

UK-Shrewsbury: Multi-functional buildings construction work.

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Section I: Contracting Authority

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

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn: XXXXXXXXXX

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2) Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

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

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

Section II: Object Of The Contract: WORKS

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: IMC 167 - Construction Framework

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

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves the setting up of a framework agreement

II.1.4) Information on framework agreement:

Framework agreement with several operators

Duration of the framework agreement:

Duration in year(s): 4

Estimated total value of purchases for the entire duration of the framework agreement:

Estimated value excluding VAT: 10,000,000

Currency: GBP

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

Multi-functional buildings construction work. A framework arrangement for the provision of Construction work for Shropshire Council for works with a value between £170k and £4M. The framework will be divided into 3 categories as follows:-

£170k - £500k

£500k to £2M

£2M to £4M

The Council intends to select a maximum of 6 contractors per category and applicants can apply for one, more than one or all of the above categories.

The work will comprise of capital new build work across the Council's property portfolio.

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

Membership of, and accreditation with, Contractors Health and Safety Assessment Scheme as mutually recognised under SSIP (Safety Schemes In Procurement) or EU Equivalent is a mandatory requirement for this Contractors Framework Arrangement.

Shropshire Council reserves the right to use Specialist Contractors outside of this Contractors Framework Arrangement if required due to specialised or unique nature of the work concerned i.e. including but not restricted to; Swimming Pools, Renewable Technology, Buildings of Special Historical Interest

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. Questions around the Specific benefits that can be brought by contractors through this framework are set out within this 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.

II.1.6) Common Procurement Vocabulary:

45211350 - Multi-functional buildings construction work.

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

The contract is covered by the Government Procurement Agreement (GPA): No

II.1.8) Lots:

This contract is divided into lots: Yes

If yes, tenders should be submitted for: All lots

II.1.9) Information about variants:

Variants will be accepted: No

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:

Not Provided

II.2.2) Options: Not Provided

II.2.3) Information about renewals:

This contract is subject to renewal: Not Provided

II.3) Duration Of The Contract Or Time-Limit For Completion

Starting: 05/09/2015
Completion: 04/09/2019

Information About Lots

Lot No: 1

Title: Construction Framework £170k - £500k

1)Short Description: Not Provided

2)Common Procurement Vocabulary:

44000000 - Construction structures and materials; auxiliary products to construction (excepts electric apparatus).

3)Quantity Or Scope: Not Provided

4)Indication About Different Date For Start Of Award Procedures And/Or Duration Of The Contract Not Provided

5)Additional Information About Lots: Not Provided

Lot No: 2

Title: Construction Framework £500k - £2m

1)Short Description: Not Provided

2)Common Procurement Vocabulary:

44000000 - Construction structures and materials; auxiliary products to construction (excepts electric apparatus).

3)Quantity Or Scope: Not Provided

4)Indication About Different Date For Start Of Award Procedures And/Or Duration Of The Contract Not Provided

5)Additional Information About Lots: Not Provided

Lot No: 3

Title: Construction Framework £2m - £4m

1)Short Description: Not Provided

2)Common Procurement Vocabulary:

44000000 - Construction structures and materials; auxiliary products to construction (excepts electric apparatus).

3)Quantity Or Scope: Not Provided

4)Indication About Different Date For Start Of Award Procedures And/Or Duration Of The Contract Not Provided

5)Additional Information About Lots: Not Provided

Section III: Legal, Economic, Financial And Technical Information

III.1)Conditions relating to the contract

III.1.1)Deposits and guarantees required:

see tender documentation

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

see tender documentation

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

Joint and severable liability

III.1.4)Other particular conditions:

The performance of the contract is subject to particular conditions: Not Provided

III.2)Conditions For Participation

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

Not Provided

III.2.2)Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:

see tender documentation

III.2.3)Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:

see tender documentation

III.2.4)Information about reserved contracts: Not Provided

Section IV: Procedure

IV.1)Type Of Procedure

IV.1.1)Type of procedure: Open

IV.2)Award Criteria

IV.2.1)Award criteria:

The most economically advantageous tender in terms of

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

IV.2.2)Information about electronic auction:

An electronic auction will be used: No

IV.3)Administrative Information

IV.3.1)File reference number attributed by the contracting authority: IMC 167

IV.3.2)Previous publication(s) concerning the same contract: No

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Date: 11/06/2015

Time-limit for receipt of requests for documents or for accessing documents: 12:00

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

Date: 12/06/2015

Time: 12:00

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

IV.3.7)Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8)Conditions for opening tenders

Date: 12/06/2015

Time: 12:00

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: Not Provided

VI.2)Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: Not Provided

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender. The Contracting Authority reserves the right to remove any selected contractor from the framework for poor performance or any major breach of the framework requirements.

Closing date for tender is 12 June 2015

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Multi-functional-buildings-construction-work./W23WYQRB43>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/W23WYQRB43>

GO-2015430-PRO-6563538 TKR-2015430-PRO-6563537

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Shropshire Council
Shirehall, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

VI.4.2) Lodging of appeals: The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

VI.4.3) Service from which information about the lodging of appeals may be obtained:
Not Provided

VI.5) Date Of Dispatch Of This Notice: 30/04/2015

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

personal info

Procurement & Contracts

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

IMC 167 – CONSTRUCTION CONTRACTORS FRAMEWORK (PROJECTS WITH A VALUE OF £170K - £4M)

SHROPSHIRE COUNCIL

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

1. Tender Response Document
2. Framework Conditions and Operations Guide
3. Shropshire Council General Terms and Conditions

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned 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 12 June 2015**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email

- Tenders are received after **12 noon on the given deadline**

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 30 April 2015 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

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

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

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

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

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

Yours faithfully

personal info



Procurement Manager
Procurement & Contracts
Enc



Tender Response Document

IMC 167 – CONTRACTORS FRAMEWORK AGREEMENT (for projects with a value £170k to £4M)

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

A framework arrangement for the provision of Construction work for Shropshire Council for works with a value between £170k and £4M. The framework will be divided into 3 categories as follows:-

£170k - £500k

£500k to £2M

£2M to £4M

The Council intends to select a maximum of 6 contractors per category and applicants can apply for one, more than one or all of the above categories.

The work will comprise of capital new build work across the Council's Property portfolio.

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

Membership of, and accreditation with, Contractors Health and Safety Assessment Scheme as mutually recognised under SSIP (Safety Schemes In Procurement) or EU Equivalent is a mandatory requirement for this Contractors Framework Arrangement.

Shropshire Council reserves the right to use Specialist Contractors outside of this Contractors Framework Arrangement if required due to specialised or unique nature of the work concerned i.e. including but not restricted to; Swimming Pools, Renewable Technology, Buildings of Special Historical Interest

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. Questions around the Specific benefits that can be brought by contractors through this framework are set out within this 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.

Instructions for the completion of this document

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

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Award Criteria

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

Selection Criteria Pass/Fail Questions (Sections B to E)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B	Supplier Information– For information only
Section C	Grounds for <u>Mandatory</u> Exclusion
Section D	Grounds for <u>Discretionary</u> Exclusion
Section E	Framework specific - pass fail requirements

In relation to discretionary exclusion grounds (section D & E):-

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

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

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

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

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Section F / Q 1	Quality of Generic Risk Assessment provided	1 / 10 max marks
Section F / Q 2	Quality of Method Statement provided	1 / 10 max marks
Section F / Q 3	Quality of Contract Experience – Overall relevance to framework work and value	1 / 10 max marks
Section F / Q 4.1 – 4.8	Quality of Company's construction capacity and capability to meet the requirements of the framework	16/ 160 max marks (Each individual question will be weighted 2 and the maximum marks for each will be 20)
Section F / Q 5	Accuracy of tendered fees / project contract periods	1.5 / 15 max marks
Section F / Q 6	Quality and Qualifications of Staff to be used	1.5 / 15 max marks
Section F / Q 7	Social Value Benefits	1 / 10 max marks
Total		23/ 230 max marks

Quality Questions/ Scoring Scheme

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

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

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

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

The Council intends to select a maximum of 6 contractors per each of the 3 value band categories and applicants can apply for one, more than one or all of these categories.

Therefore the 6 highest scoring tenders within each category band that also meet all mandatory and general pass/fail requirements will be selected onto the framework. This will include a financial appraisal to ensure that the applicant has sufficient financial capacity for the category/categories they have applied for.

Section A:
1. Form of Tender

Shropshire Council

Tender for: IMC 167 – CONTRACTORS FRAMEWORK AGREEMENT

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of the framework of contractors for the provision of construction works at the terms agreed and subject to the terms of the invitation to tender documentation, the Conditions and Operation Guide and the Council's General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

.....

.....Post Code

Tel No

Fax No

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

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.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

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

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
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)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

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

1.2 Contact details	
Supplier contact details for enquiries about this tender	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.3 Value bands applied for (please indicate which value bands your organisation is applying for, you may apply for one, more than one or all of the bands)

Value Band £170k to £500K	<input type="checkbox"/>
Value Band £500k to £2M	<input type="checkbox"/>
Value Band £2M to £4M	<input type="checkbox"/>

SECTION C

2. – 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
(a) 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;		
(b) 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;		
(c) the common law offence of bribery;		
(d) 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;		
(e) 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;		
(ii) the offence of conspiracy to defraud;		

(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;		
(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;		
(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;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(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;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(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;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) 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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act		

2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) 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		
(n) 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		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></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>		

SECTION D

3. Grounds for discretionary exclusion

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
(a) 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;		
(b) 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;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) 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;		
(f) 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;		
(g) 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;		
(h) 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		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your		

organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

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. 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.

SECTION E

4. FRAMEWORK SPECIFIC – PASS / FAIL REQUIREMENTS

FINANCIAL INFORMATION									
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) A copy of the audited accounts for the most recent two years</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) 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</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td colspan="2">(d) 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).</td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) 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		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) 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).	
(a) A copy of the audited accounts for the most recent two years									
(b) 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									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
4.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? <input type="checkbox"/> Yes</p> <p>If yes, please provide the name below: <input type="checkbox"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Name of the organisation</td> <td style="width: 55%;"></td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. <input type="checkbox"/> Yes</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) <input type="checkbox"/> No</p>	Name of the organisation		Relationship to the Supplier completing the PQQ					
Name of the organisation									
Relationship to the Supplier completing the PQQ									

4.3 – Insurance (This is a mandatory requirement)

4.3.1	<p>Please confirm you already have, or can commit to obtain, prior to the commencement of the Framework, the levels of insurance cover indicated below:</p> <p>Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000</p> <p>Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals.</p> <p style="text-align: center;">Enclosed</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>	<input type="checkbox"/> Yes <input type="checkbox"/> No <div style="border: 1px solid black; width: 60px; height: 25px; margin-left: auto; margin-right: auto;"></div>
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4.4 – Compliance with Equality Legislation

<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>		
4.4.1	<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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2	<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>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.4.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.5 – Environmental Management

4.5.1	<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)?</p> <p>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.</p> <p>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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5.2	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.6 – Health & Safety

4.6.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>If Yes please enclose a copy Enclosed</p> <p style="text-align: right;"><input type="checkbox"/></p> <p>Yes /No</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p style="text-align: center;">Mandatory Requirement (if you employ more than 5 employees)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6.2	<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</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>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>	
4.6.3	<p>Does your organisation currently hold any SSIP (Safety Schemes in Procurement) certificate with the SSIP logo on it, i.e. CHAS Accreditation, SMAS, EXOR, Safecontractor, Safe-T-Cert, Acclaim Accreditation Certificate as these are required as part of the Health and Safety requirements by Shropshire Council</p> <p style="text-align: center;">Mandatory Requirement</p>	YES/NO
4.6.4	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Registered Member Scheme:</p> <p>Reference No:</p> <p>Date accreditation expires:</p> <p style="text-align: right;">Please tick here</p> <p>if a copy of certificates attached</p>	<input type="checkbox"/>
4.6.5	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO
4.6.6	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
4.6.7	<p>Do you routinely carry out Risk Assessments?</p>	YES/NO
4.6.8	<p>If YES to 4.6.7 please state what has been</p>	

	<p>assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p>					
4.6.9	Do you have a health and safety training programme for employees?	YES/NO				
4.6.10	If YES to 4.6.8 please state what training has been given.					
4.6.11	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>				
4.6.12	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p>	YES/NO				
4.6.13	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <p>Total</p> <table border="1" style="margin-left: 40px;"> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </table>	No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year		
No. of accidents reported under RIDDOR last year						
No. of accidents reported under RIDDOR this year						
4.6.14	Does your company consult with employees on health and safety?	YES/NO				

	If YES, please give details below.	
4.6.15	Will you be using any subcontractors as part of this contract?	YES/NO
4.6.16	If YES to 4.6.15 please give details of who your subcontractors are.	
4.6.17	If YES to 4.6.15 how do you ensure they are competent?	
4.7	DBS (CRB) Checks	
4.7.1	<p>Have all of your employees at your Company (that visit sites) been through the Enhanced DBS (Disclosure and Barring Service) checking process including child and/or adult barred list check</p> <p>All YES / NO If yes, please enclose details (Names and DBS numbers only) Copies Enclosed YES / NO</p> <p style="text-align: center;">Mandatory Requirement</p>	

<p>4.8</p> <p>4.8.1</p>	<p>Quality and Environmental Assurance</p> <p>Please state any formal Quality and Environmental Assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent. Also any in-house policies or systems you may have in use.</p>				
<p>Name of Awarding Organisation/Body</p>	<p>Registration Number</p>	<p>Name of Quality Assurance System</p>	<p>Date Achieved</p>	<p>Date of Expiry/ Renewal</p>	
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> <p style="text-align: right;">Enclosed</p>				<p>YES/NO</p>

Section F

Framework Specific Questions to be marked

(please feel free to create more space for your responses to any of the following questions in this section)

F1	Generic Risk Assessment	
1.1	Please provide a copy of your Generic Risk Assessment Document, this should include your blank template of a typical risk assessment and an example of a completed one from a previous project you have undertaken.	Enclosed YES/NO
F2.	Method Statement	
2.1	<p>Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable, 'the sequence and method of work'. You must submit one copy of your method statements for d) below handling and removal of asbestos with this completed tender document.</p> <p>Please note for information that The Council will always require a method statement for each of the following types of work as and when they arise on a project awarded under this framework:-</p> <ul style="list-style-type: none">a) demolitionb) steel erectionc) entry into confined spacesd) handling and removal of asbestose) use of explosives (including cartridge tools)f) roof works and other overhead workg) contaminated sites or buildingsh) other high risk activities may also require a Permit to Work <p>In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such</p>	Enclosed YES/NO

F3	Contract Experience and References (relevance to framework)				
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1.3	Please list below up to a maximum of 10 contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. Those provided below may be selected for site visits.				
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	Name of Client & Project Title	Client Name & Address, E-mail	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

F4	COMPANY'S CONSTRUCTION CAPACITY AND CAPABILITY TO MEET THE REQUIREMENTS OF THE FRAMEWORK
4.1	<p>Provide details of your company's construction capacity and capability in each of the following areas:</p> <ul style="list-style-type: none"> • Constructing new build Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. • Refurbishment and adaptations of Education, Cultural & Leisure (e.g. Libraries, Museums, Sports facilities) and Housing, specifying which were Public Sector projects. • Constructing external hard and soft landscape areas with sustainable drainage systems • Undertaking projects within occupied buildings giving details of specific additional measures you may employ on these.

4.5	<p>What is your waste policy (with regard to environmental issues) both generally and on sites, and how does this interface with sub-contractors?</p>
4.6	<p>Give details of how you ensure that projects are delivered;</p> <ul style="list-style-type: none"> a) within budget b) within timescales <p>Give details of how you deal with relevant matters that arise and that are reported to you during a project's Defect Liability Period and how you respond to them.</p>
4.7	<p>Give details of how you ensure the build quality and workmanship of your projects. Provide details of processes utilised for handing over projects with minimum defects and snags.</p>

4.8	Give details of how you manage serious Health & Safety occurrences that may occur during a project i.e. accidents, discovery of asbestos, damage to services
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F5.	Contract Experience
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5.1	<p>For three of the projects included at Question 3 above please provide expanded information to include:-</p> <p>The Tendered Fee for your works £..... £..... £.....</p> <p>The Final Cost of the works £..... £..... £.....</p> <p>Original Contract period </p> <p>Final Completion period </p> <p>Where there is a substantial variance between the two figures given for each parameter above, please explain from your perspective how this is accounted for.</p>
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F6.	Quality and qualifications of Staff
6.1	<p>Please provide details of the CV's of each of your Key/Professional staff who would be engaged in Shropshire Council projects under this framework.</p>
F7	Social Value Benefits
7.1	<p>Please 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. 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.</p> <p>Please set out below any the specific social, economic and/or environmental impact benefits that you can bring through any work awarded to you under this framework.</p>

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SECTION G

Checklist

MUST BE COMPLETED BY ALL APPLICANTS

Section / Question No.	Mandatory Documents Enclosed	Tick if enclosed
B – 1.1 (a)	Certificates of Insurance Mandatory Requirement	
D – 1.1	H&S Policy Mandatory Requirement if more than 5 employees	
D – 1.2	SSIP Accreditation Certificate Mandatory Requirement	
D – 3.1	DBS (CRB) checks Mandatory Requirement	
A	Declarations Mandatory Requirement	



Premises Services

IMC167

Contractors Framework Arrangement

For works £170K - £4M

Conditions & Operation Guide

**Please read all 20 pages carefully before completing the
Contractors Framework Arrangement Application Form**

Contents

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A. Premises Services Contractors Framework Arrangement

Applicant contractors must submit a fully completed application form. The form will be evaluated as set out in the tender response document accompanying this guidance selecting 6 contractors with the highest score for each value band category. These 6 contractors will be included on the Contractors Framework Arrangement for works in each of the categories £170K–0.5M, £0.5M–2M, £2M–4M.

Once evaluated the Contractors Framework Arrangement will be closed for the duration of this contract which will be a period of 4 years from the commencement date.

The Contractors Framework Arrangement will be regularly monitored to ensure that insurances, health and safety information, DBS (CRB) checks and relevant certificates are kept up to date. Failure to comply will result in suspension or removal from the Contractors Framework Arrangement.

Once on the Contractors Framework Arrangement performance will be monitored, positive and poor. If poor performance reaches a consistent or an unacceptable level then the RAG (Red, Amber, Green) rating will apply. Please see section I for full details.

B. Shropshire Council Instructions & Special Terms & Conditions

Shropshire Council wishes to create a Contractors Framework Arrangement for the provision of works to all its properties including offices, schools and some domestic housing in the following values:

1. £170K - £0.5M
2. £0.5M - £2M
3. £2M - £4M

The Contractors Framework Arrangement will cover the whole of Shropshire.

The Contracting Authority reserves the right to remove any contractor from the Framework if they deviate from the tender.

The Contracting Authority reserves the right to remove any contractor from the Contractors Framework Arrangement for poor performance or any major breach of the Contractor Arrangement Framework requirements.

The Contracting Authority also reserves the right to use specialist contractors outside of this Contractors Framework Arrangement if required for specialist work such as work to historic buildings and other types of work.

Tenders must be submitted in accordance with this conditions and operation guide and other invitation to tender documents. Any tender not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

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1.0 Invitation

You are invited to apply to form part of a Contractors Framework Arrangement for works in the categories £170K–0.5M, £0.5M–2M, £2M–4M and will be invited to tender for individual requirements throughout the duration of the Contractors Framework Arrangement as detailed in this document. The Contractors Framework will commence on 5th September 2015 for a four year period.

Applications are to be submitted in accordance with the instructions outlined within this document and the application form.

2.0 Terms and Conditions

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

The applicant is advised that in the event of their application being accepted by the Council, they will form part of Contractors Framework Arrangement and will be required to provide tenders for works in the categories £170K–0.5M, £0.5M–2M, £2M–4M in accordance with this agreement throughout its duration.

Contractors selected onto the Contractors Framework Arrangement must liaise directly with Premises Services Shropshire Council only in relation to work under the list and must not directly approach any of the Shropshire Council properties. The Council reserves the right to remove any contractor from the Contractors approved list which are in breach of this requirement.

3.0 Preparation of Application

3.1 Completing the Contractors Framework Arrangement Application

Applications should be submitted using the Contractors Framework Arrangement application form following the instructions given in this document and on the application form. The applicant's attention is specifically drawn to the date and time for receipt of application forms.

All documents requiring a signature must be signed;

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

3.2 Application Preparation and Costs

Applicants must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their application forms.

The Council will not be liable for any costs incurred by applicants in the preparation or presentation of their application forms.

3.3 Requirements

The applicant is deemed to have made him/herself acquainted with the Council's requirements and apply accordingly. Should the applicant be in any doubt regarding the true meaning and intent of any element of the specification he/she is invited to have these fully resolved before submitting the application form. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

The applicant shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of this document, and by satisfying him/herself as to the accuracy of the data included before the application form is submitted.

Any application form error or discrepancy identified by the Council shall be drawn to the attention of the applicant who will be given the opportunity to correct, confirm or withdraw the application form.

3.4 **Parent Company Guarantee**

It is a condition of any contract awarded under this Contractors Framework Arrangement that if the applicant's 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 required by the Council.

3.5 **Warranty**

The applicant warrants that all the information given in their application form is true and accurate. The information provided will be deemed to form part of any contract formed under this Contractors Framework Arrangement.

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

3.6 **Submission**

Application forms must be submitted by the deadline stated on the application forms. **In order to be considered for the Contractors Framework Arrangement.**

Completed applications and mandatory documentation to be emailed to contractorslist@shropshire.gov.uk

Alternatively you can send one hard copy and one CD copy of your returned to the Premises Services Manager, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

The application form documents must be treated as private and confidential. Applicants should not disclose the fact that they have been invited to apply or release details of the application form 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 application form.

No unauthorised alteration or addition should be made to the Contractors Framework Arrangement application form, or to any other component of the

document. If any such alteration is made, or if these instructions are not fully complied with, the application form may be rejected.

The Council's decision on whether or not an application form is acceptable will be final.

3.7 Queries

Any queries arising in relation to this invitation should be raised by emailing contractorslist@shropshire.gov.uk quoting IMC167 Contractors Framework Arrangement.

All queries should be raised by **Monday 8th June 2015**.

4.0 Confidentiality and Freedom of Information

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

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

Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this application process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

If, at any stage of this application process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

5.0 Non-Canvassing

Any applicant who directly or indirectly canvasses any member, official or agent of the Council concerning their application to the approved list or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other application or proposed application for the services shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Applications

Any applicant who:

- (a) Fixes or adjusts the rates within their application form 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 their proposed rates in their application form (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the application form for insurance purposes); or
- (c) Enters into an agreement or arrangement with any other person that he shall refrain from applying or as to the rates contained in any application form to be submitted; or

Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to their application form for the services any act or omission;

Shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by an applicant may attract) be disqualified. The Non-Collusive Application Certificate must be completed and returned as instructed.

7.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful applicants 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.

Award onto Contractors Framework Arrangement

8.0

8.1 Mandatory Questions

All responses to the Mandatory questions contained within the application form are to achieve a pass rating. However, the Council is not bound to accept any application form.

8.2 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of the contracts to be awarded under this Contractors Framework Arrangement. Additionally, there is no guarantee that an individual contractor will be awarded any business under this agreement.

8.3 Acceptance

The completed application form and this documentation together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of Contractors Framework Arrangement for works in the categories £170K–0.5M, £0.5M–2M, £2M–4M and will be asked to tender as appropriate throughout the duration of this Contractors Framework Arrangement. Once a tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

The Contractor shall be prepared to commence the provision of the services as and when required from the start date of the Contractors Framework Arrangement being **5th September 2015**.

9.0 Payment Terms

Applicants 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 any quote or contract under the Contractor's Framework Arrangement which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a quote or contract 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 or quote it may have, the right to require the applicant to spread such proportion of the costs as are considered excessive over the duration of the Contract.

C. Completion of Contractors Framework Arrangement Application

1.1 Instructions & Key Information

The Contractors Framework Arrangement application form must be completed in its entirety with responses being given to all questions for the Value Bands you are applying for. **All requests for supporting documents must be included. Failure to do so will exclude your application from being processed.**

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

Where copies of certificates and other details are requested a photocopy must accompany the hard copy of your Contractors Framework Arrangement application.

1.2 Filling in the Document

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

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

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

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

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you, may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

D. Scope, Parameters and Information

Description:

The application form is for the new Shropshire Council Premises Services Contractors Framework Arrangement to provide a select list of Contractors from which the Council can procure contractors for its works in the categories £170K–0.5M, £0.5M–2M, £2M–4M.

The work will comprise of capital new build work across the Council's Property portfolio.

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

Membership of, and accreditation with, Contractors Health and Safety Assessment Scheme as mutually recognised under SSIP (Safety Schemes In Procurement) is a mandatory requirement for this Contractors Framework Arrangement.

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

E. Work Areas

This Contractors Framework Arrangement covers the whole of Shropshire in respect of work procured for Shropshire Council.

F. Work Value Bands

The Contractors Framework Arrangement value bands are as indicated below:

- £170K - £0.5M
- £0.5M - £2M
- £2M - £4M

G. Procurement & Evaluation Process

This is a single-stage process following which 6 successful contractors will be invited onto the Contractors Framework Arrangement for each value band.

Evaluation will be as set out in the tender response document.

A fail on any of the mandatory requirements will automatically exclude the tender.

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

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

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

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

H. Contractors Framework Arrangement Operation Process

The allocation of works will be determined by a tender process between all Contractors in the particular value band.

The award criteria to be used following the receipt of the tenders under the Contractors Framework Arrangement will be based on price, quality and ability to deliver on time.

£170K - £0.5M Value Band All contractors will be invited to tender for works in this value band.

£0.5M - £2M Value Band All contractors will be invited to tender for works in this value band.

£2M - £4M Value Band All contractors will be invited to tender for works in this value band.

I. Contractor Performance Evaluation – KPI's

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

The system will be a RAG (Red, Amber, Green) traffic light system for any work carried out at any value. A Contractor who performs adequately and in accordance with our requirements will be recorded as 'Green', all Contractors will start with a Green status by default.

The monitoring areas will generally be, but are not restricted to:

1. Health and Safety/Insurance
2. Quality of Workmanship
3. Programme
4. Cost
5. Attendance

Examples of issues that could lead to an Improvement, Registration of Concern or Warning Notice being raised are repeated instances of:-

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

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

The system process steps are;

- | | |
|---|--|
| 1. Improvement Notice -
(Amber) | Issue to the Contractor/Consultant an “Improvement Notice” recording the issues and giving the opportunity to improve. Issue of an Improvement Notice will be by email or formal letter. |
| 2. Registration of Concern -
of
(Amber) | Issue to the Contractor/Consultant a “Registration Concern” recording the issues and any previous Notifications and requiring immediate response to the issues raised and performance improvement. The Contractor/ Consultant may be asked to attend a formal meeting to explain the reasons for poor performance and provide mitigation. Issue of the ROC will be via email or formal letter. |
| 3. Warning Notice -
(Red) | Issue to the Contractor/Consultant a “Warning Notice” recording the issues, previous Notifications and requiring immediate improvement under threat of suspension, for six months or until improvement can be proven to the satisfaction of Premises Services, whichever is the shorter period. It may also require the Contractor/Consultant to attend a formal meeting to explain why no improvement has been made. Issue of Warning will be via email or formal letter. |
| 4. Suspension Notice -
(Red) | Issue to the Contractor/Consultant a “Suspension Notice” recording the issues, previous Notifications and advising of suspension until improvement can be proven to the satisfaction of Premises Services. Issue will be via formal letter. |

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

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

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

J. Additional Terms & Conditions

For works that are awarded that are inclusive of a "Defects Liability Period" as per the relevant tender documents.

Information provided as required by this application will be subject to continual evaluation. Random monitoring of invoices submitted in respect of work allocated against tendered rates will be carried out should any of these indicate that incorrect tendered rates have been used, then the invoices will be rejected and the Contractor will be required to re-submit his invoice using the correct tendered rates before payment will be authorised.

Financial checks will be carried out and monitored as and when required by Shropshire Council's Audit Team, bad financial strength will result in suspension from the Contractors Framework Arrangement.

It is Shropshire Council's practice to provide contractor details from other relevant Contractors Framework Arrangement where works will include the use of subcontractors and will recommend their use.

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

The Council reserves the right to restrict Contractors invitations to tender if it is indicated that they are not competent to do projects for the value bands that they are in, or are providing poor performance on projects within that value band, and ultimately remove Contractors from the Contractors Framework Arrangement should this prove necessary.

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

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

Contractors shall familiarise themselves with the sites and in particular to the problems of gaining access to the sites. Damage caused to any property in gaining access to the site by

the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.

Contractors and their employees must report to the premises offices or receptions whenever they are visiting sites to 'book-in' (using the company name), and ensure they 'book-out' when leaving sites on all occasions. Please see details below under Disclosure Barring Service (page 19)

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

Contractors must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

1.1 Probationary Period

Shropshire Council reserve the right to remove any contractor at any time.

New Contractors to Shropshire Council will be monitored on their performance on a monthly basis for 12 months using the RAG rating system (as per Item I).

The RAG rating will continue for all Contractors who are on the Contractors Framework Arrangement throughout the duration of this contract.

1.2 Identity Passes

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

1.3 General Health & Safety

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

Contractors shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury all in accordance with the latest PPE at work regulations.

If premises management agree to provide in-house toilet facilities, Contractors shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

1.4 Risk Assessments and Method Statements

Where applicable, Contractors shall be required to carry out a detailed and recorded Risk Assessments prior to any works being carried out.

Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable, 'the sequence and method of work'. The Council will always require a method statement for the following types of work:-

- a) demolition
- b) steel erection
- c) entry into confined spaces
- d) handling and removal of asbestos
- e) use of explosives (including cartridge tools)
- f) roof works (hot works) and other overhead work (working at height)
- g) contaminated sites or buildings
- h) other high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

1.5 Data Protection

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Council to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 1998 and in particular the Principles of the Data Protection Act 1998.

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

- The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

1.6 Business Continuity

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

1.7 Site Protection

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and protection of the public.

The Contractor shall also provide, erect and maintain any necessary temporary barriers or other means to protect and prevent accidental or unauthorised approach to potentially hazardous areas, such as incomplete plant or partially dismantled work platforms, unfenced drops, treated floor areas, hot or chemical processes etc and remove on completion

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1990
- The Control of pollution Act 1989
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- The Fire Precautions (Workplace) Regulations 1999
- Control of Substances Hazardous to Health Regulations (amended) 2004
- Control of Noise at Work Regulations 2005
- Working at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2012
- Construction and Design Management Regulations 2007

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

1.8 Disclosure Barring Service (DBS)

Contractors must ensure that all members of staff (who attend site) are registered through the DBS and written confirmation must be supplied to the Council. **As contractor staff will normally be working within Shropshire Council Schools and other establishments they will be required to provide proof of their DBS checks this should be carried at all times and should be presented to the site on arrival.**

1.9 Termination

The Council reserves the right to remove any contractor from the Contractors Framework Arrangement at its absolute discretion where there are reasonable grounds for doing so and the Council will not be liable in any way to the contractor in such circumstances

Contractors who wish to be removed from the Contractors Framework Arrangement during its duration need to do so in writing to The Premises Services Manager, Premises Services, Shropshire Council, The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

1.10 Access Equipment

The contractor is responsible for providing and supervising all access equipment and this shall be at their own expense. This to include scaffolding, cherry pickers etc.

1.11 Working at Height

It is the contractor's responsibility to ensure that their operatives who are working at height do so in accordance with the Working at Height Regulations 2005 (WAHR).

1.12 Payment of Invoices – e-mailed to - propertyfinance@shropshire.gov.uk

Payment will be made following the submission of an electronic invoice. Final invoices must be presented within 28 days following completion of works. All invoices must clearly state the following information:

- Addressed to Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Site name and address
- Official Order Number or Project Reference Number

1.13 Recalls

Return visits to site within 28 days necessitated in the judgement of the Client by earlier breakdown/repairs works shall be at the Contractor's expense.

K. TYPES OF CONTRACT: INDUSTRY STANDARDS

1.1 Building and Engineering Works (or updated equivalent)

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

1.2 Specialist Work Associated With Building & Engineering Works

- Institution of Electrical Engineers
- Institution of Mechanical Engineers

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND WORKS

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

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

1. DEFINITIONS

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

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'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.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
“Confidential Information”	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.

"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
‘Prohibited Act’	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
‘Regulated Activity’	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
‘Regulated Provider’	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party

	Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

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

during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

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

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

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

10 TITLE - PASSING PROPERTY

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

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

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

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

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

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

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

11 THE COUNCIL'S OBLIGATIONS

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

- a) co-operate with the Contractor;
- b) provide the Contractor with any information reasonably required by the Contractor;
- c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
- d) comply with such other requirements as may be otherwise agreed between the parties.

11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

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

13 INDEMNIFICATION

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

14 TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:
- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - d). the other party ceases to carry on its business or substantially the whole of its business; or
 - e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

- 15.1 The Contractor:
- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 15.2 The Contractor shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.
- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
- of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

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

18 SEVERABILITY

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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.
- 19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement.
Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

- 19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

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

21 HAZARDOUS GOODS

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

22 NOTICES

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

23 CONFIDENTIALITY (W) (Z)

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

- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

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

24 **COUNCIL DATA**

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such backup copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
 - 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
 - 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

- 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

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

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

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

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

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

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

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

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

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

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

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

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

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

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

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

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

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

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

28. INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor 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 appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor 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) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

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

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

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

30 HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

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

- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37 RIGHTS OF THIRD PARTIES

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

38 ENTIRE AGREEMENT

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

39 FORCE MAJEURE

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

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

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

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

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

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

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

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

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

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

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

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

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the

commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

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



personal & commercial info

Aspect Construction Contracts Ltd
Suite 4
First floor
Weaver House
Ashville Point
Sutton Weaver
Cheshire
WA7 3FW

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2015

Emailed to: [REDACTED]

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

£170k - £500k

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 12th October 2015.

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

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 230 of the total marks.

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

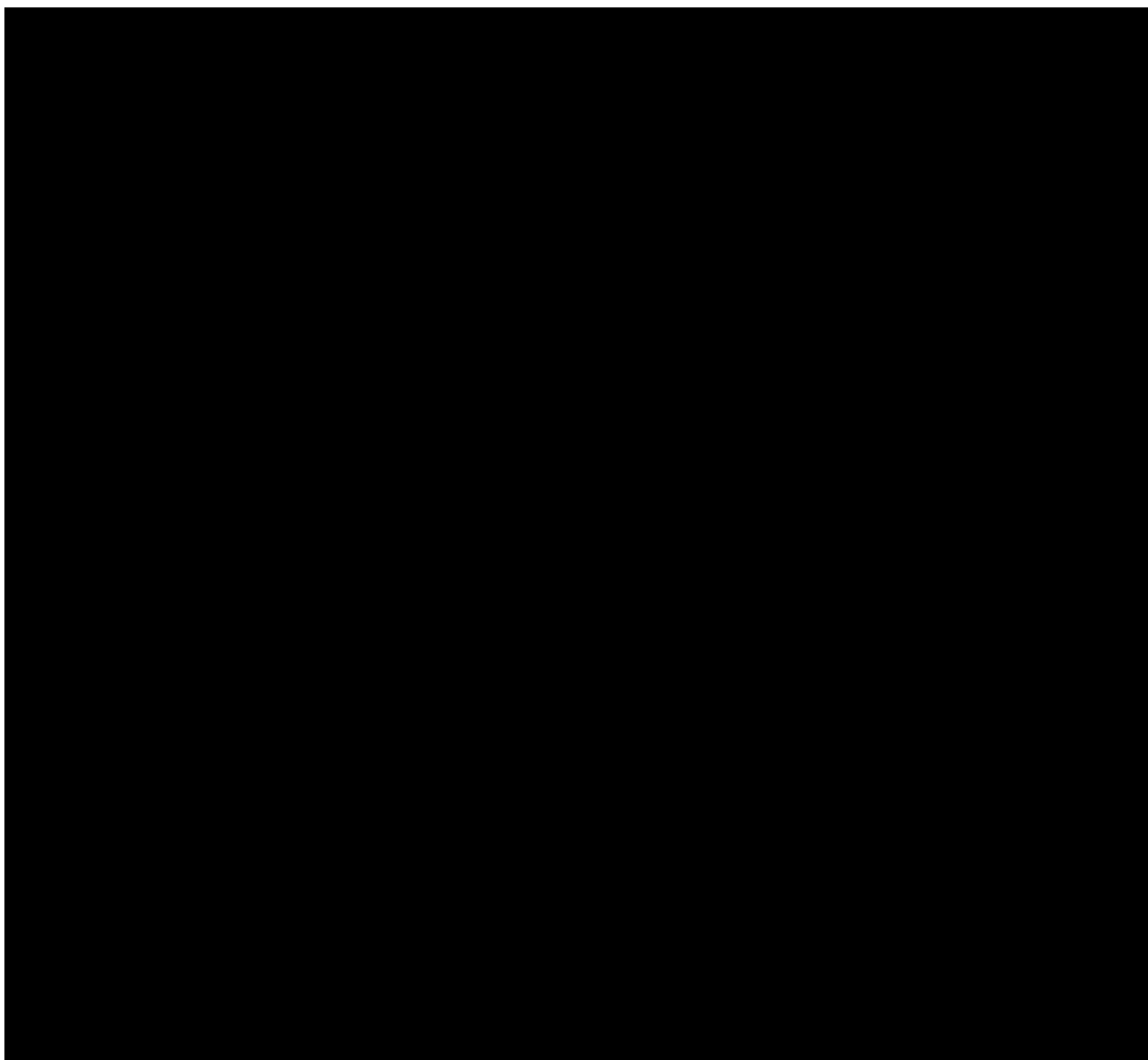
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	[REDACTED]

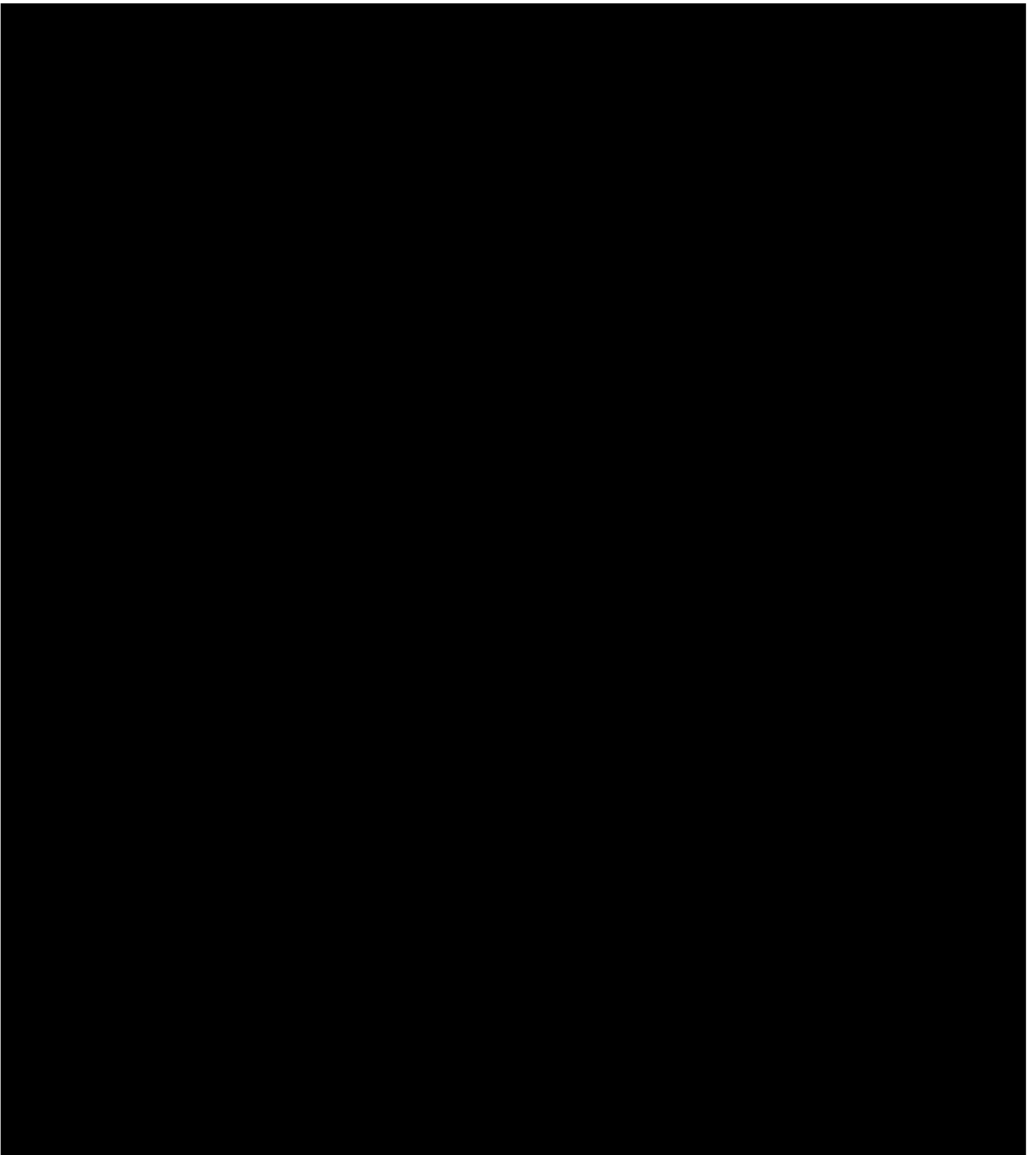
Please find details of the marks allocated to you for Quality and comments as follows:-



commercial info

£170k - £500k

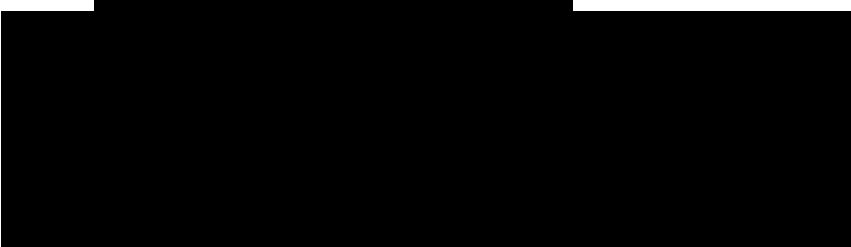




commercial & personal info

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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Bow Construction Limited
March Way
Battlefield Enterprise Park
Shrewsbury
SY1 3JE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

Date: 30th September 2015

Dear Sirs

**IMC 167 - CONSTRUCTION FRAMEWORK 2015
SUBJECT TO CONTRACT**

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

£170k - £500k

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 12th October 2015.

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

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 230 of the total marks.

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

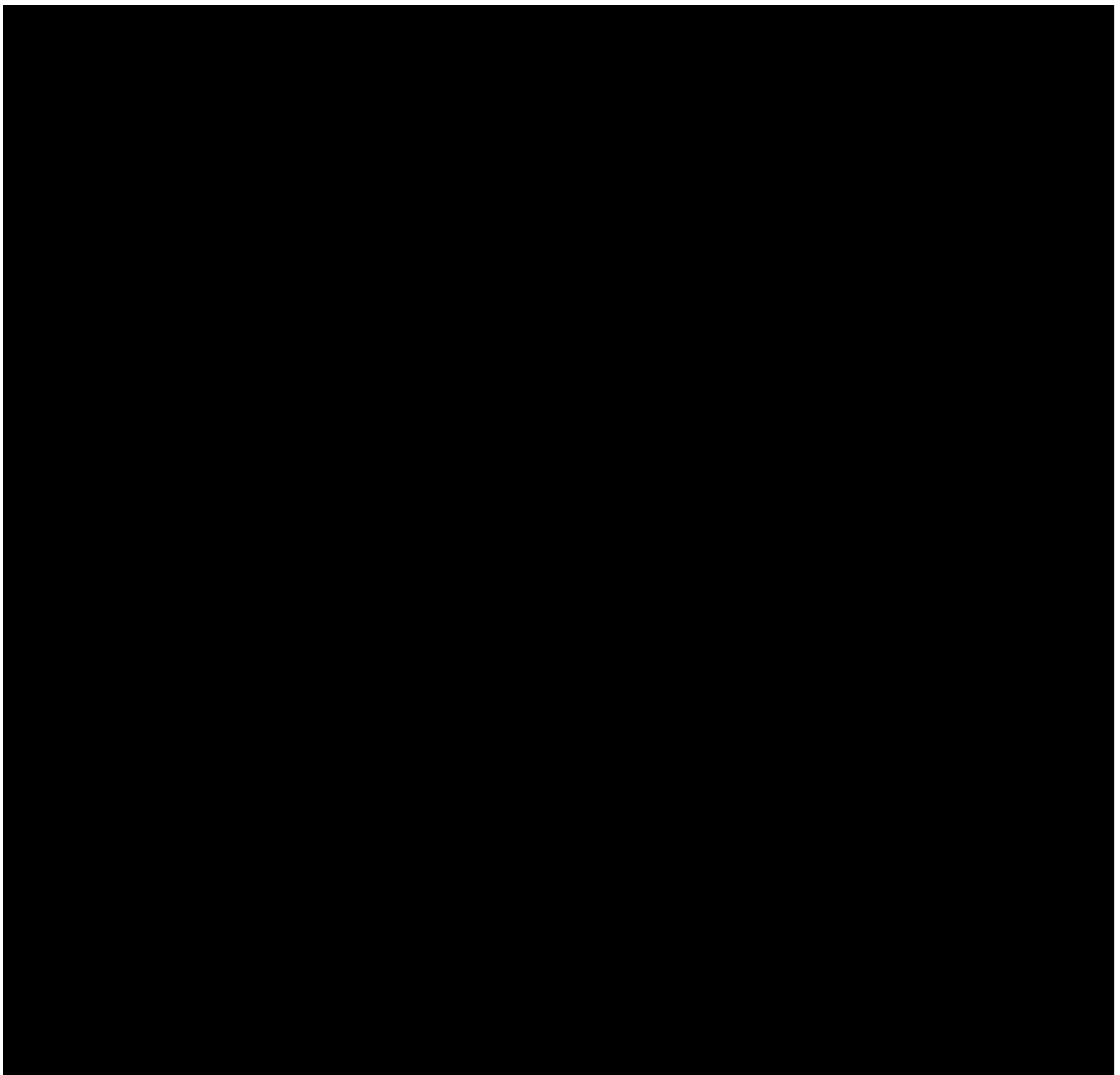
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	[REDACTED]

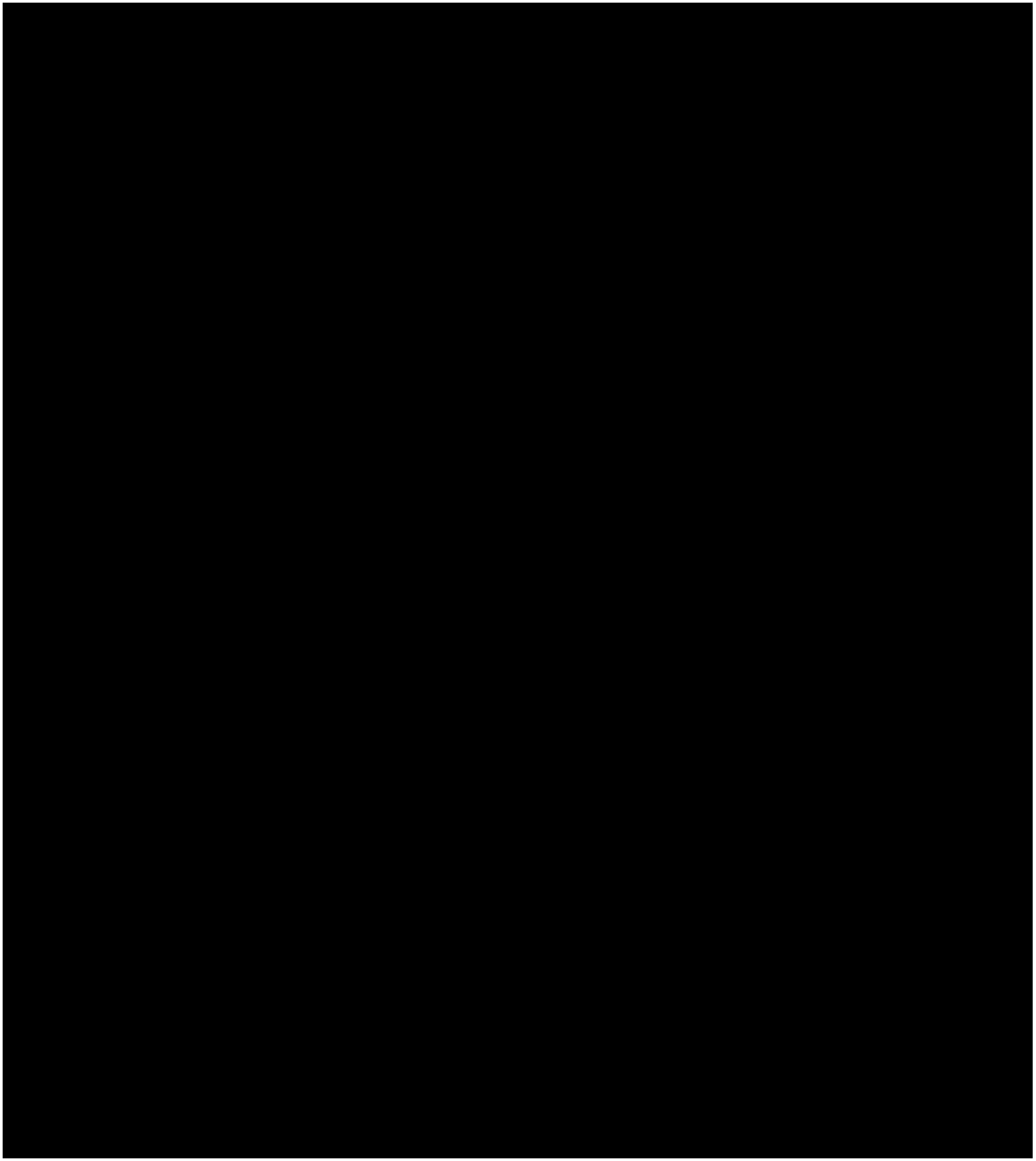
Please find details of the marks allocated to you for Quality and comments as follows:-



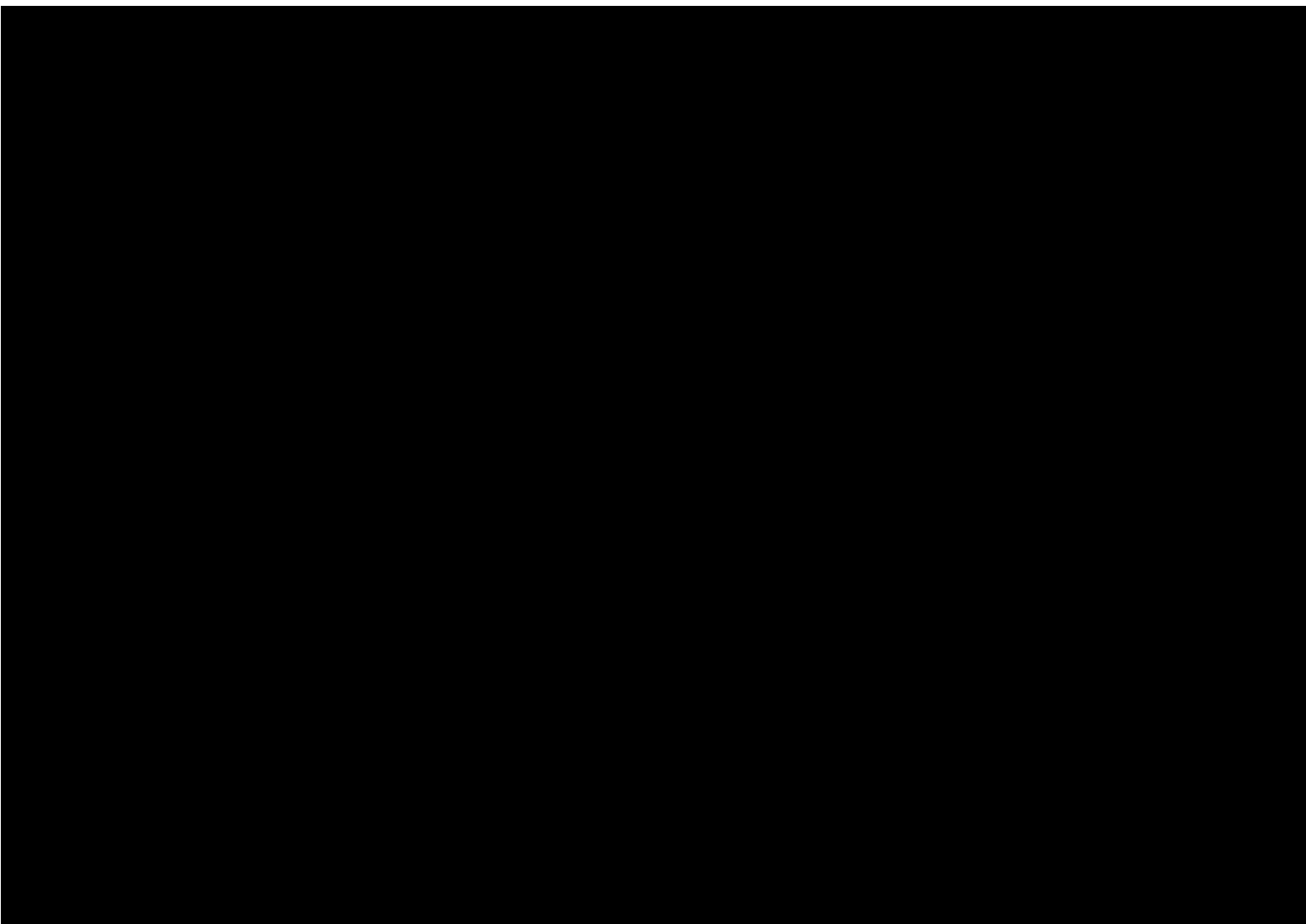
commercial info

£170k - £500k



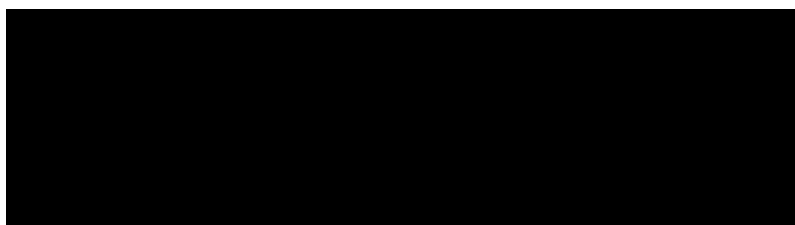


commercial l& personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Clugston Construction
14 Greenbox
Westonhall Road
Stoke Prior
Bromsgrove
WV7 3DZ...
E-mail sent to: [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

£500k - £2M
£2M - £4M

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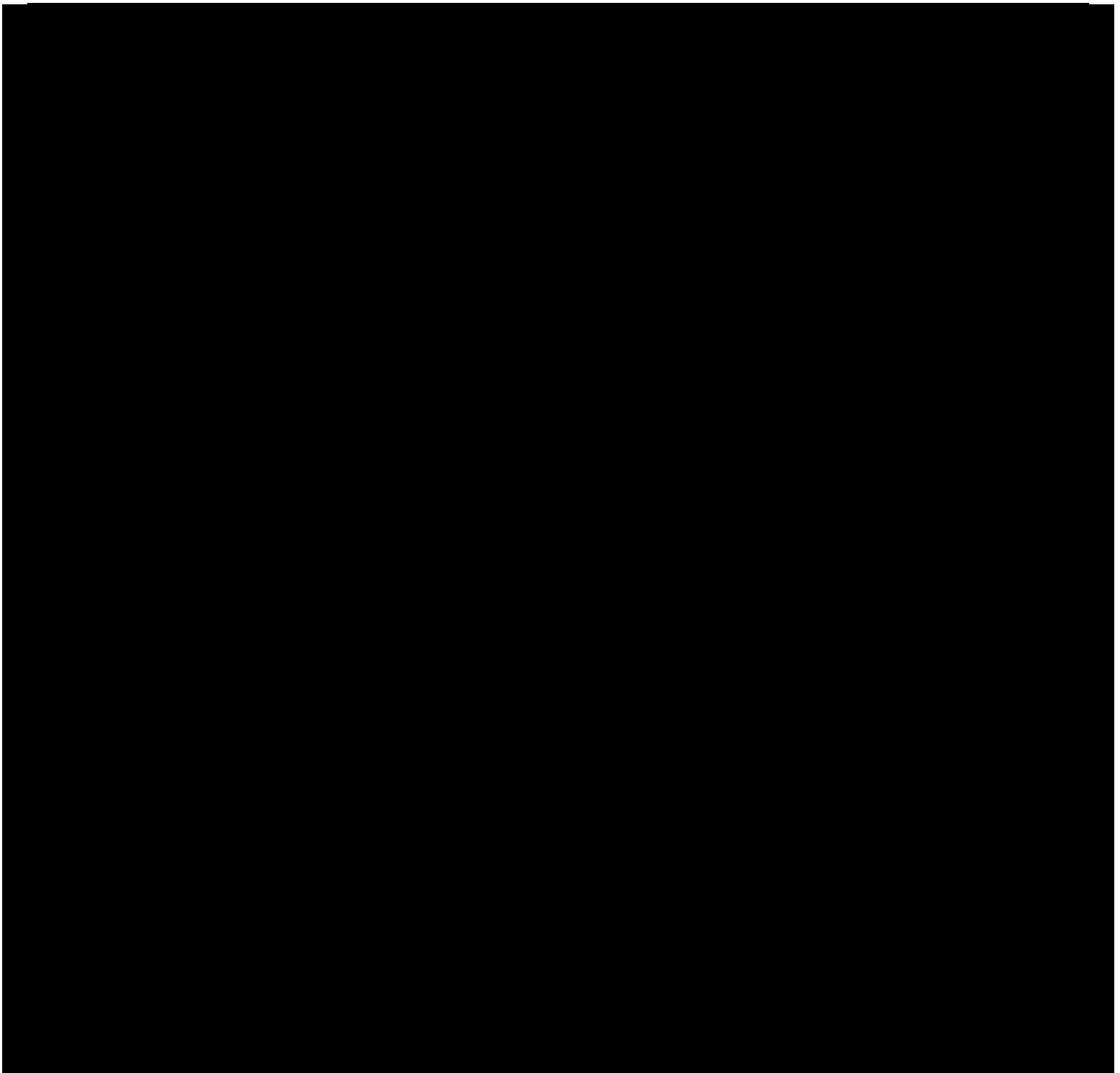
Value Band	Criteria	Your Weighted Score
£2M - £5M	Quality (out of 230 marks)	[REDACTED]

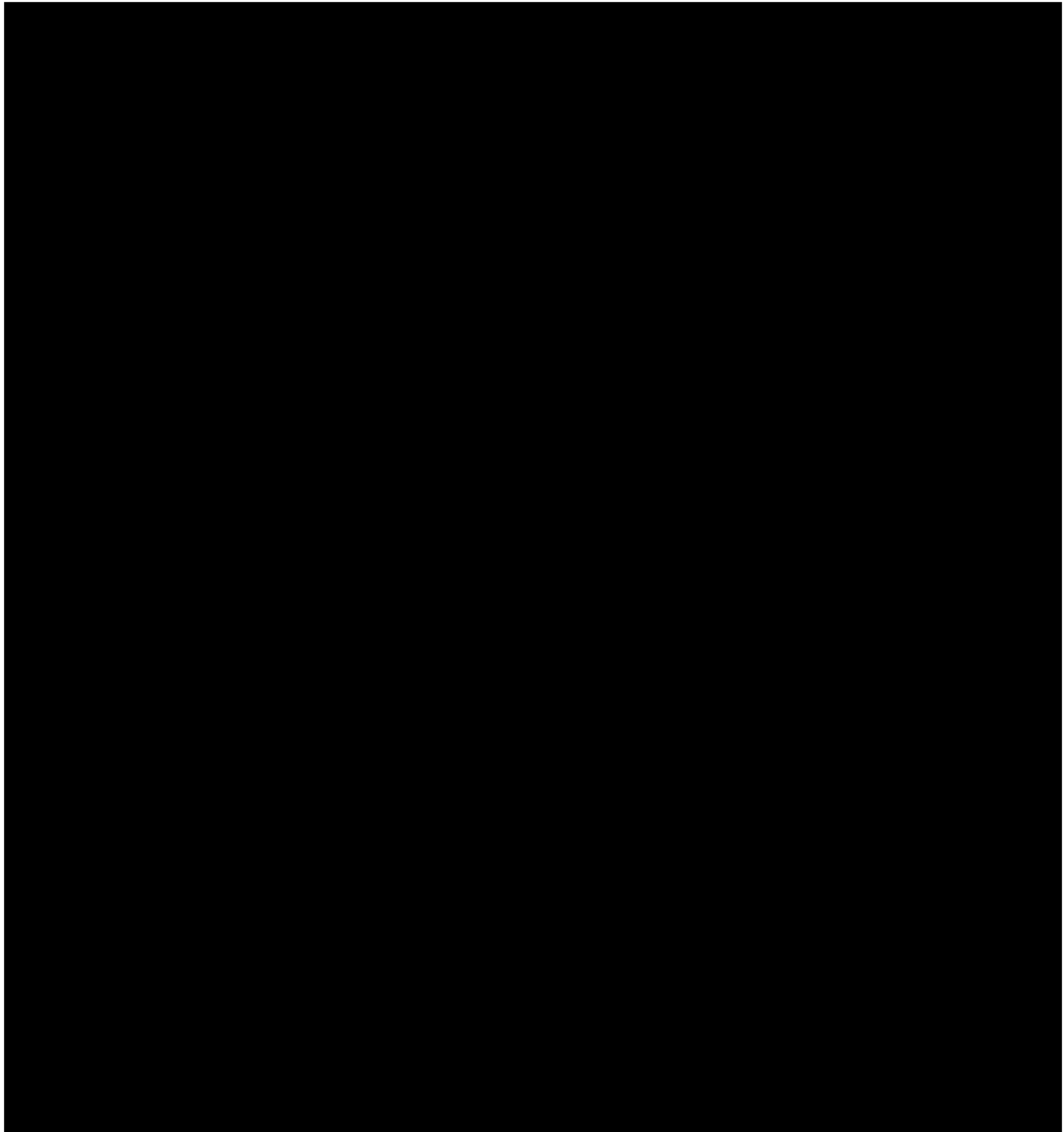
Please find details of the marks allocated to you for Quality and comments as follows:



commercial info

£2M - £4M

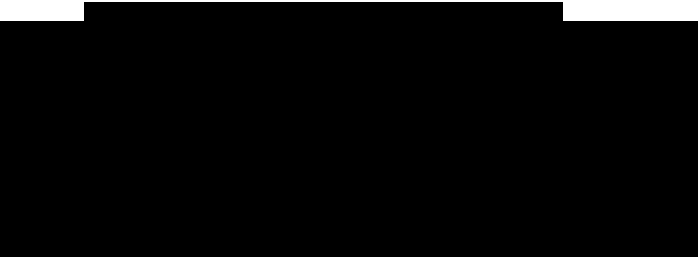




commercial & personal info

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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Dawnus Construction Holdings Ltd.
Pla Faenol
Parc Faenol
Bangor
Gwynedd
LL57 4BP
Emailed to: [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

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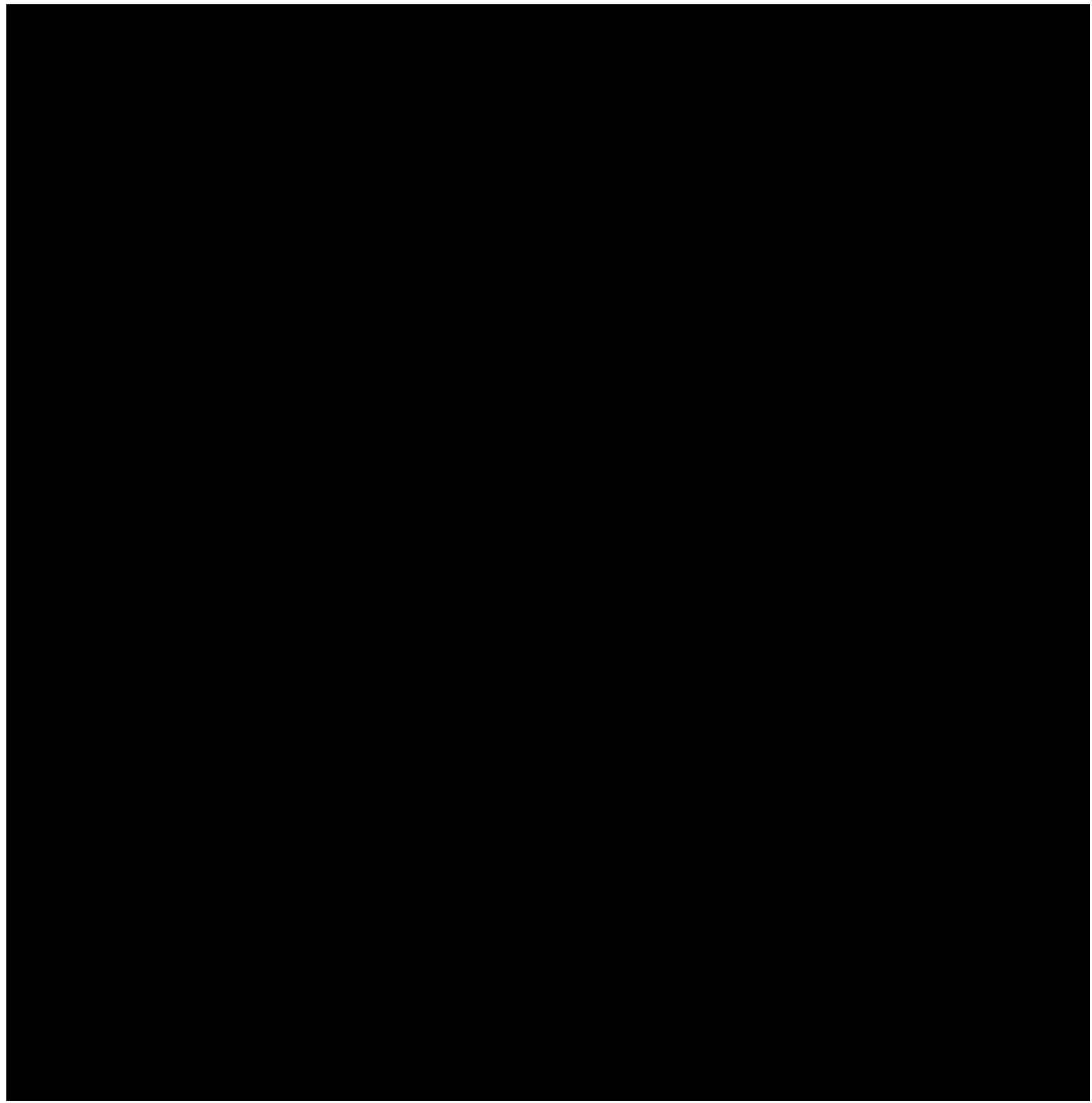
Value Band	Criteria	Your Weighted Score
£500k - £2M	Quality (out of 230 marks)	[REDACTED]
£2M - £5M	Quality (out of 230 marks)	[REDACTED]



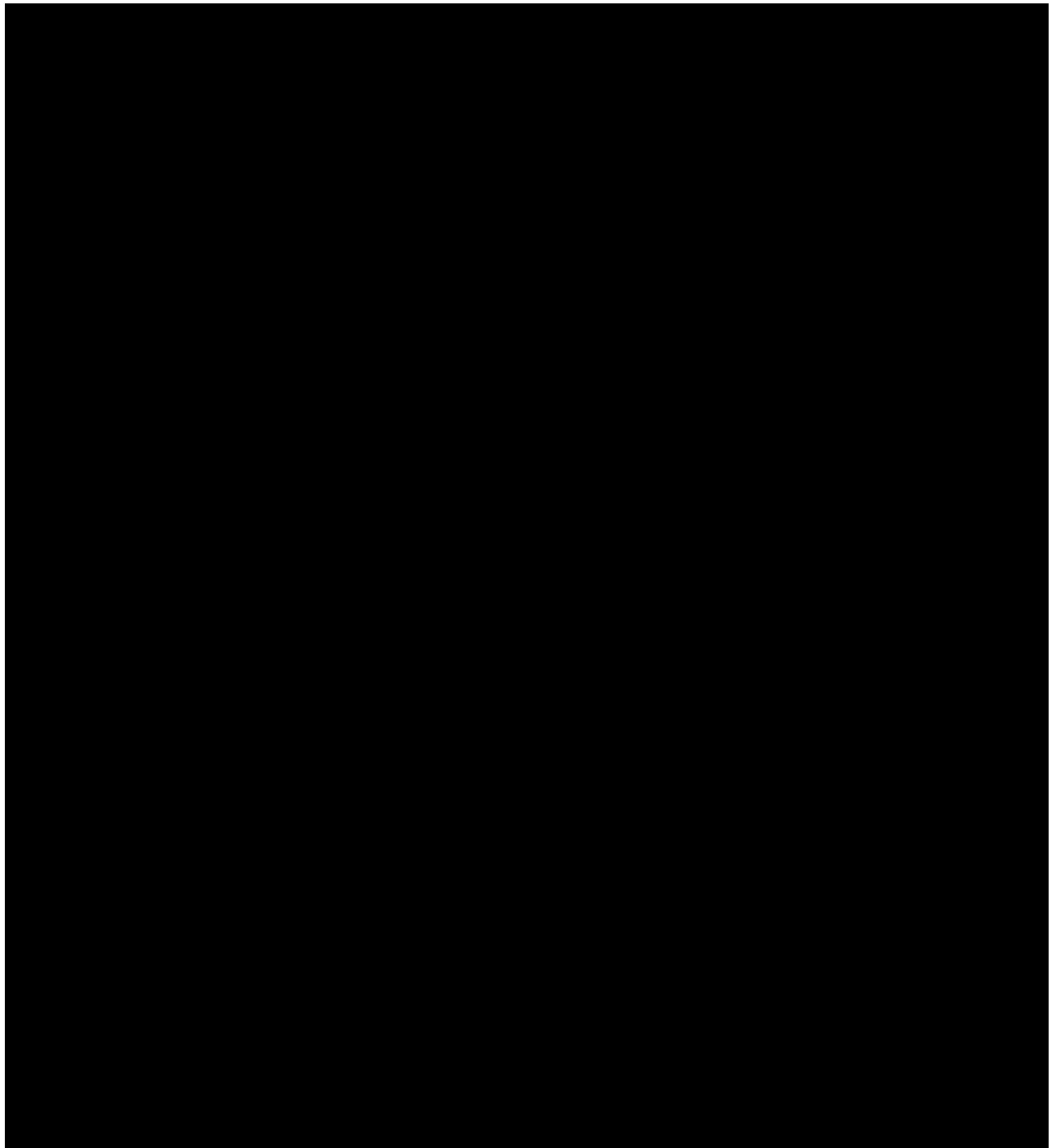
commercial info

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

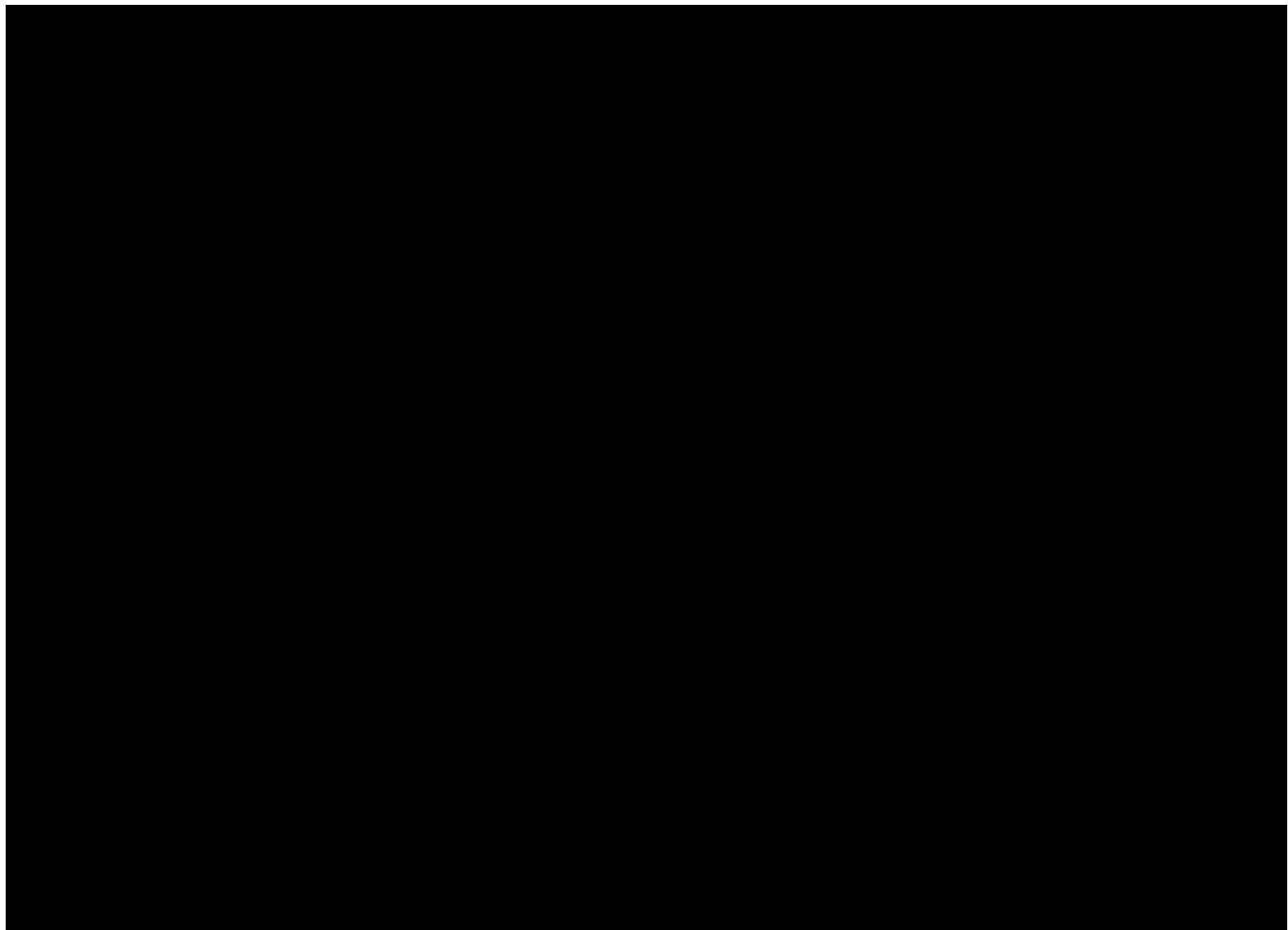
£500k - £2M



commercial info

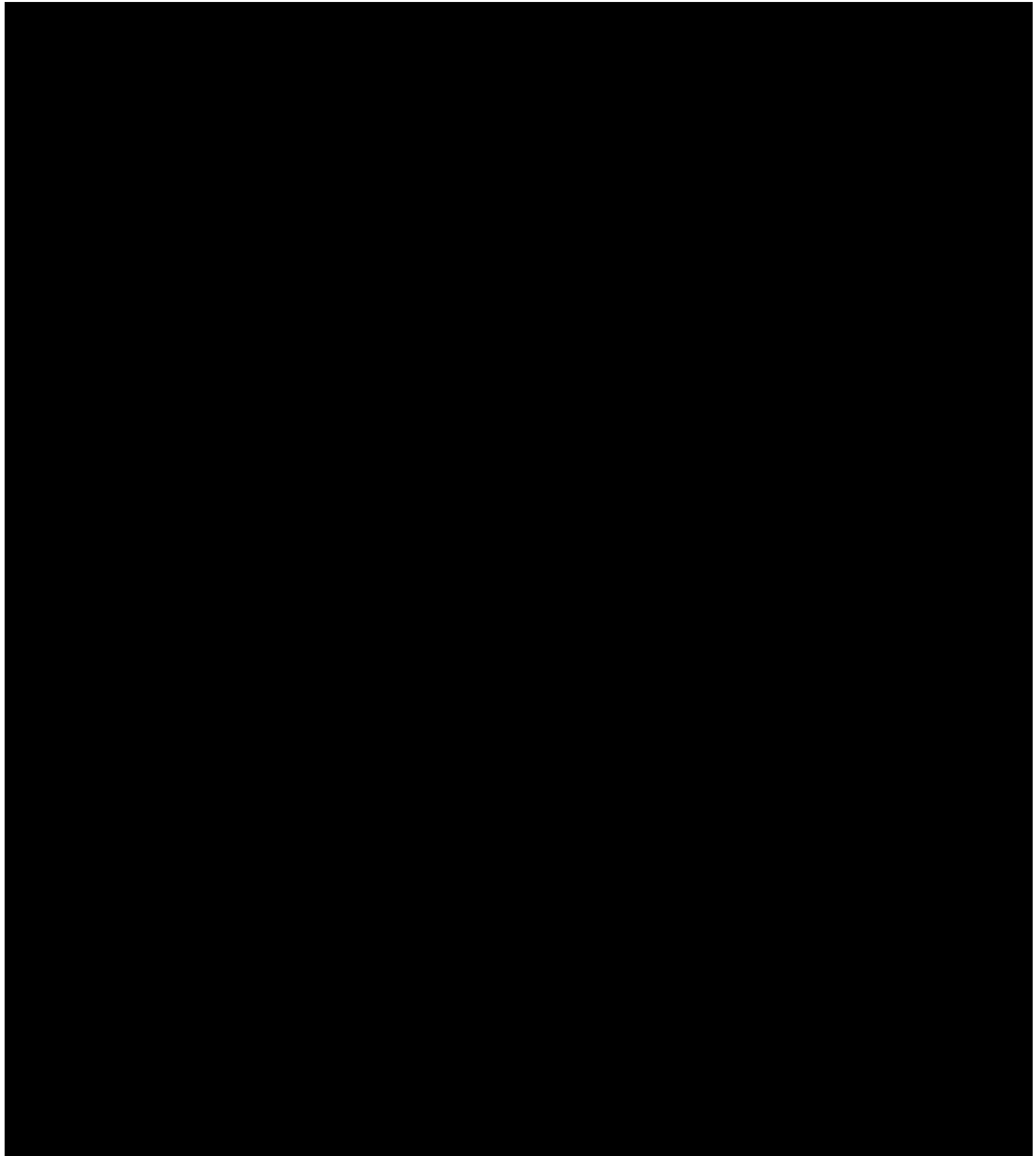


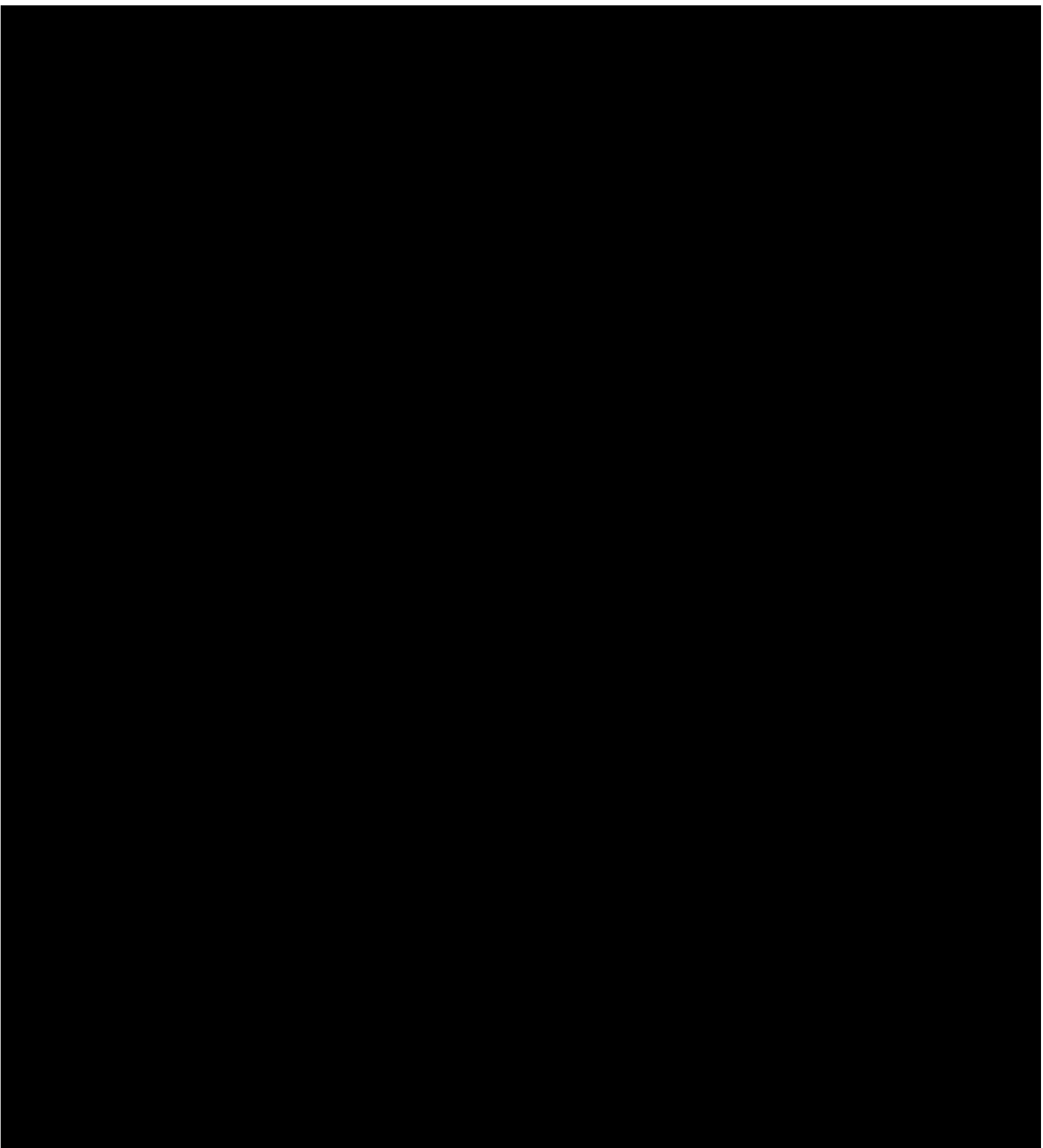
commercial info



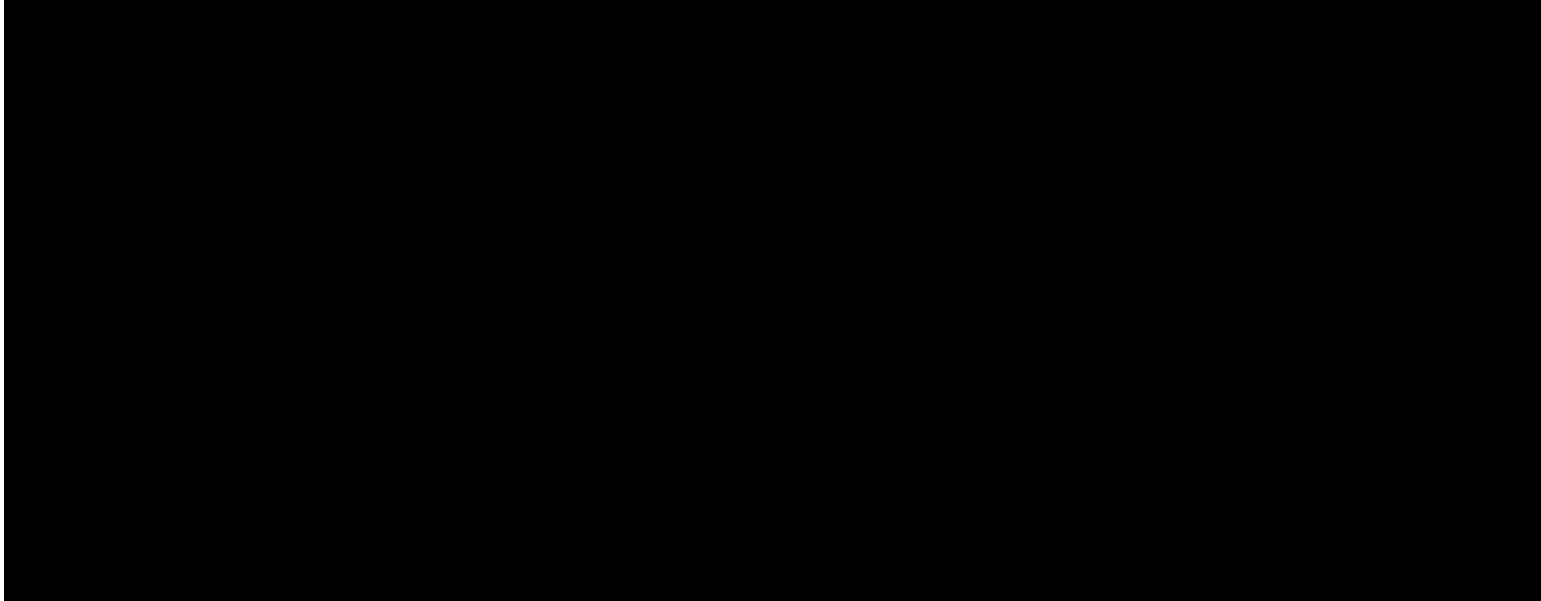
£2M - £4M





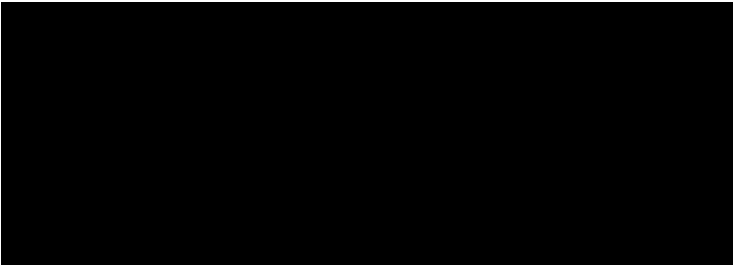


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

J Harper and Sons (Leominster) Ltd
Southern Avenue
Leominster
Herefordshire
HR6 0QF

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

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£500k - £2M

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

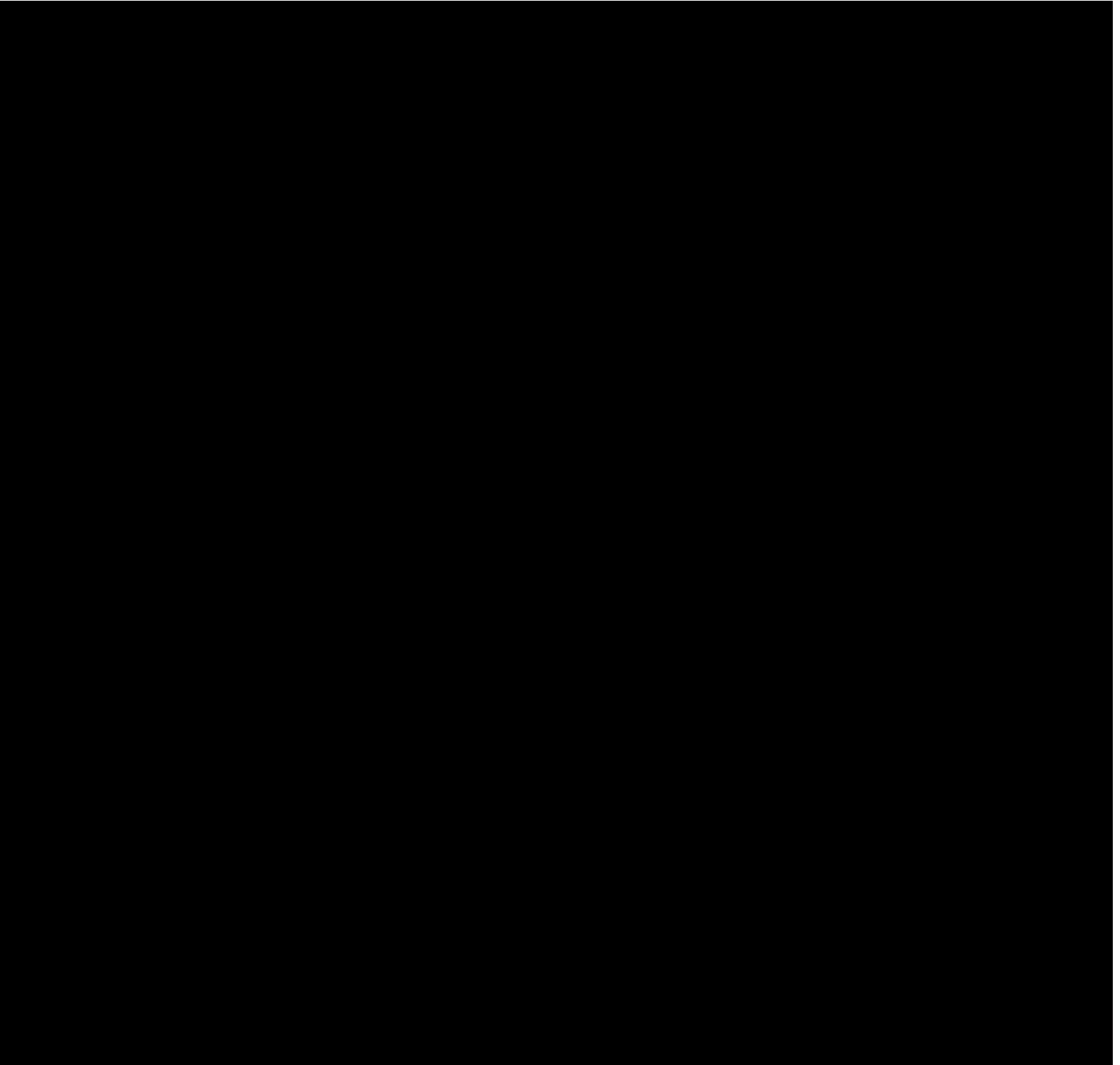
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	■
£500k - £2M	Quality (out of 230 marks)	■

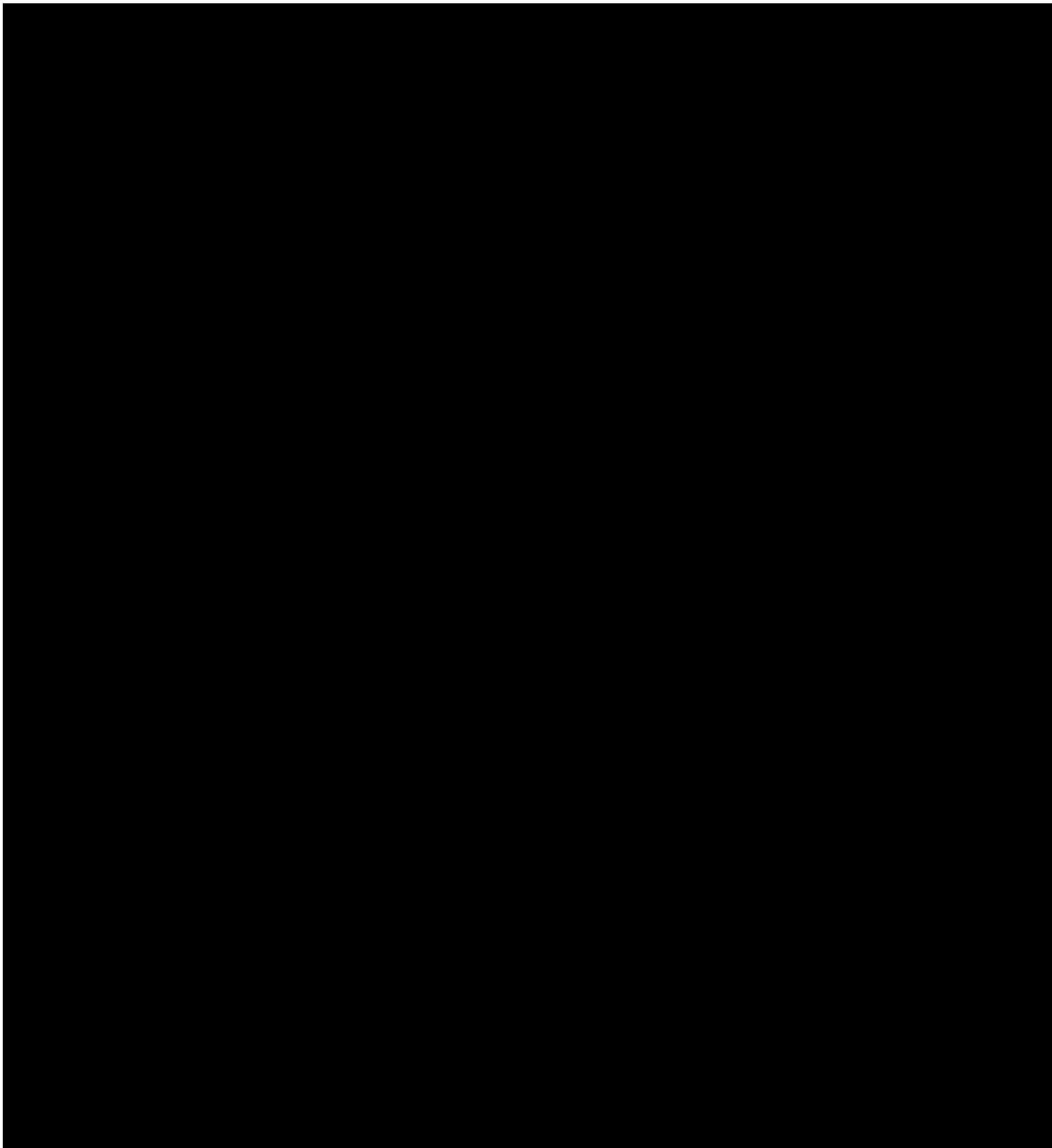


commercial info

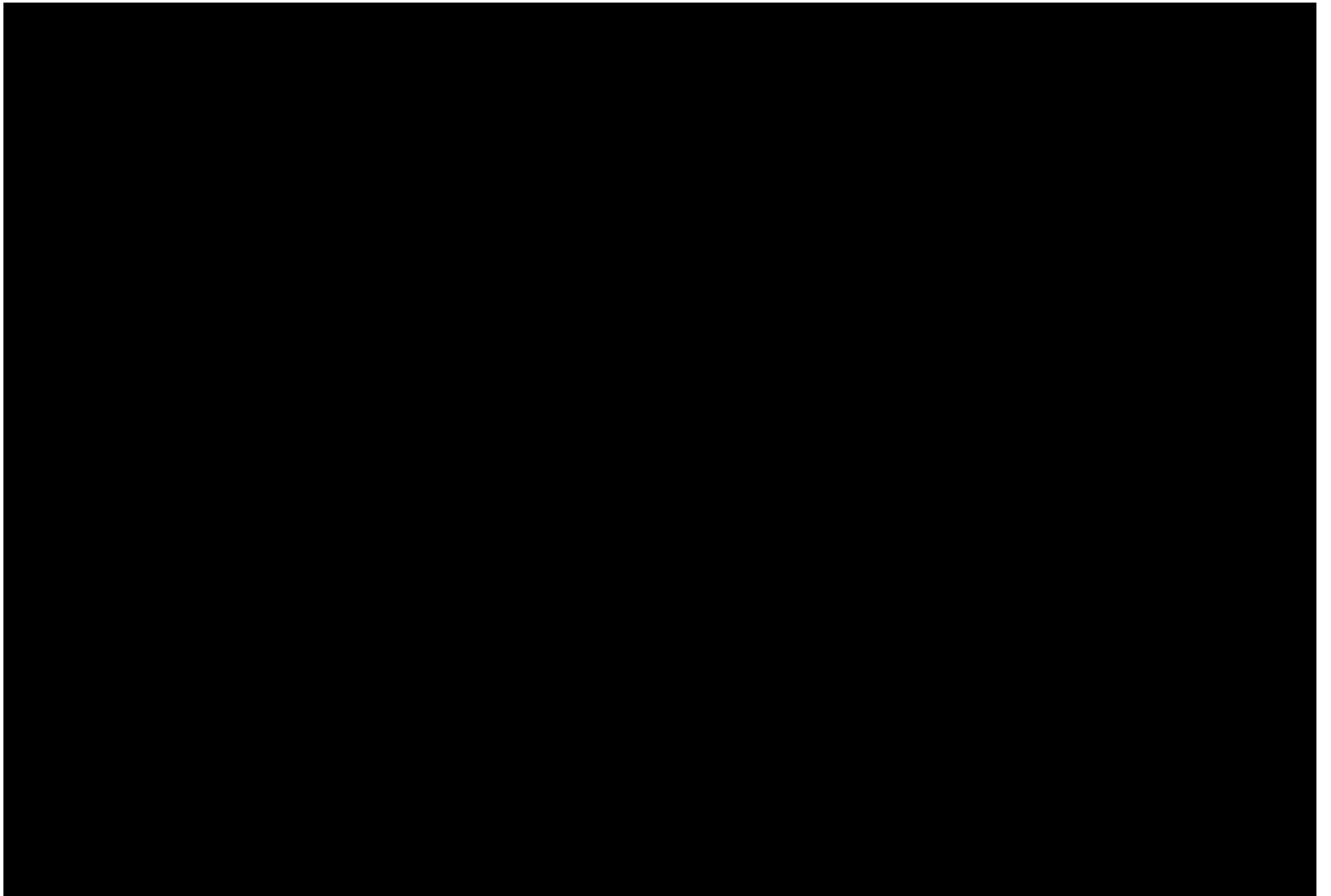
Please find details of the marks allocated to you for Quality and comments as follows:-

£170k - £500k

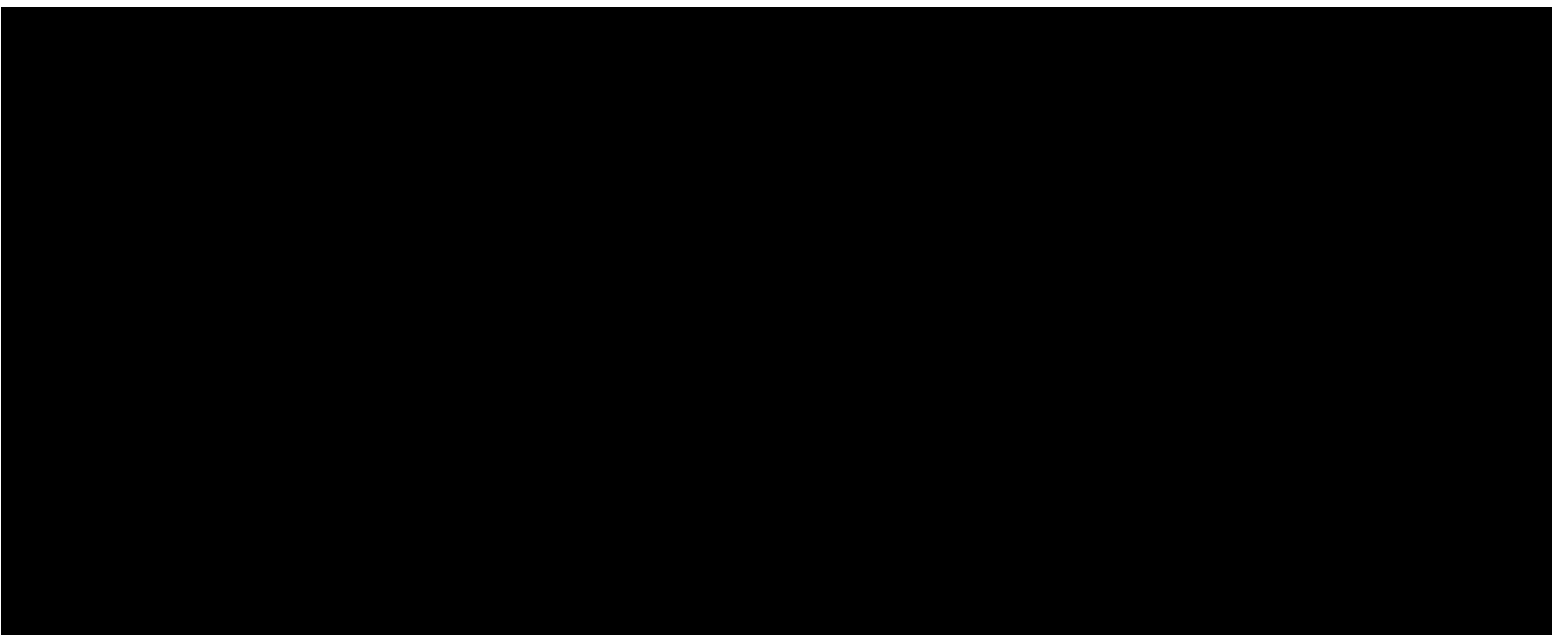


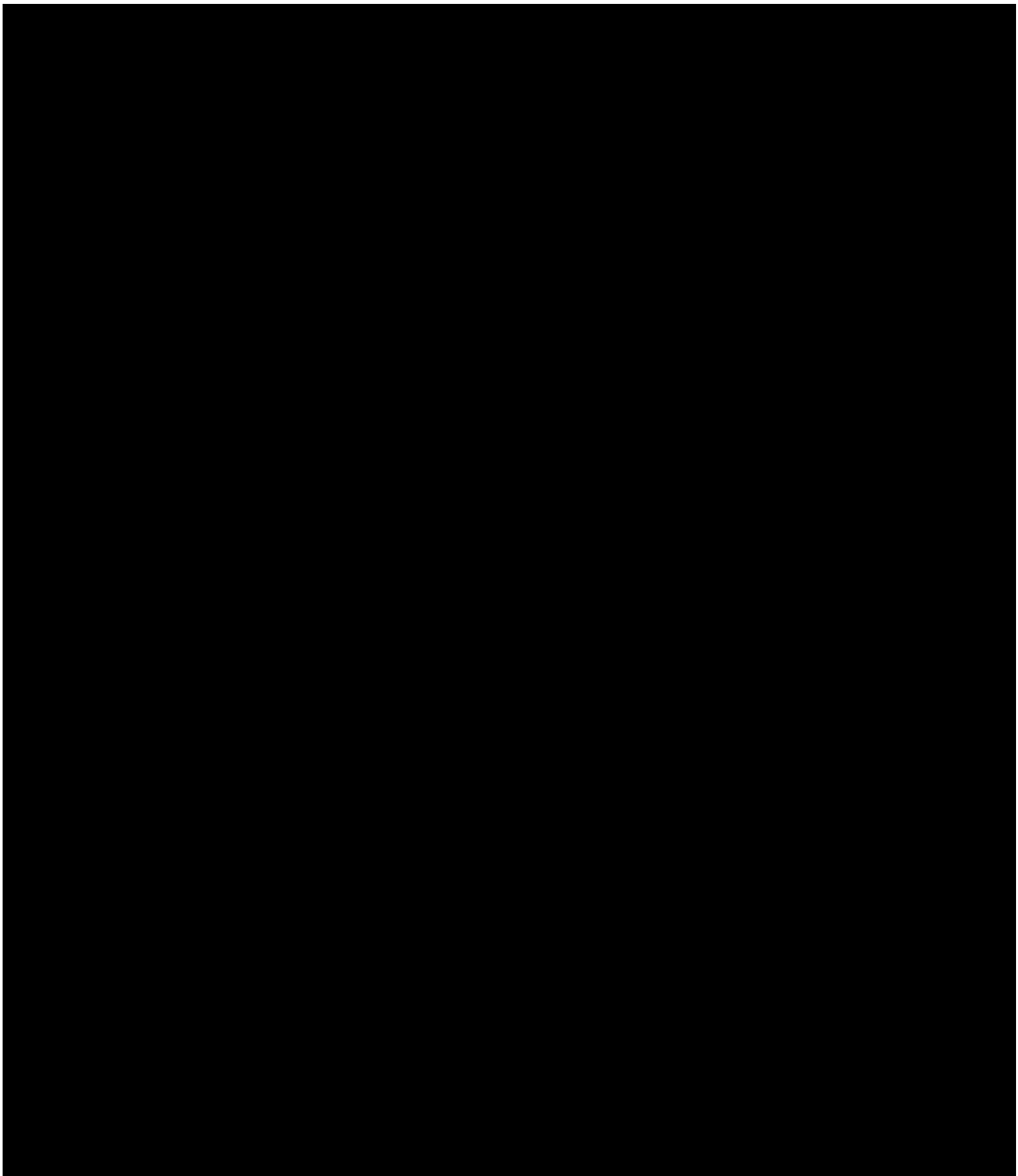


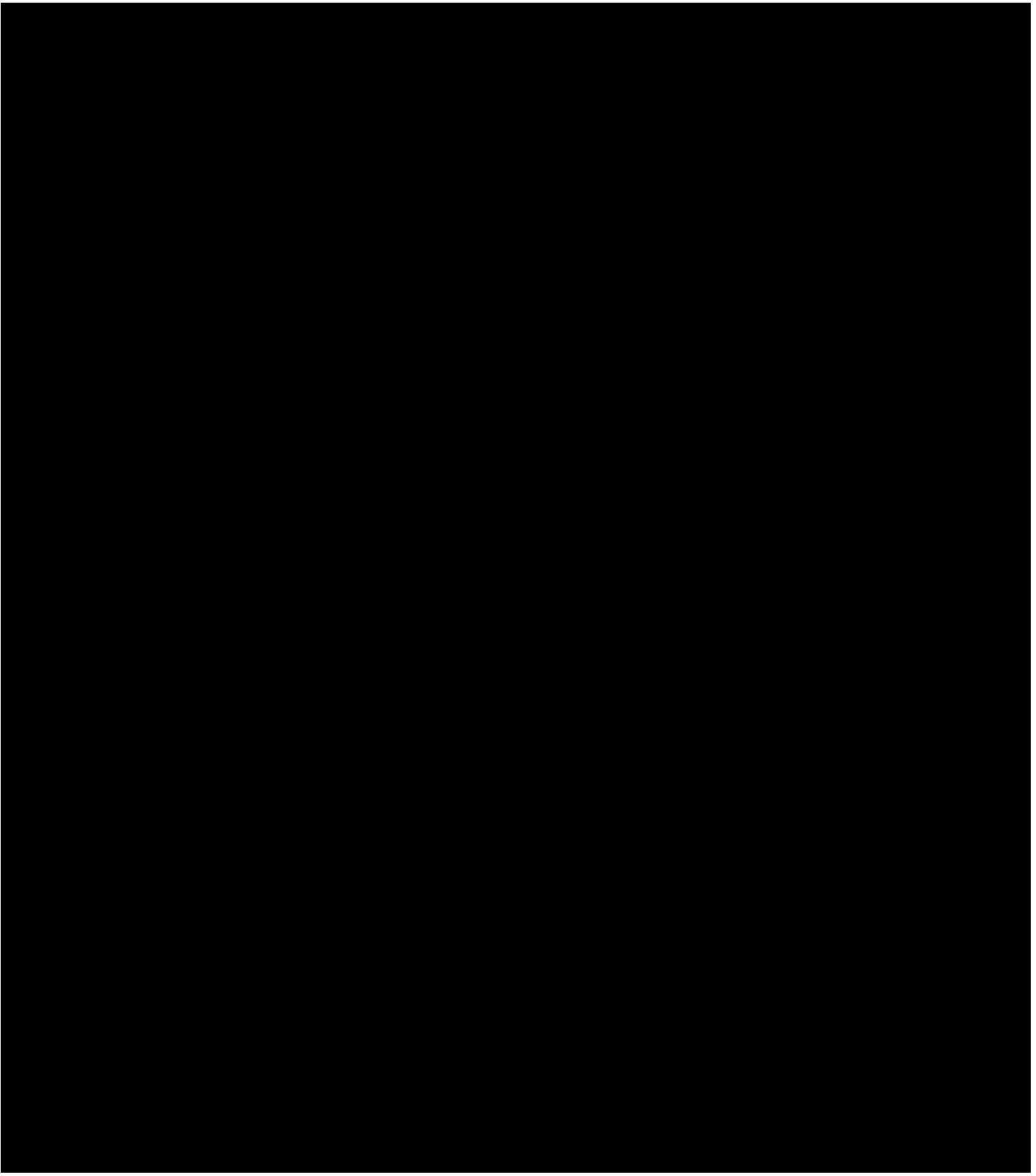
commercial info



£500k - £2M





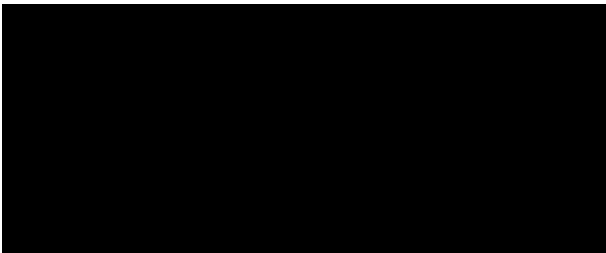


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Keepmoat Regeneration Limited
Regeneration House
Gorse Lane
Coleshill
B46 1JU

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Email sent to: [REDACTED]

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

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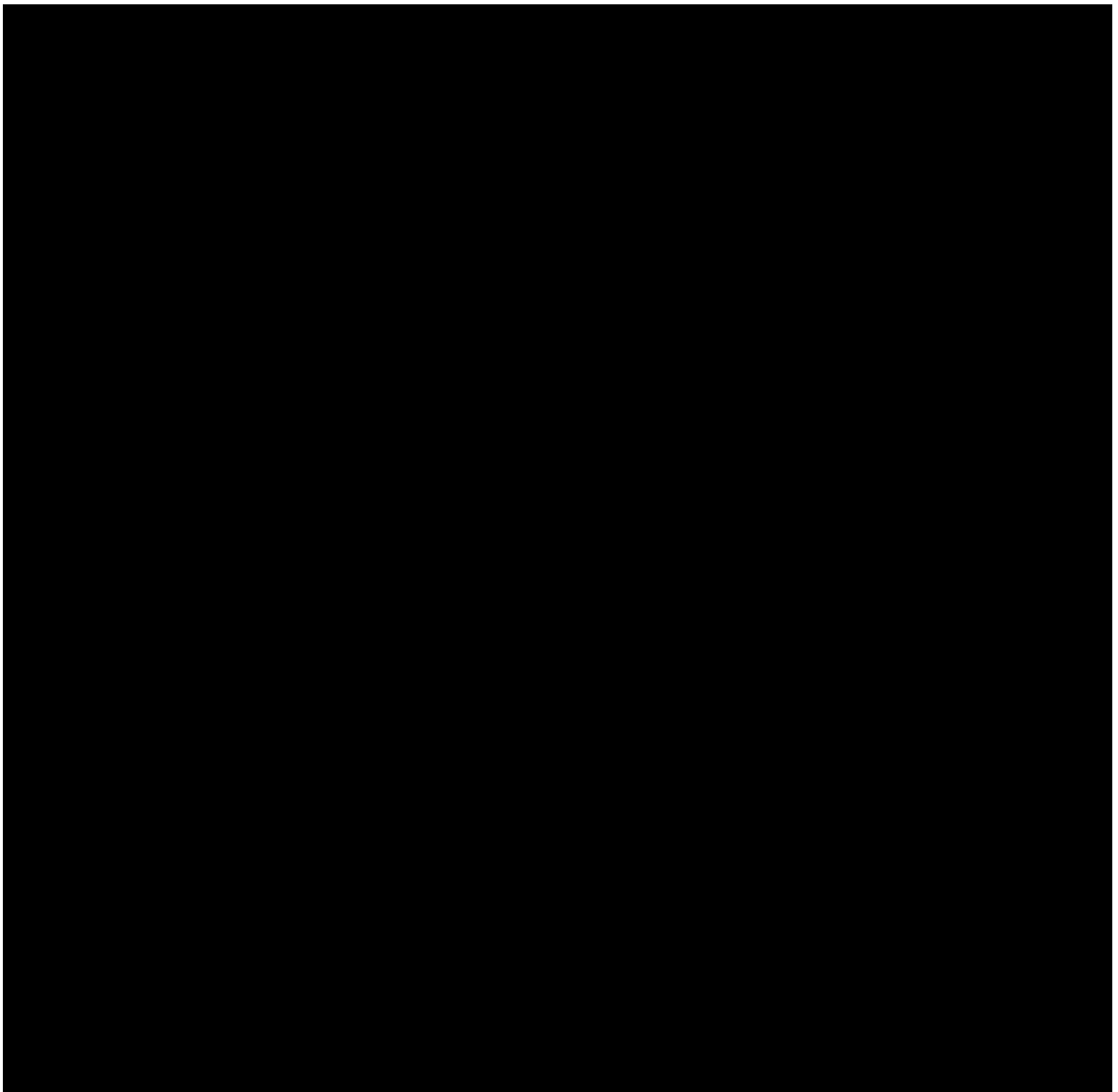
Value Band	Criteria	Your Weighted Score
£500k - £2M	Quality (out of 230 marks)	[REDACTED]
£2M - £5M	Quality (out of 230 marks)	[REDACTED]

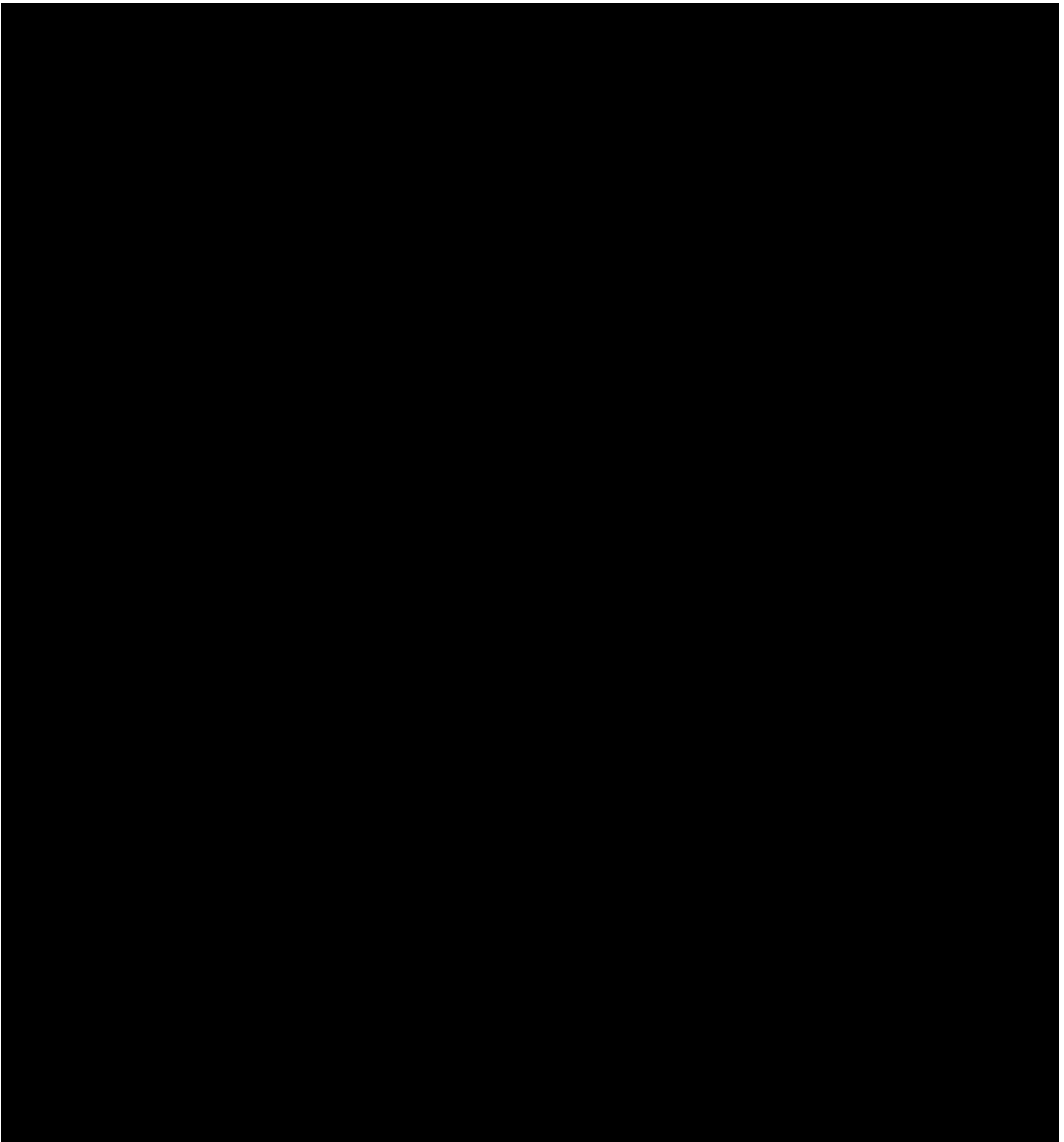


commercial info

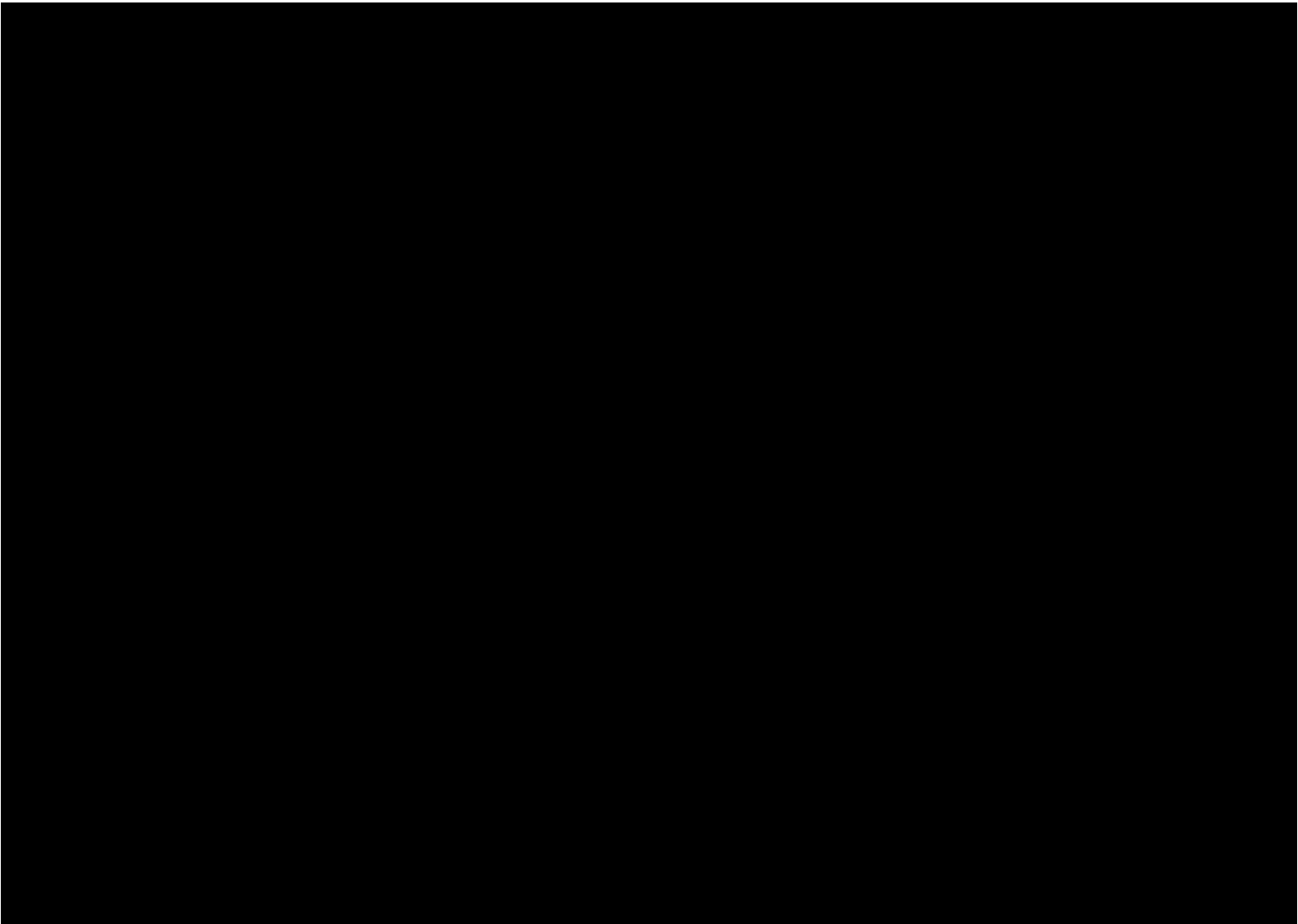
Please find details of the marks allocated to you for Quality and comments as follows:-

£500k - £2M

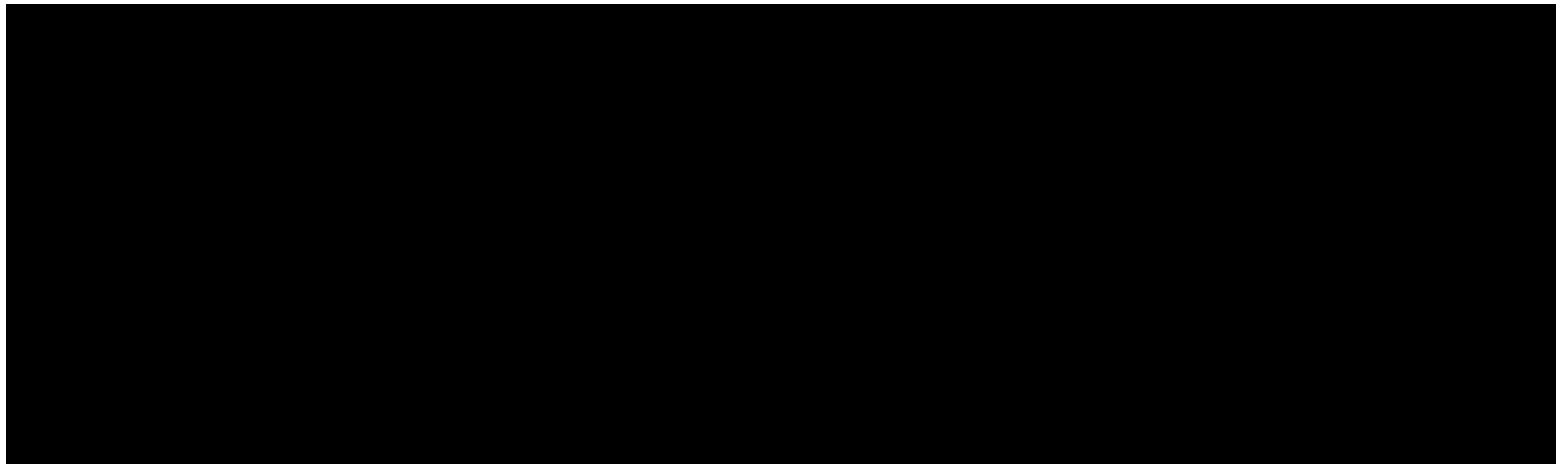


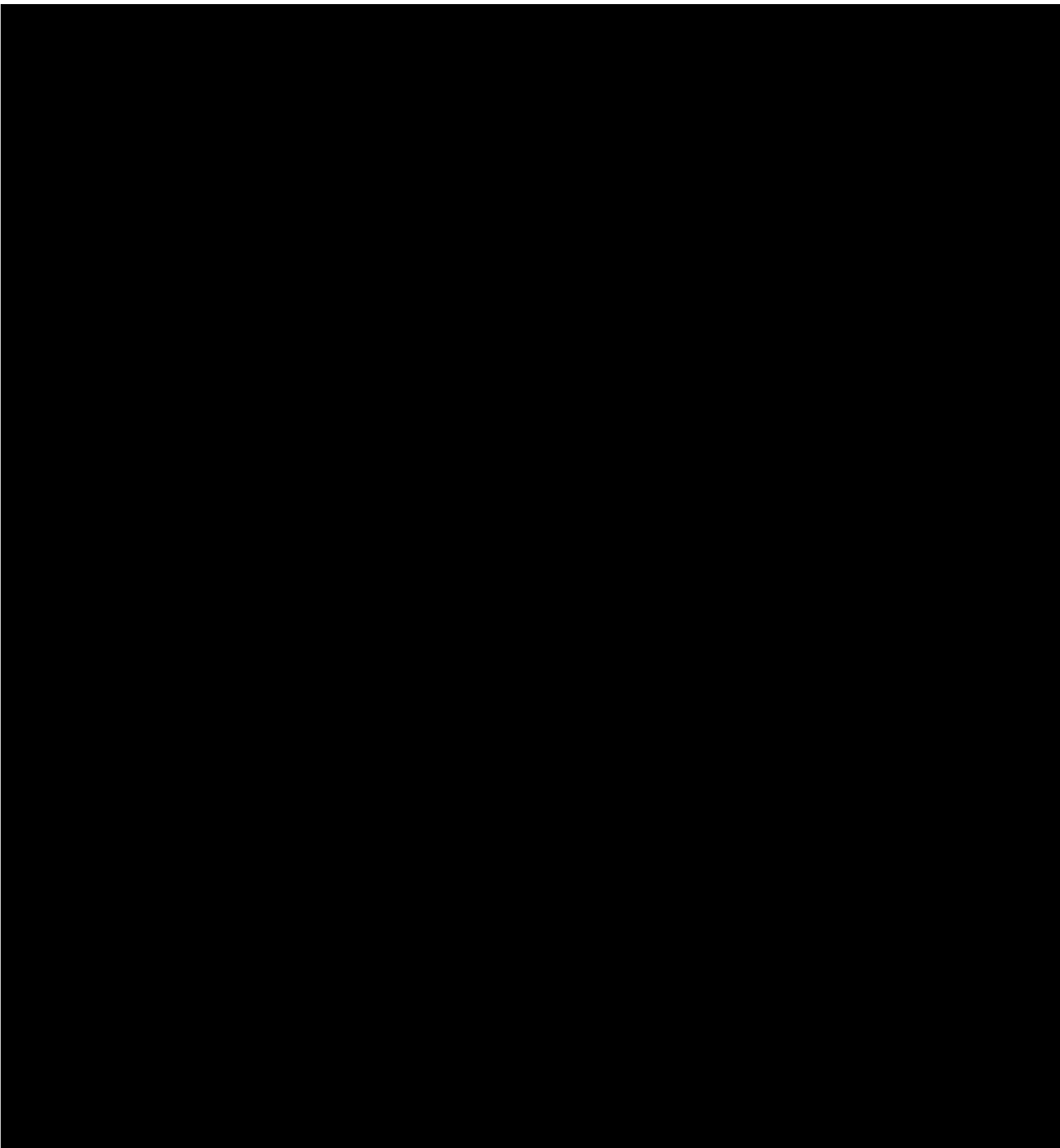


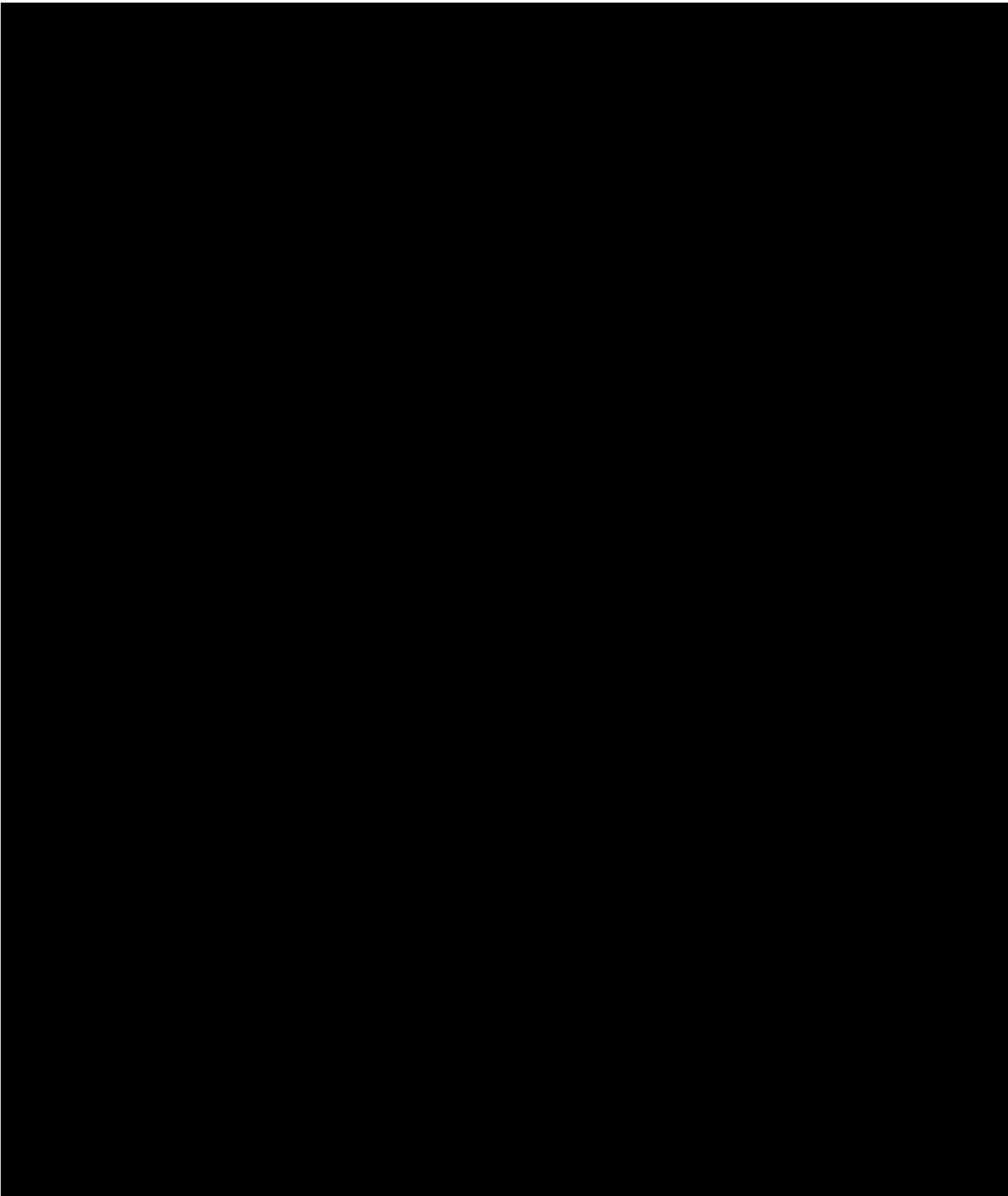
commercial info



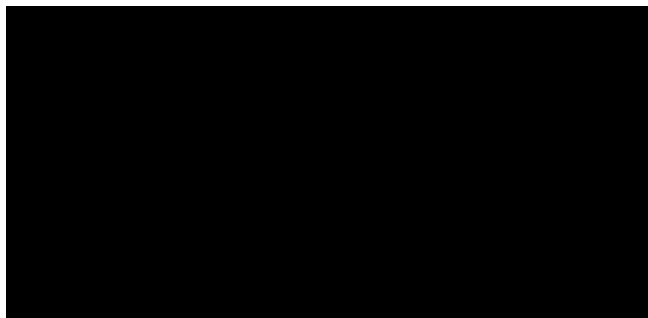
£2M - £4M





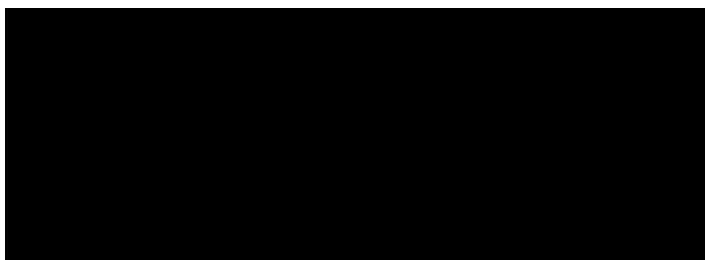


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Morris Property Ltd.
Welsh Bridge
Shrewsbury
SY3 8LH

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

- £170k - £500k
- £500k - £2M
- £2M - £4M

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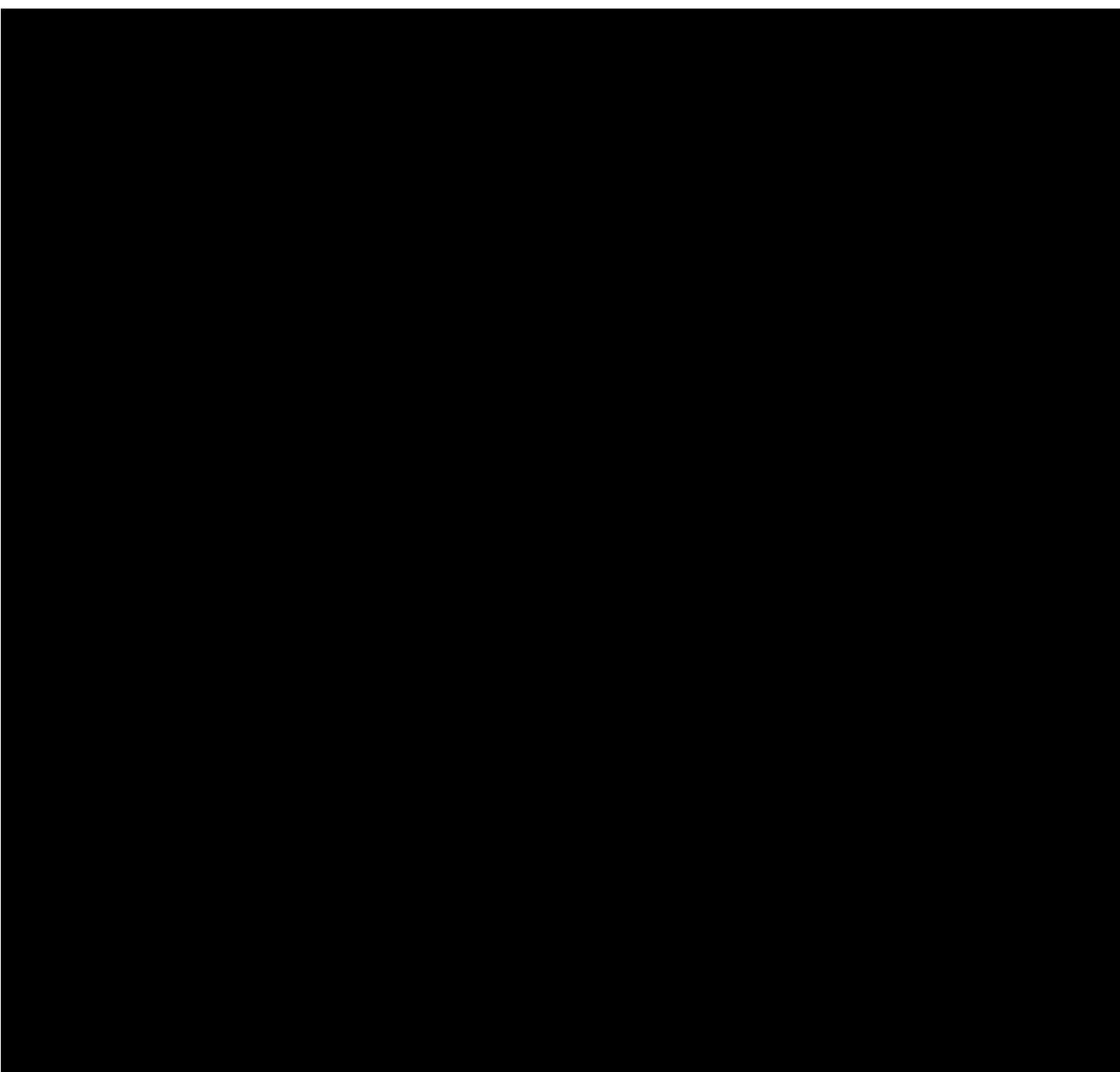
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	■
£500k - £2M	Quality (out of 230 marks)	■
£2M - £4M	Quality (out of 230 marks)	■

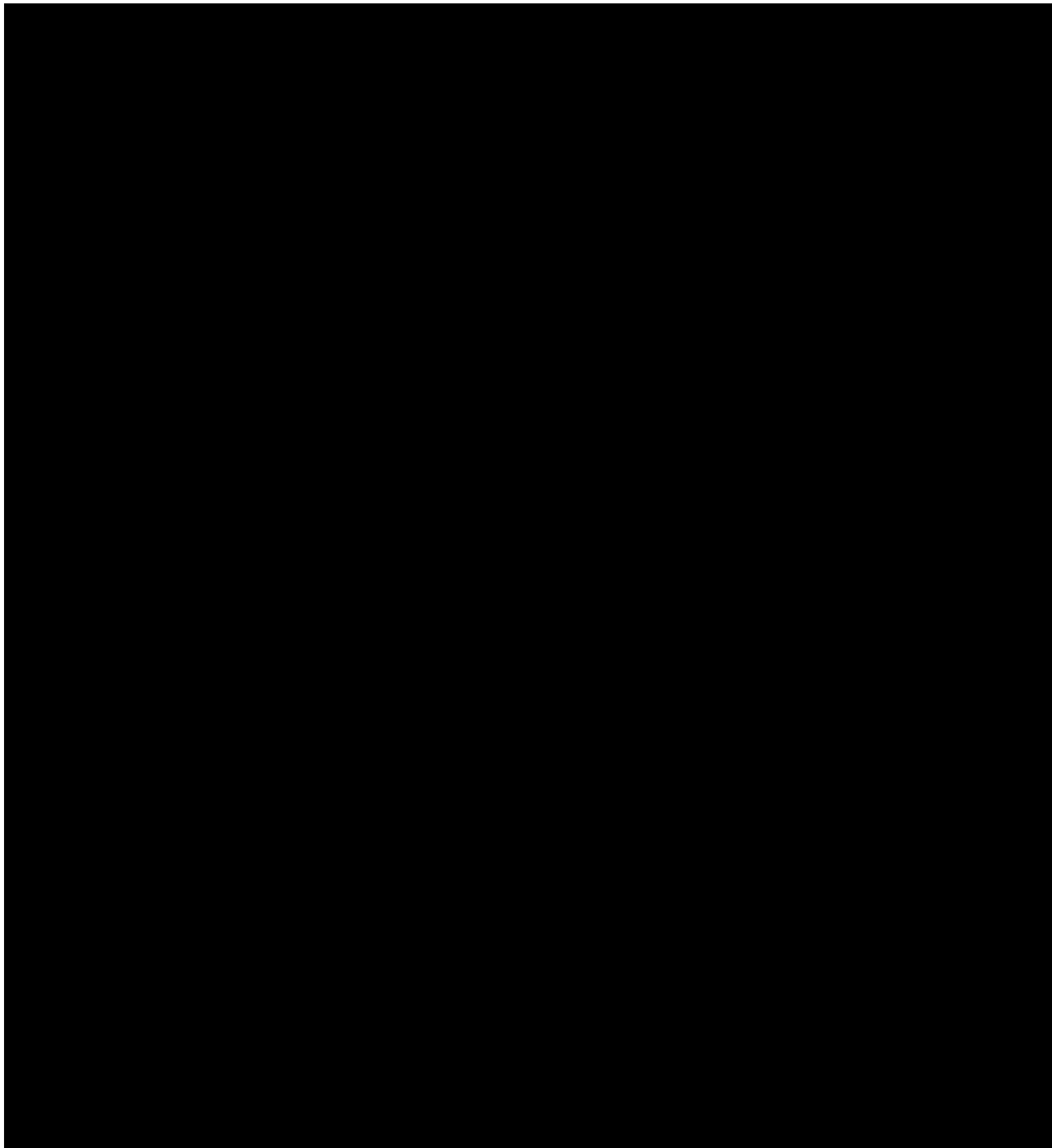


commercial info

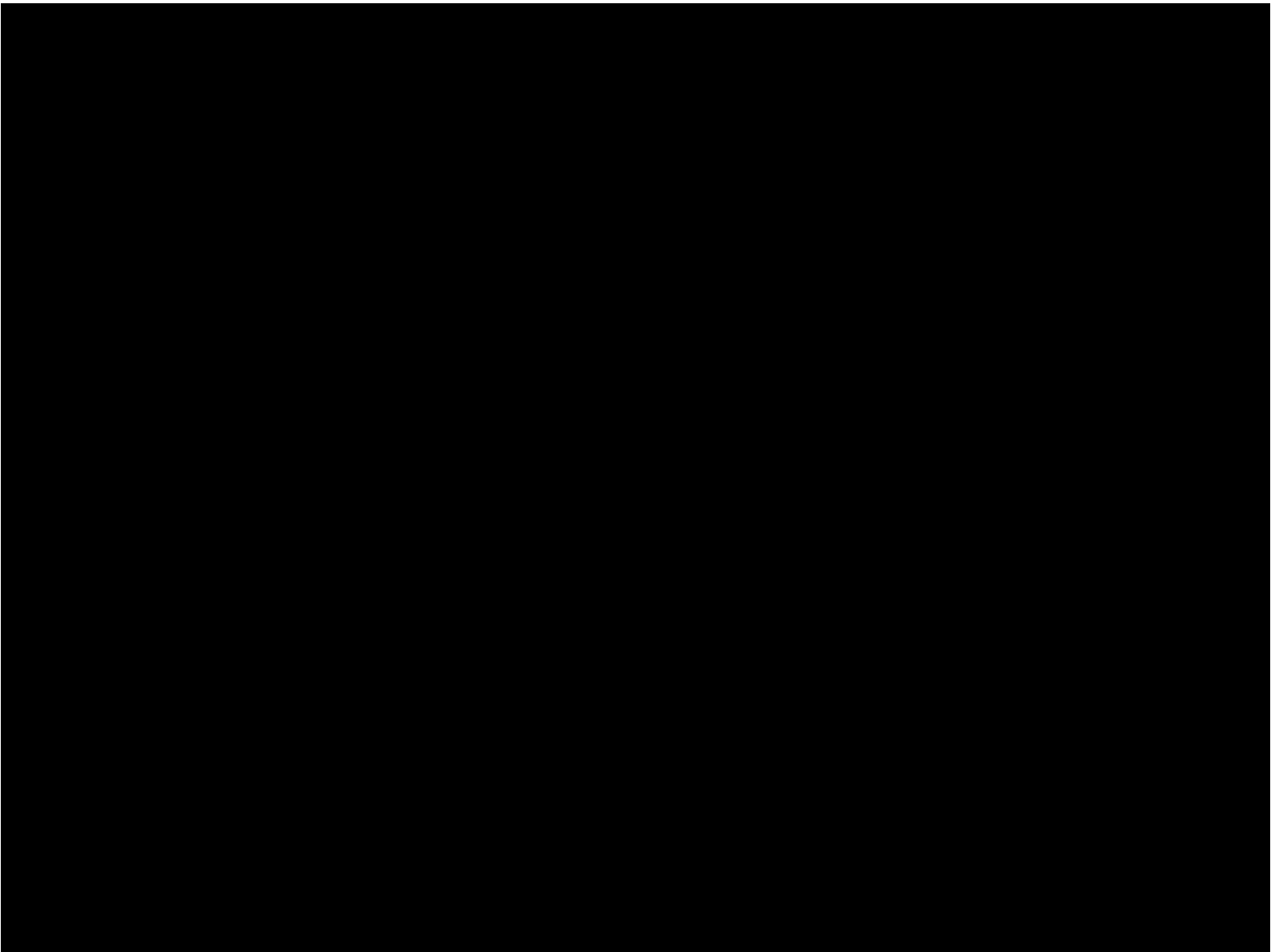
Please find details of the marks allocated to you for Quality and comments as follows:-

£170k - £500k

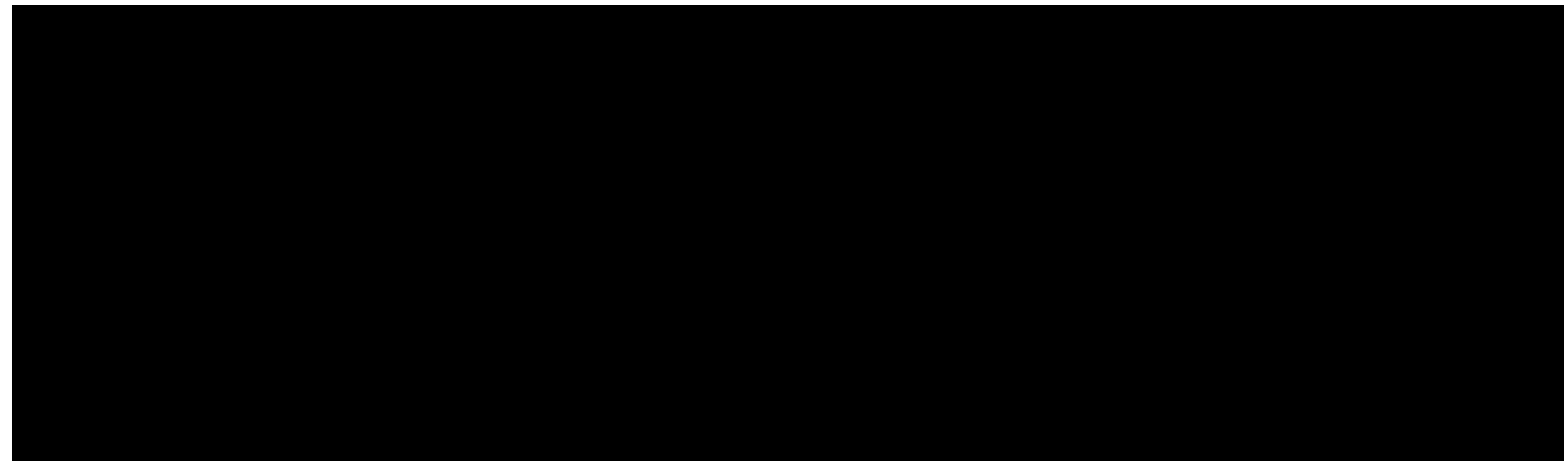


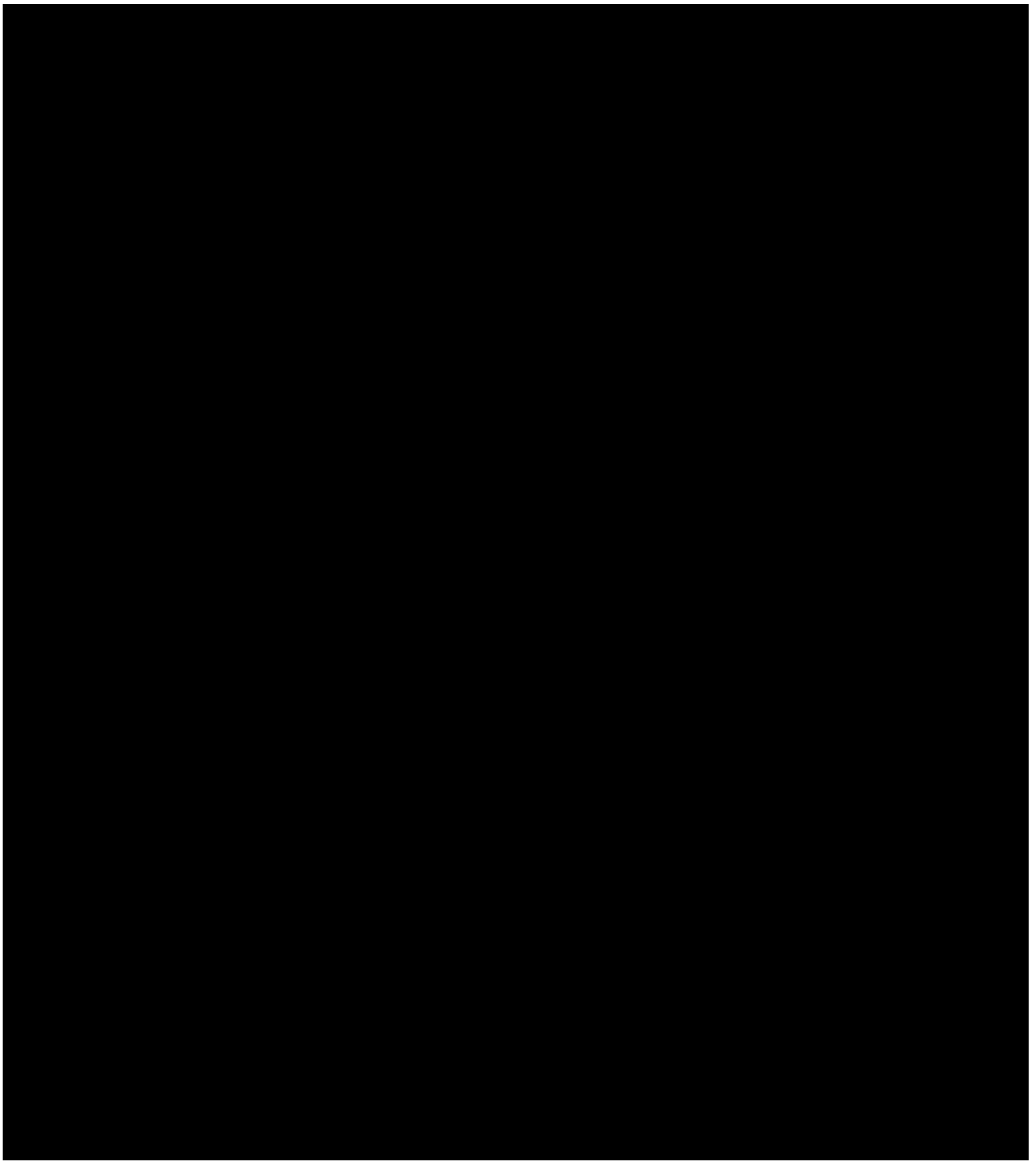


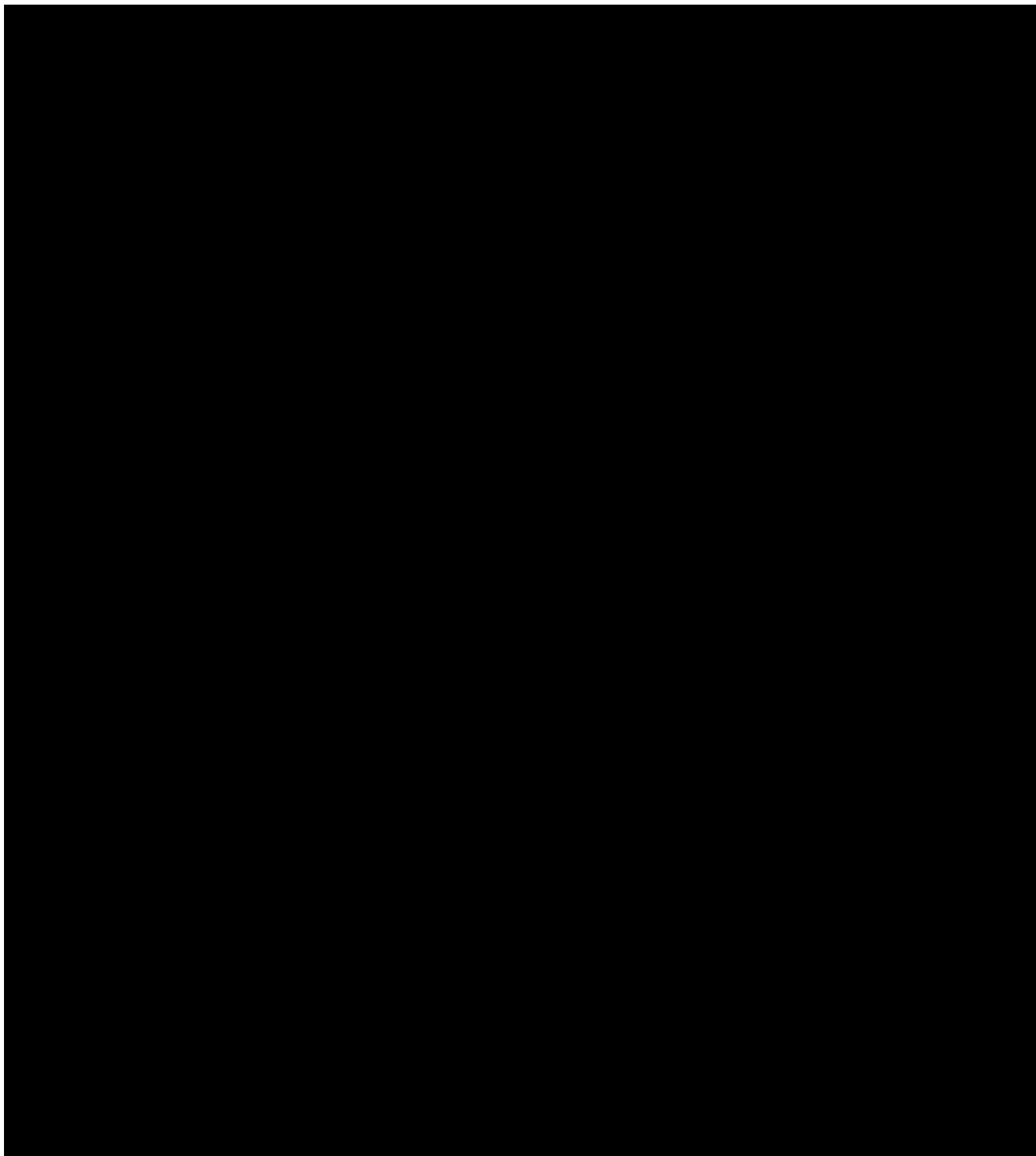
commercial info



£500k - £2M

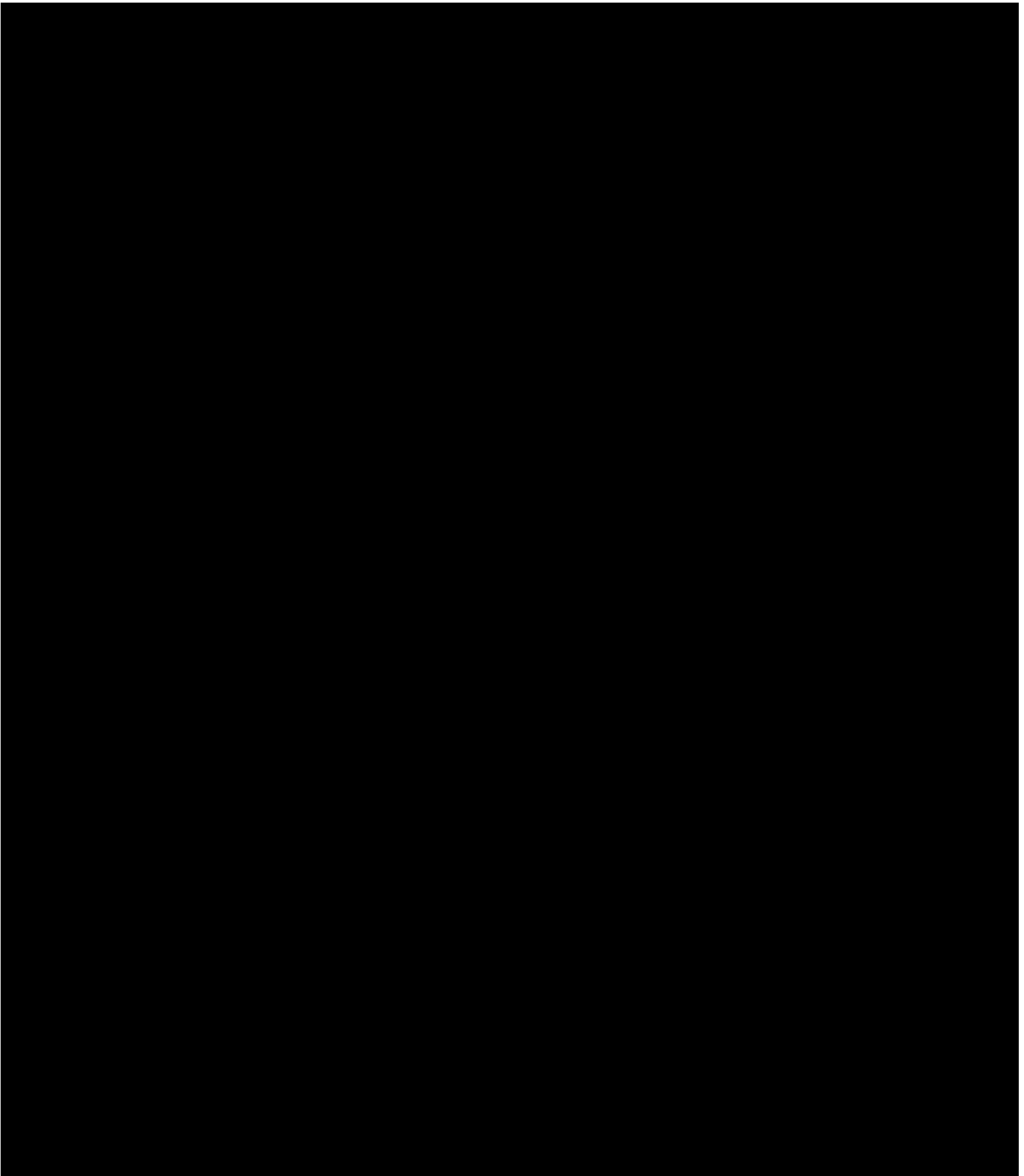


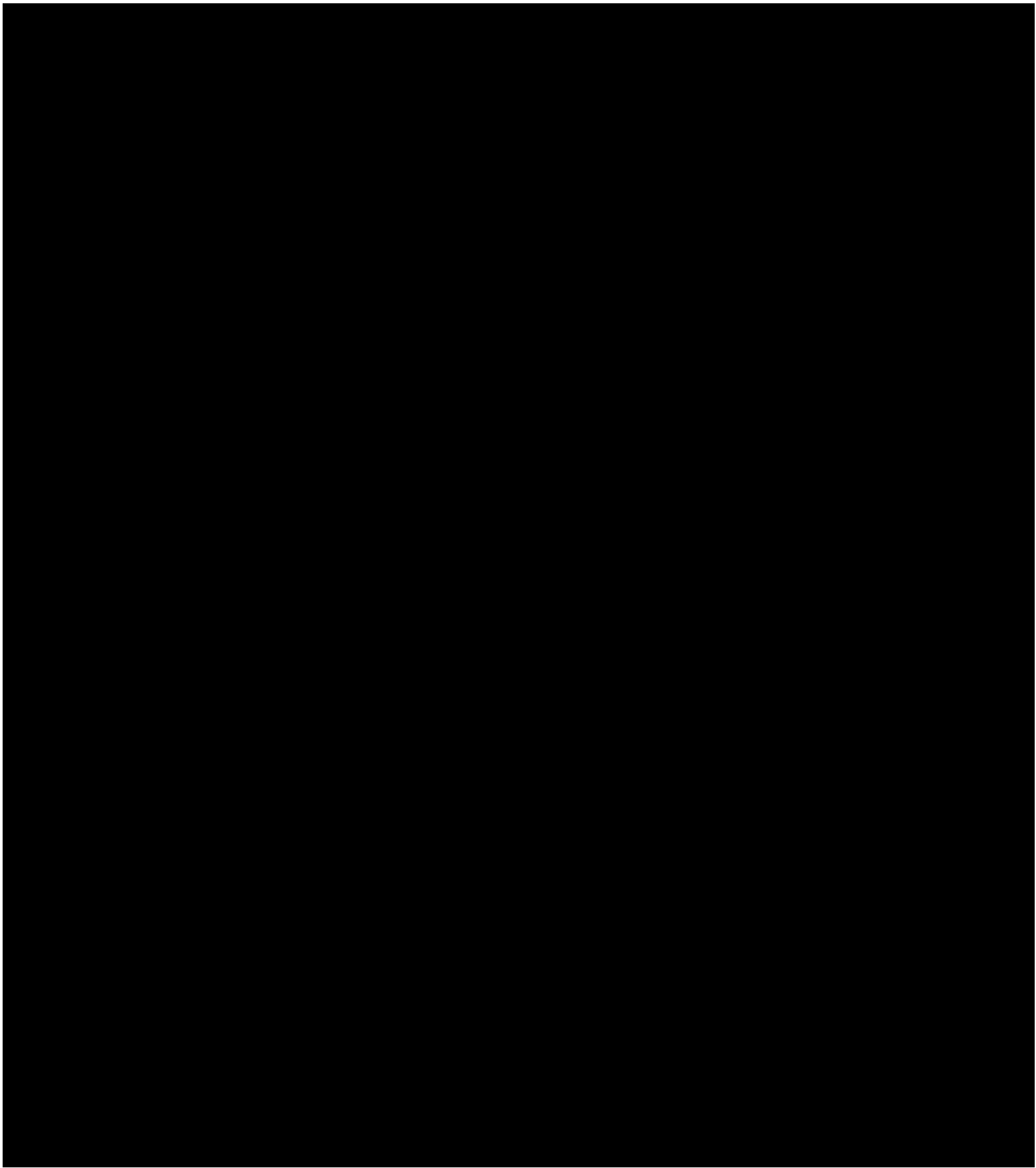




commercial info

£2M - £4M



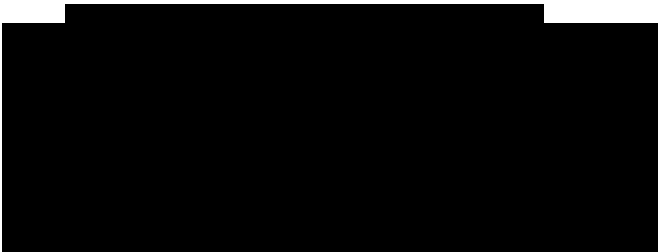


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Pave-Aways Limited
Avenue Mill
Knockin
Oswestry
SY10 8HQ

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

Date: 30th September 2015

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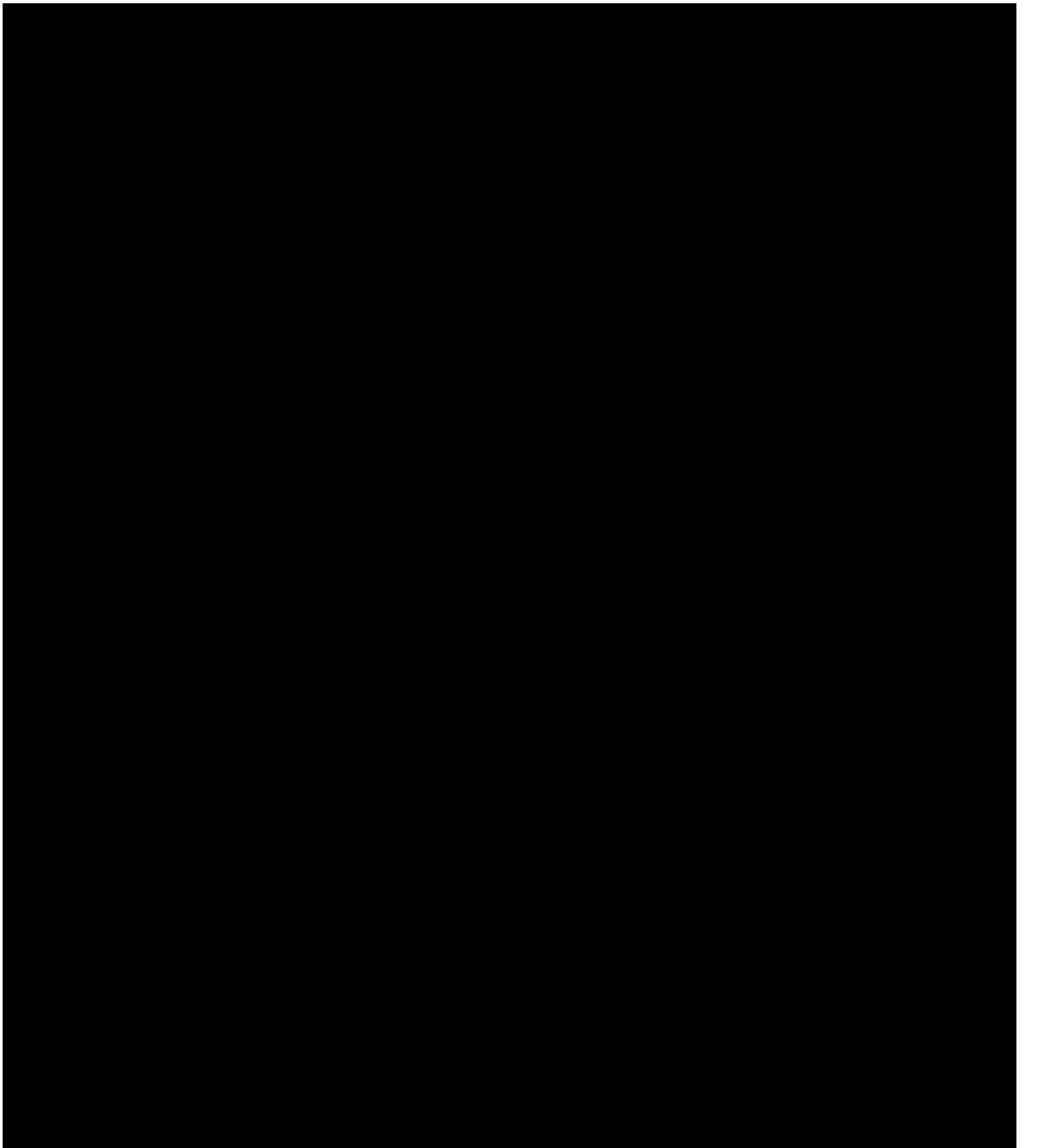
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	■
£500k - £2M	Quality (out of 230 marks)	■
£2M - £4M	Quality (out of 230 marks)	■

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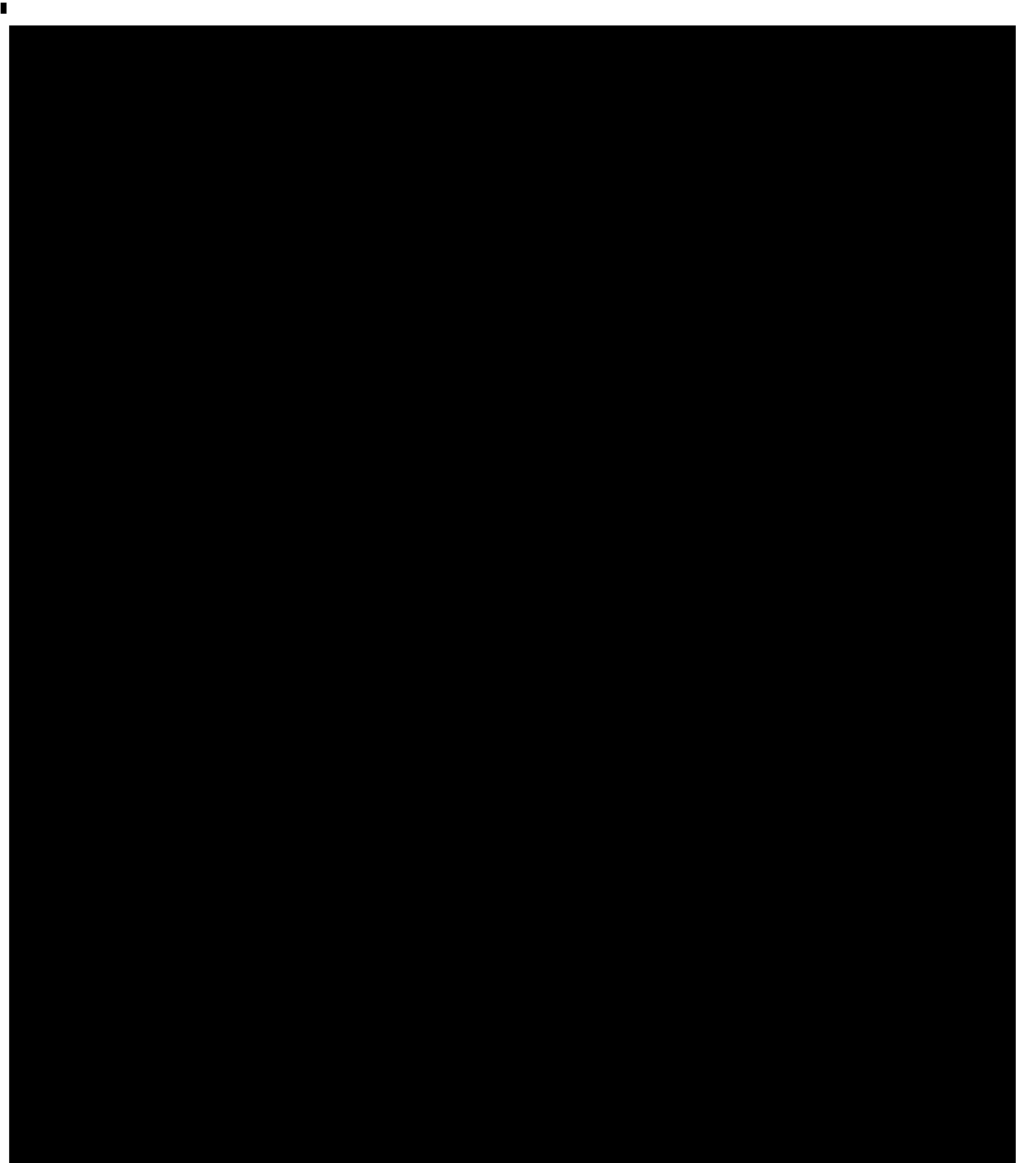


commercial info

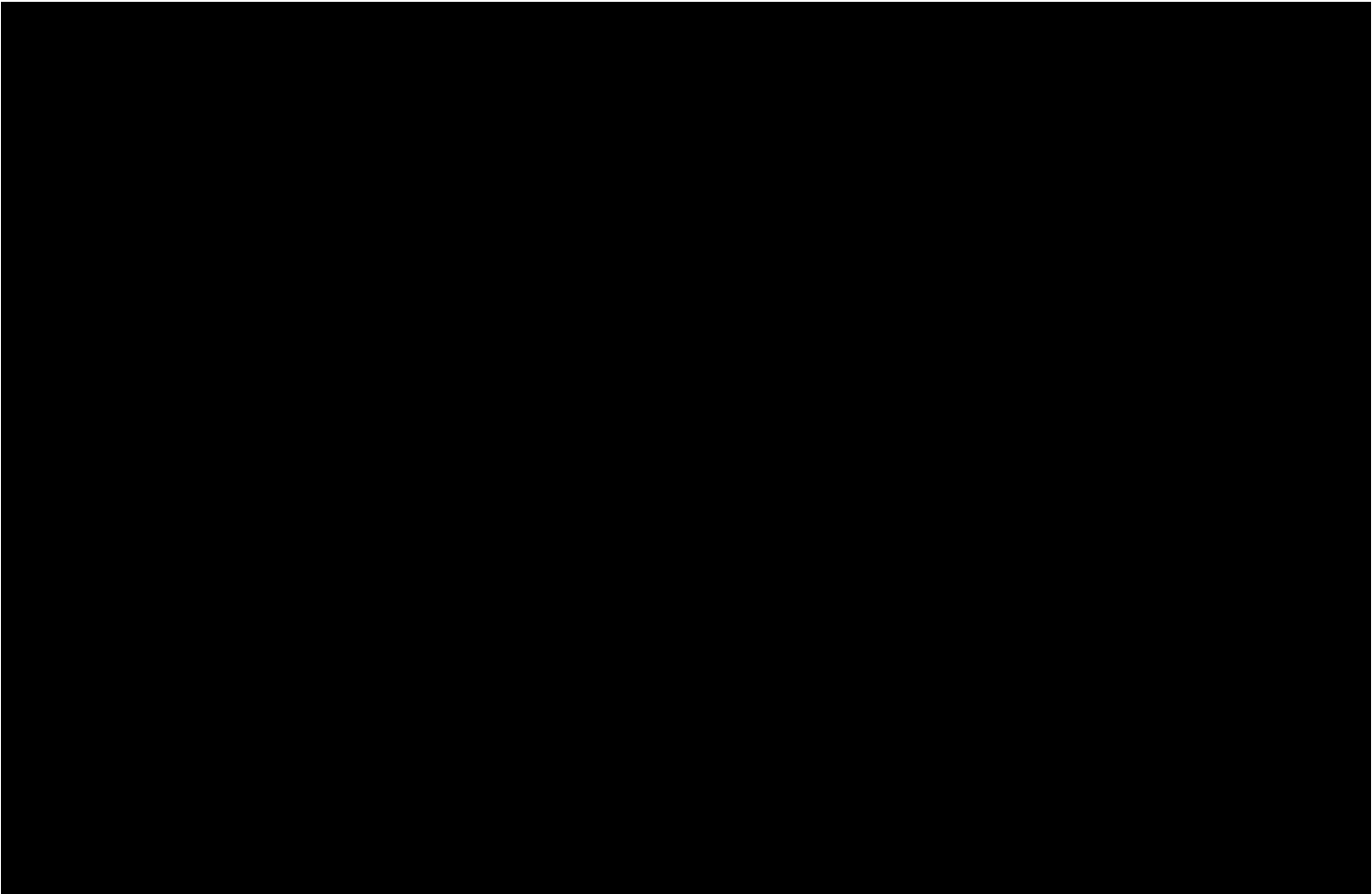
£170k - £500k



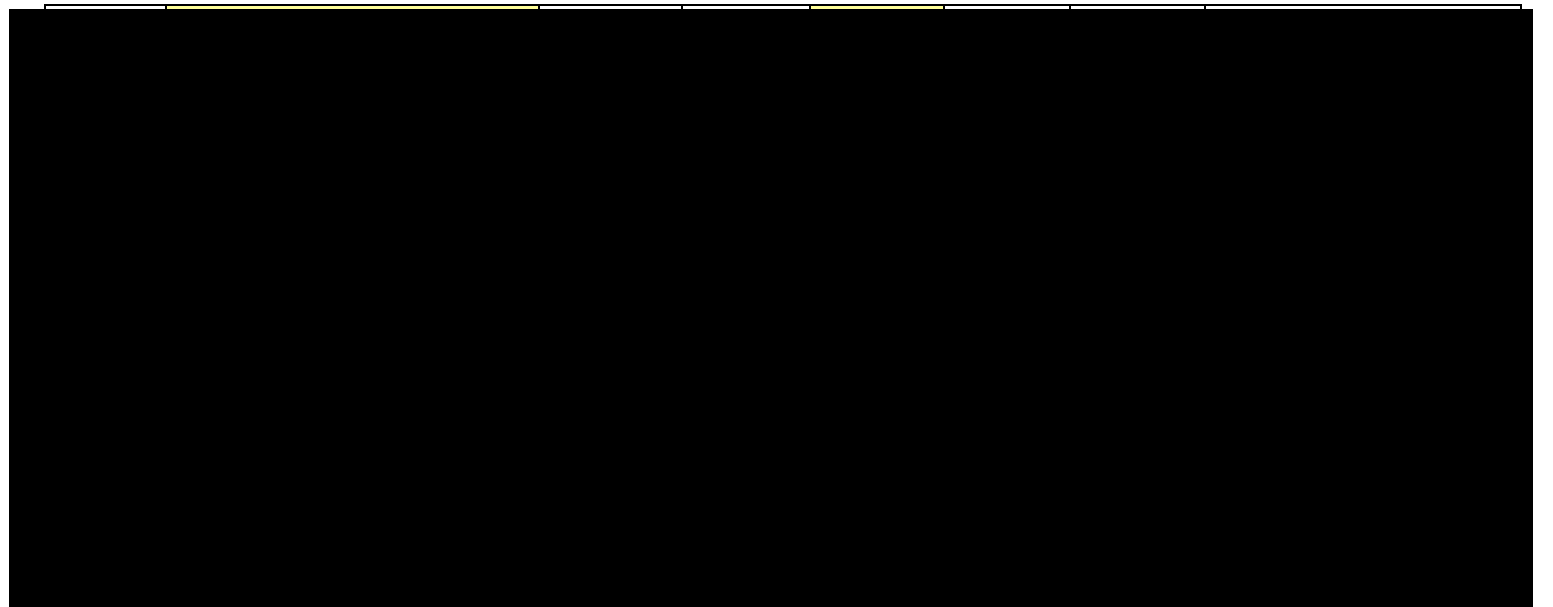
commercial info

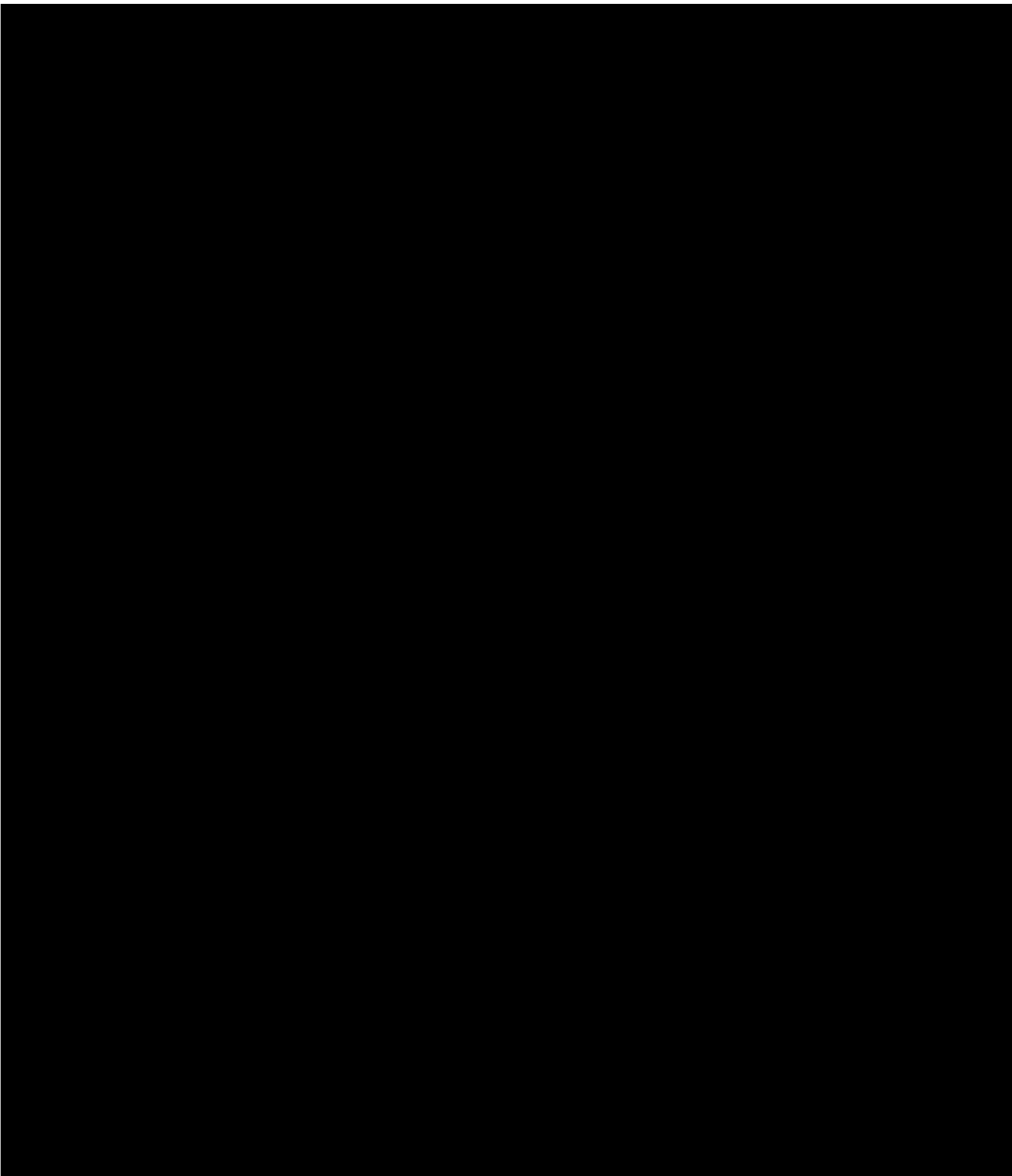


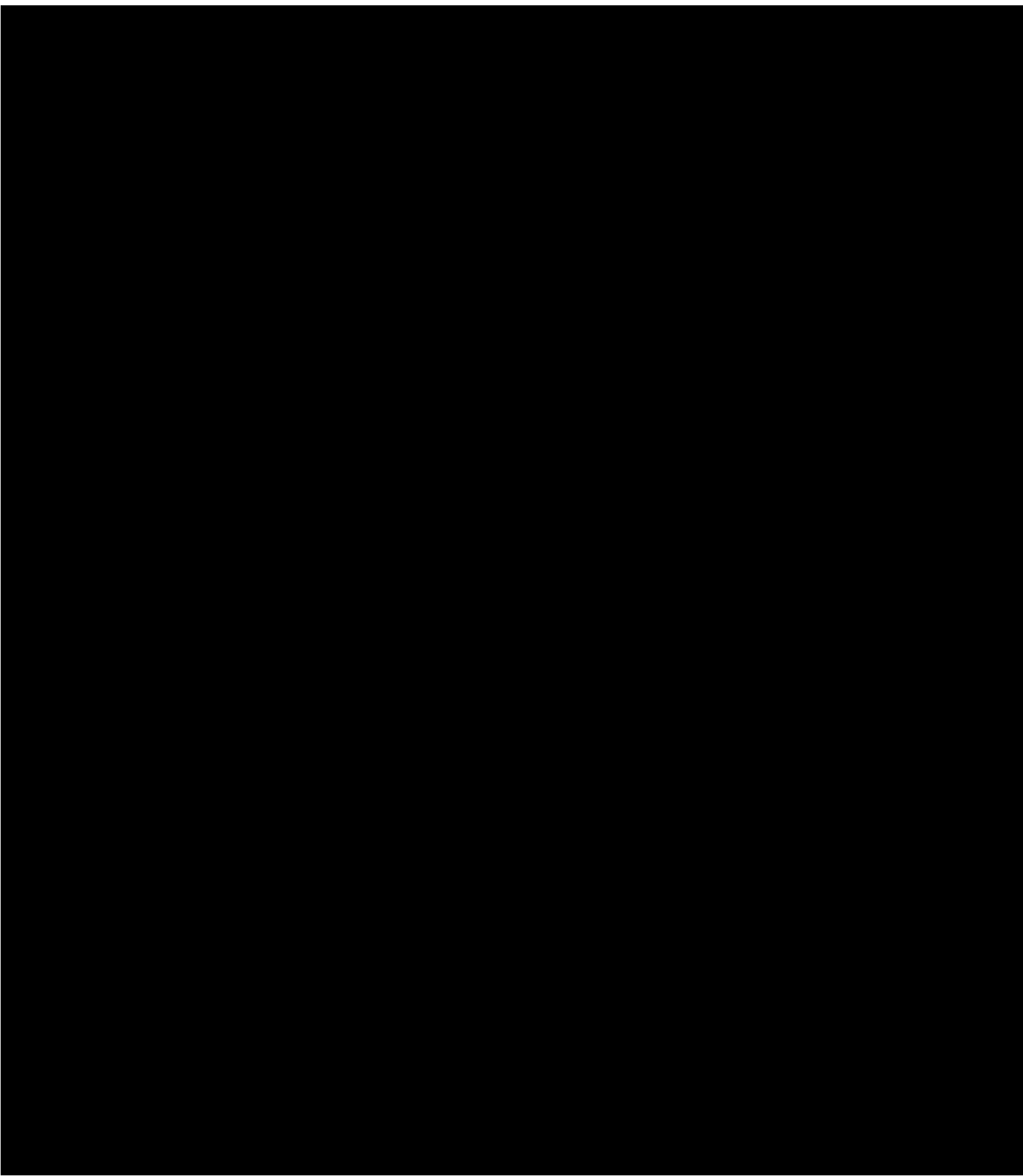
commercial info



£500k - £2M



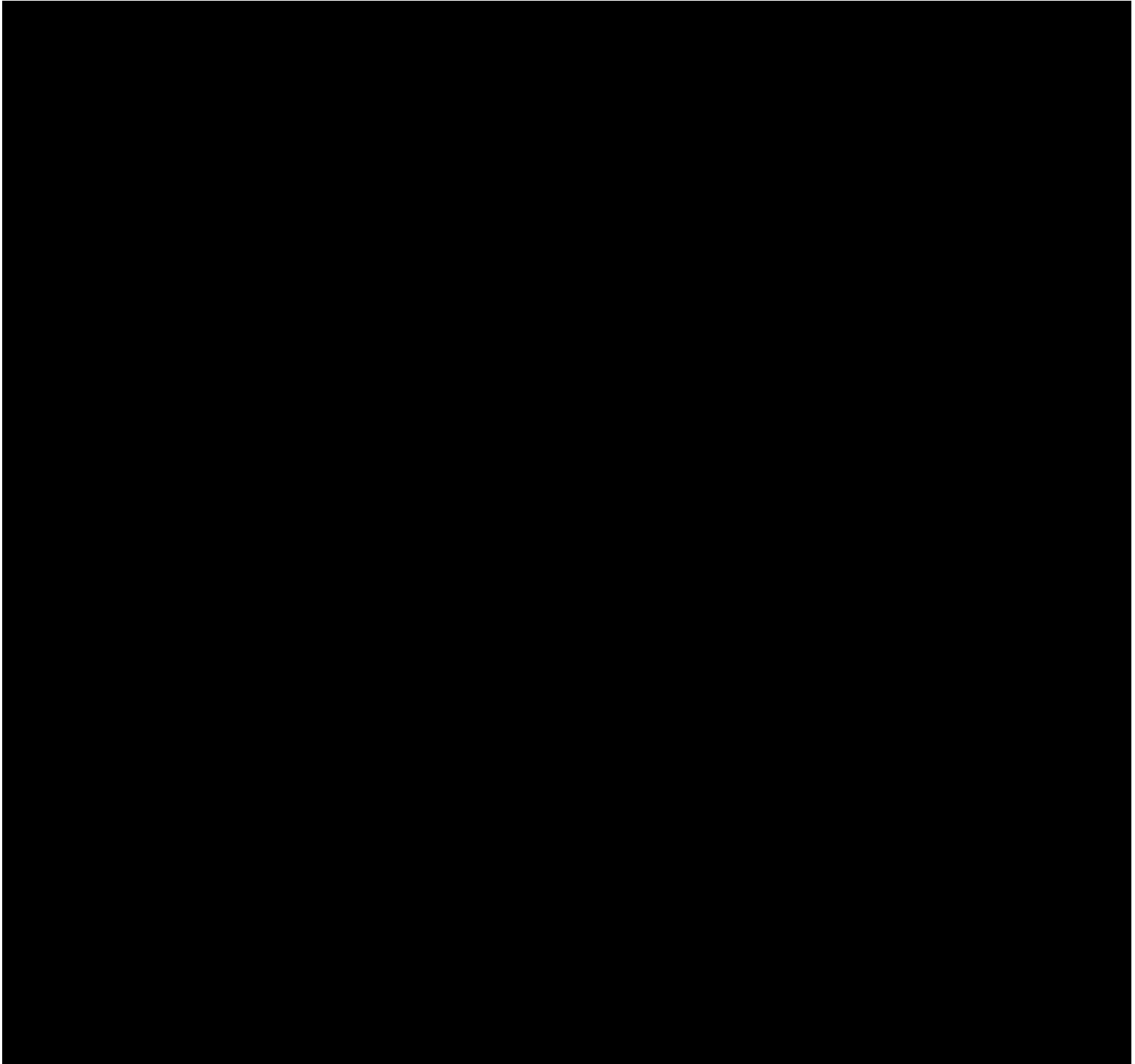


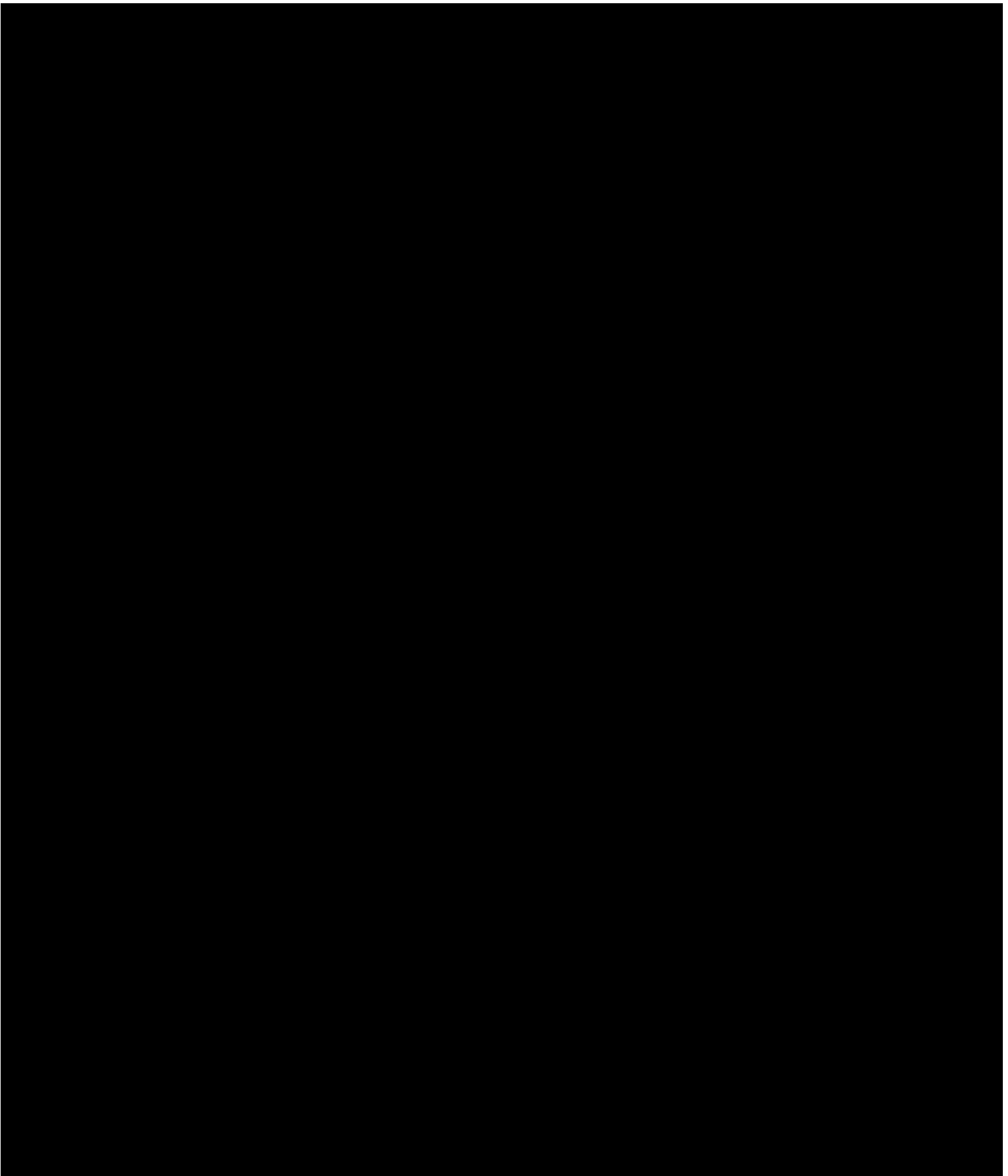


commercial info

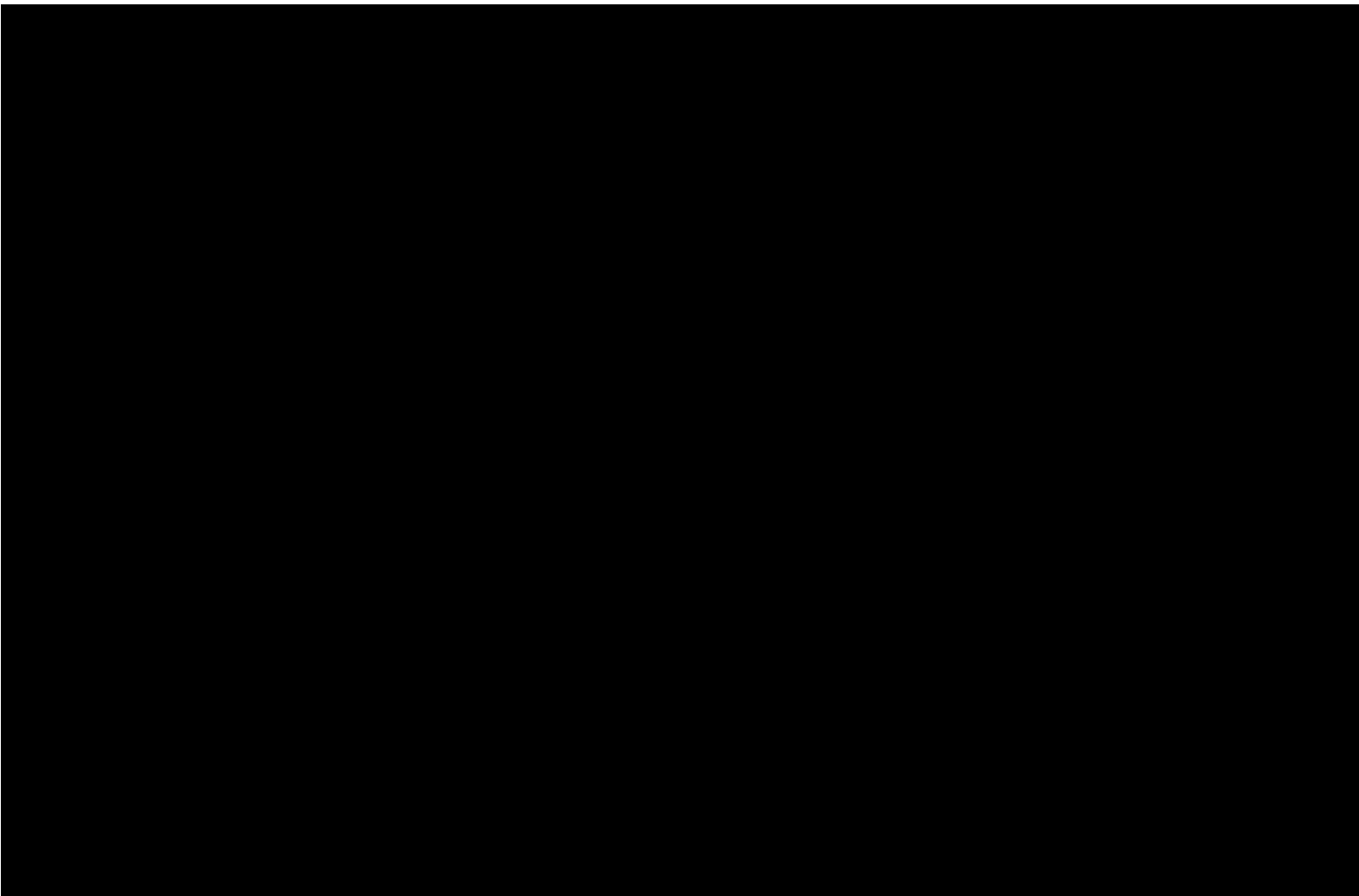


£2M - £4M



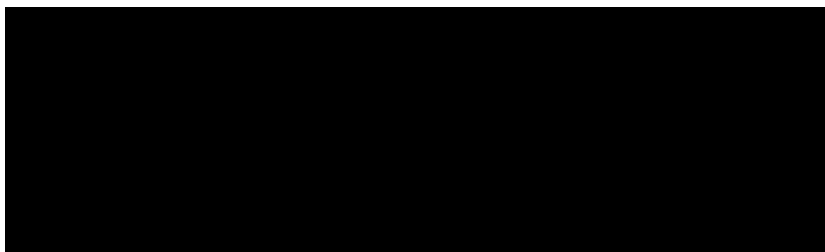


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council



personal & commercial info

Read Construction Holdings LTD
Enterprise Centre
Blast Road
Brymbo
Wrexham
LL11 5BT
Emailed to: [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 30th September 2015

Dear Sirs

IMC 167 - CONSTRUCTION FRAMEWORK 2015 SUBJECT TO CONTRACT

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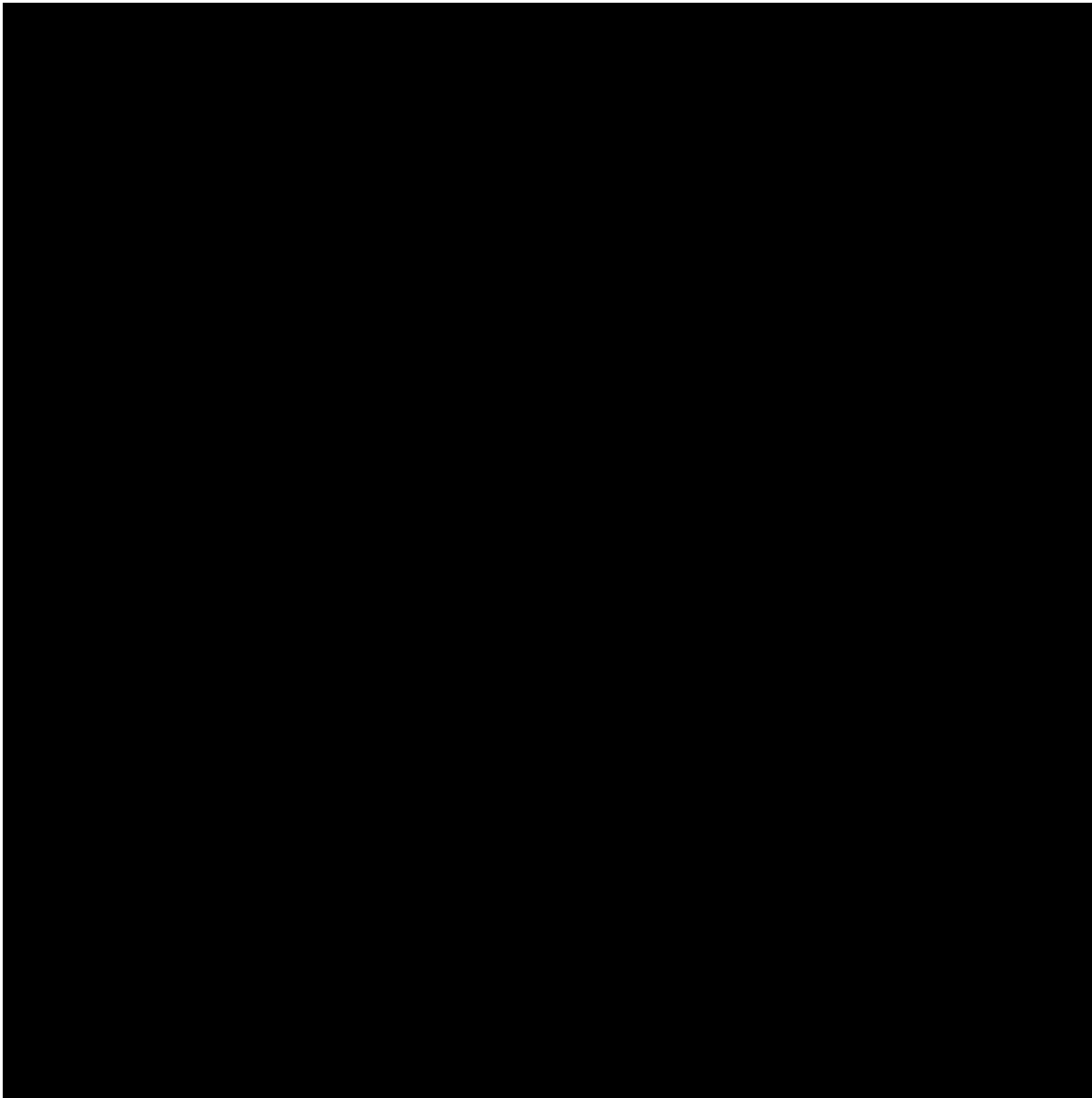
Value Band	Criteria	Your Weighted Score
£170k - £500k	Quality (out of 230 marks)	■
£500k - £2M	Quality (out of 230 marks)	■
£2M - £4M	Quality (out of 230 marks)	■

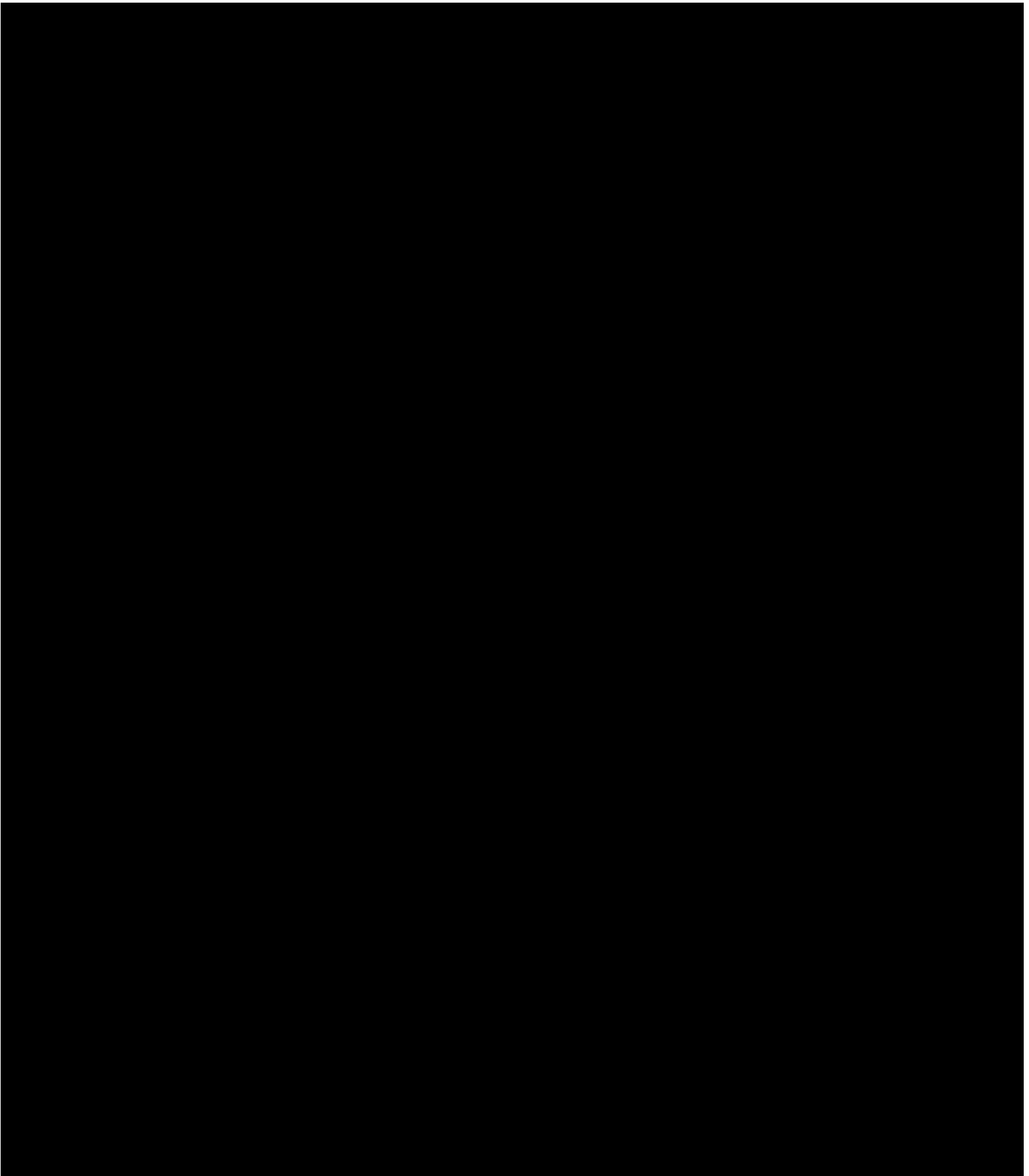


commercial info

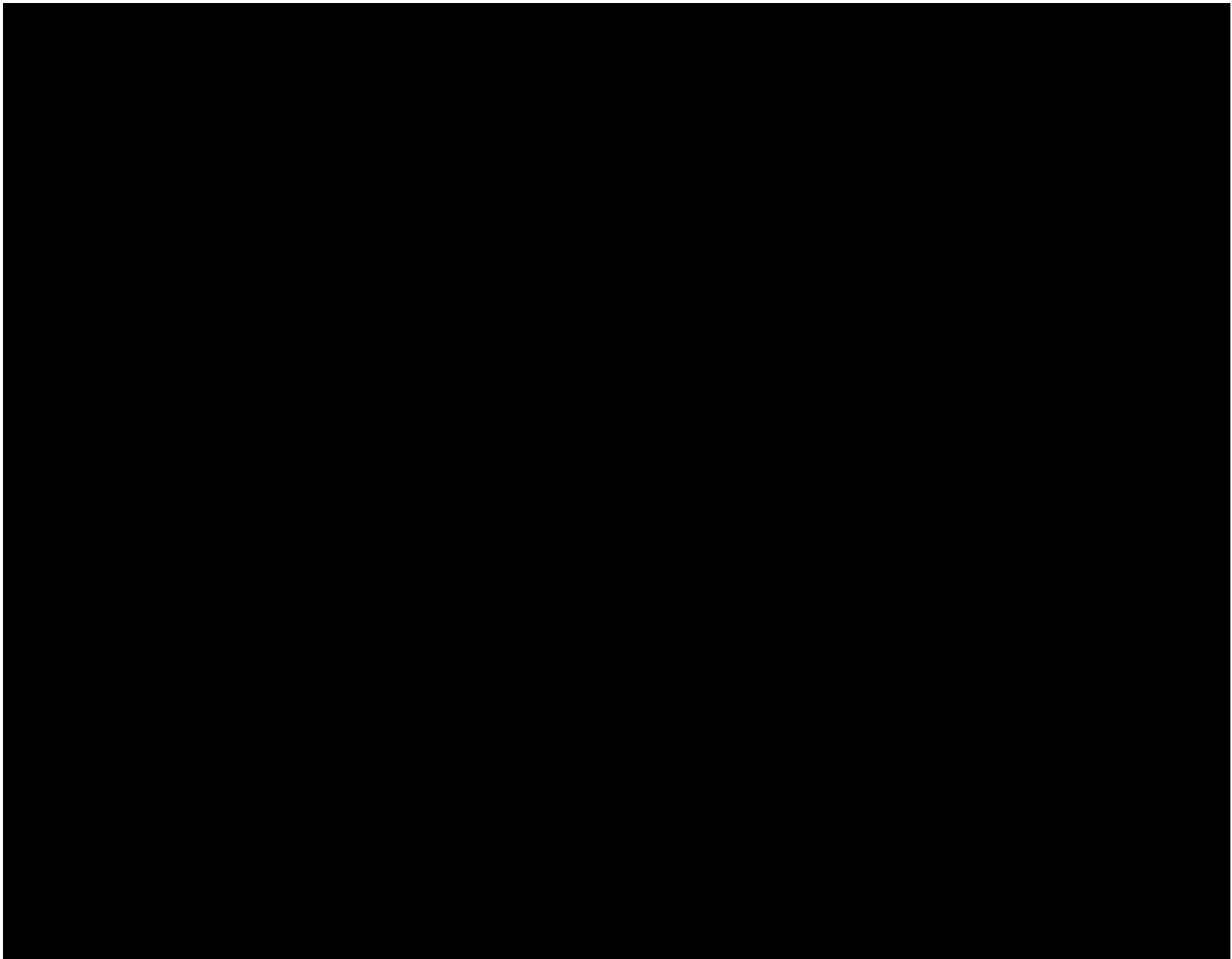
Please find details of the marks allocated to you for Quality and comments as follows:-

£170k - £500k

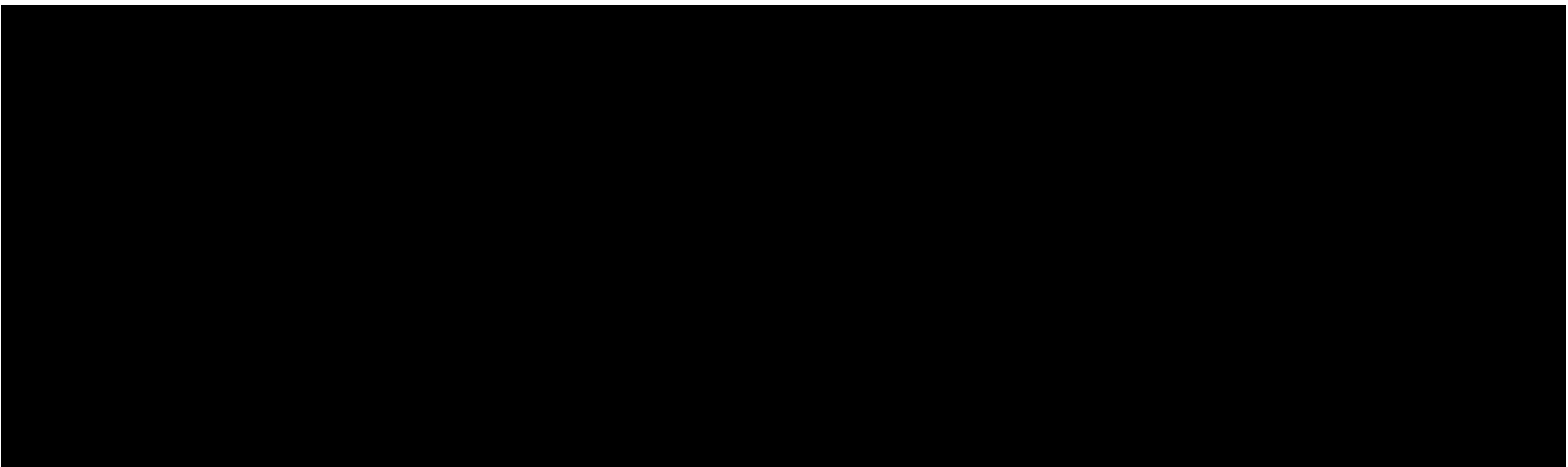


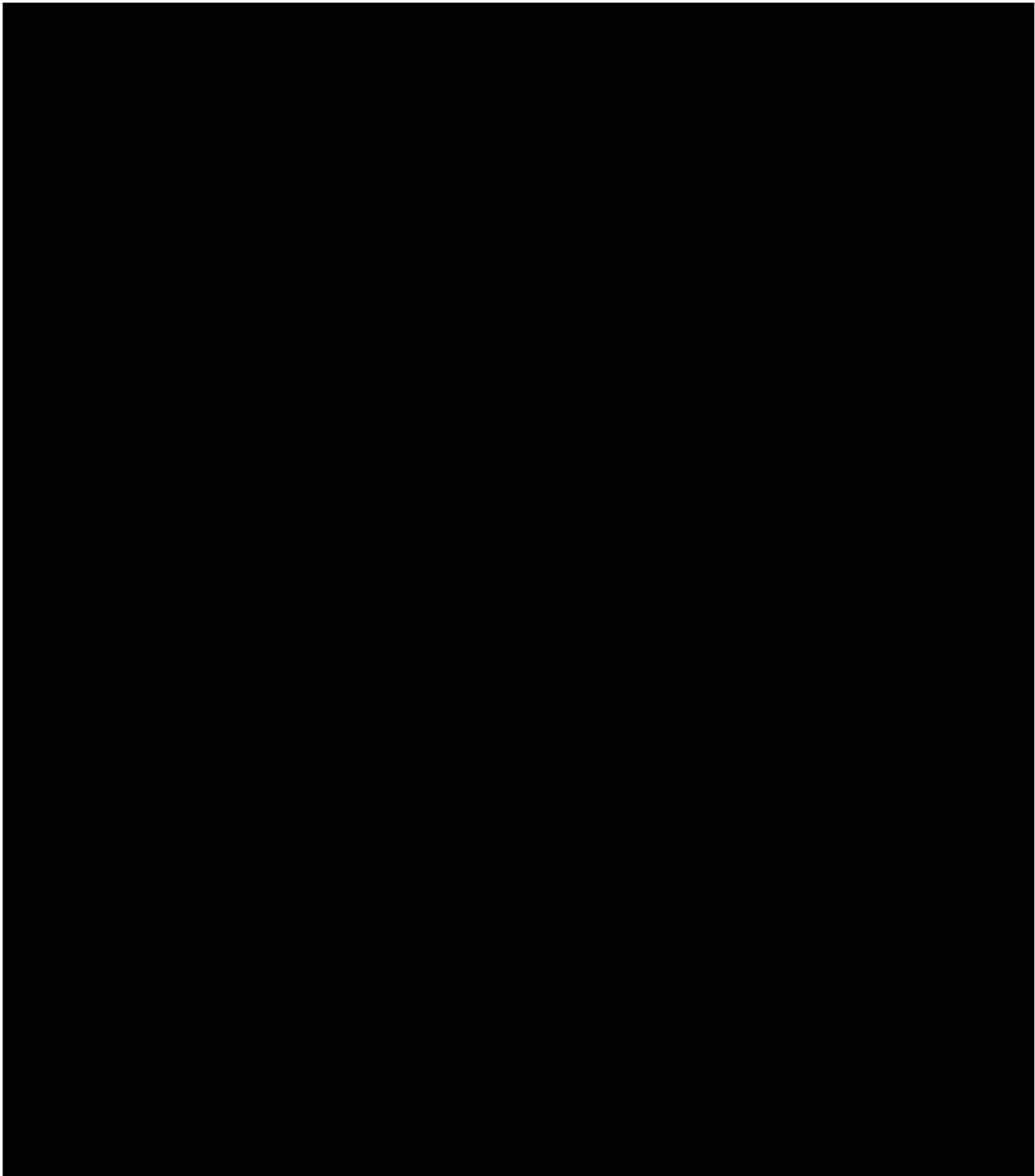


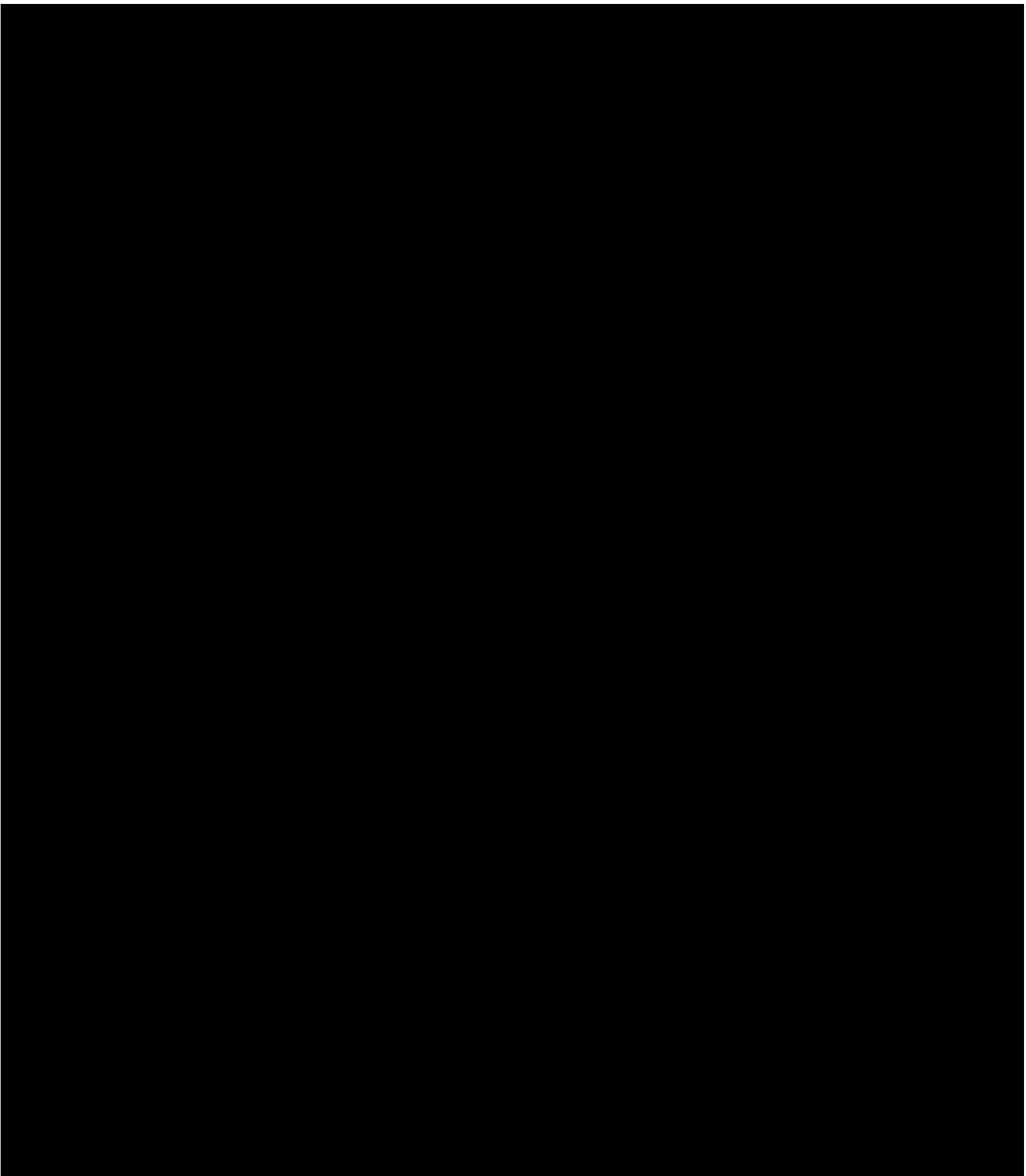
commercial info



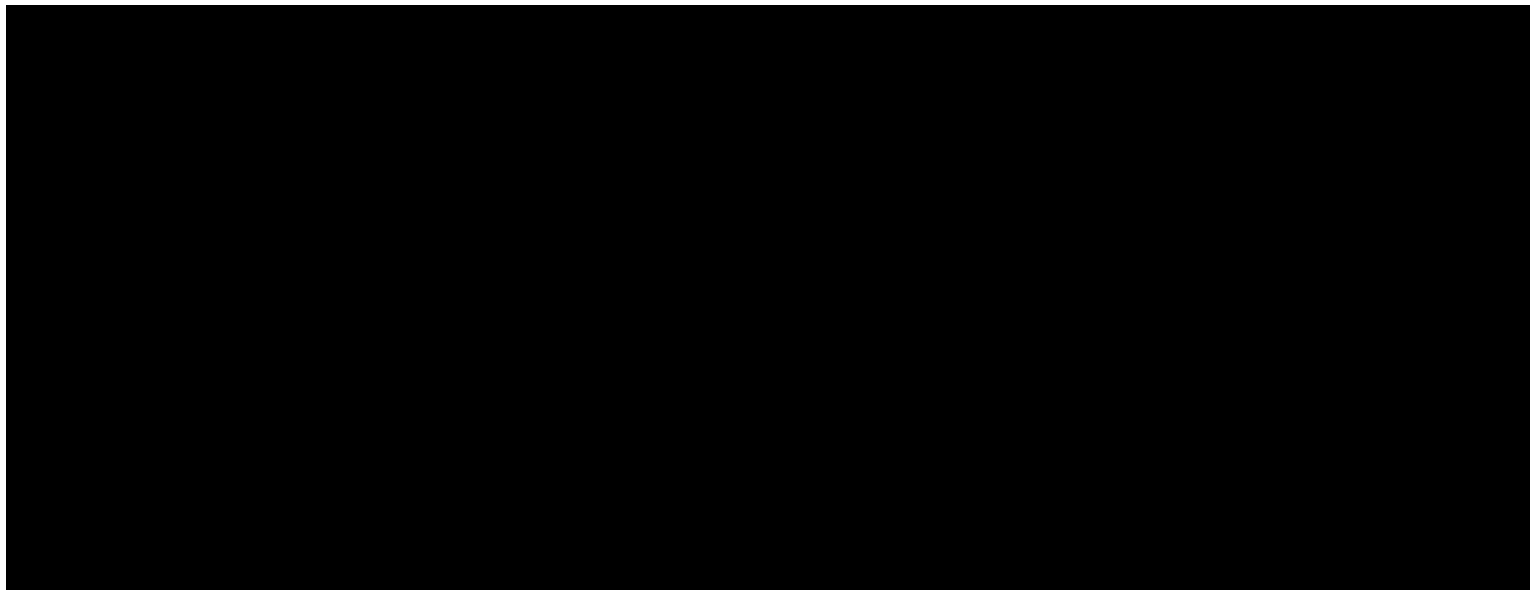
£500k - £2M



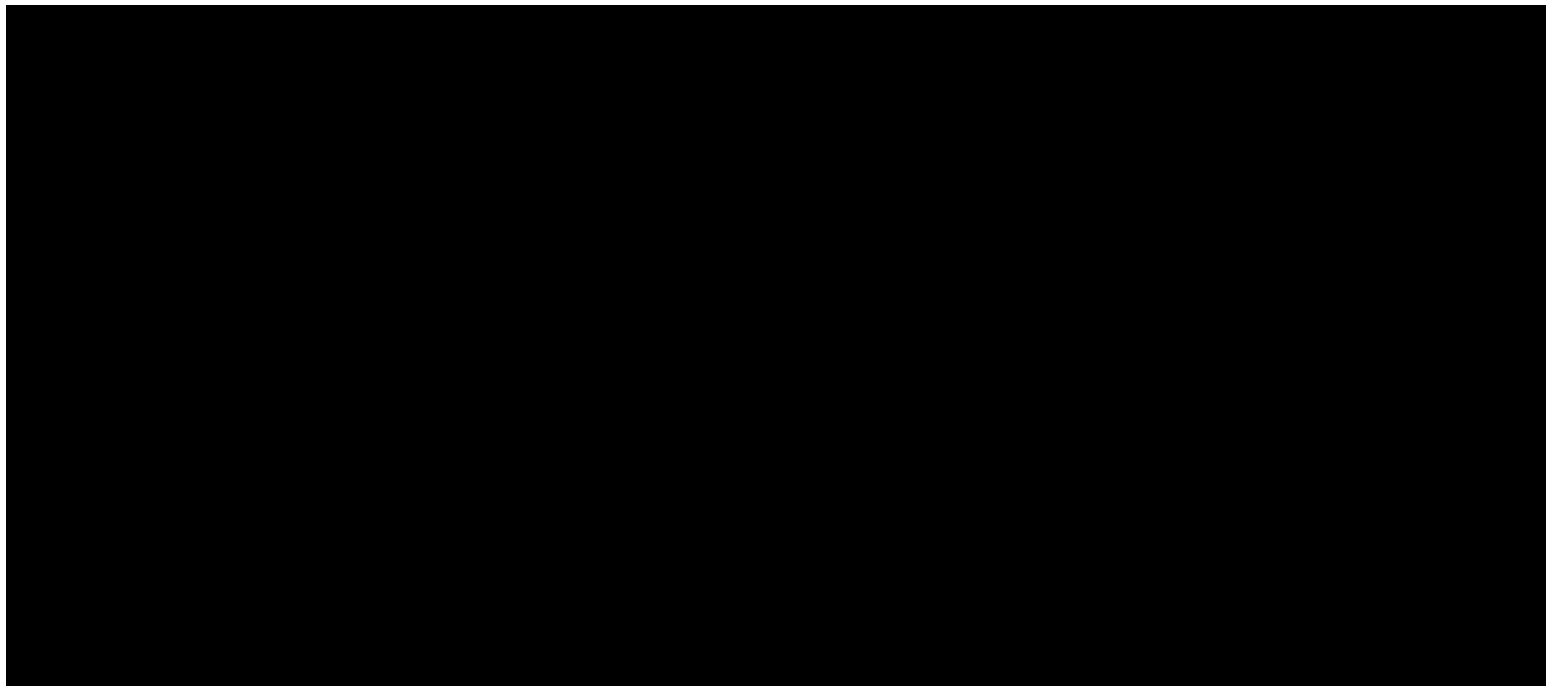


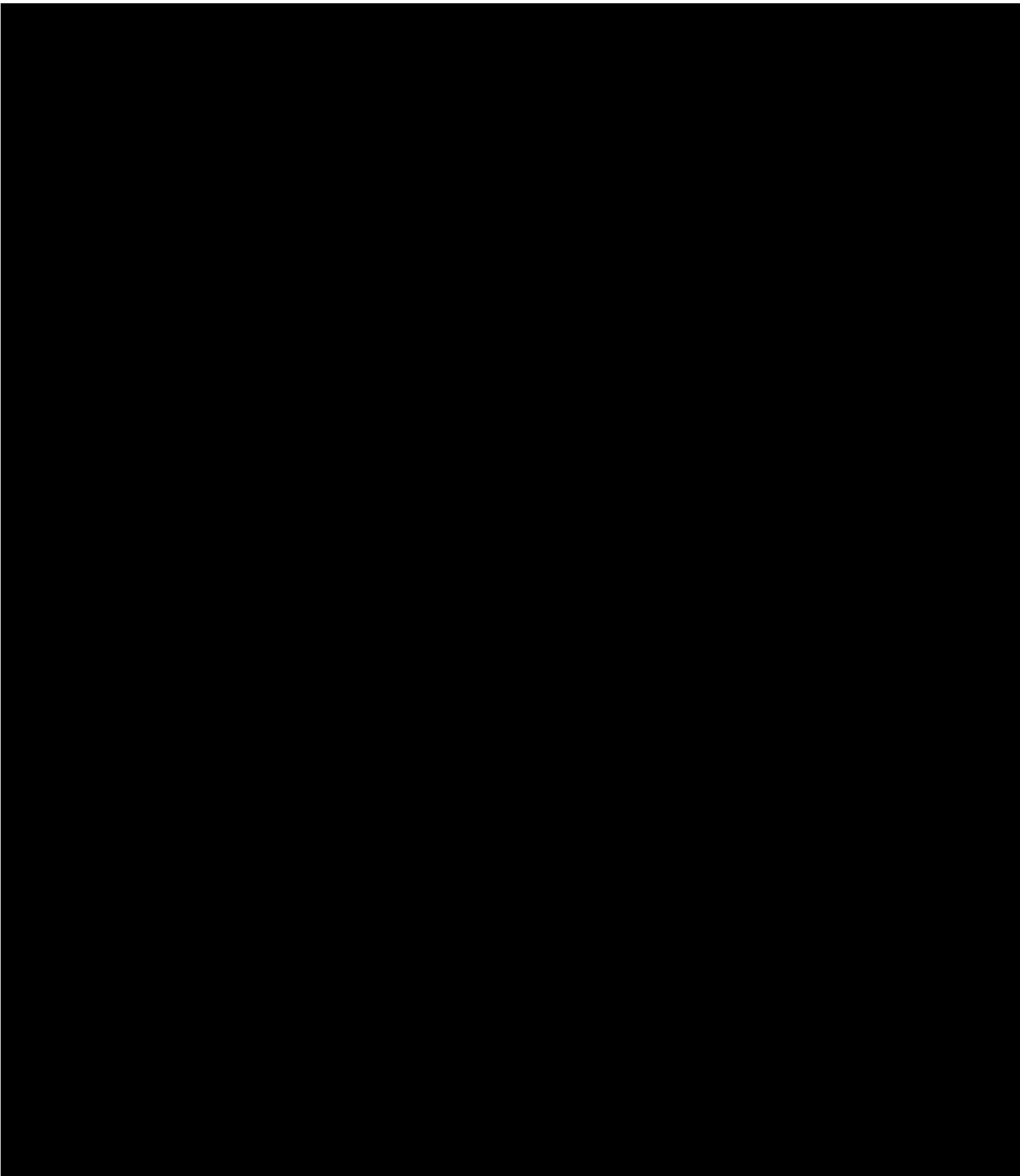


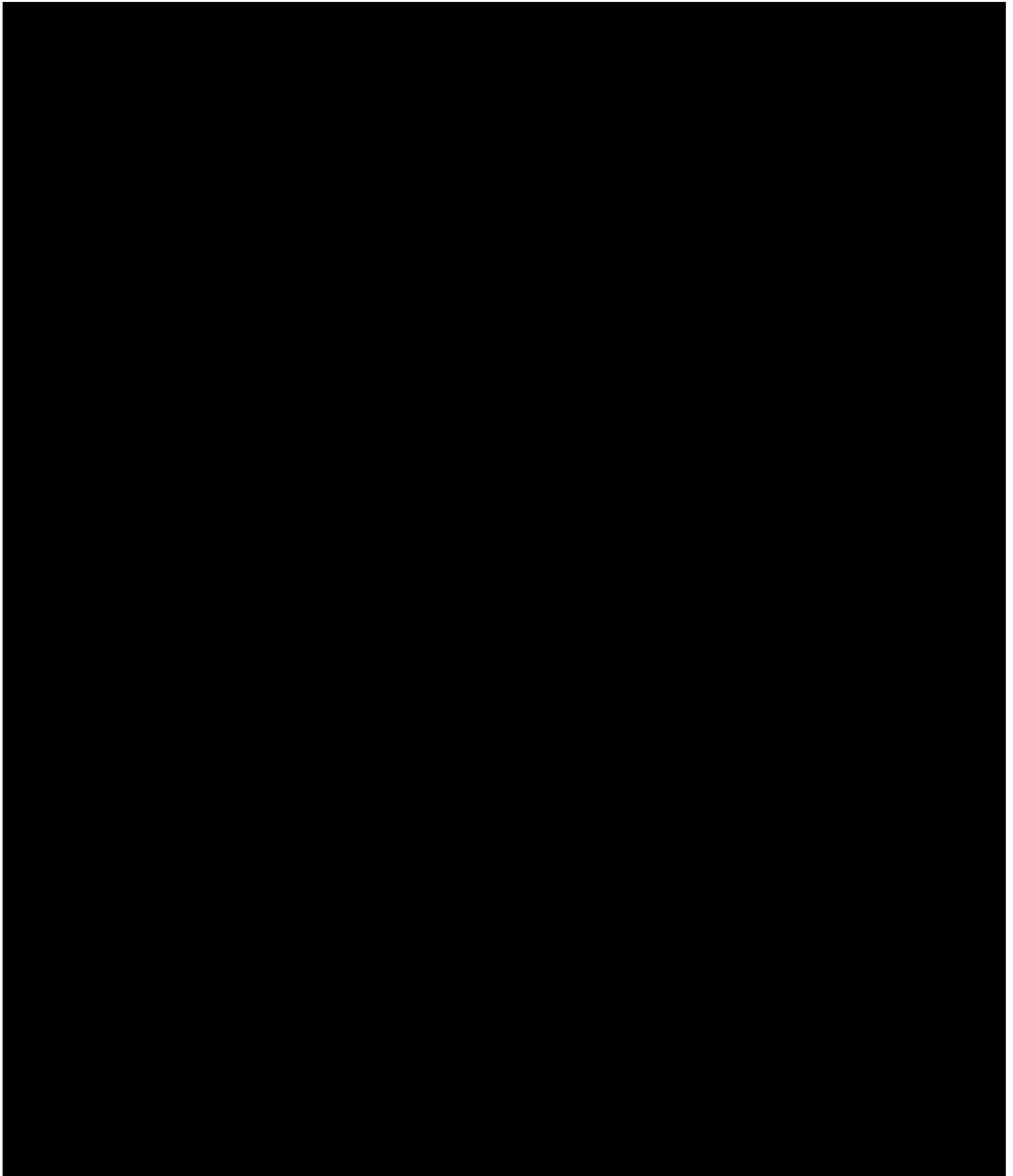
commercial info



£2M - £4M





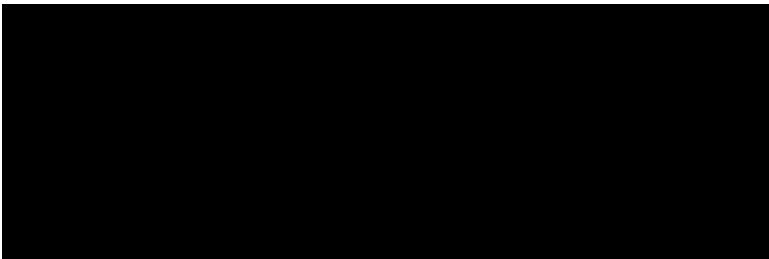


commercial & personal info



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

Yours faithfully



Senior Clerk of Works/Project Manager
Premises Services
Shropshire Council