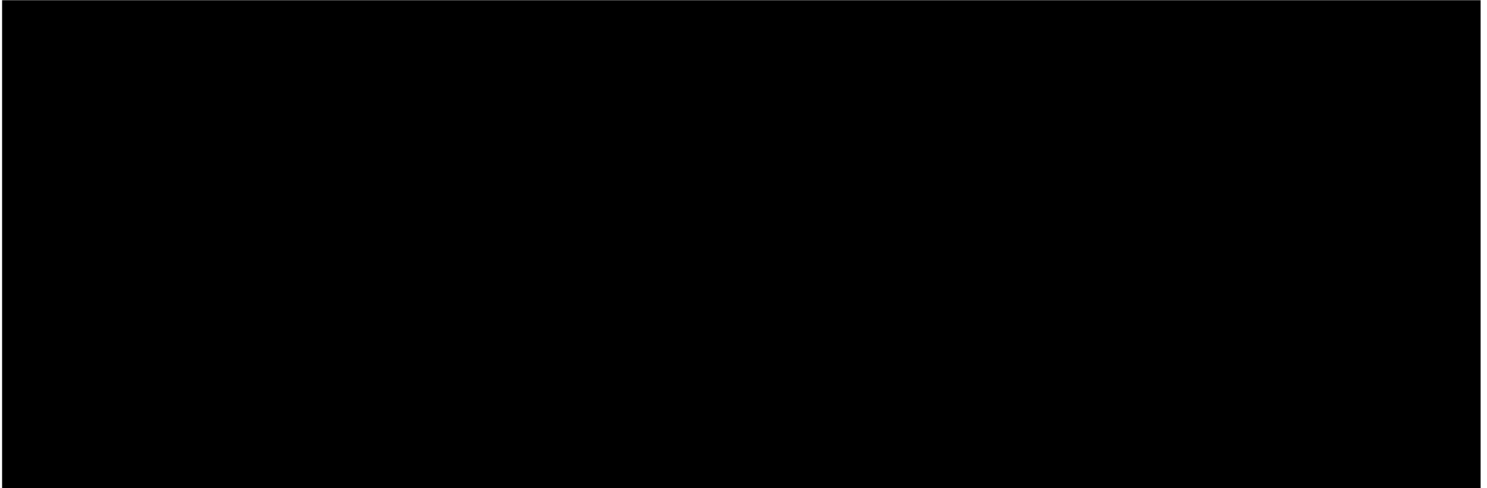
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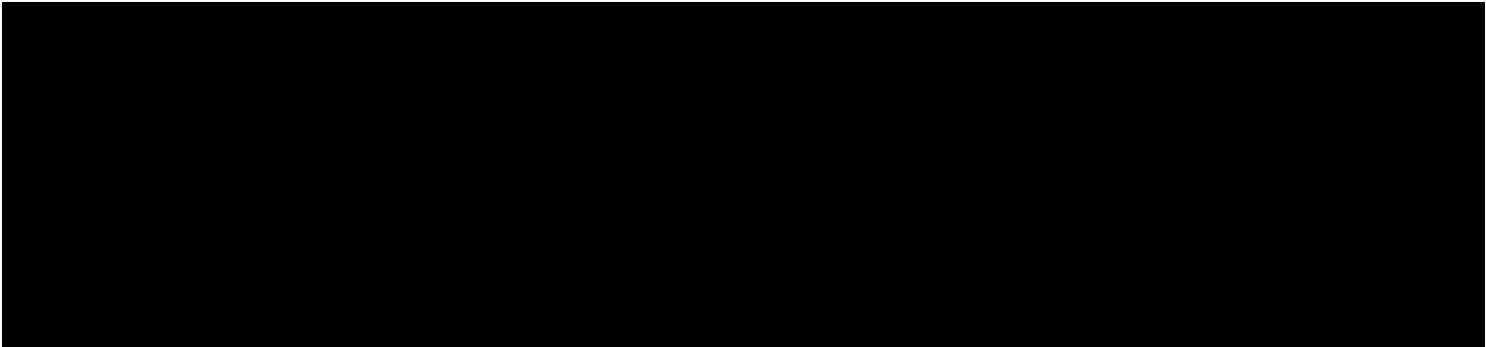
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Yours faithfully



UK-Shrewsbury: Kitchen equipment.

UK-Shrewsbury: Kitchen equipment.

Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council

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



NUTS Code: UKG22

I.2) Joint procurement:

The contract involves joint procurement: Yes

In the case of joint procurement involving different countries, state applicable national procurement law: Not Provided

The contract is awarded by a central purchasing body: No

I.4) Type of the contracting authority:

Regional or local authority

I.5) Main activity:

General public services

Section II: Object Of The Contract

II.1) Scope of the procurement

II.1.1) Title: RMCS 035 - Replacement & Renewal of Heavy Kitchen Equipment

Reference number: RMCS 035

II.1.2) Main CPV code:

39221000 - Kitchen equipment.

II.1.3) Type of contract: SUPPLIES

II.1.4) Short description: This is a contract award notice for a framework arrangement for the replacement and renewal of kitchen equipment.

II.1.6) Information about lots

This contract is divided into lots: No

II.1.7) Total value of the procurement (excluding VAT)

Value: 520,000

Currency: GBP

II.2) Description

II.2.2) Additional CPV code(s):

Not Provided

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:
Shropshire CC

II.2.4) Description of the procurement: This is a contract award notice for the replacement and renewal of kitchen equipment.

Geographical areas covered by this arrangement will be Shropshire. Herefordshire, Worcestershire, West Midlands, North Wales and Staffordshire.

The framework arrangement will commence on 1st May 2022 for an initial period of 2 years with the option to extend for a further period of up to 2 years.

During the framework period further competitions will be conducted from time to time to secure formal quotations for our operational requirements from all the successful suppliers on the framework. The following criteria will apply to the further competitions:-

For supply of equipment only:

Cost – 70%

Quality of product & specification offered – 15%

Proposed Delivery Time – 15%

For supply & installation of equipment:

Cost – 60%

Quality of product & specification offered – 10%

Proposed Delivery time and Installation timescale– 10%

Proposed methodology for installation – 20%

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 40

Cost criterion - Name: Price / Weighting: 60

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: Not Provided

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement: No

IV.1.6) Information about electronic auction

An electronic auction has been used: No

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

Notice number in the OJEU: 2021/S 000-029244

IV.2.9) Information about termination of call for competition in the form of a prior information notice

The contracting authority will not award any further contracts based on the above prior information notice: No

Section V: Award of contract

Award Of Contract (No.1)

Contract No: Not Provided

Lot Number: Not Provided

Title: Not Provided

A contract/lot is awarded: Yes

V.2) Award of contract

V.2.1) Date of conclusion of the contract: 09/03/2022

V.2.2) Information about tenders

Number of tenders received: 4

Number of tenders received from SMEs: 3 (SME - as defined in Commission Recommendation 2003/361/EC)

Number of tenders received from tenderers from other EU Member States: 0

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 4

V.2.3) Name and address of the contractor

The contract has been awarded to a group of economic operators: Yes

[REDACTED]

[REDACTED]

[REDACTED]

V.2.4) Information on value of the contract/lot (excluding VAT)

Initial estimated total value of the contract/lot: Not Provided

Total value of the contract/lot: 520,000

Currency: GBP

V.2.5) Information about subcontracting

The contract is likely to be subcontracted: No

Section VI: Complementary information

VI.3) Additional 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=677960221>

VI.4) Procedures for review

VI.4.1) Review body

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Internet address: www.shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures

Shropshire Council

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

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures: Not Provided

VI.4.4) Service from which information about the review procedure may be obtained

Shropshire Council

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

VI.5) Date of dispatch of this notice: 24/03/2022

ANNEX A

I) Address of the other contracting authority on behalf of which the contracting authority is purchasing

1: Contracting Authority

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

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

NUTS Code: UKG22