



European Union

Publication of Supplement to the Official Journal of the European Union

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Info & on-line forms: <http://simap.europa.eu>

Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: [Shropshire Council](#)

National ID: *(if known)*

Postal address: [Shirehall, Abbey Foregate](#)

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone: [+44 1743252993](#)

For the attention of:

E-mail: procurement@shropshire.gov.uk

Fax: [+44 1743253910](#)

Internet address(es): *(if applicable)*

General address of the contracting authority/entity: (URL) www.Shropshire.gov.uk

Address of the buyer profile: (URL)

Electronic access to information: (URL)

Electronic submission of tenders and requests to participate: (URL)

Further information can be obtained from

☒ The 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 from

☒ The above mentioned contact point(s) ☐ Other (please complete Annex A.II)

Tenders or requests to participate must be sent to

☐ The above mentioned contact point(s) ☒ Other (please complete Annex A.III)

I.2) Type of the contracting authority

☐ Ministry or any other national or federal authority, including their regional or local sub-divisions

☐ National or federal agency/office

☒ Regional or local authority

☐ Regional or local agency/office

☐ Body governed by public law

☐ European institution/agency or international organisation

☐ Other: *(please specify)*

I.3) Main activity

☒ General public services

☐ Defence

- ☐ Public order and safety
- ☐ Environment
- ☐ Economic and financial affairs
- ☐ Health
- ☐ Housing and community amenities
- ☐ Social protection
- ☐ Recreation, culture and religion
- ☐ Education
- ☐ Other: *(please specify)*

I.4) Contract award on behalf of other contracting authorities

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

☒ yes ☐ no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

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

EMC 023 - Provision of Community Equipment and Associated Services

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 type="radio"/> Works | <input checked="" type="radio"/> Supplies | <input type="radio"/> Services |
| <input type="checkbox"/> Execution | <input checked="" type="radio"/> Purchase | Service category No: |
| <input type="checkbox"/> Design and execution | <input type="radio"/> Lease | Please see Annex C1 for service |
| <input type="checkbox"/> Realisation, by whatever means | <input type="radio"/> Rental | categories |
| of work, corresponding to the | <input type="radio"/> Hire purchase | |
| requirements specified by the | <input type="radio"/> A combination of these | |
| contracting authorities | | |

Main site or location of works, place of delivery or of performance :

Shropshire

NUTS code: UKG

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

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

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

- ☐ Framework agreement with several operators ☒ Framework agreement with a single operator

Number :

or

(if applicable) maximum number : of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years : 4 or in months :

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 : 1300000.00 Currency : GBP

or

Range: between : : and : : Currency :

Frequency and value of the contracts to be awarded : (if known)

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

The Council is looking for a sole supplier to manage the supply, installation and disposal of care and rehabilitation equipment and grab rails in service users' homes. The contract will be for an initial period of 2 years commencing 1 January 2015, with the option to extend for a further 2 years.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	85323000	
Additional object(s)	85312200	

II.1.7) Information about Government Procurement Agreement (GPA) :

The contract is covered by the Government Procurement Agreement (GPA) : ☐ yes ☒ no

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

This contract is divided into lots: ☐ yes ☒ no

(if yes) Tenders may be submitted for

☐ one lot only

☐ one or more lots

☐ all lots

II.1.9) Information about variants:

Variants will be accepted : ☐ yes ☒ no

II.2) Quantity or scope of the contract :

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

(if applicable, give figures only)

Estimated value excluding VAT : 1300000.00 Currency : GBP

or

Range: between : : and : : Currency :

II.2.2) Information about options : (if applicable)

Options : ☐ yes ☒ no

(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :

in months : or in days : (from the award of the contract)

II.2.3) Information about renewals : (if applicable)

This contract is subject to renewal: ☐ yes ☒ no

Number of possible renewals: (if known) or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months : 48 or in days: (from the award of the contract)

or

Starting: (dd/mm/yyyy)
Completion: (dd/mm/yyyy)

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 governing 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)*

[See tender documentation](#)

III.1.4) Other particular conditions: *(if applicable)*

The performance of the contract is subject to particular conditions : ☒ 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 the requirements are met:

[See tender documentation](#)

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

III.2.4) Information about reserved contracts: *(if applicable)*

☐ The contract is restricted to sheltered workshops

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

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

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) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: ☐ yes ☐ no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

☒ Open

☐ Restricted

☐ Accelerated restricted

Justification for the choice of accelerated procedure:

☐ Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : ☐ yes ☐ no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

☐ Accelerated negotiated

Justification for the choice of accelerated procedure:

☐ 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 (if applicable) 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

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.	

Criteria	Weighting	Criteria	Weighting
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used ☐ yes ☒ no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

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

EMC 023

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

☐ yes ☐ no

(if yes)

☐ Prior information notice ☐ Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

☐ Other previous publications(if applicable)

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

Time limit for receipt of requests for documents or for accessing documents

Date: 22/09/2014 Time:

Payable documents ☐ yes ☒ no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

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

Date: 29/09/2014 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:

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

☐ Any EU official language

☒ Official EU language(s):

EN

☐ Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:

until: :

or

Duration in months : or in days : 90 (from the date stated for receipt of tender)

IV.3.8) Conditions for opening of tenders:

Date : (dd/mm/yyyy) Time

(if applicable) Place:

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

☐ yes ☐ no

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement : ☒ yes ☐ no

(if yes) Estimated timing for further notices to be published:

4

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds : ☐ yes ☒ no

(if yes) Reference to project(s) and/or programme(s):

VI.3) Additional information: *(if applicable)*

The Contracting Authority reserves the right not to award a contract if it so wishes. Closing date for the receipt of completed tender is 12 noon on 29 September 2014. Applicants wishing to apply for this requirement should request a tender pack in writing or by email to procurement@shropshire.gov.uk as set out in para 1.1 above

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

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

The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court

(England and Wales).

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

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: (*URL*)

VI.5) Date of dispatch of this notice:

14/08/2014 (*dd/mm/yyyy*) - ID:2014-108059

Annex A

Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: _____ National ID: *(if known)*
Postal address: _____
Town: _____ Postal code: _____ Country: _____
Contact point(s): _____ Telephone: _____
For the attention of: _____
E-mail: _____ Fax: _____
Internet address: *(URL)* _____

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: _____ National ID: *(if known)*
Postal address: _____
Town: _____ Postal code: _____ Country: _____
Contact point(s): _____ Telephone: _____
For the attention of: _____
E-mail: _____ Fax: _____
Internet address: *(URL)* _____

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: [Democratic Services Manager, Shropshire Council](#) National ID: *(if known)*
Postal address: [Shirehall, Abbey Foregate](#)
Town: [Shrewsbury](#) Postal code: [SY2 6ND](#) Country: [United Kingdom \(UK\)](#)
Contact point(s): _____ Telephone: [+44 1743252993](#)
For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)
E-mail: _____ Fax: [+44 1743253910](#)
Internet address: *(URL)* _____

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

Official name [Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.](#) National ID (if known): _____
Postal address: [Shirehall, Abbey Foregate](#)
Town [Shrewsbury](#) Postal code [SY2 6ND](#)
Country [United Kingdom \(UK\)](#)

----- (Use Annex A Section IV as many times as needed) -----

Annex B
Information about lots

Title attributed to the contract by the contracting authority

Lot No : **Lot title :**

1) Short description:

2) Common procurement vocabulary (CPV):

Main vocabulary:

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion: *(if applicable)*

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

Procurement & Contracts

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252051

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

**EMC 023 – PROVISION OF COMMUNITY EQUIPMENT AND ASSOCIATED SERVICES
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Form of Contract
3. Tender Specification and Response Document
4. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. 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 29th September 2014**, 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 14th August 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.

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

If you have any queries relating to this invitation to tender, please contact my colleague [REDACTED] on telephone number 01743 252051.

Yours faithfully

[REDACTED]
Procurement & Contracts

Enc



INSTRUCTIONS FOR TENDERING

**EMC 023 – PROVISION OF
COMMUNITY EQUIPMENT &
ASSOCIATED SERVICES**

Shropshire Council Instructions for tendering

Contract Description:

Manage the Supply, Installation and Disposal of Care & Rehabilitation Equipment and Grab Rails in service users' homes. Also maintain the equipment already situated within service users' homes.

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1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of community equipment and associated services as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1 January 2015 with the option to extend up to the 31 December 2019.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to supply the required goods.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 3.1.2** All documents requiring a signature must be signed;
- a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is

invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 29th September 2014. One hard copy and one CD copy of your Tender Response Document must be returned.**

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable

of acceptance for a period of at least 90 days.

- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process

and/or the Invitation to Tender documents in the manner described below.

- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED] Procurement Officer, Procurement and Contracts, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252051) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 22nd September.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

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

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it

clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to

any Tender or proposed Tender for the services any act or omission.

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

14.0 Value of Contract

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

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 1 January 2015.

16.0 Payment Terms

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

17.0 Liability of Council

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

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not

purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated

BETWEEN

SHROPSHIRE COUNCIL

and

XXXXXXX

FOR

A COMMUNITY EQUIPMENT SERVICE

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	(a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Council is the Data Controller.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
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
Equipment	items of equipment designed to support people in the activities of daily living, and to maintain their independence within their own home
Exempt Information	any information or class of information (including but not limited to any document, report, agreement or other material containing information) relating to this Contract or otherwise relating to the parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	31.12.16
Financial Year	the period of 12 months from and including 1 st April in one year to the 31 st March in the next.

First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
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.
Goods	means items of Equipment
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
The Legislation	Chronically Sick and Disabled Persons Act 1970 and National Health Service Act 1977 and the National Assistance Act 1948
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
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review	the review of Payment as detailed in Clause 5
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Council.

Registration Body	any body which has regulatory powers or responsibilities in respect of the Service Provider
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Satellite Store	a room identified and provided by the Council for storage of Equipment in the administrative area of Shropshire
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor

Standard Equipment	The products listed in the Standard Equipment List to be agreed between the Service Provider and the Council
Standard Equipment List	The Equipment listed in Schedule 3
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:

- i references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - ii the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS

- (A) The Council in the exercise of performing its obligations is desirous of making provision within its area for the supply delivery (installation where required) collection and return as appropriate of equipment for the personal care of Service Users in their private dwellings (the Service)
- (B) The Council has caused to be prepared a detailed Specification in respect of the Service
- (C) This Contract including the Specification shall form the entire Contract between the Parties and supersedes any previous agreements or arrangements

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract.
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clause 10 and 13 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) Payment will be made monthly in arrears upon receipt of satisfactory invoices to the Council and schedule of returns.
- 2(b) Schedule 3 sets out the agreed rates and prices to be used under this contract.
- 2(c) The Service Provider shall not make a charge to the Service User for the Service provided.
- 2(d) 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 Service Provider.
- 2(e) If the Council fails to make any payment due to the Service Provider under this Contract by the due date for payment of an undisputed amount then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:
 - 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 29 Equalities
 - 3(b)(vi) ensure that Staff and Subcontractors 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
 - 3(b)(vii) the Data Protection Act 1998

- 3(b)(viii) the standard required of a local authority under the Human Rights Act 1998.
The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
- 3(b)(ix) the principles of Best Value
- 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
- 3(c) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager and forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Extension and Termination).
- 3(e) The Service Provider warrants that the signing [execution] of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.

4 VARIATION

- 4(a) This Contract may only be varied by consent of both of the parties and any such variation must be in writing and signed by an authorised officer from the Service Provider and an appropriately authorised officer of the Council authorised under the Council's Constitution and it must be annexed to this Contract and shall record the date from which the agreed variation shall have effect.
- 4(b) The Service Provider will not enter into any negotiations either directly or indirectly with any Service User or Third Party the effect of which would be to vary or amend the terms of this Contract without the prior written agreement of the Council.

5 PAYMENT REVIEW

- 5(a) The Service Provider may request the Council to review the Payment under this Contract on the 1st of April following the first full year of operation of the Service and once in each subsequent year of the Contract provided that such request is submitted to the Council by 1st of March in the previous Financial Year to which the increase will apply.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider which shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing.

- 5(c) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(d) An agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(e) The Council's decision after the completion of the payment review shall be final.

6 VARIATION

The Payment does not include VAT and if VAT is payable then the Council will pay this in addition to the Payment provided that the Service Provider supplies the Council with an appropriate VAT notice

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council.
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time

reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.

- 8(g) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
- 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider's address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider's **[add in Job Title]**.
- 9(d) The Council's address for the purpose of delivery of a Notice is Head of Improvement and Efficiency at Shirehall Abbey Foregate Shrewsbury SY2 6ND and a separate copy must also be sent to the Council's Contracts Manager Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.
- 10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:
- 10(b)(i) Failure to comply with a Notice to remedy a breach 10(a)

- 10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
- 10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
- 10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

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

11(b) The Service Provider shall:

- 11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Service Provider as the Council may reasonably request.

11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.

11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.

11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's

absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:

11(e)(i) with the authority; or,

11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or

11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.

11(f) Any notice of termination under clause 11(e) must specify:

11(f)(i) the nature of the Prohibited Act;

11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and

11(f)(iii) the date on which this Contract will terminate.

11(g) Despite clause 14 (Disputes), any dispute relating to:

11(g)(i) the interpretation of clause 11; or

11(g)(ii) the amount or value of any gift, consideration or commission,
shall be determined by the Council and its decision shall be final and conclusive.

11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall 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.

12(b) If appropriate and requested in Writing, the Service Provider may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

- 12(c) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 12(d) If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

13 EXTENSION AND TERMINATION

- 13(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force from the Commencement Date until the Expiry Date. The Council may in its absolute discretion extend the duration of this Contract by a further period of **two years** commencing from the Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of Clause 6.
- 13(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 13(b)(i) by either the Council or the Service Provider by giving **6 months'** Notice in Writing to the other party
 - 13(b)(ii) if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the parties
 - 13(b)(iii) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.
- 13(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 13(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors

and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:

13(d)(i) Fraud or theft from Service Users

13(d)(ii) Neglect of Service Users

13(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse

13(d)(iv) Financial malpractice

13(d)(v) Sexual relationships between Staff and Service Users

13(d)(vi) Racial harassment

13(d)(vii) Loss of registration with Registration Body

13(d)(viii) Under investigation by the Council.

13(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 13 (Extension and Termination) above the Council shall:

13(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;

13(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services

13(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

13(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 13(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

13(g) Where notice to terminate is given pursuant to this clause 13, this Contract shall terminate with effect on the date specified in the notice.

14 DISPUTES

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

14(a)(i) 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

14(a)(ii) 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 Service Provider'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

15 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

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

(a)(i) assign any of its rights under this Contract; or

(a)(ii) transfer all of its rights or obligations by novation, to another person

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

15(b) Any consent required under Clause 15(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

15(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.

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

15(e) Subject to clause 15(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.

15(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 15, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-

Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

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

16 FORCE MAJEURE

- 16(a) Subject to the provisions of clause 16(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 16(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 16(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 16(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.
- 16(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors.

17 WAIVER

Failure at any time by either party to enforce any of the provisions hereof shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or the right of the Council to enforce any provision of this Contract in accordance with its terms.

18 SEVERANCE

If any of the provisions of this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

19 STATUTORY DUTIES

- 19(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service.
- 19(b) The Service Provider and its Staff must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost.

20 LAW

- 20(a) This Contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.
- 20(b) Where the Service Provider consists of 2 or more persons all the obligations of the Service Provider shall be deemed to be complied with by such persons jointly and severally and any reference to the masculine gender shall include reference to the female and any reference to the singular shall include referral to the plural.
- 20(c) Any reference to an act includes reference to any statutory re-enactment or modification thereof.

21 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Contract under the Contracts (Rights of Third Parties) Act 1999.

22 REMEDIES CUMULATIVE

Any remedy or right which the Council may exercise in relation to a breach committed by the Service Provider shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available to the Council.

23 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

Nothing in this Contract shall prejudice or affect the Council's right powers duties and obligations to the exercise of its functions as a local authority.

24 CONCLUSION OF CONTRACT

- 24(a) Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract.
- 24(b) Clause 24(a) is subject to the provisions of Clause 30 Confidential Information.

25 SUSTAINABILITY

The Service Provider will at all times use its best endeavours to source all materials used to provide the Service from sustainable and renewable sources

26 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

- 26(a) The Service Provider 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.
- 26(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider 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.
- 26(c) The Service Provider shall:
- 26(c)(i) 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;
 - 26(c)(ii) provide the Council, at the Service Provider'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
 - 26(c)(iii) provide, at the Service Provider'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 EIR.
- 26(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 26(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 26(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's 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 EIR to disclose information concerning the Service Provider or the Services:

- 26(f)(i) in certain circumstances without consulting the Service Provider; or
 - 26(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 26(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 26(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 26(h) 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 Contract or otherwise relating to any other party.

27 TUPE

- 27(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non-compliance by the Service Provider with this Clause 27(a) then:
- 27(a)(i) the parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
 - 27(a)(ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council officer time.
- 27(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 Breach or 13 Extension & Termination of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the

purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-

27(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Sub-Contractor employed in the Service

27(b)(ii) the terms and conditions of employment of those Staff and

27(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause.

27(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.

27(d) Throughout the period specified in Clause 27(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.

27(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Sub-Contractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Contractors.

27(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Sub-Contractors and agents in the orderly transfer of any relevant Staff.

27(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its Sub-Contractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.

27(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Sub-Contractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.

27(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE

- 27(j) The Service Provider undertakes:
- 27(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract
 - 27(j)(ii) to consult with Staff and trade unions during the whole process of TUPE.
- 27(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

28 RESTRICTION ON EMPLOYMENT

- 28(a) Section 21 of the Immigration Asylum and Nationality Act 2006 ("the Act") provides that an employer commits an offence if he employs a person subject to immigration control who has attained the age of 16, if the employee has not been granted leave to enter, or remain in, the United Kingdom, or if his leave is not valid and subsisting or is subject to a condition precluding him from taking up employment.
- 28(b) The Service Provider warrants that it has fully complied with its obligations under the Act with regard to checks on its Staff being provided under this Contract and in so doing has taken account of the requirements of the Act and of the requirements of the Immigration (Restriction on Employment) Order 2007 "the Order" or in any future statutory re-enactment or modification thereof.
- 28(c) In complying with the requirements of the Act and with the Order the Service Provider confirms that it has not infringed any equal opportunity legislation in particular the Equalities Act 2010 with regard to the appearance or perceived nationality of their Staff.
- 28(d) Notwithstanding the above the Service Provider agrees to indemnify the Council for any expense liability loss claim or proceedings whatever arising due to the Service Provider's failure to comply with the requirements of the Act and the Order where a court or tribunal may subsequently find in law that the Service Provider's Staff provided under this Contract is an employee of the Council.

29 EQUALITIES

- 29(a) The Service Provider 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 Contract, or in its employment practices.

- 29(b) Without prejudice to the generality of the foregoing, the Service Provider 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(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29(f) The Service Provider 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 Service Provider's compliance with the above conditions.

30 CONFIDENTIAL INFORMATION

- 30(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 30(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 30(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 30(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 30(d)(i) treat the other Party's Confidential Information as confidential; and
 - 30(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent

- 30(e) Clause 30(d) shall not apply to the extent that:
- 30(e)(i) 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
 - 30(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 30(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 30(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 30(e)(v) it is independently developed without access to the other party's Confidential Information.
- 30(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 30(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 30(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 30 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 30(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraph 6 of Schedule 1 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 30(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 30(j)(i) only use the Confidential Information for the purposes of this Contract
 - 30(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse

- 30(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 30(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
 - 30(k)(i) to any consultant, contractor or other person engaged by the Council
 - 30(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 30(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 30(m) The provisions of this Clause shall survive the expiration or termination of this Contract.

31 COUNCIL DATA

- 31(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 31(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 31(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 31(d) The Service Provider 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.
- 31(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
 - 31(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 31(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 31(e)(iii) Transfer of data to and from the system is conducted in a secure manner.

- 31(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 31(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 31(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 31(g) If at any time the Service Provider 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 Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 31(h) The Service Provider 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.
- 31(i) Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 31(h) above shall be borne by the Parties as follows:
- 31(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
 - 31(i)(ii) 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).

32 DATA PROTECTION

- 32(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 32(b) Notwithstanding the general obligation in clause 32(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the

Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

32(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;

32(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 32(b); and

32(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.

32(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

32(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.

32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:

32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data

32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates

32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.

32(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

33 PROTECTION OF PERSONAL DATA

33(a) With respect to the Parties' rights and obligations under this Contract, the parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.

33(b) The Service Provider shall:

33(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998

- 33(b)(ii) 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
- 33(b)(iii) 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
- 33(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
- 33(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
- 33(b)(vi) Ensure that all Service Provider Staff 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.
- 33(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 33(b)(viii) 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.
- 33(b)(ix) 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)

- d) providing the Council with any information requested by the Council
- 33(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider'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 Service Provider is in full compliance with its obligations under this Contract.
- 33(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 33(b)(xii) 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
- 33(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 33(d) The Service Provider shall ensure that its Staff, 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.

34 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 34(a) 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:
 - 34(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 34(a)(ii) to review the Service Provider'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
- 34(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

- 34(c) Subject to the Council's obligations of confidentiality, the Service Provider 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:
- 34(c)(i) all information requested by the Council within the permitted scope of the audit
 - 34(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 34(c)(iii) access to Service Provider's Staff
- 34(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 34(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 34(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 34(g) 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 Contract which may be conducted as specified in this Contract.

35 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise i.e. Pandemic influenza, powers cuts etc. and a copy must be sent to the Council upon request.

36 AGREEMENT STATUS AND TRANSPARENCY

- 36(a) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (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 Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 37(a) The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always consult the relevant codes of practice for further detailed guidance. The Service Provider Manager is the managing authority for the purpose of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).
- 37(b) The Service Provider will comply with the conditions set as a result of DOLS Authorisation being given.

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
- 38(a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.
- 38(c) Whichever complaint system is used the Service Provider shall ensure that:
- 38(c)(i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
 - 38(c)(ii) 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 Service Provider's investigations
 - 38(c)(iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure

referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.

- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

39 SAFEGUARDING

- 39(a) The parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The Service Provider shall:
 - 39(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - 39(a)(ii) monitor the level and validity of the checks under this clause 39(a) for each member of the Service Provider's Staff.
- 39(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 39(c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 39 have been met.
- 39(d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.

- 39(e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 39(f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 39(a) above.

40 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 40(a) 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.
- 40(b) 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.

IN THE WITNESS of which the Parties hereto have executed this document on the above date by their duly authorised officers

SCHEDULE ONE SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The Parties will seek to provide a Service that:
 - 1.1.1 encourages the rights of Service Users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
 - 1.1.4 ensures that the privacy and individuality of all Service Users is respected
 - 1.1.5 respects the confidentiality of any information gained about Service Users
 - 1.1.6 fosters independence and enables Service Users to reach their full potential

- 1.1.7 protects Service Users when they are vulnerable.
- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service.
- 1.3 In providing the Service the Service Provider must also comply with any of the practices, performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by any regulatory body.

2.0 ADMINISTRATION

The Service Provider will supply information which the Council may request from time to time in order to comply with for example the Department of Health, Department for Communities and Local Government requirements or other statutory or regulatory bodies who may from time to time require the Council to supply information.

3.0 REFERRALS TO THE SERVICE

The Council will make referrals for the Service to the Service Provider but the Council expects provision to be made to meet requests from customers who wish to purchase direct from the Service Provider, for example through their direct payment.

4.0 STAFFING

Recruitment and Selection

- 4.1 The Service Provider must inform Staff that the Council reserves the right to view their Staff records.
- 4.2 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability, skill, knowledge, training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.
- 4.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 4.4 The Service Provider will ensure that:
- 4.4.1 There is a clear written job description and employee specification for all Staff.
- 4.4.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.

- 4.4.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
- 4.4.4 References are received and checked before employment commences, including the authenticity of the reference.
- 4.4.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
- 4.4.6 Recruitment procedures are in accordance with clause 39 of this Contract (Safeguarding).
- 4.4.7 The identity of all Staff is verified prior to employment using an official document.
- 4.4.8 The authenticity of qualifications is checked prior to employment.
- 4.4.9 Staff are provided with information about their conditions of employment.
- 4.4.10 All Staff make a written undertaking in respect of confidentiality.
- 4.4.11 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.
- 4.4.12 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable to provide the Service appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 4.5 The Service Provider must inform Staff on commencement of employment that their names, addresses and telephone contact number may be released to the Council at the time of monitoring in order that a random selection of Staff to interview on a confidential basis may be undertaken by the Council. This information will only be used for this purpose and will not be retained (other than in an anonymised format in relation to Staff interviewed after completion of the monitoring exercise).

Qualifications and Experience

- 4.6 It is essential that all Staff recruited to the Service meet the requirements of any relevant legislation.

- 4.7 The Service Provider's manager should provide evidence of the effective systems in place to manage Staff and systems effectively and to establish positive relationships with other professionals.

Induction

- 4.8 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include:
- 4.8.1 A programme introducing Staff to the Service Provider's organisation its policies procedures and standards
 - 4.8.2 Confidentiality and security of Service User information and access to information
 - 4.8.3 Adult protection in accordance with the the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 4.8.4 Health and Safety
 - 4.8.5 Working practices and how the Service Provider's organisations policies procedures and standards apply to a day on a day basis
- 4.9 The Service Provider will ensure that its Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them.

5.0 POLICIES, PROCEDURES AND GUIDANCE

- 5.1 The Service Provider should have the following policies, procedures and/or guidance in place:
- 5.1.1 Operational policies including recruitment and retention of Staff.
 - 5.1.2 Grievance and disciplinary procedures.
 - 5.1.3 Health and Safety
 - 5.1.4 Confidentiality record keeping and security
 - 5.1.5 Lone/out of hours working
 - 5.1.6 Staff training
 - 5.1.7 Risk Management policy and procedure.
 - 5.1.8 Whistleblowing
 - 5.1.9 Equal Opportunities and Anti-Discriminatory Practice
 - 5.1.10 Adult Protection in line with the Safeguarding adults: multi-agency policy and procedures for the West Midlands
- 5.2 The Service Provider will ensure that all Staff have access to copies of all the policies and procedures listed above and that Staff sign to indicate that they have received read and understood each one and such documentation will be retained for management and inspection purposes.

6.0 RECORD KEEPING AND CONFIDENTIALITY

- 6.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 6.2 A register of staff must be maintained which should include the following information
 - 6.2.1 name, address and telephone number
 - 6.2.2 position held and hours worked
 - 6.2.3 next of kin - name, address and telephone number
 - 6.2.4 GP - name, address and telephone number
 - 6.2.5 Date of issue of identification and retrieval if appropriate
 - 6.2.6 Recruitment details including references, evidence of Disclosure and Barring check and interview
 - 6.2.7 Induction and training records
 - 6.2.8 Copies of training certificates and qualifications
- 6.3 The Service Provider will ensure that:
 - 6.3.1 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
 - 6.3.2 Confidentiality and security training needs are assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
 - 6.3.3 Staff contracts explicitly mention confidentiality and disclosure issues
 - 6.3.4 the flows of Service User information are reviewed
 - 6.3.5 information collections have a named owner (member of Staff) who is responsible for protecting access
 - 6.3.6 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
 - 6.3.7 protocols governing the sharing of Service User information with other organisations is agreed and understood
 - 6.3.8 a named individual is appointed who will have responsibility for data security
 - 6.3.9 incidents involving security breaches are anticipated and dealt with appropriately
 - 6.3.10 security issues are monitored and reported
 - 6.3.11 passwords are used to safeguard information held on computer regarding the Service
 - 6.3.12 only authorised persons have access to information and only if they need it to

carry out their roles

6.3.13 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

7.0 HEALTH & SAFETY

- 7.1 The Service Provider must have a Health and Safety Policy in line with the Health & Safety at Work Act 1974 and of the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents.
- 7.2 Staff should be required to follow good practice in all matters relating to health and safety and be provided with appropriate training.
- 7.3 Records of all Health & Safety training, including refresher training must be kept and held locally.
- 7.4 All accidents and incidents involving the Service must be recorded
- 7.5 For as long as this Contract remains in force the Service Provider must have in place and adhere to a Health and Safety policy which complies with all statutory requirements, and provide details of this policy to the Council at any time upon request.

8.0 TRANSPORT

- 8.1 Business related Staff travel and transport costs will be the responsibility of the Service Provider as part of the Service.
- 8.2 Vehicles used by Staff to transport the Equipment should carry appropriate insurance and be regularly serviced and any concerns about roadworthiness and safety reported to the Service Provider's Manager.
- 8.3 Any driver used by the Service Provider to transport Service Users MUST:-
- Declare any driving convictions
 - Be authorised by the Service Provider
 - Be over 21 years of age
 - Hold a current driving licence appropriate for the vehicle driven

9.0 QUALITY ASSURANCE

- 9.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.
- 9.2 The Service Provider must have documented systems which enable it to:
- 9.2.1 check on whether it is delivering the Service in accordance with the Service Specification
- 9.2.2 check whether it is doing this efficiently and effectively
- 9.2.3 check on whether Staff are provided safe systems of work
- 9.2.4 check to ensure that all records are up to date

10.0 MONITORING

- 10.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Service Provider which shall include the recruitment and selection of Staff and adherence to policies and procedures.
- 10.2 Without prejudice to the generality of the foregoing the Service Provider shall permit Council Officer at all reasonable times to inspect or witness the Service Provider's provision of the Service for the purpose of monitoring the Service Provider's performance of its obligations under this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect the Service Provider's rules as to security health and safety

SCHEDULE TWO

SERVICE SPECIFICATION

PART A: SERVICE TO PROCURE, STORE, DELIVER, REPAIR AND RECYCLE COMMUNITY CARE AND REHABILITATION EQUIPMENT

General Specification

1. The overriding aim of this contract is to provide a service for the provision of community equipment, as detailed below, which is of good quality, is cost efficient. A minimum of 98% of Equipment ordered from the Standard Equipment List is required to be delivered, and installed where necessary, within 7 days from the day of order.
2. The Service Provider shall ensure that all Equipment supplied by it, including any repaired or recycled Equipment is checked for faults prior to supply and is fit and safe for use by the Service User.
3. The Service will comprise the following elements:
 - 3.1 Provision of Equipment from a Standard Equipment List (see Schedule 3 of this Contract). The Service Provider will maintain stocks of these items to ensure that timely deliveries can be made. The Standard Equipment List will be subject to review by the Council at three monthly intervals.
 - 3.2 Provision of equipment which is not included in the Standard Equipment List, by direct ordering from manufacturers, when requested to do so by Council staff.
 - 3.3 Delivery of Equipment to Service Users' homes.
 - 3.4 Installation and set up of Equipment in Service Users' homes, so that it is ready for use. The Service Provider shall ensure that any installation work is carried out by a competent and qualified member of Staff

- 3.5 Deliveries and installation of Equipment will be made within five working days of requisitions being received from the Council staff, except when a priority delivery is requested.
- 3.6 There will be a priority delivery option, where delivery will be made within two working days of receipt of requisition.
- 3.7 The Service Provider will maintain records of equipment issued, and the Service Users to whom it has been issued, to enable the provision of maintenance, repair, recall and collection of Equipment.
- 3.8 The Service Provider will have a system to ensure that Standard Equipment is stocked and maintained in Satellite Stores for immediate access by Council staff.
- 3.9 Equipment will be regularly maintained according to the manufacturer's recommendations in each case, and the Service Provider shall ensure that Staff undertaking maintenance work are competent and qualified to carry out such work.
- 3.10 The Service Provider will provide a telephone number, for the use of Service Users and Council staff, via which repairs to Equipment can be requested.
- 3.11 Repairs to Equipment will be carried out following requests from Service Users or Council staff. Repairs will be commenced within five days of request, and the Service Provider shall ensure that Staff undertaking repairs are competent and qualified to carry out such work.
- 3.12 The Service Provider will guarantee all Equipment, including recycled equipment, which it supplies to Service Users, for a period of 12 months. Equipment which is under guarantee will be repaired or replaced by the Service Provider, at the expense of the Service Provider.
- 3.13 Where Equipment is covered by a manufacturer's guarantee and needs to be returned to the manufacturer, a replacement item will be supplied to the Service User within five working days.
- 3.14 Where appropriate, equipment which is no longer covered by the Service Provider's or manufacturer's guarantees will be repaired by the Service Provider, for which the Service Provider will be paid a call out fee and hourly rate as specified in Schedule 3.
- 3.15 The Service Provider will maintain information from manufacturers relating to product safety, and will implement measures to immediately recall faulty equipment from Service Users' homes if this becomes necessary.
- 3.16 The Service Provider will collect Equipment from Service Users' homes when it is no longer required with the exception of items which are identified by the Council for the Service Provider as not appropriate for collection. This will include all Equipment owned by the Council, which may or may not have been supplied by the Service Provider.

- 3.17 The Service Provider will provide the Council with performance information on a basis and format to be agreed between the Parties at the quarterly review meetings. The Council may from time to time request information on an ad hoc basis, and this information will be provided by the Service Provider within 2 Working Days of the request.
- 3.18 The Service Provider will provide regular briefings to Council staff, relating to service protocols and to specific products.
- 3.19 Review meetings between the Service Provider and Council staff will be held on a three monthly basis. These will include consideration of modifications to the Standard Equipment List, and to agreed protocols.
4. The provider must keep sufficient supplies of the Equipment included on the Standard List of Equipment in order to ensure that timely deliveries can be made to Service Users.
 5. The Standard List of Equipment is shown in Schedule 3. This list will be subject to alteration, with the agreement of all Parties, at the three-monthly review meetings.
 6. The Service Provider will make available sufficient copies of an up to date web based on-line catalogue of standard equipment, which will be in a user friendly format and will be illustrated, to allow staff and Service Users to visualise the equipment.
 7. An up to date and detailed list of all non-Standard Equipment available for issue will be maintained by the Service Provider for Council Officers to view at any time (for instance this may be made available on the Provider's website).
 8. The Service Provider will order any equipment which is not included on the Standard Equipment List when requested to do so by the Council via the requisition process and ensure that such equipment is obtained at competitive costs. The Service Provider will receive, store, deliver, fit and make ready for use such Equipment in Service Users' homes.
 9. The Service Provider will adhere to a requisition process to be agreed with the Council. This could include fax or email requisitions. The Service Provider will provide all necessary equipment to operate this requisition system.
 10. In each case the Service Provider will make every effort to contact individual Service Users by telephone to establish a mutually convenient delivery time. Deliveries will normally take place between 9am to 5pm on a Working Day.
 11. Where the home environment is found to be unsuitable by Service Provider Staff the Service Provider will inform the Council of this within one working day.
 12. All Staff entering Service Users' homes will be clearly identified as employees of the Service Provider, and will carry identification to this effect. The Service Provider will provide a telephone number to any Service Users who wish to check the employee's identity. In the case of the delivery of sensory impairment equipment the identity will be in a format that is suitable for the recipient to understand.

13. Service Users' homes will be left in a clean and tidy condition after any delivery, fitting, maintenance or repair activity. All packaging and other waste will be removed from the Service User's home.
14. The Service Provider will keep electronic records relating to Equipment issued to Service Users. All Staff having access to this information will maintain data security.
15. The history of each piece of Equipment issued will be traceable either through the electronic records or by another means.
16. The Service Provider will be responsible for compiling and adhering to maintenance schedules for those pieces of Equipment which require a maintenance programme.
17. Collection of Equipment which is no longer required will be carried out within five working days of a request being made. All items of Equipment issued by the Council, whether or not they were issued by the Service Provider, will be collected.
18. Where appropriate, used items of Equipment will be cleaned and re-issued. All such Equipment must be made hygienic and safe, according to appropriate health and safety regulations, before being supplied to Service Users. Where an item is to be re-used, a credit will be given to the Council, according to a schedule to be agreed with the Service Provider. On payment of this credit, ownership of the item will pass to the Service Provider.
19. It will be the responsibility of the Service Provider to dispose of any items which are not to be recycled.

PART B: SERVICE TO PROVIDE, INSTALL, FIT AND REPAIR ADAPTATIONS IN SERVICE USERS' HOMES

This specification covers the supply and installation of floor fixtures, furniture adaptations and simple internal and external grab rails, in Service Users' homes.

1. All Service Provider Staff entering Service Users' homes in pursuance of this Service will be identifiable as employees of the Service Provider, and will carry checkable identification.
2. Service Provider Staff carrying out fitting of grab rails will be provided with suitable work wear by the Service Provider.
3. Tools and equipment used for the fitting of grab rails will be appropriate to the task and maintained in a safe condition.
4. All Staff undertaking the fitting of grab rails will have undertaken training covering the following key elements:
 - Identification of the structure to which the fixing is to be made
 - Selection of the fixing most appropriate to the structure and rail
 - The correct use of fixings

- Safe use of appropriate power tools
 - Identification of asbestos (within the walls of Service Users' homes).
5. All Staff undertaking the fitting of furniture adaptations will have undertaken appropriate training to fit the particular adaptation.
 6. The Service Provider will produce a written policy on action to be taken in the event of asbestos being discovered in order to protect the Staff member and Service User from exposure.
 7. Service Users' homes will be left in a clean and tidy condition after any delivery, fitting, maintenance or repair activity. All packaging and other waste will be removed from the Service User's home.
 8. Any damage caused to Service User's homes during the fitting of grab rails will be the responsibility of the Service Provider. Any such damage must be made good, or compensation must be paid to the Service User for the damage occasioned.

PART C: SERVICE TO MAINTAIN EQUIPMENT BELONGING TO SHROPSHIRE COUNCIL WHICH IS ALREADY SITUATED WITHIN SERVICE USER'S HOMES

Maintain equipment belonging to Shropshire Council, which is already situated within Service Users' homes

1. The intention of this Contract is to ensure that electromechanical equipment within Service Users' homes, which was originally supplied by the Council and remains the Council's property, is properly maintained in accordance with manufacturers' guidelines in each case.
2. The Service Provider will liaise with the Council to agree which items need to be maintained on a programmed basis.
3. The Service Provider will use information supplied by the Council to draw up a suitable maintenance programme for such items.
4. Information relating to Service Users, which is supplied by the Council for this purpose, will be kept confidential by the supplier.
5. The Service Provider will undertake visits to Service Users' homes, according to the maintenance schedules, in order to check the safety and condition of items of Equipment.
6. If an item of Equipment is faulty, the Council must be informed of this immediately.
7. The Service Provider will contact the Service User by telephone in order to arrange a mutually convenient date and time for the maintenance check to take place.
8. The Service Provider will ensure that the maintenance history of each item of equipment for which maintenance is undertaken is traceable.
9. All Service Provider Staff entering Service Users' homes in pursuance of this Service will be

- identifiable as employees of the Service Provider, and will carry checkable identification.
10. Service Provider Staff will be provided with suitable work wear by the Service Provider.
 11. The Service Provider will adhere to health and safety regulations in the carrying out of maintenance checks.
 12. Any equipment used for maintenance activities will be appropriate to the task and maintained in a safe condition.
 13. Payment will be made for maintenance activities on the basis of the number of items which have an active maintenance programme.
 14. The Service Provider will provide information to the Council as requested to enable this Contract to be monitored.

SCHEDULE THREE
PRICES FROM 01.01.15

Product description	Proposed Manufacturer	Service Provider Code	Contract price
Floor Fix Kit Mowbray			
Standard Commode			
Commode-Dovedale Adj.			
Chemical Toilet-Elsan			
Commode- Adj Height & Detach Arms			
Raised Toilet Seat - 6in			
Toilet Frame Mowbray Style Seat			
Commode - Glideabout W Footplates and X4 W Brake			
Bottom Wiper			
Commode - Glideabout Push Bar			

Mowbray Extra Wide li Return As Sp			
Toilet Frame - Floor Fixing Kit			
Bottom Buddy			
Commode - Extra Wide			
Mowbray Extra Wide, T Frame & Seat			
Chemical for Chemical Toilet			
Linton Raised Toilet Seat 2"			
Linton Raised Toilet Seat 4"			
Adjustable Height Toilet Surround			
Sock & Stocking Aid			
Tapturners - Crystal			
Fixed Shoe Horn Long Handled			
Plastic Half Step			
Wingmore Trolley			
Standard Helping Hand			
Helping Hand - 32in			
Shower Stool			
Shower Chair-Hght Adj 22St			
Corner Shower Stool			

Myco Adjustable Swivel Bather			
Neptune Bathlift			
Neptune Corner Bathlift Kit			
Attendant Propelled Shower Chair Bowl			
Height Adjustable Economy Shower Chair			
Half Step			
Swivel Bather Wall Brackets			
Aquila Bath Lift			
Bellavita Bathlift			
Swivel Bather Adj Width - Return As Sp			
Swivel Bather Adj Width - Return As Sp			
Bath Board - Merlin 26in X 9in			
Bath Board - Merlin 27in X 9in			
Bath Board - Merlin 28in X 9in			
Slatted Shower Board - Merlin 26in X 15in			
Slatted Shower Board - Merlin 28in X 15in			
Slatted Plastic Shower Board - 27in X 15in			
Bath Seat - Slatted 12in High			
Shower Chair-Hght Adj 25St			

Bath Seat Slatted 6in			
Bath Seat Slatted 8in			
Swivel Bather Adj Height Raisers 3in			
Swivel Bather Adj Height Raisers 6in			
Portable Shower Screen			
Morris Settee Raiser			
Bed Rope Ladder			
Rise Easy Single			
Langham Adjustable Bed Raiser for Wooden Legs			
Multipurpose Raiser Main Unit			
Multipurpose Raiser Spreader Bar			
Multipurpose Raiser Clip On Base			
Standard Bed Raisers			
Annual Ppm - Quiet Knight Mattress Variator			
Adjustable Back Support			
Overbed Table			
Annual Ppm - Pillow Lifter			
2 In 1 Bed Rail - Mk 2			
Grabrail - 12" Plastic			

Grabrail - 18" Plastic			
Grabrail - 24" Plastic			
Grab Rail 560mm 22"(18" Internal) White			
Cranked Grab Rail 18in			
Grab Rails Plastic Coated 12in			
Grab Rails Plastic Coated 24in			
Newel Rail Right			
Newel Rail Left			
Drop Down Rail - Adj Inc Leg Support			
Corner Bathseat Small			
Corner Bathseat Medium			
Adjustable Table			
Deluxe Floor Sitter - Small			
Deluxe Floor Sitter - Medium			
Heathfield Combi Toilet Chair Size 1			
Corner Sitter Size 1			
Nursery Table Size 1			
Jenx Nursery Tables			
Paediatric Toilet Frames			

Aqua Joy Junior Plus Bathift			
Breezi Chairs			
Otter Bathing System Small			
Otter Bathing System Medium			
Children's Height Adjustable Commode			
Rifton Toilet St Smll Wth Mounting Bars			
Large Rifton Toilet Seat & Mounting Bar			
Threshold Ramp - Fibreglass 3"			
Portable Ramp 1M			
Threshold Ramp 4in			
2m Telescopic Ramp			
Lightweight Telescopic Ramps 1170mm			
Langham Linked Raiser for Wooden Legs			
Malvern Stool Adjustable			
Morris Chair Raiser Adjustable			
Pu Mould Stool W.Arms + Padded Back			
Hd Perching Stool With Back and Arms			
Chair Raisers			
5in Armchair Raiser 5"			

Pu Padded Corner Shower Stool			
Btransxlb - Aquatec Transfer Swivel and Slide Unit			
Sammons Preston Bendable Long Handled Sponges Round			
Dorking Stocking Donner			
Sammons Preston Long Handled Sponge Round			
Lotion\Cream Applicator - Long Handled			
Dual Handle Leg Lifter			
Width Adjustable Economy Toilet Frame			
Parnell Premier Plus Bedrail			
Spa Bathroom Step With Hand\Towel Rail			
Heavy Duty Swivel bather			

OTHER CHARGES	

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SIGNED by)
 authorised signatory on behalf of)
 SHROPSHIRE COUNCIL)

SIGNED by)
 authorised signatory on behalf of)
 SHROPSHIRE COUNCIL)

SIGNED by)
 authorised signatory on behalf of)
 the SERVICE PROVIDER)

Name.....

Position in Organisation.....



Tender Response Document

EMC 023 – Provision of Community Equipment and Associated Services

Name of TENDERING
ORGANISATION
(please insert)

**Ross Auto Engineering Limited (Trading
as Ross Care)**

Shropshire Council Tender Response Document

Contract Description:

Manage the Supply, Installation and Disposal of Care & Rehabilitation Equipment and Grab Rails in service users' homes. Also maintain the equipment already situated within service users' homes.

The contract will be for an initial period of 2 years commencing 1 January 2015, with the option to extend for a further 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

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A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers 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.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety, Equalities & Safeguarding: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (600 marks)		
Section H / Q 1	Price	60% / 600 max marks
Total for price		60% / 600 max marks
Quality 40% (400 marks)		
Section H / Q 1	Fitting of adoptions	15% / 150 max marks
Section H / Q 2	Timescales & availability	10% / 100 max marks
Section H / Q 3	Assistive Technology	5% / 50 max marks
Section H / Q 4	Customer focus and consumer model	5% / 50 max marks
Section H / Q 5	System for ordering of specialist equipment	5% / 50 max marks
Total for quality		40% / 400 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

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

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 600. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Pricing will be assessed on the total basket cost inserted on page 36

Where tenders are unable to submit prices for more than 80% of the equipment required, they may be disqualified.

Please note, where pricing is requested but not submitted the Council reserves the right to substitute an average price based on other submitted tenders.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for provision of Community Equipment and associated services

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

Signed

Name



Date

22nd September 2014

Designation

Finance Director

Company

Ross Auto Engineering Limited (trading as Ross Care)

Address

Westfield Road, Wallasey, Merseyside

Post Code

CH44 7HX

Tel No

0151 653 6000

Fax No

0151 653 8543

E-mail address



Web address

rosscare.co.uk

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status Chairman

Signed (2) Status Finance Director

(For and on behalf of Ross Auto Engineering Limited trading as Ross Care)

Date 22nd September 2014

Section A:
3. Non-Collusive Tendering Certificate

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 Chairman

Signed (2) Status Finance Director

(For and on behalf of Ross Auto Engineering Limited trading as Ross Care)

Date 22nd September 2014

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

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

Yes / No

If yes, please give details:

Name	Relationship

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 Chairman

Signed (2)

Status Finance Director

(For and on behalf of Ross Auto Engineering Limited trading as Ross Care)

Date 22nd September 2014

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Ross Auto Engineering Limited (trading as Ross Care) Address: Westfield Road, Wallasey, Merseyside Postcode: CH44 7HX Tel: 0151 653 6000 Email: [REDACTED]	
1.2	Registered name (if different from above): Registered Office Address: C/O Hollows Davies Crane, Hoghton Chambers, Hoghton Street, Southport Postcode: PR9 0TB Company registration number: 469301	
1.3	Details of the individual completing this application and to which we may correspond: Name: [REDACTED] Job title: Finance Director Correspondence Address: Ross Care, Westfield Road, Wallasey, Merseyside Postcode: CH44 7HX Tel: 0151 653 6000 Email: [REDACTED]	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	Yes
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	Are you a Small or Medium Sized Enterprise (SME)	YES

	<p><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>	YES/NO
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2.	Company History/Background	
2.1	Date Company established: June 1949	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name: Ross Care Holdings Limited</p> <p>Registered Address: Hollows Davies Crane, Hoghton Chambers, Hoghton Street, Southport,</p> <p>Postcode: PR9 0TB</p> <p>Registration Number: 3082075</p>	
2.4	How many years has your company been providing community equipment?	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of community equipment?	

Section C:

Financial & Insurance Information

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	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Axa Insurance</p> <p>Date policy taken out 4th July 2014</p> <p>Expiry date of the policy 4th July 2015</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Axa Insurance</p> <p>Date policy taken out 4th July 2014</p> <p>Expiry date of the policy 4th July 2015</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES Appendix 1
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</i></p>	

	<p><i>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) Also provide copies of your last 2 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <tr> <th colspan="3"><u>Company</u></th><th>Account s Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><td></td></tr> <tr> <td>2011/12</td><td>██████████</td><td>██████████</td><td>YES</td></tr> <tr> <td>2012/13</td><td>██████████</td><td>██████████</td><td>YES</td></tr> <tr> <td></td><td></td><td></td><td>Appendix 2</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2011/12	██████████	██████████	YES	2012/13	██████████	██████████	YES				Appendix 2
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2011/12	██████████	██████████	YES																		
2012/13	██████████	██████████	YES																		
			Appendix 2																		
2.2	<p>Please show below your company's turnover in the provision of community equipment, in the last two financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <tr> <th><u>Year</u></th><th>Turnover in relation to community equipment</th></tr> <tr> <td>2011/12</td><td>██████████</td></tr> <tr> <td>2012/13</td><td>██████████</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to community equipment	2011/12	██████████	2012/13	██████████														
<u>Year</u>	Turnover in relation to community equipment																				
2011/12	██████████																				
2012/13	██████████																				

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details. Not Applicable	

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. No contracts have been terminated early	
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. No Fines, Penalties or Deductions have been made	

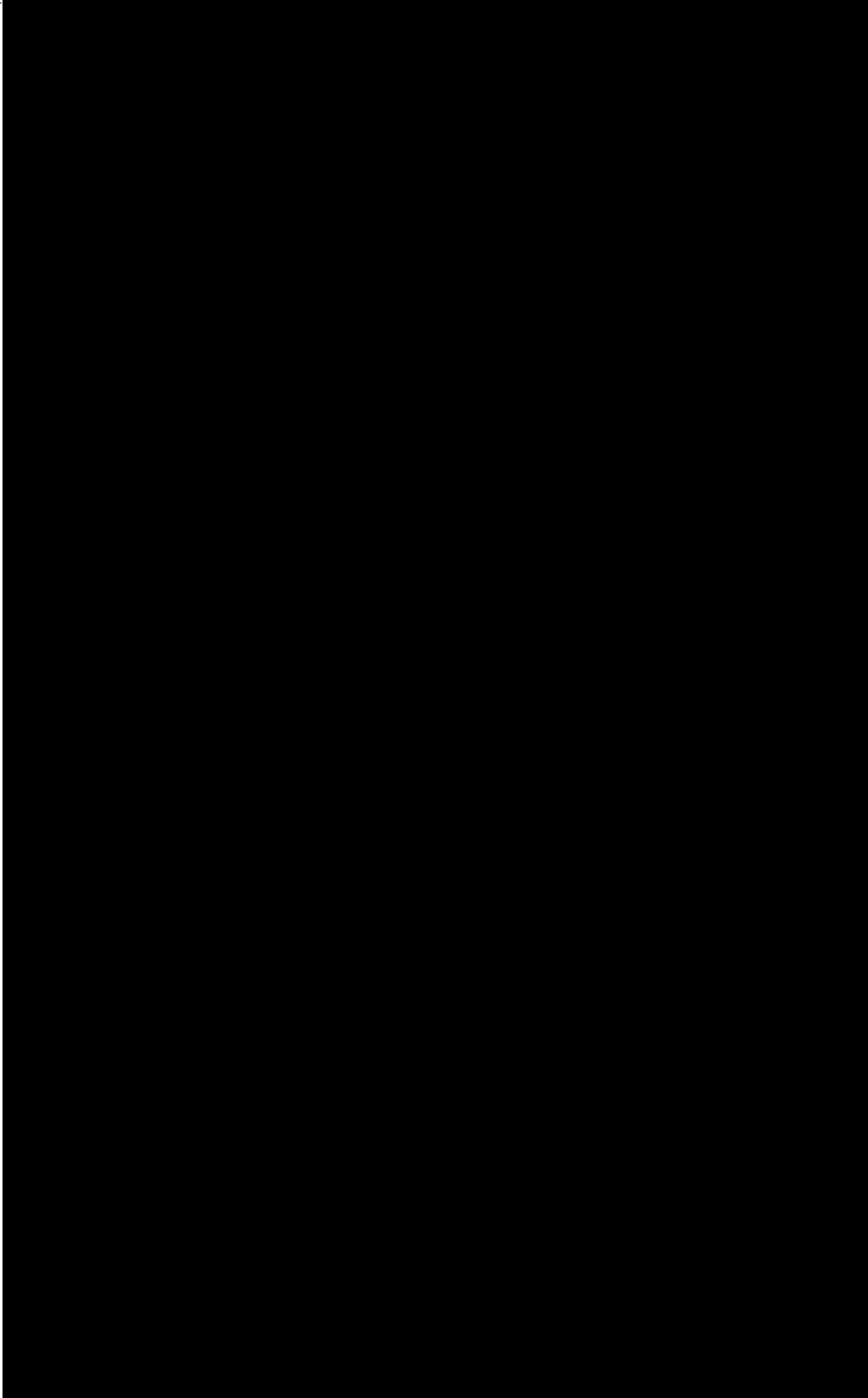
Section E: **Health & Safety and Equal Opportunities**

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 checked="" type="checkbox"/></p> <p>The Ross Health & Safety Policy Statement is included as Appendix 3 – the full Health and Safety Policy and Manual is available on request</p>	<p>YES</p> <p>Appendix 3</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	<p>YES</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS (via Safety Schemes in Procurement –SSIP)</p> <p>Reference No: Not Applicable</p> <p>Date accreditation expires or is to be renewed: 6th December 2014</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/> Appendix 4</p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur). Not Applicable	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.) <div style="background-color: black; height: 100px; width: 100%;"></div>	

[illegible]

1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>YES</p>

1.12	<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" data-bbox="432 264 1015 456"> <tr> <td data-bbox="432 293 820 371">No. of accidents reported under RIDDOR last year</td><td data-bbox="820 293 1015 371">Total [REDACTED]</td></tr> <tr> <td data-bbox="432 371 820 456">No. of accidents reported under RIDDOR this year</td><td data-bbox="820 371 1015 456">[REDACTED]</td></tr> </table>	No. of accidents reported under RIDDOR last year	Total [REDACTED]	No. of accidents reported under RIDDOR this year	[REDACTED]
No. of accidents reported under RIDDOR last year	Total [REDACTED]				
No. of accidents reported under RIDDOR this year	[REDACTED]				
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	YES			
1.14	Will you be using any sub contractors as part of this contract?	NO			
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>[REDACTED]</p>				
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>[REDACTED]</p>				
1.17	<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</p>				

	<p>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> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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2.	Equal Opportunities	
*	<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></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	

2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <p>- Human Rights Act 1998</p> <p>- Equality Act 2010</p> <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p>Please see the following Appendices</p> <p>5.1 Ross Care Equal Opportunities Policy</p> <p>5.2 Recruitment and Selection Policy and Procedures</p> <p>5.3 Job Advert</p> <p>5.4 Application Form</p>	Enclosed YES Appendix 5
2.2	<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 Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none">• Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;• Advance equality of opportunity between those who share protected characteristics and those who do not;• Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <div></div> <div></div> <div></div>	

	<div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	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?	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 2.8 and 2.9)</p> <p>How do you 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 and career progression?</p> <p>Please provide evidence of the above.</p> <p>Applications are monitored (see Appendix 6)</p> <div style="background-color: black; height: 40px; width: 100%;"></div>	

2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p> <p>Please see attached the Ross Care Grievance Procedure</p>	<p>YES</p> <p>Appendix 7</p>
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO

3.	Safeguarding of adults and children (for services where staff come into regular contact with children and adults)	
*	<p><i>Why do we need to know this?</i></p> <p><i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p><i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)” and the equivalent for adults</i></p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations.</i></p> <p><i>The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
3.1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p> <p>Please see Appendix 8</p>	<p>Enclosed YES</p> <p>Enclosed YES</p>
3.2	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>	

3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed Status Finance Director (For and on behalf of Ross Auto Engineering Limited trading as Ross Care)</p> <p>Date 22nd September 2014</p>
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Section F:

Contract Experience and References

1.	Contract Experience and References				
1.1	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.				
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4					
5					
6					


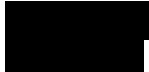
7					
8					
9					
10					

2.	
2.1	<p data-bbox="264 208 1356 342">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply.</p> <div data-bbox="264 376 1414 548"><p>[REDACTED]</p></div> <div data-bbox="264 577 1075 683"><p>[REDACTED]</p></div> <div data-bbox="264 712 1326 817"><p>[REDACTED]</p></div> <div data-bbox="264 846 1414 1019"><p>[REDACTED]</p></div> <div data-bbox="264 1048 1406 1254"><p>[REDACTED]</p></div> <div data-bbox="264 1317 1386 1556"><p>[REDACTED]</p></div> <div data-bbox="264 1585 1414 1792"><p>[REDACTED]</p></div> <div data-bbox="264 1821 1406 2027"><p>[REDACTED]</p></div>

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

Section G: **Accreditations and Skills Level**

1.	Accreditations			
1.1	<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
	British Healthcare Trades Association	[REDACTED]	1980's	1 st October 2015

	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed NO Awaiting new certificate
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	NQA Quality Assurance			Original 16/1/1997 Reissued 6 th June 2013	6 th June 2016
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES Appendix 10

Section H: Tender Schedule

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit (Quantity x value)	Total Basket Price
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Toileting

Floor Fix Kit Mowbray	4			3			
Standard Commode	14			17			
Commode-Dovedale Adj.	13			14			
Chemical Toilet-Elsan	5			2			
Commode- Adj Height & Detach Arms	4			4			
Raised Toilet Seat - 6in	4			3			
Toilet Frame Mowbray Style Seat	109			56			
Commode - Glideabout W Footplates and X4 W Brake	5			5			
Bottom Wiper	2			0			
Commode - Glideabout Push Bar	5			5			
Mowbray Extra Wide li Return As Sp	1			0			
Toilet Frame - Floor Fixing Kit	7			2			

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Bottom Buddy	20			1			
Commode - Extra Wide	3			1			
Mowbray Extra Wide, T Frame & Seat	8			2			
Chemical for Chemical Toilet	3			0			
Linton Raised Toilet Seat 2"	65			12			
Linton Raised Toilet Seat 4"	73			20			
Adjustable Height Toilet Surround	98			38			

Aids for Daily Living

Sock & Stocking Aid	10			0			
Tapturners - Crystal	5			1			
Fixed Shoe Horn Long Handled	7			0			
Plastic Half Step	39			9			
Wingmore Trolley	84			53			
Standard Helping Hand	29			2			

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Helping Hand - 32in	8	████	████	0	██	██	████

Bathing

Shower Stool	117	████	████	29	████	████	████
Shower Chair-Height Adj 22St	104	████	████	22	████	████	████
Corner Shower Stool	66	████	████	29	████	████	████
Myco Adjustable Swivel Bather	89	████	████	48	████	████	████
Neptune Bathlift	135	████	████	140	████	████	████
Neptune Corner Bathlift Kit	4	████	████	1	████	████	████
Attendant Propelled Shower Chair Bewl li	43	████	████	24	████	████	████
Height Adjustable Economy Shower Chair	61	████	████	21	████	████	████
Half Step	158	████	████	55	████	████	████
Swivel Bather Wall Brackets	1	████	████	0	██	██	████
Aquila Bath Lift	7	████	████	0	██	██	████
Bellavita Bathlift	85	████	████	80	████	████	████

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Swivel Bather Adj Width - Return As Sp	2			3			
Swivel Bather Adj Width - Return As Sp	2			0			
Bath Board - Merlin 26in X 9in	22			5			
Bath Board - Merlin 27in X 9in	63			13			
Bath Board - Merlin 28in X 9in	12			1			
Slatted Shower Board - Merlin 26in X 15in	37			6			
Slatted Shower Board - Merlin 28in X 15in	12			3			
Slatted Plastic Shower Board - 27in X 15in	51			7			
Bath Seat - Slatted 12in High	9			3			
Shower Chair-Height Adj 25St	21			2			
Bath Seat Slatted 6in	6			4			
Bath Seat Slatted 8in	20			6			
Swivel Bather Adj Height Raisers 3in	1			1			
Swivel Bather Adj Height Raisers 6in	1			2			
Portable Shower Screen	9			9			

commercial info

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Bedroom							
Morris Settee Raiser	11			0			
Bed Rope Ladder	3			1			
Rise Easy Single	2			2			
Langham Adjustable Bed Raiser for Wooden Legs	7			9			
Multipurpose Raiser Main Unit	105			42			
Multipurpose Raiser Spreader Bar	59			20			
Multipurpose Raiser Clip On Base	338			68			
Standard Bed Raisers	2			0			
Quiet Knight Mattress Variator	14			15			
Adjustable Back Support	10			6			
Overbed Table	15			8			
Pillow Lifter	7			11			
2 In 1 Bed Rail - Mk 2	153			31			

commercial info

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
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Grabrails

Grabrail - 12" Plastic	10			0			
Grabrail - 18" Plastic	13			0			
Grabrail - 24" Plastic	4			0			
Cranked Grab Rail 18in	3			0			
Grab Rails Plastic Coated 12in	4			1			
Drop Down Rail - Adj Inc Leg Support	6			0			

Paediatrics

Corner Bathseat Small	7			4			
Corner Bathseat Medium	2			0			
Deluxe Floor Sitter - Small	4			6			
Deluxe Floor Sitter - Medium	1			1			
Heathfield Combi Toilet Chair Size 1	4			4			

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Corner Sitter Size 1	1			1			
Nursery Table Size 1	2			0			
Jenx Nursery Tables	1			0			
Paediatric Toilet Frames	3			0			
Aqua Joy Junior Plus Bathlift	4			5			
Breezi Chairs	7			4			
Otter Bathing System Small	5			2			
Otter Bathing System Medium	1			1			
Rifton Toilet St Small with Mounting Bars	3			3			
Large Rifton Toilet Seat & Mounting Bar	6			2			

Ramps

Threshold Ramp - Fibreglass 3"	12			6			
Portable Ramp 1M	5			4			
Threshold Ramp 4in	15			7			

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
2m Telescopic Ramp	1			2			
Lightweight Telescopic Ramps 1170mm	16			8			

Seating

Langham Linked Raiser for Wooden Legs	8			10			
Malvern Stool Adjustable	16			10			
Morris Chair Raiser Adjustable	2			1			
Pu Mould Stool W.Arms + Padded Back	201			102			
Hd Perching Stool With Back and Arms	14			9			
Chair Raisers	11			3			
5in Armchair Raiser 5"	1			1			

Special Items

Pu Padded Corner Shower Stool	2			0	n/a	n/a	
Btransxlb - Aquatec Transfer Swivel and Slide Unit	2			0	n/a	n/a	

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Standard Folding Shower Seat With Legs	3	██████	██████	0	n/a	n/a	██████
Pu Padded Corner Shower Stool	3	██████	██████	0	n/a	n/a	██████
Sammons Preston Bendable Long Handled Sponges Round	10	██████	██████	0	n/a	n/a	██████
Dorking Stocking Donner	4	██████	██████	0	n/a	n/a	██████
Sammons Preston Long Handled Sponge Round	10	██████	██████	0	n/a	n/a	██████
Buckingham Caddy	9	██████	██████	0	n/a	n/a	██████
Spreader Board	3	██████	██████	0	n/a	n/a	██████
Swedish Grab Rails	2	██████	██████	0	n/a	n/a	██████
Cooking Basket	2	██████	██████	0	n/a	n/a	██████
Lotion/Cream Applicator - Long Handled	5	██████	██████	0	n/a	n/a	██████
Dual Handle Leg Lifter	10	██████	██████	0	n/a	n/a	██████
Width Adjustable Economy Toilet Frame	2	██████	██████	0	n/a	n/a	██████
Fibreglass Threshold Ramp 127mm (5")	2	██████	██████	0	n/a	n/a	██████
Langham Bath Step 8 Inches	2	██████	██████	0	n/a	n/a	██████
Parnell Premier Plus Bedrail	5	██████	██████	0	n/a	n/a	██████

Description	Quantity Ordered	Delivered Price per unit	Total Price (quantity ordered x delivered unit price)	Collection Quantity	Collection Value	Total Collection Credit	Total Basket Price
Inflatable Bathing Cushion	5			0	n/a	n/a	
Spa Bathroom Step With Hand\Towel Rail	4			0	n/a	n/a	
Heavy Duty Swivel bather	2			0	n/a	n/a	
Other costs in providing service (please specify)							£
A. Total Basket Price							

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Please also complete the table below providing all prices

B. Delivery Charge per delivery of single or multiple items to one address in Shropshire based on delivery within 5 Days.	██████
C.Number of estimated annual deliveries within 5 days.	████
D. Delivery Charge per delivery of single or multiple items to one address in Shropshire based on delivery within 2 Days.	██████
E. Number of estimated annual deliveries	██
F. Total Delivery Charge for Basket (B x C + D x E from above)	████████
G.Collection Charge per collection of single or multiple items from one address in Shropshire	██████
H.Number of estimated annual collections	████
I. Total Collection Cost For Basket (G x H from above)	████████
J. Number of estimated Chargeable repairs (all repairs last 12 months were chargeable)	██

K.Call out Charge	
L.Hourly Repair Rate for one hour	
M. Total Repair cost for Basket (based on 1 hour repair) (K+L x J from above)	
N.Flat rate maintenance charge per maintenance visit	
O.Number of estimated maintenance visits per annum	
P. Total Maintenance cost per annum for basket (N x O from above)	

[illegible]

[illegible]

	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED]

[illegible]

3.	Infrastructure to accommodate weekend and out of hours working
	<p data-bbox="264 275 1378 342">We anticipate there will be exceptional circumstances where out of hours or weekend work may be required.</p> <p data-bbox="264 376 1391 477">Please detail your company's infrastructure stating how you would ensure that you are able to accommodate weekend and out of hours work when required. How do you ensure you meet the timescales required?</p> <div data-bbox="264 510 1420 784"></div> <div data-bbox="264 813 1420 1052"></div> <div data-bbox="264 1081 1367 1220"></div> <div data-bbox="264 1249 1382 1321"></div> <div data-bbox="264 1350 1420 1556"></div> <div data-bbox="264 1585 1362 1657"></div> <div data-bbox="264 1686 1382 1758"></div> <div data-bbox="264 1787 1382 1859"></div> <div data-bbox="264 1888 1420 2024"></div>

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

4.	Assistive Technology
	<p data-bbox="264 241 1356 309">With respect to assistive technology – how will you ensure that your company stays abreast of technological advances and product development?</p> <div data-bbox="264 342 1388 481" style="background-color: black; height: 60px; width: 100%;"></div> <div data-bbox="264 510 1083 582" style="background-color: black; height: 30px; width: 100%;"></div> <div data-bbox="264 611 1318 683" style="background-color: black; height: 30px; width: 100%;"></div> <div data-bbox="264 712 1347 784" style="background-color: black; height: 30px; width: 100%;"></div> <div data-bbox="264 813 1374 983" style="background-color: black; height: 70px; width: 100%;"></div> <div data-bbox="264 1012 1350 1151" style="background-color: black; height: 60px; width: 100%;"></div> <div data-bbox="264 1214 1385 1534" style="background-color: black; height: 140px; width: 100%;"></div> <div data-bbox="264 1563 1342 1668" style="background-color: black; height: 45px; width: 100%;"></div> <div data-bbox="264 1729 1350 1868" style="background-color: black; height: 60px; width: 100%;"></div> <div data-bbox="264 1897 1385 2033" style="background-color: black; height: 60px; width: 100%;"></div>

	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
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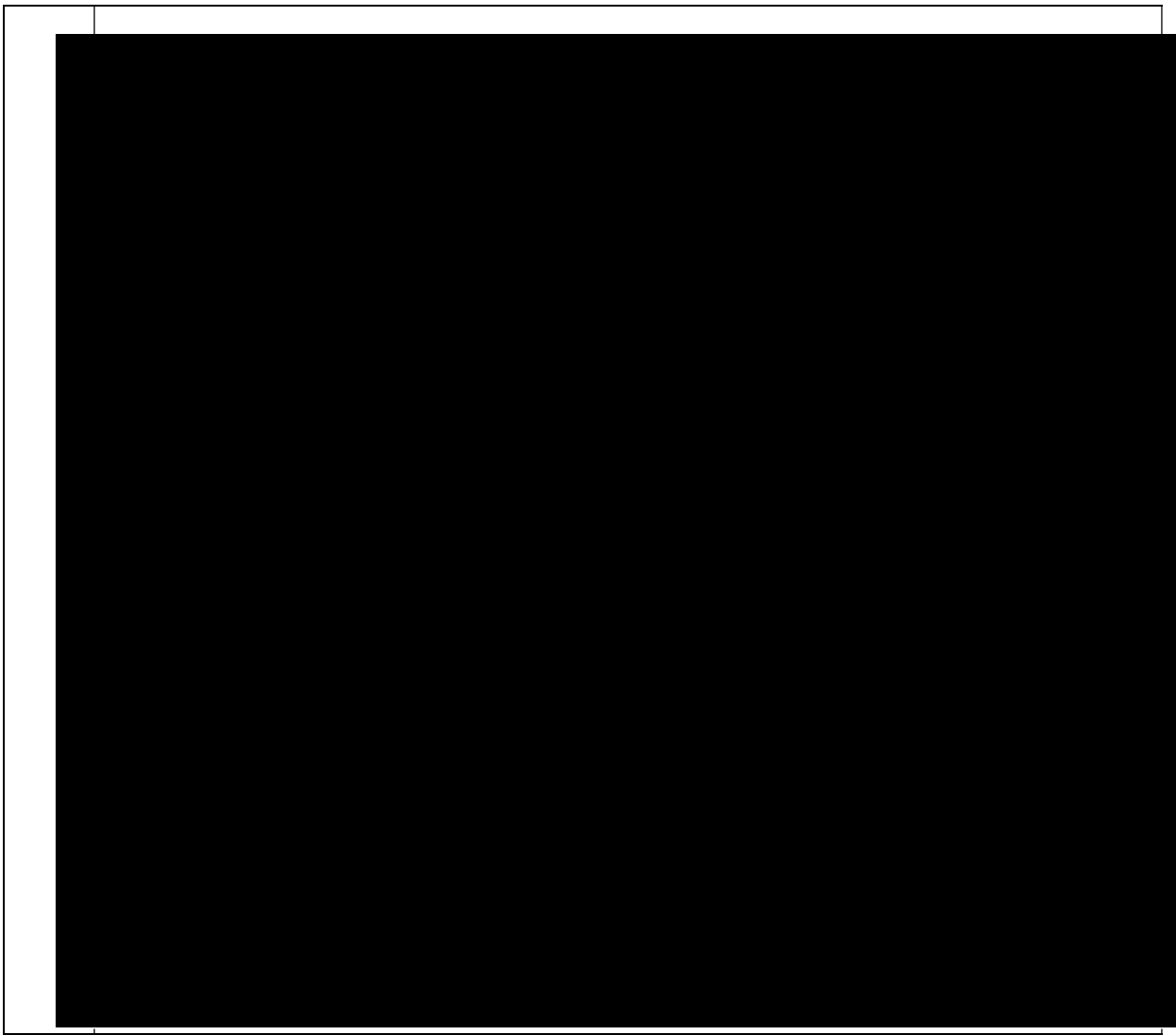
5.	Customer focus and consumer model
	<p>We are interested in understanding how customers will order from your company.</p> <p>How does your company ensure that customers have access to products and services at competitive rates with a quality service?</p> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

	[REDACTED]
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	[REDACTED]

	<div></div> <div></div> <div></div> <div></div> <div></div>
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6.	System for ordering of specialist equipment
	<p>How will you ensure that specialist equipment is available in a timely manner? Please describe your process for ordering and supplying specialist equipment, which includes timescales for supply.</p> <div></div> <div></div> <div></div> <div></div>

[illegible]



**EMC 023 – COMMUNITY EQUIPMENT 2014
CONTRACT
SHROPSHIRE COUNCIL**

Confidentiality Undertaking Regarding TUPE

[Date] 2014

[NAME]

Your ref: *

Our ref: EMC 023

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a tender on the basis that the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 and the EC Acquired Rights Directive 23 of 2001 may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Tender
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Tender and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF

Signature (as in Form of Tender)

Duly authorised to sign for and on behalf of the Tenderer (print full name and address of Tenderer)

Please return to: procurement@shropshire.gov.uk.



personal & commercial info

Ross Auto Engineering Ltd t/a Ross Care
Westfield Road
Wallasey
Merseyside
CH44 7HX
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 14 November 2014

Dear [REDACTED]

EMC 023 – PROVISION OF COMMUNITY EQUIPMENT AND ASSOCIATED SERVICES, SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the provision of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 24 November 2014.

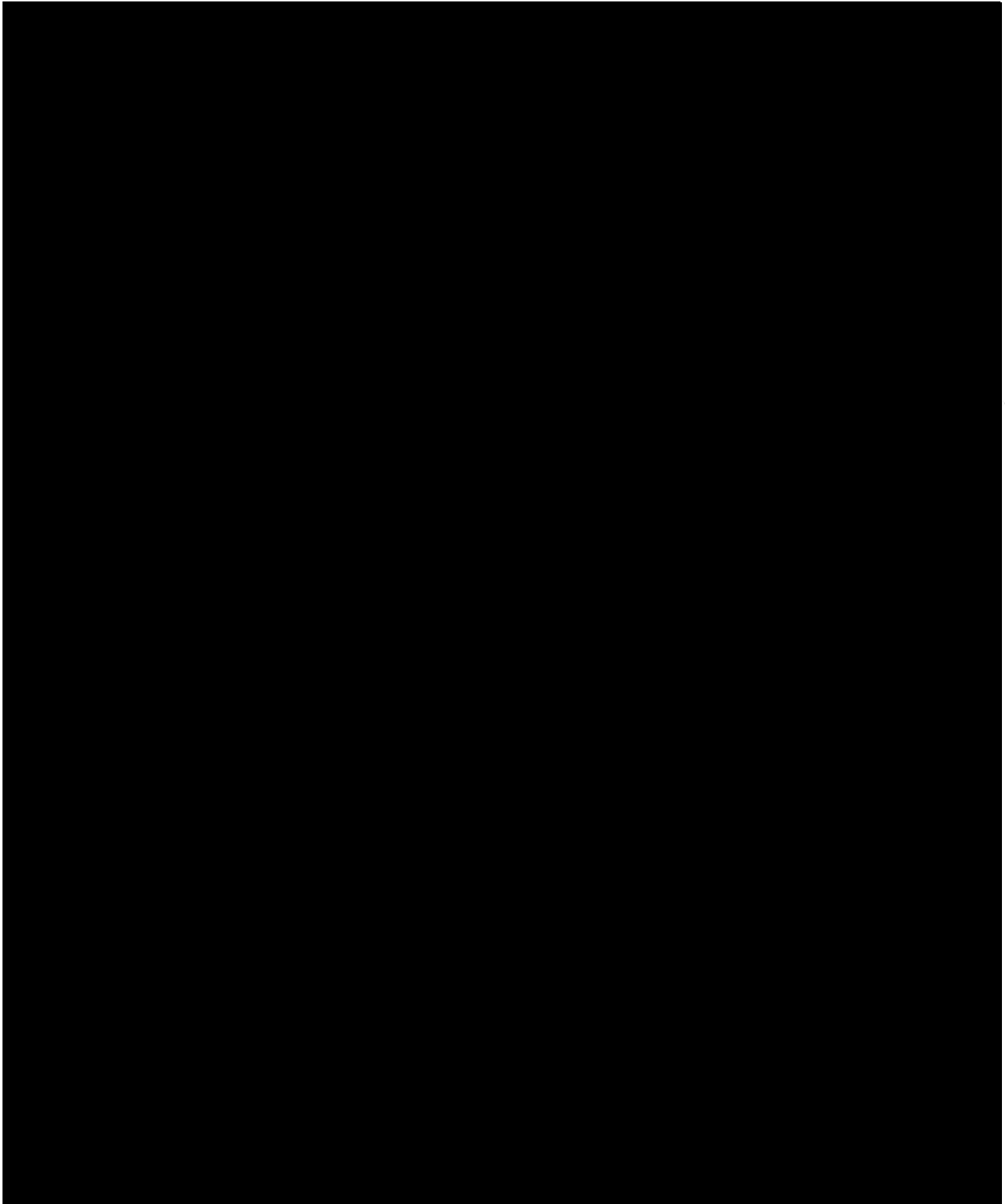
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this tender was set out in full in the Invitation to Tender with quality accounting for 40% and price for 60% of the total marks.

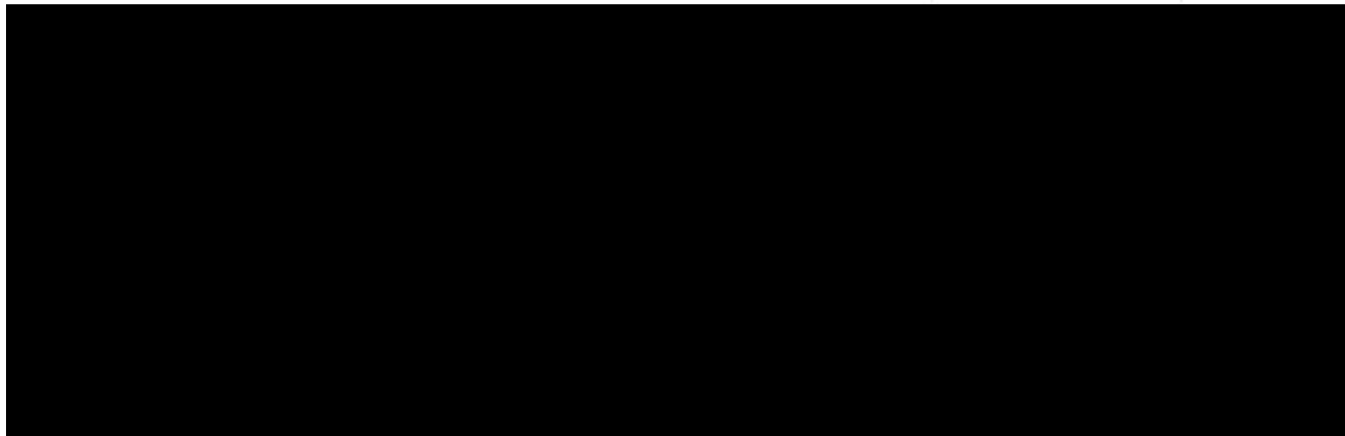
Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of 2 tenders received)
Price (out of 600 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Quality (out of 400 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]	[REDACTED]

commercial info

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

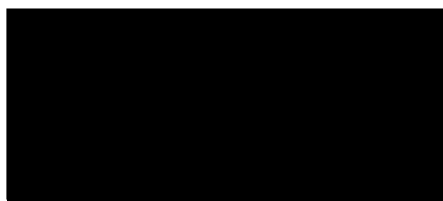


personal & commercial info

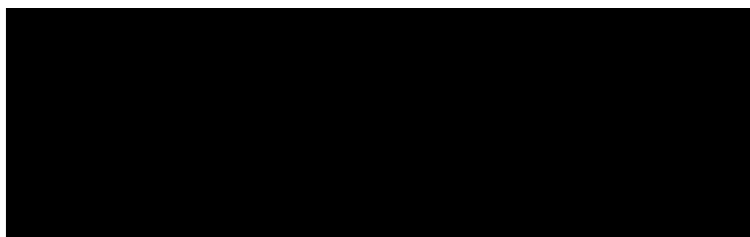


We will be in touch with you again at the end of the standstill period.

Yours sincerely



**Head of Social Care Operations
Shropshire Council**



**Director of Adult Services
Shropshire Council**