

UK-Shrewsbury: Security services.

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Section I: Contracting Authority

I.1) Name and addresses

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

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: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Security-services./JH8Q4G8Z57>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-title/JH8Q4G8Z57> 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: <https://www.delta-esourcing.com/tenders/UK-title/JH8Q4G8Z57>

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: RMCB 035 – Security Guarding and Lone Working Services

Reference Number: RMCB 035

II.1.2) Main CPV Code:

79710000 - Security services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Enquiries are sought from suitably qualified and experienced contractors in respect of a contract for security guarding services at Shropshire Council sites. The contract will commence on 1st April 2021 for a period of up to 4 years.

It is Shropshire Council's intention to award this contract to one contractor. The successful contractor shall provide a 24 hour 365 day emergency service for the duration of this contract (including bank and public holidays). The contract shall comprise the annual key holding service for Shropshire Council premises including car parks, park & ride, schools and external clients along with mobile patrolling and static guarding, opening/closing of premises throughout the whole of Shropshire. This contract may also include the monitoring and response for lone workers.

II.1.5) Estimated total value:

Value excluding VAT: 682,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Enquiries are sought from suitably qualified and experienced

contractors in respect of a contract for security guarding services at Shropshire Council sites. The contract will commence on 1st April 2021 for a period of up to 4 years.

It is Shropshire Council's intention to award this contract to one contractor. The successful contractor shall provide a 24 hour 365 day emergency service for the duration of this contract (including bank and public holidays). The contract shall comprise the annual key holding service for Shropshire Council premises including car parks, park & ride, schools and external clients along with mobile patrolling and static guarding, opening/closing of premises throughout the whole of Shropshire. This contract may also include the monitoring and response for lone workers.

The successful contractor must be an Approved Contractor of the Security Industry Authority or EU equivalent for the duration of the contract and must be audited in line to the current British Standards BS10800:2020, BS7499:2020, BS7984-3:2020, BS7858:2019, BS7984-1:2016 and BS7984-2:2014. Any sub-contracting must get written approval prior to implementation of the service and failure to comply may result in termination of the contract

The majority of the service will be keyholding for both intruder alarms and fire alarms at Shropshire Council properties (including 84 Shropshire Council retained schools, which may be subject to change) throughout the whole geographic area of Shropshire. Individual premise managers determine whether the keyholding service is required at their site. Keyholding contracts will be between the security guarding company and individual Shropshire Council properties. The security guarding company is responsible for the setting up, the management and associated works as and when requested by the individual properties. The current contracts between the existing security guarding provider and individual properties will continue to run to the end of their term.

For schools each keyholding contract shall be up to a maximum of two years and reviewed thereafter. The current contracts between the existing security guarding provider and individual school properties will continue to run to the end of their term. When the present keyholding contracts expire, the successful contractor may be invited to continue the keyholding service at the schools concerned.

For Shropshire Council buildings and car parks/park & ride the contract will be as per the specification for the duration of the contract.

The requirement of both mobile, static guarding and opening/closing along with lone working monitoring and response will be intermittent and only when required. The contracts for this work shall be between the security guarding company and individual Shropshire Council properties (including 84 Shropshire Council retained schools, which may be subject to change) and only be for the period required by the premise manager. The security guarding company is responsible for the setting up, the management and associated works as and when requested by the individual properties.

This contract will also include car parks along with park and ride facilities within the Shropshire area. The locking/unlocking of gates/barriers will also be as & when required.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') as amended in 2014 will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

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: 682,000

Currency: GBP

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

Start: 01/04/2021 / End: 31/03/2025

This contract is subject to renewal: Yes

Description of renewals: 4 years

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: To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/JH8Q4G8Z57>

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

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: 11/03/2021 Time: 12:00

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

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

Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:

Date: 11/03/2021

Time: 12:00

Place:

Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 4 years

VI.2) Information about electronic workflows

Electronic ordering will be used Yes

Electronic invoicing will be accepted Yes

Electronic payment will be used Yes

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:-Security-services./JH8Q4G8Z57>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/JH8Q4G8Z57>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

Tel. +44 1743252992, 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. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 09/02/2021

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date:

My Ref:

Your Ref

Dear Bidder

**RMCB 035 – SECURITY GUARDING AND LONE WORKING SERVICES
SHROPSHIRE COUNCIL**

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

ad documents. If
d one document at
submit

nd click
n't be

www.shropshire.gov.uk/doing-business-with-shropshire-council



INSTRUCTIONS FOR TENDERING

**RMCB 035 – SECURITY
GUARDING AND LONE
WORKING SERVICES**

Shropshire Council Instructions for tendering

Contract Description/Specification:

Enquiries are sought from suitably qualified and experienced contractors in respect of a contract for security guarding services at Shropshire Council sites. The contract will commence on 1st April 2021 for a period of up to 4 years.

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For Shropshire Council buildings and car parks/park & ride the contract will be as per the specification for the duration of the contract.

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This contract will also include car parks along with park and ride facilities within the Shropshire area. The locking/unlocking of gates/barriers will also be as & when required.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') as amended in 2014 will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of Security Guarding and Lone Working Services as detailed in the Tender Response Document. The contract will commence on 1st April 2021 for a period of up to 4 years.
- 1.2** Tenders are to be submitted in accordance with the Draft Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.0 Terms and Conditions

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 11th March 2021**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or

assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

- 7.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 7.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than 4th March 2021.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

- 9.1** The Council shall not be committed to any course of action as a result of:

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

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

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

10.0 Confidentiality

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

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

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

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

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

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

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

10.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

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

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

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

such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

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

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

12.0 Disqualification

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

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

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

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

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

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

16.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2021**.

17.0 Payment Terms

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

18.0 Liability of Council

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

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

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

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

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

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

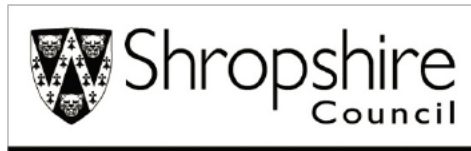
19.0

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

20.0

Declaration

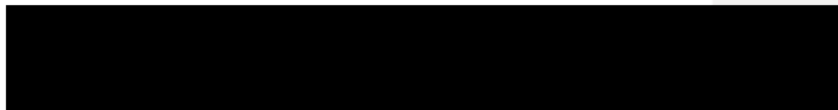
We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to



Tender Response Document

RMCB 035 – SECURITY GUARDING AND LONE WORKING SERVICES

Name of TENDERING
ORGANISATION
(please insert)



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



Shropshire Council Tender Response Document

Contract Description/Specification:

Enquiries are sought from suitably qualified and experienced contractors in respect of a contract for security guarding services at Shropshire Council sites. The contract will commence on 1st April 2021 for a period of up to 4 years.

It is Shropshire Council's intention to award this contract to one contractor. The successful contractor shall provide a 24 hour 365 day emergency service for the duration of this contract (including bank and public holidays). The contract shall comprise the annual key holding service for Shropshire Council premises including car parks, park & ride, schools and external clients along with mobile patrolling and static guarding, opening/closing of premises throughout the whole of Shropshire. This contract may also include the monitoring and response for lone workers.

The successful contractor must be an Approved Contractor of the Security Industry Authority or EU equivalent for the duration of the contract and must be audited in line to the current British Standards BS10800:2020, BS7499:2020, BS7984-3:2020, BS7858:2019, BS7984-1:2016 and BS7984-2:2014. Any sub-contracting must get written approval prior to implementation of the service and failure to comply may result in termination of the contract.

The majority of the service will be keyholding for both intruder alarms and fire alarms at Shropshire Council properties (including 84 Shropshire Council retained schools, which may be subject to change) throughout the whole geographic area of Shropshire. Individual premise managers determine whether the keyholding service is required at their site. Keyholding contracts will be between the security guarding company and individual Shropshire Council properties. The security guarding company is responsible for the setting up, the management and associated works as and when requested by the individual properties. The current contracts between the existing security guarding provider and individual properties will continue to run to the end of their term.

For schools each keyholding contract shall be up to a maximum of two years and reviewed thereafter. The current contracts between the existing security guarding provider and individual school properties will continue to run to the end of their term. When the present keyholding contracts expire, the successful contractor may be invited to continue the keyholding service at the schools concerned.

For Shropshire Council buildings and car parks/park & ride the contract will be as per the specification for the duration of the contract.

The requirement of both mobile, static guarding and opening/closing along with lone working monitoring and response will be intermittent and only when required. The contracts for this work shall be between the security guarding company and individual Shropshire Council properties (including 84 Shropshire Council retained schools, which may be subject to change) and only be for the period required by the premise manager. The security guarding company is responsible for the setting up, the management and associated works as and when requested by the individual properties.

This contract will also include car parks along with park and ride facilities within the Shropshire area. The locking/unlocking of gates/barriers will also be as & when required.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') as amended in 2014 will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.



Instructions for the completion of this document

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

Contents

Section	Description	Page
A1	Form of Tender	9
A2	Non-Canvassing Certificate	10
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A4	Declaration of Connection with Officers or Elected Members of the Council	12
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	18
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	19
B Part 2 Section 3	Grounds for Discretionary Exclusion	22
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Evaluation Criteria

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

Selection Criteria Pass/Fail Questions (Section B)



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

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section C / Q 1	Price	400 max marks
Total for price		400 max marks
Quality 60% (600 marks)		
Section C / Q 2.1	Details of any previous similar contracts and experience	3 / 30 max marks
Section C / Q 2.2	Key holding services	2 / 20 max marks
Section C / Q 2.3	Guard response	2 / 20 max marks
Section C / Q 2.4	Sample record/log sheet for mobile patrols.	2 / 20 max marks
Section C / Q 2.5	Intruder alarm	2 / 20 max marks



Section C / Q 2.6	Security patrols	3 / 30 max marks
Section C / Q 2.7	Procedure for security guard assistance	2 / 20 max marks
Section C / Q 2.8	Provision of information/training for security guards	2 / 20 max marks
Section C / Q 2.9	Measures implemented to ensure effective security guard patrol	2 / 20 max marks
Section C / Q 2.10	Measures and procedures to ensure the health and safety	2 / 20 max marks
Section C / Q 2.11	Dealing with false intruder alarm 'alerts'/activations	3 / 30 max marks
Section C / Q 2.12	Dealing with staff at property when an intruder alarm has been activated	3 / 30 max marks
Section C / Q 2.13	Action of both the company and guard in responding to the break-in.	3 / 30 max marks
Section C / Q 2.14	Response to alarm activations when you don't have the building keys	3 / 30 max marks
Section C / Q 2.15	Actions of security guard following a false alarm.	3 / 30 max marks
Section C / Q 2.16	Procedure for responding to a 'confirmed' activation of an intruder alarm	2 / 20 max marks
Section C / Q 2.17	Illustrate how your company would approach additional guarding taking into account the limited finances of the Council.	3 / 30 max marks
Section C / Q 2.18	Indicate how your company would approach vandalism and identification of culprit.	4 / 40 max marks
Section C / Q 3.1	Health and safety of security guards who are responding to a lone working distress call	2 / 20 max marks
Section C / Q 3.2	Lone working monitoring and response	2 / 20 max marks
Section C / Q 4.1	Collection of income relating to customer lock-ins within car parks	1 / 10 max marks
Section C / Q 4.2	Staff training	1 / 10 max marks
Section C / Q 4.3	Support and management of staff	1 / 10 max marks
Section C / Q 5.1	Confirmation that your company does not use premium help line telephone numbers	1 / 10 max marks
Section C / Q 6.1	Formal quality assurance systems relevant to this contract	2 / 20 max marks
Section C / Q 6.2	Training matrix	2 / 20 max marks



Section C / Q 7.1	Social Value	2 / 20 max marks
Total for quality		60 / 600 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 600 marks available for Quality. Other tenders will receive a final mark that reflects



the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **400**.

Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

The Price Evaluation will be based on the information in following schedules and the rates tendered in Tender Response Document – Section C - 1. Pricing Schedule. The tendered rates will be multiplied by the total figures for each of the tasks set out below and added together to come to a total evaluation price.

Keyholding - Buildings:

Town	Keyholding {number of sites}	Call Outs number of call outs {number of additional hours on site}	Mobile Patrols number of visits {number of additional hours on site}	Static Guarding number of visits {number of additional hours on site}	Emergency Response Guarding number of visits {number of additional hours on site}	Opening & Closing Whole Site number of days {number of additional hours on site}	Opening & Closing Main Entrance number of days {number of additional hours on site}
	A	B(B1)	C(C1)	D(D1)	D2(D2)	E(E1)	F(F1)
Bridgnorth	4	8 (2)	25 (5)				
Ludlow	3	12 (2)	10 (3)				25 (5)
Market Drayton	4	8 (1)				260 (5)	
Oswestry	6	24 (2)	60 (10)				
Shrewsbury	32	190(10)	650 (25)	100 (10)	4(2)		30 (8)
Wem	1	4					
Whitchurch	1	4	5				
Total	51	250 (17)	750 (43)	100 (10)	4(2)	260	55 (13)

Keyholding/Income Collection – Car Parks/Park & Ride/Barriers/Gates:

Town	Keyholding Car Parks/ Park & Ride {number of sites}	Keyholding – Car Parks/ Park & Ride – Barriers/Gates Only {number of sites}	Car Parks/ Park & Ride Call Outs number of call outs {number of additional hours on site}	Car Parks/ Park & Ride Barriers/Gates Only number of visits {number of additional hours on site}	Two Stage Close Down number of visits	Income Collection number of visits
	G	H	I(I1)	J(J1)	K	L
Bridgnorth	8					
Ludlow	5					
Market Drayton	4					
Oswestry	8	6				
Shrewsbury	13	15	71 (2)	20 (2)	282	12
Wem	3	1				
Whitchurch	6	1				
Total	47	23	71 (2)	20 (2)	282	12

Please note that these schedules are based on approximate numbers per annum they are indicative only to be used for evaluation purposes and must not be considered as a guide to future work.

Please also note the above evaluation task usage figures do does not include schools (these figures are not available to the council)



Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Security Guarding and Lone Working Services

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Security Guarding and Lone Working Services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received

2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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



Non-collusive Tendering Certificate

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

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

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

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

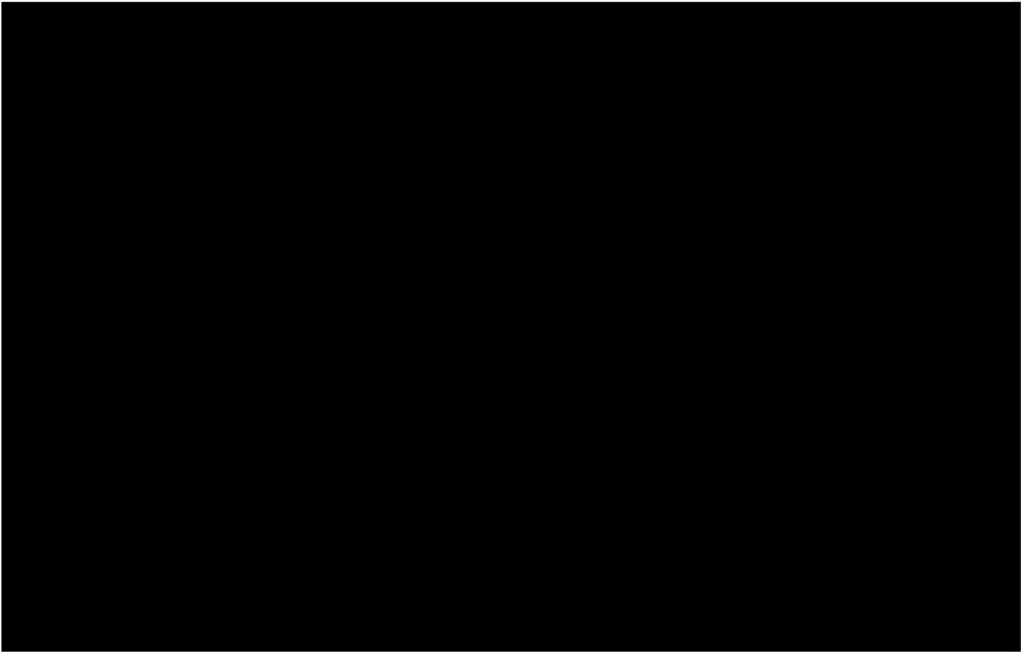
Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No

If yes, please give details:

Name	Relationship

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



SECTION B

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.

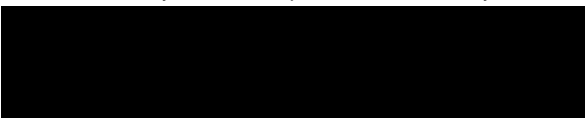
If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

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. Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. *All sub-contractors are required to complete Part 1 and Part 2*¹.
7. 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 memb state where it is established?	
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?	
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 ?	
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 Europae (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?																																																																
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?																																																																
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><tr><td>Name</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Registered address</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Trading status</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Company registration number</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Head Office DUNS number (if applicable)</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Registered VAT number</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Type of organisation</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>SME (Yes/No)</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>The approximate % of contractual obligations assigned to each sub-contractor</td><td></td><td></td><td></td><td></td><td></td></tr></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					
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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.

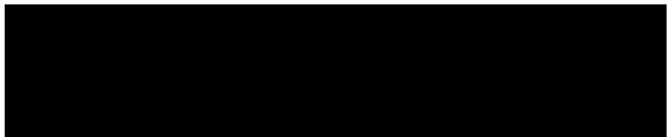
I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

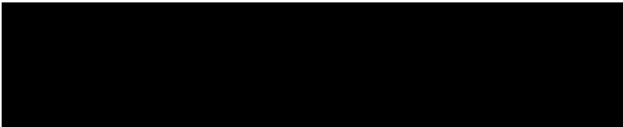
Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	



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)	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.	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
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)	
2.3(a)	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 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	
2.4(a)	<p>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:</p> <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. 	
2.5	Is your company an Approved Contractor of the Security Industry Authority or EU equivalent	



	Mandatory Requirement Proof Enclosed	
2.6	All staff including company managers and directors <u>must</u> have a non front line Security Industry Authority Licence Mandatory Requirement Proof Enclosed	
2.7	All security guard operatives <u>must</u> have a front line Security Industry Authority Licence Mandatory Requirement Proof Enclosed	
2.8	Do you currently hold any SSIP (Safety Schemes in Procurement) certificate with the SSIP logo on it i.e. CHAS Accreditation, SMAS, EXOR, Safecontractor, Safe-T-Cert, Acclaim Accreditation Certificate as these are included in the Health and Safety requirements by Shropshire Council Mandatory Requirement Proof Enclosed	
2.9	Have all of your employees at your Company been through the DBS (Disclosure and Barring Service) checking processing including child and/or adult barred list check to Enhanced level? Mandatory Requirement Proof Enclosed	
2.10	24 Hour a Day 365 Days a Year Cover Companies interested in being considered for this tender must confirm below that they can provide a 24 hour/day, 365 day/year emergency service Please confirm that you agree to provide this cover Mandatory Requirement	



[REDACTED]

[REDACTED]

[REDACTED]

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
	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. 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.	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
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?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
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?	

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.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
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.	



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	
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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.	
	(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.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(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).	
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.	

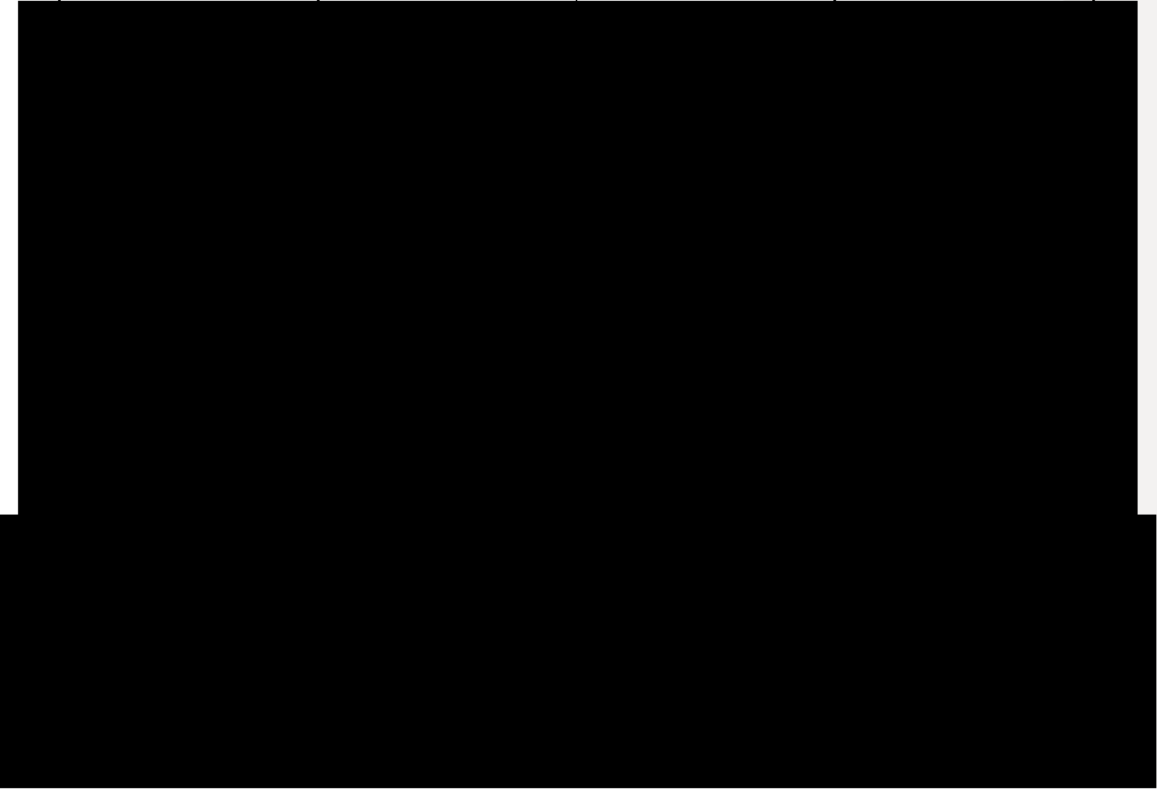
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

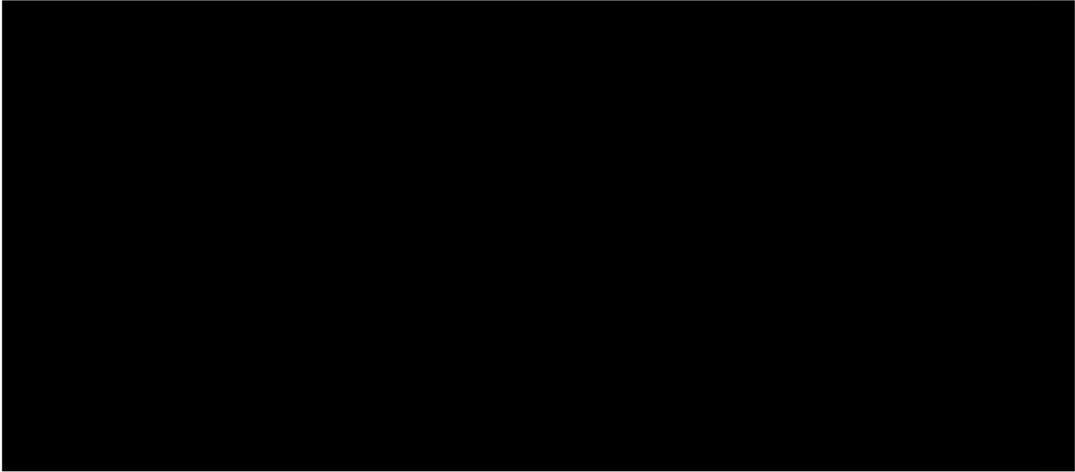
5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	



Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
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6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	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")?	
	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?	



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 8	Additional Questions
8.1	Insurance
	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: Employer's (Compulsory) Liability Insurance = £5 Million Public Liability Insurance = £5 Million *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.

8.2	Skills and Apprentices 4 –
a.	Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15. Please confirm if you will be supporting apprenticeships and skills development through this contract.
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?

⁴Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – 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)?

2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
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?	

8.4 – Environmental Management

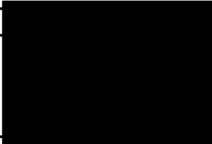
1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</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>	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
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</p>	

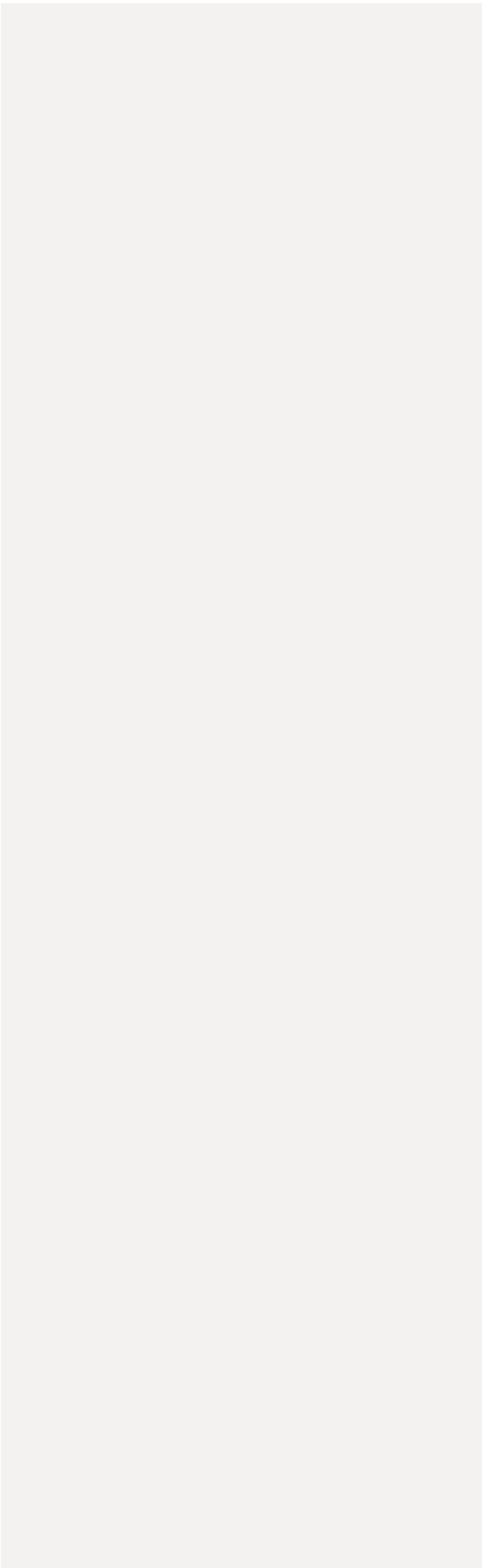
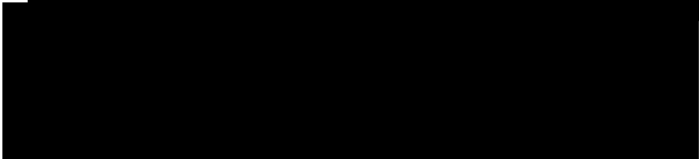
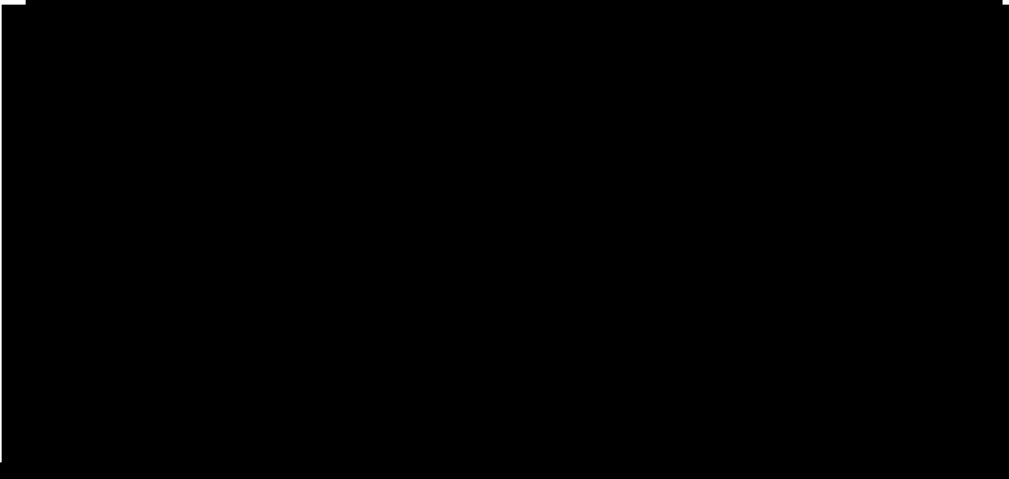
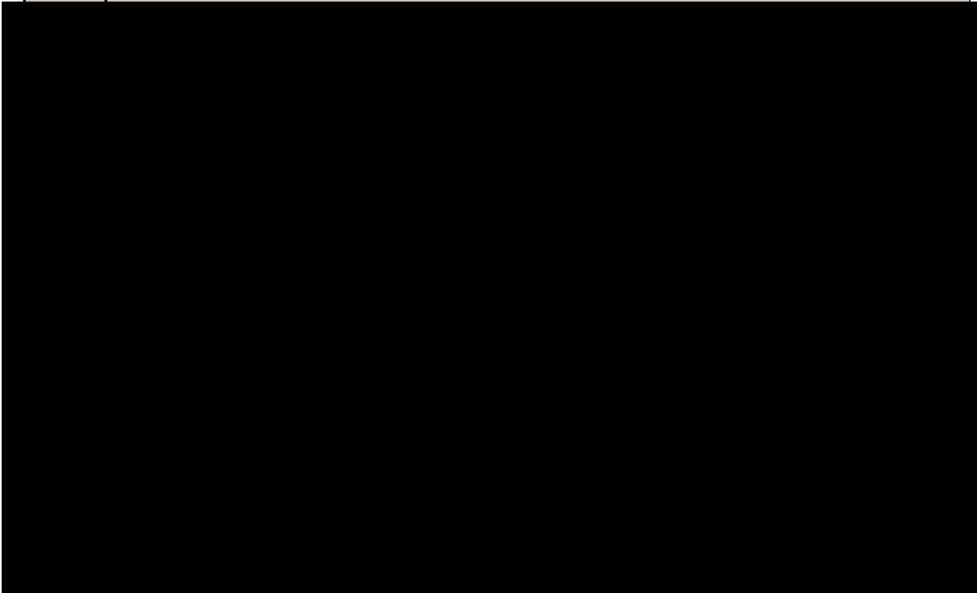


	taken to prevent future occurrences or breaches.
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?



SECTION C – TENDER SCHEDULE

1.	Pricing Schedule
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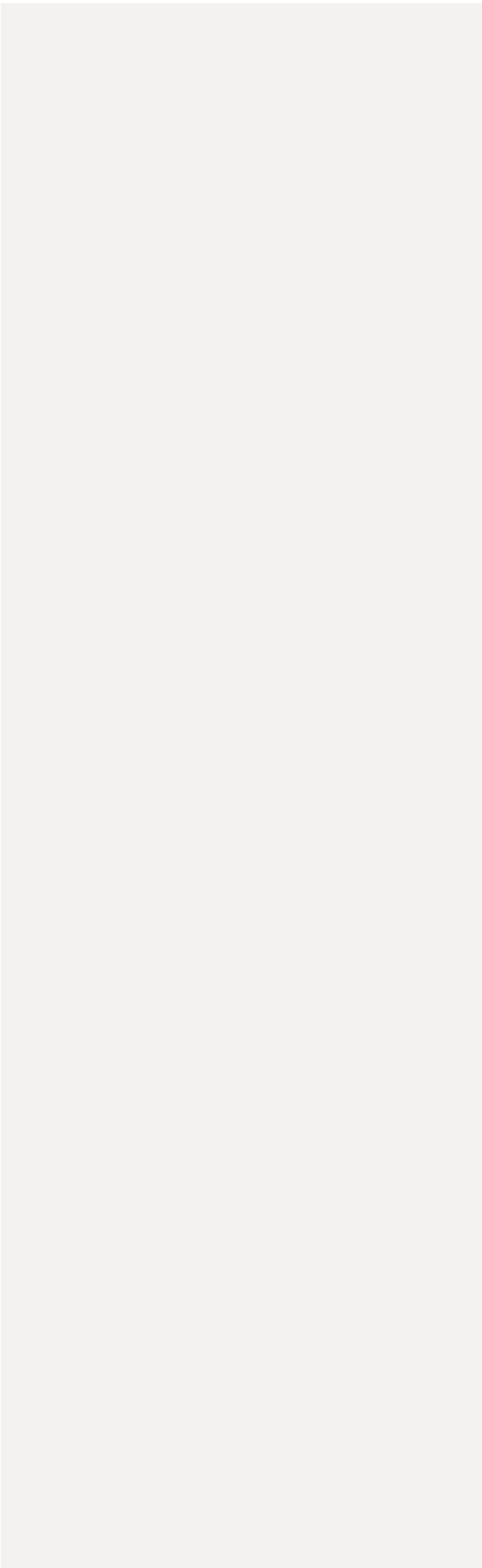


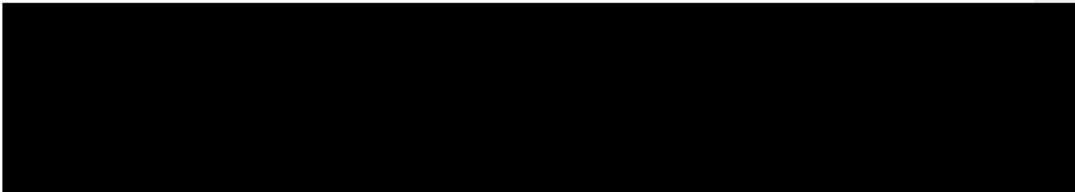


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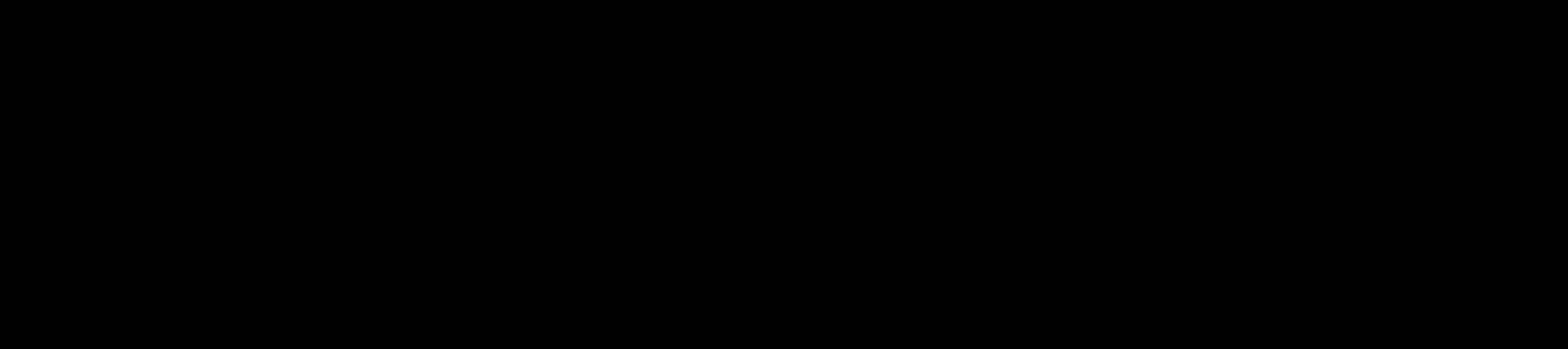
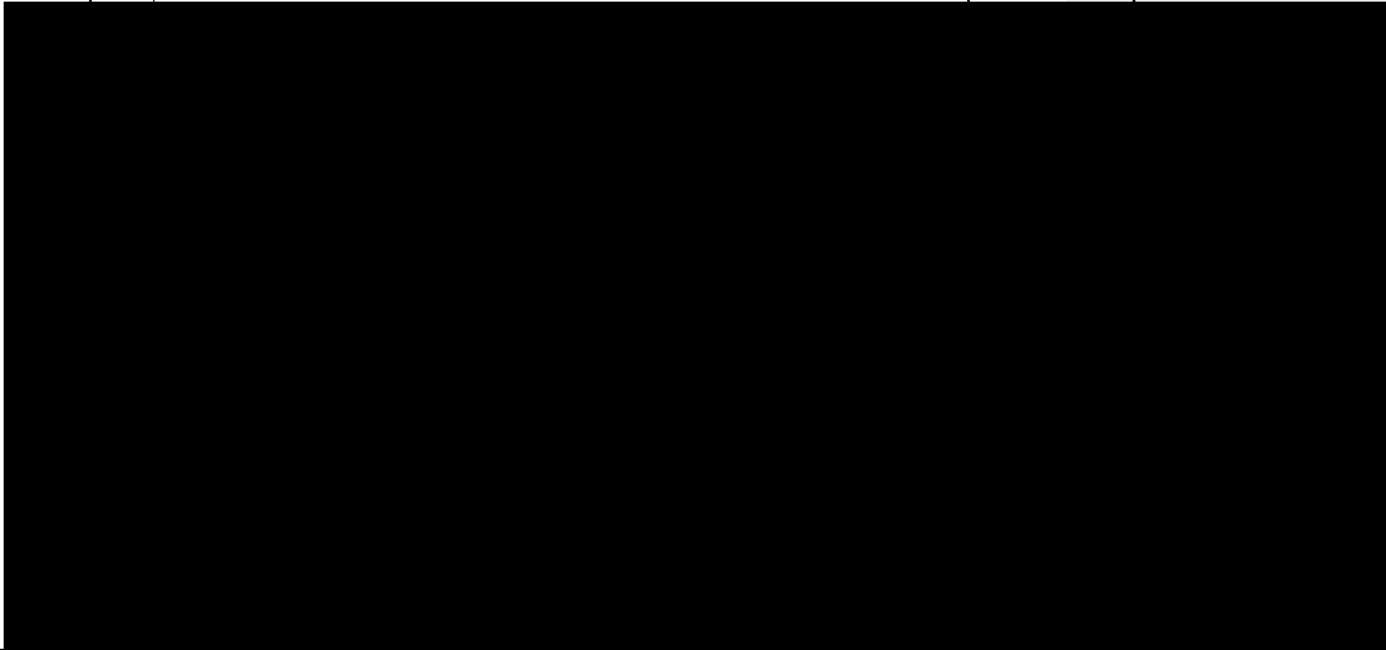
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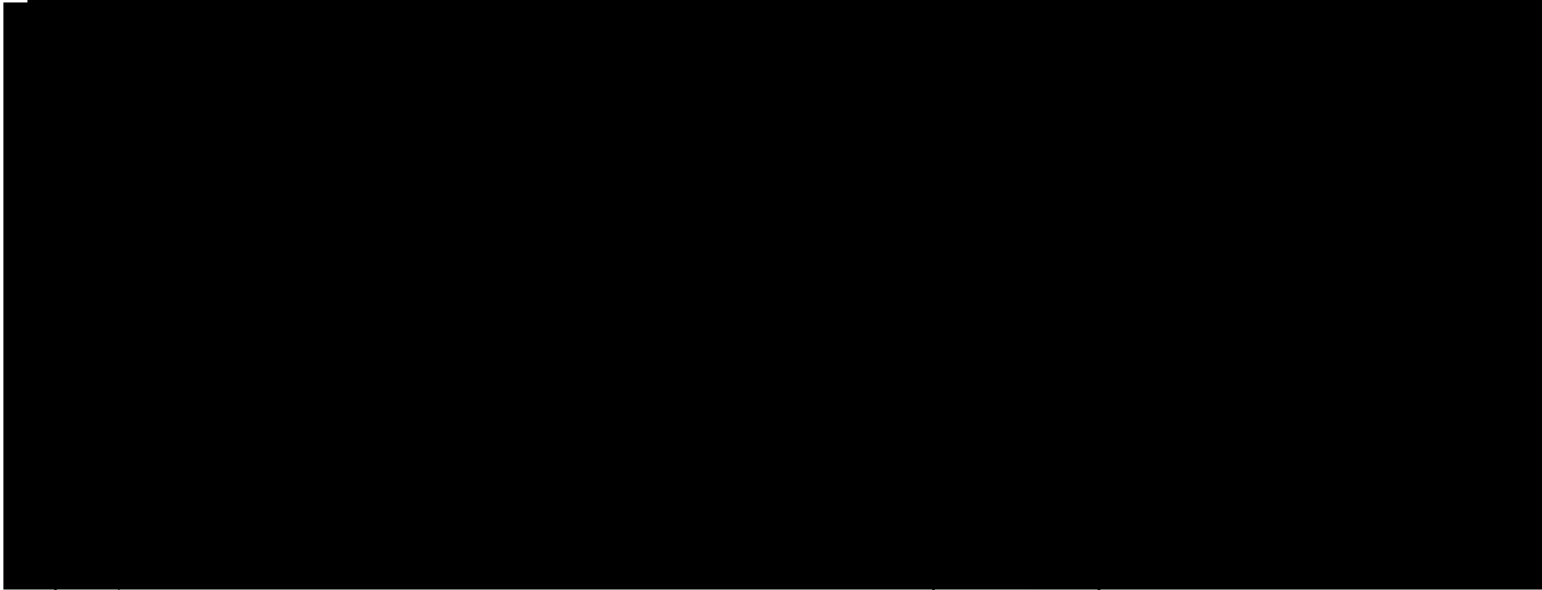
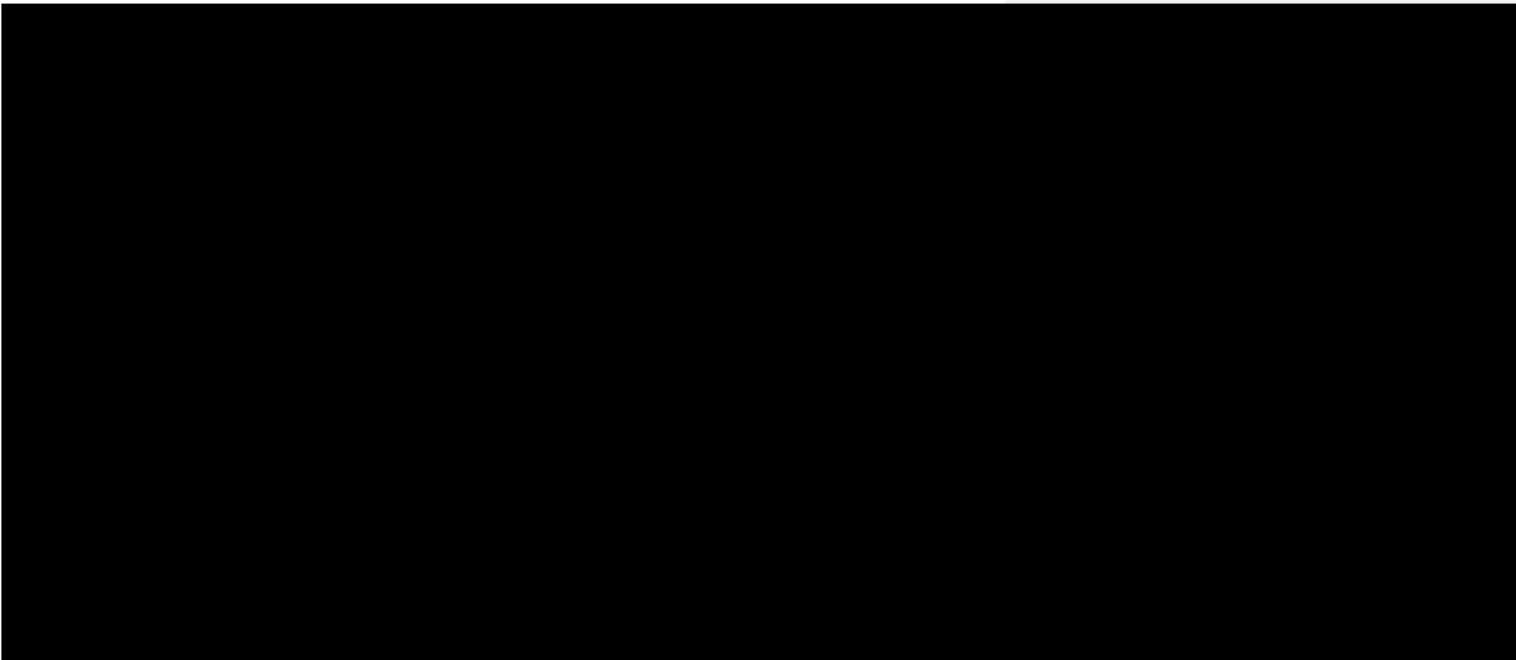
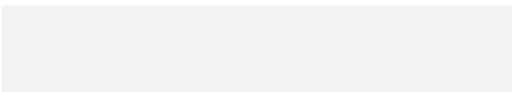
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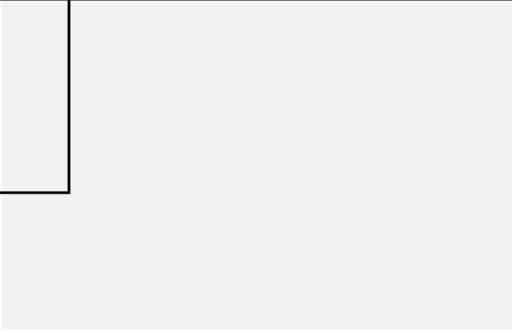


	Tender Schedule	Weighting / Max Marks
2	Security Guarding Services	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required Security Guarding Services including mobile patrolling, static guarding, emergency response, Lone Working Monitoring/Response.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	3 / 30 max marks

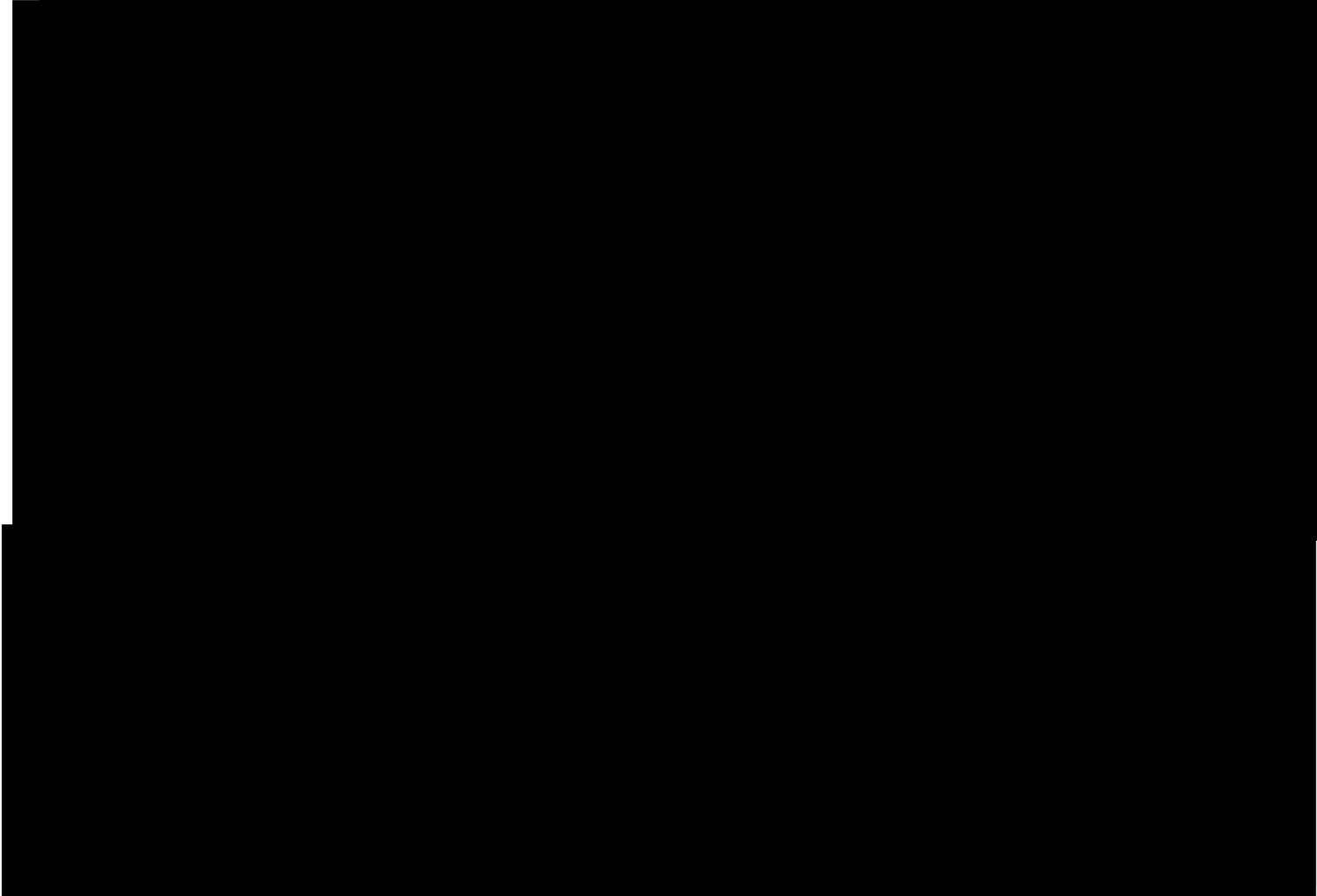
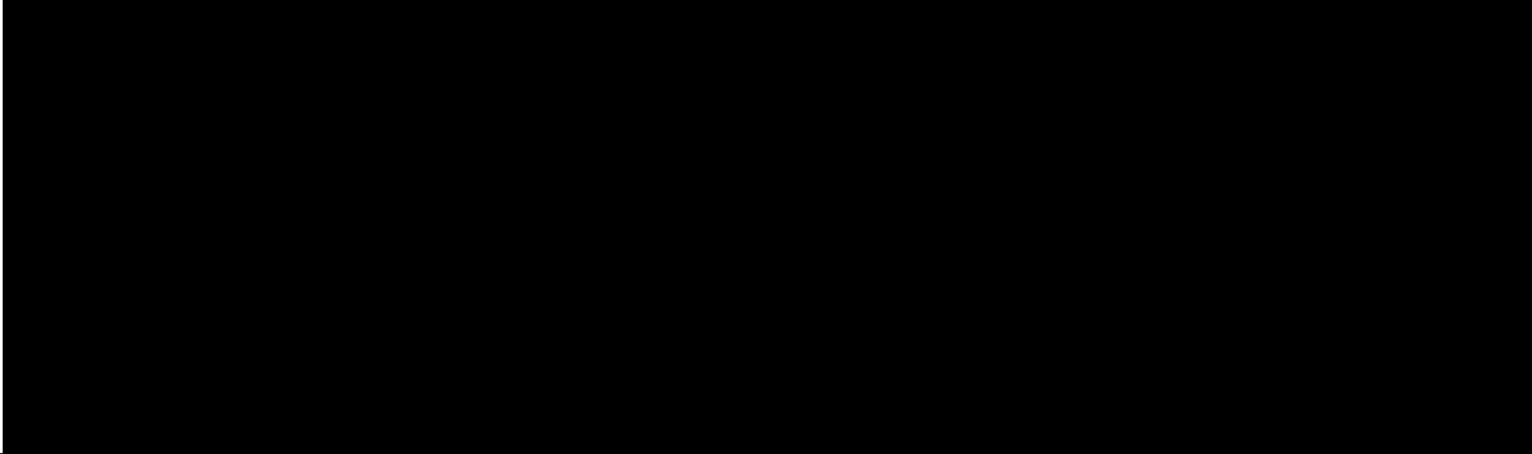


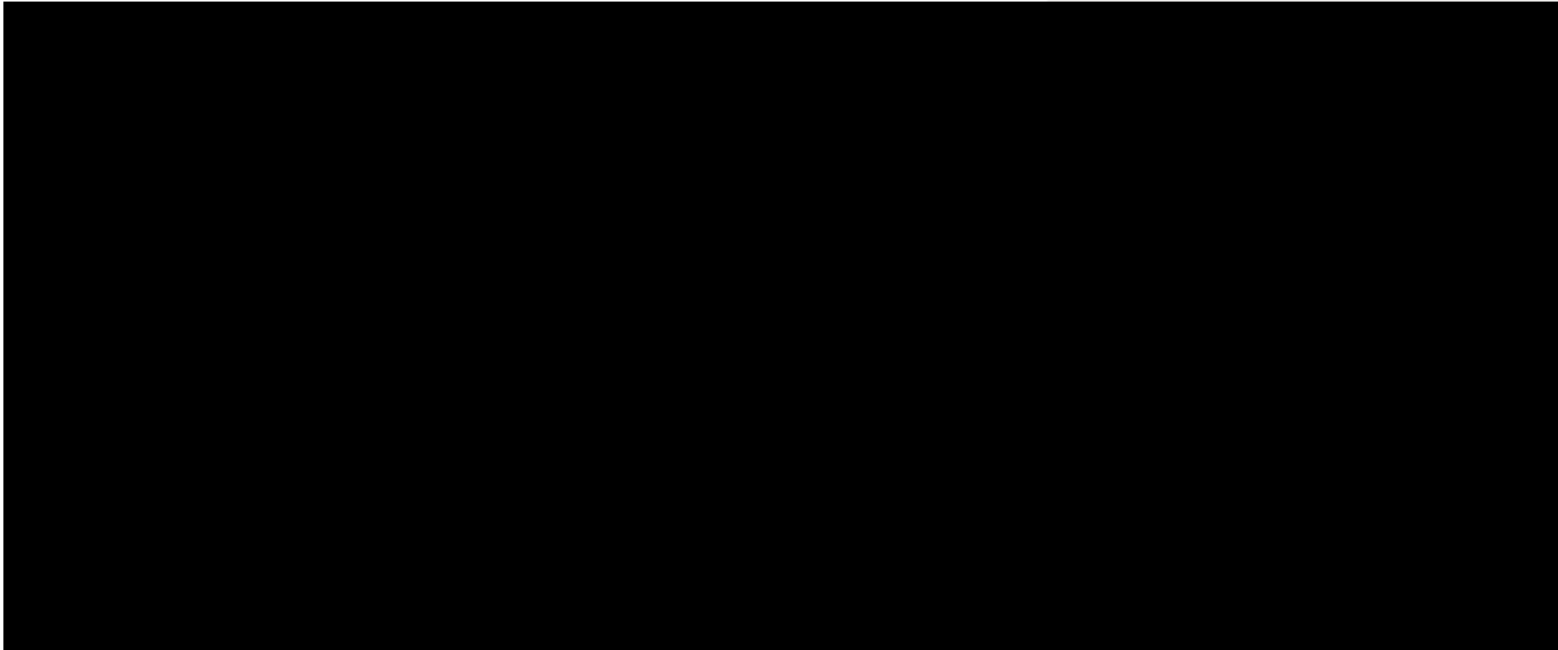


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2.2	Please describe the process you follow for key holding services and confirm that this is in accordance with BS 7984 -1 <i>Please detail all information below and do not refer to attached documents</i>	2 / 20 max marks
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2.4	<p>To illustrate your service to the Council, please provide a sample record/log sheet for mobile patrols.</p> <p>Enclosed</p>	2 / 20 max marks
2.5	<p>In order to show how you would deliver the required services to the Council, a customer has an intruder alarm that when activated does not indicate remotely i.e. Alarm Receiving Centre. What various options would you advise the customer to enable the intruder alarm to have keyholder response?</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	2 / 20 max marks

2.6	<p>A customer has asked for random security patrols to their premises as a result of anti-social behaviour and vandalism. Due to limited finances the customer has asked for three random visits a night, between 9.00pm and 2.00am over a period of one week. On the first night during all three visits, people are found on the site committing anti-social behaviour and substantial vandalism. Please list a series of actions your company/guards would implement or advise, to address the issues encountered during the first night of patrolling.</p> <p><i>Please detail all information below and attach a flow chart illustrating the process</i></p>	3 / 30 max marks

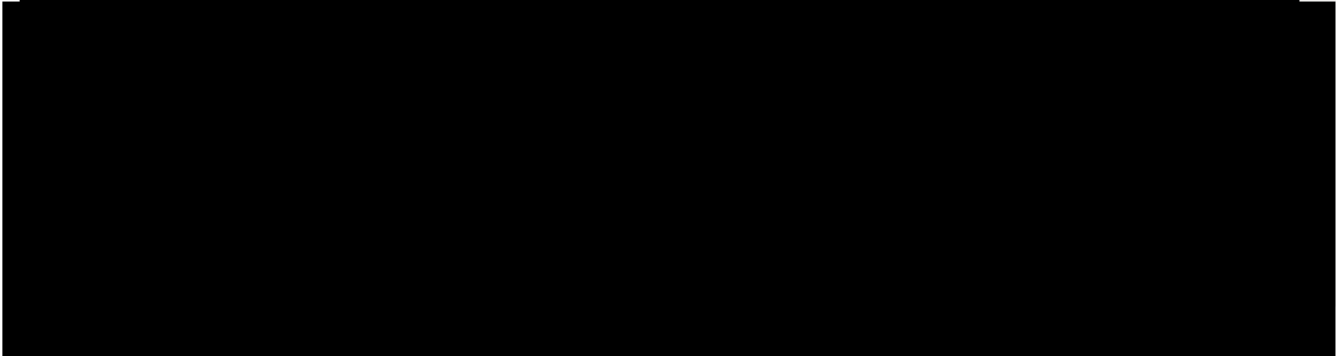
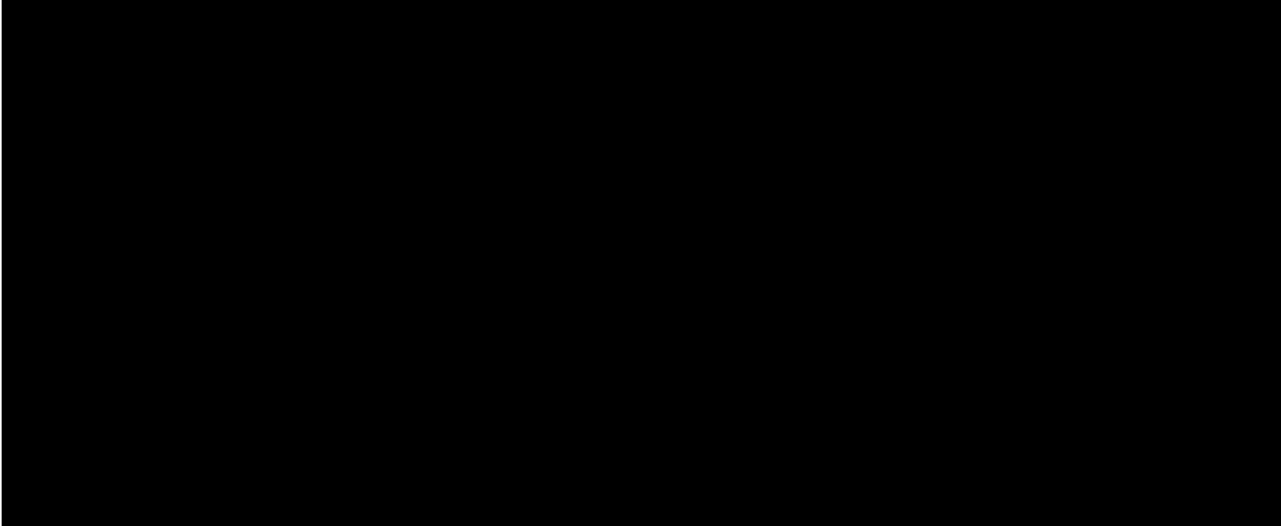
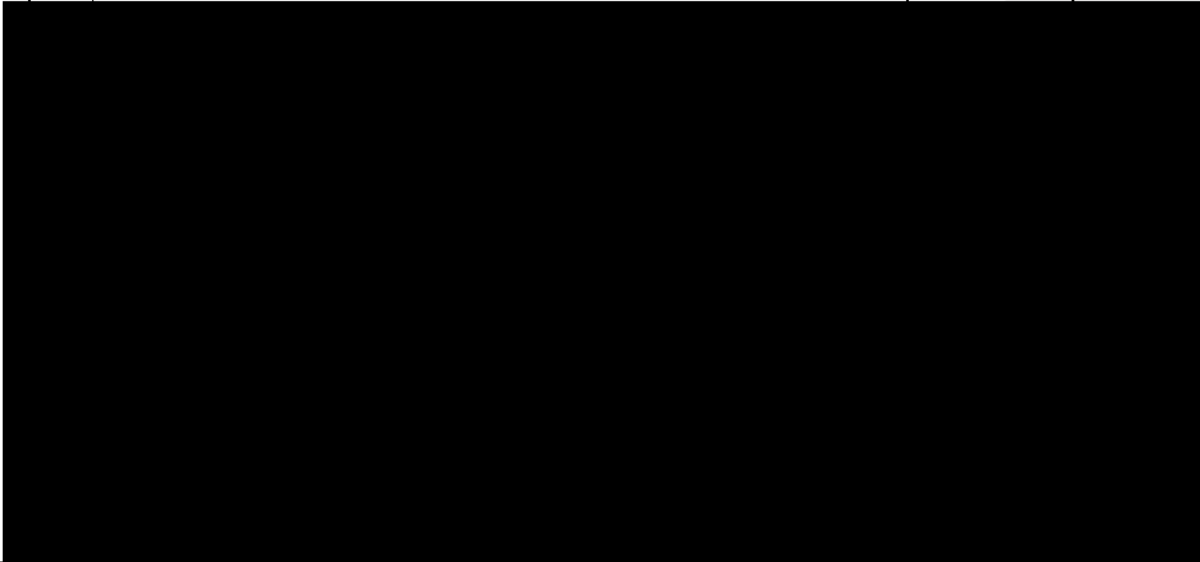
	incident report and telephone call. [REDACTED]	
2.7	<p>What is your procedure for a security guard who is on a Shropshire Council site attending to an issue relating to anti-social behaviour and is in need of assistance?</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	2 / 20 max marks

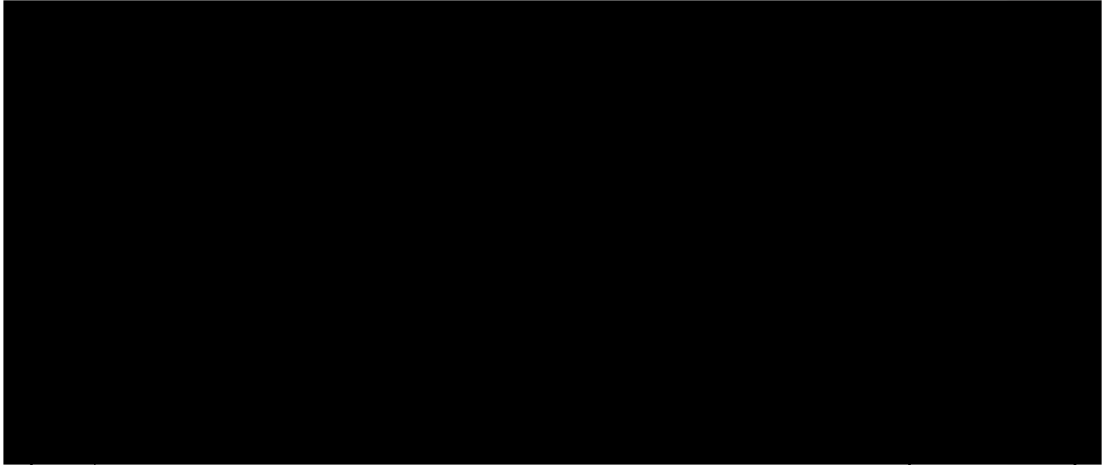
2.8	Please indicate how you would deliver the required services to the Council.	2 / 20 max

	<p>Include what information/training you would give to a security guard to ensure he/she is effective on site when responding to an intruder alarm activation.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	<p>marks</p>
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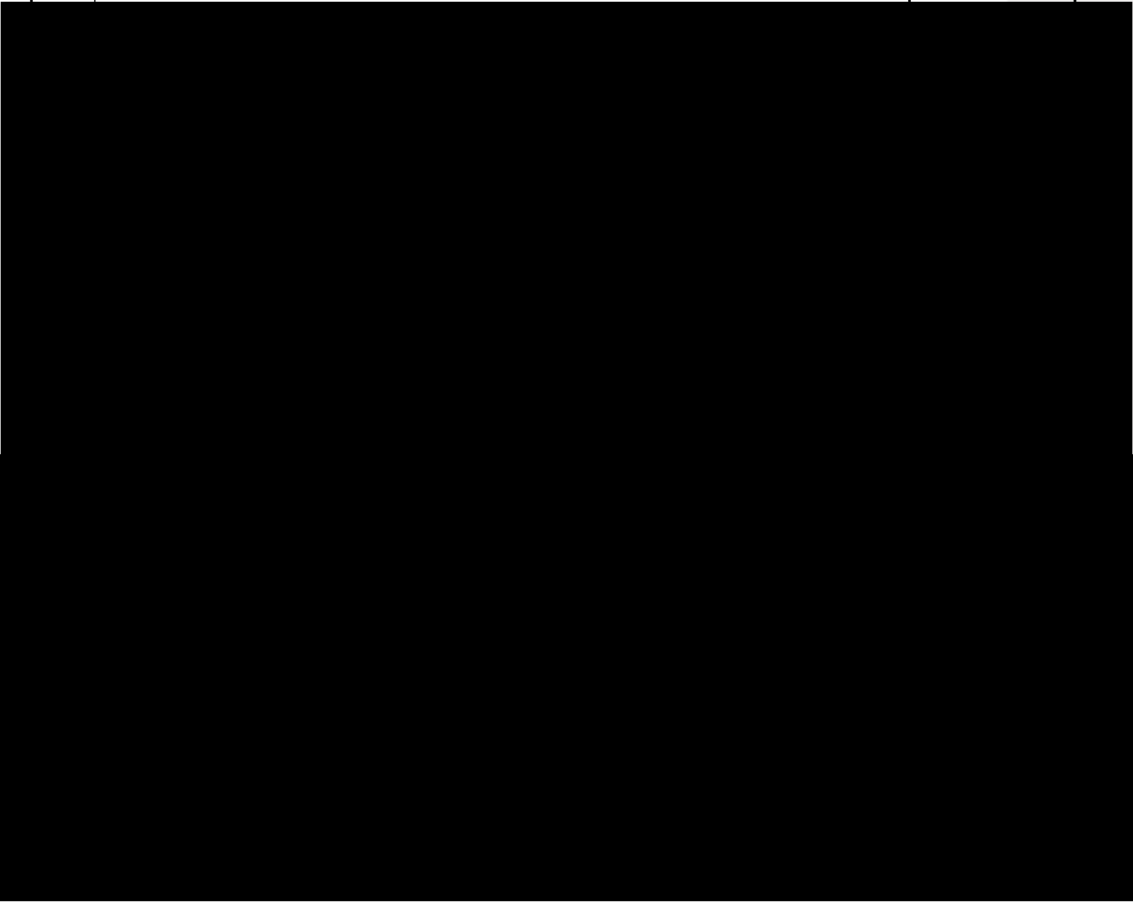
2.9	<p>In order to show how you will deliver the required services to the Council, please indicate what procedures and/or measures you implement to ensure that the security guard patrol is effective and patrols the whole site when making a mobile patrol visit.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	<p>2 / 20 max marks</p>
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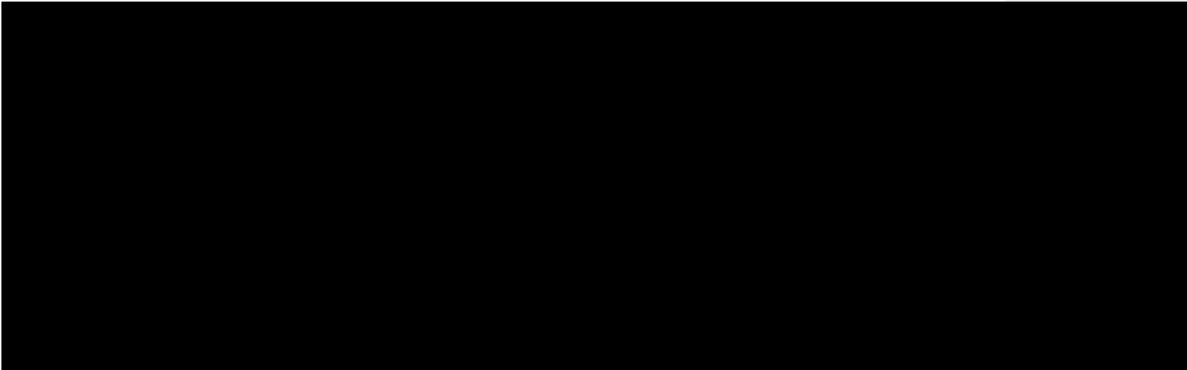
2.10	<p>Please illustrate how would you deliver the required services to the Council and include the measures and procedures you would implement to ensure the health and safety of security guards that are carrying out an intruder alarm response, mobile patrol, static guarding or opening/closing a property.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	2 / 20 max marks
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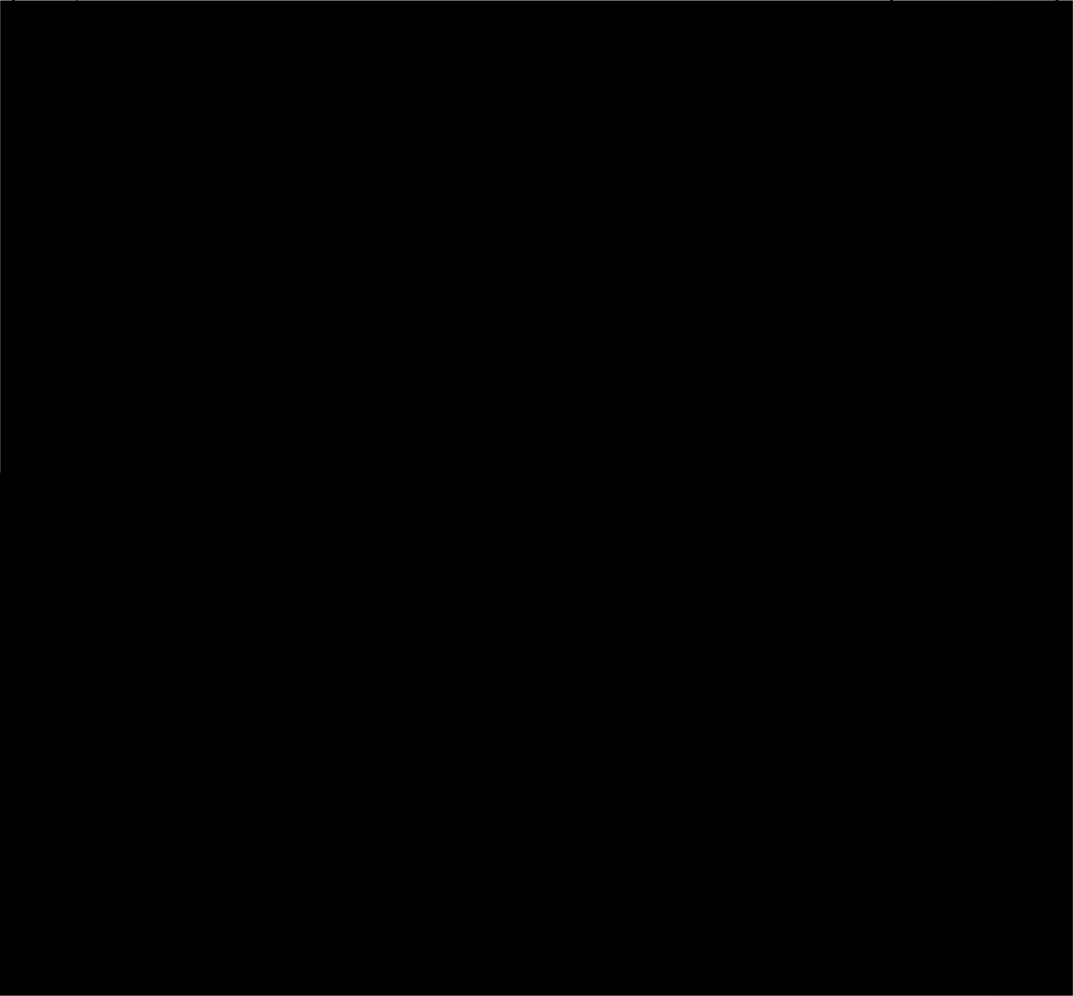


2.11	<p>A large Council property has an intruder alarm with Police response. It's a confirmation type system. Unusually, over a two-week period, the Alarm Receiving Centre has informed your company of 4 intruder alarm 'alerts'/activations. A security guard has attended on all occasions and the 'alerts'/activations have been false – spider's webs over detectors, a poster falling from a wall and a window left open. To illustrate your service to the Council, please illustrate how you would deal with the apparent problem.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	3 / 30 max marks
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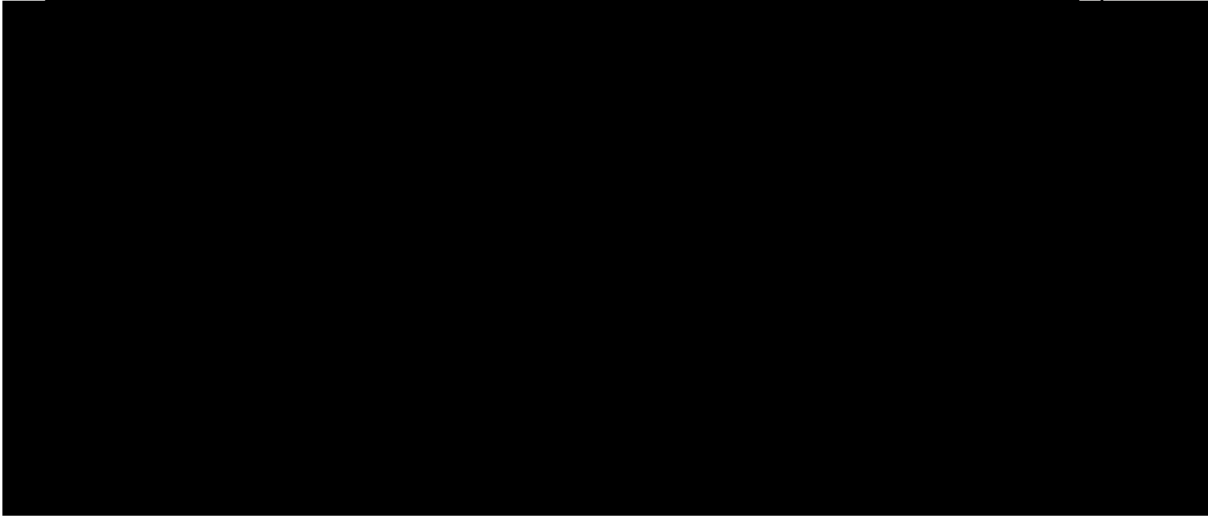
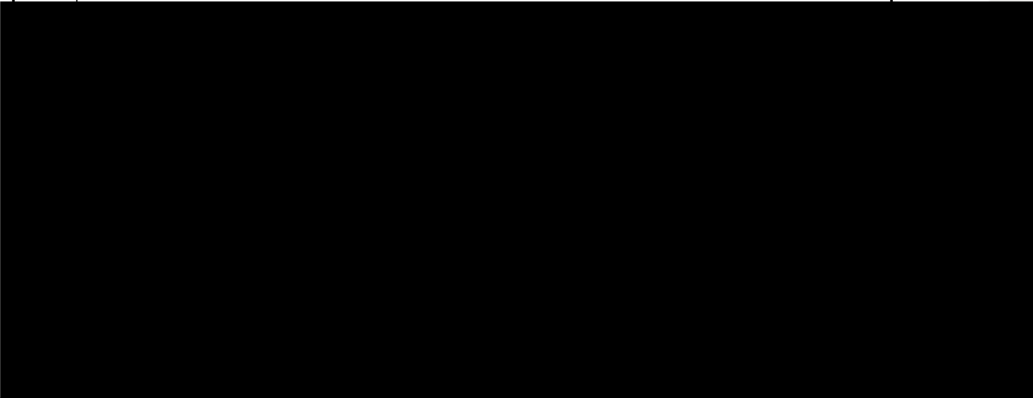


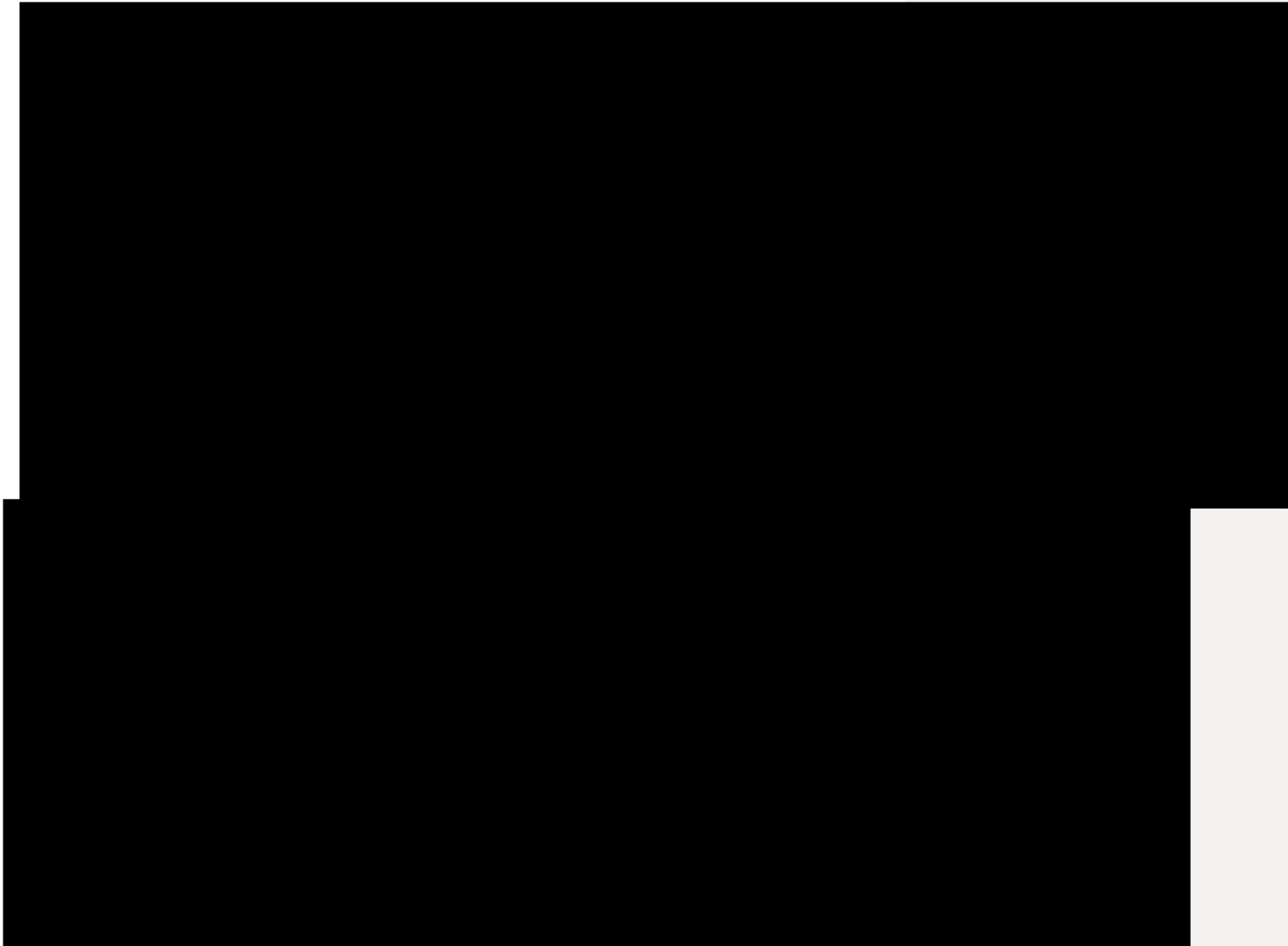
2.12	<p>A security guard arrives at a Council property on a Sunday afternoon, where the intruder alarm has activated. On arrival, a person is walking out of the property and when approached, claim to be a member staff of the property. To illustrate your service to the Council, please indicate how you would deal with the situation and how you would check the member of staff.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	3 / 30 max marks
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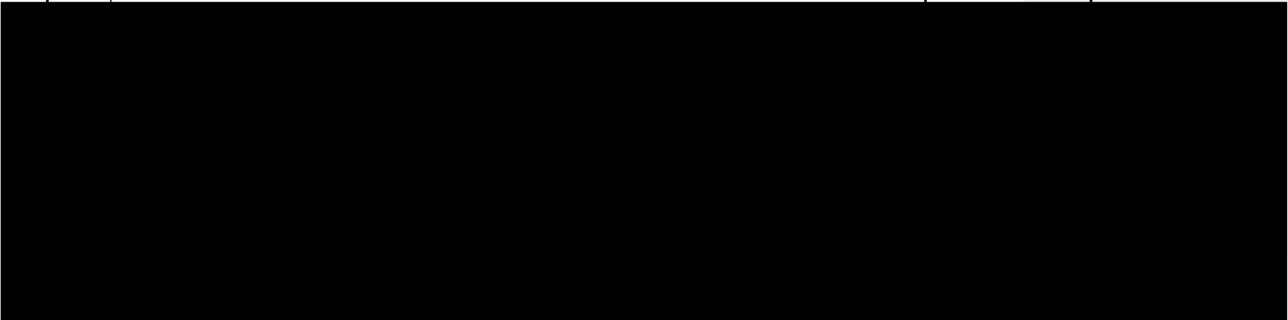


2.13	<p>At 3.00am, an intruder alarm activates at a Council property. The security guard arrives at the site to find that a window has been broken and an external door forced open. To demonstrate your service to the Council, including safety, please indicate the action of both the company and guard in responding to the break-in.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	3 / 30 max marks
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2.14	<p>At 2.00pm on a Saturday, a neighbour to a Council property calls your company as the intruder alarm is sounding. The property doesn't have a keyholding contract for responding to alarm activations, so you don't have the building keys. The neighbour contacted you as your company display boards are insitu for mobile patrolling. Your company provides 2 mobile patrol visits each day between 6.00pm and 2.00am. To illustrate your services to the council, please indicate your response to the phone call.</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	<p>3 / 30 max marks</p>





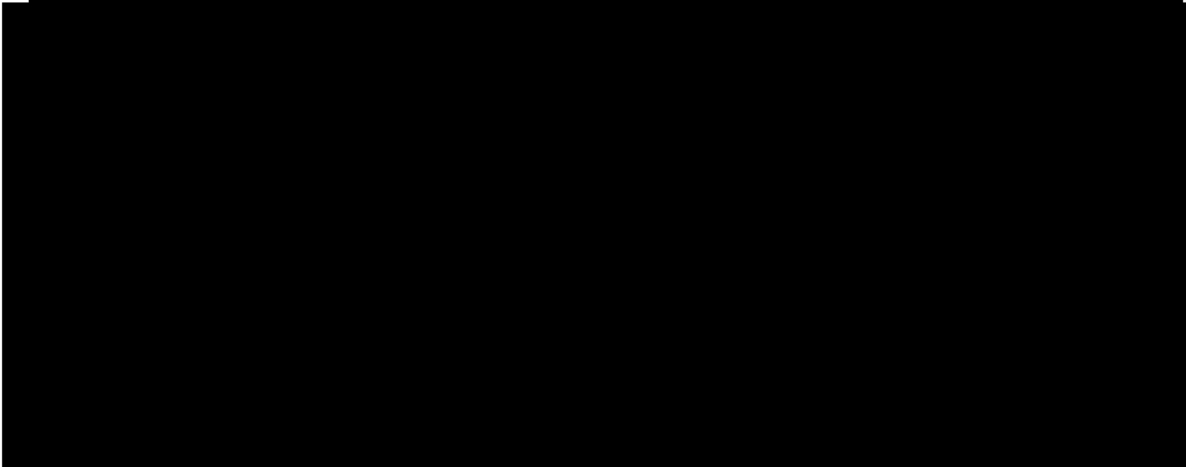
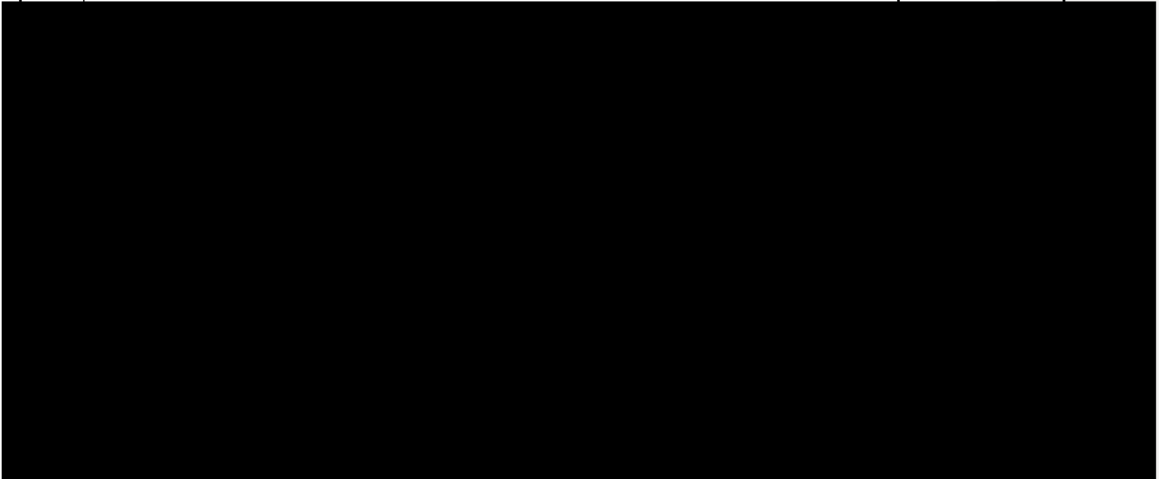


2.15

An intruder alarm activates at a Council property. The security guard attends the site to find it's a false alarm. The guard determines the cause of the false alarm is wall mounted posters moving due to a fan heater. To illustrate your services to the Council, please indicate the actions of the guard following this false alarm.

Please detail all information below and do not refer to attached documents

3 / 30 max
marks

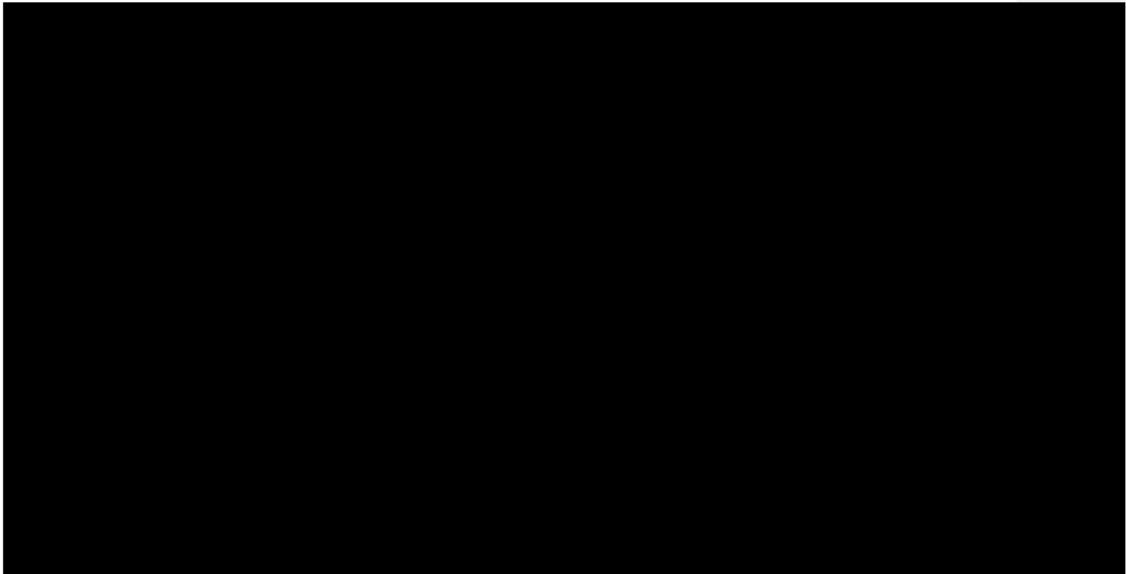


[REDACTED]

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

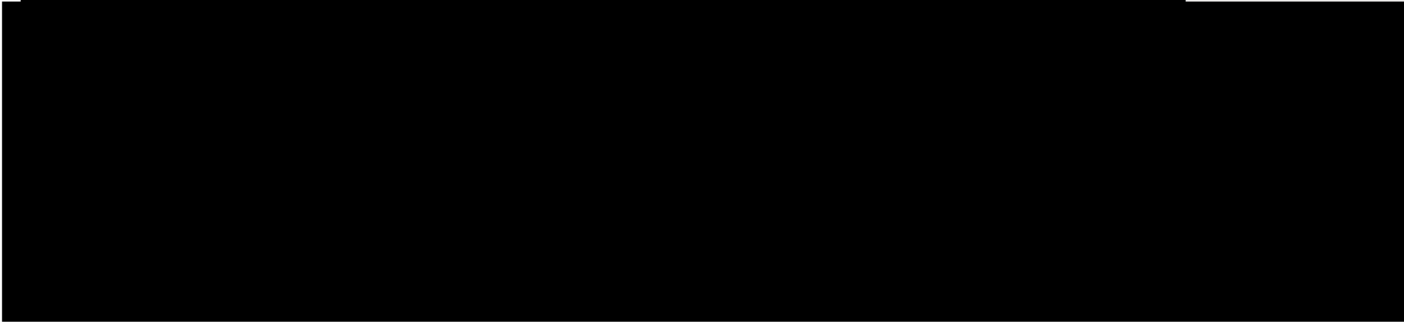
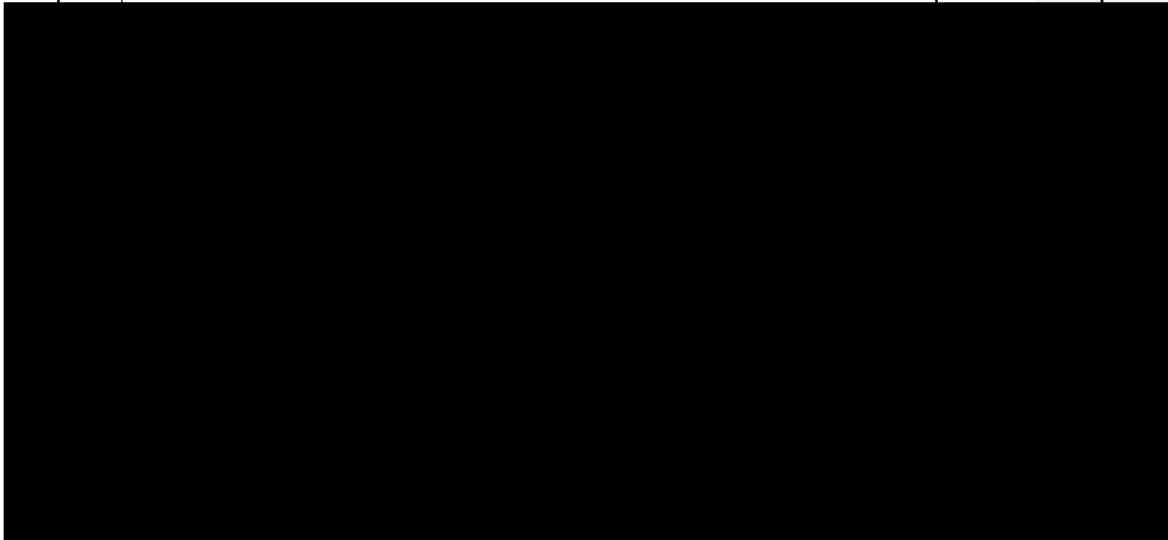
[REDACTED]

[REDACTED]



2.17	A Council property have been experiencing anti-social behaviour during the working day. Staff have complained and suspect drugs may be involved. The area is not covered by CCTV and progressively the issue is escalating. It's proposed to install some fencing to eliminate a gathering area but until this is installed, some guarding is required. To illustrate your services to the Council, please indicate how your company would approach this issue, taking into account the limited finances of the Council.
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3 / 30 max marks



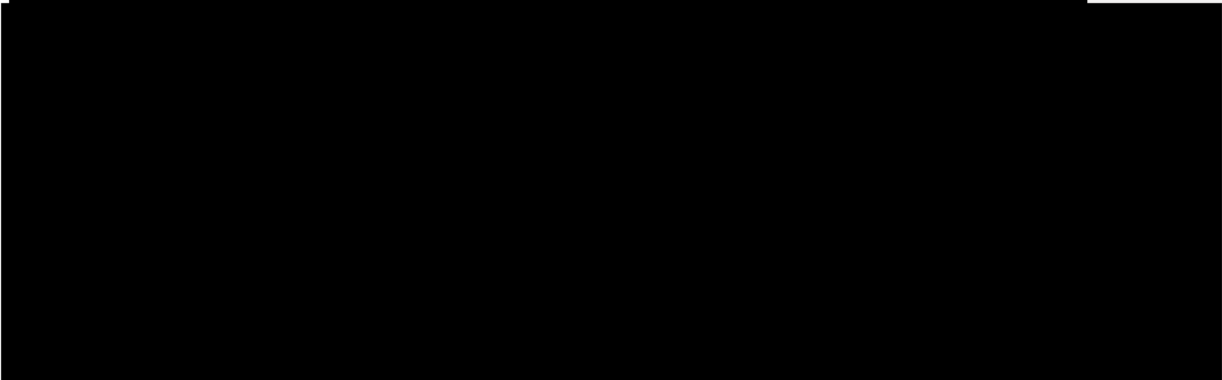
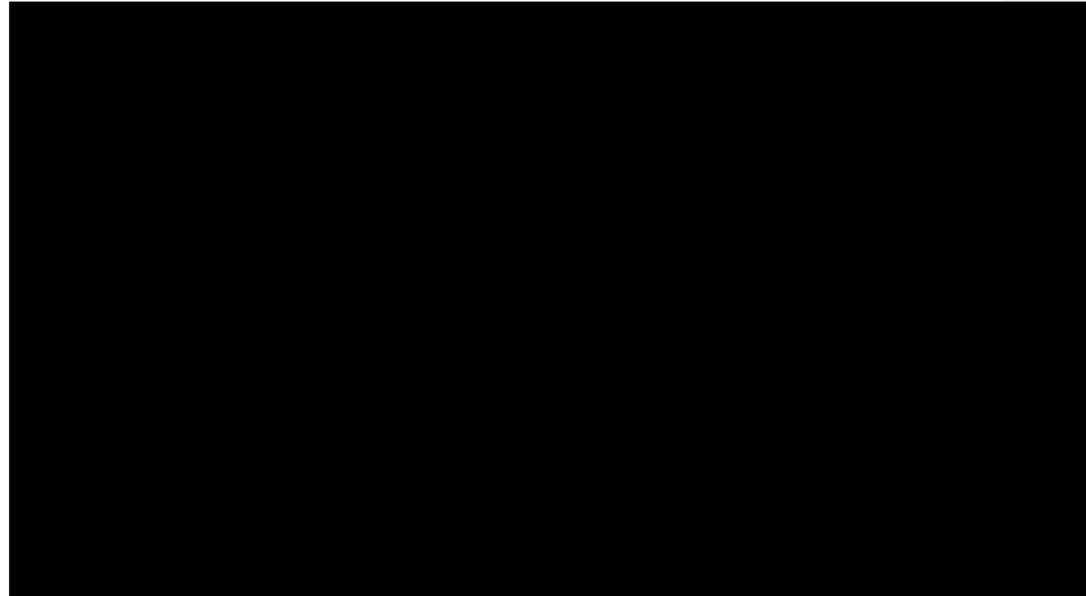
[REDACTED]

[REDACTED]

[REDACTED]

2.18	A large Council property with only five working staff, has an issue of external	4 / 40 max
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[REDACTED]



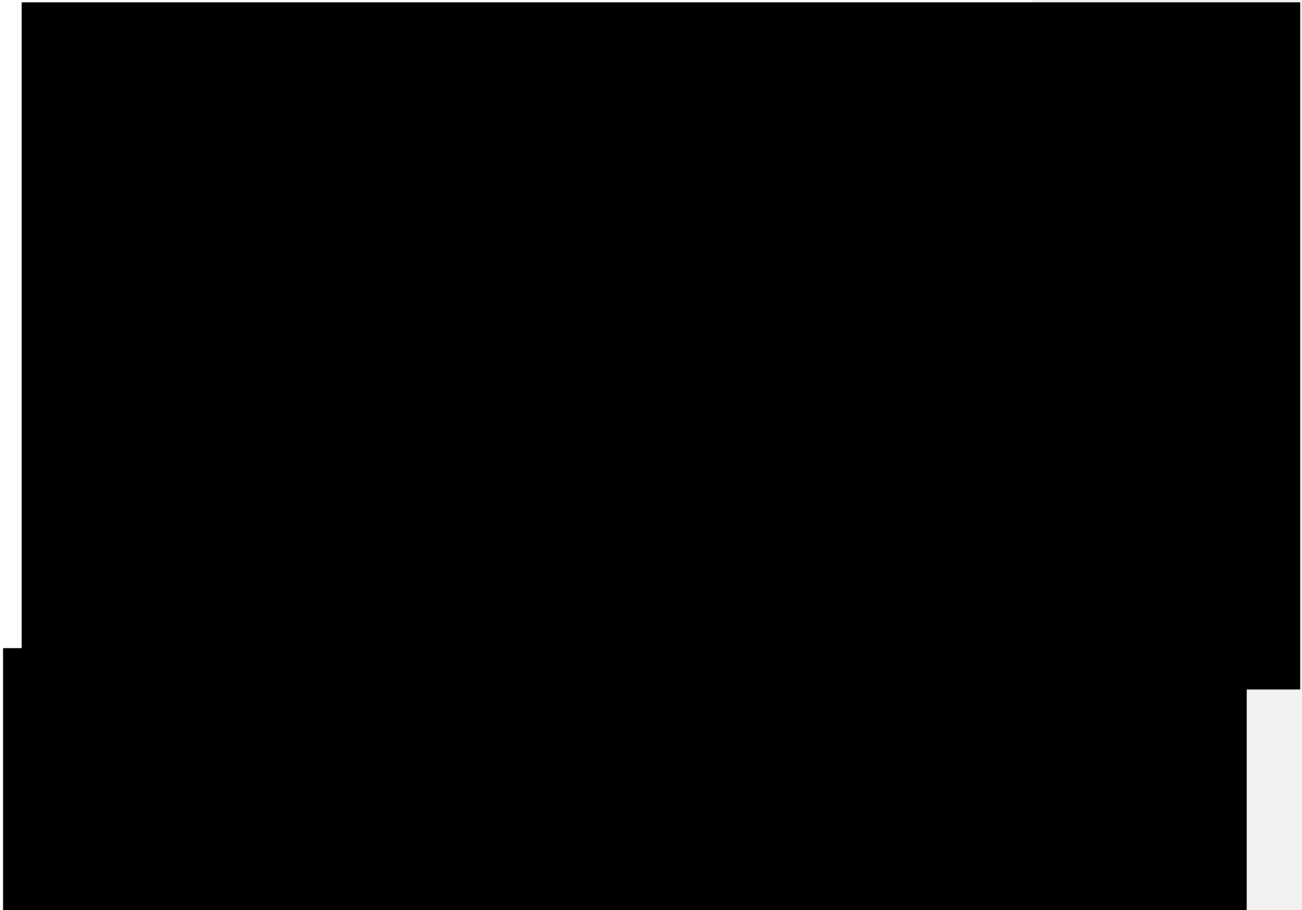
3.	Lone Working Services	
3.1	Please indicate what measures and procedures you would implement to ensure the health and safety of your security guards who are responding to a lone working distress call? <i>Please detail all information below and do not refer to attached documents</i>	2 / 20 max marks



[Redacted content]

3.2	At what point you would involve the Police with regards to lone working monitoring and response. <i>Please detail all information below and do not refer to attached documents</i>	2 / 20 max marks
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[Redacted content]

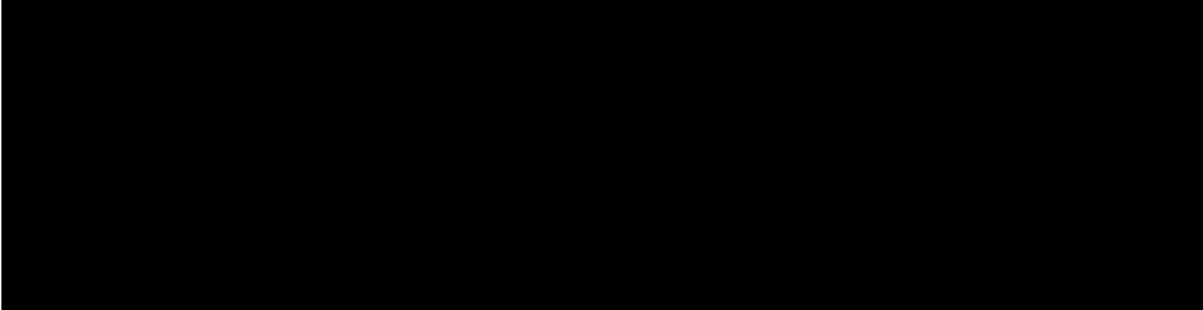


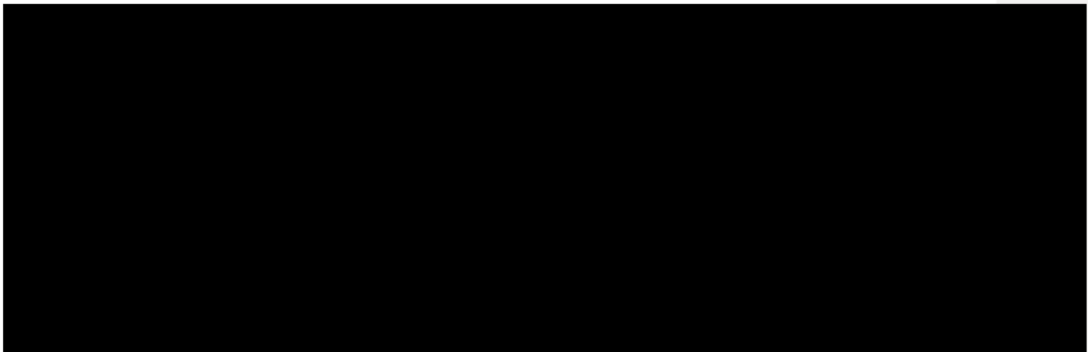
4.	Parking and Transport Assets	
4.1	Please advise how you will manage and administer the collection of income on behalf of Shropshire Council in relating to customer lock-ins within car parks. <i>Please detail all information below and do not refer to attached documents</i>	1 / 10 max marks



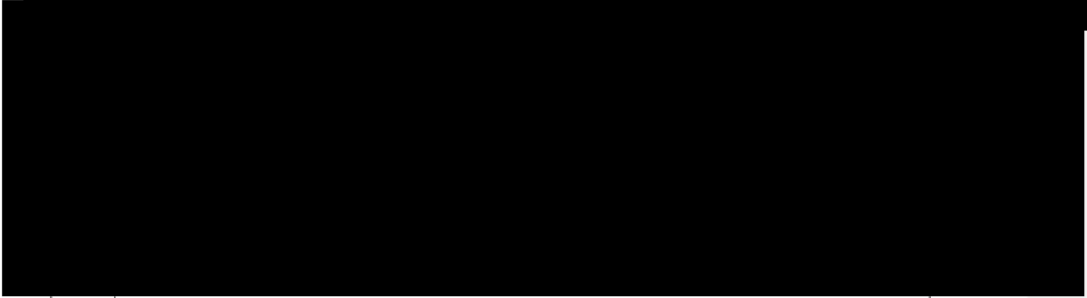
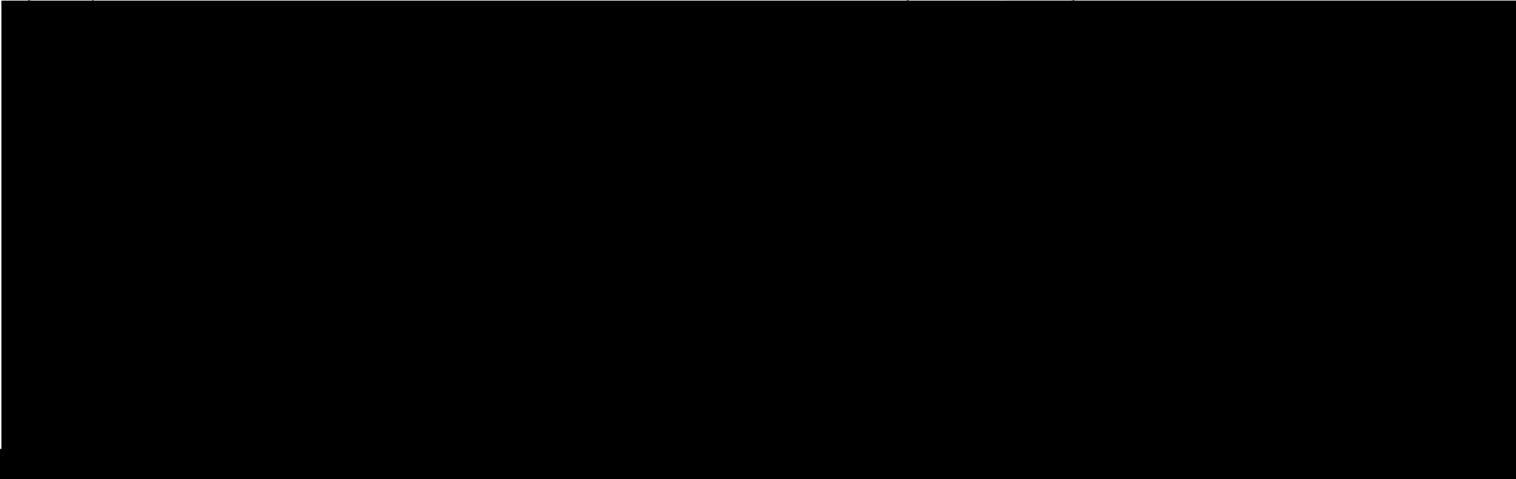


4.2	<p>The staff requirement within the Raven Meadows multi storey car park and bus station require reasonable aptitude, experience and staff who can accurately and clearly record day to day actions, incidents and observations and deal with a demanding and variable day to day environment.</p> <p>Please advise how you will provide suitable staff, what processes you have in place to deal with issues with staff and what you will do to ensure that the staff are suitably trained?</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	1 / 10 max marks
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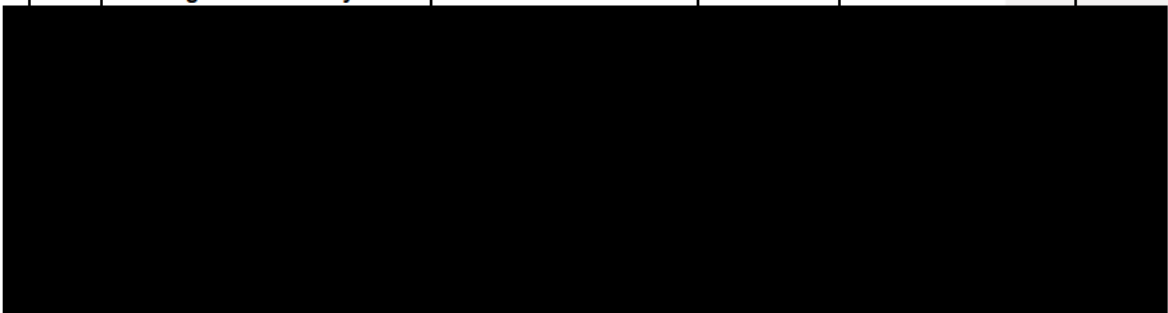
4.3	Please indicate how your company will support and manage staff for the multi storey car park and bus station, including how often catch up meetings will occur, how these will be recorded along with meetings with the Premise Manager. <i>Please detail all information below and do not refer to attached documents</i>	1 / 10 max marks
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5.	Contract Information	
5.1	Please confirm that your company do not use premium help line telephone numbers for any element of this contract? <div></div>	1 / 10 max marks




6. Accreditations / Qualifications				
6.1	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO 9001 - 2008 or EU Equivalent Please state whether the award belongs to the company or an individual.			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal

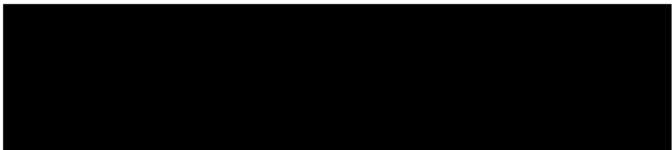
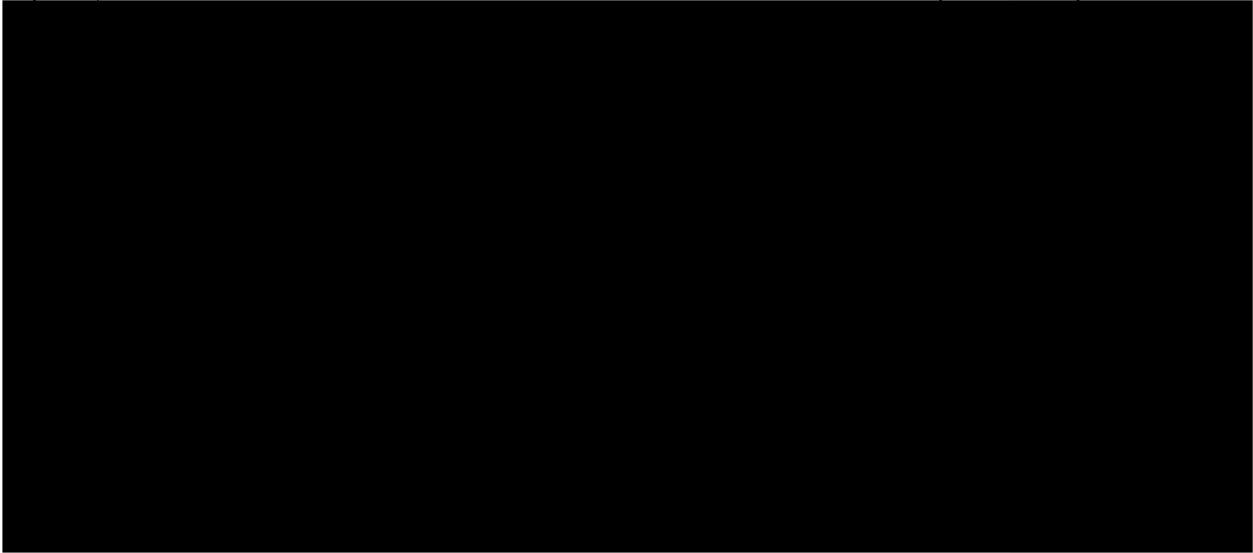


	Please provide copies of the certificates you have given above or other proof of the qualifications. <div>Enclosed <div></div></div>				2 / 20 max marks
6.2	Please provide a detailed table/matrix of the training for your operatives who will be working on this contract i.e. H&S awareness training, asbestos awareness, dealing with aggressive behaviours etc				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal





	<p>Please provide copies of the certificates you have given above or other proof of the qualifications</p> <p>Enclosed </p>	2 / 20 max marks
7	Social Value	
7.1	<p>Please advise how you would work with local problem areas</p> <p><i>Please detail all information below and do not refer to attached documents</i></p>	2 / 20 max marks



RMCB 035 – SECURITY GUARDING AND LONE WORKING SERVICES

Confidentiality Undertaking Regarding TUPE

[Date] 2021

[NAME]

Your ref: *

Our ref: RMCB 035

Dear Procurement Team,

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

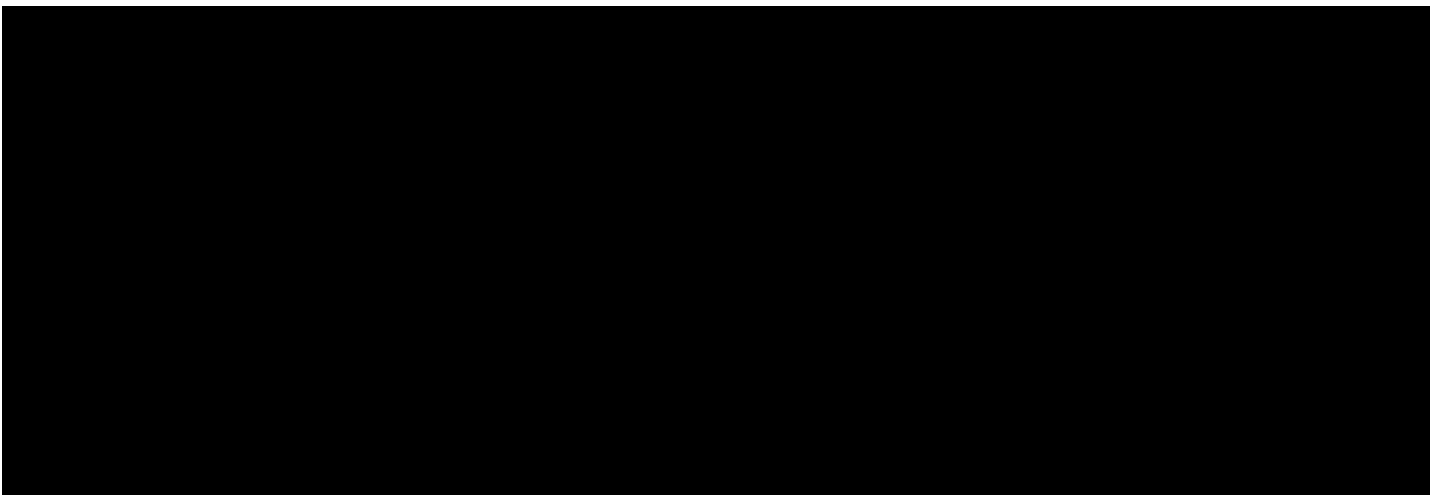
We now formally request from you full details of the current provider staff and conditions of employment.

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

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

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

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

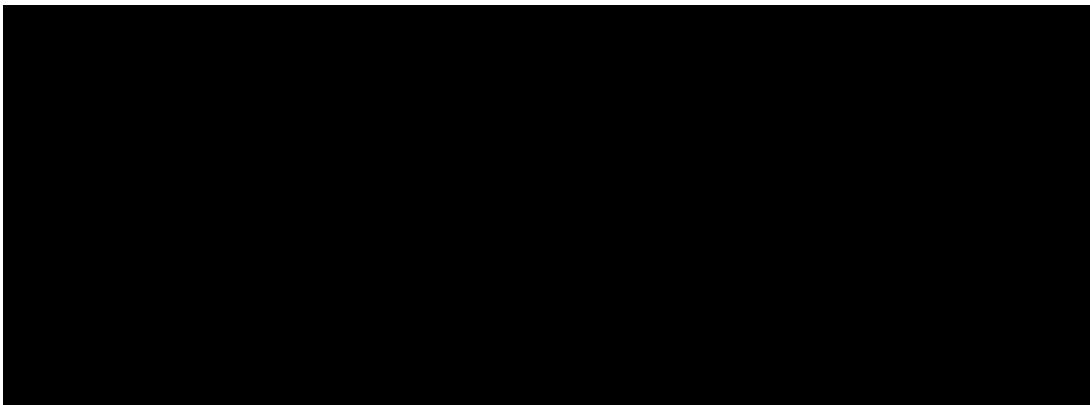


SHROPSHIRE COUNCIL

**CRIME PREVENTION &
FACILITIES MANAGEMENT TEAMS**

**RMCB 035 - SECURITY GUARDING &
LONE WORKING SERVICES**

SPECIFICATION



SECURITY GUARDING & LONE WORKING SERVICES

CONTENTS

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2.0	General Requirements	Page 8
3.0	General Guidance	Page 21
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	Appendix A – Schedule of Premises	

RMCB 035 - SECURITY GUARDING & LONE WORKING SERVICES

SPECIFICATION

1.0 GENERAL CONDITIONS

1.1 SCOPE OF CONTRACT

It is Shropshire Council's intention to award this contract to one contractor. The successful contractor shall provide a 24 hour 365 day emergency service for the duration of this contract (including bank and public holidays). The contract shall comprise the annual key holding service for Shropshire Council premises including car parks, park & ride, schools and external clients along with mobile patrolling and static guarding, opening/closing of premises throughout the whole of Shropshire. This contract may also include the monitoring and response for lone workers.

The successful contractor must be an Approved Contractor of the Security Industry Authority or EU equivalent for the duration of the contract and **must be audited in line** to the current British Standards **BS10800:2020**, **BS7499:2020**, **BS7984-3:2020**, **BS7858:2019**, **BS7984-1:2016** and **BS7984-2:2014**. Any sub-contracting must get written approval prior to implementation of the service and failure to comply may result in termination of the contract.

1.2 DURATION OF CONTRACT

In the first instance competitive tenders are being invited for the period 1st April 2021 - 31st March 2022, thereafter the contract may be extended annually for a further three years subject to satisfactory performance during the contract year. Under the terms of the current tender **RMCB 023 – Security Guarding** {which is due to expire 31st March 2021} - any key holding contracts in place with the contractor will continue until their expiry date. Expiry dates are detailed in Appendix A schedule of premises.

For subsequent years, for all elements of the contract, annual increases only will be considered, and any annual increase imposed on the anniversary of the commencement of the contract must not exceed the percentage increase in the RPI index during the preceding 12 months (December to December). However, in any event, Shropshire Council reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

However, in addition, the Council is willing to allow one Government imposed increase in line with the National Living Wage for the period 1st April to 31st March each year for the duration of the contract. Requests for this increase must be received in writing on the contractor's headed paper and approval must be given prior to implementation. This increase is only acceptable against the hourly rate. The annual key holding unit cost for buildings and car parks/park & ride (including car park/park & ride - barriers/gates only) will remain unchanged.

The Council is not bound to accept the lowest or any tender for this contract and will not be responsible for any costs in relation to the preparation of this tender.

1.3 IMPORTANT NOTES

- Contractors shall be responsible for visiting the premise(s) to take all their own measurements and premise surveys and shall make arrangements with the establishment for gaining access to the relevant areas for the purpose of obtaining all necessary particulars for the contract. No claims will be accepted by the Contractor on the grounds of insufficient of knowledge.
- The Contractor should familiarise himself with the premise(s) and in particular to the problems of gaining access to the premise(s). Any damage caused to any property/premises in gaining access to the premise by the Contractor or persons servicing the Contractor will be made good at the Contractor's own expense.
- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense.
- The Contractor should ensure that the area(s) they have been working in are left in a clean, tidy and safe condition any concerns must be raised with the Contract Administrator immediately
- The Contractor and his employees must report to the premises office or reception whenever they are visiting the premise to 'book-in' and ensure they 'book-out' when leaving the premise on all occasions where applicable.
- Asbestos Management Regulation - Contractors should be aware that there is a requirement that you sign the on site asbestos register prior to the commencement of any work. No works are to be undertaken by the Contractor until the asbestos register has been viewed and signed.
- The Contractor shall ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable and respectable clothing.
- The playing of radios or similar devices to the annoyance of or causing noise nuisance to the building users is strictly prohibited.
- This contract is being undertaken on active Council premises and as such the normal operation of any premise should not be interfered with. Co-operation and liaison with the premise manager about the schedule and limitations is imperative.
- Shropshire Council cannot guarantee a minimum number of premises on this contract and the Contractor shall have no claim whatsoever should the number of premises reduce for the duration of this contract.
- In respect of schools the contractor must adhere to their code of conduct at all times.

1.4 IDENTITY PASSES

All employees and persons servicing the Contractor shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of Shropshire Council. The passes shall contain a **current photograph** of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that

██

company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Contract Administrator, at any time while the operative is on premise.

Visitor passes given by the property must be worn by the contractor whilst on the premise and returned to the reception/office on departure.

1.5 GENERAL HEALTH AND SAFETY

The premises shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on the premise.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, personal protective equipment where and whenever there is a risk of injury.

Where the situation dictates and there are no premise toilets available the Contractor shall provide his own toilet facilities. If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

1.6 COVID-19

The successful contractor must provide a written risk assessment in relation to Covid-19 detailing all safety measures in place.

The successful contractor must adhere to all H&S Covid-19 measures in place at each site adhering to social distancing measures at all times where possible. If a face covering or PPE must be worn the successful contractor must provide these to their staff at no cost to the Council along with hand sanitisers and disinfectant wipes.

The successful contractor must ensure that their staff do not attend site if they are feeling unwell, have a temperature, cough or are showing signs of Covid-19

1.7 LEGISLATION

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

The Health and Safety at Work	Act 1974
Fire Precautions	Act 1971
Management of Health & Safety at Work	Regulations 1999
Construction and Design Management	Regulations 2015
Construction (Health Safety and Welfare)	Regulations 2015
Personal Protective Equipment at Work	Regulations 2002
Health and Safety (First Aid)	Regulations 2009
Control of Substances Hazardous to Health	Regulations 2002
Electricity at Work	Regulations 1989
The Fire Precautions (Workplace) (Amendment)	Regulations 1999
Reporting of Injuries, Diseases & Dangerous Occurrences	Regulations 2013

Manual Handling Operations
Provision & Use of Work Equipment
Noise at Work

Regulations 1992
Regulations 1998
Regulations 2005

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

1.8 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded “Risk Assessment” for the works and attach one copy to the completed tender documents when returning.

General Principle of Risk Assessment

The risk assessment will identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the “relevant statutory provisions”. This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1992 associated with Health and Safety at Work.

1.9 METHOD STATEMENT

Contractors are reminded that for certain hazardous operations, they will be required to prepare a method statement for the work. It is anticipated that such statements will include, where applicable ‘the sequence and method of work’.

The Council will always require a method statement for the following types of work:-

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

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

1.10 SPECIAL TERMS & CONDITIONS

The Council reserves the right to remove the contractor from the contract if they deviate from the pricing schedule

The Council reserves the right to remove the contractor from the contract for poor performance or any major breach of the specification

The Council also reserves the right to use specialist contractors outside of this contract if required for specialist work such as work to historic buildings and other types of work.

1.11 DATA PROTECTION

The successful Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Council to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 1998 and in particular the Principles of the Data Protection Act 1998. The relevant Data Protection clauses and requirements will be stated in the form of agreement document.

In addition to the above the following also apply:

- The British Standard for the secure destruction of confidential material (**BS 8470:2006**) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies **with BS 8470** when transporting, storing and destroying documents

1.12 BUSINESS CONTINUITY

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

1.13 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

It is the Council's view that TUPE may apply to this contract in respect of those employees of the service provider for the current security guarding contract, including staff working in MSCP/Bus Station. However, it is the responsibility of the tendering contractor to consider whether or not TUPE applies in this instance and seek all necessary legal advice. The tendering contractor shall make all necessary allowances and include for financial implications within their tender for TUPE.

If TUPE does apply it shall be the contractor's responsibility to consult with the necessary recognised trade unions and employee representatives with regard to any envisaged measures

1.14 ESSENTIAL/DESIRABLE MEMBERSHIP/REQUIREMENTS

The Contractor must be a member of Security Industry Authority (SIA) Approved Contractor Scheme for the duration of the contract.

The Contractor should be UKAS Accredited to ISO 9001:2015 in line with BS10800:2020 Security Services, BS7858:2019 Security Screening, BS7499:2020 Static Guarding, BS7984-3:2020 Mobile Security, BS7984-1:2016 Keyholder Response and BS7984-2:2014 Lone worker Response.

The successful contractor must ensure that all staff, including company managers and directors, must have a non front-line Security Industry Authority Licence for the duration of the contract.

The successful contractor must ensure that all security guard operatives must have a front-line Security Industry Authority licence for the duration of this contract.

It is an essential requirement that the successful Contractor has CHAS Accreditation, an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR an equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)

Should there be a requirement, the successful contractor should ensure that the lone working Alarm Receiving Centre/Control Room has been independently inspected and graded with BS 5979:2007 category 2 or 2013 BS EN 50518 series, relating to the construction, staffing, operations and security of alarm receiving centre/control room for Security Alarms and Social Alarms for the duration of the contract.

It is an essential requirement of this contract that all members of staff are registered enhanced through the DBS for the duration of this contract.

1.15 PERSONNEL

The successful contractor must provide a thorough and detailed training programme for each of the operatives that would be working on this contract. Evidence must also be given that continued training takes place which includes competency records along with asbestos awareness. It is the Contractor's responsibility to ensure that their personnel continue to receive up to date training throughout the duration of the contract and document evidence of this. Ideally the successful contractor would be able to use their own personnel rather than sub-contractors in line with 1.1 above.

If approval is given for the use of sub-contractors, the contractor and their personnel must be SIA approved.

Documented evidence for each staff member who attend premise must be provided by the Contractor as part of this tender.

The contractor is to inform the client within 24 hours of any staff who leave their employment. In addition the contractor must inform the client immediately of any staff who are dismissed or leave under suspicious circumstances.

2.0 GENERAL REQUIREMENTS

2.1 PROGRAMME OF WORK

2.1.1 – Intruder Alarm/Fire/Gas Alarm Response

The successful contractor will also be expected to investigate the cause of the intruder/fire/gas alarm activation, deactivate the intruder/fire alarm, reset the intruder/fire alarm and confirm reset with the monitoring station where applicable and agreed. Contact Emergency Services and Shropshire Council's out of hours' team who will arrange for repairs to the building if required.

Where buildings have multiple alarms i.e. intruder/fire/gas the annual key holding charge must incorporate all of these alarms as one unit cost. Additional charges per alarm activation type will not be permitted.

Where car parks/park & ride/barriers/gates have multiple alarms i.e. intruder/fire/gas the annual key holding charge must incorporate all of these alarms as one unit cost. Additional charges per alarm activation type will not be permitted.

Following an activation, the successful contractor must ensure the removal of any obvious obstructions or causes which may activate the intruder alarm i.e. cobwebs etc

It is the successful contractor's responsibility to familiarise all responding staff with the premises to enable the above to be carried out effectively.

Where an intruder alarm has activated twice in a 48 hour period and the activations have been false alarms caused by either staff user error, faulty equipment, unknown cause or environmental causes like spiders/webs, falling wall fixtures, Christmas decorations or a window/door left open, the successful contractor must contact the client/premise manager/customer or Duty Surveyor (as per the client agreed procedure) for approval to attend a 3rd and 4th activation at the same property. Attending a 3rd or 4th activation without approval, will not be paid. However, if the alarm is a 'confirmation' type and the Alarm Receiving Centre indicates it is a 'confirmed' activation, the contractor is to attend the activation without approval.

Attendance to activations of either a monitored Gas/Fire Alarm or a 'level one' Police response intruder alarm, must be 20 minutes or less. Attendance times to all other activations must be within 1 hour of receipt of call.

2.1.2 – Key Holding

The successful contractor shall include in his unit cost for the setting up, management and associated works for the provision of Key Holding Services for buildings for intruder, fire, gas and any other relevant alarms. The key holding also includes all other aspects of the premises (i.e. barriers, gates etc) including lock-ins for buildings, car parks etc.

The annual key holding for car parks/park & ride is to be separate from the annual key holding for buildings. The successful contractor shall include in his unit cost for the setting up, management and associated works for the provision of Key Holding Services for car parks/park & ride i.e barriers, gates including lock-ins for car parks and park & ride etc.

It is the contractor's responsibility to ensure that all keys are stored safely and if any keys are lost the contractor must report this to the Contract Administrator immediately and will be responsible for reimbursing the Council or school for the changing of all relevant locks on the property/premises.

Should keys be damaged by the contractor's employees i.e. bent, broken it is the contractor's responsibility to rectify this at no charge to the Council or school unless it is proven that the damage is outside the control of the employee.

As part of the key holding service the successful contractor will be expected to include all elements stated in 2.1.1 Programme of Work Intruder Alarm & Fire Alarm Response.

As part of the key holding responsibility the successful contractor will be expected to attend premises 24 hours a day 365 day per year (including Bank and Public Holidays) to open up and close premises, investigate cause of the intruder/fire/gas alarm activation, deactivate the intruder/fire alarm, reset the intruder/fire alarm and confirm reset with the monitoring station and where applicable and agreed, contact Emergency

Services and Shropshire Council's out of hours team who will arrange for repairs to the building if required. To include arranging attendance of the intruder/fire alarm provider to repair faults but only if authorised by the premise manager beforehand. Schools will provide their own out-of-hours call-out team and it may include the Council's Property Services Group (PSG).

All aspects of the key holding services needs to be in according with BS 7984-1:2016 for keyholder and response services and BS7984-2:2014 (in conjunction with BS8484:2016) for lone worker response services.

At the end of a contract, if the property does not want to renew, the contractor is to return all keys/fobs the next working day from expiry date at no cost to the premises. If a property is removed the contractor must return all keys/fobs to the Premise Manager/Responsible person next working day from expiry date.

Should a property be removed (ie building closes) after 1st April but prior to 31st March the contractor would not be expected to reimburse the annual key holding fee for this period unless there is 6 months or more remaining until 31st March. The reimbursement would be on a pro-rata basis of complete months.

2.1.3 – Mobile patrolling, Static & Emergency Response Guarding

Mobile patrolling guarding is considered to be a planned visit (minimum of 2 hours' notice) where a guard will visit site, show a presence on site, act as a deterrent, walk the whole site, deal with any irregularities or issues accordingly, take photographs as evidence as and when required, react as per instruction, timing on site is as the issues allow, this list is not exhausted

Attending to homeless people would be included in this category of mobile patrolling guarding

Static guarding is considered to be a planned visit (minimum of 2 hours' notice) where a guard will show a presence on site, act as a deterrent, remain on site for the required time (minimum 1 hour), react as per instruction, walk complex if required, deal with any irregularities or issues accordingly, this list is not exhausted

Emergency guarding response is considered to be a guard who is on site within half an hour of receipt of call, react as per instruction, timing on site is as the issues allow

The successful contractor shall be responsible for setting up, management and associated works for the provision of mobile patrolling, static and emergency guarding when requested by the premise manager. The contractor can advise the property on the level of provision but it is the premise manager that will ultimately decide on the level required.

As part of the mobile patrolling/static/emergency guarding responsibility the successful contractor shall provide security guard cover to facilitate security guards to attend premises 24 hours a day, 365 days per year (including bank and Public holidays).

It is the successful contractor's responsibility to familiarise all responding staff with the premises to enable the above to be carried out effectively. Where necessary the successful contractor is to obtain keys from the premises for the unlocking of perimeter gates etc. If required by the premise manager, the contractor shall be responsible for obtaining keys, door codes and alarm codes/fobs to open up the premises.

A mobile patrolling patrol is to provide a high visible presence and to include the security guard checking the building internally and the premise grounds including the

entire perimeter of the building for any abnormalities i.e. vandalism, break-ins, anti-social behaviour. Where necessary and agreed to arrange for repairs to the building via Shropshire Council's out of hours team (or as required/agreed by a school) and if required contact Emergency Services. Any trespassers are to be asked to leave the premise. The contractor needs to document and record all activity on site including taking of photographs as and when required

Static guarding to include the security guard addressing the specific need on premise and/or constantly patrolling the premise grounds. High visible presence to deter potential issues/problems i.e unauthorised access, vandalism, break-ins, anti-social behaviour. Where necessary and agreed to arrange for repairs to the building via Shropshire Council's out of hours team (or as required/agreed by a school) and if required contact Emergency Services. Any trespassers are to be asked to leave the premise.

The contractor is to include for an electronic clocking system, as per 2.16 - RFID below, for all requests at each premise requiring either mobile patrolling or static guarding. Minimum of two clocking points per premise; one at the front of the building and one at the rear of the building.

2.1.4 – Opening/Closing of Individual Premises

In addition to the Key Holding Service, the contractor shall be responsible for the setting up, management and associated works for the provision of 'opening/closing' at the request of the premise manager. The contractor can advise the premise on the level of provision, but it is the premise manager that will ultimately decide on the level required. When either option of 'Main Entrance' or 'Whole Premise' require additional hours to complete the task i.e. a large premise, this is to be agreed in advance with the premise manager. As part of the opening/closing responsibility the contractor will be expected to attend premise at times agreed with the premise manager (twice per day). The opening/closing procedure is to be agreed with the premise manager and it is the responsibility of the contractor to obtain keys and intruder alarm codes/fobs from the premises.

Main Entrance 'opening' to include unlocking premise gates/barriers, an external visual check of the premise and building for any abnormalities (i.e vandalism, break-ins, anti-social behaviour), unlocking the main entrance doors, switching on internal lights (if applicable), switching off the intruder alarm, meeting either the premise manager or an agreed member of staff before departing. If any issues, an incident report is to be provided to Premise Manager the next working day.

Main Entrance 'closing' to include checking the building is empty of staff, switching off any internal lights, switching on the intruder alarm, locking the main entrance door and locking the perimeter premise gates/barriers and generally leaving the premise safe and secure.

Whole Premise 'opening' to include the following for all buildings on the premise:- unlocking premise gates/barriers, an external visual check of the premise and all buildings for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour), unlocking all entrance doors, switching on internal lights (if necessary), switching off the intruder alarm(s), meeting either the premise manager or pre-arranged members of staff before departing.

Whole Premise 'closing' to include the following for all buildings on the premise:- closing and locking any open windows, closing both window and door blinds, checking that the buildings are empty of staff, switching off any internal lights, checking sanitary

items for leaks/turning off running taps etc, switching on the intruder alarm(s), locking all external doors, locking perimeter premise gates/barriers and generally leaving the premise safe and secure.

2.1.5 – Opening/Closing of Parking and Transport Assets

This section relates to Shropshire Council car parks/park & ride facilities throughout the whole of Shropshire.

Barrier/Gates ‘opening’ to include up to a maximum of two sets of gates/barriers;

Unlocking site barriers/gates, an external visual check of the whole site and any vehicles/buildings/shelters for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour) and where identified filling in an incident report to accurately record findings or where immediate action required calling the out of hours officer or premises manager e.g. travellers, repairs required.

This could be required before an event and the site manager may issue specific details to support the visit to ensure the site is ready in a safe, clean and tidy manner before hire

Barrier/Gates ‘closing’ to include up to a maximum of two sets of gates/barriers;

Locking site barriers/gates, an external visual check of the whole site and any vehicles/buildings/shelters for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour) and where identified filling in an incident report to identify accurately record findings or where immediate action required calling the out of hours officer or premises manager e.g. travellers, repairs required. The officer is to leave the site safe and secure.

This could be required after an event and the site manager may issue specific details to support the visit to ensure the site is left in a safe, clean and tidy manner following hire

Car Parks and Park & Ride ‘opening’ to include unlocking premise gates/barriers, an external visual check of the premise and building/shelter (where applicable) for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour to be reported to the site manager), unlocking the main entrance doors/gates/barriers, switching on internal lights (if applicable), meeting either the premise manager or an agreed member of staff before departing (if applicable). This could be required before an event and the site manager may issue specific details to support the visit.

Car Parks and Park & Ride ‘closing’ to include checking that the site/shelters (where applicable) and any buildings on premise are empty of staff/cars and record details if required, locking site gates, an external visual check of the site and any buildings for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour and where found filling in a report to identify findings or where necessary calling the out of hours officer in case of further actions e.g. travellers). This could be required after an event and the site manager may issue specific details to support the visit to ensure the site is left in a clean and tidy manner following hire

Raven Meadows Multi Storey Car Park(MSCP)/Bus Station and External Shelters including Layover/Rest Area for buses

Whole Premise 'opening' and closing along with the provision of staff to operate the building and functionalities during opening hours – Current staffing hours are 06.15 to 00.15 and are currently covered by a four-person team

To include the following for all buildings and assets on or within the premise known as Raven Meadows MSCP and Bus Station

- unlocking/locking premises gates/barriers
- an external visual check of the premise and all buildings for any abnormalities (i.e. vandalism, break-ins, anti-social behaviour) at the start, during (at agreed intervals or when deemed necessary or appropriate) and end of the day,
- unlocking/locking all entrance doors to offices,
- opening/closing and locking any windows and opening/closing any blinds and ensuring the doors are open and locked from the shopping centre in the morning at agreed times and before locking up the building
- switching on/off internal and external lights where applicable
- switching off the intruder alarm(s), if required
- monitoring and acting as the fire incident control officer in the event of a fire or in an emergency evacuation and responding to activations of the fire alarm in accordance with procedures
- Checking the building is safe to open and on locking ensuring the building is empty of staff and customers
- checking sanitary items for leaks/turning off running taps etc and reporting in accordance with procedures, undertaking any first line maintenance such as turning off stop taps etc to mitigate the risks
- reporting damage to assets to the Premises Manager or in an emergency to the property Service Duty Officer in line with procedures
- undertaking all day to day activities within the building to allow it to function and run as a car park in accordance with procedures
- maintaining clear and accurate paperwork and records e.g. the daily logbook, the visitor log, fire records, lost property, inventory checks etc
- dealing with the payment equipment with first line maintenance and coin jams, dealing with customer enquiries and resolution where possible
- supporting the Shropshire Council Manager/Responsible Person in tasks to enable the day to day running of the car park and bus station e.g. supporting and maintaining signing on site is correct and suitable and in the correct locations and supporting updating posters and information in A Frames, chalk boards or other signage as deemed necessary
- ability to use the stand-alone parking control system and operate and monitor in accordance with site procedures
- routine maintenance, cleaning and basic fault finding of the payment equipment, re-stocking tickets in entry lanes and receipt rolls in the payment machines, monitoring & maintaining float with the assistance of the Premises Manager
- first response and management of problems and incidents,
- dealing with traffic control & assisting customers with any general queries with support from the security supplied for the Darwin Shopping Centre

The Council will support with training for any specialist fire and first aid training and other training where suitable or necessary to enable the operation of the building

The list is not exhaustive but covers the keys roles and duties for the staff required on site to help operate the building safely and as its purpose as a pay on foot car park and a bus station.

The Council currently employs a cleaner and caretaker for the building between 7am and 2.30pm 6 days a week and a security guard from the Darwin Shopping Centre to satisfy its risk assessment and joint working between two high profile premises for the purposes of support during the busiest time of the day for anti-social behaviour, support for patrols, support for help with customer, support in a major incident and is to be utilised in accordance with agreed procedures

Two Stage Close Down

Not currently in use however, if required a two-stage close down process may be required for some premises this will entail parts of a premise being closed earlier than other parts. The successful contractor will be notified of premises requiring this service.

The Raven Meadows Bus Station, Shrewsbury needs to be opened in the morning and have a two stage close down in the evening. The public toilets to be closed early at a time given to the successful contractor and the remainder of the site at a later time, which will also be given to the successful contractor. The time being on site would be a maximum of 1 hour for both stages.

All of the above relates to 365 day 24 hour opening/closing

It is the successful contractor's responsibility to familiarise all staff with the premises to enable the above to be carried out effectively.

The contractor shall inform the premise manager of any concerns or abnormalities found during either opening or closing i.e. unable to set intruder alarm or vandalism

In the event that the contractor neglects to lock a premise a full investigation must be carried out by the contractor and report sent to the Contract Administrator the next working day. It is the contractor's responsibility to ensure that this does not happen however if this should occur the contractor will be liable to cover the cost of any damage or theft from the premise whilst unsecured.

2.2 STATUTORY REGULATIONS

It is the Contractor's responsibility to ensure compliance with all relevant statutory regulations relating to the works for the duration of the contract

2.3 – SECURITY INDUSTRY AUTHORITY

The successful contractor must be an Approved Contractor of the Security Industry Authority or EU equivalent for the duration of the contract.

All staff including company managers and directors must have a non front line Security Industry Authority licence.

All security guard operatives must have a front line Security Industry Authority licence.

2.4 SCHEDULE OF PREMISES

An indicative premises schedule giving details of non-school premises that are currently on this contract is included within this tender document. This is an indicative schedule and is subject to change and is for information only. Please see Appendix A

There are currently 84 Shropshire Council maintained schools (not Academy) who may choose to be part of this contract however, this figure is subject to change

2.5 UNIT COSTS

The unit cost for security guarding and lone working services shall be indicated in the Pricing Schedule on page 34 of the Tender Response Document and will remain valid in line with 1.2 above.

Please note that overtime working rates do not apply to this contract.

The unit cost for lone working monitoring and response charges must be an all-inclusive price (including set up, management, monitoring, administration, the time that the van has been despatched, travelling time, mileage, etc)

2.6 PAYMENT

The contract will run for the period 1st April to 31st March each year for the duration of the contract. However, this may differ for Schools

Payment of invoices will be paid in arrears. Date of alarm activations/premise attendance etc needs to be clearly stated on each invoice. There should be individual invoices per premise.

Electronic invoices need to be sent to the Council Invoicing group email address clearly stating the purchase order number for each property which will be given by the responsible person/Premise Manager. Schools will have their own arrangement.

2.7 DELETION OF SERVICES

The Council may, during the period of the contract, wish to delete premises from the schedule. Any such deletions shall be effected by giving one months' notice in writing and without penalty to the Council. Visits to premises by the Contractor following notification of deletion shall be at the Contractor's own expense. Any such deletion of premises shall lower the cost by the relevant amount.

If a premise is removed from the contract a pro rata refund is to be provided to the Council in relation to the Annual Key Holding service unless there is 6 months or more remaining until 31st March.

2.8 ADDITIONAL PREMISES/CAR PARKS/PARK & RIDE/LONE WORKERS

The Council may, during the period of the contract, wish to add premises, car parks, park & ride, lone workers to the schedule. Any such additions shall be at the cost stated in the tender pricing schedule.

Any of the above, excluding schools, that are added during the year must run until 31st March and invoiced accordingly pro-rata. This to include the annual key holding. This ensures that all premises on the contract (excluding schools) commence 1st April each year.

It is likely, although not guaranteed, that premises, car parks, park & ride, lone workers will be added to this contract.

It is likely, although not guaranteed, that additional schools will be added to this contract. Any schools that opt to join will liaise with the contractor direct and prices quoted must be in line with those stated in the tender pricing schedule and all elements of this contract must be adhered to.

2.9 TRANSPORT

The contract shall be deemed to include all transport cost for work persons performing work within the contract including that performed under the emergency calls procedure or as a result of separate instructions.

2.10 ALARM ACTIVATIONS OR CALL OUTS

Attendance to activations of either a monitored Gas/Fire Alarm or a 'level one' Police response intruder alarm, must be 20 minutes or less. Attendance times to all other activations must be within 1 hour of receipt of call.

Following an alarm activation or call out the contractor must email a full report to the Contract Administrator or other named person the next working day informing of the time and cause of the activation, any issues experienced during the patrol, any action taken etc. A report must be sent even if no issues occurred or there is no obvious reason for the alarm activation or call out. The report must also include the time to control, time of arrival and time of departure along with the printed name of the officer in attendance.

The type of activation that the contractor shall attend to will be dependent on the requirements of the premises. This will include attending to confirmed or unconfirmed activations. The preferred option would be to attend to confirmed activations only however the contractor must liaise with each premise to ascertain their requirements.

Where an intruder alarm has activated twice in a 48 hour period and the activations have been false alarms caused by either staff user error, faulty equipment, unknown cause or environmental causes like spiders/webs, falling wall fixtures, Christmas decorations or a window/door left open, the successful contractor must contact the client/premise manager/customer or Duty Surveyor (as per the client agreed procedure) for approval to attend a 3rd and 4th activation at the same property. Attending a 3rd or 4th activation without approval, will not be paid. However, if the alarm is a 'confirmation' type and the Alarm Receiving Centre indicates it is a 'confirmed' activation, the contractor is to attend the activation without approval.

2.11 – EMERGENCY GUARDING RESPONSE

In the event of an urgent security situation where Police attendance is not required at a premise, the contractor shall ensure that a security guard is on the premise within **half an hour** from receipt of call.

Any staff that are lone working shall be treated as a priority and immediate response will be required.

Payment will be as per the unit/hourly cost for the emergency guarding response as stated on the pricing schedule

2.12 – LONE WORKING MONITORING & RESPONSE (if required)

The successful contractor may be asked to provide, as part of this contract, a lone working monitoring and response service. Any assistance required will take priority over other services i.e. intruder alarm activations and where applicable an immediate response will be required.

If this service is required it shall include a 24 hour 365 days per year monitoring and response service which includes a health and safety check call to Shropshire Council lone workers at a predetermined time and a physical alarm response.

This service must be delivered via a separate dedicated manned telephone line and the use of an automated answering service is prohibited. Calls must be at the standard rate for the duration of the contract and premium line numbers will not be accepted.

The alarm receiving centre/control room must have the following as a minimum:

- Be within a dedicated building or a room within a building
- A dedicated manned line in accordance with the specification
- Be kept locked, both while in use and if evacuated
- Access should be strictly controlled including at shift change
- All visitors must sign a visitors' log

It is expected although not prescriptive that around 200 users will be involved in this service. This is an estimate and is subject to change in accordance with this specification.

The expected usage will be around 6 calls per day from individual lone workers although this figure may fluctuate.

Current usage would typically average into the following estimated percentages:

- 60% day time use
- 40% out of hours

The contractor must ensure that the monitoring centre/control room meets the requirements of BS 8484 (Sections 4, 6 and 7 respectively). The successful contractor will be responsible for responding to the staff member requiring assistance. The response time must be in accordance with BS 8484, Section 7.

All call outs must arrive on site within 30 minutes.

The monitoring centre/control room must have staff who are experienced and confident in handling 'red alerts' and must continue to be trained in all areas of providing support to lone workers for the duration of the contract.

The successful contractor needs to evidence that the monitoring centre/control room are compliant with best industry standards.

2.13 LONE WORKING PROCESS (if required)

- All users of the system will have completed an application that details their personal information and line manager contact details.
- Lone worker calls into monitoring station to establish that they require monitoring. Lone worker will leave the following information as a minimum:
 - name
 - team
 - the address of the location
 - a time by which they will call back in (check call) to confirm that they are safe/no longer lone working.
- If the check call is not received at the stated time then the monitoring station will follow an agreed protocol that will involve accessing the individual lone worker's personal information and attempting to call them on their mobile patrolling phone, last known location (if possible), etc. Protocol would need to be agreed with the successful contractor.
- Where the lone worker cannot be contacted and confirmed as safe, a patrol vehicle must be sent out immediately to the last known location and the line manager identified must be notified of the situation as a matter of urgency.
- Where the patrol vehicle cannot locate the lone worker or there is an emergency situation the relevant Emergency Services must be contacted by the contractor and a contact made with the Shropshire Council's Emergency Duty Officer to appraise of the situation.
- Full report to be forwarded to Shropshire Council in the event of any activation of the mobile patrolling vehicle patrol the following day.
- All call outs must be recorded, details to include:
 - the time the call is received
 - duration of search
 - actions taken by the Contractor
 - the name and section of the lone worker involved
 - reports must be forwarded to Shropshire Council the next working day

It is the contractor's responsibility to provide Shropshire Council with general usage figures on a monthly basis.

2.14 – LOCK INS WITHIN A PREMISE

Where there is evidence of a person being locked in a building/car park/park & ride the contractor should attend the premise within **half an hour** from receipt of call.

Following a confirmed lock in within a building the contractor will be required to complete an incident report providing full details of the customer and reasons for the lock in at the premise and forward this to the Service Manager the next working day of the incident. The report to include items in 4.3 below

Following a confirmed lock in within a car park/park & ride the contractor will be required to complete an incident report providing full details of the customer and

reasons of the lock in at the premise and forward this to the Service Manager the next working day of the incident. The report to include items in 4.3 below

The contractor is to ensure that the customer leaves site following agreed procedures for the site, ensuring all other payments that the customer may need to pay to be able to leave site has been paid, a receipt given where applicable and pay all costs due to the Council.

The contractor shall send the full incident report to the Service Manager of the site the next working day of the incident. The report to include any reasonable additional information required as part of the specific service delivery.

Upon attendance to a confirmed lock in, should a subsequent call(s) be received whilst on the way to or whilst on site, only one call out charge will be permitted.

It is the successful contractor's responsibility to familiarise all responding staff with the premises to enable the above to be carried out effectively.

2.15 – Collection of Income – Parking and Transport Assets

It is a requirement of this contract that the successful contractor shall collect and hold income for Shropshire Council in relation to Parking and Transport Assets (car parks/ park & ride).

The current call out charge to attend to a lock-in for a customer and/or vehicle is £60.00 and the contractor shall be expected to respond to the call(s) from the Council's Customer Services or Contractor, meet and greet the customer at an agreed time, collect the Council's charge if required for the service and provide a receipt to the customer. The receipt book will be issued by Shropshire Council

The top copy of the receipt is to be given to the customer, the second copy taken by Shropshire Council and the third copy to remain in the receipt book for the contractor/client.

The receipt must state the following:

- Site location
- Date
- Time
- Customer name
- Customer address
- Vehicle make and model
- Vehicle registration mark (VRM)
- Confirmation of receipt of £60.00 fee on site by contractor (Current charge is stated by charge will be that as determined by the tender process)
- Signed by customer and contractor (please also print name below signature)

Income shall be held securely by the contractor for no more than 30 days up to a maximum of £500.00.

All income from each month must be handed directly to The Engineering & Contracts Manager, Highways & Transport Parking Team, The Shirehall, Shropshire Council, Abbey Foregate, Shrewsbury, SY2 6ND. All income must be returned by the 5th of the following month at the latest for scan of receipt book and collection of income received by the contractor for banking and auditing purposes. Any costs relating to the handover of income shall be included in the unit cost stated on the TRD Section F 8.1

It is the contractor's responsibility to ensure that their insurance and liability covers this element of the contract.

2.16 – RADIO FREQUENCY IDENTIFICATION POINTS (RFID)

The successful contractor must have RFID in operation. These points will automatically identify and track security guard patrols on the premise. It is the contractor's responsibility to provide all elements for this system at no charge to the Council. There must be a minimum of two clocking points per premise; one at the front of the building and one at the rear of the building.

The successful contractor must ensure that RFID points are installed at all premises who use the static or mobile patrolling guarding service for 5 days or more (whether consecutive or not) from commencement of the static or mobile patrolling service at each premise on each instruction. This service to be included for adhoc/weekly/monthly arrangements.

The contractor must provide an electronic report detailing all static or mobile patrolling guarding giving evidence of RFID points in use. This report must be provided with the invoice.

However, if there are any issues on the premise this must be reported immediately to the Contract Administrator.

2.17 HAZARDOUS SITUATIONS

Should a hazardous situation to the premises or occupants become apparent, the appropriate service should be isolated if possible and the situation drawn immediately to the Contract Administrator's attention by telephone on Shrewsbury (01743 252895 or 01743 281073). Out of office hours the Duty Surveyor should be contacted on 07990 087815.

Should this situation occur in schools they will provide their own process.

2.18 DISCLOSURE BARRING SERVICE (DBS)

Contractors must ensure that all members of staff are registered through the DBS and written confirmation must be supplied to the Council. **As contractor staff may be required to work within Shropshire Council Schools and other establishments, they will be required to provide proof of their enhanced DBS checks. This should be carried at all times and should be presented to the premise on arrival**

2.19 TERMINATION OF CONTRACT

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

If the contract is terminated due to poor performance by the contractor, the contractor should reimburse the Council of all relevant fees.

If the Contractor wishes to be removed from this contract during its duration six months' notice must be given in writing to The Facilities Management Team Leader, Business Enterprise & Commercial Services, Shropshire Council, The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

3.0 GENERAL GUIDANCE

The Contractor will obtain agreement from the Council before substituting alternative personnel before or during the contract.

The Contractor's insurance arrangements must comply with the tender requirements and be in place for the duration of the contract. The Contractor should make copies of the policies available for approval.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Council's Health & Safety Policy. Failure to do so may result in the immediate expulsion of Contractor personnel from the premise.

All hazardous or inflammable materials brought onto the premise must be notified to the Council in compliance with the 'Control of Substances Hazardous to Health Regulations, 2002'. All hazardous waste generated during sampling must be removed from the premise by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

The use of dogs for the purpose of this contract is prohibited.

All work and procedures shall be undertaken with due care to avoid damage to the contents and fabric of the building.

The Contractor shall advise the premises manager that their security guard may be taking photographs of the intruder alarm and access areas for provision of their own risk assessment.

The Contractor is expected to exercise politeness, confidentiality and discretion whilst on the premises. Communication of the security guarding service may only be divulged to the Council's representative and other persons nominated by the Council.

3.1 GUIDANCE

The Contractor shall refer the relevant security guarding guidance.

3.1.01 The following British Standards and associated standards or EU equivalent should be adhered to: -

- BS10800:2020 – Provision of Security Services Code of practice
- BS7499:2020 – Provision of static guarding security services Code of Practice
- BS7984-3:2020 – Provision of mobile security services Code of practice
- BS7858:2019 – Screening of individuals employed in a security environment Code of practice
- BS7984-1:2016 – Keyholding and response services. General recommendations for keyholding and response services Code of practice
- BS7984-2:2014 – Keyholding and response services. Lone worker response services Code of practice
- BS8484:2016 Section 8 – Provision of lone worker services. Code of Practice

Along with all other relevant standards not stated above

3.2 POINT OF CONTACT

The successful Contractor shall provide a named main point of contact for the Council. This named person and their contact details to be provided to the Council prior to the commencement of the contract. No premium rate numbers are to be used for the duration of this contract.

3.3 EMERGENCY POINT OF CONTACT

The successful Contractor shall provide the Council with a telephone number for use in emergencies and to enable the Council to contact the Contractor 24/7 365 days per year including bank and public holidays. This number must not be an answer machine and no premium rate numbers are to be used for the duration of this contract.

4.0 REPORTS

The Contract Administrator may, during the period of the contract, wish to amend the method of service reporting.

A new method of reporting **may be** required and the contractor shall be able to provide proof of Web based reporting should it be required.

4.1 ALARM ACTIVATION REPORTS

The Contractor shall ensure that, following all alarm activations, an incident report shall be submitted to the Contract Administrator the next working day in an electronic format.

The alarm activation report must be on the contractor's headed paper and clearly indicate all the information detailed below:

- Name and address of the premise
- Date of activation
- Time of activation
- Time to control
- Time of arrival
- Time of departure
- Security Guards name
- Action taken
- Confirmation of police attendance
- Police incident no
- Time police attended the premise
- Time police left the premise
- Boarding up required
- Boarding up company details including time on/off the premise
- Type of activation – confirmed/unconfirmed
- How many activations on alarm panel
- Sensor numbers or codes

4.2 STATIC, MOBILE PATROLLING & EMERGENCY RESPONSE GUARDING REPORTS



- Name and address of the premise
- Date
- Time of arrival
- Time of departure
- Security Guards name
- RFID points
- Issues encountered
- Action taken
- Police alerted
- Police confirmation on the premise
- Police incident no/crime number
- Time police attended the premise
- Time police left the premise
- Out of hours team contacted Yes/No
- Action taken by out of hours team
- Any other observations

4.3 – CAR PARKS/PARK & RIDE/LOCK-IN REPORTS

Report must include:

- Name and address of the premise
- Date
- Time of call to control/officer or time incident reported
- Full name of person reporting the incident and company
- Time of arrival to site
- Time of departure from site
- Officer name and badge/ID number
- Full name and address of customer including postcode
- Vehicle make/Model and Registration (VRM)
- Details of the incident
- Details of action taken
- Police alerted if required
- Police attendance details if required
- Police incident/crime number
- Time police attended the premise if required
- Time police left the premise if required
- Was out of hours team contacted if required
- Who was contacted from out of hours team, if required
- Action to be taken by the out of hours team or update for the officer attending the incident

All reports are to be included within the contract price, additional charges shall not be permitted for the provision of these reports

Notes to this form:

Text highlighted in yellow is where details need to be inserted

Text highlighted in green are optional clauses which require consideration as to whether or not they should be retained.

DATED: day of 20..

BETWEEN

SHROPSHIRE COUNCIL (1)

[.....] (2)¹

Contract Ref: RMCB 035

Contract for security guarding & lone working services

¹ Insert Contractor's name



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2

Agreed Prices⁶

means.....⁷

‘Agreement’

means this Agreement

‘Associated Person’

means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .

‘Authorised Officer’

means the representative appointed by the Council to manage the Contract on its behalf

‘Best Practice’

means in accordance with the best practice within the industry of the Contractor

‘Bribery Act’

the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

⁶ Optional definition where prices have been agreed

⁷ Please complete definition to state where the Agreed Prices are set out e.g. Schedule H of the Tender or a Schedule setting out payment rates within the Agreement.

‘Commencement Date’	1 st April 2021
‘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, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;
‘Contract Documents’	means all of the documents annexed to, contained and referred to within this Agreement
‘Contractor’	means the party named above and includes its employees, servants and agents paid or unpaid acting on its

	behalf
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	the representative appointed by the Contractor to manage the contract on its behalf
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Council Data'	<p>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:</p> <p>(a) supplied to the Contractor by or on behalf of the Council; or</p> <p>which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller;</p>
Data Controller	shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this

	Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.;
Data Protection Impact Assessment:	an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
‘Data Processor’	shall have the meaning given to the term "processor" as set out in Article 4 of the GDPR
‘Data Protection Legislation’	means: <ul style="list-style-type: none"> i) all applicable Law about the processing of personal data and privacy; and ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and

	<p>iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018</p>
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 Request	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.
DPA 2018	Data Protection Act 2018
‘EIR’	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
‘Employment Checks’	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks,

disclosure and barring checks and occupational health checks.

‘Estimated Annual Contract Value’

means the estimated annual contract value relating to this Agreement ⁸

‘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)

“Expiry Date”

Shall be the later of either:

- i) the Initial Expiry Date; or
- ii) the last day of any agreed extension period further to clause 2 below; or
- iii) such other date as this Agreement is terminated in accordance with its terms

‘Fees’

to the Agreed Prices and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise

‘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

⁸ Delete this definition if there is no estimated annual contract value

	the FOIA shall have the same meaning in this Agreement
'FOIA notice'	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
Force Majeure Event	<p>means any circumstance not within a party's reasonable control including, without <i>limitation</i>:</p> <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; f) collapse of buildings, fire, explosion or accident; and

- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause, or companies in the same group as that party);
- h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause 35 (Force Majeure); and
- i) interruption or failure of utility service.

GDPR

Means the General Data Protection Regulation 2016/679 as they apply and are incorporated into UK law

‘Individual Sites’

means the sites listed in the Schedule of Delivery in Schedule 3 of this Agreement

‘Initial Term’

means a period of one year commencing on the Commencement Date and expiring on the Initial Expiry Date

‘Initial Expiry Date’

means 31st March 2022

‘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	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
LED:	Law Enforcement Directive (Directive (EU) 2016/680)
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to three years commencing from and including the date following the Initial Expiry Date
'Order'	means an official order placed by the Council to the Contractor specifying works to be carried out in accordance with this Agreement
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the GDPR
Personal Data Breach'	means: anything which constitutes a "personal data breach" as set out in in Article 4 of the GDPR;

Processor Personnel:

means all directors, officers, employees, agents, consultants and contractors of the Data Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

‘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	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
'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;

‘Relevant Transfer’	means a relevant transfer for the purposes of TUPE
‘Request for Information’	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
‘Review’	means a formal review of the progress of the Services
‘Services’	means security guarding and lone working services as more specifically referred to in the Specification
‘Specification’	The specific description of the Services as set out in Schedule 1 annexed to this Agreement
‘Sub-Contract’	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of thereof.
‘Sub-Contractor’	the third parties that enter into a Sub-Contract with the Contractor.
Sub-processor	any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

'Tender'⁹

means the tender dated [.....]¹⁰
submitted by the Contractor and
accepted by the Council annexed to
this Agreement in Appendix 1

'Term'

means the period commencing on the
Commencement Date and expiring on
the Expiry Date

means the Transfer of Undertakings
(Protection of Employment)
Regulations 2006

'Valid Invoice'¹¹

Means an invoice submitted by the
Contractor which must contain the
following detail required by the Council
to enable payment as specified in
clause 9 of this Agreement:

- 1) invoices to be addressed to XXX¹²,
Shropshire Council at the address
referred to above; and
- 2) submitted on the Contractor's
business letterhead including the
Contractors name and address, and
VAT registration number (where
applicable); and
- 3) *[insert details of service/site location,
property number and address]*; and
- 4) the Council's Official Order Number

⁹ Delete this definition if there is either no tender or the tender is
not being annexed to this Agreement

¹⁰ Where the tender is being annexed to this Agreement, please insert
date of tender

¹¹ Insert details of what is required to be included in an invoice to
enable payment to be processed

¹² Insert address details

Deleted:

‘Working Day’ any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation

- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.12 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.
- 1.2.13 A reference to writing or written does not include e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date Expiry Date.
- 2.2** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for further periods of twelve months up to a maximum of three extensions from the Initial Expiry Date
- 2.3** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to the extended Agreement period, save for any agreed variations in writing by the Parties to the terms of this Agreement or the Fees to be paid which are to apply during the extension period.
- 2.4** If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 39 (Consequences of Termination) shall apply

3. Estimated Annual Contract Value:

- 3.1** The Estimated Annual Contract value of the Standing Order Arrangement

is [.....]¹³ [(insert figure represented in words)]¹⁴

3.2 The Parties agree that the Council is not bound by the Estimated Annual Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor

3.3 The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement

4. Services

4.1 The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement

4.2 During the Term the Council may from time to time instruct the Contractor to carry out the Services in accordance with the Specification by issuing an Order.

4.3 Each Order shall specify:

4.3.1 The Services required;

4.3.2 The time periods for completion

4.3.3 The cost if known

4.3.4 Name and address of the relevant property

The Council give no guarantee as to the number, nature or volume of Services or Orders issued under this Agreement and reserves the right to appoint alternative or additional contractors to carry out the Services or provide the Services itself.

4.4 The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties

4.5 The Contractor shall provide the Services in accordance with the Specification and any Orders issued in accordance with clauses 4.2 and 4.3 with all due skill, care and diligence and in accordance with good industry practice; and

4.6 The Contractor shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services

4.7 The Contractor shall during the Term ensure that every person employed

¹³ Insert sum represented in figures if retaining this sub-clause

¹⁴ Insert figure represented in words if retaining this sub-clause

by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services

- 4.8** The Contractor shall carry out its own risk assessments relevant to the Services.
- 4.9** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 33 (Complaints) hereof
- 4.10** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service
- 4.11** Prior to the engagement by the Contractor of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Contractor shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
 - 4.11.1** that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 4.11.2** that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
 - 4.11.3** that a copy of the DBS check results are notified to the Council
- 4.12** The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the performance of the Services between the Contractor and the Council
- 4.13** In the event that an informal review reveals that the Services are not being

performed as required, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Contractor by the Council

- 4.14** Where following a Review, the Council acting reasonably determines that the Contractor has not delivered the Services as required the Council may:

4.14.1 serve the Contractor with a written notice ("Notice") within one month of the Review meeting specifying which areas of the Services have not been delivered as required and giving the Contractor one calendar month from the date of the Notice to remedy the failure

4.14.2 if after one calendar month from the date of the Notice the Contractor has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Agreement and the Agreement may be terminated in accordance with the provisions contained in clause 37 (Termination) herein

4.14.3 The Council shall take into account any verbal or written representations made by the Contractor before proceeding to take any action to terminate this Agreement pursuant to this clause.

6 Insurance

- 6.1** 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) for each and every claim.
- 6.2** If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £5,000,000 (FIVE MILLION POUNDS) cover for any one claim.
- 6.3** Where the Contractor is providing Services of a professional nature, or the

Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain 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.

6.3.1 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

6.4 The Contractor warrants that it has complied with this clause 6 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required under this clause 6, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

6.5 The Contractor shall:

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

6.6 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.

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

6.7.1 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

6.7.2 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.

7 Indemnity

7.1 The Contractor shall fully indemnify the Council against all liabilities, costs, expenses, damages losses and breach of its statutory duties or breach of an obligation under the Data Protection Legislation (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Council by a third party arising out of,

or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and

(d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Agreement to the extent that the defective performance is attributable to the acts or omissions of the Contractor or the Contractor Personnel

7.2 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

7.3 Nothing in this Agreement shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 7

8. Fee rates based on time spent – NOT USED

9. Payment

9.1 Payment of the Fee(s) shall be made by the Council to the Contractor within 30 days of receipt of an undisputed Valid Invoice

9.2 To assist payment of a Valid Invoice, the Contractor must submit electronic invoices to the Council Invoicing group email address clearly stating the purchase order number for each property which will be given by the responsible person/premises manager also, where possible provide the Council with the following additional information:

9.2.1 Date works carried out;

9.2.2 Type of works carried out;

9.2.3 Time of arrival and departure;

9.3 The Parties agree that where the Contractor fails to submit a Valid Invoice, the Council shall be entitled to withhold payment until the Contractor submits the information required by the Council.

- 9.4** In the event of late payment, interest thereon shall be charged at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after Judgment.
- 9.5** The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.
- 9.6** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement
- 9.7** All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment
- 9.8** Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

10. The Council's Obligations

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

- 10.1** Co-operate with the Contractor and ensure that the Council's staff and agents co-operate with and assist the Contractor as is reasonable and appropriate
- 10.2** Provide the Contractor with any information reasonably required by the Contractor;
- 10.3** Comply with such other requirements as may be otherwise agreed between the parties.

10.4 NOT USED

- 10.5** Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

11. Authorised Officer and Contractor Representative:

- 11.1 The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 11.2 The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 11.3 The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.
- 11.4 The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

12 Intellectual Property Rights

- 12.1 Any Project Materials supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. The Contractor, unless otherwise agreed in writing, assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 12.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 12.3 The Project Materials created in accordance with this Agreement shall be original works created by the Contractor and shall:
 - (a) not include intellectual property owned by or licensed to a third

party except for intellectual property which the Contractor has the right to use (including the right to use the intellectual property for the purposes of this Agreement);

- (b) not subject the Council to any claim for the infringement of any intellectual property rights of a third party

12.4 The Contractor agrees at any time and from time to time on the written request of the Council to execute and deliver promptly to the Council any documents or instrument which the Council considers desirable, or which are required by law for obtaining the full benefits of the assignment in clause 12.1 and of the rights and powers granted by it.

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

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

12.7 This provision shall survive the expiration or termination of the Agreement.

13. Confidentiality

13.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.

13.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all

information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

- 13.3** 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.
- 13.4** The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 13.5** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
 - 13.5.1** treat the other party's Confidential Information as confidential; and
 - 13.5.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 13.6** Clause 13.5 shall not apply to the extent that:
 - 13.6.1** 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 clause 25 regarding Freedom of Information;
 - 13.6.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.6.3** such information was obtained from a third party without obligation of confidentiality;
 - 13.6.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 13.6.5** it is independently developed without access to the other party's Confidential Information.
- 13.7** 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.

13.8 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

13.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:

13.9.1to any consultant, contractor or other person engaged by the Council;

13.9.2for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;

13.10 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.

13.11 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.

13.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

14. Agreement and Transparency

14.1 Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission)¹⁵ is not Confidential Information. The Council shall be responsible for determining in its absolute discretion

¹⁵ Delete if there is no tender documentation associated with this contract

whether any of the content of the Agreement or the Tender Submission¹⁶ is exempt from disclosure in accordance with the provisions of the FOIA.

14.2 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.

14.3 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.

14.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

15 Council Data – NOT USED

17. Not Used

18. Data Protection

18.1 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 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

18.2 where there is any conflict, ambiguity or inconsistency between this clause (including any associated definitions) and the remainder of this Agreement, this clause 18 shall take precedence.

18.3 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. The only processing that the Data Processor is authorised to do is listed in Schedule 6 by the Data Controller and may not be determined by the Data Processor.

18.4 The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.

18.5 The Data Processor shall provide all reasonable assistance to the Data

¹⁶ Delete if there is no tender documentation associated with this contract

Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Data Controller, 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.

18.6 The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 6 unless the Data Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject (but failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures), 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 measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 6);
 - (ii) it takes all reasonable steps to ensure the reliability and

- integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
- (A) are aware of and comply with the Data Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Data Processor or any Sub-processor;
 - (C) 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 Data Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are obliged to keep the Personal Data confidential; and
 - (F) shall not store any Personal Data on any portable device or media unless that device is encrypted; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
- (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Data Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
 - (iv) the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Data Controller, delete or return

Personal Data (and any copies of it) to the Data Controller on termination of the Agreement unless the Data Processor is required by Law to retain the Personal Data.

18.7 Subject to clause 18.8, the Data Processor shall notify the Data Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) 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
- (f) becomes aware of a Data Loss Event.

18.8 The Data Processor's obligation to notify under clause 18.7 shall include the provision of further information to the Data Controller in phases, as details become available.

18.9 Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 18.7 (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:

- (a) the Data Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Data Controller following any Data Loss Event;
- (e) assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.

18.10 The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Data Controller determines that the processing is not occasional;
- (b) the Data Controller 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; or
- (c) the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

18.11 The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.

18.12 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

18.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Data Processor must:

- (a) notify the Data Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Data Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 18.13 such that they apply to the Sub-processor; and
- (d) provide the Data Controller with such information regarding the Sub-processor as the Data Controller may reasonably require.

18.14 The Data Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 18.15** The Data Controller may, at any time on not less than 30 Working 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 incorporated by attachment to this Agreement).
- 18.16** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller may on not less than 30 Working Days' notice to the Data Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.17** The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.
- 19. Council Data and Personal Information Audits**
- 19.1** 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:
- 19.1.1** Not Used
- 19.1.2** to review the Contractor's compliance with the Data Protection Legislation, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 19.2** 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.
- 19.3** 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:
- 19.3.1** all information requested by the Council within the permitted scope of the audit;

19.3.2 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;

19.3.3 access to Contractor Personnel

19.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

19.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

19.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

19.7 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.

20. Assignment, Transfer and Sub-contracting

20.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
(a) assign any of its rights under this Agreement; or
(b) transfer all of its rights or obligations by novation,
to another person.

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

20.2 Any consent required under Clause 20.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

20.3 The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.

20.4 In the event that consent is given by either Party to the other Party to the

placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued

20.5 Subject to clause 20.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.

20.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 20, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

21. Public Interest Disclosure ('Whistleblowing')

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

22. Publicity NOT USED

23. Prevention of Bribery

23.1 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.

23.2 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 23 and provide such supporting evidence of compliance with this clause 23 by the Contractor as the Council may reasonably request.

23.3 If any breach of clause 23.1 is suspected or known, the Contractor must notify the Council immediately.

23.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 23.1, 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.

23.5 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 23.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 23.5, 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 Council; 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.

23.6 Any notice of termination under clause 23.5 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.

23.7 Despite clause 34 (Disputes), any dispute relating to:

- a) the interpretation of this clause 23; 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.

23.8 Any termination under clause 23.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

24. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

24.1 it will carry out the work by the Expiry Date

24.2 it will perform the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor and will have adequate numbers of Contractor Personnel to provide the Service

24.3 its Contractor Personnel will have the necessary skill, professional qualifications and experience to deliver the Services in accordance with the Specification and Best Practice

24.4 NOT USED

24.5 it has full capacity and authority to enter into this Agreement

24.6 it has obtained all necessary and required licences, consents and permits to provide the Services

24.7 it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor Personnel to perform the Services

24.8 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the

Contractor and/or the Contractor Personnel. For the avoidance of doubt, nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation

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

24.10 The Contractor will at all times in providing the Services to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request and:

24.10.1 The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of this Agreement.

24.10.2 NOT USED

24.10.3 [.NOT USED](#)

24.10.4 The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.

24.10.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.

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

24.12 If the Contractor performs the Services (or any part thereof) negligently or in breach of this Agreement, then if requested by the Council, the Contractor will re-perform the Services or relevant part thereof at no additional cost to the Council. The Council's request must be made within 6¹⁷ months of the Expiry Date or termination of this Agreement

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

24.14 The Contractor acknowledges and confirms that:

¹⁷ Insert appropriate timescale

- 24.14.1** it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
- 24.14.2** it has received all information requested by it from the Council pursuant to sub-clause 24.14.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 24.14.3** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 24.14.2;
- 24.14.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 24.14.5** it has entered into this Agreement in reliance on its own diligence
- 24.14.6** as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 24.14.7** The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 24.14.6 save where such additional costs or adverse effect on performance have been

caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.

24.15 The Contractor agrees that where requested in writing during the term of this Agreement 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

24.16 In performing its obligations under this Agreement, the Contractor shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

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

25.1 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.

25.2 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.

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

25.3.1 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;

25.3.2 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

25.3.3 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.

25.4 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.

25.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

25.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

25.6.1 in certain circumstances without consulting the Contractor; or

25.6.2 following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 25.6.1 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.

25.7 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.

25.8 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.

26 **Not Used**

27. **Equalities**

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

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

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

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

27.4 The Contractor and any Sub-Contractor will take all reasonable steps to

observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.

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

27.6 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.

28. Non-compliance

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

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

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

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

28.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement

and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 34 (Disputes):

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

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

or

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

And/or

(b) to terminate the Agreement in accordance with clause 38
Termination

29. Waiver

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

30. Sustainability

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

31. Audit And Monitoring

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

32. Safeguarding NOT USED

33. Complaints Procedure

33.1 The Contractor shall operate a complaints procedure in respect of any services or works provided under this Agreement to deal with any complaint received about the standard of services or the manner in which any services have been supplied or work has been performed or any other

matter connected with the performance of the Contractor's obligations under this Agreement ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Council has in respect of the Contractor's performance of this Agreement shall be dealt with in accordance with the remainder of this Agreement.

- 33.2** The Contractor's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Contractor is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards:

33.2.1 is easy for complainants to access and understand

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

33.2.3 provides confidential record keeping to protect employees under this Agreement and the complainant

33.2.4 provides information to the Contractor's management so that services can be improved

33.2.5 provides effective and suitable remedies

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

- 33.3** The Contractor shall inform any users of the services or works provided under this Agreement of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.

- 33.4** The Contractor shall investigate and deal with any complaints it receives about the services or works, whether direct from the public or services users, or referred to it by the Council, in accordance with its published complaints procedure.

- 33.5** The Contractor shall ensure that:

33.5.1 it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Contractor is dealing with the complaint

33.5.2 under no circumstances is a complaint investigated by a member

- of its staff employed under this contract who may be part of the complaint.
- 33.5.3** someone who is independent of the matter complained of carries out the investigation
- 33.5.4** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations
- 33.5.5** it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 21 Working Days of receiving the complaint
- 33.5.6** where a complaint is received by the Contractor relating to the policy or decisions of the Council rather than the Contractor's delivery of its obligations under this Agreement, the Contractor shall promptly, and within two Working Days, refer the complaint to the Council for investigation.
- 33.6** The Contractor shall ensure that all its employees and persons employed under this Agreement are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 33.7** The Contractor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council within 5 Working Days of being requested or at 12 monthly intervals in any event.
- 33.8** Where the Council is investigating a complaint the Contractor is required to participate fully in all investigations within the timescales requested by the Council.
- 33.9** The Contractor should note that if a complaint is made to the Council by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice

by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

34. Disputes

34.1 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:-

34.1.1 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

34.1.2 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 and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

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

35. Force Majeure

- 35.1** 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:-
- 35.1.1** 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
- 35.1.2** 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.
- 35.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 35.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 35.2.2** 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.
- 35.3** 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):-
- 35.3.1** any costs arising from that delay will be borne by the Party incurring the same; and
- 35.3.2** 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.

36. Rights of Third Parties

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

37. Notices

37.1 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

37.2 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

38. Termination

38.1 Either Party may terminate this Agreement by giving to the other Party at least six months' notice in writing.

38.2 Either Party may terminate this Agreement by notice in writing to the other if:

38.2.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

38.2.2 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

38.2.3 the other Party commits a material breach of this Agreement

- which cannot be remedied under any circumstances;
- 38.2.4** The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 28 (Non-Compliance).
- 38.2.5** 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;
- 38.2.6** the other Party ceases to carry on its business or substantially the whole of its business; or
- 38.2.7** 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.
- 38.3** Where notice to terminate is given pursuant to this clause 38, this Agreement shall terminate with effect on the date specified in the notice
- 39. Consequences of Termination**
- 39.1** Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 39.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 39.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 39.4** Notwithstanding its obligations in this clause 39, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 39.5** upon termination of this Agreement for any reason, the Contractor shall,

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

40. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) Taybar have been contacted to see if TUPE applies 01/02/21

The Parties agree that the provisions of Schedule 4 shall apply to any Relevant Transfer of staff under this Agreement

41. Staffing Security – NOT USED

42. Security Requirements – NOT USED

43. Governing Law And Jurisdiction

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

44. Severance

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

45. Parent Company Guarantee¹⁸ – NOT USED

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

46. Amendments

This Agreement may only be amended in writing signed by duly authorised

¹⁸ Delete this clause if no parent company guarantee is required.
Replace text highlighted in green with words "not used"

representatives of the Parties.

47. Agency, Partnership etc

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

48. Conflict of Terms

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

49. Entire Agreement

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

IN WITNESS of this Agreement

Signed by and on behalf of

Shropshire Council

..... Director of Legal & Democratic
Services

..... Legal Services Manager

Signed by and on behalf of

(Contractor)¹⁹

.....
Signature of authorised signatory Position in Company

Or

¹⁹ Insert the contractors name

Deleted: ¶

¶
¶
¶
¶

Deleted: ¶

.....

Director

.....

Director/Company Secretary

Print Name (s).....

SCHEDULE 1

SPECIFICATION

Schedule 2

Support Services Provided by the Contractor NOT USED

Schedule 3

Schedule of Delivery /Independent sites²⁰

²⁰ Please complete if there are sites other than the Council to which services may be delivered - otherwise delete

SCHEDULE 4

TUPE AND PENSION CLAUSES

NOTES TO SCHEDULE 4

Section 1 (Employment Provisions) is required in all circumstances where the letting of a contract to a new Contractor involved the transfer of staff – whether they are transferring from the Council, another public sector body, or from the existing provider (s).

There are alternative clauses 3 and 4 depending on staff transfer position at the COMMENCEMENT of the contract as follows:

- 1) No staff transferring (whether from the Council/NHS or an existing Contractor)– use highlighted clauses*
- 2) Staff transferring from the Council and/or existing Contractor – use highlighted clauses*

Only one set of clauses 3 and 4 should be used - the unused alternative clauses 3 and 4 should be deleted

Section 2 (A) is designed to protect former local authority staff who have been outsourced to the private sector and otherwise stand to lose access to the benefits of the Local Government Pension Scheme. The Council has to protect these pension rights following obligations imposed under the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

Section 2(A) is therefore only required where, the transferring staff have originated with a Local Authority who participates automatically in the Local Government Pension Scheme and remain employed in connection with outsourced public services for more than 50% of their employed time with their new employer. These staff may have been through several changes of employer but they have been and remain continuously employed for more than 50% of their employed time in connection with the Services. These protected staff are referred to in the Schedule as “Eligible Employees”. If there is no such transfer of staff, the Section is not appropriate or necessary.

Section 1 EMPLOYMENT PROVISIONS

Unless otherwise stated in each Section, the following definitions shall apply:

Contractor Personnel: all directors, officers, employees, agents, consultants and contractors of the Contractor and/or any Sub-contractor engaged in the performance of the Contractor's obligations under this Contract;

Contractor's Final Personnel List: a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

Contractor's Provisional Personnel List: a list prepared and updated by the Contractor of all Contractor Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor and who are expected, if they remain in the employment of the Contractor or of any sub-contractor as the case may be until immediately before the termination date or the expiry date of the (as appropriate), would be Transferring Contractor Employees;

Data Protection Legislation means:

- i) all applicable Law about the processing of personal data and privacy; and
- ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and
- iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018

Direct Loss all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of reasonably and necessarily incurred legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Effective Date: the date(s) on which the Services (or any part of the Services), transfer from the Council [or any Former Provider] to the Contractor or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Contractor or Sub-Contractor.

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under regulation 11 of the Employment Regulations :

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Contractor arising out of the employee's employment with the transferor;
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

Employee Liabilities: all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive

Former Provider: a Contractor supplying services to the Council before the Service Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Contractor (or any sub-contractor of any such sub-contractor);

Indirect Losses means loss of profits (other than profits directly and solely attributable to carrying on of the Business), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;

Notified Sub-contractor: a Sub-contractor identified in Annex D to whom Transferring Council Employees and/or Transferring Former Provider Employees will transfer on a Relevant Transfer Date;

Redundancy Costs: statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Contractor to the Redundant Transferring Employees, but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination.

Redundant Transferring Employees: Transferring Council Employees whom the Contractor has dismissed following a lawful redundancy within [NUMBER] months of the Effective Date. _____

Relevant Transfer: a transfer of employment to which the Employment Regulations applies;

Replacement Services: any services which are the same as or substantially similar to the Services and which the Council receives in substitution for any of the Services following the expiry or termination of Partial Termination of this Contract, whether those services are provided by the Council internally and/or by any third party;

Replacement Provider: any third party provider of Replacement Services appointed by the Council from time to time (or where the Council is providing replacement Services for its own account, the Council);

Replacement Sub-contractor: a sub-contractor of the Replacement Provider to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

Retendering Information: as defined in paragraph 6.10;

Service Transfer: any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Provider or a Replacement Sub-contractor;

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Contractor or Sub-Contractor to the Council or any Replacement Provider giving rise to a Relevant Transfer;

Staffing Information: in relation to all persons identified on the Contractor's Provisional Personnel List or Contractor's Final Personnel List, as the case may

be, such information as the Council may reasonably request (subject to all applicable provisions of the Data Protection Legislation, but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information

Sub-Contractor: the contractors engaged by the Contractor to provide goods, services or works to, for or on behalf of the Contractor for the purposes of providing the Services to the Council.

Transferring Council Employees: employees of the Council whose contracts of employment transfer with effect from the Effective Date to the Contractor by virtue of the application of the Employment Regulations. A list of the Transferring Council Employees, as at the date of execution of the Agreement, is attached at Annex B.

Transferring Former Provider Employees: employees of a Former Provider whose contracts of employment transfer with effect from the Effective Date to the Contractor or Sub-Contractor by virtue of the application of the Employment Regulations. An indicative list of the Transferring Former Provider Employees, as at the date of execution of the Agreement, is attached at Annex C.

Transferring Contractor Employees: those employees of the Contractor and/or the Contractor's Sub-contractors wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry date or the termination date of the Contract to whom the Employment Regulations will apply on the Service Transfer Date whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider

2. INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Former Provider, Replacement Provider or Replacement Sub-contractor, as the case may be.

3. PROCEDURE IN THE EVENT OF TRANSFER

3.1 The Council and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Council and/or any Former Provider.

3.2 If any employee of the Council and/or a Former Provider claims, or it is determined in relation to any employee of the Council and/or a Former Provider, that his/her contract of employment has been transferred from the Council and/or the Former Provider to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Contractor shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council and, where required by the Council, give notice to the Former Provider; and

(b) the Council and/or the Former Provider may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Contractor or the Sub-contractor (as appropriate) or take such other reasonable steps as the Council or Former Provider (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

3.3 If an offer referred to in clause 3.2(b) is accepted (or if the situation has otherwise been resolved by the Council and/or the Former Provider), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

3.4 If by the end of the 15 Working Day period specified in clause 3.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Contractor and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

4. INDEMNITIES

4.1 Subject to the Contractor and/or the relevant Sub-contractor acting in accordance with the provisions of clause 3.2 to clause 3.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to clause 4.4, the Council shall:

(a) indemnify the Contractor and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Council referred to in clause 3.2 made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) procure that the Former Provider indemnifies the Contractor and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Provider made pursuant to the provisions of clause 3.4 provided that the Contractor takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.2 If any such person as is described in clause 3.2 is neither re employed by the Council and/or the Former Provider as appropriate nor dismissed by the Contractor and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

4.3 Where any person remains employed by the Contractor and/or any Sub-contractor pursuant to clause 4.2, all Employee Liabilities in relation to such employee shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Council and any Former Provider, and shall procure that the Sub-contractor shall indemnify the Council and any Former Provider, against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.

4.4 The indemnities in clause 4.1:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Contractor and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

(ii) any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 3.2(a) is made by the Contractor and/or any Sub-contractor to the Council and, if applicable, Former Provider within six months of the Effective Date.

3. TRANSFER OF EMPLOYEES TO THE CONTRACTOR ON THE EFFECTIVE DATE

3.1 The Council and the Contractor agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any **Transferring Council Employees [and Transferring Former Provider Employees]** shall transfer to the Contractor or Sub-Contractor. The Contractor shall comply and shall procure that each Sub-Contractor shall comply with their obligations under the Employment Regulations. The **[first]** Relevant Transfer shall occur on the [Effective Date **OR [DATE]**].

3.2 The Council shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Council Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Effective Date. The Council shall provide and, where necessary, update the Employee Liability Information for the Transferring Council Employees to the Contractor, as required by the Employment Regulations. The Council shall warrant that such information is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed.

3.3 Subject to paragraph 3.4, the Council shall indemnify and keep indemnified the Contractor against any losses, except indirect losses incurred by the Contractor or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Council Employee arising out of the employment of any Transferring Council Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Council in relation to any Transferring Council Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Contractor or any relevant Sub-Contractor's failure to comply with regulation 13 of the Employment Regulations) and any such claim is not in connection with the transfer of the Services by virtue of the Employment Regulations on the Effective Date.

[OPTIONAL CLAUSE 3.3A]

[3.3A The Council shall indemnify the Contractor against [(NUMBER%)] of the Redundancy Costs reasonably and properly incurred by the Contractor provided that the Contractor has:

(a) complied with its legal obligations and used all reasonable endeavours to avoid a redundancy situation and to re-deploy and/or re-train any Transferring Council Employees at risk of redundancy; and

(b) used all reasonable endeavours to limit the Council's liability under this paragraph 3.3A.]

3.4 The Contractor shall be liable for and indemnify and keep indemnified the Council [and any Former Provider] against any Employment Liabilities arising from or as a consequence of:

(i) any proposed changes to terms and conditions of employment the Contractor or Sub-Contractor may consider taking on or after the Effective Date;

(ii) any of the employees informing the Council [and any Former Provider] they object to being employed by the Contractor or Sub-Contractor; and

(iii) any change in identity of the [Transferring Council Employees] [and Transferring Former Provider Employees] employer as a result of the operation of the Employment Regulations or as a result of any proposed measures the Contractor or Sub-Contractor may consider taking on or after the Effective Date.

3.5 The Contractor shall be liable for and indemnify and keep indemnified the Council [and any Former Provider] against any failure to meet all remuneration, benefits, entitlements and outgoings for the [Transferring Council Employees].

the Transferring Former Provider Employees], and any other person who is or will be employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.

3.6 The Contractor shall immediately on request by the Council [and/or the Former Provider] provide details of any measures that the Contractor or any Sub-Contractor of the Contractor envisages it will take in relation to any Transferring Council Employees [and any Transferring Former Provider Employees], including any proposed changes to terms and conditions of employment. If there are no measures, the Contractor will give confirmation of that fact, and shall indemnify the Council [and any Former Provider] against all Employment Liabilities resulting from any failure by it to comply with this obligation.

4. NOT USED

5. PROCUREMENT OBLIGATIONS

Where in this schedule the Council accepts an obligation to procure that a Former Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former Provider contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Provider does or does not act accordingly.

6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS

- 6.1 The Contractor agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - (c) the date which is 12 months before the end of the Term; and
 - (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),

it shall provide at no cost to the Council and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Contractor's Provisional Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Personnel List and it shall provide an updated Contractor's Provisional Personnel List at such intervals as are reasonably requested by the Council.

6.2 At least 28 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Council or at the direction of the Council to any Replacement Provider and/or any Replacement Sub-contractor:

- (a) the Contractor's Final Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and
- (b) the Staffing Information in relation to the Contractor's Final Personnel List (insofar as such information has not previously been provided).

6.3 The Council shall be permitted to use and disclose information provided by the Contractor under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Provider and/or Replacement Sub-contractor.

6.4 The Contractor:

- (a) shall promptly notify the Council forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such changes arise; and
- (b) warrants, for the benefit of the Council, any Replacement Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Personnel List regardless of when such notice takes effect.

6.6 During the Term, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

6.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Personnel List who is a Transferring Contractor Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

6.8 The Council regards compliance with this paragraph 6 as fundamental to the Agreement. In particular, failure to comply with paragraphs 6.1 and 6.2 in respect of the provision of accurate information about the Transferring Contractor Employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 6.8 shall not exceed an amount equivalent to the Charges that would be payable in the [three] month period following the Contractor's failure to comply with paragraphs 6.1 or 6.2, as the case may be.

6.9 Any change to the Staffing Information which would increase the total employment costs of the staff in the [six] months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.

6.10 The Contractor shall indemnify and shall keep indemnified in full the Council and at the Council's request any Replacement Provider against all Direct Losses arising from any claim by any party as a result of the Contractor or sub-

contractor failing to provide or promptly to provide the Council and/or any Replacement Provider where requested by the Council with any information required under this Clause 6.1 to 6.4 inclusive ("the Retendering Information") and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply to the extent that such information was originally provided to the Contractor or any sub-contractor by the Council and was materially inaccurate or incomplete when originally provided.

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Council and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.

7.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees and other employees or former employees of the Contractor or each Sub-contractor (who had been engaged in the provision of the Services) arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

7.3 Subject to clause 7.4, the Contractor shall indemnify the Council and/or the Replacement Provider and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Contractor Employee (or,

where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission of the Contractor or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Council and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee for whom it is alleged the Council and/or the Replacement Provider and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council

and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Provider and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

7.5 If any person who is not a Transferring Contractor Employee claims, or it is determined in relation to any person who is not a Transferring Contractor Employee, that his/her contract of employment has been transferred from the Contractor or any Sub-contractor to the Replacement Provider and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Council shall procure that the Replacement Provider shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Contractor; and
- (b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Provider and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Council shall procure that the Replacement Provider shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15th Working Day period specified in clause 7.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Council shall advise the Replacement Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in

accordance with all applicable proper employment procedures set out in applicable Law, the Contractor shall indemnify the Replacement Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

(ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Contractor within six months of the Service Transfer Date.

7.10 If any such person as is described in clause 7.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 Not Used.

7.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Provider and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7.13 Subject to clause 7.14, the Council shall procure that the Replacement Provider indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in the Employment

Regulations) of any Transferring Contractor Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Provider and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Contractor Employees which the Replacement Provider and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees on or after their transfer to the Replacement Provider or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Provider or Replacement Sub-contractor to, or in respect of, any Transferring Contractor Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Provider or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions

relating to the Transferring Contractor Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

7.14 The indemnities in clause 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

7.15 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer to a Replacement Provider will be fulfilled.

7.16 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 6 and 7, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Contractor or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

7.17 Despite clause 7.16, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Section 2 Pensions

1. Local Authority Pension Scheme

1. Definitions and Interpretation:

The definitions and rules of interpretation in this Schedule apply in this Agreement:

Admission Agreement: the agreement to be entered into in accordance with regulation 3 of the Local Government Pension Scheme Regulations 2013, as amended, by the Administering Authority, the Council and the Contractor or Sub-Contractor, as appropriate in the Administering Authority's standard form

Administering Authority: means Shropshire Council

Appropriate Pension Provision: in respect of Eligible Employees, either:

(a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or
(b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of their Legacy Scheme.

Cessation Date: any date on which the Contractor or the relevant Sub-Contractor ceases to be an Admission Body other than as a result of the termination or expiry of this Contract or because it ceases to employ any Eligible Employees;

Eligible Employees:

(a) the Transferring Council Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Effective Date; and/or
(b) the Transferring Former Provider Employees who are former employees of the Council and who were active members of (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer of the Services.

Legacy Scheme: the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

LGPS: Local Government Pension Scheme

LGPS Regulations: the Local Government Pension Scheme Regulations 2013 (SI 2013/2356)

2. PENSIONS

2.1 The Contractor shall or shall procure that any relevant Sub-Contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision from the Effective Date.

2.2 The provisions of clauses 2, 3, 4 and clause 5 shall be directly enforceable by an affected employee against the Contractor or any relevant Sub-Contractor and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Contractor or Sub-Contractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.

3. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME

3.1 Where the Contractor or Sub-Contractor wishes to offer the Eligible Employees membership of the LGPS, the Contractor shall or shall procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to

have effect from and including the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. [The Contractor or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate [and Bond value] in respect of any Eligible Employee who elects to join the LGPS [on or after] the Effective Date.]

3.2 [For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the Administering Authority under the Admission Agreement, the Council shall ensure that the Eligible Employees' past service benefits accrued prior to the Effective Date are fully funded as at the Effective Date by crediting the Contractor at the Relevant transfer Date with a notional fund within the Legacy Scheme of such amount to meet the cost of those past service benefits as determined by the Fund's actuary. For the avoidance of doubt, the notional fund referred to in this Clause 3.2 shall only apply to the value attributed to the notional fund as at the Relevant Transfer Date and any future changes to the funding within the Legacy Scheme in respect of providing the benefits accrued prior to the Relevant Transfer Date shall be for the account of the Contractor or any Sub-Contractor as an Admission Body.]

3.3 The Contractor shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their Contractors, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Contractor or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Agreement.

3.4 The Contractor shall and shall procure that it and any Sub-Contractor shall prior to the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer, obtain any indemnity or bond in the Administering authority's standard form as required in accordance with the Admission Agreement. [The Contractor or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the value of the Bond or guarantee.]

3.5 The Contractor shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council and where such benefits are of a discretionary nature they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Effective Date. The Contractor shall be responsible for meeting all costs associated with the award of such benefits.

3.6 The Council shall have a right to set off against any payments due to the Contractor under this Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Contractor or from any relevant sub-contractor (as applicable) under the Admission Agreement.

4 CONTRACTOR CEASES TO BE AN ADMISSION BODY

4.1 If the Contractor or any Sub-Contractor employs any Eligible Employees from the Effective Date and:

4.1.1 the Contractor or any relevant Sub-Contractor does not wish to offer all or some of those Eligible Employees membership of the Legacy Scheme;

4.1.2 the Council, the Contractor or any relevant Sub-Contractor are all of the opinion that it is not possible to operate the provisions of Clause 3 (Admitted Body Status to the Local Government Pension Scheme); or

4.1.3 if for any reason after the Effective Date the Contractor or any relevant Sub-Contractor ceases to be an Admission Body other than on the date of termination or expiry of this Agreement or because it ceases to employ any Eligible Employees,

then the provisions of Clause 3 (Admitted Body Status to the Local Government Pension Scheme) shall not apply (without prejudice to any rights of the Council under those clauses) and the provisions of Clause 5 (Contractor Pension Scheme) shall apply.

5. CONTRACTOR PENSION SCHEME

5.1 Where this clause applies the Contractor shall or shall procure that any relevant Sub-Contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. Such an occupational pension scheme must be:

- (a) established no later than [three months] prior to the date of the Relevant Transfer; and
- (b) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and
- (c) certified by the GAD or any actuary nominated by the Council in accordance with relevant guidance produced by the GAD as providing benefits that are broadly comparable to those provided by the Legacy Scheme,

and the Contractor shall produce evidence of compliance with this clause 5 to the Council prior to the date of the Relevant Transfer.

5.2 The Council's actuary shall determine the terms for bulk transfers from the LGPS to the Contractor's scheme following the Effective Date and any subsequent bulk transfers on termination or expiry of this Agreement.

5.3 The Contractor undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible

Employees) that it shall and shall procure that any relevant Sub-Contractor shall procure that:

- (a) if the Contractor Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Contractor or relevant Sub-Contractor. The replacement scheme must comply with this Clause 5 (Contractor Pension Scheme); and
- (b) where the Contractor Pension Scheme has not been established at the Effective Date or Cessation Date (as the case may be), the Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the Legacy Scheme immediately before the Effective Date or Cessation Date (as the case may be). Such benefits will continue to be provided until death-in-service benefits are provided by the Contractor Pension Scheme; and
- (c) all information which the Council or the Administering Authority or their respective professional advisers may reasonably request from the Contractor or any relevant Sub-Contractor for the administration of the Legacy Scheme or concerning any other matters raised in this Clause 5 or in relation to calculating the bulk transfer terms shall be supplied to them as expeditiously as possible.

5.4 The Contractor shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees which are identical to the benefits the Eligible Employees would have received under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council and where such benefits are of a discretionary nature they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Effective Date. The Contractor shall be responsible for meeting all costs associated with the award of such benefits.

6. TRANSFER TO ANOTHER EMPLOYER

6.1 Save on expiry or termination of this Agreement, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE) the Contractor shall and shall procure that any relevant Sub-Contractor shall:

- (a) consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and
- (b) procure that the employer to which the Eligible Employees are transferred (the New Employer) complies with the provisions of this Clauses 2 to 7 inclusive provided that references to the "sub-contractor" will become references to the New Employer, references to "Effective Date" will become references to the date of the transfer to the New Employer and

references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

7. CLAIMS FROM ELIGIBLE EMPLOYEES OR TRADE UNIONS

7.1 The Contractor hereby indemnifies the Council and/or any Replacement Provider and, in each case, their Sub-Contractors from and against all Direct Losses suffered or incurred by it or them which arise from claims by Eligible Employees of the Contractor and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:

- (a) relate to pension rights in respect of periods of employment on and after the Effective Date until the date of termination or expiry of this Agreement; or
- (b) arise out of the failure of the Contractor and/or any relevant Sub-Contractor to comply with the provisions of this Clause 7 before the date of termination or expiry of this Agreement.

8. PENSIONS EXIT PROVISIONS

8.1 The Contractor shall and shall procure that each relevant Sub-Contractor shall:

- (a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Eligible Employees);
- (b) promptly provide to the Council such documents and information mentioned in paragraph 8.1(a) which the Council may reasonably request in advance of the expiry or termination of this Agreement; and
- (c) fully cooperate (and procure that the trustees of the Contractor's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on expiry or termination of the Agreement;
- (d) not adversely affect pension rights accrued by the Eligible Employees in the period ending on expiry or termination of the Agreement.

Annex A.

Admission Agreement

DATED

201

SHROPSHIRE COUNCIL

AND

.....

AND

.....

ADMISSION AGREEMENT

Ref: LB/CORP-

ADMISSION AGREEMENT

THIS DEED is dated the day of Two thousand and
BETWEEN :

(1) **SHROPSHIRE COUNCIL** of The Shirehall Abbey Foregate
Shrewsbury Shropshire SY2 6ND acting in its capacity as the
Administering Authority for the Shropshire County Pension Fund (**"the
Administering Authority"**); and

(2) **[SCHEME EMPLOYER]** whose registered address is at **[insert
registered office details]** and whose registered number is **[insert company
number]** (**"the Scheme Employer"**); and

(3) **[ADMITTED BODY]** whose registered address is at **[insert registered
office details]** and whose registered number is **[insert company number]**
(**"the Admission Body"**)

BACKGROUND :

- (1) The Administering Authority is an Administering Authority within the meaning of the Regulations and administers the Fund.
- (2) The **[Scheme Employer OR Administering Authority]** is **[also]** a scheme employer within the meaning of the Regulations.
- (3) The Admission Body is an admission body within the meaning of paragraph 1(d) of Part 3 of Schedule 2 to the Regulations.
- (4) With effect from the Transfer Date the Admission Body will provide services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of services or assets by means of the Contract
- (5) The Parties have agreed to enter into this admission agreement (the Agreement) to enable the Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be or

remain members of the Scheme with effect on and after the Transfer Date.

(6) The terms and conditions of such an admission have been agreed between the parties to this Agreement as follows:-

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement the following definitions and rules of interpretation apply unless the Contract requires otherwise:

“Bond”	Means a bond or indemnity with a person or form described in Paragraph 7 of Part 3 of Schedule 2 to the Regulations in a form approved by the Administering Authority
“Business Day”	means any day other than a Saturday or a Sunday or a Public or Bank Holiday in England
“Commencement Date”	means the date of this Agreement, or the Transfer Date, whichever is the earlier
“Contract”	means the contract between the Scheme Employer and the Admission Body dated [TBC]
“Eligible Employees”	<p>means the employees listed in Schedule One who are employed in connection with the provision of the Services or assets referred to in the Contract [and who are otherwise nominated by the Admission Body for membership of the Scheme]</p> <p>PROVIDED THAT:</p> <p>i) the employee is and remains employed by the Admission Body in connection with the provision of the Services: and</p> <p>ii) the employee otherwise satisfies the requirements of the Regulations relating to eligibility for and membership of the Scheme</p> <p>[Drafting Note: Delete words in square brackets as appropriate]</p>
“Employer’s Contribution Rate”	means the Admission Body’s employer’s contribution rate of [PERCENTAGE]% of the pensionable pay of the Eligible Employees, calculated in accordance with the rates and adjustments certificate obtained in accordance

	with regulation 62 of the Regulations applicable to the Admission Body and certified by an actuary appointed by the Administering Authority as being the appropriate amount, as revised from time to time in accordance with the Agreement.
“Fund”	means the Shropshire County Pension Fund within the Scheme
“Guarantee”	A guarantee with a person described in Paragraph 8, Part 3 of Schedule 2 to the Regulations in a form approved by the Administering Authority
“Registered Pension Scheme”	A pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004
“Regulations”	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356)
“Scheme”	means the Local Government Pension Scheme
“Services”	the [insert description of services] services which are to be provided to the Scheme Employer by the Admission Body under the Contract.
“Termination Date”	has the meaning prescribed in clause 8.2, 8.3 or clause 8.4 as appropriate.
“Transfer Date”	[insert date the employees’ employment transfers to Admission Body]

Interpretation

- 1.2 For the purposes of this agreement, the expression “employed in connection with the provision of the Services” shall mean working for at least 50% of normal working time on the Services;
- 1.3 Unless stated otherwise the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires;
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules;

- 1.5 In this Agreement where the context so admits:-
- 1.5.1 words denoting the singular shall include the plural and vice versa and words denoting one gender shall include a reference to other genders
 - 1.5.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
 - 1.5.3 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5.4 reference to a statute or any statutory provisions is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and include any subordinate legislation for the time being in force made under it
 - 1.5.5 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule of this Agreement and references to a sub-Clause shall be deemed to be a reference to a sub-Clause of the Clause in which the reference appears and reference to paragraphs are to paragraphs of the relevant schedule
 - 1.5.6 clause, schedule and paragraph headings are included for ease of reference only and shall not affect this Agreement or its interpretation
 - 1.5.7 a reference to writing or written includes faxes but not e-mail;
 - 1.5.8 any obligation in this Agreement on a person to do something includes an obligation not to agree or allow that thing to be done;

1.5.9 a reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

2. **COMMENCEMENT AND DURATION OF AGREEMENT**

THIS Agreement shall commence on the Commencement Date and will remain in force until the Termination Date unless terminated earlier in accordance with clause 8 of this Agreement

3. **ADMISSION**

3.1 From the Transfer Date, the Administering Authority shall permit the Eligible Employees to be or to remain members of the Scheme and to participate as active members of the Fund, unless notified to the contrary by the Admission Body. From that date the Admission Body shall operate as if it were an employing authority for the purpose of the Regulations and shall exercise the responsibilities provided for in the Regulations.

3.2 This is to be [an open **OR** a closed] admission agreement.

[Drafting Note: Delete words in square brackets as appropriate]

4. **PARTICIPATION**

4.1 The provisions of the Regulations will apply for determining the rights, obligations and actions to be taken by each party to this Agreement and for the transmission of information between them and each party hereby undertakes with the other to take such action as is required to comply with the Regulations and to take such action promptly

4.2 The provisions of the Regulations will apply to the Eligible Employees in the same way as if the Admission Body were a scheme employer within the meaning of the Regulations

4.3 The Admission Body warrants and represents to the Administering Authority and to the Scheme Employer that, as at the Transfer Date, every Eligible Employee is

employed in connection with the provision of the Services for the purposes of this Agreement

- 4.4 The Admission Body undertakes that it will promptly notify the Administering Authority and the Scheme Employer in writing if any Eligible Employee ceases to satisfy the definition of an Eligible Employee and as such that employee shall then cease to be eligible to be an active member of the Scheme.
- 4.5 The Admission Body shall be liable for and shall indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Fund may incur (whether directly or as a result of a loss or cost to the Eligible Employees) arising out of or in connection with any breach by the Admission Body of this Agreement, the Regulations, or any other legal or regulatory requirements applicable to the Scheme.
- 4.6 The Scheme Employer shall be liable for and shall indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Fund may incur (whether directly or as a result of a loss or cost to the Eligible Employees) arising out of or in connection with any failure on the part of the Admission Body to comply with its obligations under this Agreement, including such exit payments due in accordance with clause 7.3 below.

5. **PAYMENTS**

- 5.1 The Admission Body shall pay to the Administering Authority for credit to the Fund such contributions and payments as are due under the Regulations as required by the Administering Authority in respect of the Eligible Employees
- 5.2 The Admission Body shall pay to the Administering Authority for credit to the Fund:
 - (a) the employee pension contributions from time to time deducted from the pay of the Eligible Employee under the Regulations;

- (b) the employer contributions and payments as are due under the Regulations based on the Employer's Contribution Rate calculated pursuant to clause 7.1. These contributions will be payable on a monthly basis in arrears;
 - (c) any sums calculated under clause 7 and clause 8 arising on termination of the Agreement: and
 - (d) any other payments required by the Regulations or by other legislation
- 5.3 The payments under clause 5.2 must be paid to the Administering Authority no later than the date specified in the Regulations and regulations made under the Pensions Act 1995 or relevant substituting statutory provision.
- 5.4 The Admission Body shall pay to the Administering Authority for credit to the Fund any revised contributions due under Sub-Clause 7.2.2 within 30 days of receipt of a written request from the Administering Authority. The provisions of this clause 5.4 shall survive termination of this Agreement.
- 5.5 Where the Admission Body certifies that:
- (a) an Eligible Employee who is an active member of the Scheme aged 55 or more is being dismissed by reason of redundancy or is leaving the employment of the Admission Body on grounds of business efficiency;
 - (b) an Eligible Employee who is an active member of the Scheme is retiring voluntarily with the consent of the Admission Body on or after age 55 and before normal pension age;
 - (c) it is permitting an Eligible Employee who is an active member of the Scheme to retire on the grounds of ill-health or infirmity of mind or body;
or
 - (d) the Admission Body has exercised a discretion under the Regulations and immediate benefits are payable under the Regulations the Admission Body shall make a payment to the Administering Authority for credit to the Fund of an amount representing the actuarial strain on the Fund (as

certified by an actuary appointed by the Administering Authority) of the immediate payment of benefits.

- 5.6 The amount of the payment in clause 5.5 will be notified to the Admission Body in writing by the Administering Authority. It will be due within 30 days of receipt of the written notification or by such other arrangement as may be agreed between the parties within that period.
- 5.7 Any financial penalty incurred by the Fund arising from the failure of the Admission Body to comply with the terms of this Agreement shall be repaid to the Fund by the Admission Body within 30 days of receiving a written request from the Administering Authority
- 5.8 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Fund remains unpaid at the end of one month after the date on which it becomes due under this Agreement or the Regulations the Administering Authority shall require the Admission Body to pay interest calculated in accordance with the Regulations on the amount remaining unpaid
- 5.9 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Fund has not been paid by the date on which it becomes due the [Administering Authority acting in its capacity as the Scheme Employer OR the Scheme Employer], may set off against any payments due to the Admission Body under the Contract an amount equal to the sum due (including any interest due in accordance with Clause 5.8) and to pay the sum to the Administering Authority for credit to the Fund by a date specified by the Administering Authority

[Drafting Note: Delete words in square brackets as appropriate depending upon whether the Administering Authority is also the Scheme Employer]

- 5.10 The Admission Body and the Scheme Employer agree that the right of set-off in clause 5.9 shall be valid and enforceable notwithstanding any provision to the contrary in the Contract.

6. ADMISSION BODY'S UNDERTAKINGS

The Admission Body undertakes:-

- 6.1 to provide or procure to be provided such information relating to the Admission Body's participation in the Fund and the Eligible Employee's participation in the Scheme as is reasonably required by the Administering Authority and within any timescale specified in the Regulations, or by the Administering Authority, as appropriate.
- 6.2 to comply with the reasonable requests of the Administering Authority to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (SI 1996/1655) or any statutory re-enactment thereof
- 6.3 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and subject to Clause 6.4 in any employer's guide published by the Administering Authority and provided by the Administering Authority to the Admission Body
- 6.4 where the Contract does not specify the adoption of the Scheme Employer's policies on the exercise of discretions and the Admission Body intends to adopt its own policy, to formulate and publish within three months of the Commencement Date a statement concerning the Admission Body's policy on the exercise of its discretions under Regulation 66 of the Regulations, to keep such policies under review and where the Admission Body determines to revise any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.

- 6.5 to notify the Administering Authority and the Scheme Employer immediately in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion
- 6.6 without prejudice to the requirements of the Regulations and any employer's guide published by the Administering Authority and provided to the Admission Body, to promptly, and no later than 30 days from the happening of any such event, notify the Administering Authority and the Scheme Employer in writing of:
- a) any material change in the terms and conditions of employment of any of the Eligible Employees which affects or is likely to affect entitlement to benefits under the Scheme for its employees who are members of the Scheme; and
 - b) of any termination of employment by virtue of redundancy or in the interests of business efficiency, ill health or for any other reason.
- 6.7 not to do or be a party to any act omission or thing which would prejudice the status of the Scheme as a Registered Pension Scheme.
- 6.8 to notify the Administering Authority and the Scheme Employer immediately of any matter which may affect or is likely to affect, its participation in the Scheme and the Fund and give immediate notice to the Administering Authority and the Scheme Employer of any actual or proposed change in its status which may give rise to a termination of the Contract or this Agreement including but not limited to take-over reconstruction or amalgamation liquidation or receivership and a change in the nature of its business or constitution ; and
- 6.9 that in the event of any future transfer during the term of the Contract of any of the Eligible Employees to a sub-contractor or separate organisation for the delivery of the Services or assets provided for in the Contract, to secure that such sub-contractor or organisation complies with the obligations set out in this Agreement in so far as they may otherwise cease to be the obligations of the

Admission Body. The provisions of this clause 6.9 shall survive termination of this Agreement.

7. REVISION OF EMPLOYER'S CONTRIBUTION RATE AND EXIT PAYMENTS

7.1 The Administering Authority shall periodically and in any event at least once every three years obtain from an actuary a certificate specifying, in the case of the Admission Body, the percentage or amount by which in the actuary's opinion the Employer's Contribution Rate should be increased or reduced. This is with a view to ensuring that, as far as is reasonable possible the value of assets of the Fund in respect of Eligible Employees under the Agreement is neither materially more or materially less than the anticipated liabilities of the Fund in respect of the said Eligible Employees at the date the Contract or this Agreement is due to end. The charges for such actuarial services shall be borne by the Admission Body payable within 30 calendar days of receipt of written notification of such costs from the Administering Authority.

7.2 When this Agreement is terminated under clause 8 the Administering Authority must obtain:-

7.2.1 an actuarial valuation as at the Termination Date of the liabilities of the Fund in respect of the Eligible Employees and former Eligible Employees of the Admission Body under the Agreement and

7.2.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the exit payment due from the Admission Body in accordance with Regulation 64(2) of the Regulations.

7.3 Where for any reason it is not possible to obtain revised contributions or the exit payment in accordance with clause 7.2 from the Admission Body or from an insurer, or any person providing an indemnity, bond or guarantee on behalf of the Admission Body, the Administering Authority may obtain a further revision of any rates and adjustments certificate for the Fund within the meaning of the

Regulations, showing the revised contributions due from the Scheme Employer with a view to ensuring that assets equivalent to the exit payment due from the Admission Body under 7.2 are provided to the Fund over such period of times as the Administering Authority shall consider to be reasonable. The charges for such actuarial services shall be borne by the Scheme Employer payable within 30 calendar days of receipt of written notification of such costs from the Administering Authority.

8. TERMINATION

8.1 The Admission Body shall:

- 8.1.1 notify the Administering Authority of any matter that may affect, or is likely to affect, its participation in the Scheme; and
- 8.1.2 give immediate notice to the Administering Authority of any actual or proposed change in its status that may give rise to a termination, and for these purposes, a termination includes a take-over, reconstruction or amalgamation, liquidation or receivership and a change in the nature of the Admission Body's business or constitution.

8.2 Subject to Clauses 8.3 and 8.4 this Agreement shall terminate on the earlier of the Termination Date (as determined by clause 8.3 and 8.4) or at the end of the notice period upon any of the parties hereto giving a minimum of three months notice to terminate this Agreement to the other parties to this Agreement [but such notice shall not have effect unless a broadly comparable occupational pension scheme is made available to the Eligible Employees who are active members of the Scheme at the Termination Date of this Agreement].

[Drafting Note: Include words in square brackets if transferring staff from a Local Authority with Fair Deal protection]

8.3 This Agreement shall automatically terminate on the Termination Date which shall be the earlier of the date of:-

- 8.3.1 the expiry or earlier termination of the Contract or
 - 8.3.2 the date the Admission Body ceases to be an admission body for the purposes of the Regulations; or
 - 8.3.3 the date the Admission Body ceases to employ any Eligible Employee
- 8.4 This Agreement may be terminated with immediate effect (which shall then be the Termination Date) by the Administering Authority by notice in writing to the Admission Body in the event of:-
- 8.4.1 any breach by the Admission Body of any of its obligations under this Agreement PROVIDED THAT if the breach is capable of remedy the Administering Authority shall first afford to the Admission Body the opportunity of remedying that breach within such reasonable period as the Administering Authority may specify; or
 - 8.4.2 the insolvency winding up or liquidation of the Admission Body; or
 - 8.4.3 the failure by the Admission Body to pay any sums due to the Administering Authority or to the Fund within one month of the periods specified in clause 5.2, 5.4, 5.5, 5.7, 7.2.2, or in any other case, within one month of receipt of a notice from the Administering Authority requiring it to do so; or
 - 8.4.4 the Admission Body acts (or omits to act) in such a way as to prejudice the status of the Scheme as a Registered Pension Scheme; or
 - 8.4.4 the failure by the Admission Body to obtain renew or adjust the level of a bond or indemnity in accordance with Clause 9.3
- 8.5 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages

against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect

- 8.5 Where any contributions, payments or other sums due under this Agreement or the Regulations (including without limitation any payments by instalments agreed under Clause 6) remain outstanding on the termination of this Agreement the Admission Body shall pay them in full within 30 days of the date of termination. The provisions of this clause shall survive termination of this Agreement.

9. **BOND, INDEMNITY OR GUARANTEE FROM THE ADMISSION BODY**

- 9.1 Before the Commencement Date, the Admission Body, taking account of actuarial advice and to the satisfaction of the Administering Authority, assessed the level of risk arising on premature termination of the provision of service or assets by reason of insolvency, winding up or liquidation of the Admission Body, as [AMOUNT].
- 9.2 The Admission Body warrants that, where required by the Administering Authority, at the Commencement Date there is in place a Bond or, where for any reason it is not desirable for the Admission Body to enter into a Bond, a Guarantee in respect of the level of risk identified in clause 9.1.
- 9.3 The Admission Body shall, to the satisfaction of the Administering Authority [and Scheme Employer] [Drafting Note: Delete words in square brackets if the Administering Authority and the Scheme Employer are the same body] keep under assessment the level of risk arising on premature termination of the provision of service or assets by reason of insolvency, winding up or liquidation of the Admission Body at no more than three yearly intervals. Following such review, where the risk requires it [and within 30 days of notification by the Scheme Employer], the Admission Body shall:

- (a) arrange for the existing Bond or indemnity or Guarantee to be renewed and amended to cover the revised amount of assessed risk; or
- (b) secure a new Bond or indemnity or Guarantee to cover the revised amount of the assessed risk.

9.4 Where the Bond, indemnity or Guarantee referred to under Clause 9.1 is not for the full period of the Contract the Admission Body shall renew the Bond, indemnity or Guarantee to meet the level of risk exposure which has, prior to the renewal of the bond or indemnity been actuarially assessed to the satisfaction of the Administering Authority and the Scheme Employer. The Admission Body shall as soon as practicable, and not less than 30 days before the expiry date stated in any current bond or indemnity, provide a copy of the renewed Bond or Guarantee to the Administering Authority and the Scheme Employer

10. **NOTICES**

10.1 ANY notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served on the named party if delivered by hand or sent by prepaid first class post to that party in accordance with the following:

- (i) served on the Admission Body at its registered office address;
- (ii) served on the Administering Authority at the Shirehall, Abbey Foregate,, Shrewsbury Shropshire SY2 6ND and addressed to 'Shropshire County Pension Fund'.

10.2 ANY notice served in accordance with clause 10.1 shall be deemed to have been duly given or made:

- (i) if delivered by hand upon delivery at the address provided for in this Clause 10 unless such delivery occurs on a day which is not a Business Day or after 4.00 p.m. on a Business Day in which case it will be deemed to have been given at 9.00 a.m. on the next Business Day or

- (ii) if sent by prepaid first class post on the second Business Day after the date of posting

11. PUBLIC INSPECTION

Subject to the removal of Schedule 1 in order to protect the personal data of the Eligible Employees, this Agreement shall be made available for public inspection by the Administering Authority at their headquarters' address [and also at the Scheme Employer's headquarters address]. [Drafting Note: insert words in square brackets if the Scheme Employer is not also the Administering Authority]

12. DISPUTES

While the Agreement is in force, any party may request a formal review of it to determine whether any amendments should be made. Any reasonable request for such a review shall not be refused by the other party. In respect of any review or any other question that may arise between the parties to this Agreement relating to its construction or to the rights and obligations under the Agreement, any dispute shall be referred in writing to an independent legal adviser or the Secretary of State within the meaning of the Regulations as appropriate for determination.

13. APPLICABLE LAW

- 13.1 This Agreement and any claim or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)..

14. **RIGHTS OF THIRD PARTIES**

This agreement and the documents referred to in it are made for the benefit of the parties; they do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than the eligible employees.

15. **VARIATION**

THIS Agreement may be amended or modified in whole or in part at any time by an Agreement in writing executed in the same manner and by or on behalf of the parties

16. **FREEDOM OF INFORMATION**

16.1. The Scheme Employer and the Admission Body acknowledge that the Administering Authority is subject to duties under the Freedom of Information Act 2000 ("the Act") and best practice under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the Freedom of Information Act 2000 (the "Code").

16.2. The Scheme Employer and the Admission Body acknowledge that the Council may, acting in accordance with the Code, be obliged under the FOIA to disclose information concerning the Scheme Employer and/or the Admission Body:

16.2.1. in certain circumstances without consulting the Scheme Employer/ Admission Body; or

16.2.2. following consultation with the Scheme Employer and/or the Admission Body and having taken their views into account;

provided always that where sub-clause 16.2.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Scheme Employer and/or the Admission Body (as appropriate) advanced notice, or failing that, to draw the disclosure to the Scheme Employer and/or the Admission Body's (as appropriate) attention after any such disclosure.

- 16.3. The Scheme Employer and the Admission Body shall provide all necessary assistance as reasonably requested by the Administering Authority (within any time scale specified as reasonable by the Administering Authority) to enable the Administering Authority to respond to a request for information within the time for compliance as set out in section 10 of the Act.
- 16.4. The Administering Authority shall not in responding to such requests for information disclose any information which it considers is exempt subject to the Administering Authority being required to disclose such information by the Information Commissioner.
- 16.5. The Administering Authority shall in no event be liable for any loss damage harm or detriment howsoever caused arising from or in connection with the reasonable disclosure of information (including any exempt information) under and in accordance with the requirements of the Act in relation to this Agreement

17. **SEVERANCE**

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

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.

18. **WAIVER**

18.1 Failure or neglect by the Administering Authority to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of the Administering Authority's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Administering Authority's rights to take subsequent action.

19. **ENTIRE AGREEMENT**

19.1 Except where expressly provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

20. **COUNTERPARTS**

20.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE ONE

ELIGIBLE EMPLOYEES

Pensionable Employees to be admitted on the Transfer Date:

Employee Number	Employee Name	Date of Birth	NI Number	Current Member of Fund? Y/N

EXECUTED as a DEED by affixing)
the COMMON SEAL of)
SHROPSHIRE COUNCIL)
in the presence of:-)

Authorised Officer

EXECUTED as a deed by **[ADMISSION BODY]**
acting by two Directors or one Director and the Secretary

Director
..... (please also state name)

Director or Secretary
..... (please also state name)

EXECUTED as a deed by **[SCHEME EMPLOYER]** acting by two Directors or one
Director and the Secretary

Director
..... (please also state name)

Director or Secretary
..... (please also state name)

Annex B. Transferring Council Employees

Annex C. Transferring Former Provider Employees

Annex D. List of Notified Sub-contractors

Schedule 5
NOT USED

Schedule 6

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](mailto:Information.Governance.Officer@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	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.
Subject matter of the processing	The processing is needed in order to ensure that the Data Processor can effectively deliver the Services
Duration of the processing	The Term
Nature and purposes of the processing	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) To enable the Contractor contact site representatives for appointments to carry out the guarding services.
Type of Personal Data	<i>Names, email addresses, telephone numbers</i>
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients
Plan for return and destruction of the data once the processing is complete UNLESS	Data to be retained by the Contractor for the duration of this Agreement and thereafter it must be either returned to the Council or destroyed securely in accordance with the Council's written instructions.

legal requirement to
preserve that type of
data

Schedule 7

Joint Controller Agreement NOT USED

Schedule 8

Security NOT USED

Appendix 1

Tender²¹

²¹ Delete if tender is not being attached

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Dear Bidder

**RMCB 035 - SECURITY GUARDING AND LONE WORKING SERVICES
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Dear Bidder

**RMCB 035 - SECURITY GUARDING AND LONE WORKING SERVICES
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT