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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: XXXXXXXXXX

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 :

[UMC 007 - Payment card, bar coding and payment network intermediary services based on this](#)

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 type="radio"/> Supplies | <input checked="" type="radio"/> Services |
| <input type="checkbox"/> Execution | <input type="checkbox"/> Purchase | Service category No: 6 |
| <input type="checkbox"/> Design and execution | <input type="checkbox"/> Lease | Please see Annex C1 for service categories |
| <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental | |
| | <input type="checkbox"/> Hire purchase | |
| | <input type="checkbox"/> A combination of these | |

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

[Shropshire](#)

NUTS code: [UKG22](#)

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 : 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 : Currency :

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 Contracting Authority is looking for the provision of payment swipe cards and barcode codes facilities to make payment to the Council via existing networks within the UK for services such as council tax, rent, sundry invoices and other services as required. This includes arrangements relating to services provided by Shropshire Council to other public bodies. The contract will be for an initial period of 3 years commencing 1 April 2014 with an option exercisable by the Contracting Authority to extend for a further period of up to 2 years.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	66110000	

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 : Currency :

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

or

Starting: 01/04/2014 (dd/mm/yyyy)
Completion: 31/03/2019 (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)*

[Joint and severable liability](#)

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:

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 :

[See tender documentation](#)

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)

UMC 007

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: 04/12/2013 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: 05/12/2013 Time:

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 : (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:

5 years

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) Estimated timing for further notices to be published:

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

The contracting authority reserves the right not to award a contract or to award an option(s) it so wishes.

Closing date for receipt of tenders is 12 noon 5 December 2013. Applicants wishing to tender 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)*

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:

[21/10/2013](#) (*dd/mm/yyyy*) - ID:2013-142365

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, Shrewsbury Shropshire](#)
Town [Shrewsbury](#) Postal code [SY2 6ND](#)
Country [United Kingdom \(UK\)](#)

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

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.

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

UMC007– PAYMENT CARD, BAR CODING AND PAYMENT NETWORK INTERMEDIARY 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. Terms and Conditions
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 5 December 2013** 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 **21 October 2013** 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

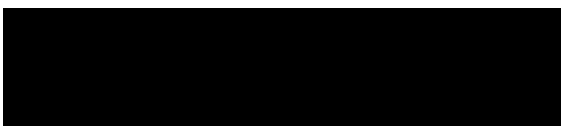
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises 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 me on telephone number 01743 252993.

Yours faithfully



personal info



Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**UMC 007 - Payment Card, Bar
Coding and Payment Network
Intermediary Services**

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Payment Card, Bar Coding and Payment Network Intermediary Services. The contract will be for an initial period of **3 years** commencing on the **1st April 2014** with the option to extend for a further period of up to **2 years**.
- 1.2 Tenders are to be submitted in accordance with the specific Terms and Conditions accompanying this invitation to tender 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 the Tenderer's financial stability, technical competence or ability in any way to carry out the required services..
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions accompanying this Invitation to Tender 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 a contract will be formed for the delivery of the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 5 December 2013. 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], Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

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 **28 November 2013**.

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 to be awarded under this Contract .

15.0 Acceptance

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

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

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2014**.

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.

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.

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. 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

'Agreement'	means this Agreement
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Authorised Officer'	means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
'Commencement Date'	
'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the

'Completion Date'	Contractor significant commercial disadvantage or material financial loss; shall be the later of [specify date upon which the Contract will end e.g. the Initial Expiry Date] or the last day of any agreed extension period further to clause 2.2 below
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor'	means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf
'Contractor Equipment'	the hardware, computer and telecoms devices and equipment supplied by the

	Contractor or its Sub contractors (but not hired, leased or loaned from the Council for the provision of the Services;
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	the representative appointed by the Contractor to manage the contract on its behalf
'Contractor Software'	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
'Contractor System'	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council's System);
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Council Data'	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

	(a) supplied to the Contractor by or on behalf of the Council; or
	which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or
	(b) any Personal Data for which the Council is the Data Controller;
'Council Software'	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
'Council System'	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
'Data Protection Legislation'	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection

Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

'Data Subject'

shall have the same meaning as set out in the Data Protection Act 1998;

'EIR'

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

'Employment Checks'

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

'Estimated Annual Contract Value'

means the estimated annual contract value relating to this Agreement

'Exempt Information'

means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an

'Fees'	<p>exemption to FOIA (as set out therein)</p> <p>the Agreed Prices as set out in Schedule .../Specification annexed to this Agreement and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise</p>
'FOIA'	<p>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</p>
'FOIA notice'	<p>means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.</p>
'Initial Term'	<p>means a period of three years commencing on the Commencement Date and expiring on the Initial Expiry Date</p>
'Initial Expiry Date'	<p>means [insert date]</p>
'Intellectual Property Rights'	<p>means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the</p>

	world enforceable
'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;
'Option to Extend'*	means the Council's option to extend the Initial Term by a period of up to two years commencing from [insert date]
'Order'	means an official order placed by the Council to the Contractor for the supply of Services in accordance with the terms of this Agreement
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the Data Protection Act 1998;
'Prohibited Act'	the following constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or

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

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

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

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

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

‘Public body’

as defined in the FOIA 2000

‘Receiving Party’

means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

‘Regulatory Bodies’

those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to

regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;

'Relevant Transfer'

means a relevant transfer for the purposes of TUPE

'Request for Information'

means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA

'Services '

means *[insert description of Services]*

'Software'

Specially Written Software, Contractor Software and Third Party Software;

'Specification'

The specific description of the Services to be provided by the Contractor as set out in Appendix [?] annexed to this Agreement

'Sub-Contract'

any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of thereof.

'Sub-Contractor'

the third parties that enter into a Sub-Contract with the Contractor.

'Tender'	means the tender dated <i>[insert date]</i> submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix [?]
'Term'	means the period commencing on the Commencement Date and expiring on the Completion Date
'Third Party Software'	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
'Working Day'	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:

(i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
(ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.10 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.12 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the *[Initial*

Expiry Date

- 2.2 It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to two years commencing on [*insert date being the day after the Initial Expiry Date*]
- 2.3 If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where such notification is given under this sub-clause 2.3 the definitions of Initial Expiry Date shall be deemed to be amended to reflect the extension to the Initial Term
- 2.4 If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 33 shall apply

3. Estimated Annual Contract Value:

- 3.1 The Estimated Annual Contract value relating to this Agreement is [*insert sum represented in figures*] [*(insert figure represented in words)*]
- 3.2 The Parties agree that the Council is not bound by the Estimated Annual Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor
- 3.3 The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement

4. Services

- 4.1 The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement
- 4.2 The Contractor shall provide the services in such places and locations as set out in the [Specification/Schedule (?)/Special Conditions
- 4.3 The Contractor shall use its best endeavours to complete/deliver the Services by the [Completion Date] or [dates specified in the Specification/Special Conditions*] or [dates agreed by the Parties]
- 4.4 The Services shall only be performed/delivered by the Contractor unless

otherwise agreed in writing between the Parties

- 4.5** The Contractor shall provide the Services in accordance with the agreed Proposal/Specification as referred to in Appendix/Schedule ... annexed to this Agreement with all due skill, care and diligence and in accordance with good industry practice.
- 4.6** The Contractor shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 4.7** The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 4.8** The Contractor shall carry out its own risk assessments relevant to the Services.
- 4.9** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks
- 4.10** The Contractor shall provide a performance bond in the form specified by the Council in the sum of £10,000.00
- 4.11** The Contractor shall provide access to its computer system, via ISDN link, modem, internet or other means of connectivity, for at least two concurrent users. The Council will require enquiry, interrogation and update access during business hours (Monday to Friday 8.00am to 8.00pm). The Contractor shall provide access to its computer system at its own expense, including providing modems and/or installing and maintaining ISDN lines and provide relevant and suitable training on its use. The Council will not expect the Contractor to supply PC's, these will be provided, although the Contractor will be expected to pay to upgrade the PC's, should this be required for enquiry or update access.
- 4.12** In the event of the Contractor introducing a new operating system or software during the contract period which is not compatible with the Council's operating systems or software, then the Contractor shall meet the costs of making the Contractor's operating system or software

compatible with the Council's operating systems and software.

5 Insurance

- 5.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 5.2** If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 5.4** The Contractor warrants that it has complied with this clause 5 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.
- 5.5** If, for whatever reason, the Contractor 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 Contractor.

6. Payment

- 6.1** Payment of the Fee(s) shall be made by the Council to the Contractor within 30 days of receipt of an undisputed invoice
- 6.2** The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.
- 6.3** The Contractor shall not charge, and the Council shall not be liable, for

any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement

- 6.4 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment
- 6.5 Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

7. The Council's Obligations

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

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

8. Authorised Officer and Contractor Representative:

- 8.1 The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 8.2 The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 8.2 The Parties shall notify each other in writing of any replacement

Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.

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

9. Intellectual Property

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

9.1.1 in the course of performing the Services; or

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

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

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

- 9.4 This provision shall survive the expiration or termination of the Agreement.

10. Confidentiality

- 10.1** The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all

- information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 10.2** The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 10.3** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 10.3.1** treat the other party's Confidential Information as confidential; and
- 10.3.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 10.4** Clause 10.4 shall not apply to the extent that:
- 10.4.1** such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 10.4.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 10.4.3** such information was obtained from a third party without obligation of confidentiality;
- 10.4.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 10.4.5** it is independently developed without access to the other party's Confidential Information.
- 10.5** The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

- 10.5** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 10.6** Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 10.6.1** to any consultant, contractor or other person engaged by the Council;
- 10.6.2** for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 10.7** The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 10.8** Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 10.9** The provisions of this Clause shall survive the expiration or termination of this Agreement.

11. Confidentiality

- 11.1** Subject to clause 11.2, the Parties shall keep confidential all matters relating to this Agreement and each Party shall use all reasonable endeavours to prevent their respective staff and Contractor Personnel from making any disclosure to any person of any matters relating hereto.
- 11.2** Clause 11.1 shall not apply to any disclosure of information:
- 11.2.1** required by any applicable law, provided that clause 22.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;
- 11.2.2** that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this agreement;

- 11.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
 - 11.2.4 by the Council of any document to which it is a Party and which the Parties to this agreement have agreed contains no commercially sensitive information;
 - 11.2.5 to enable a determination to be made under clause 28;
 - 11.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 11.2.7 by the Council to any other department, office or agency of the Government; and
 - 11.2.8 by the Council relating to this Agreement and in respect of which the Contractor has given its prior written consent to disclosure.
- 11.3 On or before the Completion Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.
- 11.4 The provisions of this Clause shall survive the expiration or termination of this Agreement.

13. Agreement and Transparency

- 13.1** The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.2** Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

- 13.3** The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 13.4** The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

14 **Council Data**

- 14.1** The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 14.2** The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 14.3** To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 14.4** The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 14.5** The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and

c) Transfer of data to and from the system is conducted in a secure manner.

14.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

14.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

14.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council's Data.

14.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

14.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

14.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 14.8 above shall be borne by the parties as follows:

14.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

14.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

15. Protection of Personal Data

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

15.2 The Contractor shall:

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

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

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

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

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

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

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

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

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

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

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

15.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

15.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

15.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

15.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

15.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

16. Council Data and Personal Information Audits

16.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

16.1.1 to review the integrity, confidentiality and security of the Council Data;

16.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

16.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

16.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with

all reasonable co-operation and assistance in relation to each audit, including:

- 16.3.1** all information requested by the Council within the permitted scope of the audit;
- 16.3.2** reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- 16.3.3** access to Contractor Personnel
- 16.4** The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 16.5** The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 16.6** The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 16.7** This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

17. Assignment, Transfer and Sub-contracting

- 17.1** The Council may, subject to clause 17.2:
 - (a) assign any of its rights under this Agreement; or
 - (b) transfer all of its rights or obligations by novation, to another person.
- 17.2** The consent of the Contractor is required for an assignment, novation or transfer by the Council unless:
 - (a) the assignment or transfer is to an Associated Person of the Council; or
 - (b) either the Council or the Contractor have committed a breach of this Agreement which gives the other Party the right under the terms of this Agreement to terminate the Agreement.

Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

- 17.3** The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 17.4** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.
- 17.5** 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
- 17.6** Subject to clause 17.2, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 17.7** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 17, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 17.8** Where 20% or more of the Contractor's overall workforce is made up of people from agencies (or not employed directly by the Contractor's) this may be considered assignment or subcontracting of the Contractor's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

18. Public Interest Disclosure ('Whistleblowing')

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

19. Publicity

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

20. Prevention of Bribery

20.1 The Contractor:

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

20.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 20 and provide such supporting evidence of compliance with this clause 20 by the Contractor as the Council may reasonably request.

20.3 If any breach of clause 20.1 is suspected or known, the Contractor must notify the Council immediately.

20.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 20.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

20.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 20.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 20.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

- a) with the authority; or,
- b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

20.6 Any notice of termination under clause 20.5 must specify:

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

20.7 Despite clause 28 (Disputes), any dispute relating to:

- a) the interpretation of clause 20; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.

20.8 Any termination under clause 20.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

21. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

- 21.1** it will carry out the work by the Completion Date
- 21.2** it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service
- 21.3** its Contractor Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Specification and Best Practice
- 21.4** it has full capacity and authority to enter into this Agreement
- 21.5** it has obtained all necessary and required licences, consents and permits to provide the Services
- 21.6** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services
- 21.7** The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor and/or the Contractor Personnel
- 21.8** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 21.9** The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:
 - 21.9.1** The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this Agreement.
 - 21.9.2** The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.
 - 21.9.3** The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.

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

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

21.12 The Contractor acknowledges and confirms that:

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

21.12.2 it has received all information requested by it from the Council pursuant to sub-clause 21.12.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;

21.12.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 21.12.2;

21.12.4 it has raised all relevant due diligence questions with the Council before the Commencement Date; and

21.12.5 it has entered into this Agreement in reliance on its own diligence

21.12.6 as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due

diligence which materially and adversely affects its ability to perform the Services

- 21.12.7** The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 21.12.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.

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

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

22.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

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

- 22.3.1** transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 22.3.2** provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

- 22.3.3** provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 22.4** The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 22.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 22.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 22.6.1** in certain circumstances without consulting the Contractor; or
- 22.6.2** following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 22.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 22.7** The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at

least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

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

23. Equalities

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

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

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

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

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

- 23.5** In the event of any finding of unlawful discrimination being made against

the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

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

24. Non-compliance

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

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

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

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

24.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 28:

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

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

or

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

And/or

(b) to terminate the Agreement in accordance with clause 32

25. Waiver

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

26. Sustainability

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

27. Audit And Monitoring

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

28. Disputes

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

281.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter

shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

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

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

29. Force Majeure

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

29.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

- 29.1.2** staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 29.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 29.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 29.2.2** it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 29.3** Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 29.3.1** any costs arising from that delay will be borne by the Party incurring the same; and
- 29.3.2** either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

30. Rights of Third Parties

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

31. Notices

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

32. Termination

- 32.1** The Council may terminate this Agreement forthwith by notice in writing to the Contractor if the Contractor or the persons specified to carry out the Services become unavailable and the Parties cannot agree on a suitable replacement to perform the Services
- 32.2** Either Party may terminate this Agreement by notice in writing to the other if:
- 32.2.1** the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - 32.2.3** the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - 32.2.4** the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes

an order to that effect;

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

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

32.3 Where notice to terminate is given pursuant to this clause 32, this Agreement shall terminate with effect on the date specified in the notice

33. Consequences of Termination

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

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

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

33.4 Notwithstanding its obligations in this clause 33, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

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

34. Governing Law And Jurisdiction

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

35. Severance

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

36. Parent Company Guarantee

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

37. Amendments

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

38. Agency, Partnership etc

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

39 Conflict of Terms

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

40. Entire Agreement

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

IN WITNESS of this Agreement

Signed by and on behalf of

Shropshire Council

..... Corporate Head of Legal & Democratic Services

..... Legal Services Manager People/Places

Signed by and on behalf of

(Contractor)

.....

Signature of authorised signatory

.....

Position in Company

Or

.....
Director

.....
Director/Company Secretary

Print Name (s).....

Witness:

Name:-----

Signature:-----

Address:-----

Occupation: -----

SCHEDULE 1

SPECIFICATION

Appendix 1

Tender and Tender Response Document



Shropshire
Council

Tender Specification and Response Document

UMC 007 - Payment Card, Bar Coding and Payment Network Intermediary Services

Name of TENDERING
ORGANISATION
(please insert)

allpay Limited

Shropshire Council Tender Specification and Response Document

Contract Description and Specification:

To provide the Council's customers with payment swipe cards and barcode codes facilities to make payment to the Council via existing networks within the UK for services such as council tax, rent and sundry invoices.

See Section H for further details

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: [REDACTED] 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

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	11
C	Financial & Insurance Information	13
D	Outstanding Claims & Contract Terminations	15
E	Health & Safety and Equal Opportunities	16
F	Contract Experience and References	22
G	Accreditations and Skills Level	24
H	Marked Questions and Cost Response	25

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 Stability and Insurance: 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 and Equalities: 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 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.

Section 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 'Cost' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
	Marked Quality Questions 60 % (600 Marks)	
Section H / Q 1	Robustness of method of meeting general requirement	21% / 210
Section H / Q 2	Quality of service offering	2% / 20
Section H / Q 3	Quality of Materials	4% / 40
Section H / Q 4	Card ordering procedures	4% / 40
Section H / Q 5	Download procedures	3% / 30
Section H / Q 7	Website Access	2% / 20
Section H / Q 8	Coverage	7% / 70
Section H / Q 9	Implementation Plan	6% / 60
Section H / Q 10	Contingency/Business recovery plans	4% / 40
Section H / Q 11	Management Information	2% / 20
Section H / Q 12	Technical Support and Helpline	2% / 20
Section H / Q 13	Training, Education and additional services	2% / 20
Section H / Q 14	Review procedures	1% / 10
	Total For Quality	60% / 600 marks
	Cost 40 % (400 Marks)	40% / 400 marks
	Total Marks	100% / 1000 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 60% (400 marks) 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.

Cost Evaluation and scoring

The most competitively costed tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively costed tender.

Cost will be evaluated by using only certain of the Cost responses tendered in section H as shown below. Each cost tendered will be multiplied by the weightings shown and added together to give a total cost for evaluation purposes. For Questions 3.1 to 3.6 below and 11.1 to 11.6 an average transaction fee will be calculated and multiplied by the current annual volumes shown within those questions and then multiplied by the weighting (100) to give a total cost of these items.

<u>Question</u>	<u>Weightings</u>
H1.1	1
H1.2	1
H1.3	1
H1.4	1
H2.1	1
H2.2	1
H2.3	1
H2.4	1
H3.1 – 3.6	100
H4.1	20
H4.2	20
H4.3	20
H4.4	20
H4.5	20
H4.6	20
H4.7	20
H4.8	20
H5.1	2
H5.2	2
H6.1	1
H7.1	1
H11.1 – 11.6	100
H12.1	1
H17	Any discount will be deducted from total evaluated cost

Section A: 1. Form of Tender

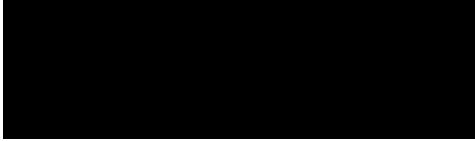
Form of Tender

Shropshire Council

Tender for the Payment Card, Bar Coding and Payment Network Intermediary 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 **Payment Card, Bar Coding and Payment Network Intermediary 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.

Sig



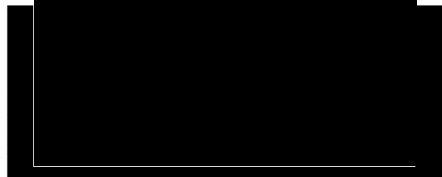
Name:



Date: 2nd December 2013

Designation: Commercial Director

Signed



Name:



Date: 2nd December 2013

Designation: Operations Director

Company: allpay Limited

Address: Whitestone Business Park, Whitestone, Hereford

Post Code: HR1 3SE

Tel No: 0844 225 5729

Fax No: 0844 557 8350

E-mail address: tenders@allpay.net

Web address: www.allpay.net

Section A:
2. Non-Canvassing Certificate

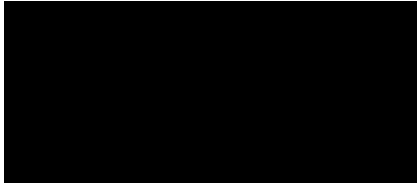
Non-Canvassing Certificate

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: Commercial Director

Signed (2)



Status: Operations Director

(For and on behalf of allpay Limited, Whitestone Business Park, Whitestone, Hereford, HR1 3SE)

Date: 2nd December 2013

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

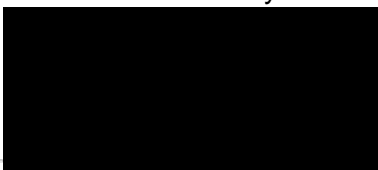
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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:-

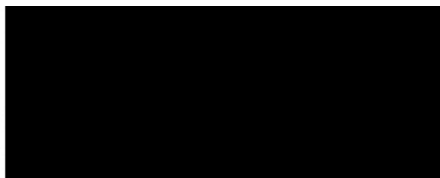
- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person 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: Commercial Director

Signed (2)



Status: Operations Director

(For and on behalf of allpay Limited, Whitestone Business Park, Whitestone, Hereford, HR1 3SE)

Date: 2nd December 2013

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?

No

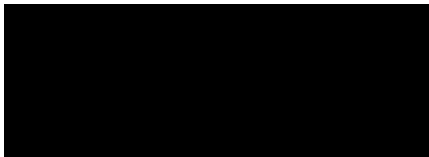
If yes, please give details:

Name	Relationship

Please note:

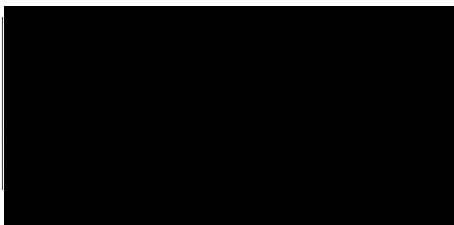
This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been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

Signed (1)



Status: Commercial Director

Signed (2)



Status: Operations Director

(For and on behalf of allpay Limited, Whitestone Business Park, Whitestone, Hereford, HR1 3SE)

Date: 2nd December 2013

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: allpay Limited Address: Whitestone Business Park Whitestone Hereford Herefordshire Postcode: HR1 3SE Tel: 0844 225 5729 Email: tenders@allpay.net	
1.2	Registered name (if different from above): As above Registered Office Address: As above Postcode: As above Company registration number: ██████████	
1.3	Details of the individual completing this application and to which we may correspond: Name: ██████████ Job title: Regional Business Development Manager Correspondence Address: Whitestone Business Park Whitestone Hereford Herefordshire Postcode: HR1 3SE Tel: 0844 225 5729 Email: tenders@allpay.net	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i> If No, Please confirm you are an enterprise which employs more than 250 people	YES YES/NO
-----	--	---

2.	Organisation History/Background	
2.1	Date Organisation established: 26 th May 1994	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: N/A Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been providing the provision of Payment Card, Bar Coding and Payment Network Intermediary Services? ■ years.	
2.5	Total number of employees: ■	
2.6	Total number of employees engaged solely in the provision of Payment Card, Bar Coding and Payment Network Intermediary Services: ■	

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)	<p>Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance</p> <p style="text-align: right;">YES</p>
(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: Travelers Insurance Co Ltd Date policy taken out: 1st May 2013 Expiry date of the policy: 30th April 2014 Policy number/reference: [REDACTED]</p> <p>Conditions/Exceptions: £10,000,000 any one occurrence but any one period of insurance in respect of Products. £500 in respect of third party property damage.</p>
1.2 (a)	<p>Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance</p> <p style="text-align: right;">YES</p>
(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: Travelers Insurance Co Ltd Date policy taken out: 1st May 2013 Expiry date of the policy: 30th April 2014 Policy number/reference : [REDACTED]</p> <p>Conditions/Exceptions: £10,000,000 any one occurrence but any one period of insurance in respect of Products. £500 in respect of third party property damage.</p>
1.3	<p>Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals</p> <p style="text-align: right;">Enclosed YES. Please find the allpay Evidence of Insurance attached at Appendix 1.</p>

2.	Financial Details														
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>														
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 2 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" data-bbox="296 770 1390 1503"> <thead> <tr> <th colspan="3" data-bbox="296 770 1174 864"><u>Company</u></th> <th data-bbox="1174 770 1390 864">Accounts Enclosed</th> </tr> <tr> <th data-bbox="296 864 440 958"><u>Year</u></th> <th data-bbox="440 864 815 958"><u>Turnover</u></th> <th data-bbox="815 864 1174 958"><u>Profit(Loss)</u></th> <td data-bbox="1174 864 1390 1503" rowspan="3"> YES. Please see the 2012, 2011 Year End Accounts attached at Appendices 2.1 and 2.2 YES. Please see the allpay Management accounts attached at Appendix 2.3 </td> </tr> </thead> <tbody> <tr> <td data-bbox="296 958 440 1025">2011/12</td> <td data-bbox="440 958 815 1025">██████████</td> <td data-bbox="815 958 1174 1025">██████████</td> </tr> <tr> <td data-bbox="296 1025 440 1503">2012/13</td> <td data-bbox="440 1025 815 1503">████████████████████)</td> <td data-bbox="815 1025 1174 1503">██████████████████</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	YES. Please see the 2012, 2011 Year End Accounts attached at Appendices 2.1 and 2.2 YES. Please see the allpay Management accounts attached at Appendix 2.3	2011/12	██████████	██████████	2012/13	████████████████████)	██████████████████
<u>Company</u>			Accounts Enclosed												
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	YES. Please see the 2012, 2011 Year End Accounts attached at Appendices 2.1 and 2.2 YES. Please see the allpay Management accounts attached at Appendix 2.3												
2011/12	██████████	██████████													
2012/13	████████████████████)	██████████████████													

2.2

Please show below your company's turnover in the provision of Payment Card, Bar Coding and Payment Network Intermediary Services in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Payment Card, Bar Coding and Payment Network Intermediary Services
2010/11	██████████
2011/12	██████████
2012/13	████████████████████

(If exact figures are not available please provide your best estimate of the figures required)

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.

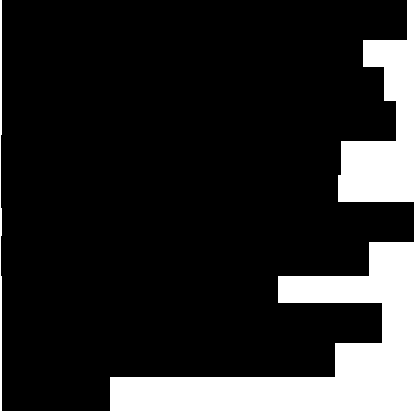
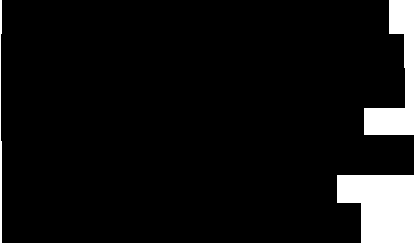

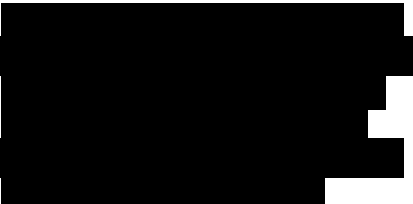
2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. None
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. None

Section E:

Equal Opportunities

1.	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>	
1.1	<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> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	<p>Enclosed</p> <p>YES</p> <p>please find enclosed all pay's Equality and Diversity Policy attached at Appendix 3.</p>

<p>1.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the 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> <p>[REDACTED]</p>	
<p>1.3</p>	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>	<p>NO</p>
<p>1.4</p>	<p>If YES to 2.3, please give details.</p>	<p>N/A</p>
<p>1.5</p>	<p>In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?</p>	<p>NO</p>
<p>1.6</p>	<p>If YES to 2.5, please give details.</p>	<p>N/A</p>
<p>1.7</p>	<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>[REDACTED]</p>

	Please provide evidence of the above.	Please refer to allpay's Equality and Diversity Policy attached at Appendix 3.
1.8	Do you have a grievance process to address all complaints relating to perceived discrimination? Provide evidence for the above	YES.     

		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>1.9</p>	<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 style="text-align: right;">Confirmed</p>	<p>[REDACTED]</p> <p>N/A</p>

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]	01/10/2009 – 30/09/2014
2	[REDACTED]	[REDACTED]		[REDACTED]	27/06/2010 – 30/06/2014

3	[REDACTED]	[REDACTED]	[REDACTED]	01/12/2009 – 30/11/2014
4	[REDACTED]	[REDACTED]	[REDACTED]	01/04/2012 – 31/05/2014

2.	
2.1	<p data-bbox="263 212 1356 347">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 services and supply</p> <div data-bbox="263 414 1420 817" style="background-color: black; width: 100%; height: 180px;"></div> <div data-bbox="263 840 1412 1052" style="background-color: black; width: 100%; height: 95px;"></div> <div data-bbox="263 1075 1380 1187" style="background-color: black; width: 100%; height: 50px;"></div> <div data-bbox="263 1209 1356 1422" style="background-color: black; width: 100%; height: 95px;"></div> <div data-bbox="263 1478 1340 1556" style="background-color: black; width: 100%; height: 35px;"></div> <ul data-bbox="311 1579 1380 1691" style="list-style-type: none"><li data-bbox="311 1579 1380 1691">■ [Redacted] <ul data-bbox="311 1713 1396 2027" style="list-style-type: none"><li data-bbox="311 1713 1396 2027">■ [Redacted]

	<ul style="list-style-type: none"> █ [REDACTED] █ [REDACTED]
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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
	None		Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.		Enclosed N/A

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
	Bureau Veritas	██████████	ISO 9001 Total Quality Management System standard	11/08/2005	10/08/2014
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES. Please find the allpay ISO 9001 Certificate attached at Appendix 5.

Section H:

Marked Quality Questions and Cost Response

Quality Questions

The Council requires the Tenderer to provide responses to each of the paragraphs below and confirm how it would meet the requirements outlined as well as detailing any additional services that would add value and differentiate the supplier from its competitors. *(If required please feel free to create more space for any answer but ensure the questions remain in the same order and with the same numbering)*

1. General Specification of Requirements

To provide the Council's customers with payment swipe cards and barcode codes facilities to make payment to the council via existing networks within the UK for services such as council tax, rent and sundry invoices.

Please confirm how you would meet our requirements.

[Redacted content]

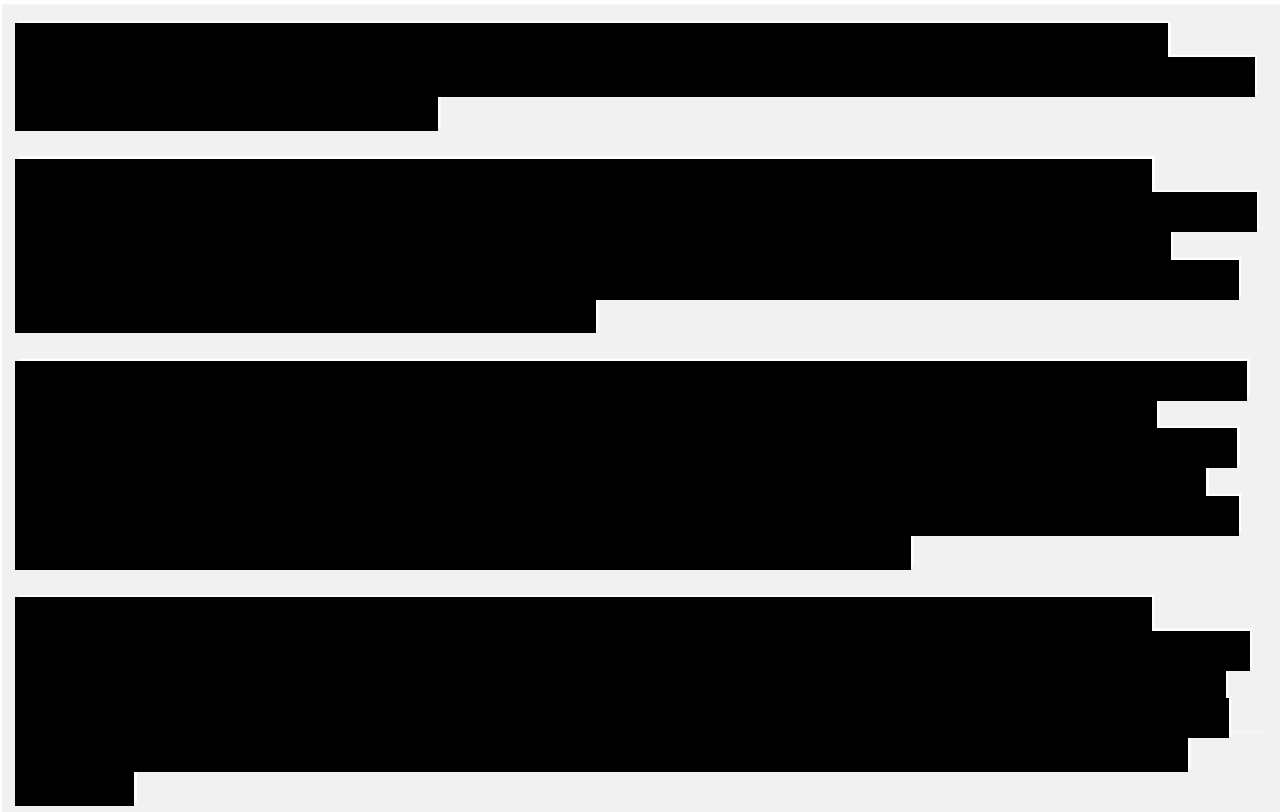


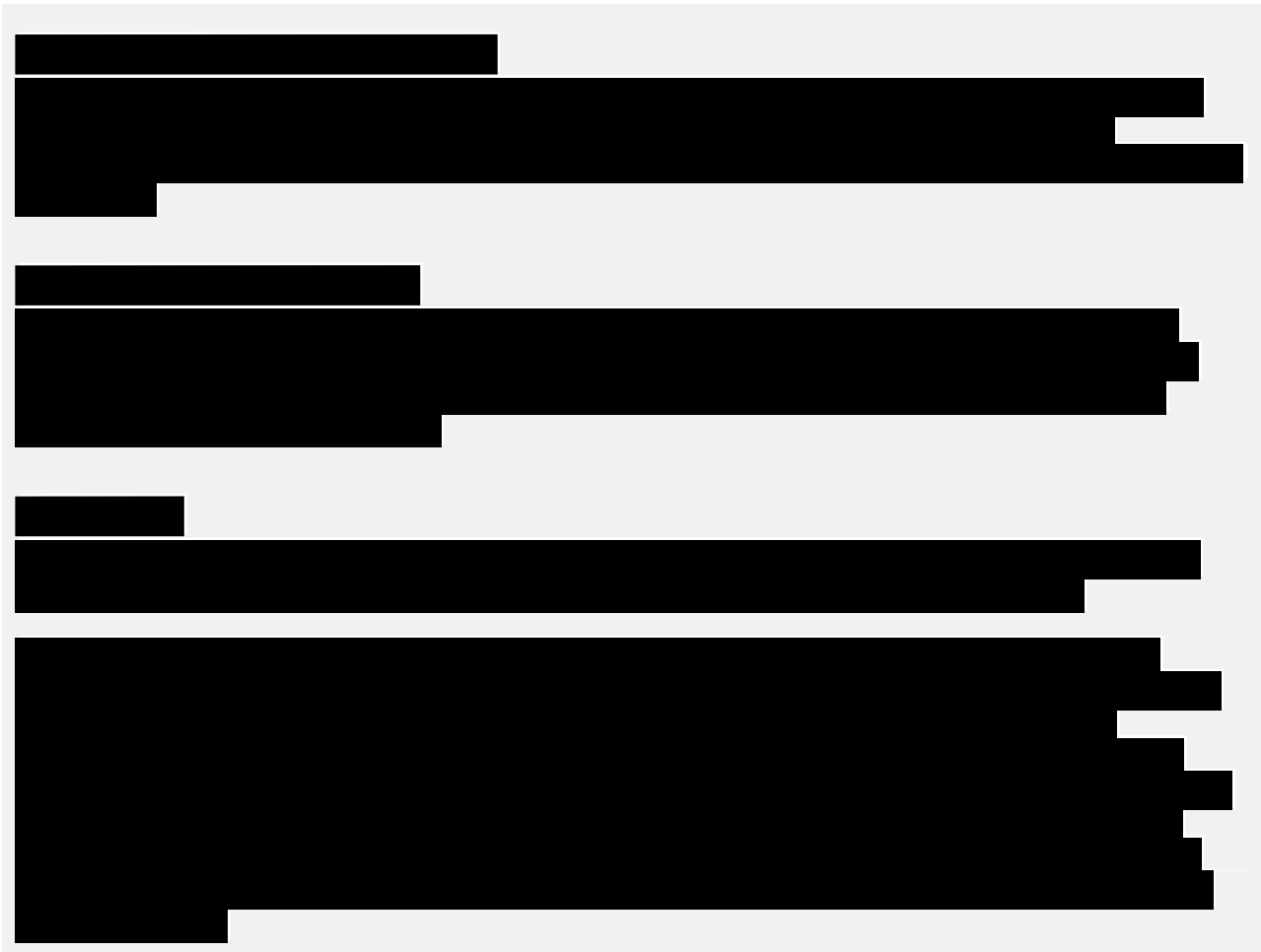
2. Scope

The scope of goods/services that are requested in this ITT cover the requirements for the Council locations. The Council's main offices are located at The Shirehall, Shrewsbury and it has a number of other regional offices throughout the County. Whilst this document reflects the Council's current requirements, you are required to be flexible in meeting the Council's future requirements in your offer.

The objective of this Invitation to Tender is to select a Supplier who can provide a reliable, efficient and flexible service to meet the Council's existing and future needs.

Please confirm how you would meet these requirements





3. Materials specification

- All Customer Payment Cards (CPCs) must comply with industry recognised standards and those set by the networks being used.
- Card carriers should comply with industry standards.
- Wallets outer plastic thickness of 350 microns and clear inner pocket plastic thickness of 150 microns

Please provide samples of the above materials, cards carriers and wallets, included with your tender response an confirm that they meet the above requirements.

Any variations offered to the above must be fully specified.



[Redacted]

4. Card ordering

Full details should be provided as to the method for ordering new and replacement cards showing screen prints to assist understanding.

[Redacted]

5. Download specification

Contractors are required to detail how the council will download payment data, the file formats available and the number of working days between payment being made by the customer and the detail of that payment being available to download.

[Redacted]

support required for regular internet access and web browser software.



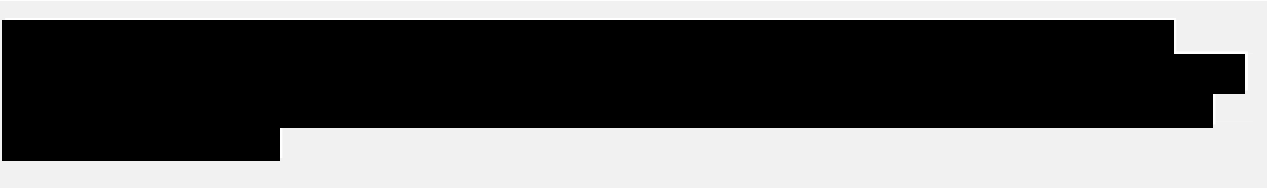
6. Website access

Full details must be provided as to the method for downloading transactions from the contractor's website showing screen prints to assist understanding.



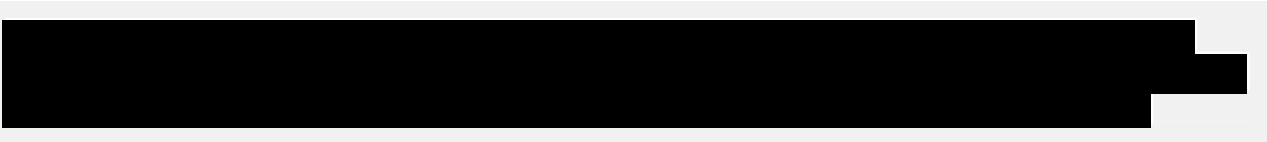
7. Coverage

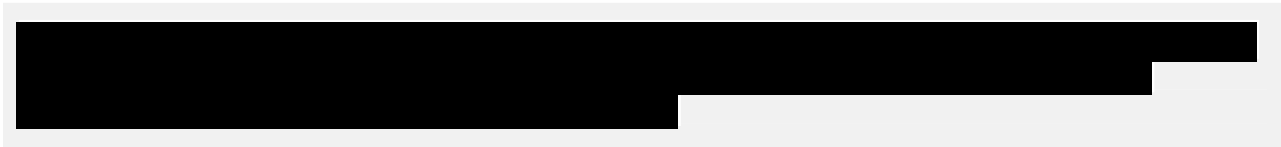
A map and list must be provided showing the preferred network(s) active outlets within the administrative county of Shropshire.



8. Implementation plan

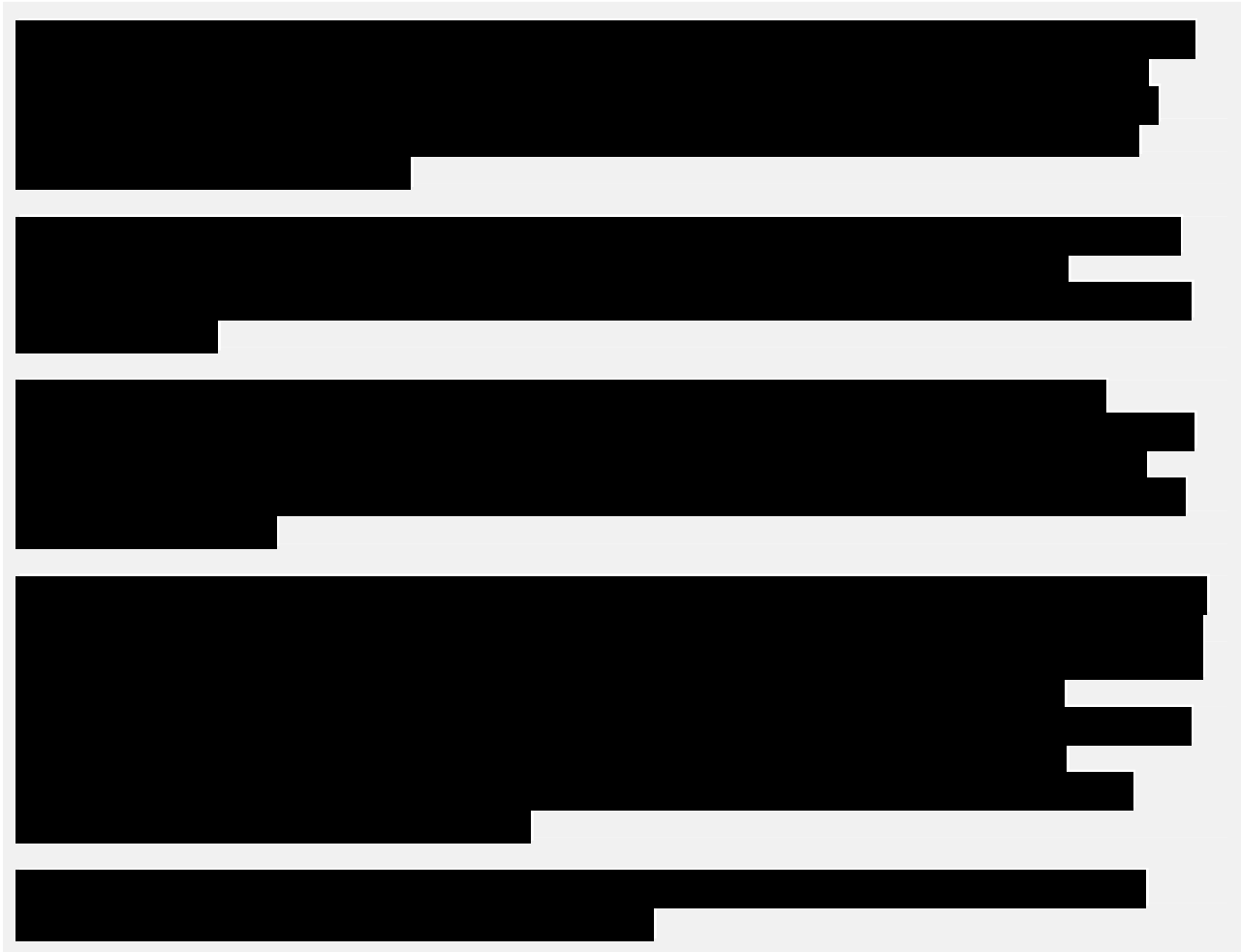
Contractors are required to submit implementation plans showing the various steps and action from the date the contract is awarded to the go live date. A plan must be included for each of the following options: If using the contractor's IIN or the client's own IIN. The plan must also take account of the client's requirement to have all card with customers ready for the first payments in April 2014.





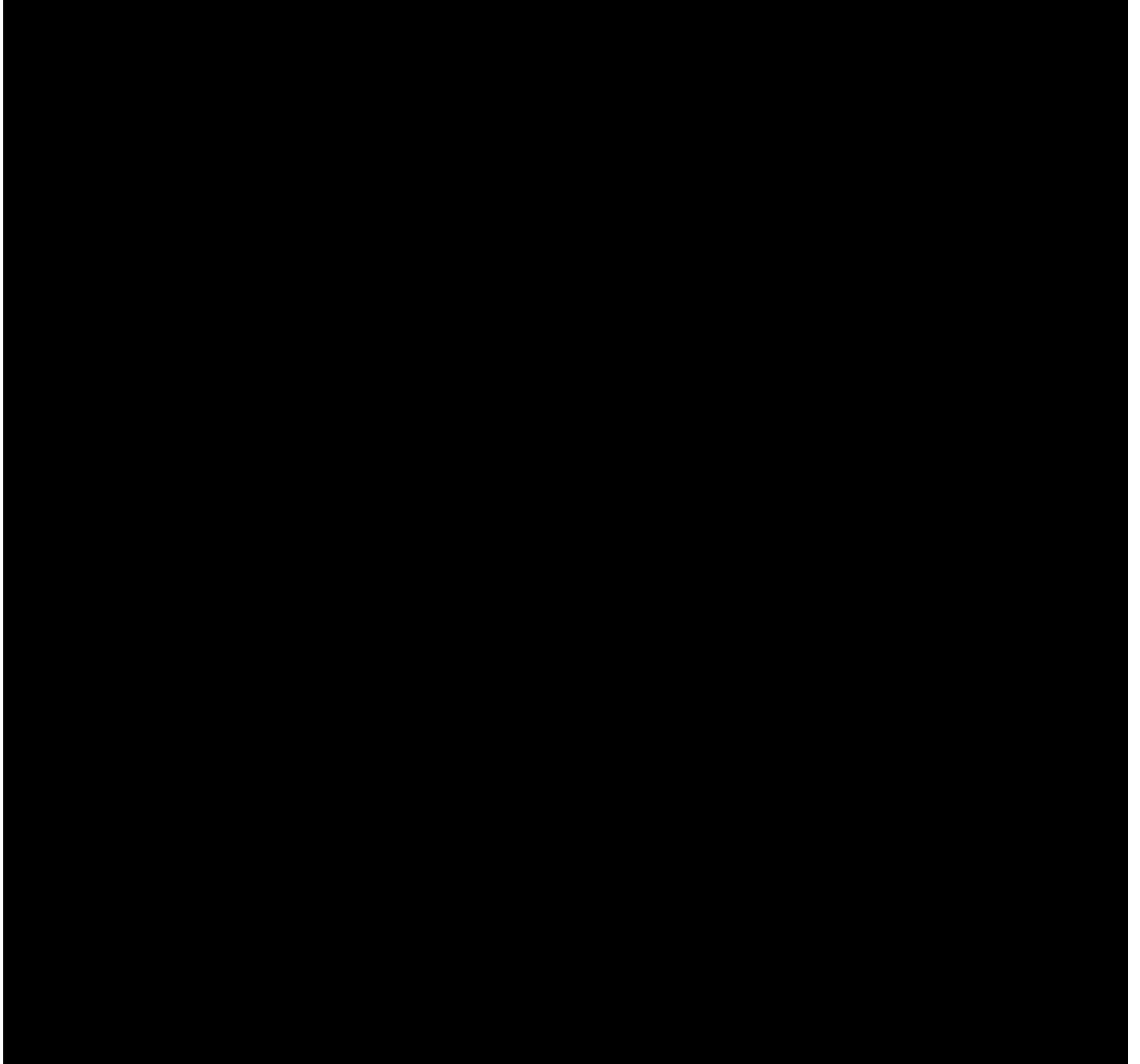
9. Contingency/Business Recovery Plans

Tenderers are required to provide high level detail of the Contingency/Business Recovery Plans in place within their organisation to demonstrate their ability to ensure continuation of supply of the required services. Please note that the Council may require evidence at a future date that Contractors have tested this contingency.



10. Management Information

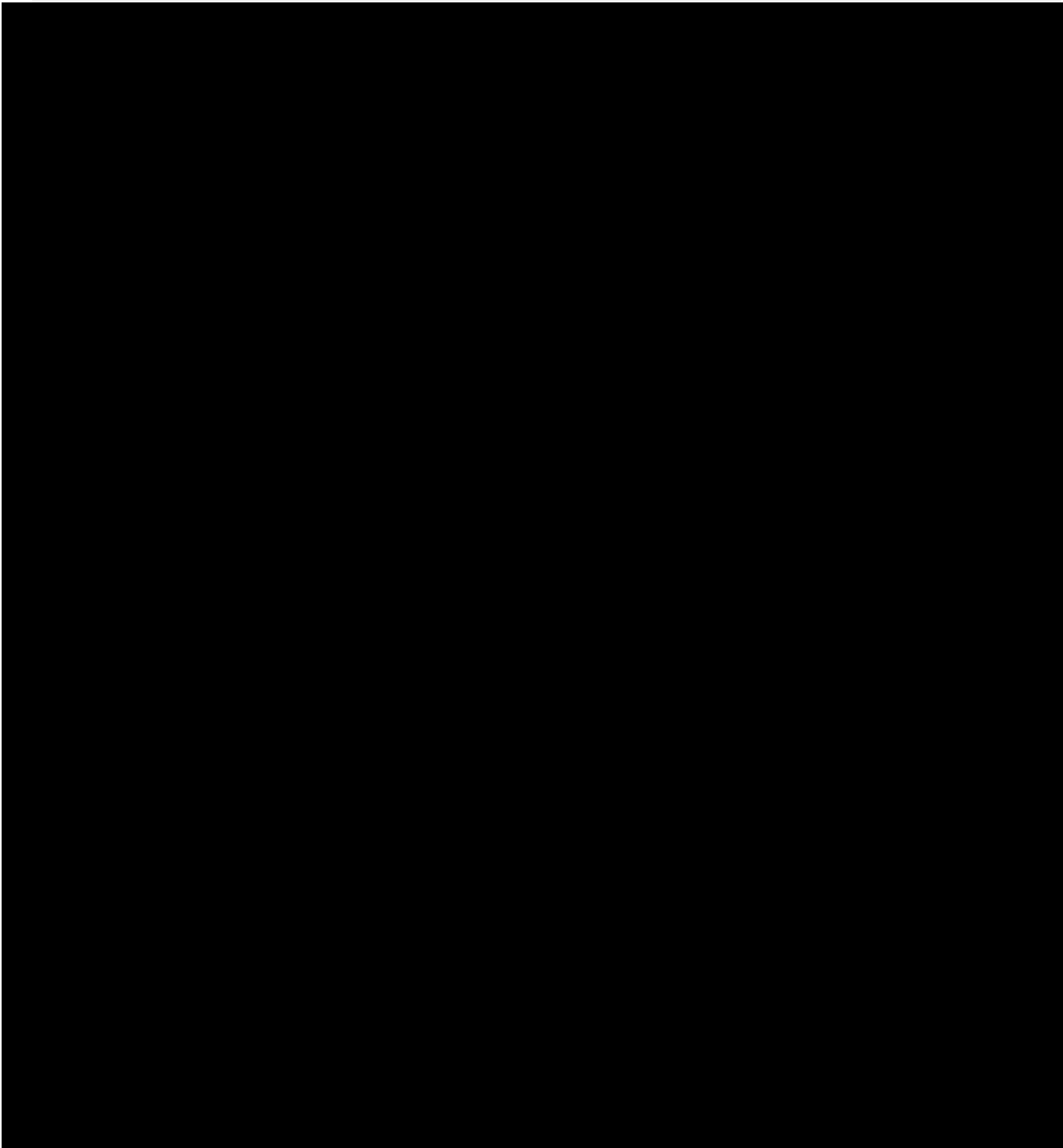
Tenderers are required to provide details of the management information their organisation can supply relative to the services in scope of this Invitation, including frequency, format and ability to customise to suit the Council's requirements. A sample of standard management information Tenderers can offer will be appreciated. The Council will have particular interest in a means of measuring and reporting on achievement of Service Level Agreement standards. Please advise the format that management information can be provided.



11. Technical Support/Helpline

Tenderers are required to provide details of the support or helpline facilities offered both technical and user, including operational hours, target response times and level of cover supplied. Any cost associated with this service must be included in the Pricing Structure when submitting the Tender. The successful Tenderer must nominate personnel who will provide both technical and commercial administrative support.

All customer enquiries should receive a response within 12 working hours and be resolved within 7 working days.



[Redacted]

12. Training, Education and Additional Services

Tenderers should specify any training and educational support that will be available during the contract period, and state the estimated value of this. In addition, any additional services or support that will be available during this contract should be specified, along with details of any charges.

[Redacted]

13. Reviews

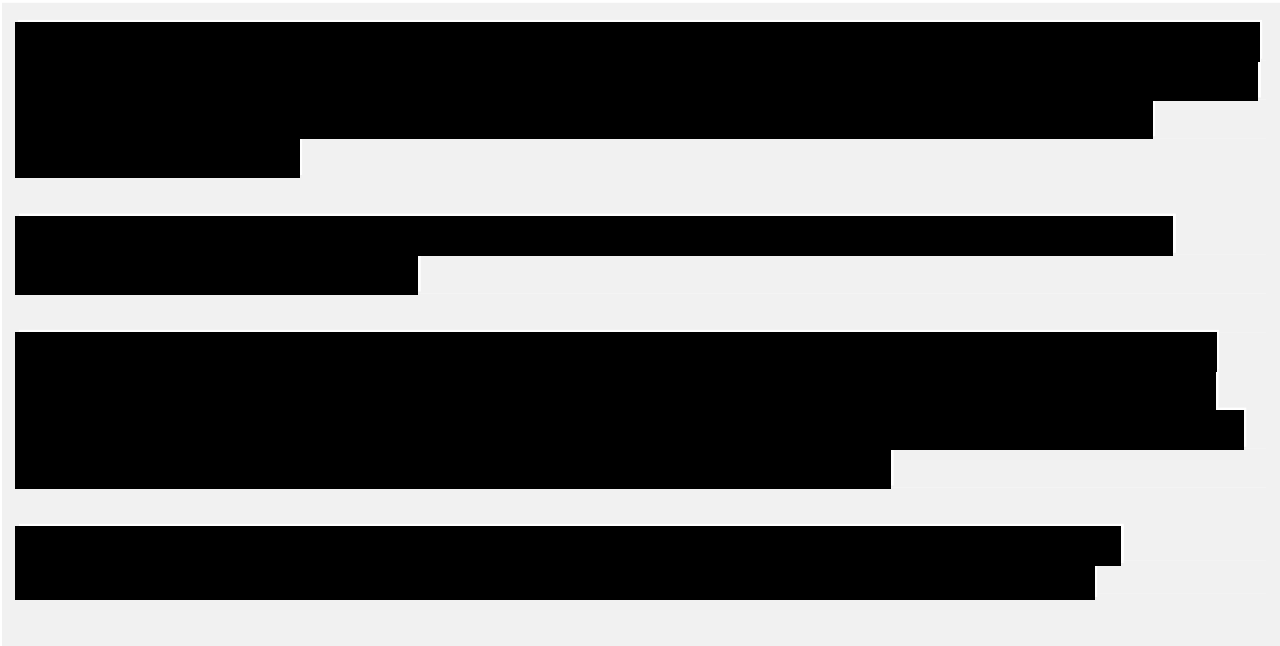
The Council requires the Tenderers to nominate a dedicated account manager to attend contract liaison meetings as required. It is intended that these meetings will provide all parties with the opportunity to raise problems or concerns related to the management or any other aspect of the contract and to provide a forum for open discussion to ensure the continued success of the trading relationship. It is likely that more regular operational meetings at the request of either party may be required.

All supplier representation must be by previous mutual agreement and only between nominated personnel from the parties.

Please confirm your proposals.

[Redacted]

[Redacted]



Cost Response

Please note that the council intends to print its own barcodes

Requirements

Prices, Service Costs, Charges or Commission

It will be for the Contractor to decide, on the basis of the Specification and Conditions of Contract, what charging policy to adopt in respect of both the Council and to its customers. Charges must not exceed any statutory maximum. Charges that will be used by the Contractor should be clearly itemised and should be exclusive of V.A.T in all cases. The Contractor shall make clear the charging policy in all circumstances for all elements of the service(s) for which they are Tendering. If a particular charge covers both swipe cards and barcodes this must be made clear.

Banking and transfer charges

Costs and charges must be based on the contractor issuing a payment instruction for the value of transactions paid per day to be made by way of a direct bank transfer to the client's nominated account seven (7) working days following receipt of cleared funds by the contractor into the trust accounts.

VAT

The amount of tax chargeable shall **not be** included in the prices Tendered. The Tenderer is required to state the product price and all allowable discounts or surcharges. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing HMRC Regulations.

Please complete the following tables and confirm your costs and charges, if no charges for any element please indicate 'None'.

1. Banking and transfer charges

Service	Charge per month
1.1 Initial client money manager trustee account (weighted 1)	[Redacted]

Service	Charge (£)
1.2 Use of the client's own IIN to include all setting up and testing charges (including any testing required by the network providers) (weighted 1)	[Redacted]
1.3 Use of the contractor's IIN to include all setting up and testing charges (including any testing required by the network providers) (weighted 1)	None.
1.4 Charge made for each service attached to the IIN (including any testing required by the network providers) (weighted 2)	None. [Redacted]

2. Payment files

Service	Charges
2.1 Payment tracking outlet information appended to the payment files (weighted 1)	[Redacted]
2.2 File creation dates on outgoing files (weighted 1)	[Redacted]
2.3 File format – Flat ASCII * (weighted 1)	None.

2.4 File format – CSV *(weighted 1)	None.
2.5 File format – client’s custom file format (weighted 1)	[REDACTED]

****Please attach example of format.***

Please find attached sample file formats at Appendix 9.1 (CSV) and Appendix 9.2 (Flat ASCII)

3. Customer Payment Cards (CPC)

Maximum transaction values (MTV)

All prices and costs are to be based on a MTV of £999.99. Contractors able to offer other MTVs should provide detail on a separate sheet cross referenced to this item.

Transaction charges schedule

Contractors are required to provide charges for the volumes listed below:
 (These charges will be weighted 100 for evaluation purposes and an average transaction charge will be taken over all the network/service before applying the weighting and multiplied by our current total annual transaction volume of 163,128

Network / Service	Volume	Transaction charge (£)
3.1 Post Office:	<ul style="list-style-type: none"> ○ < 100,000 ○ 100,001 - 200,000 ○ 200,001 - 300,000 	[REDACTED]
3.2 Paypoint:	<ul style="list-style-type: none"> ○ < 100,000 ○ 100,001 - 200,000 ○ 200,001 - 300,000 	[REDACTED]
3.3 PAYzone:	<ul style="list-style-type: none"> ○ < 100,000 ○ 100,001 - 200,000 ○ 200,001 - 300,000 	[REDACTED]

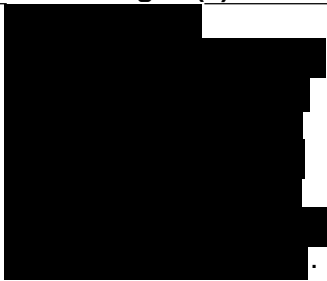
Other networks offered

Network / Service	Volume	Transaction charge (£)
3.4	<ul style="list-style-type: none"> o < 100,000 o 100,001 - 200,000 o 200,001 - 300,000 	N/A
3.5	<ul style="list-style-type: none"> o < 100,000 o 100,001 - 200,000 o 200,001 - 300,000 	
3.6	<ul style="list-style-type: none"> o < 100,000 o 100,001 - 200,000 o 200,001 - 300,000 	

The above pricing structure has been selected to assist in the evaluation of the tenders and must be completed. If the Tenderer would like to submit an alternative pricing structure for consideration it should be detailed on a separate sheet and cross referenced to this part of the tender document.

4. INITIAL RUN

Design and production of plastic CPC, card carriers, wallets and additional inserts or marketing material, examples to be included with tender response. Each charge will be multiplied by our current number of cards in circulation and weighted 20 for evaluation purposes being 3,460.

Product	Description	Charges (£)
4.1 Plastic CPC	2 colour to face, single colour to card reverse (weighted 20)	
4.2 Photographic quality plastic CPC	Full colour to face, single colour to card reverse (weighted 20)	
4.3 Card Carriers	2 colour to face, single colour to card carrier reverse (weighted 20)	
4.4 Plastic wallets	Standard two pocket wallet, 2 colour (weighted 20)	
4.5 Envelopes	Overprinted to single colour to face and flap (weighted 20)	
4.6 Inserts if required	Single A4 sheet or calendar (weighted 20)	

Encoding and embossing of plastic swipecards Each charge will be multiplied by our current number of cards in circulation and weighted 20 for evaluation purposes being 3,460.

Embossing and encoding	Price per 1000
4.7 Embossing and encoding of CPC in BLACK (weighted 20)	[REDACTED]
4.8 Embossing and encoding of CPC in GOLD, SILVER or WHITE (weighted 20)	[REDACTED]

5. Issue of new and replacement cards

New and replacement cards	Charges per card
5.1 Ordering via contractor’s web facilities with standard BLACK embossing. (weighted 2)	[REDACTED]
5.2 Ordering via contractor’s web facilities with standard GOLD, SILVER or WHITE embossing (weighted 2)	[REDACTED]


6. Undeliverable plastic cards (excluding first class postage charge)

Service	Charge per card
6.1 Re-directing cards to client by first class post. (weighted 1)	[REDACTED]

7. Refer to drawer cheques




Service	Charge per cheque (£)
7.1 “Refer to drawer” cheque (weighted 1)	[REDACTED]


8. Training (This will be for information only and not part of the cost evaluation)
 Client's staff (Costs must be based on training at the client's site. If training is available at the contractor's site the costs can also be included for consideration. Please provide detail on a separate sheet)

Service	Charges
Callpay Training 	None.


Continue on separate sheet if necessary

9. Additional services (This will be for information only and not part of the cost evaluation)

Service	Charges
Debit Card transaction fee: (applicable to Callpay, Mobile App, Internet payments, text payments as appropriate)	
Credit Card transaction fee: (applicable to Callpay, Mobile App, Internet payments as appropriate)	
Mobile App	None.
Internet Payments	None.
Callpay licence	

Direct Debit Managed Service	
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10. Any other charges associated with this service that will fall on the Council. **((This will be for information only and not part of the cost evaluation))**

Service	Charges
Webconnect Monthly Maintenance Fee	

Continue on separate sheet if necessary.

11. Barcode Services

Bar-coding

The client intends to print its own barcodes Contractors are asked to quote for the following. These charges will be weighted 100 for evaluation purposes and an average transaction charge will be taken over all the network service before applying the weighting costed and multiplied by our current total annual transaction volume of 55,081.

Network / Service	Volumes	Transaction charge (£)
11.1 Post Office: Barcodes	<50,000	[REDACTED]
	50,000 – 100,000	
	> 100,000	
11.2 Paypoint: Barcodes	<50,000	[REDACTED]
	50,000 – 100,000	
	> 100,000	
11.3 PAYzone: Barcodes	<50,000	[REDACTED]
	50,000 – 100,000	
	> 100,000	

Other networks offered

Network / Service	Volumes	Transaction charge (£)
11.4	<50,000	N/A
	50,000 – 100,000	
	> 100,000	
11.5	<50,000	
	50,000 – 100,000	
	> 100,000	
11.6	<50,000	
	50,000 – 100,000	
	> 100,000	

The above pricing structure has been selected to assist in the evaluation of the tenders and must be completed. If the Tenderer would like to submit an alternative pricing structure for consideration it should be detailed on a separate sheet and cross referenced to this part of the tender document.

12. Refer to drawer cheques

Service	Charge per cheque (£)
12.1 "Refer to drawer" cheque (weighted 1)	[REDACTED]

13. Training of client's staff (This will be for information purposes only and not part of the cost evaluation).

Service	Charges
As per Section 8	

Continue on separate sheet if necessary

14. **Additional services** (This will be for information purposes only and not part of the cost evaluation).


Service	Charges
As per Section 9	

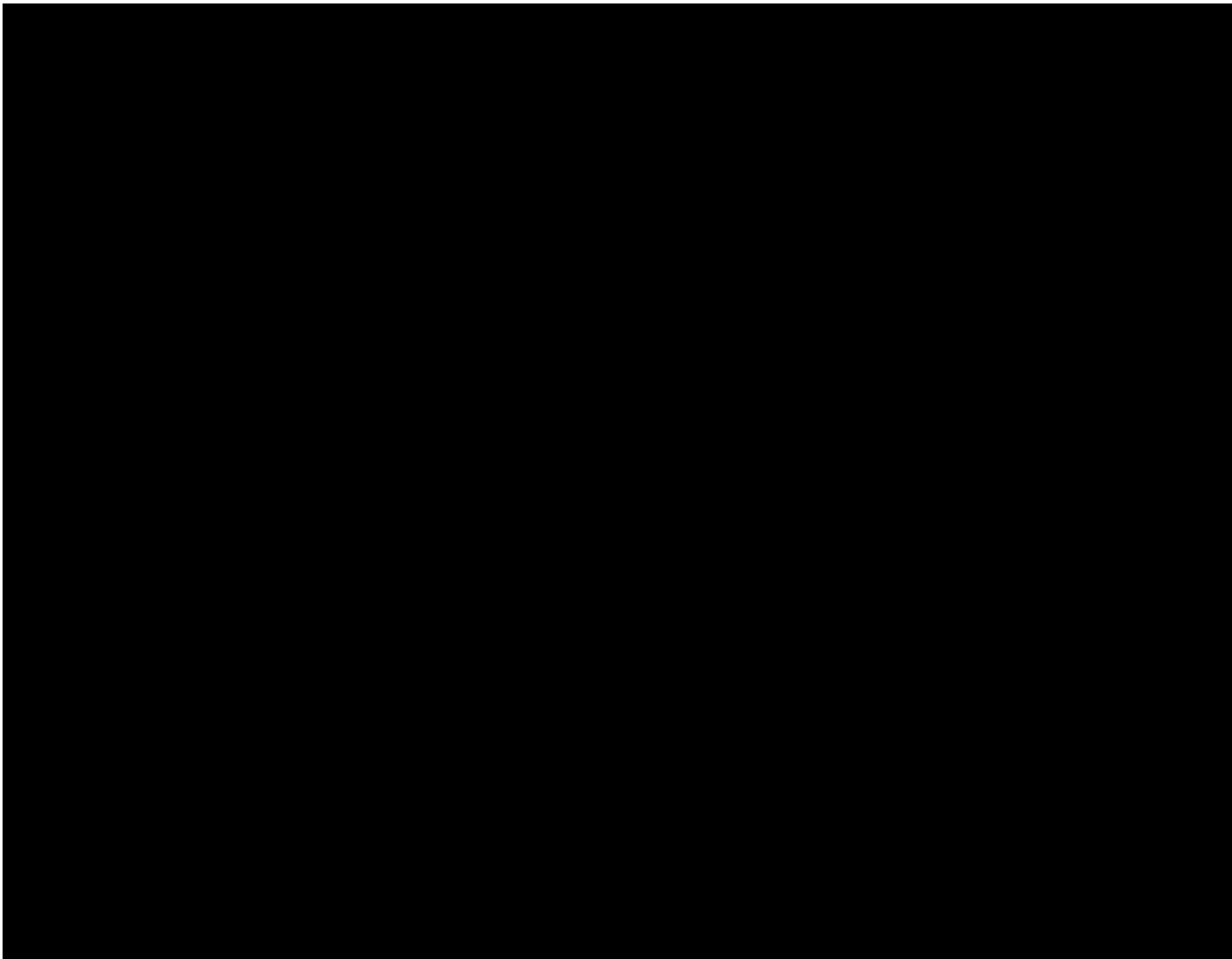
15. **Any other charges associated with this service that will fall on the Council.**

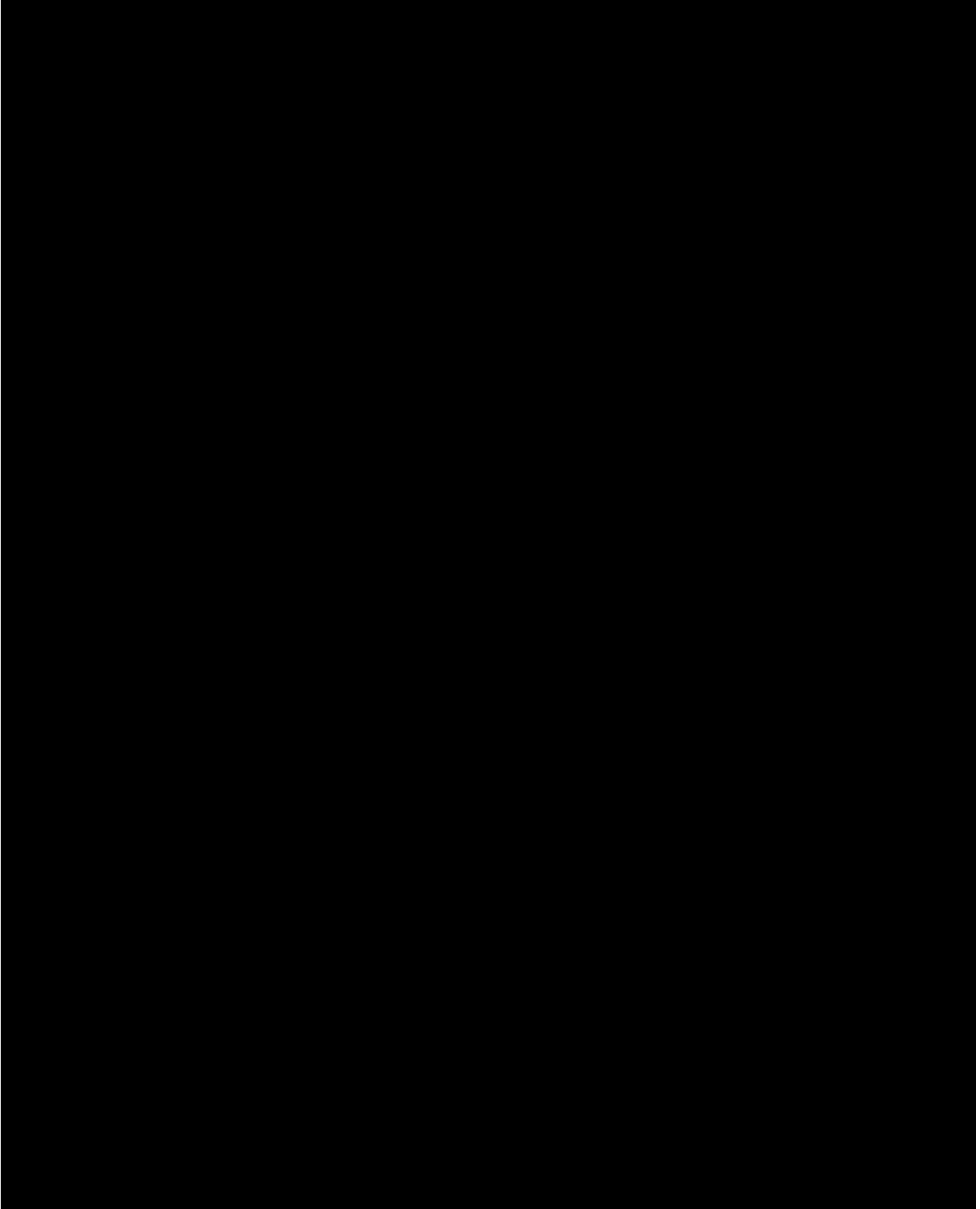
Service	Charges
As per Section 10.	

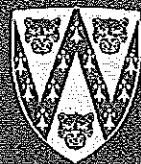
Continue on separate sheet if necessary.

16. Settlement Discount Terms (Any discount offered will be taken from the total cost for evaluation purposes)

Requirement	Offer
<p>Settlement Terms (Days)</p> <p>Please state any additional discount offered for early or prompt payment within the stated number of days of the date of delivery or the submission of an invoice, whichever is the later.</p> <p>10 days 14 days 21 days</p>	
<p>Any other discounts offered off base prices</p>	<p>0% 0% 0%</p>
<p>Any other surcharges on top of base prices</p>	<p>None</p>







personal & commercial info

Allpay Limited
Fortis et Fides
Whitestone Business Park
Whitestone
Hereford
HR1 3SE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 12
February 2014



UMC007- PAYMENT CARD, BAR CODING AND PAYMENT NETWORK INTERMEDIARY 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 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 February 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 framework after the expiry of the standstill period. This would be subject to your pricing clarification received by email on the 10 February 2014.

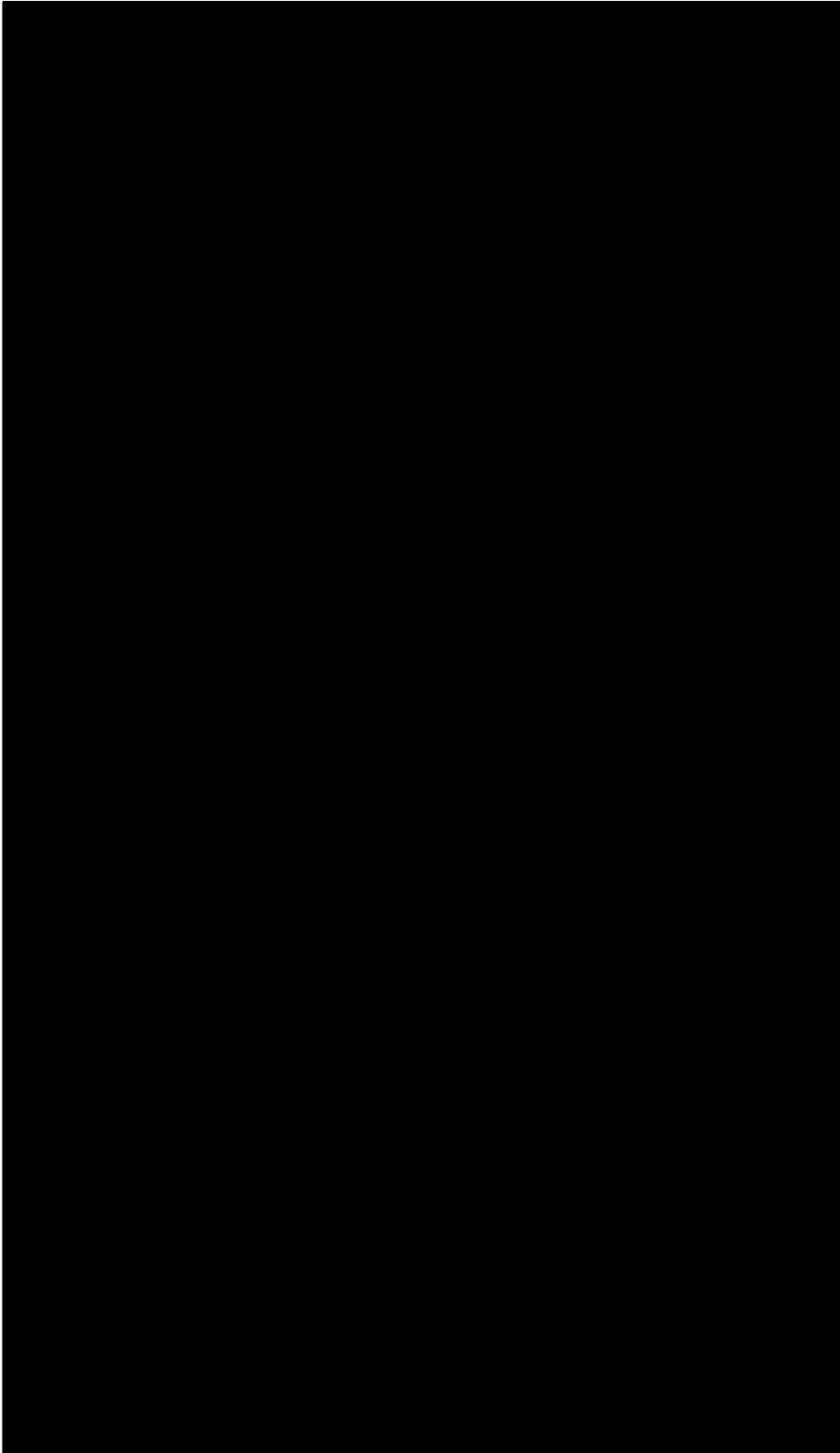
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 60% and price for 40% of the total marks.

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

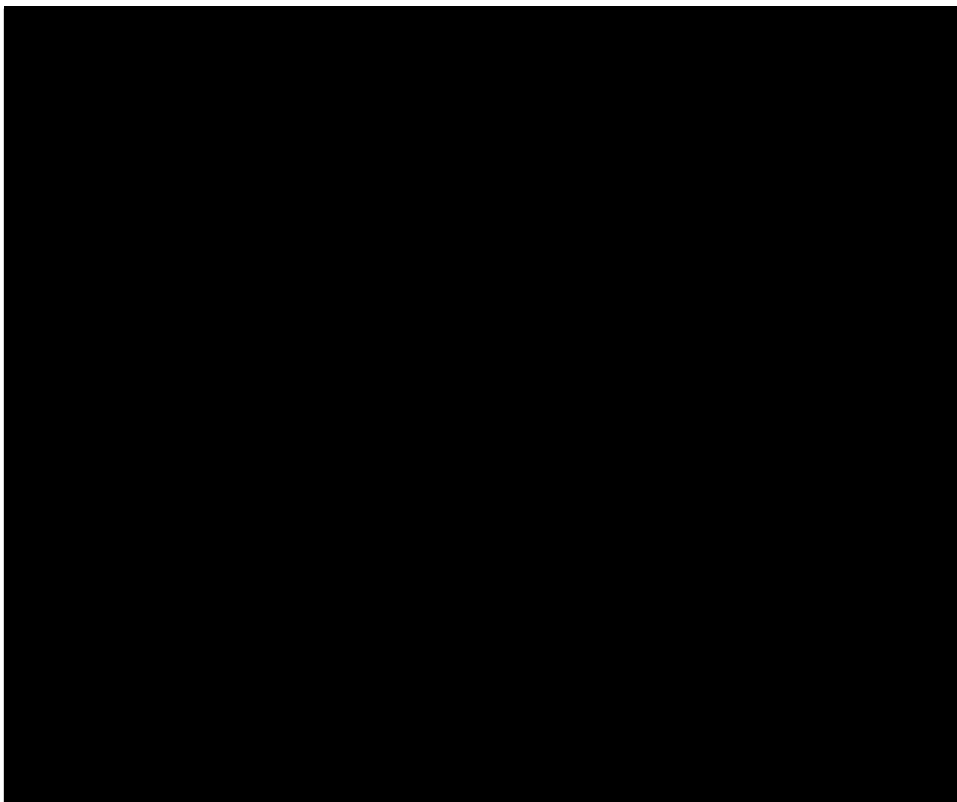
Criteria	Your Weighted Score	Your Rank (out of the 2 tenders received)
Price (out of 400 marks)	█	█
Quality (out of 600 marks)	█	█
Overall	█	█



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

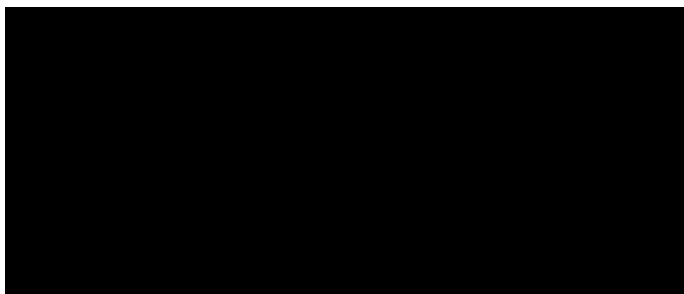


commercial & personal info

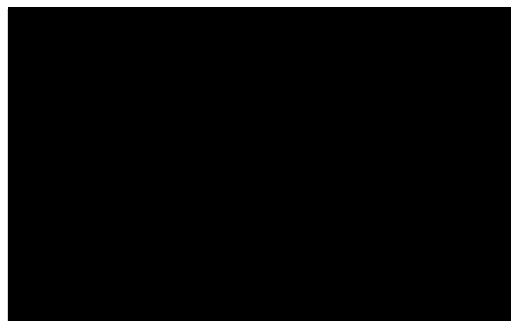


We will be in touch with you again at the end of the standstill period.

Yours faithfully



Shropshire Council



Shropshire Council

