

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, reforestation, carpentry and joinery and roofing

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E-mail: ojs@publications.europa.eu Info & on-line forms: <http://simap.europa.eu>**CONTRACT NOTICE****SECTION I: CONTRACTING AUTHORITY****I.1) NAME, ADDRESSES AND CONTACT POINT(S)****Official name:** [Shropshire Council](#)**Postal address:** [Shirehall, Abbey Foregate](#)Town: [SHREWSBURY](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [, Head of Procurement](#)Email: procurement@shropshire.gov.ukFax: [+44 1743255901](#)**Internet address(es) (if applicable)**General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

Further information can be obtained at:☒ As in above-mentioned contact point(s)☐ Other: please complete Annex A.I**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at:**☒ As in above-mentioned contact point(s)☐ Other: please complete Annex A.II**Tenders or requests to participate must be sent to:**☐ As in above-mentioned contact point(s)☒ Other: please complete Annex A.III

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, refenestration, carpentry and joinery and roofing
I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES

- | | |
|--|--|
| <input type="radio"/> Ministry or any other national or federal authority, including their regional or local sub-divisions | <input checked="" type="radio"/> General public services |
| <input type="radio"/> National or federal agency/office | <input type="radio"/> Defence |
| <input checked="" type="radio"/> Regional or local authority | <input type="radio"/> Public order and safety |
| <input type="radio"/> Regional or local agency/office | <input type="radio"/> Environment |
| <input type="radio"/> Body governed by public law | <input type="radio"/> Economic and financial affairs |
| <input type="radio"/> European institution/agency or international organisation | <input type="radio"/> Health |
| <input type="radio"/> Other (<i>please specify</i>): | <input type="radio"/> Housing and community amenities |
| | <input type="radio"/> Social protection |
| | <input type="radio"/> Recreation, culture and religion |
| | <input type="radio"/> Education |
| | <input type="radio"/> Other (<i>please specify</i>): |

The contracting authority is purchasing on behalf of other contracting authorities:

- ☐ yes ☒ no

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SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority

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II.1.2) Type of contract and location of works, place of delivery or of performance

(Choose one category only - works, supplies or services - which corresponds most to the specific object of your contract or purchase(s))

<input checked="" type="radio"/> (a) Works <input type="radio"/> Execution <input type="radio"/> Design and execution <input checked="" type="radio"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities	<input type="radio"/> (b) Supplies <input type="radio"/> Purchase <input type="radio"/> Lease <input type="radio"/> Rental <input type="radio"/> Hire purchase <input type="radio"/> A combination of these	<input type="radio"/> (c) Services Service category No (For service categories 1-27, please see Annex II of Directive 2004/18/EC)
Main site or location of works Shropshire NUTS code UKG22	Main place of delivery	Main place of performance

II.1.3) The notice involves

- ☐ A public contract
☒ The establishment of a framework agreement
☐ The setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement (if applicable)

<input checked="" type="radio"/> Framework agreement with several operators Number OR, if applicable, maximum number of participants to the framework agreement envisaged 120	<input type="radio"/> Framework agreement with a single operator
---	--

Duration of the framework agreement:

Duration in year(s): 4 or month(s):

Justification for a framework agreement, the duration of which exceeds four years:

Estimated total value of purchases for the entire duration of the framework agreement (if applicable; give figures only):	
Estimated value excluding VAT: 200 000 000,00	Currency: GBP
OR Range: between and	Currency:
Frequency and value of the contracts to be awarded: (if known):	

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II.1.5) Short description of the contract or purchase(s)

The Contracting Authority wishes to create a framework arrangement for the provision of work to all its properties including offices, educational buildings and some domestic housing in the following categories:

1. Building (all value bands 0 – £4m)
2. Electrical Services (all value bands up to £2m)
3. Heating Ventilation and Plumbing Services (all value bands up to £2m)
4. Painting & Decorating (all value bands up to £140k)
5. Refenestration (all value bands up to £0.5m)
6. Carpentry and Joinery (all value bands up to £140k)
7. Roofing (all value bands up to £0.5m)

Each of the above categories will be sub-divided geographically up to £140k value band as follows:-

- A. North (Oswestry, Whitchurch, Market Drayton and surrounding areas)
- B. Central (Shrewsbury and surrounding areas)
- C. South (Ludlow, Bishop Castle, Bridgnorth and surrounding areas)

All applicable categories above £140k will not be sub-divided geographically.

Also each of the above 7 categories will be further sub-divided by all or some of the following value bands of work as appropriate for the category type.

- 0 – 2k
- 2 – 30k
- 30k – 140k
- 140k – 0.5m
- 0.5m – 2m
- 2m – 4m

It is also intended that:-

1. There will be a maximum of 8 contractors for each category of work within each geographic area in value bands up to £140,000.
2. There will be a maximum of 6 contractors for each category of work in value bands above £140,000 (if applicable).
3. There will also be three emergency contractors for each category and geographical band for all values both in and out of hours. They will be ranked with all enquiries being made initially to the first ranking contractor and only if they are not available to the second ranked and third ranked contractor. If there is insufficient cover, other framework contractors may be approached to undertake emergency work.
4. Selected contractors may be required to work in other geographical areas or lower value bands if there is insufficient cover in those areas or bands.

Further full details of the characteristics and use of the framework are set out in the tender documentation.

The Contracting Authority reserves the right to remove any selected contractor from the framework for poor performance or any major breach of the framework requirements.

The Contracting Authority also reserves the right to use specialist contractors outside of this framework if required for specialist work such as work to historic buildings.

The framework will be for an initial period of 12 months commencing 1 August 2011 extendable annually for a further 3 years up to 31 July 2015.

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II.1.6) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

II.1.7) Contract covered by the Government Procurement Agreement (GPA)

☐ yes ☒ no

II.1.8) Division into lots (for information about lots, use Annex B as many times as there are lots)

☒ yes ☐ no

If yes, tenders should be submitted for (tick one box only)

- ☐ one lot only
☒ one or more lots
☐ all lots

II.1.9) Variants will be accepted

☐ yes ☒ no

II.2) QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity or scope (including all lots and options, if applicable)

[See tender documents](#)

If applicable, estimated value excluding VAT (give figures only): 200 000 000,00		Currency: GBP
OR Range: between	and	Currency:

II.2.2) Options (if applicable)

☐ yes ☐ no

If yes, description of these options:

If known, provisional timetable for recourse to these options:		
in months:	or days:	(from the award of the contract)
Number of possible renewals (if any):	or Range: between	and

II.3) DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION

Duration in months:	or days:	(from the award of the contract)
OR Starting	08/08/2011	(dd/mm/yyyy)
Completion	31/07/2015	(dd/mm/yyyy)

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SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required (if applicable)

[See tender documentation](#)

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them

[See tender documentation](#)

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded (if applicable)

The Contracting Authority may require a consortium to form a separate legal entity or for its members to assume joint and several liability for contract performance.

III.1.4) Other particular conditions to which the performance of the contract is subject (if applicable)

☒ yes ☐ no

If yes, description of particular conditions

[See tender documentation](#)

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Information and formalities necessary for evaluating if requirements are met:

[Applicants wishing to tender for this framework arrangement must complete and return a tender response by the date in IV.3.4. The tender pack can be obtained on request by emailing \[procurement@shropshire.gov.uk\]\(mailto:procurement@shropshire.gov.uk\) quoting reference RMC 001\(1\),](#)

III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:

[See Regulation 23 of the Public Contracts Regulations 2006 \(as amended\)](#)

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

III.2.3) Technical capacity

Information and formalities necessary for evaluating if requirements are met:

[See Regulation 25 of the Public Contracts Regulations 2006 \(as amended\)](#)

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

III.2.4) Reserved contracts (if applicable)

☐ yes ☒ no

☐ The contract is restricted to sheltered workshops

☐ The execution of the contract is restricted to the framework of sheltered employment programmes

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III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

III.3.1) Execution of the service is reserved to a particular profession

☐ yes ☐ no

If yes,reference to the relevant law, regulation or administrative provision:

III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service

☐ yes ☐ no

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SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

<input checked="" type="radio"/> Open	
<input type="radio"/> Restricted	
<input type="radio"/> Accelerated restricted	Justification for the choice of accelerated procedure:
<input type="radio"/> Negotiated	Candidates have already been selected <input type="radio"/> yes <input type="radio"/> no <i>If yes, provide names and addresses of economic operators already selected under Section VI.3)</i> <i>Additional information</i>
<input type="radio"/> Accelerated negotiated	Justification for the choice of accelerated procedure:
<input type="radio"/> Competitive dialogue	

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate (*restricted and negotiated procedures, competitive dialogue*)

Envisaged number of operators
OR Envisaged minimum number and , <i>if applicable</i> , maximum number
Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue (*negotiated procedure, competitive dialogue*)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

☐ yes ☐ no

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IV.2) AWARD CRITERIA

IV.2.1) Award criteria (please tick the relevant box(es))

☐ Lowest price

OR

☒ The most economically advantageous tender in terms of

☐ the criteria stated below (the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)

☒ the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

IV.2.2) An electronic auction will be used

☐ yes ☒ no

If yes, additional information about electronic auction (if appropriate)

IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) File reference number attributed by the contracting authority (if applicable)

RMC 001(1)

IV.3.2) Previous publication(s) concerning the same contract

☐ yes ☒ no

If yes,

<input type="radio"/> Prior information notice	<input type="radio"/> Notice on a buyer profile
Notice number in OJ:	of (dd/mm/yyyy)
<input type="radio"/> Other previous publications (if applicable)	

IV.3.3) Conditions for obtaining specifications and additional documents (except for a DPS) or descriptive document (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents	
Date: 07/04/2011 (dd/mm/yyyy)	Time:
Payable documents	
<input type="radio"/> yes <input checked="" type="radio"/> no	
If yes, price (give figures only):	Currency:
Terms and method of payment:	

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IV.3.4) Time-limit for receipt of tenders or requests to participate

Date: 08/04/2011 (dd/mm/yyyy) Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates (if known) (in the case of restricted and negotiated procedures, and competitive dialogue)

Date: (dd/mm/yyyy)

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up

ES CS DA DE ET EL EN FR IT LV LT HU MT NL PL PT SK SL FI SV BG GA RO
☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender (open procedure)

Until: (dd/mm/yyyy)

OR Duration in month(s):

OR days: (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders

Date: (dd/mm/yyyy) Time:

Place (if applicable):

Persons authorised to be present at the opening of tenders (if applicable)

☐ yes ☐ no

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SECTION VI: COMPLEMENTARY INFORMATION

VI.1) THIS IS A RECURRENT PROCUREMENT *(if applicable)*

☒ yes ☐ no

If yes, estimated timing for further notices to be published: 4 years

VI.2) CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS

☐ yes ☐ no

If yes, reference to project(s) and/or programme(s):

VI.3) ADDITIONAL INFORMATION *(if applicable)*

The dates given in Section IV.3.4 and 1V.3.5 are indicative only and the Contracting Authority reserves the right to vary those dates if necessary. It is envisaged that the framework awarded subject to the outcome of the procurement process will commence on 1 August 2011.

Applicants can obtain tender packs by emailing procurement@shropshire.gov.uk.

The closing date for receipt of completed tenders is 12 noon 8 April 2011.

VI.4) PROCEDURES FOR APPEAL

VI.4.1) Body responsible for appeal procedures

Official name: [See VI.4.2 below](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.4.2) Lodging of appeals *(please fill heading VI.4.2 OR if need be, heading VI.4.3)*

Precise information on deadline(s) for lodging appeals:

The Contracting Authority will incorporate a minimum 10 calendar day standstill period (or 15 days where non-electronic or fax methods are used) at the point that an award decision notice is communicated to tenderers. The award decision notice will specify the criteria for the award of the contract(s), the reasons for the decision, including the characteristics and relative advantages, the name and score of the successful tender; and will specify when the standstill period is expected to end or the date before which the Contracting Authorities will not conclude the contract(s). If an appeal regarding the award of a contract has not been successfully resolved, the Public Contracts (Amendment) Regulations 2009 provide for aggrieved parties who have been harmed or are at risk of a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within 3 months). The Court may order the setting aside of the award decision or may order the Contracting Authority to amend any document and may award damages. If a contract has been entered into the Court may make a declaration of ineffectiveness or may order that the duration of any relevant specific contract be shortened and additionally may award damages. The time limit for seeking such a declaration is generally 30

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days from notification of the award (either by award decision notification or contract award notice depending on the circumstances) or otherwise 6 months.

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VI.4.3) Service from which information about the lodging of appeals may be obtained

Official name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.5) DATE OF DISPATCH OF THIS NOTICE:

[17/02/2011 \(dd/mm/yyyy\)](#)

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, refenestration, carpentry and joinery and roofing**ANNEX A****ADDITIONAL ADDRESSES AND CONTACT POINTS****I) ADDRESSES AND CONTACT POINTS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED**

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

II) ADDRESSES AND CONTACT POINTS FROM WHICH SPECIFICATIONS AND ADDITIONAL DOCUMENTS (INCLUDING DOCUMENTS FOR COMPETITIVE DIALOGUE AS WELL AS A DYNAMIC PURCHASING SYSTEM) CAN BE OBTAINED

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

III) ADDRESSES AND CONTACT POINTS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENTOfficial name: [Democratic Services Manager, Shropshire Council](#)Postal address: [Shirehall, Abbey Foregate](#)Town: [Shrewsbury](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)

Email:

Fax: [+44 1743255901](#)

Internet address (URL):

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ANNEX B (1)

INFORMATION ABOUT LOTS

LOT NO 1 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 1 - Building

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, refenestration, carpentry and joinery and roofing
ANNEX B (2)

INFORMATION ABOUT LOTS

LOT NO 2 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 2 - Electrical Services

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, refenestration, carpentry and joinery and roofing
ANNEX B (3)

INFORMATION ABOUT LOTS

LOT NO 3 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 3 - Heating Ventilation and Plumbing Services

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

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ANNEX B (4)

INFORMATION ABOUT LOTS

LOT NO 4 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 4 - Painting and Decorating

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

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ANNEX B (5)

INFORMATION ABOUT LOTS

LOT NO 5 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 5 - Refenestration

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

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ANNEX B (6)

INFORMATION ABOUT LOTS

LOT NO 6 TITLE RMC 001(1) - Framework arrangement for the provision of building work

1) SHORT DESCRIPTION

Category 6 - Carpentry and Joinery

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 001(1) - Framework arrangement for the provision of building work including building, electrical services, heating ventilation and plumbing services, painting & decorating, refenestration, carpentry and joinery and roofing

ANNEX B (7)
INFORMATION ABOUT LOTS

LOT NO 7 TITLE **RMC 001(1) - Framework arrangement for the provision of building work**

1) SHORT DESCRIPTION

Category 7 - Roofing

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	
Additional object(s)	45400000	
	45310000	
	45350000	
	45442100	
	45421132	
	45421000	
	45260000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION
(if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS



as per email

Tel: (01743) 252993

Fax: (01743) 255901

nd/crb rmc 001(1)

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

**RMC 001(1) – CONSTRUCTION CONTRACTORS FRAMEWORK
FOR A PERIOD OF INITIALLY 12 MONTHS COMMENCING ON 1 AUGUST 2011**

You are invited to tender for the above framework arrangement. With this letter you will receive copies of the following:

1. Instructions and Terms for Tendering
2. Shropshire Council General Terms and Conditions
3. Framework Response Document to be used for each of the following categories of works:-

Category 1	Building
Category 2	Electrical Services
Category 3	Heating Ventilation and Plumbing Services
Category 4	Painting and Decorating
Category 5	Refenestration
Category 6	Carpentry and Joinery
Category 7	Roofing

4. Framework Conditions (including area map)
5. Return Label

Please note; you may tender for one or more of the categories of work.

Tenders should be made on the enclosed Framework Response Document. **Two hard copies** and **one CD copy** of your Tender must be completed, signed in all relevant places and returned. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 8 April 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**

- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 17 February 2011 to appear in the Supplement to the Official Journal of the European Union.

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.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

personal info

Yours faithfully

Head of Procurement
Enc



GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller.
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software.
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services.
“Council Representative”	the representative appointed by the Council.
"Council"	means Shropshire Council.
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.

"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") .
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services.
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services.
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System).
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor.
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998.
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998.
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998.
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time).
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the

	parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein).
“FOIA”	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
“Form Agreement” of	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to.
“Goods”	means all goods specified in the Agreement.
“Hazardous Goods”	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000.
"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”	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers.
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998.
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor.
“Public body”	as defined in the FOIA 2000.
'Purchase Order'	means the Council's official order which encompasses orders written or

	electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to.
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response.
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly.
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA.
"Security Policy"	the Council's security policy as updated from time to time.
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
"Software"	Specially Written Software, Contractor Software and Third Party Software.
"Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services.
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
“Works”	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council.
‘Writing’	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

2. **GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.

- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3.0 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement.
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms.

5. PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the

duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory has signed for Goods or Services the Council will make payment to the Contractor within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The

Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services,

as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10. TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.

10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held.

10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative.

10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.

10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency.

11. THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13. INDEMNIFICATION

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents.

14. TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of

the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if.

- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances.
- c) 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.
- d) the other party ceases to carry on its business or substantially the whole of its business; or.
- e) 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.

15. ANTI-BRIBERY AND CORRUPTION (W) (Z)

15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title

guarantee all such copyright, design and other intellectual property rights.

- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17. INDEPENDENT CONTRACTORS

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18. SEVERABILITY

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19. ASSIGNING AND SUB-CONTRACTING

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

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

21. HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22. NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND.
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, 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.

23. CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government

department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24. COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably

requested by the Council.

- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25. **PROTECTION OF PERSONAL DATA**

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of

Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27 PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W) (Z)

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

28 INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and

Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29 EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
 - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
 - 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
 - 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party;
 - 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt

Information the Receiving Party shall consult the other party before making any such decision and shall not:

- a) confirm or deny that information is held by the other party, or
- b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause

32.9.5 each party shall bear its own costs of:

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

32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

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

33. SAFEGUARDING(W)(Z)

33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34. SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy.

35 EXPIRY

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37. RIGHTS OF THIRD PARTIES

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Agreements (Rights of Third Parties) Act 1999.

38. ENTIRE AGREEMENT

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

39 FORCE MAJEURE

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 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

39.1.2 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.

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

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

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

as soon as reasonably possible

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

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

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

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

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand;

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

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant;

41.1.4 provides information to management so that services can be improved;

41.1.5 provides effective and suitable remedies;

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

- 41.2 The Contactor shall ensure that:
- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint;
 - 41.2.2 someone who is independent of the matter complained of carries out the investigation;
 - 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations;
 - 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint.
- 41.3 The Contactor will make its complaints procedure available on request.
- 41.4 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 Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 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;
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the

Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, 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.

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant <i>[to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)]</i> ;
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan.

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations.



INSTRUCTIONS AND TERMS FOR TENDERING

**RMC 001(1) – CONSTRUCTION
CONTRACTORS FRAMEWORK**

Tenders must be submitted in accordance with the following conditions and instructions to tender. Any tenders not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

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1.0 Invitation to Tender

You are invited to tender, to form part of a framework of service providers in specific categories of general building works, electrical, mechanical, painting & decorating, refenestration, carpentry and roofing who will be invited to tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of **12 months** commencing on the **1 August 2011** with the option to extend annually for up to a further 3 years

Tenders are to be submitted in accordance with the General Terms and Conditions, the Framework Conditions and the instructions outlined within this document.

2.0 Terms and Conditions

Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the General Terms and Conditions and the Framework Conditions unless the Council shall previously have expressly agreed in writing to the contrary.

The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of contractors and will be required to provide tenders and quotations for building work, electrical services, heating ventilation & plumbing services, painting & decorating, refenestration, carpentry & joinery and roofing work in accordance with the framework agreement throughout its duration.

3.0 Preparation of Tenders

3.1 Completing the Framework Response Document

Tenders should be submitted using the 'Framework 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.

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.

3.2 Tender Preparation and Costs

Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

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

3.3 Requirements

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.

The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying him/herself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

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.

3.4 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.

3.5 Warranty

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

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

3.6 Tender Submission

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 8 April 2011. Two hard copies and one CD copy of your Framework Response Document must be returned**

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.

No unauthorised alteration or addition should be made to the Specification and Framework 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.

The Council's decision on whether or not a Tender is acceptable will be final.

3.7 **Queries**

Any queries arising in relation to this invitation to tender should be raised with _____, Head of Procurement, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than **1 April 2011**.

4.0 **Confidentiality and Freedom of Information**

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.

The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

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.

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.

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.

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.

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.

5.0 Non-Canvassing

Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Tendering

Any Tenderer who:

- (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

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; or

Shall (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) be disqualified. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

7.0 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.

8.0 Award of Contract

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

8.2 Award Notice

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

8.3 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.

8.4 Acceptance

The Tender documentation including, the General Terms and Conditions, Framework Conditions Document, the Framework Response document, these Instructions and Terms for Tendering, 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 contracts of building work, electrical services, heating ventilation & plumbing services, painting & decorating, refenestration, carpentry & joinery and roofing work who will be asked to quote or tender as appropriate for the categories throughout the duration of this framework arrangement. Once a quotation or tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

The Tenderer shall be prepared to commence the provision of the services on the start date of the framework arrangement being **1 August 2011**.

9.0 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.



Framework Conditions Document

RMC 001(1) Construction Contractor Framework

**Please read all 17 pages carefully before completing the
Framework Response Document.**

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A. Tender Scope, Parameters and Information

Tender Description:

The Tender is for the new Shropshire Council Construction Contractors Framework to provide a select list of Contractors from which the Council can procure contractors for its day to day needs in respect of building/construction/construction related works of both capital and revenue nature.

The work will comprise capital new build work, planned and reactive building maintenance work and emergency work, where indicated, across the Councils Property portfolio.

The work will also include that procured for and on behalf of Shropshire & Rescue Service for work throughout the whole of Shropshire, either by Shropshire Council as their agents or by Shropshire & Rescue Service directly.

The objective of the tender is to compile the above Framework of Contractors who will have been pre-approved and checked in terms of Financial strength, Insurance adequacy, Essential Criteria, Health & Safety compliance, Equality & Diversity compliance and Contract Performance for the Council to procure from.

Membership of, and accreditation with, Contractors Health and Safety Assessment Scheme (CHAS), or an equivalent as mutually recognised under SSIP (Safety Schemes In Procurement) is an essential requirement for this Framework.

The Framework will run for an initial period of 12 months commencing on 1st August 2011 with the option to extend it annually for up to a further 3 years making a maximum of 4 years in total.

Shropshire Council reserves the right to use Specialist Contractors outside of this Framework if required due to specialised or unique nature of the work concerned i.e. including but not restricted to; Swimming Pools, Renewable Technology, Buildings of Special Historical Interest. Framework contractors would still be able to compete for such work, should they feel competent to so do.

B. Work Areas

In respect of work procured for Shropshire Council the Council's geographical area will be divided into three sub areas, North Shropshire, Central Shropshire and South Shropshire, see Appendix 1 for a map illustrating the extent of each of these areas. Tenderer's are asked to indicate in their submissions which of these areas they would wish to be considered for work in.

It should be noted however that for work Value Bands above £140K in value, where applicable, the Geographical Area associated with those Value Bands will be "all areas" i.e. the whole area of Shropshire as administrated by Shropshire Council.

C. Work Categories and Value Bands

The Framework Work Categories are as indicated in the table below together with the Value Bands that will be assigned to each. Tendering Contractors will be asked to indicate in their Tender submissions which Areas, which Work Categories and which Value Bands within those Work Categories they wish to be considered for.

Work Category	Emergency work		Work Value Bands					
	In normal hours	Out of hours	£0 - £2K	£2K - £30K	£30K - £140K	£140K - £0.5M	£0.5 - £2M	£2M - £4M
Building	3	3	8	8	8	6	6	6
Electrical Services	3	3	8	8	8	6	6	
Heating, Ventilation & Plumbing Services	3	3	8	8	8	6	6	
Painting & Decorating	3	3	8	8	8			
Refenestration	3	3	8	8	8	6		
Carpentry & Joinery	3	3	8	8	8			
Roofing	3	3	8	8	8	6		

The figures in the above table denote the maximum quantity of contractors that will be invited onto the Framework for each Work Category and Value Band. See also Section B above regarding geographical areas for Value Bands over £140K.

The Emergency Work category is not associated with a given value band and would not generally be expected to exceed £5K at any given time. The definition of normal hours and out of hours is as given below in the Emergency Work category information.

It should be noted that:

Should there be insufficient cover in a given work category and value band of a particular geographical area, then the Council may require contractors from those same work categories and value bands in an adjacent geographical areas to provide the services required.

Should there be insufficient cover in a given work category and value band of a particular geographical area, then the Council may require contractors from those same work categories but in the next highest value bands in the same or adjacent geographical areas to provide the services required.

The Work Value Bands £0 to £2K and £2K to £30K may include work packages within domestic housing properties, small holdings and agricultural premises, as part of the Tender Response Document tenderers will be asked to express their willingness or otherwise to be considered for such work.

Emergency Work Category

Emergency work is defined as work required to prevent/stabilise a life threatening situation, or situations of severe disruption or distress to premises users, or likely to cause damage or loss.

With regard to the Emergency contractors categories, it should be noted that Shropshire Council may use contractors other than the dedicated emergency ones should there not be sufficient emergency cover, or poor performance by an emergency contractor, and/or following suspension/removal of contractors from the Framework.

It is a mandatory requirement under this category that the following response time can and are provided;

Time from receipt of call to attendance on site and commencing appropriate safety action in normal Daytime Hours – within 2 hours.

Time from receipt of call to attendance on site and commencing appropriate safety action Out of Hours – within 2 hours.

Normal Daytime Hours is defined as:- 8am to 5pm Monday to Friday excluding Statutory and Bank Holidays.

Out of Hours is defined as:- Any other time.

Call-out work

Call-out work is defined and determined by Shropshire Council as work, other than that denoted Emergency Work, such as faults or repairs that are disruptive to or affect the proper functioning of a premises, situations that create safety hazards, situations that may cause an area or function to become unavailable if not rectified, or problems that have serious financial implications.

These would not generally be expected to exceed £2K in value at any given time.

Contractors who indicate a willingness to undertake Call-out work will be required ensure that the following response time can be and is provided;

Time from receipt of call to attendance on site and commencing appropriate safety action, at all times – within 24 hours.

D. Procurement & Evaluation Process

This is a single-stage tender process following which successful contractors will be invited onto the various Framework Categories.

Unsuccessful applicants will be informed and may seek feedback from the Council.

The following timetable is indicative and gives approximate dates for each stage of the tender process:

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Participants	17 Feb 2011
2.	Tender return date	Noon 8 April 2011
3.	Contract start date	1 Aug 2011

Generally evaluation will primarily be based on “Scored” criteria with PASS/FAIL information being taken into account secondarily, with the exception of **mandatory** PASS/FAIL criteria as referred to below.

The protocols that will be used in evaluating the tenders received will be based on the following parameters;

£0-£2K and £2K-£30K –	will be evaluated on daywork rates + quality of service and weighted 70% price - 30% quality.
£30K - £140K –	will be evaluate on daywork rates + quality of service and weighted 60% price - 40% quality
£140K-£0.5M (Refenestration and Roofing) -	will be evaluated on daywork rates + quality of service and weighted 60% price - 40% quality.
£140K+ (Building, Electrical Services, Heating Ventilation & Plumbing) –	will be evaluated on quality only.

NOTE: Contractors may be required to attend interview(s) and site visits/evaluation of reference sites will be undertaken where necessary for value bands £140K+ (Building, Electrical Services, Heating Ventilation & Plumbing), as an integral part of the evaluation process.

The Criteria for the Quality assessments will include aspects such as;

Reference Project merit, Technical Skills and Resources, Management of Service Delivery Implementation/Service Delivery, Previous experience, Cost control, Adherence to timescales, Health & Safety, Quality Assurance, Added Value.

The inclusion of information in Tender submissions which is for “Information Only” will not be evaluated or scheduled.

Where specific criteria are designated a mandatory requirement and marked on a PASS/FAIL basis these will be clearly indicated, a FAIL on any of these criteria will automatically exclude the application.

Mandatory requirements will include items such as, appropriate Public Liability Insurance, appropriate Employers Liability Insurance, CHAS Accreditation or equivalent as recognised by SSIP (Safety Schemes In Procurement) and specific trade related items.

Where other criteria are marked on a PASS/FAIL basis, additional information will be taken into account and assessment made against that information before an overall PASS or FAIL is awarded.

Where question areas have several elements that are marked as PASS/FAIL then the overall PASS/FAIL of that section will be based on evaluation of the whole section and not individual elements of it.

When evaluating the submissions for the Emergency category, and only those who have indicated that they wish to be considered for these categories will be evaluated for them, the invitations to those categories will be ranked on overall scores to produce a 1st Emergency,, 2nd Emergency,, 3rd Emergency.

E. Framework Operation Process

The allocation of work packages will be determined by a quotation/mini tender process between all Contractors in the particular category, subject to the exceptions as detailed below. The award criteria to be used following the receipt of the quotations/mini-tenders under the framework will be based on price and delivery.

NOTE:

For the work Value Bands £0 - £2K and £2K - £30K not all contractors invited onto those Value Bands will be invited to provide a quotation for each work package, each time. Below is an outline of how the procurement process for contractors in these Value Bands will operate.

£0 – £2K Value Band	The procurement of a contractor for work packages in this Value Band will be completely rotational – the Council's electronic systems will be used to generate the rotational sequence.
£2K - £30K Value Band	The procurement of contractors to be invited to provide quotations for work packages in this Value Band will be by random selection of 3 out of the 8 contractors in that Value Band - the Council's electronic systems will be used to generate the random selections, subject to the proviso below.

For a 'new site' i.e. where a contractor has not been on site to carry out relevant works previously 3 randomly selected contractors will be invited to provide quotations for the work package as above.

Where a contractor has previously been on site AND has been 'recommended based on past performances at that property' then 2 randomly selected contractors plus the contractor who has previously worked on the site and been recommended, will be invited to provide quotations for the work package.

With respect to the Emergency Work categories, the award of work packages/call-outs will be made to the contractors invited onto those categories follow the ranking order as indicated above, subject to their availability.

For all work packages over £30K in value, formal tenders will be invited from all contractors in the associated Work Area, Work Category and Value Band.

For all work packages over £140K in value, formal tender documentation will be issued in all electronic format only, and contained on CD/CD's.

F. Contractor Performance Evaluation – KPI's

The Council will operate a Performance Monitoring System for Contractors working under this Framework, to enable the recording of and act on, under performance in respect of Contractors/projects.

The system will be a RAG traffic light system for all projects over £2,000 in value. A Contractor who perform adequately and in accordance with our requirements will be recorded as 'Green', all Contractors will start with a Green status by default.

The Monitoring Areas will generally be, but are not restricted to

1. Health and Safety
2. Quality
3. Programme
4. Cost

Examples of issues that could lead to a RoC being raised are repeated instances of:-

failures to produce timely H & S Plans/Manuals, H & S lapses on sites, unacceptable work, poor workmanship, use of non specified materials without authorisation, inadequate control of sub-contractors, lack of adequate services commissioning, inadequate control of sub-contractors, insufficient provision of resources, inadequate programming, failure to adhere to timescales/sectional completions, failure to provide financial information, untimely provision of final accounts.

If validated concern is raised by a Supervising Officer in respect of one of the identified monitoring areas a 'Registration of Concern' rating will be raised and the Contractor will be issued with a Notice to Improve

If a serious incident or serious non performance occurs in respect of one of the identified monitoring areas then a 'Second Amber' status notification will be recorded.

Example:- Warnings issued for Health & Safety lapses on site during the project would warrant a "RoC" rating.

Example a near miss incident occurred on site then a "First or Second Amber" rating would be warranted, dependant upon the severity of the incident.

A rating status can be notified at any time during the project but one will be recorded as a minimum at Practical Completion (if it is an Amber or Red, otherwise a Green will be assumed).

The system process steps;

1. Registration of Concern - Issue to the Contractor/Consultant an "Improvement Notice" recording the issues and giving the opportunity to improve.
Issue of RoC will be by email or FAX.
2. First Amber - Issue to the Contractor a "Warning Notice" recording the issues, previous Notifications and requiring immediate improvement.
Issue of First Amber will be by a formal letter.
3. Second Amber - Issue to the Contractor/Consultant a "Final Warning Notice" recording the issues, previous Notifications and requiring immediate improvement under threat of Framework suspension, for six months or until improvement can be proven to the satisfaction of Property Services, whichever is the shorter period, and requiring the Contractor/Consultant to attend a formal meeting to explain why no improvement has been made.
Issue of Second Amber will be by formal letter.

4. Red - Issue to the Contractor/Consultant a "Suspension Notice" recording the issues, previous Notifications and advising of Framework suspension for six months or until improvement can be proven to the satisfaction of Property Services, whichever is the shorter period
Issue of Red will be by formal letter.

Under exceptional circumstances an issue may be notified and recorded which would warrant an immediate "Red" notification being issued, similarly two Amber notifications in the same monitoring area can result in the same.

Notwithstanding the above the recognised options available under the Terms & Conditions of contracts will still be available to the Council.

The above system will form part of the feedback process that will provide input into the Council's Key Performance Indicator system (KPI) together with Client Satisfaction feedback and Contract Administrator/Employers Agent evaluation.

G. Award Criteria

The evaluation of tenders for this Contract will be based on a Value Assessment approach that enables the Council to assess a tender on both Quality and Cost.

The assessment of Quality will consider written information provided by the tenderer in relation to the specific requirements as set out in the Tender Documents.

All relevant submitted evidence will be assessed/merit rated against pre-determined criteria.

At the sole discretion of the Council, selected Tenderers may be invited to present and demonstrate details of their tenders, to allow clarification of particular points.

Evaluation Criteria

Tenderers will be evaluated on the answers they provide in the Framework Response Document.

The following award criteria is made up of 'pass/fail' questions and 'weighted marked' questions and shows how each section of the Framework Response Document is to be marked.

Pass/Fail Questions

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 competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

ALL VALUE BANDS

Section / Question No.	Selection Criteria
Section C / Q 1 & 2	Applicant details – For information only
Section D / Q 1 & 2	Adequate financial stability & insurance
Section E / Q 1 & 2	Adequate Outcome of previous contracts
Section F / Q 1 & 2	Adequate Health & Safety and Equalities Arrangements and Record
Section I/ Q 1	Evidence of Mandatory Accreditation Requirement
Section J/ Q 1	Evidence of Mandatory Accreditation Requirement
Section L/ Q 1	Evidence of Manufacturer's Accreditation
Section N/ Q 1	Evidence of Manufacturer's Accreditation

Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The tender receiving the highest mark for each category will receive the full % available for that category and other tenders will receive a % that reflects the difference in the marks.

Evaluation of Cost will be carried out as follows:

An average Daywork Rate will be established
An average Overtime Rate will be established
The Materials Mark up will be noted
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded the full marks for that section; others will be awarded a pro rata mark based on the ratio of their mark to the lowest mark. The four section marks will then be totalised to provide total marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;

Daywork Rate – 70%
Overtime Rate- 10%
Materials Mark up – 10%
Labour Mark up – 10%

VALUE BANDS £0 - £2K AND £2K - £30k

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 70%		
Sections H - N	Cost	376 max marks
Total for Cost		70% / 376 max marks
Quality 30%		
Section G / Q 1	Experience & Resources	28 max marks
Section G / Q 2	Accreditations	14 max marks
Section G / Q 3	Contract Experience	70 max marks
Section G / Q 4	Staff Experience	7 max marks
Section G / Q 5	Generic Risk Assessment	7 max marks
Section G / Q 6	Method Statement	7 max marks
Section G / Q 8	Emergency Call-Out	14 max marks
Section G / Q 9	Premises	7 max marks
Section G / Q 10	CRB Checks	7 max marks
Total for Quality		30% / 161 max marks

VALUE BAND £30k - £140k

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60%		
Sections H - N	Cost	231 max marks
Total for Cost		60% / 231 max marks
Quality 40%		
Section G / Q 1	Experience & Resources	28 max marks
Section G / Q 2	Accreditations	14 max marks
Section G / Q 3	Contract Experience	70 max marks
Section G / Q 4	Staff Experience	7 max marks
Section G / Q 5	Generic Risk Assessment	7 max marks
Section G / Q 6	Method Statement	7 max marks
Section G / Q 8	Emergency Call-Out	14 max marks
Section G / Q 10	CRB Checks	7 max marks
Total for Quality		40% / 154 max marks

VALUE BAND £140k - £0.5m (Refenestration & Roofing only)

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60%		
Sections L & N	Cost	210 max marks
Total for Cost		60% / 210 max marks
Quality 40%		
Section G / Q 1	Experience & Resources	28 max marks
Section G / Q 2	Accreditations	14 max marks
Section G / Q 3	Contract Experience	70 max marks
Section G / Q 4	Staff Experience	7 max marks
Section G / Q 5	Generic Risk Assessment	7 max marks
Section G / Q 6	Method Statement	7 max marks
Section G / Q 10	CRB Checks	7 max marks
Total for Quality		40% / 140 max marks

VALUE BANDS £140k - £0.5m, £0.5m - £2m, £2m - £4m, (Category 1 - Building)

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 100%		
Section G / Q 1	Experience & Resources	28 max marks
Section G / Q 2	Accreditations	14 max marks
Section G / Q 3	Contract Experience	70 max marks
Section G / Q 4	Staff Experience	7 max marks
Section G / Q 5	Generic Risk Assessment	7 max marks
Section G / Q 6	Method Statement	7 max marks
Section G / Q 10	CRB Checks	7 max marks
Section G / Q 11	Contract Information	126 max marks
Section G / Q 12	Contract Experience	21 max marks
Total for Quality		100% / 287 max marks

VALUE BANDS £140k - £0.5m, £0.5m - £2m, (Category 2 - Electrical Services and Category 3 - , Heating Ventilation & Plumbing Services) only

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 100%		
Section G / Q 1	Experience & Resources	28 max marks
Section G / Q 2	Accreditations	14 max marks
Section G / Q 3	Contract Experience	70 max marks
Section G / Q 4	Staff Experience	7 max marks
Section G / Q 5	Generic Risk Assessment	7 max marks
Section G / Q 6	Method Statement	7 max marks
Section G / Q 10	CRB Checks	7 max marks
Section G / Q 13	Contract Information	105 max marks
Section G / Q 14	Contract Experience	28 max marks
Total for Quality		100% / 273 max marks

H. Additional Terms & Conditions

For work packages that are awarded that are inclusive of a “Defects Liability Period”, the response times that will be required during that period for emergency works are as defined under the Emergency Work Category above.

Information provided as required by this Tender will be subject to continual evaluation. Random monitoring of invoices submitted in respect of work allocated against Tendered Hourly Rates, and Mark-up percentages will be carried out, for example, Call-out work and Emergency work, should any of these indicate that incorrect rates have been used, then the invoices will be rejected and the Contractor will be required to re-submit his invoice using the correct rates before payment will be authorised.

Financial checks will be carried out annually and monitored by Shropshire Council Audit Team, bad financial strength will result in suspension from the Framework.

It is Shropshire Council's practice to provide contractor details from other relevant frameworks where a work package will include the use of sub contractors and will recommend their use.

Cost information provided as part of the Tender Return submission will be deemed to be fixed for a minimum period of one year from the date of award of the Framework.

Thereafter applications for price adjustments may be submitted which will be considered against the conditions appertaining at that time and in conjunction with the Retail Price Index (RPI) and the Public Sector Index (PSI).

It is entirely the contractor's responsibility to maintain **mandatory framework requirements** up to date and provide updated evidence of such to the Council, contractors who allow mandatory required elements to lapse, or who fail to provide evidence of renewal to the Council will be suspended from the Framework until such time as these have been renewed and evidence of such provided to the Council.

The Council reserves the right to restrict Contractors invitations to price/tender if it is indicated that they are not competent to do projects for the value bands that they are in, or are providing

poor performance on projects within that value band, and ultimately remove Contractors from the Framework should this prove necessary.

The Council has recently introduced a new Ordering/Finance electronic system, Technology Forge, which includes the possible use of a web interface that contractors would be able to log into. The purpose of this would be to enable contractors to directly move the status of works to “completed” to provide the Council with more accurate status information regarding work packages than relying on verbal information or the receipt of invoices. Although this facility is not available at the time of issuing these Tender documents, acceptance of a willingness by contractors to operate this facility as an integral part of the service that they will be providing to the Council is assumed by default.

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

Contractors shall familiarise themselves with the sites and in particular to the problems of gaining access to the sites. 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 Shropshire Council.

Contractors and their employees must report to the premises offices or receptions whenever they are visiting sites to ‘book-in’, and ensure they ‘book-out’ when leaving sites on all occasions.

Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to sign the on site Asbestos Register prior to the commencement of any work on any existing site.

Contractors 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.

IDENTITY PASSES

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

GENERAL HEALTH AND SAFETY

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

Contractors 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 premises management agree to provide in-house toilet facilities, Contractors 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.

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1989
- The Control of pollution Act 1990
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- The Fire Precautions (Workplace) (Amendment) Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002
- Control of Noise at Work Regulations 2005
- Working at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2006
- Construction and Design Management Regulations 2007

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

INDEPENDENT SAFEGUARDING AUTHORITY

When the ISA (Independent Safeguarding Authority) is fully operational Contractors must ensure that all members of staff are registered through the ISA. Written confirmation must be supplied to the Council.

I. TYPES OF CONTRACT: INDUSTRY STANDARDS

Work package values up to £30k will be procured against a Shropshire Council official order and will be in accordance with the Council's General Terms and Conditions.

Work values between £30k and £140k will be procured against a Council official order referencing a particular Form of Contract.

Work values over £140k will be procured against Formal Contracts.

The following are some standard types of Contracts and Agreements that may be applicable to the type of works awarded under this Framework Agreement.

Shropshire Council will seek to use the current version of these standard contracts where appropriate.

A copy of the Council's mandatory clauses is included in this tender pack, these may or may not be specifically referred to in the chosen standard form contract.

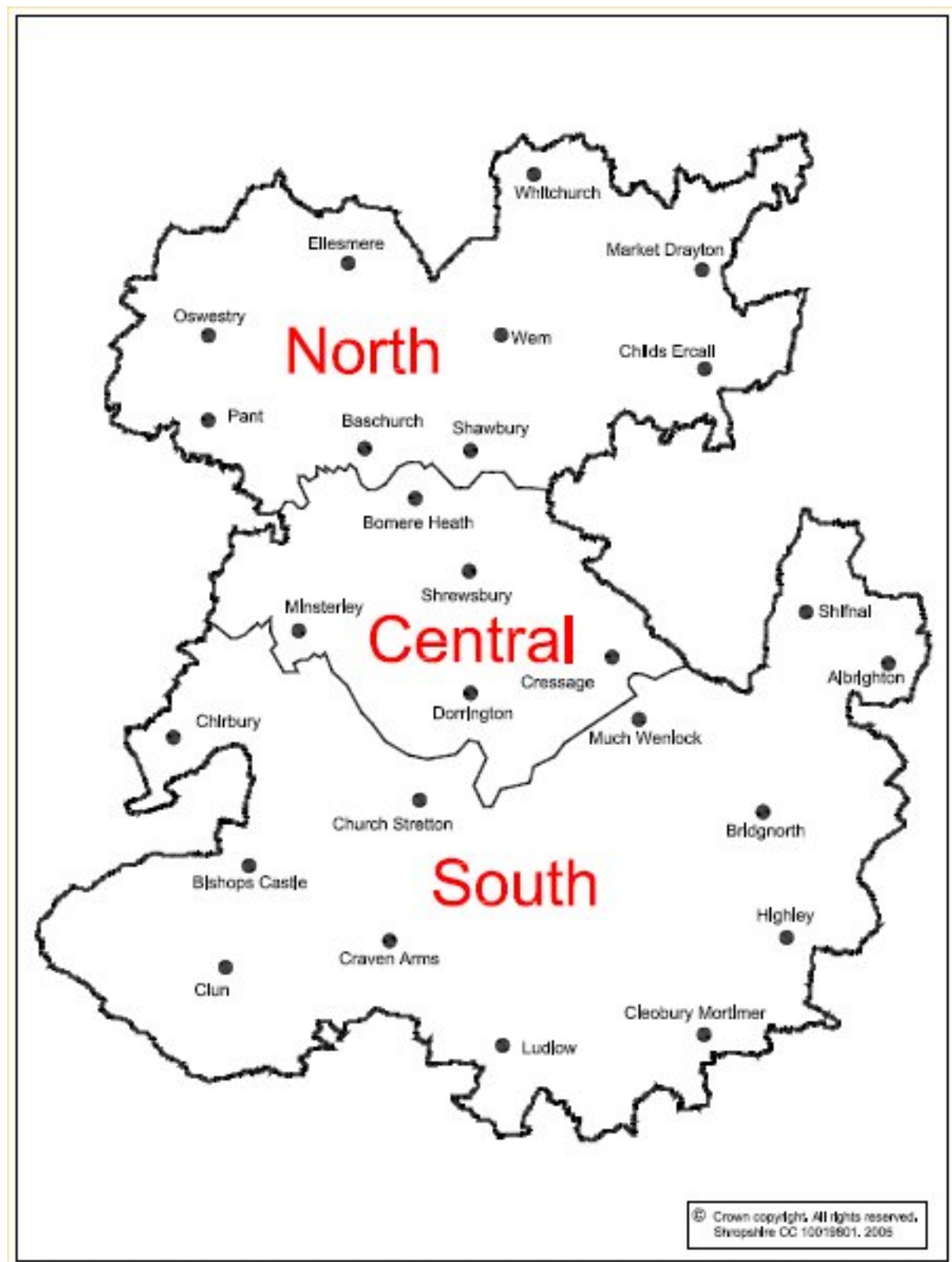
Building and Engineering works

- JCT Standard Form (Local Authorities) Edition (with or without quantities)
- JCT Intermediate Form (IFC98) (simple content only)
- JCT Agreement for Minor Building Works (MW98)
- JCT Standard Form of Management and Associated Works Contract Conditions (1998 Edition)
- JCT Prime Cost Contract (1998 Edition)
- JCT Design & Build Contract (DB 2005)
- JCT Intermediate Building Contract (IC 2005)
- JCT Intermediate Building Contract with Contractor's Design (IC/D 2005)
- JCT Minor Works Building Contract (MW2005)
- JCT Minor Works Building Contract with Contractors Design (MWD 2005)
- JCT Framework Agreement (FA 2005)
- JCT Framework Agreement Non-binding (FA/N 2005)
- JCT Standard Building Contract with Quantities (SBC/Q 2005)
- JCT Standard Building Contract with Approximate Quantities (SBC/AQ 2005)
- Sub-contractors Nominated NSC/C, NSC/W, NAM/SC (1998 Editions)
- ICE Conditions of Contract
- ICE Conditions of Contract (Minor Works)
- The Engineering and Construction Contract (formerly known as the New Engineering Contract)
- ICE - GC/Works (1998 Edition) including GC/Works/1 Standard Condition
- GC/Works/2 Minor Works
- GC/Works/3 Sub-Contract
- Design and Build Contracts

Specialist work associated with building and engineering works

- Institution of Electrical Engineers
- Institution of Mechanical Engineers

Appendix 1 - Map of Geographical Areas





Framework Response Document

RMC 001 (1) Construction Contractor Framework
--

Two hard copies and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 8th April 2011

Name of Applicant: (please insert)	
---	--

This document consists of 45 pages and must be completed in its entirety.

Please read the Framework Conditions Document carefully before completing this document.

Shropshire Council Framework Response Document

Contract Description:

This is a Framework Arrangement for the provision of:-

Building, Electrical, Heating Ventilation & Plumbing Services, Painting & Decorating, Refenestration, Carpentry & Joinery and Roofing Works.

Contents

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Section A

Instructions & Key Information

This Framework Response Document must be completed in its entirety with responses being given to all questions for the Categories, Areas and Value Bands you are tendering for.

Any queries arising in relation to this invitation to tender should be raised with ,
Head of Procurement, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate,
SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email:
procurement@shropshire.gov.uk) quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than **1st April 2011**.

Two hard copies and one CD copy must be returned by 12 noon on the deadline given at the front of the document. Questionnaires returned after this time will not be considered.

All questions require specific responses from you relating to the organisation named. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the questionnaire is not fully completed or is found to be inaccurate.

Where copies of certificates and other details are requested a copy must accompany the hard copy of your Framework Response Document.

Tenderers must also complete and sign the four certificates in Section O. 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.

Filling in the Document

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO <input checked="" type="radio"/>

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

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.

Section B

Category Selection Matrix

MUST BE COMPLETED BY ALL APPLICANTS

Please select the Category, Area, Value Bands and Hours that you are applying for, by ticking the relevant boxes.

		Category 1	Category 2	Category 3	Category 4	Category 5	Category 6	Category 7
		Building	Electrical Services	Heating Ventilation & Plumbing	Painting & Decorating	Refenestration	Carpentry & Joinery	Roofing
Area		North Central South	North Central South	North Central South	North Central South	North Central South	North Central South	North Central South
Value Band £	0 - 2k	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	2k - 30k	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	30k - 140k	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Hours	Normal	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Emergency normal hours	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Emergency out of hours	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Area	All Areas	√	√	√		√		√
Value Band £	140k - 0.5m							
Value Band £	0.5m - 2m							
Value Band £	2m - 4m							

Section C

Applicant Organisation Details

MUST BE COMPLETED BY ALL APPLICANTS

1.	Applicant Details	
1.1	Name of Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	

(b)	Partnership	
(c)	Private Limited Company	
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

Section D

Financial & Insurance Information

MUST BE COMPLETED BY ALL APPLICANTS

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <u>This is a Mandatory Requirement</u>	YES/NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Date policy taken out Expiry date of the policy Policy number/reference Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <u>This is a Mandatory Requirement</u>	YES/NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company	

	Date policy taken out Expiry date of the policy Policy number/reference Conditions/Exceptions																						
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals		Enclosed YES/NO																				
2.	Financial Details																						
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																						
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts)</p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts Copies Enclosed YES / NO</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th><th>Accounts Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> </thead> <tbody> <tr> <td>2007/08</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> <tr> <td>2008/09</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> <tr> <td>2009/10</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>			<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£.....	£.....	YES/NO	2008/09	£.....	£.....	YES/NO	2009/10	£.....	£.....	YES/NO
<u>Company</u>			Accounts Enclosed																				
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2007/08	£.....	£.....	YES/NO																				
2008/09	£.....	£.....	YES/NO																				
2009/10	£.....	£.....	YES/NO																				

2.2	<p>Please show below your company's turnover in the last three financial years, relating to the Categories you are applying for. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 515 1291 860"> <thead> <tr> <th data-bbox="395 515 542 622"><u>Year</u></th> <th data-bbox="542 515 1291 622">Turnover</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 622 542 712">2007/08</td> <td data-bbox="542 622 1291 712">£.....</td> </tr> <tr> <td data-bbox="395 712 542 801">2008/09</td> <td data-bbox="542 712 1291 801">£.....</td> </tr> <tr> <td data-bbox="395 801 542 860">2009/10</td> <td data-bbox="542 801 1291 860">£.....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover	2007/08	£.....	2008/09	£.....	2009/10	£.....
<u>Year</u>	Turnover								
2007/08	£.....								
2008/09	£.....								
2009/10	£.....								

Section E

Claims & Contract Terminations/Deductions

MUST BE COMPLETED BY ALL APPLICANTS

*	<p><i>Why do we need to know this?</i></p> <p><i>The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.</i></p>
---	---

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 3.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

Section F

Health & Safety and Equal Opportunities

MUST BE COMPLETED BY ALL APPLICANTS

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input style="float: right;" type="checkbox"/></p>	YES/NO
1.2	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.3	<p>If YES to 1.2 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	

1.4	Do you routinely carry out Risk Assessments?	YES/NO						
1.5	If YES to 1.4 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)							
1.6	Do you have a health and safety training programme for employees?	YES/NO						
1.7	If YES to 1.6 please state what training has been given.							
1.8	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO						
1.9	Does your company have a recognised health & safety management system? Please give details below:	YES/NO						
1.10	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1"> <tr> <td colspan="2" style="text-align: center;">Total</td> </tr> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </table>		Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								

1.11	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	YES/NO
1.12	Will you be using any sub contractors as part of this contract?	YES/NO
1.13	If YES to 1.12 please give details of who your sub contractors are.	
1.14	If YES to 1.12 how do you ensure they are competent?	
1.15	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	

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2.	Equal Opportunities		
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>		
<p>2.1</p>	<table border="1"> <tr> <td data-bbox="274 1193 1276 1697"> <p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Equality Act 2010 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 <p style="text-align: right;">Copy Enclosed YES / NO</p> </td><td data-bbox="1276 1193 1439 1697"> <p>YES/NO</p> </td></tr> </table>	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Equality Act 2010 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 <p style="text-align: right;">Copy Enclosed YES / NO</p>	<p>YES/NO</p>
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<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Equality Act 2010 as outlined below.</p> <ul style="list-style-type: none"> - Eliminate unlawful discrimination, harassment and victimisation, - Advance equality of opportunity between different groups; and - Foster good relations between different groups <p>How do you promote equality, towards both users and employees as part of your operations?</p>		

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

	<p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p style="text-align: right;">YES / NO</p> <p>Please provide details:</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p style="text-align: right;">YES / NO</p> <p>Please provide details:</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

3.	Essential Membership
3.1	<p>Do you currently hold CHAS Accreditation, an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR an equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)?</p> <p style="text-align: right;">YES/NO</p> <p><u>This is a Mandatory Requirement</u></p>
3.2	<p>If YES to 3.1 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificates attached <input type="checkbox"/></p>

Section G

Contract Specific Questions

MUST BE COMPLETED BY ALL APPLICANTS

1.	Experience & Resources																				
1.1	How many years has your company been providing the services applied for? <div style="text-align: right;">..... years</div>																				
1.2	Total number of employees: _____																				
1.3	Total number of employees engaged solely in the provision of the services applied for? _____																				
1.4	<p>Breakdown of employee position within company:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;"><u>No. of employees</u></th> </tr> </thead> <tbody> <tr> <td>Overall Management</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>On site Management</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Operatives</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Financial/Commercial</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Health & Safety / CDM</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Admin/Clerical</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Trainees</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">.....</td> </tr> </tbody> </table>		<u>No. of employees</u>	Overall Management	On site Management	Operatives	Financial/Commercial	Health & Safety / CDM	Admin/Clerical	Trainees	Other	Total
	<u>No. of employees</u>																				
Overall Management																				
On site Management																				
Operatives																				
Financial/Commercial																				
Health & Safety / CDM																				
Admin/Clerical																				
Trainees																				
Other																				
Total																				

2.	Accreditations
2.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application</p> <p>Please state whether the award belongs to the company or an individual.</p>

	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
2.2	Please state any formal Quality and Environmental Assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

3.	Contract Experience and References				
3.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. Those provided below may be selected for site visits.				
	Name of Client & Project Title	Client Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

4.	Qualifications
4.1	<p>Please confirm the experience details for each of your staff (including any sub-contractors) who would be involved in the contract if you were successful.</p>

8.5.	Out of Hours Contact Telephone Numbers Include names, telephone numbers (mobile and fixed) of all individuals to be used.
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9.	Premises
9.1	Please confirm if your Company is prepared to work in the following types of premises for works in the value bands £0 – £30k:

Domestic housing properties

YES / NO

Smallholdings

YES / NO

Agricultural Premises

YES / NO

Gypsy Traveller Sites

YES / NO

10.	CRB Checks
10.1	Have <u>all</u> or some employees of your Company been through the CRB (Criminal Records Bureau) checking process <div style="text-align: right;"> All Y E S / N O Some Y E S / N O </div> If yes, please enclose details <div style="text-align: right;"> Details Enclosed Y E S / N O </div>

Contract Specific Questions 11 - 14

MUST BE COMPLETED BY ALL APPLICANTS APPLYING FOR VALUE BANDS OF £140K AND ABOVE ONLY

11.	Contract Information – Category 1 Building only
11.1	<p>Provide details of your company's construction capacity and capability in each of the following areas:</p> <ul style="list-style-type: none"> Constructing new build Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. Refurbishment and adaptations of Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. Constructing external hard and soft landscape areas with sustainable drainage systems Undertaking projects within occupied buildings giving details of specific additional measures you may employ on these. Experience in working in occupied buildings where CRB checking has been a particular requirement of that site giving details of specific additional measures you may employ in this situation.
11.2	<ul style="list-style-type: none"> State what work will be sub-contracted. Please state details of your supply chain management process. Provide information on how you manage quality, co-ordination and completion of works by sub-contractors.
11.3	<p>State whether you have been accredited a Considerate Constructor or awarded any other continuous assessment schemes and give details of any relevant assessments and scores.</p> <p>Please tick here if you will be registering contracts awarded under this Framework with the Considerate Constructor or other equivalent schemes, and give details of any parameters, if any, that will apply to such registering.</p> <p><input type="checkbox"/></p>
11.4	Provide details of your company's experience in delivering:

	<ul style="list-style-type: none"> • Sustainable buildings. • Design & Build projects. • Partnering projects.
11.5	What is your waste policy (with regard to environmental issues) both generally and on sites, and how does this interface with sub-contractors?
11.6	<p>Give details of how you ensure that projects are delivered;</p> <p>a) within budget</p> <p>b) within timescales</p> <p>Give details of how you deal with relevant matters that arise and that are reported to you during a project's Defect Liability Period and how you respond to them.</p>
11.7	Give details of how you ensure the build quality and workmanship of your projects. Provide details of processes utilised for handing over projects with minimum defects and snags.
11.8	What is your buying policy (with regard to environmental issues) when purchasing goods and services from other companies?
11.9	Give details of how you manage serious Health & Safety occurrences that may occur during a project i.e. accidents, discovery of asbestos, damage to services

12.	Contract Experience – Category 1 Building only
12.1	<p>For three of the projects included at Question 3 above please provide expanded information to include:-</p> <p>The Tendered Fee for your works £..... £..... £.....</p> <p>The Final Cost of the works £..... £..... £.....</p> <p>Original Contract period </p> <p>Final Completion period </p> <p>Where there is a substantial variance between the two figures given for each parameter above, please explain from your perspective how this is accounted for.</p>

12.2	<p>CV's of your Key/Professional staff engaged on these projects.</p> <p>If the staff you would propose to use on Shropshire Council Projects is different to those included in the detailed reference projects above, then provide CV's for the staff you envisage using on Shropshire Council Projects.</p>
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13.	Contract Information – Category 2 Electrical Services and Category 3 Heating Ventilation and Plumbing Services Only
13.1	<p>Provide details of your company's capacity and capability in each of the following areas:</p> <ul style="list-style-type: none"> • Constructing new build Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. • Refurbishment and adaptations of Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. • Undertaking projects within occupied buildings giving details of specific additional measures you may employ on these. • Experience in working in occupied buildings where CRB checking has been a particular requirement of that site giving details of specific additional measures you may employ in this situation.
13.2	<ul style="list-style-type: none"> • State what work will be sub-contracted. • Please state details of your supply chain management process. • Provide information on how you manage quality, co-ordination and completion of works by specialist sub-contractors.
13.3	<p>Provide details of your company's experience in delivering:</p> <ul style="list-style-type: none"> • Sustainable buildings. • Design & Build projects. • Partnering projects.
13.4	<p>What is your waste policy (with regard to environmental issues) both generally and on sites, and how does this interface with your sub-contractors?</p>

13.5	<p>Give details of how you ensure that projects are delivered;</p> <p>a) within budget</p> <p>b) within timescales</p> <p>Give details of how you deal with relevant matters that arise and that are reported to you during a project's Defect Liability Period and how you respond to them.</p>
13.6	<p>Give details of how you ensure the quality and workmanship of your projects. Provide details of your processes utilised for handing over projects with minimum defects and snags.</p>
13.7	<p>Give details of how you manage serious Health & Safety occurrences that may occur during a project i.e. accidents, discovery of asbestos, damage to services</p>

14.	Contract Experience - Category 2 Electrical Services and Category 3 Heating Ventilation and Plumbing Services Only
14.1	<p>For three of the projects included at Question 3 above, please provide expanded information for each project to include:-</p> <p>The Tendered Fee for your works £..... £..... £.....</p> <p>The Final Cost of the works £..... £..... £.....</p> <p>Original Contract period </p> <p>Final Completion period </p> <p>Where there is a substantial variance between the two figures given for each parameter above, please explain from your perspective how this is accounted for.</p>
14.2	<p>CV's of your Key/Professional staff engaged on these projects.</p> <p>If the staff you would propose to use on Shropshire Council Projects is different to those included in the detailed reference projects above, then provide CV's for the staff you envisage using on Shropshire Council Projects.</p>
14.3	<p>Provide details of a project, including the Client and Project name, where you have performed the role of Principal Contractor. Include a detailed description of the type of project, your precise role in terms of programme, cost and quality, your use and control of sub-contractors, liaison with statutory utilities and your CDM/Health & Safety arrangements.</p>

Section H

Category 1 – Building

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 1 - BUILDING

1. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Carpenter
.....	Bricklayer
.....	Plasterer
.....	Foreman

Overtime Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Carpenter
.....	Bricklayer
.....	Plasterer
.....	Foreman

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed

Name
(please print)

Position

Date

Company

Section I

Category 2 – Electrical Services

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 2 – ELECTRICAL SERVICES

1. Electrical

Please confirm that all work carried out by you will comply with BS7671 - 2008 including all amendments?

Y E S / N O

Is your organisation NICEIC registered?

Y E S / N O

When will registration expire?

Please supply copies of the relevant Registration Certificates.

Copies enclosed Y E S / N O

Are you a member of the ECA?

Y E S / N O

If so, please provide details

Details enclosed Y E S / N O

Membership of either NICEIC or ECA is a Mandatory Requirement

2. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Approved Electrician
.....	Electrician
.....	Technician

Overtime Rates per hour:

£	Operatives Trade
.....	Approved Electrician
.....	Electrician
.....	Technician

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed
.....

Name
(please print)

Position
.....

Date

Company

Section J

Category 3 – Heating, Ventilation & Plumbing Services

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 3 – HEATING VENTILATION & PLUMBING SERVICES

1. Gas Safe & OFTEC

1.1. Is your organisation Gas Safe registered? YES / NO

This is a Mandatory Requirement

1.2. Are all employees to be used on site Gas Safe registered? YES / NO

1.3. Please confirm when Registration expires.

.....

1.4. Please supply copies of all relevant Registration Certificates

Copies enclosed YES / NO.
YES / NO

1.5. Is your organisation OFTEC registered?

This is a Mandatory Requirement

1.6. Please supply copies of all relevant registration certification

Copies enclosed YES / NO

2. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Plumber
.....	Gas Fitter
.....	Foreman
.....	Other

Overtime Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Plumber
.....	Gas Fitter
.....	Foreman
.....	Other

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed
.....

Name
(please print)

Position
.....

Date

Company

Section K

Category 4 – Painting & Decorating

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 4 – PAINTING & DECORATING

1. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Painter/Decorator
.....	Foreman
.....	Other

Overtime Rates per hour:

£	Operatives Trade
	Painter/Decorator
	Foreman
	Other

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed

Name
(please print)

Position

Date

Company

Section L

Category 5 – Refenestration

**MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 5 -
REFENESTRATION**

1. All service providers must be capable of replacing existing wood and metal window systems with Shropshire Council's specified aluminium reinforced pvcu systems. Please confirm below that you are accredited by the manufacturers to install systems made by the following:

Company	Accredited to install by manufacturer	Supply copies of proof of accreditation
Joedan Manufacturing UK Ltd (Architectonics SCLOA System) Unit 3 Northway Gate Ashchurch Tewkesbury Gloucestershire GL20 8JP	Y E S / N O	Proof Supplied: Y E S / N O
Comar Architectural Aluminium Systems (Curtain Walling System) 17 Willow Lane Mitcham Surrey CR4 4NX	Y E S / N O	Proof Supplied: Y E S / N O
WHS Halo (Curtain Walling System) Water Orton Lane Minwort Sutton Coldfield West Midlands B76 9BW	Y E S / N O	Proof Supplied: Y E S / N O
Sapa Building Systems Ltd Alexandra Way Ashchurch Tewkesbury Gloucestershire GL20 8NB	Y E S / N O	Proof Supplied: Y E S / N O
Any other systems (please state)		

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2. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	General Operative
.....	Installer
.....	Foreman

Overtime Rates per hour:

£	Operatives Trade
.....	General Operative
.....	Installer
.....	Foreman

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed Name
(please print)

Position Date

Company

Section M

Category 6 – Carpentry & Joinery

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 6 – CARPENTRY & JOINERY

1. Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Labourer
.....	Carpenter/Joiner
.....	Foreman
.....	Other

Overtime Rates per hour:

£	Operatives Trade
.....	Labourer
.....	Carpenter/Joiner
.....	Foreman
.....	Other

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed

Name
(please print)

Position

Date

Company

Section N

Category 7 – Roofing

MUST BE COMPLETED BY APPLICANTS APPLYING FOR CATEGORY 71 - ROOFING

1. Shropshire County Council has standardised on flat roof systems manufactured by the following approved companies. Service providers must confirm below that they are accredited by the manufacturer to install systems made by these companies.

Company	Accredited to install by manufacturer	Supply copies of proof of accreditation
Single Ply Systems		
Sarnafil Ltd Jarrod Way Bowthorpe Norwich NR5 9JD	Y E S / N O	Proof Supplied: Y E S / N O
Any Other Systems		
Liquid System		
Triflex (UK) Ltd PO Box 311 Newcastle Staffordshire ST5 2LY	Y E S / N O	Proof Supplied: Y E S / N O
Any Other Systems		
Other Roofing		
ICOPAL Barton Dock Road Stretford Manchester M32 0YL	Y E S / N O	Proof Supplied: Y E S / N O
Vulcanite Ltd High Street Criggleston Wakefield WF4 3HT	Y E S / N O	Proof Supplied: Y E S / N O

Italiana Membrane Distributed in UK by EDS Roofing Suppliers (Midlands) Ltd Unit 3 Bilton Way Lutterworth Leicestershire LE17 4JA	Y E S / N O	Proof Supplied: Y E S / N O
Company	Accredited install manufacturer	to by Supply copies of proof of accreditation
Ruberoid Building Products Ltd 14 Tewin Road Welwyn Garden City Herts AL7 1BP	Y E S / N O	Proof Supplied: Y E S / N O
The Garland Company UK Ltd Mercia Road Gloucester GL1 2SQ	Y E S / N O	Proof Supplied: Y E S / N O

2.

Daywork Rates (inclusive of mileage charges)

A cost is to be submitted for each Operative Trade listed below.

Daywork Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Roofer
.....	Foreman

Overtime Rates per hour:

£	Operatives Trade
.....	Labourer/General Operative
.....	Roofer
.....	Foreman

Materials mark up:%

Sub-Contractors:%

Please indicate the period for which these rates will be fixed years
(Refer to the Framework Conditions Document, Section G)

Signed
.....

Name
(please print)

Position
.....

Date

Company

Section O

Form of Tender

MUST BE COMPLETED BY ALL APPLICANTS

Form of Tender

Shropshire Council

Framework Arrangement for the provision of the following Categories:-

Building, Electrical Services, Heating Ventilation & Plumbing Services, Painting & Decorating, Refenestration, Carpentry & Joinery and Roofing Works

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a Framework Arrangement for one or more of the above Categories at the prices and terms agreed and subject to the General Terms & Conditions, the Framework Conditions Document & the Instructions & Terms for Tendering, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

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.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Declaration of Connection with Officers or Elected Members of the Council

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section P

Checklist

MUST BE COMPLETED BY ALL APPLICANTS

Checklist for completed Tenders

Section / Question No.	Documents	Tick if enclosed/complete
D 1.3	Certificates of Insurance	
D 2.1	Accounts	
F 1.1	H&S Policy	
F 2.1	Equal Opportunities Policy	
F 2.7	Equality & Diversity examples	
F 3.2	CHAS Accreditation Certificate	
G 2.1	Professional & Trade Organisation Certificates	
G 2.2	Quality & Environmental Assurance Certificates	
G 5.1	Generic Risk Assessment	
G 6.1	Method Statement	
G 10.1	CRB checks	
G 11	Contract Information (Building over £140k only)	
G 12	Contract Experience (Building over £140k only)	
G 13	Contract Information (Electrical Services and/or Heating Ventilation and Plumbing services over £140k only)	
G 14	Contract Experience (Electrical Services and/or Heating Ventilation and Plumbing services over £140k only)	
I 1.0	NICEIC or ECA Certificates	
J 1.4	Gas Safe certificate	
J 1.6	OFTEC Certificate	
L 1.0	Manufacturers Accreditations	
N 1.0	Manufacturers Accreditations	
O	Form of Tender	
	Declaration on Shropshire Council's Instructions to Tenderers and Special Terms & Conditions Document	
Two hard copies and one CD copy of this questionnaire enclosed		

Please return copies of the completed Tender using the return label provided by the deadline of 12 noon on 8TH April 2011.

Please note any Tenders returned after the deadline will not be considered.