

UK-Shrewsbury: Insurance services.

UK-Shrewsbury: Insurance services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Insurance-services./58PC6YYFQ9>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/58PC6YYFQ9> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at:

<http://www.delta-esourcing.com/tenders/UK-title/58PC6YYFQ9>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: RMCV 027 - Provision of Insurance Services for the Shrewsbury Shopping Centres

Reference Number: RMCV 027

II.1.2) Main CPV Code:

66510000 - Insurance services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is tendering for property, liability, engineering and terrorism cover (excluding broking services) for the Shrewsbury Shopping Centres. All values shown within this notice are on the basis of a 5 year estimated value.

The contract will consist of the following lots:

Lot 1 - Property Insurance including Property Owners Liability

Lot 2 - Engineering Insurance and Inspection

Lot 3 - Terrorism

The contract(s) will be for a period of 3 years commencing on 1st April 2019 with the option to extend for 2 further 12 month periods. The bid must remain valid for acceptance up to the renewal date of 1st April 2019.

II.1.5) Estimated total value:

Value excluding VAT: 735,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: maximum number of lots: 3

Maximum number of lots that may be awarded to one tenderer: 3

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: All 3 lots.

II.2) Description

II.2) Description Lot No. 1

II.2.1) Title: Lot 1 - Property Insurance including Property Owners Liability

Lot No: 1

II.2.2) Additional CPV codes:

66515200 - Property insurance services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Property Insurance including Property Owners Liability

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 595,215

Currency: GBP

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

Start: 01/04/2019 / End: 31/03/2022

This contract is subject to renewal: Yes

Description of renewals: An option to extend for an additional 2 years in stages of 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 2

II.2.1) Title: Lot 2 - Engineering Insurance and Inspection

Lot No: 2

II.2.2) Additional CPV codes:

66519200 - Engineering insurance services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Engineering Insurance and Inspection

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 83,355

Currency: GBP

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

Start: 01/04/2019 / End: 31/03/2022

This contract is subject to renewal: Yes

Description of renewals: An option to extend for an additional 2 years in stages of 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 3

II.2.1) Title: Lot 3 - Terrorism

Lot No: 3

II.2.2) Additional CPV codes:

66510000 - Insurance services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Terrorism

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 58,125

Currency: GBP

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

Start: 01/04/2019 / End: 31/03/2022

This contract is subject to renewal: Yes

Description of renewals: An option to extend for an additional 2 years in stages of 1 year

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

Not Provided

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation.

III.2.2) Contract performance conditions

See tender documentation.

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

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

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

Date: 20/12/2018

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

IV.2.6) Minimum time frame during which the tenderer must maintain the tender:

Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:

Date: 20/12/2018

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 5 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: 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.
For more information about this opportunity, please visit the Delta eSourcing portal at:
<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Insurance-services./58PC6YFQ9>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/58PC6YFQ9>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

Tel. 01743 252992, Email: procurement@shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. 01743 252992

VI.5) Date Of Dispatch Of This Notice: 15/11/2018

**Commissioning Development and
Procurement
Finance Governance and Assurance**
Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Please ask for: [REDACTED]

15th November 2018

Email: procurement@shropshire.gov.uk

Dear Bidder

**RMCV 027 - PROVISION OF INSURANCE SERVICES FOR THE SHREWSBURY
SHOPPING CENTRES**

SHROPSHIRE COUNCIL

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

- Invitation to Tender
- Standard Selection Questionnaire
- Tender Evaluation Toolkit
- Appendix 1 – General Information
- Appendix 2 - Photograph - Darwin Shopping Centre – Rear
- Appendix 2 - Photograph - Darwin Shopping Centre
- Appendix 2 - Photograph - Pride Hill Centre
- Appendix 2 – Photograph – Riverside Mall
- Appendix 3 - Confirmed Claims Experience – Axa
- Appendix 3 - Confirmed Claims History - Charles Darwin pre SLI
- Appendix 3 - Confirmed Claims History – Pride Hill pre SLI
- Appendix 3 - Confirmed Claims History – Riverside Mall pre SLI
- Appendix 3 - Confirmed Claims History - Standard Life - Dec 2015-Oct 2017
- Appendix 4 - Claims Experience - SC as at 25.10.2018
- Appendix 5 - GOAD plans
- Appendix 6 - Sprinkler Survey - Darwin Centre
- Appendix 6 - Sprinkler Survey – Pride Hill Centre
- Appendix 6 - Sprinkler Survey – Riverside Mall
- Appendix 7 - Engineering - Inspection Schedule
- Shropshire Council General Terms and Conditions

Tenders should consist of the documents as set out in the Invitation to Tender Document. Your Tender must be completed, signed and returned through our Delta Tenderbox.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 20th December 2018** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

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

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 15th November 2018 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **6th December 2018**.

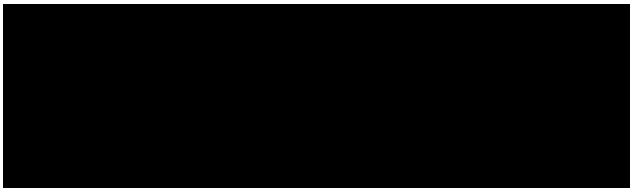
personal info

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 us through the Delta e-tendering portal.

Yours faithfully



Commissioning Development and Procurement Manager
Commissioning Development and Procurement
Finance Governance and Assurance
Shropshire Council

INVITATION TO TENDER

Shropshire Council

2019 Insurance Services Tender Document- Shopping Centres in Shrewsbury

Project Reference no. RMCV 027

1 April 2019 to 31 March 2022

(With option to extend by up to 2 years)

Quotation Deadline Date: 20th December 2018

Renewal Date : 1st April 2019

Issue Date: 15th November 2018

The information contained in this presentation is given in confidence to underwriters, to enable tenders to be provided to Aon Risk Solutions and, if appropriate, to grant cover on receipt of our instructions. The information may not be used for any other purpose without our written consent.

Table of Contents

Table of Contents	2
Invitation to Tender	3
General Information	4
Instructions to Bidders	6
Specific Instructions for Underwriters	12
Process for submitting your proposal	13
Evaluation of Price	13
Timetable	14
UNDERWRITING INFORMATION	15
Lot 1 Property Insurance including Loss of Rent and Property Owners Liability -	16
Lot 2 - Engineering Insurance and Inspection	20
Lot 3 - Terrorism	22

Appendices

1. Appendix 1 - General Information
2. Appendix 2 - Photographs
3. Appendix 3 - Confirmed claims experiences and Listings
4. Appendix 4 - Claims Experience
5. Appendix 5 - GOAD Drawings
6. Appendix 6 - Sprinkler Installation reports
7. Appendix 7 - Engineering Inspection Schedule
8. Appendix 8 - Evaluation Toolkit Spreadsheet
9. General – Appendix 1 – Shropshire Council Terms and Conditions
10. General – Appendix 2 - Standard Selection Questionnaire

Invitation to Tender

You are invited to submit a tender for the **Insurance Services** for Shropshire Council ("SC") for the Shrewsbury Shopping Centres as described in the Underwriting Information to follow.

Shropshire Council is tendering for property, liability and engineering inspection services (excluding broking services).

The bid must remain valid for acceptance up to the renewal date of **1st April 2019**.

Suppliers must return their bids via The Delta e-tendering Portal by **20th December 2018**.

Bids will be assessed to determine the Most Economically Advantageous Tender in accordance with the evaluation criteria published with this ITT. Shropshire Council reserves the right to cancel the procurement process and is not bound to accept the lowest bid or any tender.

Should questions arise during the tendering period that in our judgement are of material significance, Shropshire Council or Aon, on Shropshire Council's behalf, will contact all tenderers to explain the nature of the question, and our formal reply. All tenderers should take that reply into consideration when preparing their own tenders, and Shropshire Council will evaluate bids on the assumption that they have done so.

The closing date and time for submissions is **12.00 noon 20th December 2108**. Any changes to the date or time will be advised by email.

This tender is being conducted using the Delta portal

All costs in submitting the Tender will be borne by the Potential Providers.

If an amendment or change is required to your quotation please ensure it is made clear in the supporting documents which is the final quotation/submission.

Communications

Potential Providers may raise questions or seek clarification regarding any aspect of this tender at any time prior to the Tender Clarifications Deadline specified. Any changes to the date or time will be advised to all tenderers at the earliest reasonable opportunity.

Any queries or clarifications relating to the ITT should be directed using the Question and Answer facility within Delta. **All questions must be received by 6th December 2018**. AON and/ or Shropshire Council will endeavour to respond to queries within 2 working days by posting a response on the Delta Portal. Except where the response to an enquiry relates to commercially confidential matters, Aon will issue the response to all Suppliers via the Delta Portal.

Technical queries on the use of Delta should be addressed to:-

Procurement@shropshire.gov.uk

Commissioning Development & Procurement Manager

General Information

Full name of client:

Shropshire Council

Additional Named Insureds:

1.Pride Hill Retail Unit Trustee No1 Limited and Pride Hill

Retail Unit Trustee No2 Limited as Trustees of the Pride Hill Retail

Unit Trust in respect of Pride Hill Shopping Centre, Shrewsbury

2.Charles Darwin Retail Unit Trustee No1 Limited and Charles

Darwin Retail Unit Trustee No2 Limited as Trustees of the Charles

Darwin Retail Unit Trust in respect of Charles Darwin Shopping Centre,

Shrewsbury

3.Riverside Mall Retail Unit Trustee No1 Limited and Riverside

Mall Retail Unit Trustee No2 Limited as Trustees of the Riverside Mall

Retail Unit Trust in respect of Riverside Mall, Shrewsbury.

Principal Address

Shire Hall, Abbey Foregate, Shrewsbury, SY2 6ND

Business Description

Property owners, managers and developers

Existing Aon Client

Aon Risk Solutions are the appointed broker for the purposes of this tender exercise and generally with effect from 1st April 2019. Arthur J Gallagher are the previous brokers who are running off the current contract to end March 2019.

Renewal Date(s) of Existing Cover(s)

1st April 2019

Details of any Long-Term Agreement(s) or Undertakings

None

Website

<https://www.shropshire.gov.uk>

Existing Insurers

Engineering inspection and insurance- Allianz Engineering

Property and property owners' liability- Axa Insurance

Instructions to Bidders

1. Invitation

1.1 The invitation to bid is for **Insurance Services** as shown in the specification.

2. Cost of Tendering

2.1. You must bear all the costs associated with the preparation and submission of your bid and any further costs incurred prior to award of contract. The Council will not accept liability for any costs incurred in the preparation and submission of any Tender

2.2. The Council is not bound to accept the lowest or any tender.

3. Tender Information

3.1. The services to be carried out are described in this pack.

3.2. The Invitation to Tender includes:

- Specification / Brief to tenderers
- The Award Criteria against which the bids will be evaluated.

Bidders are required to download the Tender Evaluation Toolkit document from the e-tendering portal, complete their bid, including pricing, and then upload the completed document onto the e-tendering system.

3.3 You are deemed to have examined the tender documents and incomplete bids may be rejected.

3.4 All material and information issued regarding the invitation to tender remains the property of the Council and is to be used solely for the purpose of bidding.

3.5 All information supplied by the Council relating to this Invitation to Tender shall be treated as confidential by prospective Bidders except such information may be disclosed so far as is necessary for the purpose of obtaining quotations necessary for the preparation and submission of the Tender.

4. Contract timetable

4.1. The Council proposes the following indicative timetable of deadlines for this procurement:

Activity	Date
Dispatch of ITT	15 th November 2018
Deadline for clarification questions	6 th December 2018
Return of Bids	Noon 20 th December 2018
Evaluation of Bids and Selection of supplier	December 2018 – February 2019
Contract Service Start Date	1 st April 2019

4.2. The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

5. Account and Contract Management

5.1 The Council will pay invoices within 30 calendar days of receipt of the invoice unless a query in respect of the invoice has not been resolved within the 30 days. The Authority will not accept any charges for payment processing or for late payment of any invoice except as required under The Late Payment of Commercial Debts Regulations 2013. The supplier shall not invoke any automatic penalties for late payment or non-payment of invoices.

5.2 The supplier shall provide a named contract manager and identify a clearly defined escalation procedure.

6. Amendment to Tender Invitation Documents / Clarification and queries

6.1 At any time prior to the deadline for the receipt of bids, the Council may modify the tender documents by amendment. Any such amendment will be notified to all prospective bidders by e-mail and will be binding on them.

6.2 There will not be any negotiations of any of the terms of the Tender Documents.

6.3 Any comments or questions should be submitted by email to the Council in accordance with the instructions below

7. Language of Bid

7.1 The bid and all correspondence and documents relating to the bid must be in English. Any printed literature provided by you may be in another language, provided that relevant passages are accompanied by an English translation. In such cases, for the purpose of interpreting the bid, the English translation shall govern.

8. Bid Prices

8.1 Prices tendered should be exclusive of VAT/ IPT

- 8.2 Prices for services shall be in pounds sterling.
- 8.3 A bid submitted with a price variation clause may be treated as failing to meet tender conditions and may be rejected.
- 8.4. All prices shall be inclusive of claims handling costs

9. Confidentiality of Bid Prices

- 9.1 You must not disclose your bid prices, or even an approximation, prior to the deadline for receipt of the bids except in confidence to an insurance company or broker requiring such in connection with the bid.
- 9.2 You must not try to obtain any information about competitors' bids or proposed bids nor make any arrangement with anyone else about whether or not they should bid.

10. Conflict of Interest

- 10.1 Bidders, for all services where a conflict of interest may exist or arise, must inform the Council and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a risk of bias in the provision of the service. Special attention should be paid to services concerned with the contracting out of administrative decisions relating to public law functions, i.e. functions carried out under statutory authority involving powers and duties not generally available to private law bodies. Unless the Authority is satisfied with a bidder's proposals for avoiding any conflict it reserves the right to reject any Bid.

11. Financial viability enquiries

- 11.1 The Council reserves the right to make enquiries into the financial viability of bidders.

12. Documents Establishing the Eligibility and Qualifications of Bidders

- 12.1 Please complete the Standard Selection Questionnaire which is found under General-Appendix 1
- 12.2 Please also refer to and indicate agreement to the Council's general terms and conditions of contract
- 12.3 The documentary evidence must establish to the Council's satisfaction:
 - that you have the capacity and capability necessary to fulfil the contract;
 - That either no conflict of interest exists or where there is a potential conflict this is adequately explained and managed to the satisfaction of the Authority.

13. Bids

- 13.1 Bids must be submitted via the e-tendering portal **Delta**
- 13.2 Please ensure that you allow yourself plenty of time when responding to this invitation prior to the closing date and time. Late bids cannot be accepted.
- 13.3 Bids should include details of the proposed methodology for undertaking the work.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the ITT. A bid valid for a shorter period will be rejected by the Council as failing to meet the tendering conditions.
- 14.2 Exceptionally, the Council may seek your consent to extend the validity period.

15. Deadline for Receipt of Bids

- 15.1 The bid must be submitted in via the Delta portal by 12 noon 20th December 2018
- 15.2 The Council may, at its sole discretion, extend the deadline for the receipt of tenders / quotations. Bidders would be notified via email.

16. Modification and Withdrawal of Bids

- 16.1 No bid may be modified subsequent to the deadline for the receipt of bids.
- 16.2 You may withdraw your bid at any time prior to the acceptance of an offer of contract by sending a withdrawal notice in writing to the contact officer.

17. Preliminary Examination of Bids

- 17.1 The Council will examine the bids for completeness and may seek clarification where necessary.
- 17.2 If arithmetical errors and discrepancies are found they will be corrected and the bidder will be given the opportunity to abide by the corrected sum or withdraw the bid.
- 17.3 A bid not fulfilling the conditions in the tender documents may be rejected.
- 17.4 The submitted rates and prices may be modelled against the anticipated work.

18. Evaluation and comparison of bids

- 18.1 The Council will evaluate the bids to determine the most economically advantageous tender

as stipulated in the Evaluation Criteria.

20. Debriefing

20.1 Unsuccessful bidders may request feedback.

21. Freedom of Information

21.1. Freedom of Information and Data Protection

The Freedom of Information Act 2000 requires the Council to disclose information it holds on request. Information may only be withheld where a statutory exemption applies. In providing information to the Council, you therefore accept that such information may be disclosable under the Act and you should not provide information as part of your tender on an “in confidence” basis. If you consider that any information should not be disclosed because a statutory exemption applies, you should clearly mark it as such, stating the reasons for claiming the exemption. However, the final decision as to whether information should be disclosed or not shall be made by Shropshire Council. The Council will retain information gathered as part of this tender exercise in accordance with its Retentions and Deletions Policy.

The General Data Protection Regulations 2018 protect personal information of living individuals. If this tender procedure will involve you in handling any such information, you must be registered under GDPR and comply with its provisions.

21.2. Public Rights of Audit

The Audit Commission Act 1998 and the Accounts and Audit (England) Regulations 2011 give members of the public, for a limited period each year, access to the Council’s records so that they can audit them. For the purposes of this exercise, the Council’s records include contracts that the Council has with its suppliers. Tenderers should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 and any commercially confidential material that would, in the Council’s judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

21.3 Government Transparency Initiative - Publication of Tender Documents and Contracts

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government is asking local authorities to publish on line all tender documents for contracts valued over £5000 and the resulting contracts. In tendering for this contract, you should be aware that if your tender is successful, the resulting contract may be disclosed to members of the public. In some circumstances, limited redactions will be made to comply with existing law.

22. Evaluation Criteria

- 22.1 Submissions will be assessed to ascertain the most economically advantageous tender based on both Price (60%) and Quality (40%) except for Engineering where the weightings are Price 30% Quality/ service 70%.
- 22.2 The Price score will be determined by an assessment of the detailed breakdown against the scope of work that the Council may expect to receive. The aim is to consider value for money and to determine the most economically advantageous outcome for the Council within the allocated budget.
- 22.3 The Council may seek the provision of four relevant references from other local authorities / public sector organisations or private sector businesses. Bidders must provide suitable contact details with their tender and winning bidders' references will be checked.

Specific Instructions for Underwriters

The attention of bidders is also drawn to the following important issues: -

1. Quotations are required based on an initial contract period of 3 years from 1st April 2019 to 31st March 2022 with the option for the Council to extend the contract by up to an additional 2 years in stages of one year. Tenderers are invited to submit bids for any or all lots.
2. Tenders are requested in accordance with the programme as set out in the body of this document with variations where requested. ***Any bids offered which offer one or more variations to the programme(s) proposed within this tender document must have the difference in cover in each case clearly highlighted and brought to the attention of the Council and Aon UK Limited. Please include any major variations in your covering letter as the Council might wish to pursue this with the winning bidder***
3. Underwriters to note that all discounts which may be available e.g. Long-Term Agreement must be separately identified and transparent and must confirm which Lots they apply to and these will be evaluated as part of the quality submission- please see spreadsheet.
4. Tenderers must describe what risk management or other services are automatically included within the premium (if any).
5. Tenderers must have an acceptable Standard & Poor's rating or alternatively proof of security to the satisfaction of the Awarding Authority. Should this financial rating not be maintained during the term of the contract period, the Council has the right to terminate the Long-Term Agreement.
6. Additional documentation/supporting information to this tender, as required by tenderers may be requested via the e-tendering portal and will be circulated to all bidders.

Tenderers are asked to bear in mind the likely timescales that may be required to obtain and prepare information with due regard to the final date for receipt of tenders. Clarification questions should be submitted by 6th December 2018. No charge will be made for such information.
7. This is a fee client. All premiums shall be quoted net of all standard rebateable commissions but inclusive of ISB in accordance with standard market terms
8. The Council will expect acceptance of their General Terms and Conditions as detailed in the tender documentation.
9. The final date for receipt of tenders is 20th December 2018 at 12 noon.
10. The tender opportunity (Ref no. RMCV 027) will be available on the e-tendering portal: Delta

Process for submitting your proposal

Tenderers please note the criteria for the award of the contract are as follows: -

The contract will be awarded based on the most economically advantageous tender in terms of the criteria stated below:

Submissions will be assessed to ascertain the most economically advantageous tender based on both Price (60%) and Quality (40%) other than engineering where the weighting will be 30/70 in favour of quality/service

Please refer to the full evaluation scoring breakdown as detailed in the evaluation spreadsheet which accompanies as an appendix.

All quotations are to be valid up to 1st April 2019.

Evaluation of Price

A Tender may be rejected if it is too low to be credible. If the Council considers this to be the case it will ask the Tenderer to provide an explanation of the Tender or part of the Tender which the Council believes to be too low and will consider the information received. If, having considered the information provided by the tenderer the Council still considers the price to be too low to be credible it will reject the tender and inform the Tenderer accordingly.

Price

The lowest price will score maximum marks, with the scoring reducing on a pro rata basis for the remaining tender price responses.

Therefore, the lowest price will score the maximum price weighting and all other bids will score a percentage of the marks available in proportion to their proximity to the lowest.

This is calculated using the following formula: -

$(\text{Lowest price received} \div \text{Bidders price}) \times \text{Price Weighting}$

An example of the calculation is given below:

Name of Bidder	Premium	Calculation	Score out of 60
Bidder A	£10,000	$\text{£10,000} \div \text{£10,000} \times 60$	60
Bidder B	£20,000	$\text{£10,000} \div \text{£20,000} \times 60$	30
Bidder C	£40,000	$\text{£10,000} \div \text{£40,000} \times 60$	15

Timetable

Activity

Tender documents released	15 th November 2018
Last date for submission of questions	6 th December 2018
Deadline date for return of tenders	Noon on 20 th December 2018
Evaluation and assessment period commences	January 2019
Contract award decision	by 15 th February 2019
Contract commencement date	00.01 hours 1st April 2019

The above dates are indicative and the Council reserves the right to make changes. Any changes will be notified to bidders

Evaluation

The Council's evaluation panel will assess the bids based on an initial analysis of the bids in terms of pricing and cover provided by Aon UK Limited.

UNDERWRITING INFORMATION

Lot 1 Property Insurance including Loss of Rent and Property Owners Liability -

Property Insured

Item No	Item Description	2018 SI £	2019 SI £	Perils-see below	Indemnity Period (LOR)
1	Charles Darwin Shopping Centre	90,000,000	91,800,000		
2	Loss of Rent for (1) above	13,478,892	13,280,000		36 months
3	Pride Hill Shopping Centre	45,000,000	45,900,000		
4	Loss of rent for (3) above	7,045,491	6,548,200		36 months
5	Riverside Mall Shopping Centre	30,075,000	31,365,000		
6	Loss of rent for (5) above	957,132	116,469		36 months
7	Riverside Medical Centre	1,537,500	1,568,250		
8	Loss of rent for (5) above	137,499	137,499		36 months

Insured Perils

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped from them
5. Riot
6. Civil Commotion
7. Strikers, locked out workers, persons taking part in labour disturbances
8. Malicious persons
9. Theft
10. Earthquake
11. Storm
12. Flood
13. Escape of Water from any tank, apparatus or pipe
14. Impact by any road vehicle or animal
15. Subsidence
16. Breakage or collapse of tv or radio aerials
17. Leakage of oil from any fixed heating installation
18. Falling trees
19. Damage to supply pipes or cables

20. Damage to fixed glass or sanitary earthenware
21. Accidental escape of water from any automatic sprinkler installation
22. Any other accidental damage not otherwise excluded

Deductible and Aggregates

Nil excess on all perils except subsidence - £1,000

Certificates for tenants

Bidders will be required to produce cover certificates for individual tenants

Definitions

Buildings shall mean the buildings at the business premises and includes:

- Landlord's fixtures and fittings therein and thereon, CCTV systems, entry and exit systems
- Outbuildings, car parks
- Walls, fences, gates, canopies and fixed signs, ramps and steps
- Foundations
- Piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the insured's responsibility.
- Tenants stock and possessions to a value of £10,000 in total any one period of insurance lawfully secured in lieu of rent owed
- Landlords contents to a value of £10,000 any one premises

Premises shall mean the premises specified in the schedule owned and/or occupied by the insured for the purposes of the business

Territorial Limits

Great Britain Northern Ireland the Isle of Man and the Channel Islands but restricted to Great Britain for any applicable Terrorism Extension.

Jurisdiction

Law of England and Wales

Basis of Loss Settlement

Buildings and Contents- Reinstatement Day One 150% Non-Adjustable

Principal Extensions

- 72-hour provision
- Additional management fees cover
- Architects, surveyors, legal and consulting engineers fees
- Contract Works cover

- Automatic cover/Capital Additions
- Cover extends to include offsite storage where the property insured belongs to and is in the custody and control of the Insured.
- Debris removal costs
- Drains and Gutters
- European Union and Public Authorities (including undamaged portions)
- Fire Extinguishing Expenses
- Inadvertent omission to insure
- JCT or equivalent contract conditions
- Joint Names
- Keys and locks -
- Landscaped grounds – damage by fire brigade
- Loss Minimisation and Prevention Expenditure
- Metered water
- Mortgagees and Tenants
- Non-invalidation
- Temporary removal
- Trace and access
- Transit
- Upgrading sprinkler installations

We will assume all of the above are included within your quotation unless informed otherwise.

Property Owners' Public Liability cover

Legal Liability of the Council for accidental: -

- a. Bodily injury (to include mental injury and/or anguish, stress, shock, bullying, and abuse) or death, disease, illness, wrongful arrest, invasion of the right of privacy, wrongful detention, wrongful imprisonment or wrongful eviction of any person (other than employees)
- b. Loss of or damage to material property
 - i. Nuisance, trespass or interference with any easement, right of air, light, or waterway.
 - ii. Defects in goods manufactured, supplied, repaired, tested, serviced or processed by the Council

all of which arise out of the Insured's functions and happening during the period of insurance, including legal liability for claimants' costs and expenses.

Includes:

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and provided the Employee is normally resident therein in respect of non-manual activities temporarily elsewhere and in respect of occurrences anywhere in the world caused by Products supplied from or worked upon in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Deductible/ Aggregate

Nil

Limits of Indemnity

£15,000,000 each and every loss

Principal Extensions

- Contingent Motor Liability
- Legionella (Pollution Liability)
- Data Protection Act 1998 and GDPR 2018
- Defective Premises Act 1972
- Environmental clean-up cover
- Financial loss liability cover
- Indemnity to Other parties
- Indemnity to Principals
- Property in the insured's care, custody and control
- Statutory Defence costs including Health & Safety at Work Act etc.
- Libel and Slander
- Manslaughter Costs

We will assume all of the above are included within your quotation unless informed otherwise.

Public/Products Liability Claims Information

Large Claims over £50,000- NONE

Lot 2 - Engineering Insurance and Inspection

Description of Service and Cover

This policy provides for Inspection and Insurance of the Plant as detailed in the Plant schedules.

Plant Type / Cover

Type	Cover
Boiler / Pressure Plant	Sudden and unforeseen damage Own surrounding Property
Electrical & Mechanical Plant	Sudden and unforeseen damage
Lifting & Handling Plant	Sudden and unforeseen damage

Insurance Cover

Sudden and unforeseen damage	£250,000
Damage to own surrounding property	£1,000,000

Note:

Sudden & Unforeseen Damage includes

- Breakdown from internal defects
- Explosion or collapse, caused by internal steam or fluid pressure
- Accidental damage by extraneous cause

Insurance Cover - Excess

£250 each occurrence

Insurance Cover - Extensions

- Investigation costs – £50,000
- Loss-prevention measures - £50,000
- Cost of replacing undamaged non-compatible parts - £50,000
- Contamination - £100,000
- Emergency Services - £10,000
- Movement of Insured Property - £50,000
- Public Authorities Requirements - £100,000
- Removal of Debris - £50,000
- Temporary and fast-tracked repair - £25,000

- Temporary Plant - £50,000
- Additions to schedule
- Hired in plant

Location

Premises owned and / or occupied by the Council for business purposes.

Lot 3 - Terrorism

Cover

Insures the property advised to insurers against direct physical loss or physical damage by an act or series of acts of terrorism and / or sabotage occurring during the period of the policy.

Property- sums insured

Item No	Item Description	2018 SI	2019 SI	LOI
1	Charles Darwin Shopping Centre	90,000,000	91,800,000	
2	Loss of Rent for (1) above	13,478,892	13,280,000	36 months
3	Pride Hill Shopping Centre	45,000,000	45,900,000	
4	Loss of rent for (3) above	7,045,491	6,548,200	36 months
5	Riverside Mall Shopping Centre	30,075,000	31,365,000	
6	Loss of rent for (5) above	957,132	116,469	36 months

First Loss Limit

£50m any one occurrence and in the annual aggregate.

Those insurers who are members of Pool Re please indicate Pool Re prices

Definitions

An act of insurance shall mean:

The use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and / or to put the public in fear for such purposes

An act of sabotage shall mean:

A subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and / or to put the public in fear for such purposes.

Excesses

Any one occurrence £Nil

Claims Experience

No claims

Quotations Required

- Existing basis- POOL RE indication
- Aon to provide a London Market Terrorism Quote

Evaluation Sheet Lot 1 : Property Owners

Quality Declaration for Lot 1 :

		Notes (Free Field)	Max Points Available	How scoring is allocated	To be completed by evaluators				
					Best Response (Blue box where relevant)	Evaluator Guidance	(By Whom)	Score awarded	Notes
1	Cover provided to meet (as a minimum) the sums insured, excesses and limits of liability in the tender documentation. This does not apply to alternative options	Select		Pass/Fail	Select Yes for a Pass and select No for a Fail and your bid will be excluded. Discretion?				
A Material Damage									
1	Deductible & Application of Excess - Excess to be applied per event	Select	20		Select Yes = full points. Select No = 0 points.				
2	Provision of individual certificates for tenants upon request	Select	20		Select Yes = full points. Select No = 0 points.				
3	Claims Preparation Clause: costs for the utilisation of External Consultants for the preparation, tender document, certification and or verification of claims. Please state in your tender response your terms and conditions (notes/variations field)	Please detail your limit here: (If nil limit, please detail £0. If not provided leave cell blank)	5		No limit = 5, sliding scale based on best response = 0-4 pts)		Highest is best		0
4	reinstatement of sum insured following loss	Please provide details of limit if applicable	5		No limit = 5, sliding scale based on best response = 0-4 pts)		Highest is best		0
5	Capital Additions	Please detail your limit here: (If not provided leave cell blank)	5		No limit = 5, sliding scale based on best response = 0-4 pts)		Highest is best		0
B Added Value									
1 a)	Please advise your RM Bursary Value (applicable to this Lot only). The value of this bursary must have no impact on the premium quoted. Please note that you can only offer a bursary or RM days (see 1 b) below).	Please detail your limit here: (If nil limit, please detail £0. If not provided leave cell blank)	10		No limit = 10, sliding scale based on best response = 0-9 pts)		Highest is best		0
1 b)	Please advise the number of RM days (applicable to this Lot only). The value of this bursary must have no impact on the premium quoted. Please note that you can only offer a bursary or RM days (see 1 a) above).	Please detail your number of days here:	10		No limit = 10, sliding scale based on best response = 0-9 pts)		Highest is best		0
3	Innovations and enhancements (client specific and over and above specification)	Please list	30		Up to 10 points (for a maximum of 5 enhancement/innovations)				
			Points Available:	105				0	

Price Declaration for Lot 1 :

Price	Annual Premium for LTA (3 Years, with option to extend for 1+1 years)
1) £Nil Excess per Event, increasing to £1,000 for subsidence	£0.00
Premium to include claims handling	

[NOTE: SCHEDULE 1 must be completed prior to these terms being issued where the Contractor is processing Personal Data on behalf of the Council]

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

1. DEFINITIONS

October 2018

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 Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the 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" or "Controller"	shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR; ;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to, or unauthorised or unlawful processing of, Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or damage to or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
"Data Processor" or "Processor"	shall have the meaning given to the term "processor" as set out in Article 4 of the GDPR
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	means (i) the General Data Protection Regulation ((EU) 2016/679) and the Law Enforcement Directive (Directive (EU) 2016/680) for as long as it is directly applicable in the UK and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; (ii) the Data Protection Act 2018 and any successor legislation to the GDPR; (iii) all applicable Law about the processing of personal data and privacy.
"Data Protection Officer"	shall have the meaning given in the GDPR
"Data Subject"	shall have the same meaning as set out in the GDPR;
"Data Subject Access Request"	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"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 to which these General Terms and Conditions are attached or referred to
"GDPR"	Means the General Data Protection Regulation ((EU) 2016/679)
"Goods"	means all goods specified in the Agreement.
"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 GDPR;
“Personal Data Breach”	means anything which constitutes a "personal data breach" as set out in as set out in Article 4 of the GDPR;
“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.
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Public body”	as defined in the FOIA 2000
‘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.
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 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 take precedence over any conflicting terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally,.
- 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.
- 2.5 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

3 NOT USED

4 NOT USED

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 NOT USED
- 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 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. 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 NOT USED

7. NOT USED

8. NOT USED

9. NOT USED

10 NOT USED

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. NOT USED

13 INDEMNIFICATION

13.1 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.

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

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 NOT USED

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 **NOT USED**

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, 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 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**

23.1 NOT USED.

23.2 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

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

24 COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 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 24.8 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 DATA PROTECTION

- 25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause 25.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is as set out in this agreement which includes Schedule 1 sets out the scope, nature and purpose of processing by the Contractor,

the duration of the processing and the types of Personal Data and categories of Data Subject.

- 25.3 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- 25.4 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 25.5 Without prejudice to the generality of clause 25.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this agreement:
- (a) process that Personal Data only in accordance with Schedule 1 or otherwise on the written instructions of the Council unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data prohibited by Law;
 - (b) ensure that it has in place Protective Measures, reviewed and approved by the Council as appropriate, to protect against a Data Loss Event having taken account of the:
 - (i) the nature of the data to be protected;
 - (ii) the harm that might result from a Data Loss Event;
 - (iii) the state of technological development; and
 - (iv) the cost of implementing any Protective Measures;
 - (c) take reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data;
 - (d) ensure that all personnel who have access to and/or process Personal Data:
 - (i) do not process Personal Data except in accordance with this Agreement;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement;
 - (iii) are obliged to keep the Personal Data confidential; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (e) not transfer any Personal Data outside of the European Union unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the Council;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
 - (f) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination of the agreement unless required by Law to retain the Personal Data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 25.5 and allow for audits by the Council or the Council's designated auditor.
- 25.6 The Contractor shall notify the Council immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (c) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (d) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (e) becomes aware of a Data Loss Event.
- 25.7 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 25.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- (a) the Council with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Council following any Data Loss Event;
 - (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 25.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Council determines that the processing is not occasional;
 - (b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 25.9 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 25.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Council in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Council;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 25 such that they apply to the Sub-processor; and
 - (d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
- 25.11 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 25.12 Notwithstanding any other provision of this Agreement, the Contractor agrees to indemnify and keep indemnified the Council against all reasonable costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any defective performance of or any failure by the Contractor or its employees or agents to comply with any of its obligations under this Agreement.
- 25.13 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by

attachment to this Agreement) or to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 25.14 Where the Parties include two or more Joint Controllers in respect of the Personal Data or any part of the Personal Data as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement in replacement of Clauses 25.2-25.13 for the Personal Data under Joint Control.

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 Legislation, the Freedom of Information Act 2000 in accordance with the 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')

- 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 legal liability 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 indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

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.

28.2 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 policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the 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) in respect of each and every claim.

28.3 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

28.4 The Contractor warrants that it has complied with this clause 28 and warrants that any insurance policy or policies effected and maintained in accordance with this clause do not contain any endorsements or exclusions which have the effect of voiding, reducing or limiting the cover required in respect of the Services.

28.5 The Contractor shall prior to commencement of this Agreement provide the Council and thereafter upon request, or at least annually during the Term, with:

- (a) copies of the relevant insurance policy documents (including details of any warranties or exclusions); and
- (b) receipts or other evidence of payment of the latest premiums due under those policies; and
- (c) any other evidence reasonably requested by the Council to confirm that the required insurances are in force and effect and meet in full the requirements of this Clause 28.

Receipt of such evidence by the Council shall not in itself constitute acceptance by the Council or relieve the Contractor of any of its liabilities and obligations under this Agreement.

28.5 The Contractor shall:

- (a) ensure nothing is done to invalidate any insurance policy or cause the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part, including ensuring that any warranties under the policy are complied with;
- (b) notify the Council as soon as a reasonably practicable when it becomes aware of any relevant fact, circumstance or matter which, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

28.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

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

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

which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

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

- 28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:
- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

29. EQUALITIES

- 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

- 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 NOT USED

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

- 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.

33 NOT USED

34 NOT USED

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

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

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 NOT USED

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

SCHEDULE 1

Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Data Controller, who may take account of the view of the Data Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Data Controller's Data Protection Officer are: Information Governance Officer email: Information.Request@Shropshire.gov.uk
2. The contact details of the Data Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Data Controller and Data Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Contractor is the Data Processor in accordance with Clause 18.1.</p> <p>[Guidance: This section may need varying where the Council and Contractor have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</p> <p>"Notwithstanding Clause 18.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause 18.1-18.16 will not apply and the Parties agree to put in place a Joint Controller Agreement instead."</p>
Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i></p> <p><i>Example: The processing is needed in order to ensure that the Data Processor can effectively deliver the contract to provide a service to members of the public.]</i></p>
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates]</i></p>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>

Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS legal requirement to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet

the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	

1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model
-----------	---------------

Question number	Question	Response																																																												
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																												
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																													
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																													
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																												
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. <table border="1" data-bbox="316 1106 1501 1731"> <thead> <tr> <th data-bbox="316 1106 515 1140">Name</th> <th data-bbox="515 1106 715 1140"></th> <th data-bbox="715 1106 914 1140"></th> <th data-bbox="914 1106 1114 1140"></th> <th data-bbox="1114 1106 1313 1140"></th> <th data-bbox="1313 1106 1501 1140"></th> </tr> </thead> <tbody> <tr> <td data-bbox="316 1140 515 1196">Registered address</td> <td data-bbox="515 1140 715 1196"></td> <td data-bbox="715 1140 914 1196"></td> <td data-bbox="914 1140 1114 1196"></td> <td data-bbox="1114 1140 1313 1196"></td> <td data-bbox="1313 1140 1501 1196"></td> </tr> <tr> <td data-bbox="316 1196 515 1240">Trading status</td> <td data-bbox="515 1196 715 1240"></td> <td data-bbox="715 1196 914 1240"></td> <td data-bbox="914 1196 1114 1240"></td> <td data-bbox="1114 1196 1313 1240"></td> <td data-bbox="1313 1196 1501 1240"></td> </tr> <tr> <td data-bbox="316 1240 515 1285">Company registration number</td> <td data-bbox="515 1240 715 1285"></td> <td data-bbox="715 1240 914 1285"></td> <td data-bbox="914 1240 1114 1285"></td> <td data-bbox="1114 1240 1313 1285"></td> <td data-bbox="1313 1240 1501 1285"></td> </tr> <tr> <td data-bbox="316 1285 515 1352">Head Office DUNS number (if applicable)</td> <td data-bbox="515 1285 715 1352"></td> <td data-bbox="715 1285 914 1352"></td> <td data-bbox="914 1285 1114 1352"></td> <td data-bbox="1114 1285 1313 1352"></td> <td data-bbox="1313 1285 1501 1352"></td> </tr> <tr> <td data-bbox="316 1352 515 1397">Registered VAT number</td> <td data-bbox="515 1352 715 1397"></td> <td data-bbox="715 1352 914 1397"></td> <td data-bbox="914 1352 1114 1397"></td> <td data-bbox="1114 1352 1313 1397"></td> <td data-bbox="1313 1352 1501 1397"></td> </tr> <tr> <td data-bbox="316 1397 515 1442">Type of organisation</td> <td data-bbox="515 1397 715 1442"></td> <td data-bbox="715 1397 914 1442"></td> <td data-bbox="914 1397 1114 1442"></td> <td data-bbox="1114 1397 1313 1442"></td> <td data-bbox="1313 1397 1501 1442"></td> </tr> <tr> <td data-bbox="316 1442 515 1487">SME (Yes/No)</td> <td data-bbox="515 1442 715 1487"></td> <td data-bbox="715 1442 914 1487"></td> <td data-bbox="914 1442 1114 1487"></td> <td data-bbox="1114 1442 1313 1487"></td> <td data-bbox="1313 1442 1501 1487"></td> </tr> <tr> <td data-bbox="316 1487 515 1610">The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td data-bbox="515 1487 715 1610"></td> <td data-bbox="715 1487 914 1610"></td> <td data-bbox="914 1487 1114 1610"></td> <td data-bbox="1114 1487 1313 1610"></td> <td data-bbox="1313 1487 1501 1610"></td> </tr> <tr> <td data-bbox="316 1610 515 1731">The approximate % of contractual obligations assigned to each sub-contractor</td> <td data-bbox="515 1610 715 1731"></td> <td data-bbox="715 1610 914 1731"></td> <td data-bbox="914 1610 1114 1731"></td> <td data-bbox="1114 1610 1313 1731"></td> <td data-bbox="1313 1610 1501 1731"></td> </tr> </tbody> </table>		Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
Name																																																														
Registered address																																																														
Trading status																																																														
Company registration number																																																														
Head Office DUNS number (if applicable)																																																														
Registered VAT number																																																														
Type of organisation																																																														
SME (Yes/No)																																																														
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables																																																														
The approximate % of contractual obligations assigned to each sub-contractor																																																														

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability

to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion

Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation 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 the</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and evaluate the effectiveness of the above measures. 	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's 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?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	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?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is 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.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
-----	---	--

Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) 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).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation

8 Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 6	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer’s (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>Professional Indemnity Insurance = £ 3Million</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>

8.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>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
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

8.3 – Environmental Management

1.	Has your organisation been convicted of breaching environmental	<input type="checkbox"/> Yes
----	---	------------------------------

	<p>legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</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"/> No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.4 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No