

personal info

UK-Shrewsbury: Miscellaneous software package and computer systems.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743253912, Email: procurement@shropshire.gov.uk

Contact: [REDACTED] - Procurement Manager

Main Address: <https://www.delta-esourcing.com>

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-software-package-and-computer-systems./7UN7576V53>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-software-package-and-computer-systems./7UN7576V53> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-software-package-and-computer-systems./7UN7576V53>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: RMCS 001 - Online Pre-order & Dinner Money Solution

Reference Number: RMCS 001

II.1.2) Main CPV Code:

48900000 - Miscellaneous software package and computer systems.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: An online payment system which facilitates the collection of school dinner money and allows parents or pupils to pre-order their choice of meal in advance of consumption.

II.1.5) Estimated total value:

Value excluding VAT: 300,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: An online payment system which facilitates the collection of school dinner money and allows parents or pupils to preorder their choice of meal in advance of

consumption.

This system will be rolled out in primary schools across the region in phases. Shire Services currently operate in Shropshire, Worcestershire, Herefordshire, Cheshire and the West Midlands providing school meals to nearly 140 schools and 26,000 pupils.

This system forms part of a wider project within Shire Services looking at modernising the service and existing processes as part of our commitment to continually improving the experience of our service users. Key objectives are:

- 1) Reduce dependency on paper based processes
- 2) Find efficiencies within existing operational expenditure
- 3) Make better use of existing resource allocation within Shire Services
- 4) Improve stakeholder perception and accessibility of service
- 5) Explore new geographical markets and consolidate in existing ones

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 300,000

Currency: GBP

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

Start: 01/04/2017 / End: 31/03/2027

This contract is subject to renewal: Yes

Description of renewals: The contract may be renewed for a further period of up to 5 years from 1st April 2022.

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

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

See tender documentation

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

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

See tender documentation

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

III.2.2) Contract performance conditions

See tender documents

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

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

Date: 05/08/2016 Time: 12:00

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

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

IV.2.7) Conditions for opening of tenders:

Date: 05/08/2016

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 10 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: For more information about this opportunity, please visit the Delta eSourcing portal at:
<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-software-package-and-computer-systems./7UN7576V53>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/7UN7576V53>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743253912

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

Email: procurement@shropshire.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

See above

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

Shropshire Council

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

Email: procurement@shropshire.gov.uk

VI.5) Date Of Dispatch Of This Notice: 04/07/2016

Annex A

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

Purchased on behalf of other contracting authority details:

1: Contracting Authority

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

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

Email: procurement@shropshire.gov.uk

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

personal info

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

RMCS 001 – ONLINE PRE-ORDER AND DINNER MONEY PAYMENT SOLUTION 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. Tender Response Document
3. Appendix A - Project Product Description
4. Appendix B - School Meal Data Capture
5. Appendix C Example of ICON Electronic File
6. Draft Web Hosting Agreement

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. 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 5th August 2016**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

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 29th July 2016 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.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council’s Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response

personal info

Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

Yours faithfully



Procurement Manager
Commissioning & Procurement
Enc

Project Product Description

Composition & Specification (E = essential; D = desirable, O = Optional)

1	General		Pts	Tick
			26	
1.1	Supplier must have adequate experience of operating catering ICT systems in a multi-school local authority setting.	E	3	
1.2	Systems and software proposed must already be in full active use in order to be considered.	E	3	
1.3	Capable of capturing and sharing school meal data automatically with Authority's current catering management information system (Saffron). See appendix B for the type of data and how this data would need to be transferred automatically.	E	3	
1.4	Data lost due to software or power failure must be minimal and recovery procedures easy to establish, with warnings given for any invalid or incomplete data held/transferred	E	3	
1.5	Able to integrate and share information with SIMS (Capita).	E	3	
1.6	Software should be capable of automatically resetting pupil's individual FSM/UIFSM account at the end of each day.	E	3	
1.7	All software should be web-based and fully hosted by the supplier.	E	3	
1.8	Throughout the project implementation, you should agree to attend regular project meetings at a designated Shropshire Council office. The frequency of these meetings is to be determined.	E	3	
1.9	Have an email or instant message facility so all kitchens can be contacted electronically.	D	2	
2	Security		15	
2.1	Software must be configured so data exchanges between devices required to fulfil the objectives of this project can navigate third-party proxy server security settings.	E	3	
2.2	System must be able to restrict access to information held on the system depending on permissions set by a central user.	E	3	
2.3	Services provided must be consistent with Cabinet Office 'Cloud Security Principles' .	PASS/FAIL		
2.4	In the event of a failure (including, but not restricted to, software, hardware, network or physical site) it is expected that the solution should be unavailable for no longer than 2 hours.	E	3	
2.5	Software control and integrity of data are fundamental to the operation of the system. The software must produce an effective audit trail of all transactions and system changes.	E	3	
2.6	The system administrator (the highest access level user) must be able to reset passwords, to set up or delete users from the software and to change rules relating to user access. Any changes to system access should be recorded in the system's audit trail.	E	3	
3	Pre-order System		22	
3.1	Operate on-site (school) direct from or through a computer. Suppliers should note any minimum specification for hardware and software (e.g. internet browser should the solution be web-based) required to run their software.	E	3	
3.2	Pre-order software to be compatible and function on interactive whiteboards to allow pupils in class to select school meal. Suppliers should note there are different types of interactive whiteboards in schools each with different specifications and capabilities. Suppliers should note any potential issues that may occur at point of tender and propose solutions.	E	3	
3.3	Once all meals for the day have been selected, the software should produce a report detailing how many of each item on the menu should be prepared.	E	3	

3.4	To be configured in a way that allows multiple schools to be linked together where circumstance arises. For example, when one kitchen is responsible for producing and exporting dinners to nearby schools.	E	3	
3.5	Capture 'point of sale' data and act as register for school dinner money depleting user account as meal is ordered.	E	3	
3.6	Flexibility for manual credit or debit amendments (by either school or kitchen) to be made on user accounts.	E	3	
3.7	Ability to show picture of meals available on menu.	D	2	
3.8	Pre-order system to have option of online selection by Parent/Guardian. This would be in addition to the capability of in-classroom selection.	D	2	
4	Online Payment System		17	
4.1	A facility is required allowing Parent/Guardian to make school meal payments online.	E	3	
4.2	Online payment facility to be PCI DSS compliant.	PASS/FAIL		
4.3	Ability to take payments from a wide range of card types (debit and credit).	E	3	
4.4	Payment of collected monies into Shropshire Council's nominated bank account on (at least) a weekly basis.	E	3	
4.5	Provision of an electronic file allowing upload of payment data into Civica Icon (see appendix C for example).	E	3	
4.6	Online payment portal to integrate directly with Civica Icon.	D	2	
4.7	Ability to extend use to schools (if required) for other income collection purposes.	D	2	
4.8	Ability to make payments through other methods e.g. telephone, Pay Points, Pay Pal.	O	1	
5	Hardware		4	
5.1	Point of sale transaction between caterer and user to take place without the need for a biometric system.	E	3	
5.2	To provide hardware capable of supporting Catering Managers in their daily running of a school kitchen. Hardware can be either tablet, lap-top or an interactive EPOS till (or any other suitable form of hardware) but it must have WiFi capabilities allowing flexibility of use.	O	1	
5.3	Any proposed hardware must conform to the latest British and EU Health and Safety regulations and standards for ICT equipment, or suitable equipment.	PASS/FAIL		
6	Time Management		1	
6.1	A time management system which can act as a sign-in/out facility and automatically calculate working hours and notify instances of variations from normal working hours.	O	1	
7	Forms		1	
7.1	Facility to input H&S Information/Compliance data ordinarily recorded manually in log books.	O	1	
8	Training		8	
8.1	Provide an initial training schedule to ensure that system users are able to operate the software	E	3	
8.2	Complete, accurate and up to date operation and procedure manuals must be provided and maintained for all aspects of the system.	E	3	
8.3	Provide a virtual training setting on system where existing and new employees can be trained in its operation.	D	2	
9	Support and Maintenance		12	

9.1	An appropriate mechanism of support that allows schools to replace/renew/maintain the hardware/software in the event of malfunction.	E	3	
9.2	A clear and detailed specification regarding responsibility of any maintenance and serving costs including any upgrades of software.	E	3	
9.3	The service provider must provide upgrades to meet any legislative changes as they occur at no additional cost to the authority.	E	3	
9.4	All upgrades/new versions of the software must be accompanied by appropriate documentation.	E	3	
			Total	106

School Meal Data

The following data will need to be captured and exported into Saffron¹ on a weekly basis:

- 1) Cost Centre. All data uploaded should only relate to accounts pertaining to its own cost centre (school).
- 2) Value of cash banked² by one of three subjectives:
 - I. Children's Meals
 - II. Adult Meals
 - III. Drinks/Tuck/Outside Catering
- 3) Number of trading days in week.
- 4) Weekending date (Friday's date)
- 5) Amount of cash² collected on each day in the week. This daily cash collected to be broken down by subjectives described above.
- 6) Value of accounts in arrears across all users associated with cost centre
- 7) Value of accounts in credit across all users associated with cost centre
- 8) Meal Numbers. Will need to be broken down by type and sub-type

Type	Subtype
Children	Free
Children	Paid
Adult	Free - Full
Adult	Paid - Full
Adult	Free – main only
Adult	Paid – main only
Adult	Free – pudding only
Adult	Paid – pudding only

- 9) Number of meals exported to each dining centre attached to kitchen³. Meal numbers should be reported on by same type and sub-type for each dining centre as described above. (note: some kitchens export meals to more than one school).
- 10) Value of any outside catering⁴
- 11) Number of Nursery meals exported per day⁵
- 12) Tuck/Break Income where applicable⁶
- 13) Drink income

¹ Saffron is Shire Services' web-based catering management information system

² Although the new system is "cashless" it is anticipated that small cash transactions (both number and value) will still take place. Ideally, software should be capable of identifying a cash credit adjustment separate to that of other credit adjustments.

³ Number of meals exported may be higher than number of meals pre-ordered as some schools wish for additional portions to be sent.

⁴ Service currently input value of outside catering manually (to be invoiced at later date). Unclear how this can be captured and uploaded automatically without adversely affecting arrears or prepayment balances.

⁵ Some kitchens export to nurseries. We invoice individual nurseries based on these figures.

⁶ Some schools run a Tuck/Break service.

Exporting of Data

This data should be exporting automatically into Saffron through use of a CSV file into an SFTP site. It will be done through mapping the account codes in Saffron to corresponding values in the cashless system. Ideally, all schools should be contained within a single database (as oppose to separate databases for each school).

Please use question 1.2 in section F of the Tender Schedule to detail how you will achieve this along with any potential issues you foresee.

43520,St. Georges Junior School,St. Georges Junior School, 10.00,J1,13/04/2016, [REDACTED],9826944401000002244
43520,St. Georges Junior School,St. Georges Junior School, 14.00,J1,13/04/2016, [REDACTED],9826944401000002442
43520,St. Georges Junior School,St. Georges Junior School, 10.00,J1,13/04/2016, [REDACTED],9826944401000002640
43520,St. Georges Junior School,St. Georges Junior School, 4.00,J1,13/04/2016, [REDACTED],9826944401000002749
43520,St. Georges Junior School,St. Georges Junior School, 10.00,J1,13/04/2016, [REDACTED],9826944401000010734
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000010742
43520,St. Georges Junior School,St. Georges Junior School, 40.00,J1,13/04/2016, [REDACTED],9826944401000010775
43520,St. Georges Junior School,St. Georges Junior School, 50.00,J1,13/04/2016, [REDACTED],9826944401000010957
43520,St. Georges Junior School,St. Georges Junior School, 30.00,J1,13/04/2016, [REDACTED],9826944401000011088
43520,St. Georges Junior School,St. Georges Junior School, 12.00,J1,13/04/2016, [REDACTED],9826944401000011484
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000013266
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000013464
43520,St. Georges Junior School,St. Georges Junior School, 15.00,J1,13/04/2016, [REDACTED],9826944401000013597
43520,St. Georges Junior School,St. Georges Junior School, 10.00,J1,13/04/2016, [REDACTED],9826944401000013704
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000013738
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000014207
43520,St. Georges Junior School,St. Georges Junior School, 12.00,J1,13/04/2016, [REDACTED],9826944401000014892
43520,St. Georges Junior School,St. Georges Junior School, 6.00,J1,13/04/2016, [REDACTED],9826944401000014934
43520,St. Georges Junior School,St. Georges Junior School, 4.00,J1,13/04/2016, [REDACTED],9826944401000015196
43520,St. Georges Junior School,St. Georges Junior School, 10.00,J1,13/04/2016, [REDACTED],9826944401000015212
43520,St. Georges Junior School,St. Georges Junior School, 14.00,J1,13/04/2016, [REDACTED],9826944401000015246
43520,St. Georges Junior School,St. Georges Junior School, 15.00,J1,13/04/2016, [REDACTED],9826944401000015337
43520,St. Georges Junior School,St. Georges Junior School, 20.00,J1,13/04/2016, [REDACTED],9826944401000015378
43520,St. Georges Junior School,St. Georges Junior School, 11.00,J1,13/04/2016, [REDACTED],9826944401000015477
43520,St. Georges Junior School,St. Georges Junior School, 12.00,J1,13/04/2016, [REDACTED],9826944401000015592
42940,Whittington CE Primary School,Whittington CE Primary School,
5.00,J1,13/04/2016,allpay,9826944401200004776
42940,Whittington CE Primary School,Whittington CE Primary School,
20.00,J1,13/04/2016,allpay,9826944401200001582
42940,Whittington CE Primary School,Whittington CE Primary School,
10.50,J1,13/04/2016,allpay,9826944401200002465
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
30.00,J1,13/04/2016,postoffice,9826903726987259212
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
14.00,J1,13/04/2016,postoffice,9826903726987259725
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
20.00,J1,13/04/2016,Paypoint,9826903726987248280
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
10.00,J1,13/04/2016,Paypoint,9826903726987262273
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
10.00,J1,13/04/2016,Paypoint,9826903727090074563
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
100.00,J1,13/04/2016,allpay,9826903726987244883
40650,Cleobury Mortimer Primary School,Cleobury Mortimer Primary School,
2.00,J1,13/04/2016,allpay,9826903727084509574



INSTRUCTIONS FOR TENDERING

**RMCS 001 – Online Pre-order and
Dinner Money Payment Solution**

Shropshire Council Instructions for tendering

Contract Description:

An online payment system which facilitates the collection of school dinner money and allows parents or pupils to pre-order their choice of meal in advance of consumption.

This system will be rolled out in primary schools across the region in phases. Shire Services currently operate in Shropshire, Worcestershire, Herefordshire, Cheshire and the West Midlands providing school meals to nearly 140 schools and 26,000 pupils.

The contract will commence on 1st April 2017 for an initial period of 5 years with an option to extend for a further period of up to 5 years subject to satisfactory performance and agreement by both parties.

This system forms part of a wider project within Shire Services looking at modernising the service and existing processes as part of our commitment to continually improving the experience of our service users. Key objectives are:

- 1) Reduce dependency on paper based processes
- 2) Find efficiencies within existing operational expenditure
- 3) Make better use of existing resource allocation within Shire Services
- 4) Improve stakeholder perception and accessibility of service
- 5) Explore new geographical markets and consolidate in existing ones.

A detailed specification listing essential, desirable and optional criteria of this product is included in appendix A.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	7
8.0	Continuation of the Procurement Process	8
9.0	Confidentiality	8
10.0	Freedom of Information	9
11.0	Disqualification	10
12.0	E-Procurement	11
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	12
15.0	Acceptance	12
16.0	Payment Terms	12
17.0	Liability of Council	12
18.0	Attendance at Committee	13
19.0	Declaration	13

1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of an Online Pre Order and Dinner Money Payment Solution as detailed in the Tender Response Document and Specification. The contract will be for an initial period of 5 years commencing on the 1st April 2017 with the option to extend for a further period of up to 5 years
 - 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions & Special Terms & Conditions of Shropshire Council and the instructions outlined within this document.
 - 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
 - 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
 - 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
 - 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
 - 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
 - 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement
- 2.2 Terms and Conditions**
- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
 - 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's

requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 5th August 2016**.

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

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

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

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

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

5.0 **Variant Bids**

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

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

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

6.0 **Tender Evaluation**

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

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

7.0 **Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **29th July 2016**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

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

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

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

9.0 Confidentiality

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

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

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

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

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

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

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

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

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

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

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

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

11.0 Disqualification

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

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

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

14.0 Value of Contract

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

15.0 Acceptance

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

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

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1st April 2017**.

16.0 Payment Terms

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

17.0 Liability of Council

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

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

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

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

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

liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

DATED

WEBSITE HOSTING AGREEMENT

between

SHROPSHIRE COUNCIL

and

[PARTY 2]

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Host**).
- (2) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (**Customer**).

BACKGROUND

- (A) The Host submitted a tender on [DATE] (reference: [REFERENCE]) in response to the Customer's request for proposal issued on [DATE] (reference: [REFERENCE]).
- (B) The parties have agreed that the Host shall provide the Customer with website hosting and related services on the terms and conditions set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

Acceptance: the acceptance or deemed acceptance of the Site by the Customer pursuant to clause 3.

Acceptance Certificate: the form of certificate served on the Host by the Customer to acknowledge Acceptance.

Acceptance Tests: the tests to be carried out on the Site as set out in clause 3 and as described in Schedule 7.

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.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change Control Procedures: the procedures set out in Schedule 6.

Charges: the charges in respect of the Services set out in Schedule 5.

Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

- (a) identified as confidential at the time of disclosure; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Defects: has the meaning given in clause 3.4.

Effective Date: [DATE].

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

Exempt Information: means any information or class of information (including but not limited to any document, report, agreement or other material containing information) relating to this agreement which potentially falls within an exemption to FOIA (as set out therein).

FOIA: means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.

FOIA notice: means a decision notice, enforcement notice and/or information notice issued by the Information Commissioner.

Force Majeure Event: any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Host Personnel: all employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor paid or unpaid.

Materials: the content provided to the Host by the Customer from time to time for incorporation in the Site.

Non-Host Defects: the Defects described in clause 3.5.

Parties: the Host and the Customer and 'Party' shall mean either one of them.

Project Plan: the timetable for setting up the Site and performing the Services as set out in Schedule 1.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

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

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.

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

Service Levels: the service levels as set out in Schedule 4.

Services: the hosting and related services to be provided pursuant to this agreement as described in Schedule 3.

Site: the website at [URL] to be hosted by the Host pursuant to this agreement.

Site Software: the software for the Site commissioned by the Customer as described in Part 1 of Schedule 2.

Site Specification: the specification for the Site set out in Part 2 of Schedule 2.

Sub-Contract: any contract or agreement, or proposed contract or agreement between the Host and any third party whereby that third party agrees to provide to the Host 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 thereof.

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

Visitor: a visitor to the Site.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this agreement.
- 1.4 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative

and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.9 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.

2. **SERVICES**

The Host shall perform its obligations in accordance with the Project Plan. In particular:

- (a) provided the Host receives a copy of the Site Software and Materials on or before [DATE], the Host shall set up the Site and notify the Customer that the Site is ready for acceptance testing on [DATE]; and
- (b) the Host shall, no later than five days after Acceptance, provide the Services in accordance with this agreement, including the Service Levels.

3. **ACCEPTANCE**

- 3.1 The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of the Acceptance Tests are set out in Schedule 7.
- 3.2 The Customer shall be entitled to be present during the Acceptance Tests and any retests.
- 3.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Customer shall sign the Acceptance Certificate in respect of the Site and return it to the Host as soon as reasonably practicable following Acceptance.

- 3.4 If any Acceptance Tests are not passed, the failures that cause the relevant test to be failed (**Defects**) shall be drawn up and documented by the Host and presented promptly to the Customer for discussion as to how best to rectify such Defects.
- 3.5 If any such failure results solely from a Defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-Hosts or agents for whom the Host has no responsibility (**Non-Host Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Host Defect, and the Customer shall sign and return the Acceptance Certificate to the Host. The Host shall provide assistance reasonably requested by the Customer in remedying any Non-Host Defects by supplying additional services or products. If so requested, the Customer shall pay the Host in full for all such additional services and products at the Host's then current fees and prices.
- 3.6 The Host shall remedy any Defects promptly so as to ensure that the Site passes the Acceptance Tests on a retest.
- 3.7 If such retest demonstrates that the Site is still not in accordance with the Site Specification, the Customer may, by written notice to the Host, elect at its sole option:
- (a) to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Customer may incur as a result of carrying out such tests shall be reimbursed by the Host). If the Site fails such further tests, the Customer shall be entitled to proceed under clause 3.7(b) or clause 3.7(c); or
 - (b) to accept the Site subject to an abatement of the Charges, such abatement to be such amount as is reasonable, taking into account the circumstances. In the absence of written

agreement as to abatement within fourteen days after the date of such notice, the Customer shall be entitled to reject the Site in accordance with clause 3.7(c); or

- (c) to reject the Site as not being in conformity with this agreement, in which event this agreement shall automatically terminate and the Host shall (without prejudice to the Customer's other rights and remedies) immediately refund to the Customer all sums previously paid to the Host under this agreement.

4. PROJECT MANAGEMENT

4.1 Each party shall appoint a project manager who shall:

- (a) provide professional and prompt liaison with the other party;
and
- (b) have the necessary expertise and authority to commit the relevant party.

4.2 The project managers shall meet at least once every week until Acceptance and thereafter at least once every month. The Customer shall provide minutes of these meetings to the Host which shall be deemed to be an accurate record of such meetings if the Host raises no objection within seven days of receipt.

5. CHARGES AND PAYMENT

5.1 Following Acceptance, the Host shall issue a VAT invoice in respect of the Charges, and the Customer shall pay to the Host the Charges correctly calculated in accordance with Schedule 5 and set out in the Host's invoice within 30 days of receipt of the Host's invoice, excluding any amount in respect of which there is a genuine dispute.

5.2 All Charges are inclusive of VAT.

6. WARRANTIES

- 6.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 6.2 The Host shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards.
- 6.3 The Host warrants that the operation of the Site will be uninterrupted and free of errors and material defects, and that the Site will perform substantially in accordance with the Site Specification for the term of the contract from Acceptance. If the Site does not so operate and perform, the Host shall, for no additional charge, promptly ensure that the Site complies with the terms of this clause 6.3.

7. LIMITATION OF REMEDIES AND LIABILITY

- 7.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (c) fraud; or
 - (d) any other liability which cannot be excluded or limited under applicable law.
- 7.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

7.3 Save for clause 7.1 and (in respect of the Host) clause 8.3, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement, or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £[AMOUNT].

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer retains all Intellectual Property Rights in the Site Software and Materials, and grants the Host a licence to such Intellectual Property Rights to the extent required to perform its obligations pursuant to this agreement.

8.2 All Intellectual Property Rights in the Site (including in the content of the Site and in any domain names registered by the Host on the Customer's behalf) arising in connection with this agreement shall be the property of the Customer, and the Host hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Customer.

8.3 The Host shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim of infringement of Intellectual Property Rights of a third party.

8.4 If any action or claim of the type referred to in clause 8.3 is made, the Customer shall:

- (a) promptly notify the Host in writing of the action or claim;
- (b) make no admissions or settlements without the Host's prior written consent;
- (c) give the Host all information and assistance that the Host may reasonably require; and

- (d) allow the Host complete control over the litigation and settlement of any action or claim.

8.5 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to clause 8.2.

9. **SITE CONTENT**

9.1 The Host shall update the Site with Materials provided from time to time by the Customer within two days of receiving such Materials.

9.2 The Host shall include only the Materials on the Site. The Customer acknowledges that the Host has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Host may remove content from the Site where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred [or acts of terrorism], menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**), provided that the Host notifies the Customer immediately if it suspects or becomes aware of any allegation that content on the Site may be Inappropriate Content and gives the Customer a reasonable opportunity to amend it.

9.3 The Host shall immediately comply with any written request by the Customer to remove any content from the Site or to prevent any person from gaining access to the Site.

10. DATA PROTECTION

- 10.1 In this clause 10, **Personal Data** has the meaning given in the Data Protection Act 1998.
- 10.2 The Host warrants that to the extent it processes any Personal Data on behalf of the Customer:
- (a) it shall act only on instructions from the Customer; and
 - (b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 10.3 The Host shall treat any Personal Data or other data submitted to the Site as Confidential Information belonging to the Customer.
- 10.4 The Council retains the ownership of any data records hosted on your servers and this data should not be shared or distributed to any other party without prior agreement.

11. TERM AND TERMINATION

- 11.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination under this clause 11) terminate automatically on the fifth anniversary of the Effective Date, unless the Customer elects to extend the term of this agreement by a further five years by written notice before that first anniversary.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is

remediable) fails to remedy that breach within a period of 14 days after being notified [in writing] to do so;

- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of any of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(c) to clause 11.2(h) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (l) any warranty given by the other party in clause 6 of this agreement is found to be untrue or misleading.
- (m) that other party has been subject to a Force Majeure Event for a continuous period of more than 90 days.

11.3 On expiry or termination of this agreement:

- (a) all licences granted to the Host under this agreement shall terminate immediately;
- (b) the Host shall promptly return to the Customer the Site Software and all Materials, and shall provide to the Customer an electronic copy of the Site (including all content on the Site);
- (c) the Host shall provide all such assistance as is requested by the Customer to transfer the hosting of the Site to the Customer or another service provider, subject to payment of the Host's expenses reasonably incurred; and
- (d) any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

11.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages

in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. CHANGE CONTROL

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure set out in Schedule 6.

13. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for [60 Business Days], the party not affected may terminate this agreement by giving [5] [Business Days'] written notice to the affected party.

14. CONFIDENTIALITY

14.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

14.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

14.3 The obligations set out in this clause 14 shall not apply to Confidential Information that the receiving party can demonstrate:

- (a) is or has become publicly known other than through breach of this clause 14; or
- (b) was in the possession of the receiving party prior to disclosure by the other party; or
- (c) was received by the receiving party from an independent third party who has full right of disclosure; or
- (d) [was independently developed by the receiving party; or]
- (e) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

14.4 The obligations of confidentiality in this clause 14 shall not be affected by the expiry or termination of this agreement.

15. **AUDIT**

The Customer has the right to audit the Host's compliance with this agreement, including whether appropriate measures have been taken under clause 10.2(b), on giving seven days written notice to the Host. At the Customer's option, this audit may cover documents only or may include onsite audit, subject to the Customer notifying the Host of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

16. **AGREEMENT AND TRANSPARENCY**

16.1 Further to the Local Government and Transparency Code 2015 the Customer is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Agreement and any associated tender documentation provided by the Host (the Tender Submission) is not Confidential Information. The Customer shall be responsible for determining in its

absolute discretion whether any of the content of this agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

16.2 Notwithstanding any other term of this agreement, the Host hereby gives its consent for the Customer to publish this agreement and the Tender Submission in its entirety, including from time to time agreed changes to this agreement, to the general public.

16.3 The Host shall assist and cooperate with the Customer to enable the Customer to publish this agreement and the Tender Submission.

17. **PREVENTION OF BRIBERY**

17.1 The Host:

- (a) shall not, and shall procure that all Host 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 Customer, 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 Customer before execution of this agreement.

17.2 The Host shall:

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

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

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

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

- a) with the Customer; or,
- b) with the actual knowledge;

of any one or more of the directors of the Host or the Sub-Host (as the case may be); or

c) in circumstances where any one or more of the directors of the Host ought reasonably to have had knowledge.

17.6 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 Customer believes has committed the Prohibited Act; and
- c) the date on which this Agreement will terminate.

17.7 Despite clause 24 (Disputes), any dispute relating to:

- a) the interpretation of clause 17 or
- b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer and its decision shall be final and conclusive.

17.8 Any termination under clause 17.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

18. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004

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

18.2 The Host shall notify the Customer of any Commercially Sensitive Information provided to the Customer together with details of the reasons for its sensitivity and the Host acknowledges that any lists or

schedules of Commercially Sensitive Information so provided are of indicative value only and that the Customer may be obliged to disclose such information.

18.3 The Host shall and shall procure that its Sub-Contractors shall:

18.3.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;

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

18.3.3 provide, at the Host's expense, all necessary assistance as reasonably requested by the Customer to enable the Customer 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.

18.4 The Customer 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 Customer may consult with the Host prior to making any decision or considering any exemption.

18.5 In no event shall the Host respond directly to a Request for Information unless expressly authorised to do so by the Customer.

18.6 The Host acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Customer 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 Host or the Services:

18.6.1 in certain circumstances without consulting the Host; or
18.6.2 following consultation with the Host and having taken their views into account;

provided always that where sub-clause 18.6.1 above applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Host advanced notice, or failing that, to draw the disclosure to the Host's attention after any such disclosure.

18.7 The Host 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 Customer to inspect such records as requested from time to time.

18.8 The Customer 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.

19 INSURANCE

19.1 The Host shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Host, arising out of the Host'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 Customer such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

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

19.3 Where the Host is providing Services of a professional nature, or the Customer otherwise specifies that professional indemnity insurance is required, the Host shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this agreement. To comply with its obligations under this clause, and as a minimum, the Host shall ensure professional indemnity insurance held by the Host and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

19.3.1 The Host shall hold and maintain the insurances required under this agreement for a minimum of 6 years following the expiration or earlier termination of this agreement

19.4 The Host warrants that it has complied with this clause 19 and shall provide the Customer with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this agreement and annually thereafter during the term of this agreement.

19.5 The Host shall:

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

19.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Host of any liabilities under this agreement.

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

19.7.1 if a claim or claims which do not relate to this agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of

cover available below that minimum, the Host shall immediately submit to the Customer:

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

19.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this agreement are paid by insurers, the Host shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this agreement; or
- (ii) if the Host is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Customer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

20. NOTICES

20.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

20.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting [or at the time recorded by the delivery service].
- (c) if sent by fax, at [9.00 am] on the next Business Day after transmission.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.4 A notice given under this agreement is not valid if sent by email.

21. PUBLIC INTEREST DISCLOSURE “WHISTLEBLOWING”

21.1 The Host will ensure that its employees and agents are made aware of the Customer’s policy “Speaking Up About Wrongdoing” and that the details of this policy are fully explained to them and shall provide the Customer with evidence of doing so upon request.

22. EQUALITIES

22.1 The Host and any Sub-Contractor employed by the Host 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.

22.2 Without prejudice to the generality of the foregoing, the Host 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).

- 22.3 In addition, the Host and any Sub-Contractor or person(s) employed by or under the control of the Host in providing Services to the Customer 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.
- 22.4 The Host 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.
- 22.5 In the event of any finding of unlawful discrimination being made against the Host 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 Host and any Sub-Contractor shall inform the Customer of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 22.6 The Host and any Sub-Contractor employed by the Customer will provide a copy of its policies to the Customer at any time upon request. In addition, the Customer may reasonably request other information from time to time for the purpose of assessing the Host's compliance with the above conditions.

23. NON-COMPLIANCE

- 23.1 If the Customer 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 Host 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)

23.2 If the Host fails to take any or all of the necessary action by the date given in the non-compliance notice, the Customer may send the Host a final non-compliance 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).

23.3 If, in the reasonable opinion of the Customer, the Host 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 Customer 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 24):

- (a) To make arrangements to take its own corrective action either itself or through the appointment of another Host and to either:
 - (i) Deduct all costs in connection therewith from any sums due or to become due to the Host under the terms of this agreement; or
 - (ii) To recover such sums from the Host as a debt; and/or
- (b) To terminate this agreement in accordance with clause 11

24. DISPUTES

24.1 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:-

- (a) In the first instance a special meeting of both 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
- (b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Customer's Chief Executive and the Host or other authorised officer whose details have been notified to the Customer, 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
- (c) If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration 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.

25. PUBLICITY

The Host will not make any press or other release or public announcement in relation to this agreement without the prior approval of the Customer.

26. ASSIGNMENT

The Host may not assign or transfer any of its rights or obligations under this agreement. The Customer may assign or transfer any of its rights under this agreement, provided it gives prior written notice to the Host.

27. ENTIRE AGREEMENT

27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

28. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

29. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

30. WAIVER

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

31. RIGHTS AND REMEDIES

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

32. SEVERANCE

32.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

32.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

33. **GOVERNING LAW**

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

34. **JURISDICTION**

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

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

Schedule 1 Project plan

Schedule 2 Site software and specification

Part 1. Site software

Part 2. Site specification

Schedule 3 Services

Schedule 4 Service levels

Schedule 5 Charges

Schedule 6 Change control procedure

1. The Host and the Customer shall discuss any change to this agreement (**Change**) proposed by either and such discussion shall result in either:
 - (a) a written request for a Change by the Customer; or
 - (b) a written recommendation for a Change by the Host,or, if neither the Customer nor the Host wishes to submit a request or recommendation, the proposal for the Change will not proceed.
2. Where a written request for a Change is received from the Customer, the Host shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change [, or inform the Customer that the Host is not able to comply with such written request for a Change].
3. A written recommendation for a change by the Host shall be submitted as a CCN direct to the Customer at the time of such recommendation.
4. Each CCN shall contain:
 - (a) the title of the Change;
 - (b) the originator and the date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specifications and user facilities;
 - (e) the price, if any, of or associated with the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;

- (g) the impact, if any, of the Change on other aspects of this agreement, including:
 - (i) the Charges;
 - (ii) the contractual documentation; and
 - (iii) staff resources;
 - (h) the date of expiry of validity of the CCN (which shall not be less than [NUMBER] working days); and
 - (i) provision for signature of the CCN by the Customer and the Host.
5. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in paragraph 4(h) of this Schedule 6:
- (a) allocate a sequential number to the CCN;
 - (b) evaluate the CCN, and as appropriate either:
 - (i) request further information; or
 - (ii) approve the CCN; or
 - (iii) notify the Host of the rejection of the CCN; and
 - (c) if approved, arrange for two copies of the approved CCN to be signed for or on behalf of the Customer and the Host. The signing of the CCN shall signify acceptance of a Change by both the Customer and the Host.
6. Once signed by the Customer and the Host in accordance with paragraph 5 of this Schedule 6, the Change shall be immediately effective and the Customer and the Host shall perform their respective obligations on the basis of the agreed amendment.

Schedule 7 Acceptance tests

Signed by [NAME OF
DIRECTOR]

.....

Director

for and on behalf of [NAME OF
HOST]

Signed by and on behalf of
SHROPSHIRE COUNCIL

.....

Head of Legal & Democratic
Services

.....

Legal Services Manager



Tender Response Document

RMCS 001 – ONLINE PRE-ORDER & DINNER MONEY PAYMENT SOLUTION

**Name of
TENDERING
ORGANISATION**
(please insert)

SQUIDCARD LTD

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

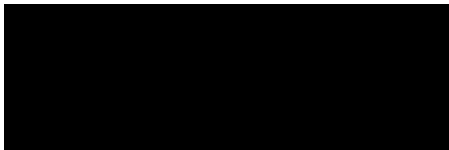
Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Online Pre-order and Dinner Money Payment Solution

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of an Online Pre-order and Dinner Money Payment Solution at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed



Name:



Date: August 1st 2016

Designation: Sales Director

Company: sQuidcard Ltd

Address John Loftus House, Summer Road, Thames Ditton, Surrey

Post Code: KT7 0QQ

Tel No: 0208 339 2111

Fax No: 0208 398 8785

E-mail address:



Web address: www.squidcard.com

Section A:
2. Non – Canvassing Certificate

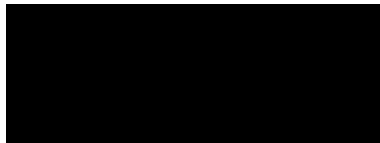
Non-Canvassing Certificate

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 of 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.

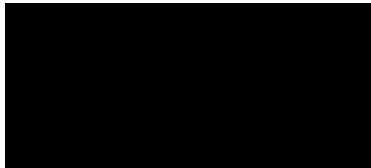
I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any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

Signed (1)



Status : Sales Director

Signed (2)


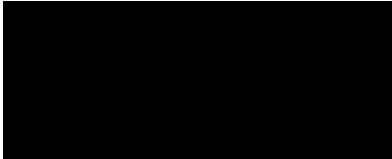


Status: International Sales Manager

(For and on behalf of sQuidcard Ltd)

Date : 1st August 2016

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: Sales Director
Signed (2)	 Status: International Sales Manager
(For and on behalf of sQuidcard Ltd)	
Date: 1 st August 2016	

Section A:

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

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

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: Sales Director
Signed (2)		Status: International Sales Manager
(For and on behalf of sQuidcard Ltd)		
Date : 1 st August 2016		

SECTION B

Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	SQUIDCARD LTD	
Registered company address	John Loftus House, Summer Road, Thames Ditton, Surrey KT7 0QQ	
Registered company number	03937068	
Registered charity number		
Registered VAT number	927 266 993	
Name of immediate parent company	Smart Transactions Group	
Name of ultimate parent company	Not applicable	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	
	ii) a limited company	X Yes
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	
	ii) Small or Medium Enterprise (SME) ¹	X Yes
	iii) Sheltered workshop	
	iv) Public service mutual	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	'X' Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	N/A
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	N/A
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	N/A
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	N/A

personal & commercial info

1.3 Contact details	
Supplier contact details for enquiries about this tender	
Name	██████████
Postal address	sQuidcard Ltd John Loftus House Thames Ditton Surrey KT7 0QQ
Country	United Kingdom
Phone	0208 339 2111
Mobile	██████████
E-mail	████████████████████

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	<input checked="" type="checkbox"/> Yes ████████████████████ ████████████████████
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	<input type="checkbox"/> Yes

SECTION C

– Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		‘X’
corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		‘X’
the common law offence of bribery;		‘X’
bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		‘X’
any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		‘X’
(ii) the offence of conspiracy to defraud;		‘X’
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		‘X’
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		‘X’
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		‘X’

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		'X'
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		'X'
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		'X'
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		'X'
any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		'X'
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		'X'
any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		'X'
money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		'X'
an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		'X'
an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		'X'
an offence under section 59A of the Sexual Offences Act 2003;		'X'
an offence under section 71 of the Coroners and Justice Act 2009		'X'
an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		'X'
any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		'X'
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		'X'

<p>Non-payment of taxes</p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		<p>'X'</p>
---	--	------------

SECTION D

Grounds for discretionary exclusion - Part 1

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		'X'
your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		'X'
your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		'X'
your organisation has entered into agreements with other economic operators aimed at distorting competition;		'X'
your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		'X'
the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		'X'
your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		'X'
your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		'X'
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		'X'
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		'X'
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion,		'X'

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;
 paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
 clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
 taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

5. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION		
5.1	Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.	
	A copy of the audited accounts for the most recent two years	X
	A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	
	A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
5.2	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:	<input type="checkbox"/> Yes
	Name of the organisation	Smart Transactions Group
	Relationship to the Supplier completing the PQQ	Parent
	If yes, please provide Ultimate / parent company accounts if available.	<input type="checkbox"/> Not available at present (but can provide when available)
If yes, would the Ultimate / parent willing to provide a guarantee if necessary?	<input type="checkbox"/> Yes	
If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)	<input type="checkbox"/> Yes	

6. TECHNICAL AND PROFESSIONAL ABILITY

6	Relevant experience and contract examples
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for services should have been performed during the past <u>three</u> years. VCSEs may include samples of grant funded work. The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not</p>

	<p>possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation	██████████ ██████████	██████████ ██████████	██████████ ██████████
6.2	Point of contact in customer organisation Position in the organisation E-mail address	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████ ██████████ ██████████
6.3	Contract start date Contract completion date Estimated Contract Value	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████
6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

SECTION E

7 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

Further project specific questions relating to the technical and professional ability of the supplier.

7.1 - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 Public/Products Liability Insurance = £5,000,000 Professional Indemnity Insurance = £2,000,000</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	'X' Yes
----	---	---------

7.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	'X' No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	'X' No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	Not Applicable

7.3 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	'X' No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	Not applicable

7.4 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	'X' Yes
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	'X' No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	Not applicable

7.5 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below.



SECTION F – TENDER SCHEDULE (Quality)

	Tender Schedule	M a x m a r k s
1	General	1 2 0
1.1	<p><i>Describe details of your hosting solution and where (location) of any servers used for both software and data storage. This should include an infrastructure diagram which gives details of the supported infrastructure.</i></p> <p>Answer - Online Payment Solution</p> <p>[Redacted content]</p>	1 0



	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
	<ul style="list-style-type: none">■ [REDACTED]	
	<ul style="list-style-type: none">■ [REDACTED]	
	<ul style="list-style-type: none">■ [REDACTED]	
	<ul style="list-style-type: none">■ [REDACTED]	

	<p>[Redacted text]</p> <ul style="list-style-type: none">[Redacted text] <p>[Redacted text]</p>	
--	---	--

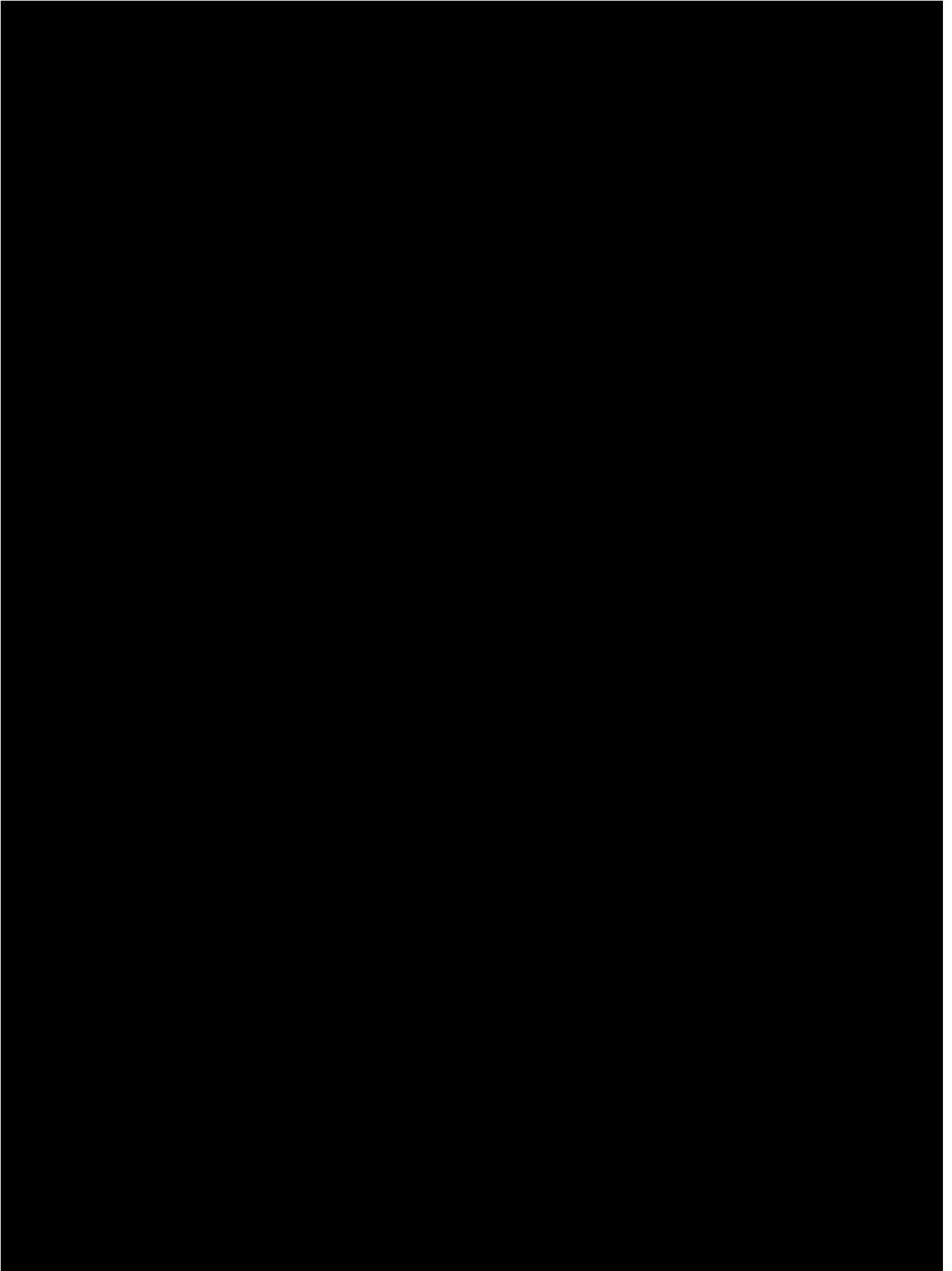
1.2	<p>Provide details of how your system will integrate and share data automatically with other information systems such as our existing catering management information system (see appendix B) and SIMS.</p> <p>Provide examples of where you have achieved this and how you worked with both the contracting authority and other MIS providers in resolving any issues regarding data exchange.</p> <p>[Redacted text block]</p>	4 0
-----	--	--------

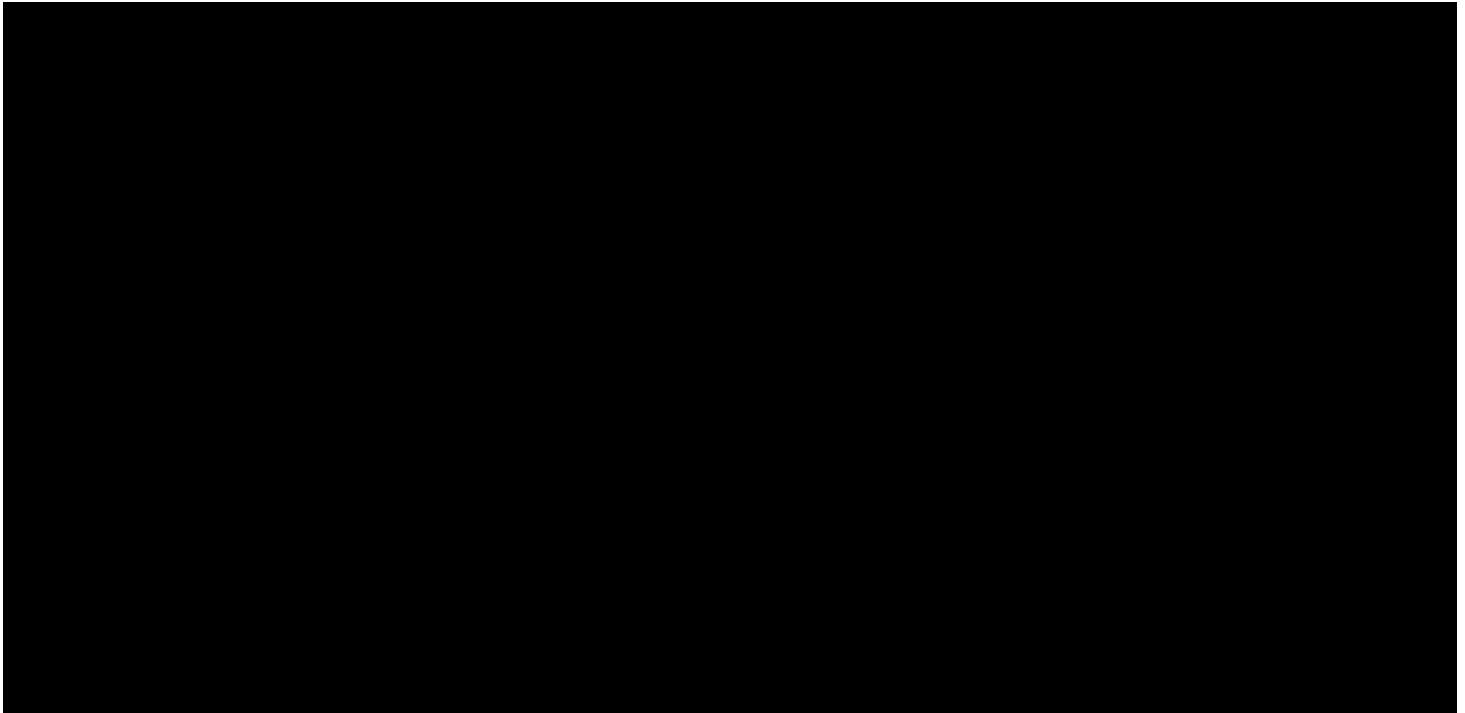
1.3	<p>Provide details of your Business Continuity Plan showing how you can continue to operate in the event of unforeseen circumstances.</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <ul style="list-style-type: none"> [Redacted list item] [Redacted list item] [Redacted list item] [Redacted list item] 	1 0
1.4	<p>Propose either KPIs or service level proposals for the operation of your system and give examples of how you have performed on these with other customers.</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p>	2 0

	<p>[Redacted]</p>	
1.5	<p>What is the testing methodology for testing the application/software functionality on a variety of operating systems and web browsers?</p> <p>Please fully describe your quality assurance procedures with regard to enhancements and developments.</p> <p>[Redacted]</p>	40
2	Security	100
2.1	Describe how you secure role based access to different areas of functionality within your system.	20
	[Redacted]	

	<p>[Redacted]</p>	
2.2	<p>Provide details of the security measures in place including but not limited to protecting the data that is stored within your system (note any security standards you currently meet e.g. ISO27001).</p> <p>[Redacted]</p>	20

	<ul style="list-style-type: none"><li data-bbox="260 152 671 183">█ [REDACTED]<li data-bbox="260 190 671 221">█ [REDACTED]<li data-bbox="260 228 533 259">█ [REDACTED]<li data-bbox="260 266 571 297">█ [REDACTED]	
2.3	<p data-bbox="260 394 1409 463">Provide details of the means to restore the system to a consistent state without unacceptable loss of data after a system, network or hardware failure.</p> <p data-bbox="260 501 1366 564">█ [REDACTED]</p> <p data-bbox="260 602 1409 759">█ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 766 1394 1093">█ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 1099 1394 1433">█ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 1473 746 1507">█ [REDACTED]</p> <p data-bbox="260 1547 1394 1615">█ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 1653 1273 1720">█ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 1758 691 1792">█ [REDACTED]</p> <p data-bbox="260 1830 1394 1897">█ [REDACTED] █ [REDACTED]</p> <p data-bbox="260 1935 1394 2002">█ [REDACTED] █ [REDACTED]</p>	4 0





3.2	<p>Provide examples of how you have configured your system to link multiple schools together where one kitchen exports meals to multiple sites.</p> <p>[Redacted]</p>	30
3.3	<p>Give details of minimum specifications of hardware (white boards, laptops etc.) and software (operating system, internet browser etc.) needed to operate your system (should you not be providing the necessary hardware/software yourself).</p> <p>[Redacted]</p> <ul style="list-style-type: none"> ■ [Redacted] <ul style="list-style-type: none"> ■ [Redacted] ■ [Redacted] ■ [Redacted] <ul style="list-style-type: none"> ■ [Redacted] 	F o r i n f o o n l y
4	Online Payment System	90
4.1	<p>Provide a method statement detailing the online card payment system referencing any third party used in the process of completing a single transaction.</p> <p>This should include every step from a user creating an account, all the way through to receipt of money into our bank account and file transfer into our</p>	40

Civica Icon payment system.

If your proposed solution involves linking directly with Civica Icon, please provide examples of where this has been successfully implemented and how you achieved this.

[Redacted]

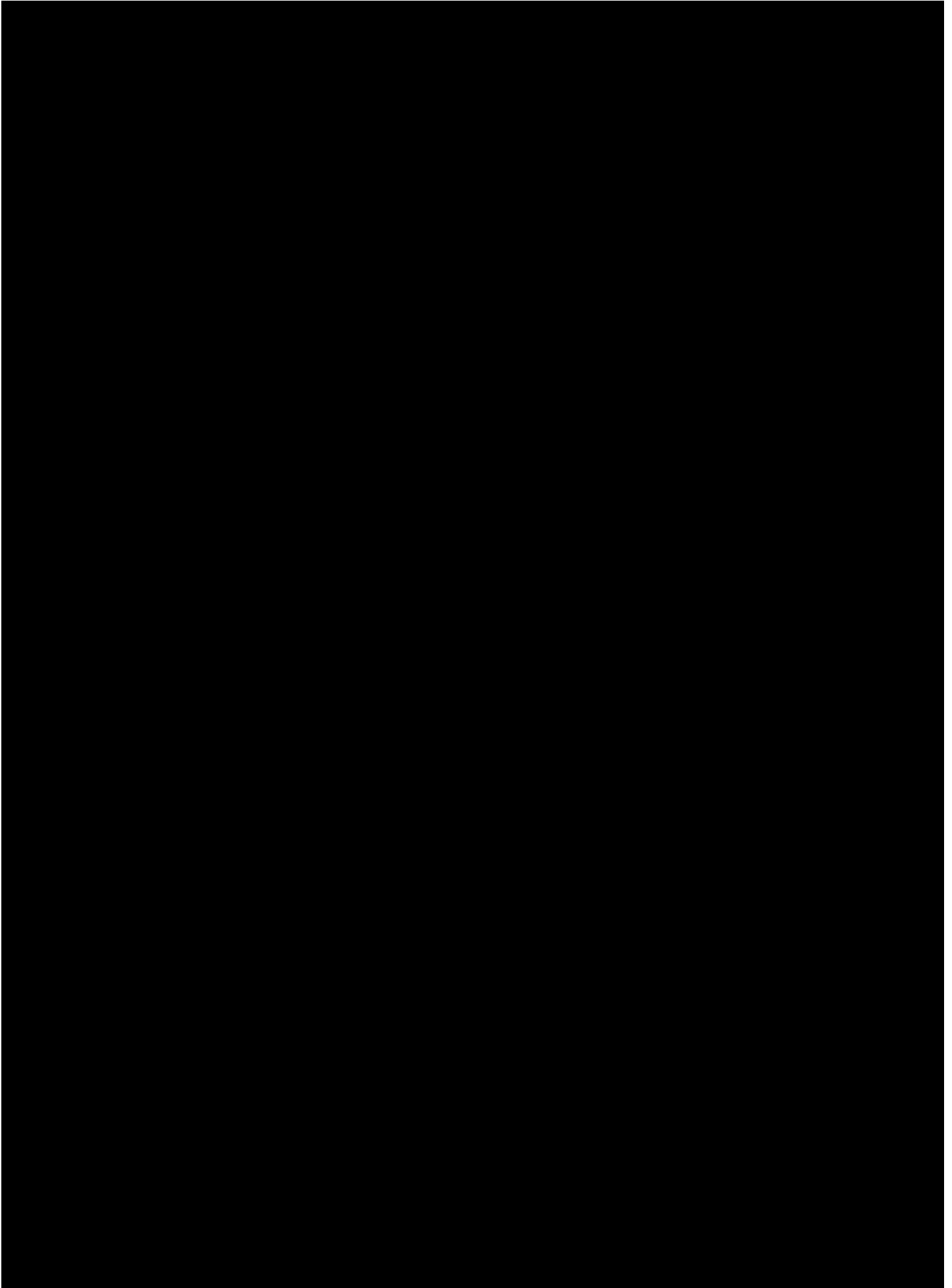
[Redacted]

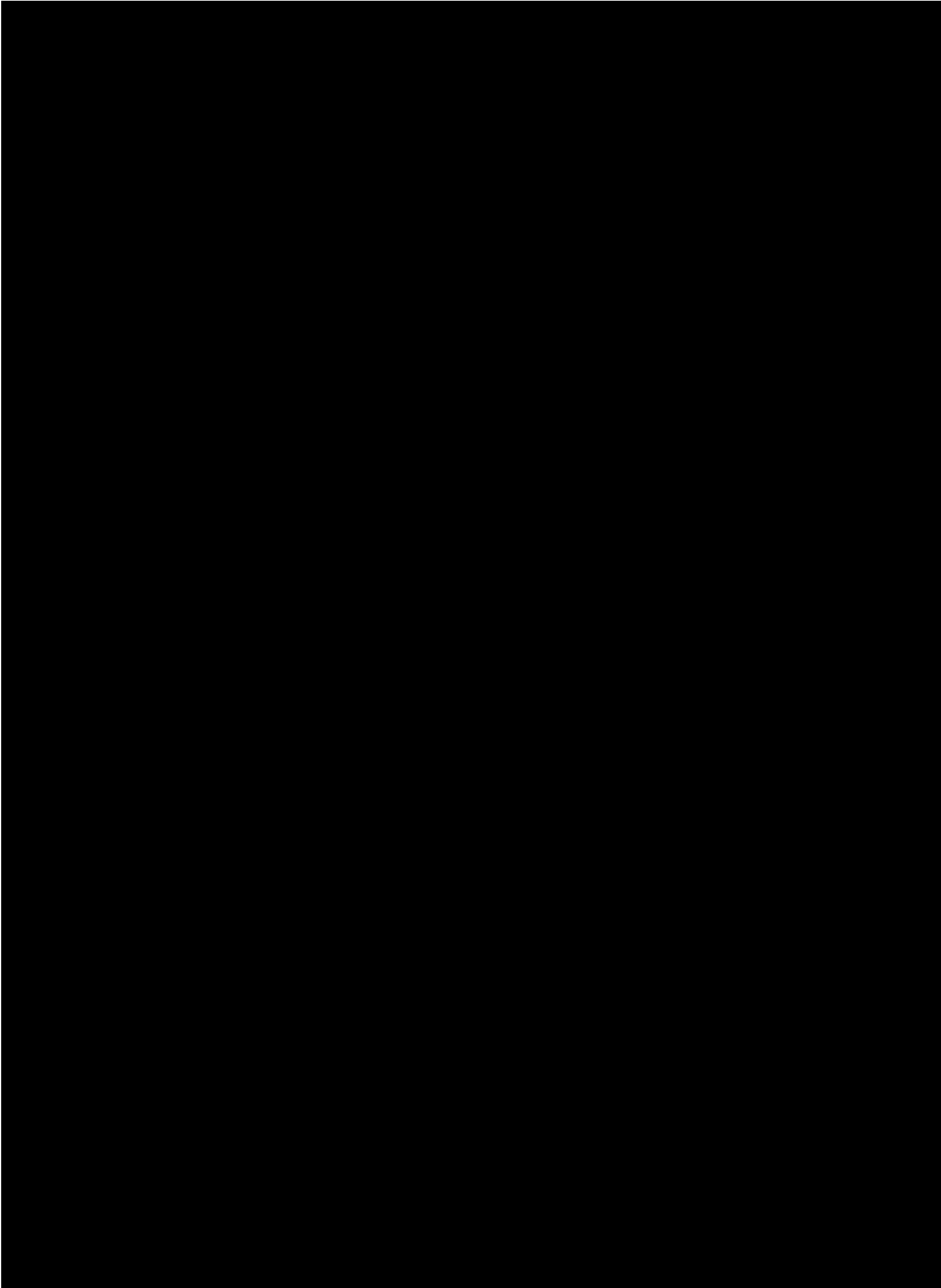
[Redacted]

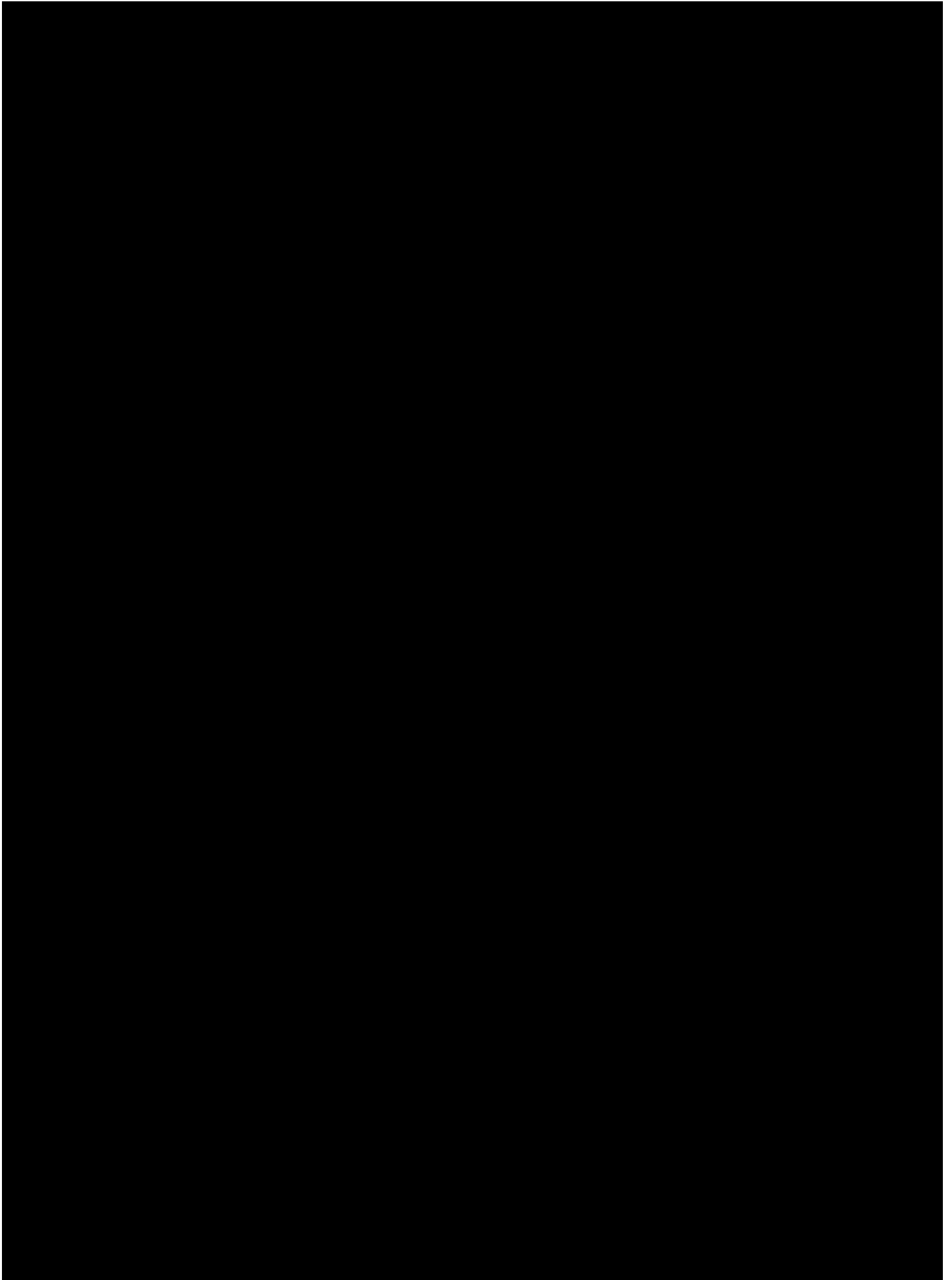
[Redacted]

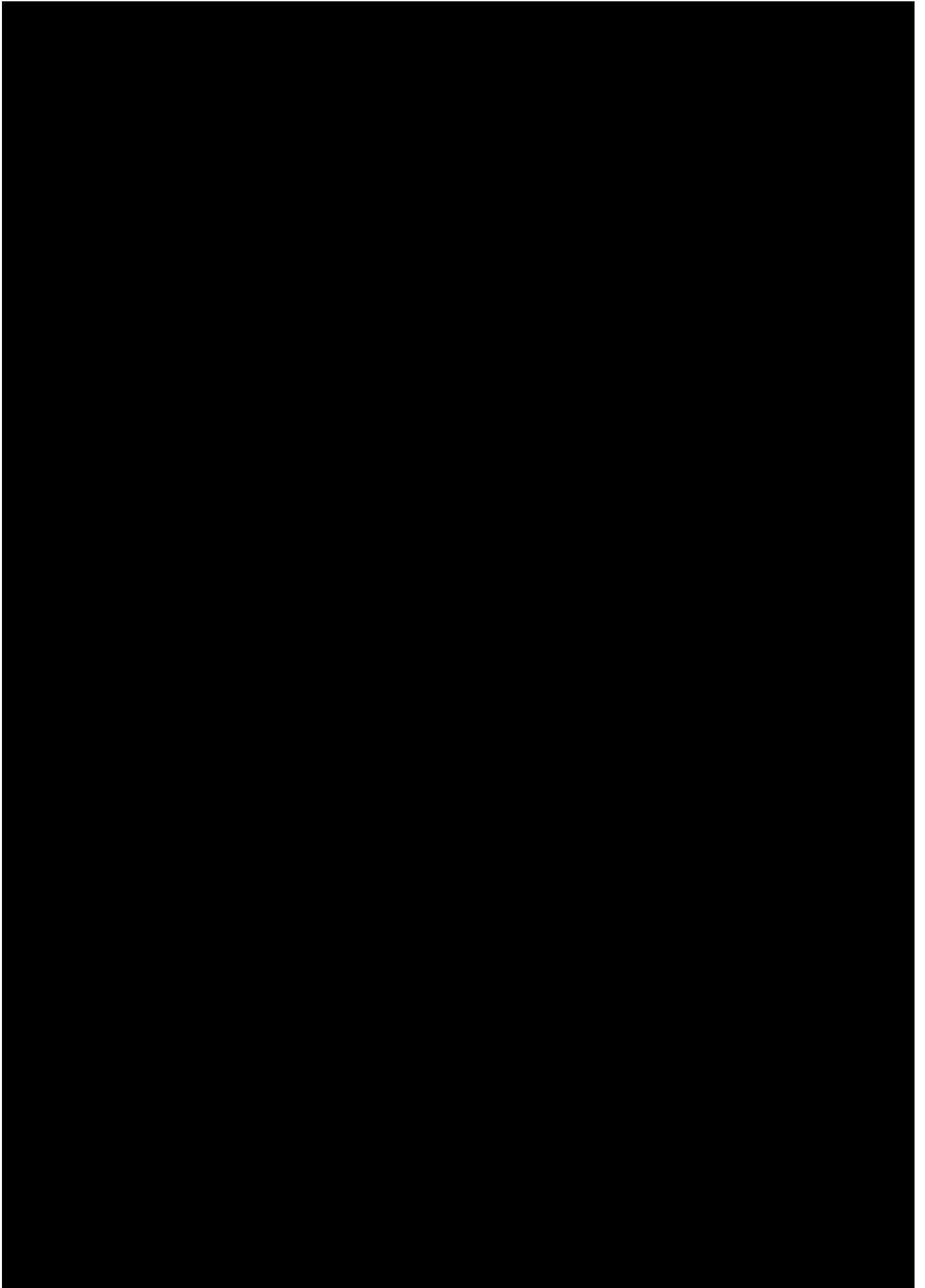
[Redacted]

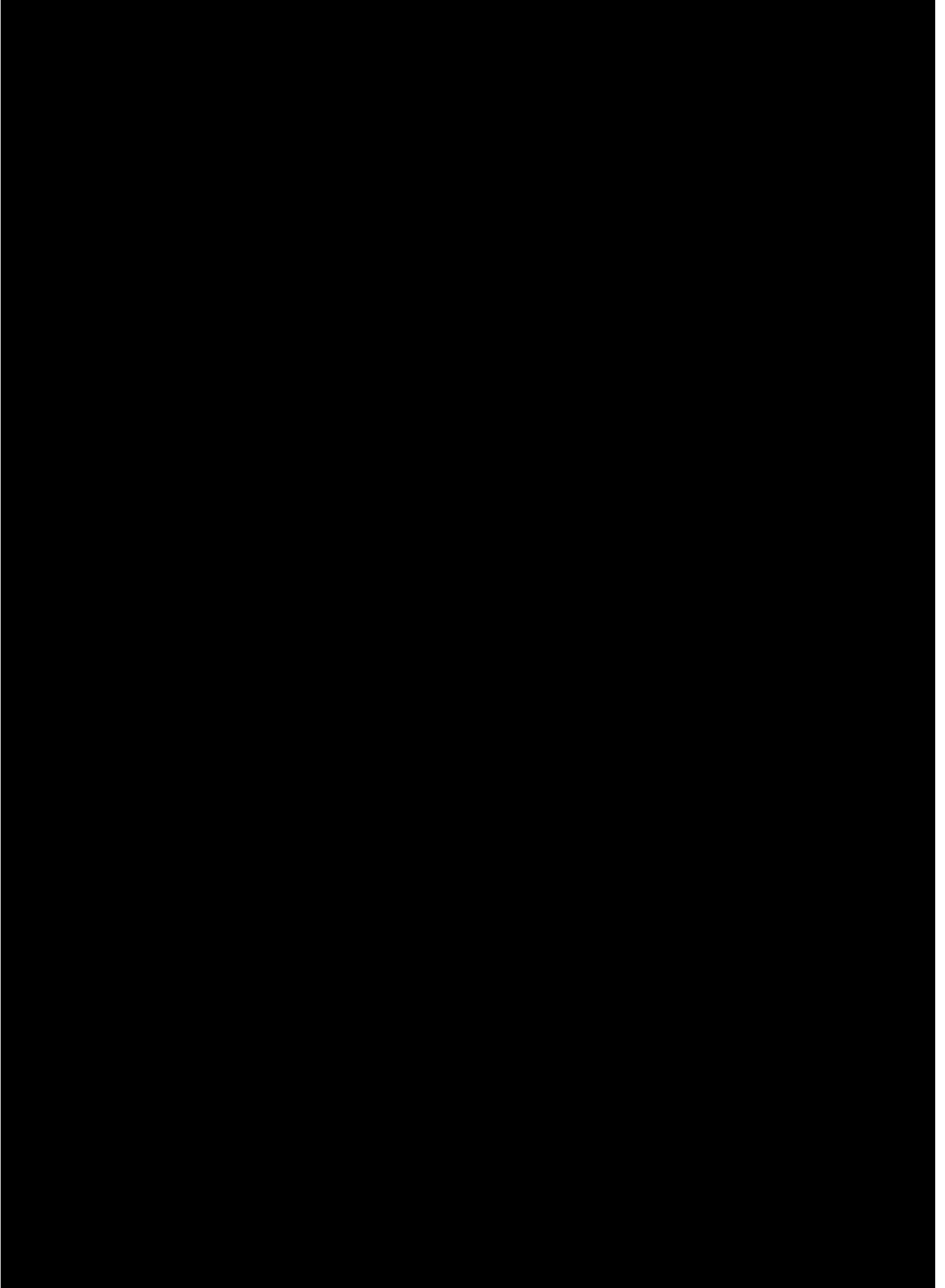
[Redacted]

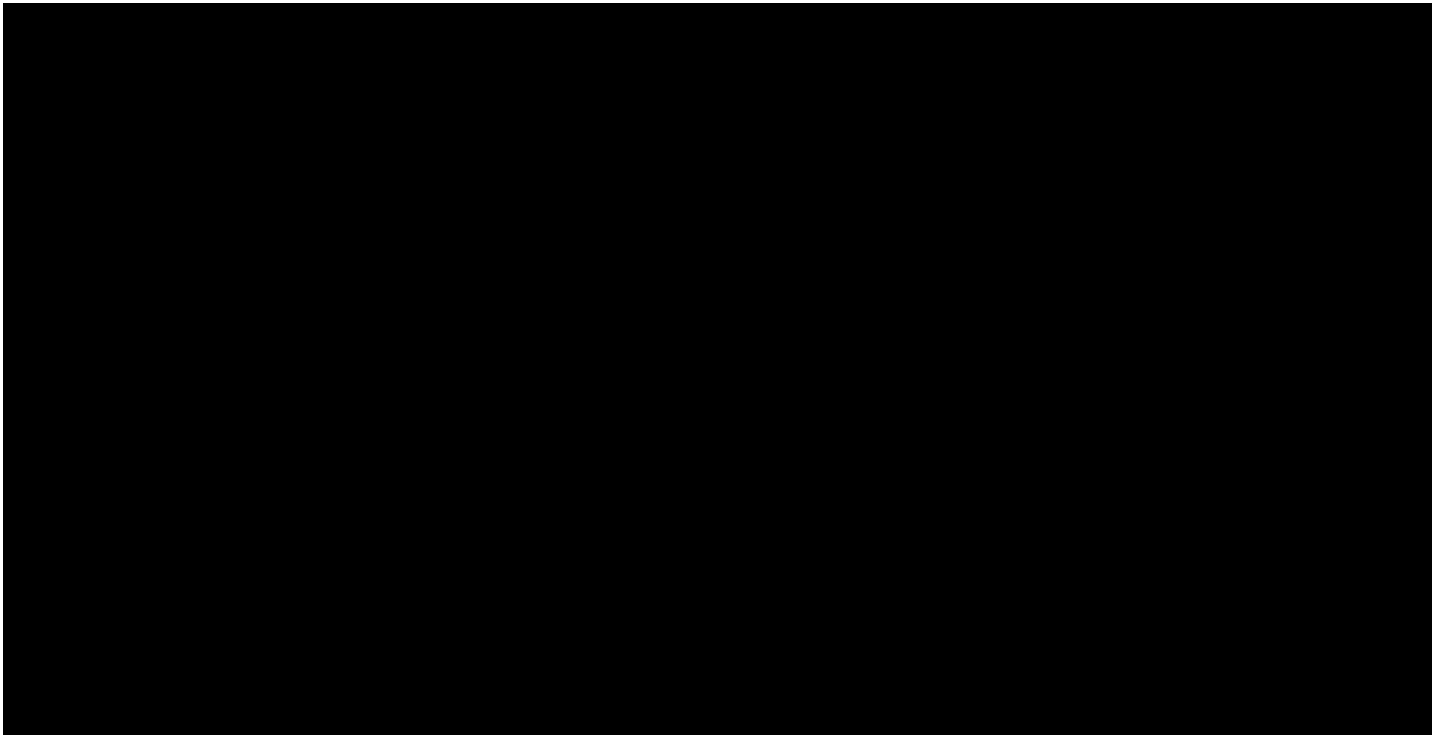








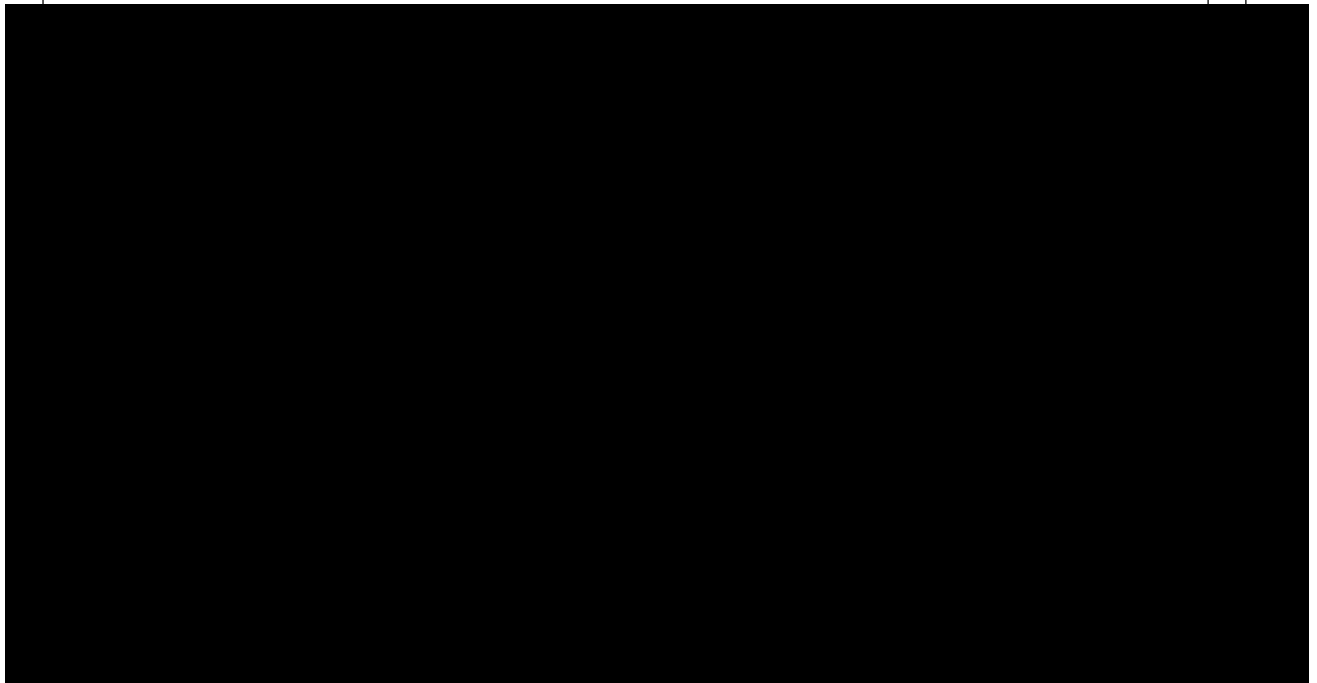
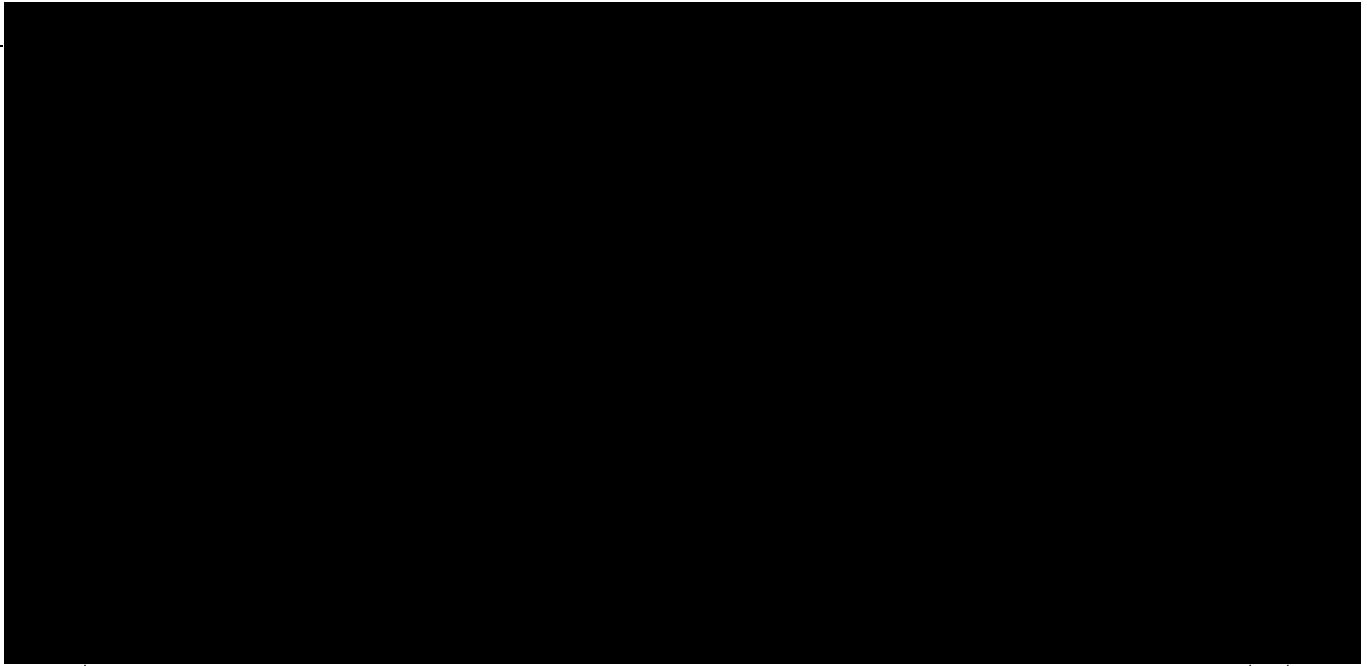


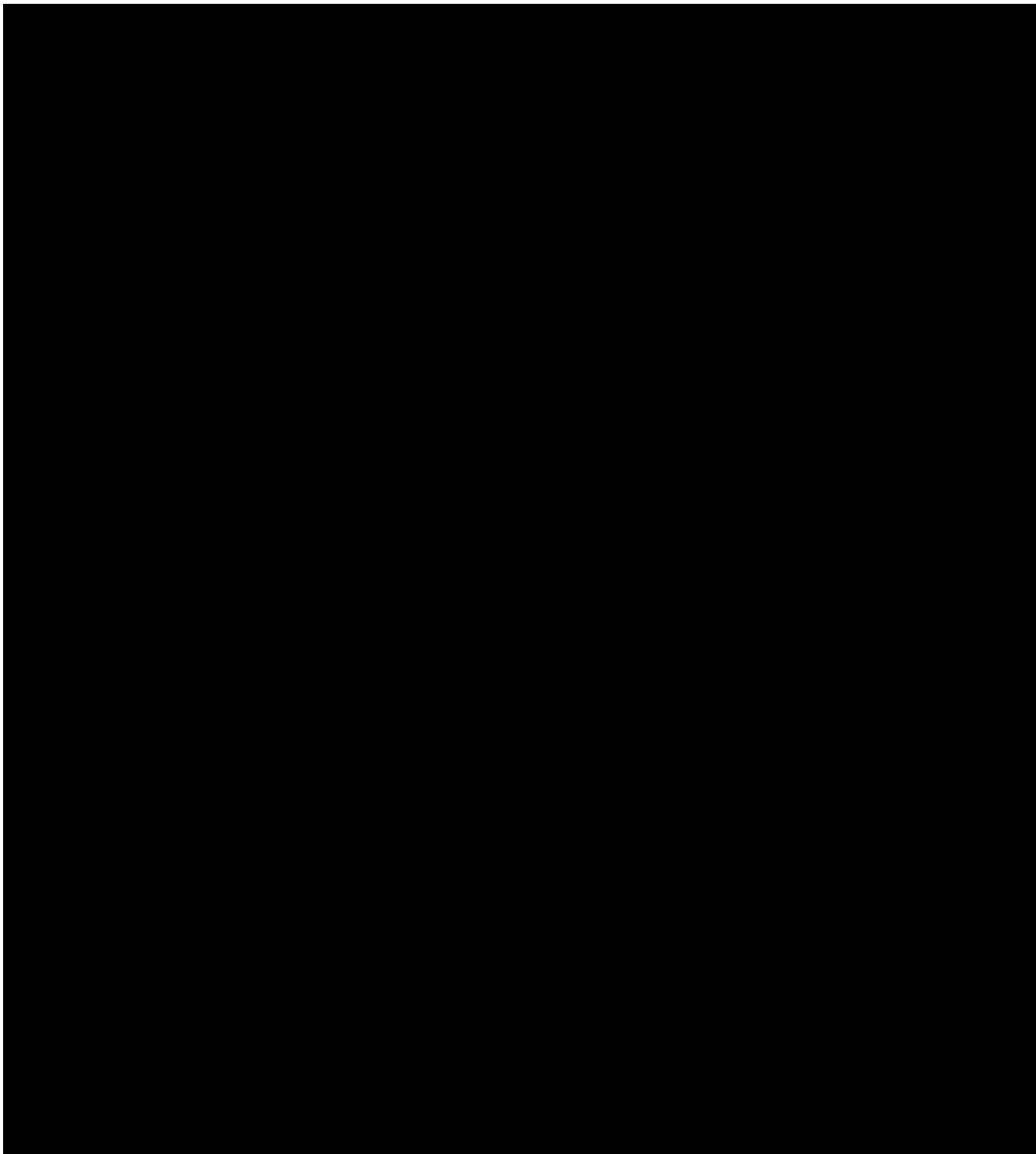


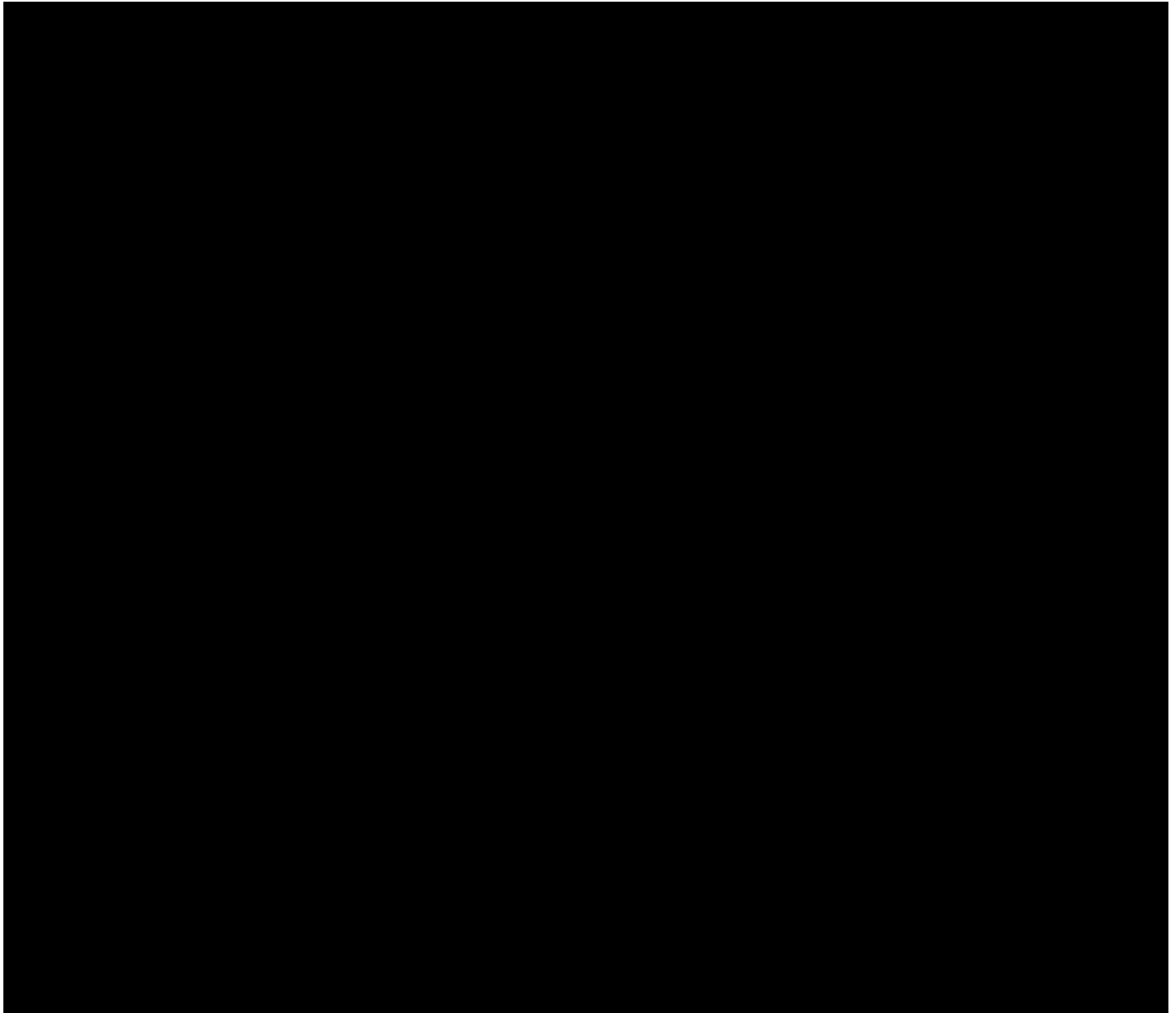
	<p>[Redacted text]</p>	
4.2	<p>Provide details of the security measures in place including but not limited to how you protect card users (and their details) when making transactions.</p> <p>[Redacted text]</p>	3 0

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
<p>4.3</p>	<p>Provide a method statement detailing how your online payment system will administer and process refunds.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>20</p>
<p>5</p>	<p>Hardware</p>	<p>20</p>
<p>5.1</p>	<p>Describe how your system will capture point of sale information.</p>	<p>20</p>

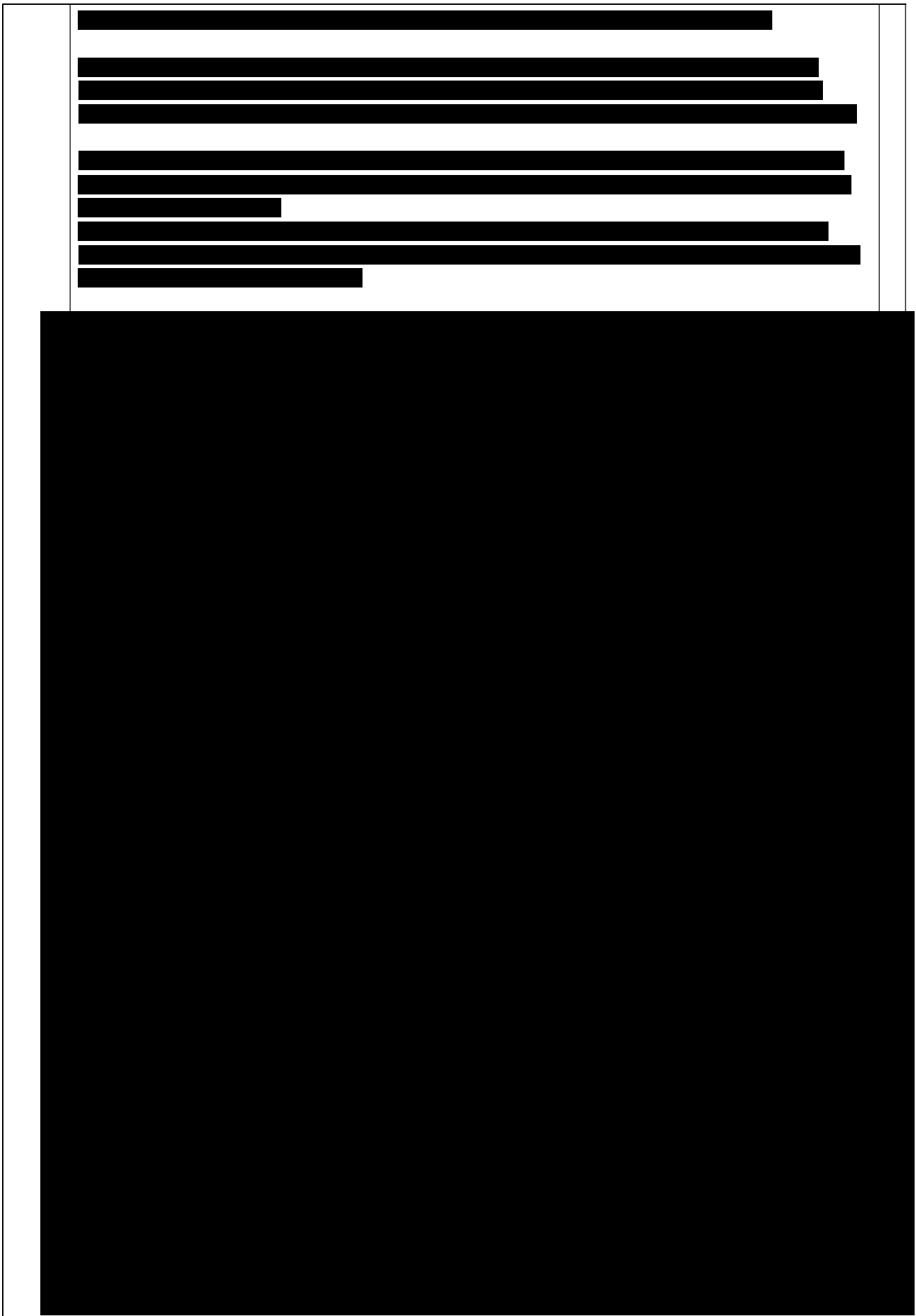
	<p>[Redacted text block]</p>	
	<p>[Large redacted block]</p>	
	<p>[Redacted text block]</p>	



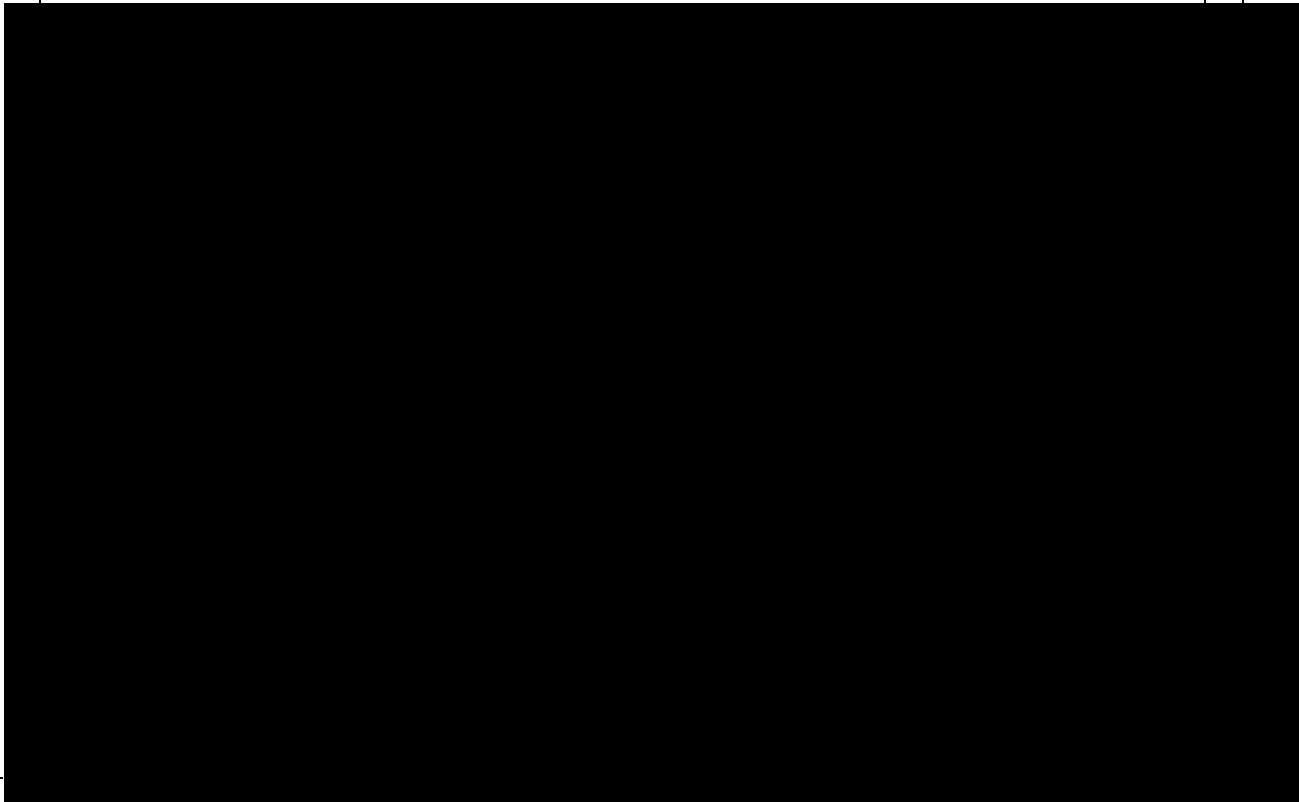


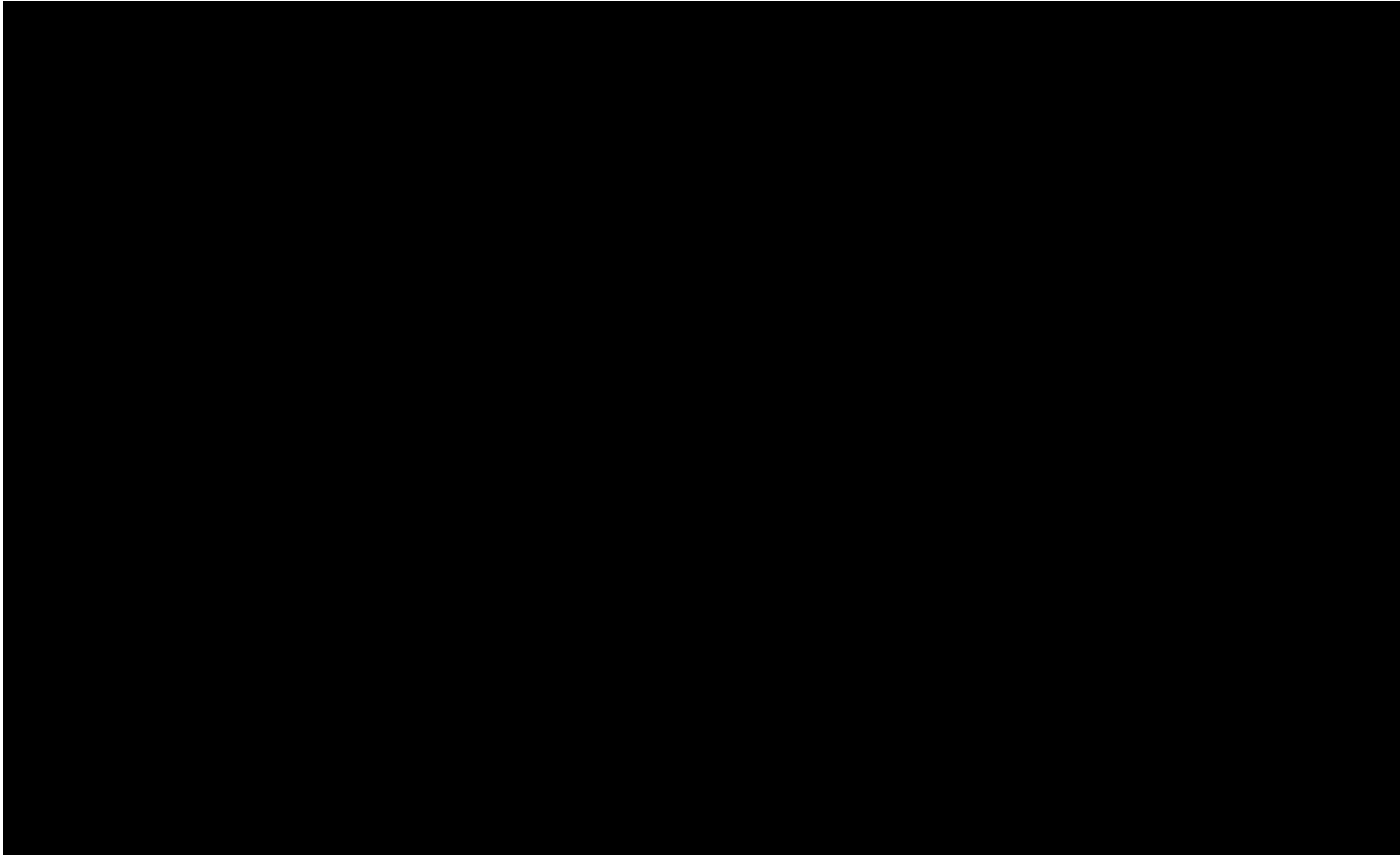


8	Training and mobilisation	80
8.1	Provide an initial training schedule to ensure that system users are able to operate the software. [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]	30



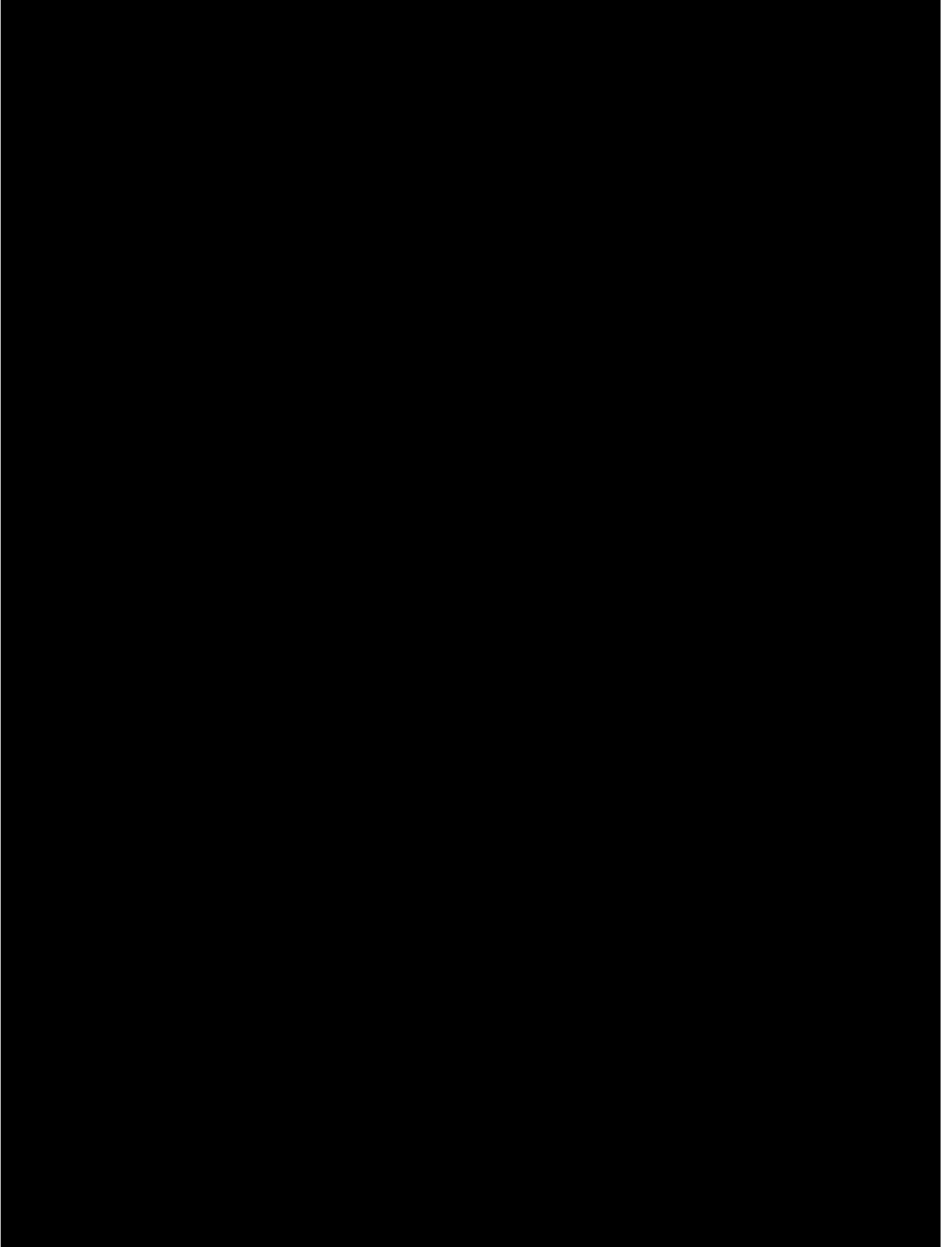
8.2	<p>Provide a mobilisation plan detailing how you will ensure the system will be live for operation in April 2017. This mobilisation should include a live pilot in a small number of schools beforehand.</p> <p>[Redacted text]</p>	2 0

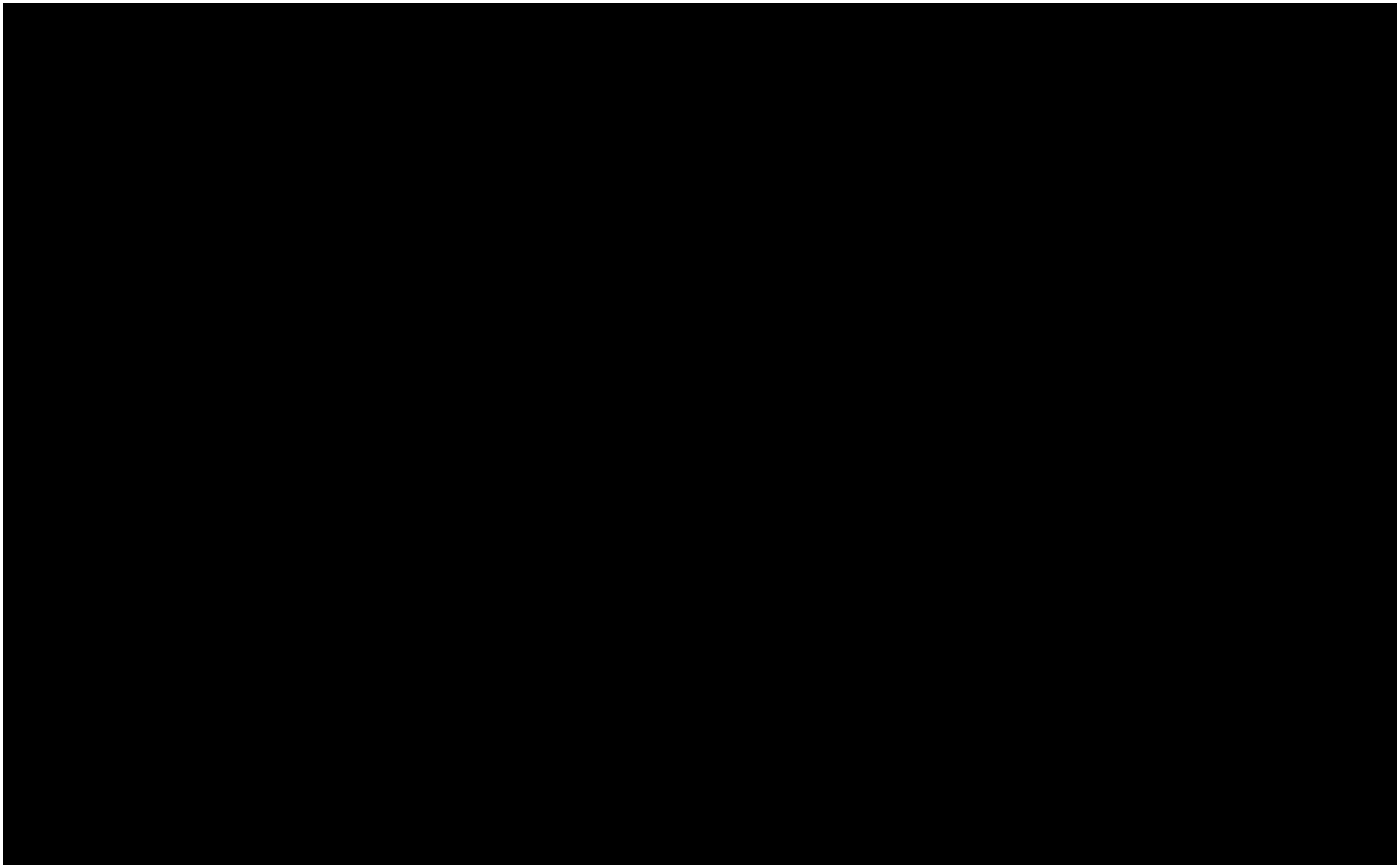




8.3	<p>Indicate experience and qualifications for key positions, including the individuals responsible for mobilisation, training and who will be responsible for this contract.</p> <p>[Redacted text block]</p>	3 0
-----	---	--------

	<p>[Redacted]</p>	
9	Support and Maintenance	60
9.1	<p>Describe the mechanism of support that you offer to all users (purchasing authority, administrators, parents, pupils etc) in the event of malfunction and/or difficulty in using the system</p> <p>[Redacted]</p>	40
	[Redacted]	
	<p>[Redacted]</p>	





9.2	<p>A clear and detailed specification regarding responsibility of maintenance and servicing (including any updates and upgrades of software) showing responsibility of purchaser and supplier.</p> <p>[Redacted text]</p> <ul style="list-style-type: none">■ [Redacted text]■ [Redacted text]■ [Redacted text]■ [Redacted text]■ [Redacted text]■ [Redacted text]■ [Redacted text] <p>[Redacted text]</p>	F o r i n f o o n l y
-----	---	---

<p>9.3</p>	<p>Describe your procedures for dealing with customer complaints and problems including timescales or service levels that you currently operate within</p> <p>.</p> <p>[Redacted]</p> <ul style="list-style-type: none"> ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none"> ■ [Redacted] ■ [Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>20</p>
	<p>Other added value</p>	<p>60</p>
	<p>Describe other functionality or any other elements of your system, such as ability to link to allergen information, that you believe will add value and help us achieve our stated objectives in the Invitation to Tender document</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>40</p>

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>2 0</p>
	<p>TOTAL</p>	<p>6 0 0</p>

	Pricing Schedule	Year		
		1	2	3
	Pre-order system			
1	Annual Price (software)	£	£	£
	Any and all fees including but not limited to hosting of software, appropriate security and storing of data User access i.e. log-ins (minimum * 2) for each site plus centralised access			
2	Training Costs			
	Delegate per day			
3	Mobilisation Costs (if applicable)			
	Set Up Fee	£		
4	Servicing and Maintenance (if applicable)			
	(insert detail)			
5	Other costs (if applicable)			
	(insert detail)			
	Total (2+3+4+5)	£		

*All the above prices are per school

6, 7 and 8 for information only

6	Transaction Charge Schedule	%	pence
	VISA Debit		
	VISA Credit		
	MasterCard Debit		
	MasterCard Credit		
	Maestro		
	Electron		
	PayPoint		

7	Hardware Costs (if applicable)	1	2	3
	(insert detail)			
8	Indicate your payment terms and on what basis these are calculated.			



personal & commercial info

sQuidcard Ltd
John Loftus House
Thames Ditton
Surrey
KT7 0QQ
FAO [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 29th September 2016

Dear Bidder

**RMCS 001 – ONLINE PRE-ORDER AND DINNER MONEY PAYMENT SOLUTION
COMMENCING ON 1ST APRIL 2017 FOR AN INITIAL PERIOD OF 5 YEARS WITH THE
OPTION TO EXTEND FOR A FURTHER PERIOD OF UP TO 5 YEARS**

SUBJECT TO CONTRACT

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

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the above proposed 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 10th October 2016.

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

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 75% and price for 25% of the total marks.

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

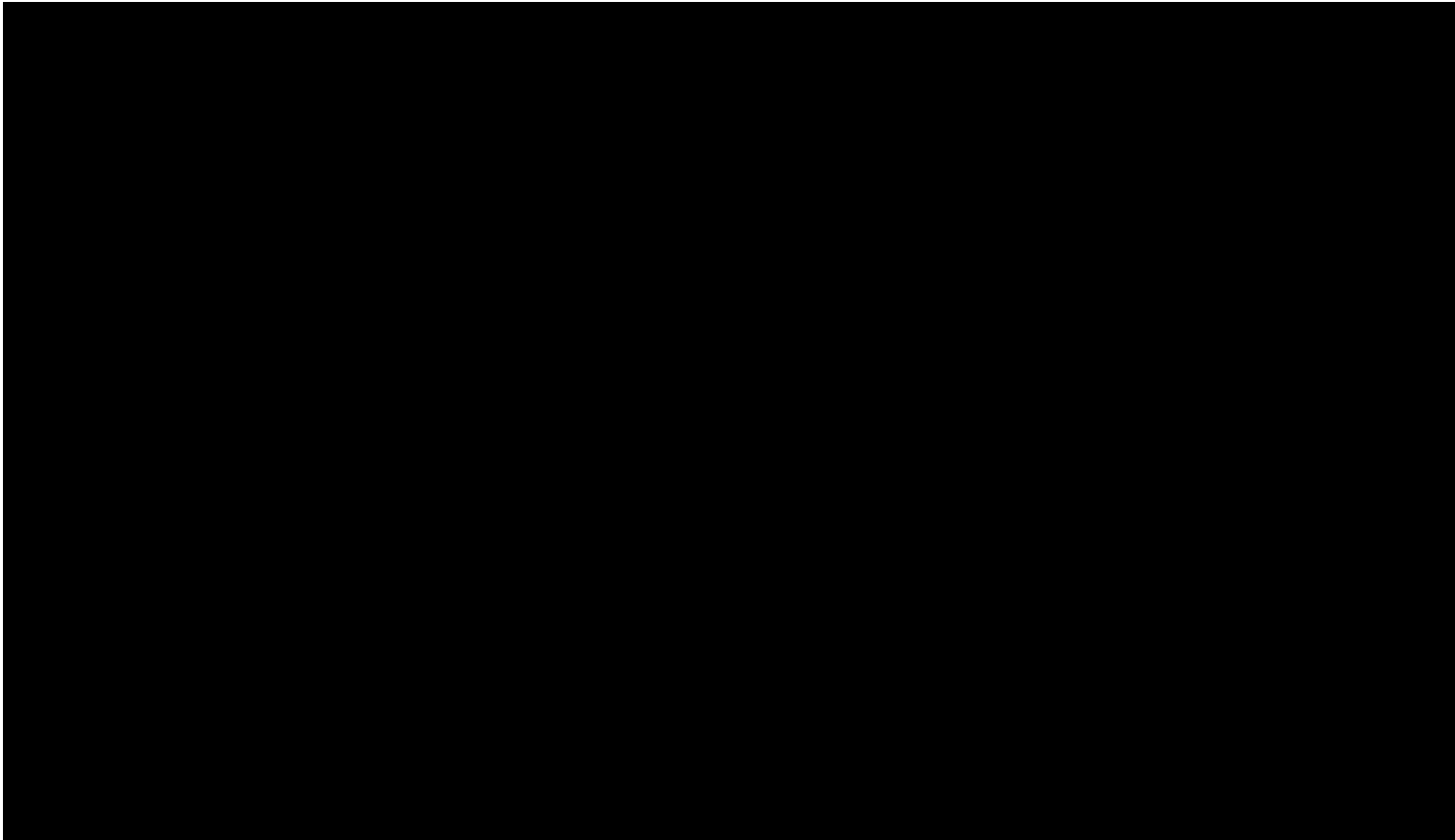
Criteria	Your Weighted Score	Your Rank (out of all 6 tenders received)
Product Specification (out of 100 marks)	■	■



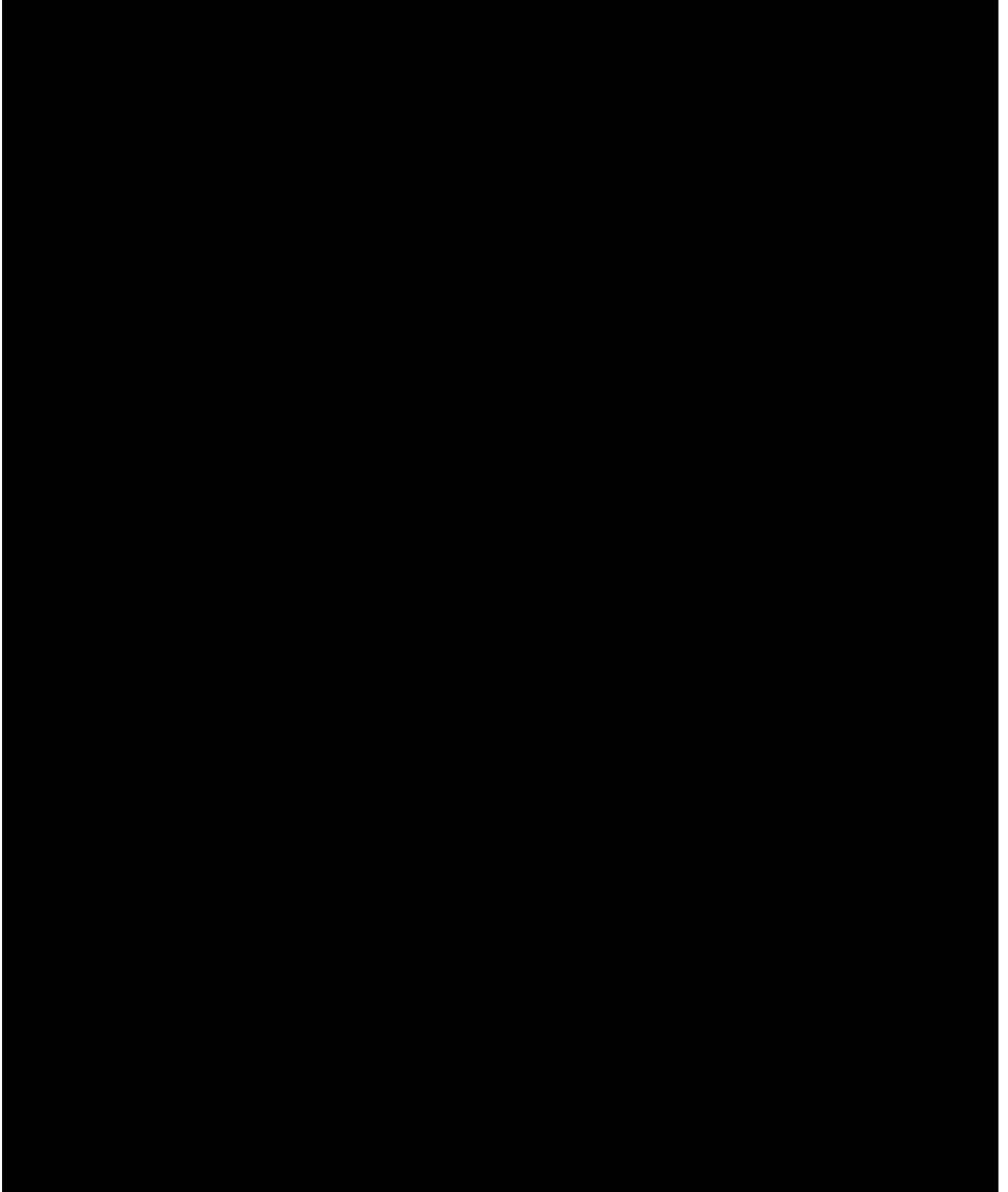
commercial info

Annual Price (out of 80 marks)	■	■
Other Costs (out of 20 marks)	■	■■■■ ■■
Quality (out of 100 marks)	■■■	■
Ease of Use & Understanding (out of 80 marks)	■	■
Extent to which system in demonstration and use meets written response to specification (out of 20 marks)	■	■
Overall	■■■	■

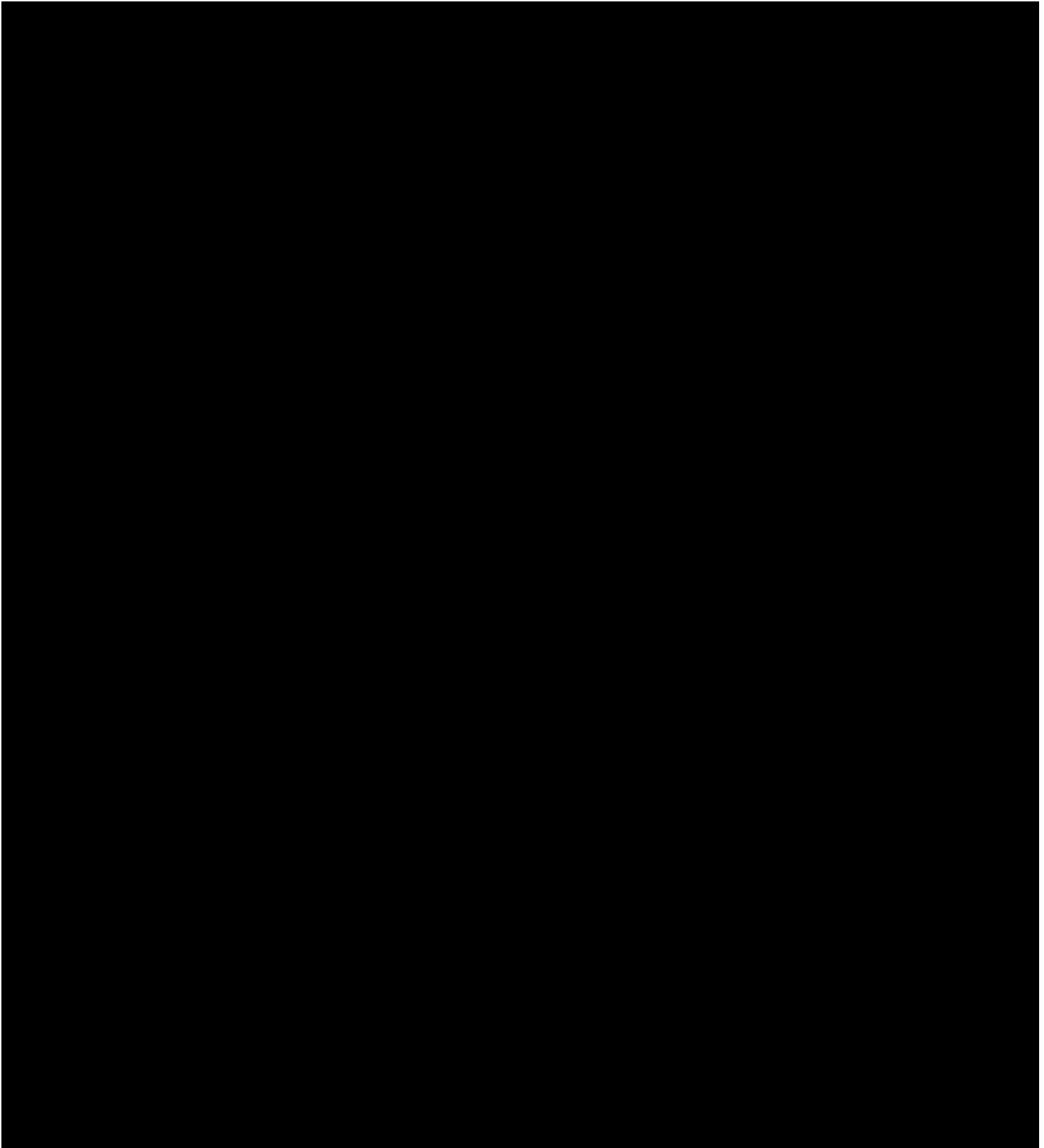
Please find details of the marks allocated to you for Quality and the Demonstration / Presentation and reasoning behind the Quality marks as follows:-



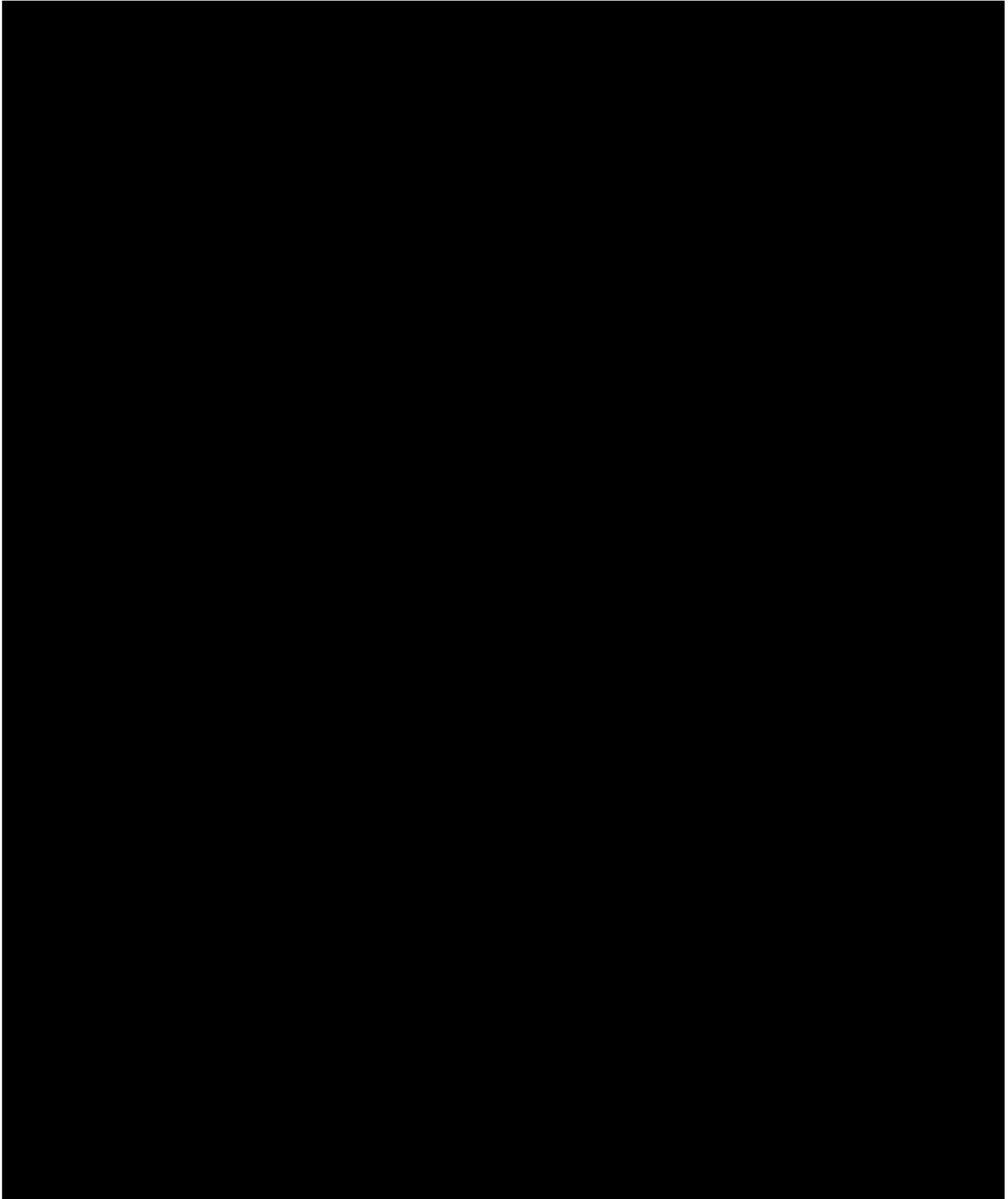
commercial info



commercial info

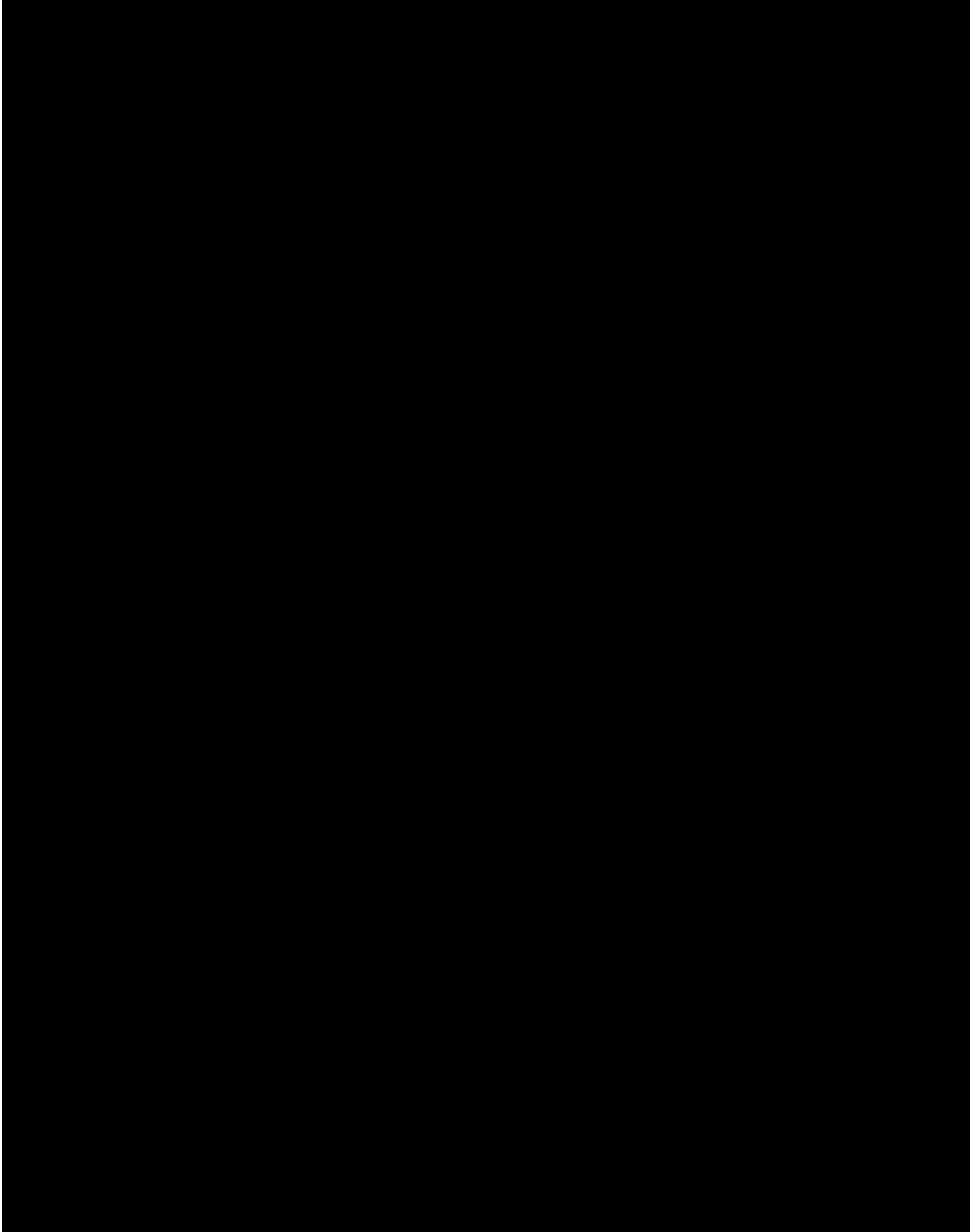


commercial info

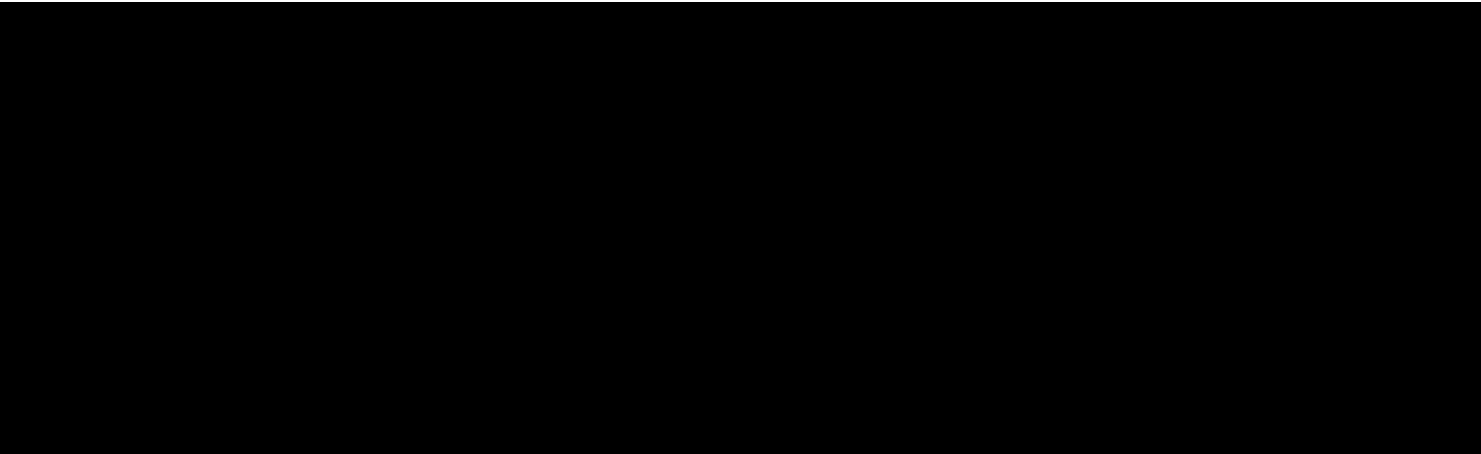


commercial info

Demonstration / Presentation

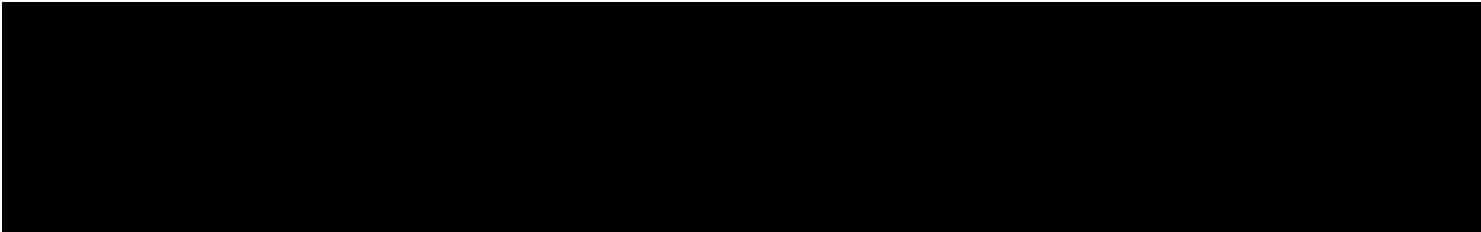


commercial & personal info



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

Yours faithfully



Shire Services Manager
Shire Services

Project Officer
Shire Services