



European Union

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2, rue Mercier, 2985 Luxembourg, Luxembourg Fax: +352 29 29 42 670

E-mail: ojs@publications.europa.eu

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Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: [Shropshire Council](#)

National ID: *(if known)*

Postal address: [Shirehall, Abbey Foregate](#)

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone: [+44 1743252993](#)

For the attention of:

E-mail: procurement@shropshire.gov.uk

[+44 1743255901](#)

Internet address(es): *(if applicable)*

General address of the contracting authority/entity: *(URL)* www.Shropshire.gov.uk

Address of the buyer profile: *(URL)*

Electronic access to information: *(URL)*

Electronic submission of tenders and requests to participate: *(URL)*

Further information can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.I)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.II)

Tenders or requests to participate must be sent to

- The above mentioned contact point(s) Other (please complete Annex A.III)

I.2) Type of the contracting authority

- Ministry or any other national or federal authority, including their regional or local sub-divisions
- National or federal agency/office
- Regional or local authority
- Regional or local agency/office
- Body governed by public law
- European institution/agency or international organisation
- Other: (please specify)

I.3) Main activity

- General public services

- Defence
- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education
- Other: (please specify)

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

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

yes no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

II.1.1) Title attributed to the contract by the contracting authority :

RMC 131 - The management of the market in Market Drayton, North Shropshire

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

choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s)

- | | | |
|---|---|--|
| <input type="radio"/> Works | <input type="radio"/> Supplies | <input checked="" type="radio"/> Services |
| <input type="checkbox"/> Execution | <input type="checkbox"/> Purchase | Service category No: 14 |
| <input type="checkbox"/> Design and execution | <input type="checkbox"/> Lease | Please see Annex C1 for service categories |
| <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental | |
| | <input type="checkbox"/> Hire purchase | |
| | <input type="checkbox"/> A combination of these | |

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

Shropshire

NUTS code:

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

- The notice involves a public contract
 The notice involves the establishment of a framework agreement
 The notice involves the setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement : (if applicable)

Framework agreement with several operators Framework agreement with a single operator
Number :

or

(if applicable) maximum number : of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years : or in months :

Justification for a framework agreement, the duration of which exceeds four years :

Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)

Estimated value excluding VAT : Currency :

or

Range: between : : and : : Currency :

Frequency and value of the contracts to be awarded : (if known)

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

The Contracting Authority is looking for a contractor to manage the historic markets in Market Drayton, North Shropshire. This includes the commercial street market and indoor market.
 The contractor should support the growth of the markets and improve the shopping experience and reflect the shopping needs within the town.
 The service includes the supply of market stalls and canopies, storage, transportation, erection and dismantling of the stalls, the allocation of pitches, the collection of pitch fees and fees for utility consumption, market and stall holder supervision, advertising and promotion, recycling, health and safety and liaison with all stakeholders.
 The contract will run for 5 years from award of contract, with an option to extend for a further period of 2 years.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79993000	
Additional object(s)	79993100	
	55900000	

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

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

II.1.8) Lots: (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots: yes no

(if yes) Tenders may be submitted for

one lot only

one or more lots

all lots

II.1.9) Information about variants:

Variants will be accepted : yes no

II.2) Quantity or scope of the contract :

II.2.1) Total quantity or scope : (including all lots, renewals and options, if applicable)

[See tender documents](#)

(if applicable, give figures only)

Estimated value excluding VAT : 525000.00 Currency : GBP

or

Range: between : : and : : Currency :

II.2.2) Information about options : (if applicable)

Options : yes no

(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :

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

II.2.3) Information about renewals : (if applicable)

This contract is subject to renewal: yes no

Number of possible renewals: (if known) or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

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

II.3) Duration of the contract or time limit for completion:

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

or

Starting: 01/04/2012 (dd/mm/yyyy)

Completion: 31/03/2019 (dd/mm/yyyy)

Section III : Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required:(if applicable)

[See tender documentation](#)

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

[See tender documentation](#)

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

[Joint and severable liability](#)

III.1.4) Other particular conditions:(if applicable)

The performance of the contract is subject to particular conditions : yes no
(if yes) Description of particular conditions:

III.2) Conditions for participation:

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

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

III.2.4) Information about reserved contracts:(if applicable)

- The contract is restricted to sheltered workshops
- The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: yes no
(if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

- Open
- Restricted
- Accelerated restricted

Justification for the choice of accelerated procedure:

- Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : yes no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

- Accelerated negotiated

Justification for the choice of accelerated procedure:

- Competitive dialogue

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate:(restricted and negotiated procedures, competitive dialogue)

Envisaged number of operators:

or

Envisaged minimum number: and (if applicable) maximum number

Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue:(negotiated procedure, competitive dialogue)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated : yes no

IV.2) Award criteria

IV.2.1) Award criteria (please tick the relevant box(es))

- Lowest price

or

- The most economically advantageous tender in terms of

the criteria stated below *(the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)*

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

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	

Criteria	Weighting	Criteria	Weighting
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used yes no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

IV.3.1) File reference number attributed by the contracting authority: (if applicable)

RMC 131

IV.3.2) Previous publication(s) concerning the same contract:

yes no

(if yes)

Prior information notice Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

Other previous publications (if applicable)

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document: (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents

Date: 24/02/2012 Time:

Payable documents yes no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

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

Date: 27/02/2012 Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates: (if known, in the case of restricted and negotiated procedures, and competitive dialogue)

Date:

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

Any EU official language

Official EU language(s):

EN

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:

until: :

or

Duration in months : or in days : (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders:

Date : (dd/mm/yyyy) Time

(if applicable) Place:

Persons authorised to be present at the opening of tenders *(if applicable)* :

yes no

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement : yes no
(if yes) Estimated timing for further notices to be published:
7 years

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds : yes no
(if yes) Estimated timing for further notices to be published:

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

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 27 February 2012. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to the Procurement Manager, Shropshire Council as set out in para 1.1 above.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name: [See VI.4.2 below](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Internet address: *(URL)*

VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*

The Contracting Authorities will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into.

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Internet address: (*URL*)

VI.5) Date of dispatch of this notice:

[13/01/2012](#) (*dd/mm/yyyy*) - ID:2012-006698

Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail:
Internet address: *(URL)*

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail:
Internet address: *(URL)*

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: [Democratic Services Manager, Shropshire Council](#) National ID: *(if known)* -
Postal address: [Shirehall, Abbey Foregate](#)
Town: [Shrewsbury](#) Postal code: [SY2 6ND](#) Country: [United Kingdom \(UK\)](#)
Contact point(s): Telephone: [+44 1743252993](#)
For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)
E-mail: [+44 1743255901](#)
Internet address: *(URL)*

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

Official name National ID (if known):
Postal address:
Town Postal code
Country

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

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

Personal info

«Title» «First_Name» «Last_Name»
«Company_Name»
«Address_Line_1»
«Address_Line_2»
«City»

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 13 January 2012
My ref:
Your ref:

Dear Sirs

RMC 131 – MANAGEMENT OF MARKETS IN NORTH SHROPSHIRE

I enclose a copy of the Notice that has been placed in the Supplement to the Official Journal of the European Union relating to the above contract.

If you wish to be considered to be invited to tender, please read the Notice carefully and follow the required procedure by emailing for tender documents to Nigel Denton, Procurement Manager, Commissioning & Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: procurement@shropshire.gov.uk) as soon as possible.

Your completed tender must be returned so that it is received by 12 noon on 27 February 2012 at the latest.

Yours faithfully

Procurement Manager
Commissioning & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993

Enc



Date - as per email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

**RMC 131 – MANAGEMENT OF MARKETS IN MARKET DRAYTON, NORTH SHROPSHIRE
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Specification & Appendices A - C
4. Tender Response Document
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **Two hard copies** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 27 February 2012**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 13 January 2012 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Further to its obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council, please refer to the Council's General Terms and Conditions for requirements around Freedom of Information, Data Protection and Transparency.

Other Details

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

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

Personal info

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

Yours faithfully

Procurement Manager

Enc

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS
2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. ANTI-BRIBERY AND CORRUPTION
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNING AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY
- 23A. AGREEMENT STATUS
24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGAURDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

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

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

1. **DEFINITIONS**

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

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;

“Confidential Information”	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
“EIR”	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
“Exempt Information”	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)

“FOIA”	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
“Form Agreement” of	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
“Goods”	means all goods specified in the Agreement.
“Hazardous Goods”	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
“Law”	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software"	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
“Works”	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
‘Writing’	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

2. GENERAL

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

3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5. PRICE AND PAYMENT

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

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

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

- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10. TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

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

11. THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

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

13 INDEMNIFICATION

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

- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14. TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d) the other party ceases to carry on its business or substantially the whole of its business; or
- e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15. ANTI-BRIBERY AND CORRUPTION (W) (Z)

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or

- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

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

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

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

- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

23. CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

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

23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24. COUNCIL DATA

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

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

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- c) Transfer of data to and from the system is conducted in a secure manner.

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

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

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

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

25. PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

28. INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30. HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

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

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

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33. SAFEGUARDING(W) (Z)

33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37. RIGHTS OF THIRD PARTIES

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

38. ENTIRE AGREEMENT

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

39. FORCE MAJEURE

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

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

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

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

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

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

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

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

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

40. GOVERNING LAW AND JURISDICTION (W)

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

41. COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

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

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

- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

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

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

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

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

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.

- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.

- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



Tender Specification

**RMC 131 – MANAGEMENT OF MARKETS IN
MARKET DRAYTON**

RMC 131 – MANAGEMENT OF MARKETS IN MARKET DRAYTON

INFORMATION FOR TENDER

1.0 Introduction

- 1.1 The Council is looking to an operator with the experience, flair and resources to grow the markets of Market Drayton and improve the shopping experience for both traders and shoppers.
- 1.2 Whilst the Council will retain the rights to the markets, the successful contractor will manage the markets on its behalf and work to increasing their contribution to the Shropshire economy by increasing the range of goods available, which could attract more shoppers to the town.
- 1.3 Although there are currently two members of staff employed by the Council to look after the markets, provision for them will be made by the Council and there will not be any TUPE implications.
- 1.4 The successful contractor(s) will be appointed for 5 years, with an option to extend for a further 2 years.

2.0 Advertising

- 2.1 The Council currently promotes the markets through adverts placed in the local press and through wider media sources.
- 2.2 It will be expected that the new operator continues to positively promote and publicise the markets and shopping experience.

3.0 Working with Traders

- 3.1 Currently, few of the traders have agreements or licenses with the Council for operating from the markets. Many of the traders only pay for their pitch if they are occupying it, which means the occupancy rate fluctuates.
- 3.2 To improve the shopping experience for customers and the trading conditions for all operators, we would encourage formalising the agreements with traders and working for the mutual benefit of the market.

4.0 General Introduction to Market Drayton Markets and the Required Service

- 4.1 Market Drayton has a successful and commercial street market and indoor market, with a well established reputation. This is a traditional market, selling an array of fresh local produce and other products.
- 4.2 Market Drayton was granted a charter by Henry III in 1245 to run a weekly market. For over 750 years the tradition has continued and today there is a small indoor market on Wednesdays and Saturdays in Cheshire Street. There is also a Wednesday street market in Cheshire Street where shoppers and tourists can experience the hustle, bustle and colour of a traditional street market and purchase a large variety of fresh produce and goods every week.
- 4.3 The Market Hall was completely refurbished and work was completed in February 2011. This has provided a modern and attractive space from which the indoor market operates.
- 4.4 A new roof has been put on the building which makes the Hall much lighter and brighter. The Hall has benefited from an additional entrance door, new flooring, traders toilets (including a toilet for the disabled), heating (via a new gas supply to the building), waste room and market office. Market customers can enjoy shopping in a Market Hall that has a new updated look which has greatly improved the shopping experience for market customers and modern facilities for traders who have been able to re-launch their businesses in new surroundings.
- 4.5 The street markets would now benefit from investment in a standardised layout and stalls. This would further improve market appearance, create more trader space and also improve the shopping experience for customers.
- 4.6 The Market Hall has 12 internal units and one external unit, which is occupied by a fruit and vegetable trader. The interior layout of the market was designed to allow for trestle tables down the centre of the market which will increase the income from the Market Hall. Traders are allowed to trade on Wednesdays and Saturdays. Under the previous North Shropshire District Council, traders were issued with licences to occupy the units (see Appendix B).
- 4.7 With the current layout, a maximum of 12 traders can trade from the Market Hall. The average number for street market traders is currently 35-40.
- 4.8 The required service will include the supply of market stalls and canopies, storage, transportation erection and dismantling of the stalls, the allocation of pitches, the collection of pitch fees (including fees for gas and electricity consumption), market and stall holder supervision, advertising and promotion, health and safety, and liaison with key stakeholders.
- 4.9 Joint activities with the Council are to include marketing and promotion, pitch fee increases as appropriate, design of stalls and canopies and market development.
- 4.10 With the refurbishment of the Market Hall, there is a real opportunity to relaunch the markets as a fresh and lively trading area.

- 4.11 A plan of the indoor Market and Street Market in Market Drayton are given in Appendices A. and C.

5.0 Market History

- 5.1 The markets in Market Drayton used to be managed by North Shropshire District Council until March 2009, but have since been managed by Shropshire Council.
- 5.2 The stalls and canopies on the street market are non-standard and the layout of the market has not been reviewed for many years. There is an opportunity to increase pitch availability by standardising the pitches and redesigning the layout.

6.0 Market Future

- 6.1 Now that the indoor premises have been refurbished, the outdoor market can now be greatly improved through a new layout, and potentially new or existing stalls and canopies of an acceptable standard
- 6.2 This is a real opportunity to relaunch the markets and place it firmly in the heart of the community. By introducing a uniformity of stalls and branding, the market could appear much more attractive. There is also an opportunity to review the current layout of the market as this has not been altered for many years and the new operator may identify more effective use of space.
- 6.3 The Council is seeking an operator who will be innovative in its management and operation of the market in order to attract more traders and shoppers to the market. Promotion and advertising are important areas that need improvement, as is partnership working and effective communication; the Council will work with the operator to raise the market's profile.
- 6.4 The pitch charges for 2011/2012 are £5.30 per metre for an outdoor pitch.
- 6.5 As traders in the Market Hall have not been issued with new licences it is intended that the new operator will issue these for the units. The weekly charges for 2011/2012 for unit 1 and 12 is £31.00, units 2-11 is £43.00 and for unit 13 £85.00 and £6.00 for a trestle table. Indoor market traders pay the full weekly cost whether they attend or not.

7.0 Market Operation Requirements

- 7.1 The Council is looking for an experienced market operator to build a successful partnership, working together to develop a vibrant and attractive market.

- 7.2 The successful company will be responsible for managing, promoting and operating the Market in Market Drayton, adhering to the terms of the licence and in accordance with the tenderer's proposals detailed in the Tender Response Document.

8.0 Financial Proposals and Pricing Requirements

Tenderers are required as part of the Tender Response Document to provide their Financial Proposals that will include:

8.1 Stall, Boards and Canopies - Costs

Tenderer's are required to provide the charge it would seek to recover from the Authority for the transfer of ownership from it to the Council for all stalls, display boards and canopies. For clarity this is to ensure the Council has first call (as an option only) on the purchase of these items, from the Tenderer, in the event of an early termination.

8.2 Electricity and Gas Charges - Fees

Electricity and Gas charges relating to the indoor market are to be reimbursed in full to the Council on a monthly, in arrears, basis by the contractor. Tenderers are required to provide their proposals for these charges to be made to stall holders. (Please note individual metering is not considered feasible). There are some stalls with chiller cabinets, and some are currently operating without electric hook up.

(Current Estimated Annual Utility Charges:-
Electric – Approx. £5,500
Gas - Approx. £600 (based on a mild winter)
Water - Approx. £600)

8.3 Tender Sum - Pitch Sales Income

Tenderer's are required to provide their details of the pitch charges, expected number of pitch sales, total income and the percentage split of income between the Operator and the Authority.

It is a requirement for the figures to be detailed for each year of the full five year term of the licence.

The total pitch fee income for the five year term, identified as payable to Shropshire Council, will be deemed to be the Tender Sum submitted by the tenderer and will be used for the 40% price evaluation.

8.4 Optional Two Year Extension – Pitch Sales Income

Tenderer's are required to provide their details of the pitch charges, expected number of pitch sales, total income and the percentage split between the Operator and the Authority.

It is a requirement for the figures to be detailed for each year of the optional two year extension of the licence.

8.5 Additional Costs

Tenderer's are required to identify any additional costs before submitting their tender, as any additional costs will not be accepted at a later date.

9.0 Market Premises and Operation

- 9.1 The Market is partly held in the Market Hall, which is owned by Shropshire Council. The Council will maintain responsibility for the building and its upkeep, but the successful contractor will be required to organise the return of the Market Hall in a tidy state at the end of trading. There are toilets in the Market Hall that are available for traders. Cleaning the toilets and Market Hall on Market Day will be the responsibility of the successful tenderer.
- 9.2 Traders are provided with plastic bags to put waste in and have been instructed to flat pack all cardboard. The removal of waste will remain the responsibility of the Council.
- 9.3 The Council currently provide a toll collector and an operative to manage the stalls. Operatives also clean up after the market. The successful tenderer will assume responsibility for these duties and the erection and dismantling of stalls upon award of contract.
- 9.4 In 2010/11 the market generated an income of £67,190 and £75,000 in 2009/10. Factors which contributed to the drop in revenue were the ongoing refurbishment of the Market Hall, as traders having to vacate the premises during the works and the severe weather conditions experienced over the winter period.
- 9.5 The Council does not currently operate Saturday outdoor markets however tenderers are asked to provide proposals for a weekly/monthly Saturday outdoor market to sell local produce and other products. Tenderers are asked to indicate within the tender schedule the costs and charges associated with operating a weekend outdoor market as described above. This is subject to a successful licence application and The Council will be looking to the successful Contractor to work with it to bring this into operation.
- 9.6 The Council will also look to decide with the successful contractor the most advantageous siting of stalls for the Wednesday and Saturday markets to help draw footfall into the historic centre of the town and so increase the economic benefit.



INSTRUCTIONS FOR TENDERING

**RMC 131 – MANAGEMENT OF MARKETS IN
MARKET DRAYTON**

Shropshire Council Instructions to Tenderers and Special Terms and Conditions

Contract Description:

The Council is looking for a manager of the markets in Market Drayton.

We are looking for a contractor who will manage the markets; the contractor should support their growth, improve the shopping experience and reflect the shopping needs within the town.

The contract will run for 5 years, with an option to extend for a period of up to 2 years.

Tenders must be submitted in accordance with the following conditions and instructions to tender. Any tenders not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	3
3.1	Completing the tender response document	3
3.2	Tender Preparation and cost	3
3.3	Requirements	4
3.4	Parent Company Guarantee	4
3.5	Warranty	4
3.6	Tender Submission	4
3.7	Queries	5
4.0	Confidentiality and Freedom of Information	5
5.0	Non-Canvassing	5
6.0	Collusive Tendering	5
7.0	E-Procurement	6
8.0	Award of Contract	6
	Award Criteria	6
	Award Notice	6
	Value of Contract	6
	Acceptance	6
9.0	Payment Terms	7
10.0	Declaration	8

1.0 Invitation to Tender

You are invited to tender for the provision of a service to manage the markets of North Shropshire, as detailed in the Tender Response Document. The contract will be for an initial period of 5 years commencing on the **1st April 2012** with the option to extend up to the **31st March 2019**.

Tenders are to be submitted in accordance with the General Terms and Conditions and the instructions outlined within this document.

2.0 Terms and Conditions

Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the General Terms and Conditions and the Special Terms and Conditions contained in these Instructions to Tender unless the Council shall previously have expressly agreed in writing to the contrary.

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

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.

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.

3.2 Tender Preparation and Costs

Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

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

3.3 Requirements

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.

The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying him/herself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

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

3.4 **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.

3.5 **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.

3.6 **Tender Submission**

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 10 February 2012. One hard copy and one CD copy of your Tender Response Document must be returned**

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.

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.

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.

3.7 Queries

Any queries arising in relation to this invitation to tender should be raised with Procurement Manager, either in writing to Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND, by phone 01743 252993 or e-mail procurement@shropshire.gov.uk quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than **3rd February 2012**.

4.0 Confidentiality and Freedom of Information

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.

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

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

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

If, at any stage of this 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.

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

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

In submitting a tender response the Tenderer acknowledges that if successful, and following any contract award, the documents contained within any tender response and any resulting contractual documents may be disclosed to the general public, (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 Shropshire Council), and by submitting a tender response the Tenderer hereby gives their consent for such publication.

Further to its obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council, please refer to the Council's General Terms and Conditions for requirements around Freedom of Information, Data Protection and Transparency.

5.0 Non-Canvassing

Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Tendering

Any Tenderer who:

- (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; or

Shall (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) be disqualified. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

7.0 E-Procurement

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

8.0 Award of Contract

8.1 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.

8.2 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.

8.3 Value of Contract

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

8.4 Acceptance

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

The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1st April 2012.

9.0 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.

10. Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Appendix B

MARKET STALL LICENCE

CON4-11

THIS LICENCE is made the day of Two thousand and Six B E T W E E N NORTH SHROPSHIRE DISTRICT COUNCIL (hereinafter called "the Council") of the one part and of Shropshire (hereinafter called "the Stallholder") of the other part

WHEREAS:-

- (1) The Council are the owners of the Market Hall, Off Cheshire Street, and markets are held on two occasions in each week
- (2) The Stallholder has requested the Council to grant him/her the licence to use stall(s) in the Market Hall

Now the Council hereby grants to the Stallholder the right to use on the usual market days for the sale of goods and articles specified in Clause 13 the stall(s) numbered together with the right to use the toilets and tearoom. The right to use the said stall and facilities shall continue from week to week from the day of 19 unless determined by one month's notice in writing given by either party at any time after the date thereof

The conditions on which the right aforesaid is granted are as follows:-

1. The Stallholder must use the stall on both of the usual market days on a Wednesday and a Saturday in each week.

2. The Stallholder shall pay to the Council on each Wednesday the sum of £ or such sum as the Council shall from time to time determine. One month's notice of increase shall be given.
3. The Stallholder will comply with :
 - (a) any market byelaws and any other regulations or rules made by the Council with respect to the Market.
 - (b) all statutory requirements and regulations made for public health purposes or for the sale of food and other goods
4. The Stallholder shall not permit any person other than his/her employees to use the said stall(s) or facilities except with the consent in writing of the Council's Street Scene Manager he/she shall be responsible for any damage caused by such persons
5. No alteration or addition to the structure of fittings of any stall may be made by or on behalf of the Stallholder except with the consent in writing of the Street Scene Manager
6. The Stallholder may not drive or permit the driving of nails or screws into the woodwork of any stall or otherwise damage or deface the property of the Council
7. The Stallholder may not place goods or things beyond the boundaries of the said stall(s) either on the ground or hanging except with the consent of the Street Scene Manager

8. The Stallholder must exhibit his/her name on a board or on the fascia on the stall(s)
9. The Stallholder may not add to or alter the electric wiring and fittings provided by the Council or provide any other kind of lighting or heating except with the consent in writing of the Street Scene Manager
10. The Stallholder will be responsible for the payment of all electricity consumed
11. The Stallholder must deposit all vegetable and fish refuse and offal in the bins provided for that purpose by the Council. Dry refuse must be placed in suitable receptacles
12. The Stallholder must keep the stall(s) and fittings clean and free from litter and shall be responsible for all damage caused by any person
13. The Stallholder may only sell from the said stall and may not sell any other class of goods without the previous consent in writing of the Street Scene Manager
14. The Stallholder shall be responsible for full public and employees liability and shall maintain sufficient comprehensive insurance cover to meet all claims by third parties and shall indemnify the Council against such claims
15. The Stallholder shall not cause or permit any vehicle goods or other things to obstruct any service road footway or mall save for a reasonable time during the delivery or removal of goods and shall remove any vehicle goods or other thing forthwith when so requested by the Street Scene Manager

16. The Stallholder shall permit the Council's workmen at convenient times in the daytime to enter the stall to examine its condition and to carry out any necessary repairs

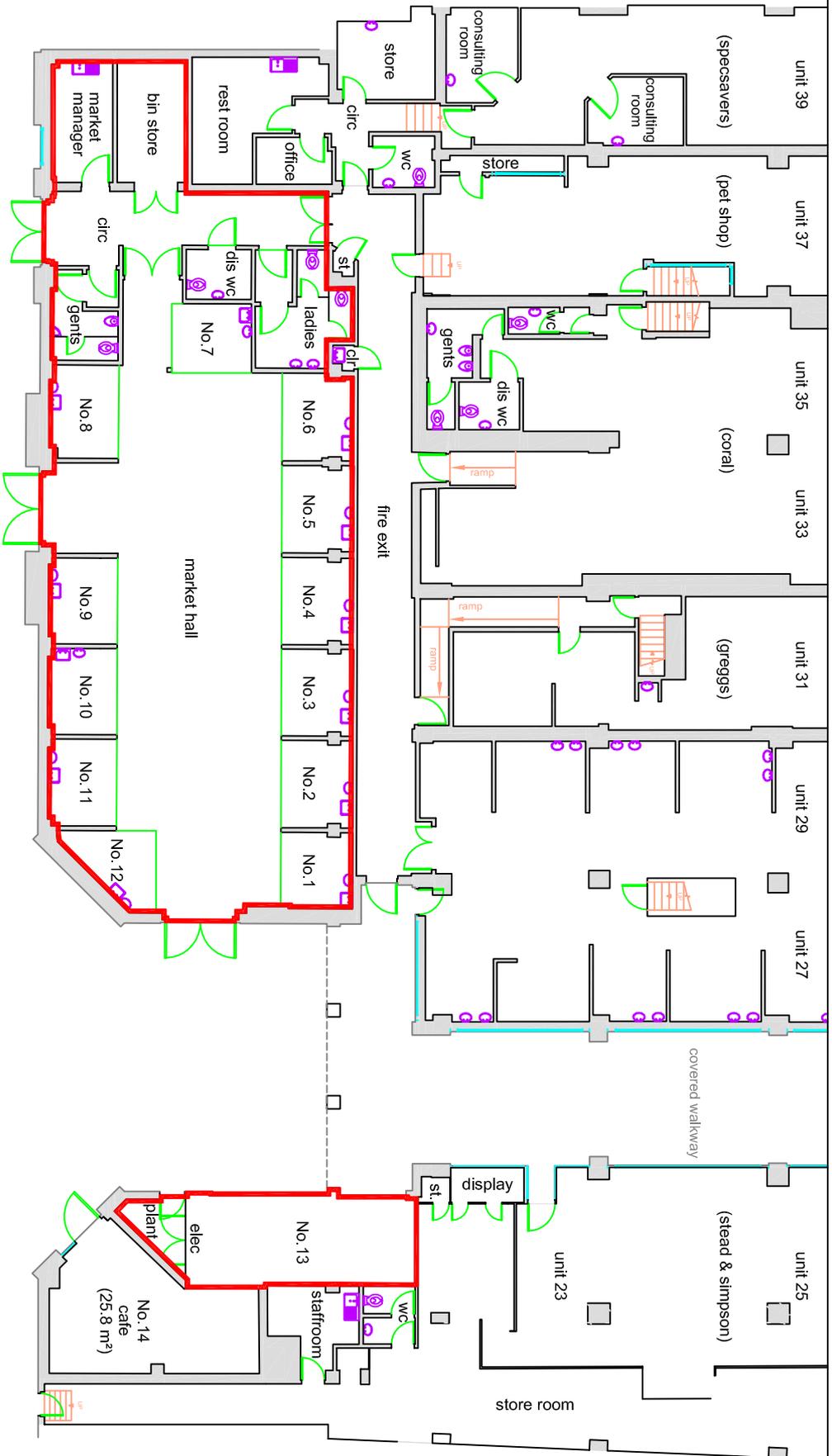
A S W I T N E S S the hands of the parties the day and year first before written

SIGNED on behalf of the Council)

in the presence of:-)

SIGNED by the Stallholder in)

the presence of:-)



Notes :
1: DO NOT SCALE FROM THIS DRAWING

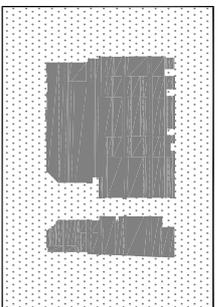


Legend

Market Areas



Block Plan



Property Services

Market Drayton Market Hall
Frogmore Road
Market Drayton
PROPERTY NO: NSDC015

APPENDIX - A

FLOOR PLAN
MARKET AREAS

SURVEY DATE	Mar-2011	SCALE	1:150	DRAWN BY	DCA	DATE	29-Jun-2011	UPDATED	
AREA	PROP.	PHASE	AWRFS	SHEET	REV.	006	039	00	V 01



Tender Response Document

**RMC 131 – MANAGEMENT OF MARKETS IN
MARKET DRAYTON**

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

The Council is looking for a manager of the markets in Market Drayton.

We are looking for a contractor who will manage the markets; the contractor should support their growth, improve the shopping experience and reflect the shopping needs within the town of Market Drayton.

The contract will run for 5 years, with an option to extend for a period of up to 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Procurement Manager, 01743 252993 or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	4
A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	8
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	12
E	Health & Safety and Equal Opportunities	13
F	Contract Experience and References	20

G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section G / Q 1	Adequate Accreditations and Skills Level
Section F / Q 1 & 2	Adequate proven competence & experience

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria - Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings: 0 - No response given

- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The tender receiving the highest mark overall for the quality criteria will receive the full 60 % (420 marks) available for that category and other tenders will receive a % that reflects the difference in the marks.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (280 marks)		
Section H / Q 1	Price	40% / 280 max marks
Total for price		40% / 280 max marks
Quality 60% (420 marks)		
Section H / Q 2	Operation	15% / 105 max marks
Section H / Q 3	Marketing & Promotion	15% / 105 max marks
Section H / Q 4	Commercial Enquiries	5% / 35 max marks
Section H / Q 5	Customer Perspective	10% / 70 max marks
Section H / Q 6	Amenities & Infrastructure	15% / 105 max marks
Total for quality		60% / 420 max marks

NB. Sub-weightings for individual questions are shown in the relevant questions within Section H.

For price – 30% (84 marks) of the available 280 marks will be awarded to the tender who makes the highest investment in the market. Other tenders will receive proportionally less marks. The investment will be calculated using the total figure given for Question H 1.1.

70% (196 marks) of the 280 marks available will be awarded to the tender that gives the Council the highest return over 5 years, the others will receive proportionally less. The return figure will be calculated using the totals given in Question H 1.3.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the management of markets in Market Drayton

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 a management service for the markets at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

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

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of)	
Date	

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>

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

2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been providing a market management service? years	
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the provision of a market management service? _____	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="295 810 1391 1211"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2008/09</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> <tr> <td>2009/10</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> <tr> <td>2010/11</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09	£.....	£.....	YES/NO	2009/10	£.....	£.....	YES/NO	2010/11	£.....	£.....	YES/NO
<u>Company</u>			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2008/09	£.....	£.....	YES/NO																		
2009/10	£.....	£.....	YES/NO																		
2010/11	£.....	£.....	YES/NO																		
2.2	<p>Please show below your company’s turnover in the provision of market management services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1525 1289 1870"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to market management services</th> </tr> </thead> <tbody> <tr> <td>2008/09</td> <td>£.....</td> </tr> <tr> <td>2009/10</td> <td>£.....</td> </tr> <tr> <td>2010/11</td> <td>£.....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to market management services	2008/09	£.....	2009/10	£.....	2010/11	£.....												
<u>Year</u>	Turnover in relation to market management services																				
2008/09	£.....																				
2009/10	£.....																				
2010/11	£.....																				

Section D:
Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p><i>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</i></p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES/NO

1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years? <div style="text-align: center;">Total</div> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td data-bbox="435 293 820 398">No. of accidents reported under RIDDOR last year</td> <td data-bbox="820 293 1015 398"></td> </tr> <tr> <td data-bbox="435 398 820 504">No. of accidents reported under RIDDOR this year</td> <td data-bbox="820 398 1015 504"></td> </tr> </table>	No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year		
No. of accidents reported under RIDDOR last year						
No. of accidents reported under RIDDOR this year						
1.13	Does your company consult with employees on health and safety? If YES, please give details below.	YES/NO				
1.14	Will you be using any sub contractors as part of this contract?	YES/NO				
1.15	If YES to 1.14 please give details of who your sub contractors are.					
1.16	If YES to 1.14 how do you ensure they are competent?					

1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>
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2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Equality Act 2010 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	<p>YES/NO</p>

Section F:
Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	
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 services.</p>

**Section G:
Accreditations and Skills Level**

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. NABMA, Association of Private Market Operators, Institute of Place Management, FARMA or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
				Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

**Section H:
Tender Schedule**

1.	Pricing Schedule																												
1.1	<p>Please detail the costs you will be meeting as a management company for this market. (This question is worth 84 marks)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Management</td> <td style="width: 20%; text-align: right;">£</td> </tr> <tr> <td>Stall storage and transport</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Staff wages (market supt/erection team)</td> <td style="text-align: right;">£</td> </tr> <tr> <td>The provisions of stalls including supply, repair and maintenance</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Advertising and publicity</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Entertainment/events support</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Cleaning management</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">£</td> </tr> </table>		Management	£	Stall storage and transport	£	Staff wages (market supt/erection team)	£	The provisions of stalls including supply, repair and maintenance	£	Advertising and publicity	£	Entertainment/events support	£	Cleaning management	£	Total	£											
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Total	£																												
1.2	<p>We are asking the successful tenderer to provide stalls, display boards and canopies. Upon the end of a 7 year contract, ownership of these would transfer to the Council.</p> <p>Please provide the cost per year that the Council would have to pay you to own the equipment supplied for the Markets of Market Drayton if the contract was to end before its maximum 7 year term. For clarity, this is to ensure the Council has first call (as an option) on the purchase of these items from the Contractor in the event of the contract not running to its full term.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Year</th> <th style="width: 65%;">Description</th> <th style="width: 20%;">Cost</th> </tr> </thead> <tbody> <tr> <td>2011/12</td> <td>Value at start of Contract</td> <td></td> </tr> <tr> <td>2012/13</td> <td>Value less 1 Year Depreciation</td> <td></td> </tr> <tr> <td>2013/14</td> <td>Value less 2 Years Depreciation</td> <td></td> </tr> <tr> <td>2014/15</td> <td>Value less 3 Years Depreciation</td> <td></td> </tr> <tr> <td>2015/16</td> <td>Value less 4 Years Depreciation</td> <td></td> </tr> <tr> <td>2016/17</td> <td>Value less 5 Years Depreciation</td> <td></td> </tr> <tr> <td>2017/18</td> <td>Value less 6 Years Depreciation</td> <td></td> </tr> <tr> <td>2018/19</td> <td>Value less 7 Years Depreciation</td> <td style="text-align: right;">£0</td> </tr> </tbody> </table>		Year	Description	Cost	2011/12	Value at start of Contract		2012/13	Value less 1 Year Depreciation		2013/14	Value less 2 Years Depreciation		2014/15	Value less 3 Years Depreciation		2015/16	Value less 4 Years Depreciation		2016/17	Value less 5 Years Depreciation		2017/18	Value less 6 Years Depreciation		2018/19	Value less 7 Years Depreciation	£0
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1.3	Please provide your proposal for charges, pitch sales, total income figures and percentage breakdown, between the Operator and the Authority, for each five year term of the Licence for the Market Operation as outlined in the Tender Specification. (This question along with Question 1.4 is worth 196 marks)
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YEAR	PITCH CHARGE (PER STALL)	No. OF PITCHES PER MARKET (MAXIMUM 90)	No. OF DAYS OPERATIONAL (103 MAXIMUM)	ANNUAL TOTAL PITCH FEE INCOME	OPERATOR PERCENTAGE	Shropshire Council PERCENTAGE
					%	%
2011/2012	£	No.	No.	£	£	£
2012/2013	£	No.	No.	£	£	£
2013/2014	£	No.	No.	£	£	£
2014/2015	£	No.	No.	£	£	£
2015/2016	£	No.	No.	£	£	£
TENDER SUM - TOTAL PITCH SALES INCOME PAYABLE TO SHROPSHIRE COUNCIL (For Full Five Year Term)						£

1.4	Please provide your proposal for charges, pitch sales, total income figures and percentage breakdown, between the Operator and the Council, for the optional two year extension of the Licence for the Market Operation as outlined in the Tender Specification Document.
-----	---

YEAR	PITCH CHARGE (PER STALL)	No. OF PITCHES PER MARKET (MAXIMUM 90)	No. OF DAYS OPERATIONAL (103 MAXIMUM)	ANNUAL TOTAL PITCH FEE INCOME	OPERATOR PERCENTAGE	Shropshire Council PERCENTAGE
					%	%
2016/2017	£	No.	No.	£	£	£
2017/2018	£	No.	No.	£	£	£
TENDER SUM – TOTAL PITCH SALES INCOME PAYABLE TO SHROPSHIRE COUNCIL (For Full Five Year Term)						£

1.5	Please state any additional costs. Any additional costs you do not state here will not be accepted at a later date. Also set out here any proposed costs and charges associated with the provision of Saturday outdoor markets.
-----	---

2.	Operation
2.1	<p>We recognise that a successful market will need us to be working in partnership with the new operator. We are proposing to hold quarterly meetings between ourselves and the successful operator.</p> <p>Please tell us what you will need from us to get the most potential out of the market? Please also tell us what you think will need to be covered in these meetings? (This question is worth 21 marks)</p>
2.2	<p>We will need to know how the market is performing. Please therefore supply:-</p> <ul style="list-style-type: none"> - Your proposals for collecting and providing information to the Authority regarding the number of pitches taken up per market day. - Your proposals for providing information to the Authority regarding the pitch income collected per market day. - Your proposals for providing the Authority with bench marking information from similar market operations. <p>(This question is worth 21 marks)</p>

2.3	<p>A successful market is an asset to a town, as it increases footfall and brings a valuable community resource.</p> <p>How do you propose involving and communicating with the Town Council and other key stakeholders of the market? (This question is worth 21 marks)</p>
2.4	<p>The market needs to operate in a safe and lawful way, and this needs to be demonstrable to traders and customers alike.</p> <p>Please submit your draft Market Regulations that would apply to the operation for each Market and which will be included in the final contract</p> <p>The Market Regulations are to include clauses on insurance requirements, health and safety, type of product allowed, waste disposal, pitch allocation, employing of children, trader conduct and dispute procedure. (This question is worth 14 marks)</p>

2.5	<p>In the past, North Shropshire District Council required the indoor traders to sign a “Market Stall Agreement”. For information, a copy of this can be found in Appendix B of the Tender Specification but it has not been in use for a number of years.</p> <p>Please provide a copy of your proposed agreement with the individual traders (both indoor and outdoor). This may be an acknowledgement and acceptance of the Market Regulations as well as further terms. (This question is worth 7 marks)</p>
2.6	<p>We are keen to ensure a wide mix of produce and not allow an oversupply at any one time.</p> <p>Please detail how you would control a balance of goods. (This question is worth 7 marks)</p>

2.7	<p>Please give details of how you would accommodate charities and non-profit organisations; e.g. if you would offer a free stall and on what basis. (This question is worth 14 marks)</p>
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3.	Marketing and Promotion
3.1	<p>It is anticipated the new operator will promote the market through advertising and other media.</p> <p>The Council has published regular press adverts for the market; this responsibility will transfer to the successful operator.</p> <p>Please give details of any local press advertising you would provide; this should include the proposed publication, size and frequency of advert. (This question is worth 28 marks)</p>

3.2	<p>The internet is an increasingly popular method of advertising and websites encourage both traders and the public. Shropshire Council currently promotes the markets on the website http://www.shropshire.gov.uk/propertyservices.nsf/open/7B7C60D5F0EC9788802576480046F887</p> <p>Please could you give details of any proposed web presence and what information would be included. If you have an example of a similar website you have constructed, please also give details of that.</p> <p>(This question is worth 28 marks)</p>
3.3	<p>Market traders also promote the markets they trade at through organised press appearances, their own traders' websites and other advertising.</p> <p>Please give details of how you would encourage market traders to be involved in promoting the markets.</p> <p>(This question is worth 21 marks)</p>

3.4	<p>Please give any further details of your marketing strategy, to promote these markets, that haven't been covered in the questions above.</p> <p>Please also give details of your proposals for the running of a Saturday Outdoor market to sell Local Produce and other products. Please also indicate the costs and charges associated with this.</p> <p>(This question is worth 28 marks)</p>
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4.	Commercial Enquiries
4.1	State your anticipated average weekly income for the first 12 months operation of the markets in Market Drayton. (This question is worth 14 marks)
4.2	What is your initial assessment of tariff chargeable per stall per day for regular traders at the Market in Market Drayton? (This question is worth 7 marks)
4.3	Do you intend to charge regular traders for absence at the Market in Market Drayton, if so state amount of tariff chargeable per day per stall. (This question is worth 7 marks)
4.4	State the annual income from stall tariffs at the Market in Market Drayton that you have projected in your financial calculations. (This question is worth 7 marks)

5.	Customers' Perspective
5.1	<p>We think it is important the customer has a good shopping experience and has confidence with the products they are buying. We also want the market to have a good reputation as a safe shopping environment.</p> <p>Please detail what measures you would put in place to ensure products sold are safe and not counterfeit. Please also indicate whether you have signed up for the Real Deal Charter, or made any other similar commitments. (This question is worth 14 marks)</p>
5.2	<p>Please give details of how you would ensure market traders abided by the Consumer Protection Act. Please also indicate whether you have signed up to the Market Shoppers National Charter, or similar scheme, and how this would be communicated to shoppers. (This question is worth 14 marks)</p>

5.3	Please give details of how you work with Trading Standards and how they would be involved in the market. (This question is worth 21 marks)
5.4	Please give details of your proposals/procedures for effectively dealing with comments, compliments and complaints and how you will ensure high standards of customer care. (This question is worth 21 marks)

6.	Amenities and Infrastructure
6.1	<p>The outdoor market stalls are currently in a state of disrepair and the impression of the market could be much improved.</p> <p>How do you propose improving the appearance of the market? If you are intending new or existing stalls of an acceptable standard, please provide details of intended time frame, manufacturer and any pictorial images you may have. (This question is worth 49 marks)</p>
6.2	<p>If new or existing stalls (of an acceptable standard) are to be provided, please detail if any sliding charges will be payable when the contract expires or is not renewed. (This question is worth 28 marks)</p>

6.3	<p>Your staff would be required to erect and dismantle the stalls for the traders to use.</p> <p>Please give details as to what training the operatives have, what safety wear they are required to use and any other pertinent information. (This question is worth 21 marks)</p>
6.4	<p>Please set out your proposals for the charging and collection of utility costs from stall holders. (Please note individual metering is not considered feasible). (This question is worth 7 Marks)</p>



Tender Response Document

**RMC 131 – MANAGEMENT OF MARKETS IN
MARKET DRAYTON**

Name of TENDERING
ORGANISATION
(please insert)

LSD Promotions Limited

Shropshire Council Tender Response Document

Contract Description:

The Council is looking for a manager of the markets in Market Drayton.

We are looking for a contractor who will manage the markets; the contractor should support their growth, improve the shopping experience and reflect the shopping needs within the town of Market Drayton.

The contract will run for 5 years, with an option to extend for a period of up to 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Procurement Manager, 01743 252993 or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	4
A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	8
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	12
E	Health & Safety and Equal Opportunities	13
F	Contract Experience and References	20

G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section G / Q 1	Adequate Accreditations and Skills Level
Section F / Q 1 & 2	Adequate proven competence & experience

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria - Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings: 0 - No response given

- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The tender receiving the highest mark overall for the quality criteria will receive the full 60 % (420 marks) available for that category and other tenders will receive a % that reflects the difference in the marks.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (280 marks)		
Section H / Q 1	Price	40% / 280 max marks
Total for price		40% / 280 max marks
Quality 60% (420 marks)		
Section H / Q 2	Operation	15% / 105 max marks
Section H / Q 3	Marketing & Promotion	15% / 105 max marks
Section H / Q 4	Commercial Enquiries	5% / 35 max marks
Section H / Q 5	Customer Perspective	10% / 70 max marks
Section H / Q 6	Amenities & Infrastructure	15% / 105 max marks
Total for quality		60% / 420 max marks

NB. Sub-weightings for individual questions are shown in the relevant questions within Section H.

For price – 30% (84 marks) of the available 280 marks will be awarded to the tender who makes the highest investment in the market. Other tenders will receive proportionally less marks. The investment will be calculated using the total figure given for Question H 1.1.

70% (196 marks) of the 280 marks available will be awarded to the tender that gives the Council the highest return over 5 years, the others will receive proportionally less. The return figure will be calculated using the totals given in Question H 1.3.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the management of markets in Market Drayton

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 a management service for the markets at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name ...

Date ...23rd February 2012.....

Designation

Company...LSD Promotions Limited.....

Address ...20 Market Street, Stourbridge, West Midlands.....

.....

..... Post Code ...DY8 1AG.....

Tel No ...01384 877336..... Fax No ...01384 877336.....

E-mail address ...admin@lsdpromotions.com.....

Web address ...www.lsdpromotions.com.....

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status... ..

Signed (2) Status... ..

(For and on behalf of ...LSD Promotions Limited.....)

Date ...23rd February 2012.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status... ..

Signed (2) Status... ..

(For and on behalf of ...LSD Promotions Limited.....)

Date ...23rd February 2012.....

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

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

No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status... ..
Signed (2)	Status... ..
(For and on behalf of ... LSD Promotions Limited)	
Date ... 23rd February 2012	

**Section B:
Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: LSD Promotions Limited Address: 20 Market Street, Stourbridge, West Midlands Postcode: DY8 1AG Tel: 01384 877 336 Email: admin@lsdpromotions.com	
1.2	Registered name (if different from above): As above Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: 20 Market Street, Stourbridge, West Midlands Postcode: DY8 1AG Tel: 01384 877336 / Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input checked="" type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>

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

2.	Company History/Background	
2.1	Date Company established: June 1989	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing a market management service?	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of a market management service?	

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Accounts Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2008/09</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2010/11</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09			YES	2009/10			YES	2010/11			YES
<u>Company</u>			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2008/09			YES																		
2009/10			YES																		
2010/11			YES																		
2.2	<p>Please show below your company’s turnover in the provision of market management services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to market management services</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2008/09</td> <td>£.....</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td>£.....</td> </tr> <tr> <td style="text-align: center;">2010/11</td> <td>£.....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to market management services	2008/09	£.....	2009/10	£.....	2010/11	£.....												
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2008/09	£.....																				
2009/10	£.....																				
2010/11	£.....																				

Section D:
Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	

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

Section E:
Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or</i></p>	

	<p><i>complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years?</p> <table border="1" data-bbox="432 286 1015 499"> <thead> <tr> <th colspan="2" data-bbox="823 264 951 293">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 293 823 398">No. of accidents reported under RIDDOR last year</td> <td data-bbox="823 293 1015 398">None</td> </tr> <tr> <td data-bbox="432 398 823 499">No. of accidents reported under RIDDOR this year</td> <td data-bbox="823 398 1015 499">None</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	None	No. of accidents reported under RIDDOR this year	None	
Total								
No. of accidents reported under RIDDOR last year	None							
No. of accidents reported under RIDDOR this year	None							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>The company consults and communicates with its employees on health and safety through its company handbooks, contracts, training and briefings.</p>	YES						
1.14	<p>Will you be using any sub contractors as part of this contract?</p>	NO						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/a</p>							
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/a</p>							

1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>
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2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Equality Act 2010 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations 	

	How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details. N/a	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details. N/a	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p>Examples of documents attached.</p>	<p>YES</p> <p>YES</p> <p>YES</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Our policies in this respect are detailed on pages 3 and 14 of the company handbook.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO

**Section F:
Contract Experience and References**

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				Complete Management and Operation of large Sunday Market	June 1992 To June 2023
2				Complete Management and Operation of 100 plus stall Street Market	April 2011 To April 2018
3				Complete Management and Operation of 100 plus stall Street Market	June 2006 To Ongoing out of contract
4				Management of the Cities Christmas and Farmers/Craft Market	Sep 2005 To Ongoing
5					
6					
7					
8					

2.	
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 services.</p>

**Section G:
Accreditations and Skills Level**

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. NABMA, Association of Private Market Operators, Institute of Place Management, FARMA or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates.			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
				Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other			Enclosed

	proof of the qualifications.	YES/NO
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**Section H:
Tender Schedule**

1.	Pricing Schedule																											
1.1	<p>Please detail the costs you will be meeting as a management company for this market. (This question is worth 84 marks)</p> <p>Management</p> <p>Stall storage and transport</p> <p>Staff wages (market supt/erection team)</p> <p>The provisions of stalls including supply, repair and maintenance</p> <p>Advertising and publicity</p> <p>Entertainment/events support</p> <p>Cleaning management</p> <p>Total</p>																											
1.2	<p>We are asking the successful tenderer to provide stalls, display boards and canopies. Upon the end of a 7 year contract, ownership of these would transfer to the Council.</p> <p>Please provide the cost per year that the Council would have to pay you to own the equipment supplied for the Markets of Market Drayton if the contract was to end before its maximum 7 year term. For clarity, this is to ensure the Council has first call (as an option) on the purchase of these items from the Contractor in the event of the contract not running to its full term.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Year</th> <th style="width: 65%;">Description</th> <th style="width: 20%;">Cost</th> </tr> </thead> <tbody> <tr> <td>2011/12</td> <td>Value at start of Contract</td> <td></td> </tr> <tr> <td>2012/13</td> <td>Value less 1 Year Depreciation</td> <td></td> </tr> <tr> <td>2013/14</td> <td>Value less 2 Years Depreciation</td> <td></td> </tr> <tr> <td>2014/15</td> <td>Value less 3 Years Depreciation</td> <td></td> </tr> <tr> <td>2015/16</td> <td>Value less 4 Years Depreciation</td> <td></td> </tr> <tr> <td>2016/17</td> <td>Value less 5 Years Depreciation</td> <td></td> </tr> <tr> <td>2017/18</td> <td>Value less 6 Years Depreciation</td> <td></td> </tr> <tr> <td>2018/19</td> <td>Value less 7 Years Depreciation</td> <td></td> </tr> </tbody> </table> <p>The opening year will be 2012/13 and the closing year 2019/20</p>	Year	Description	Cost	2011/12	Value at start of Contract		2012/13	Value less 1 Year Depreciation		2013/14	Value less 2 Years Depreciation		2014/15	Value less 3 Years Depreciation		2015/16	Value less 4 Years Depreciation		2016/17	Value less 5 Years Depreciation		2017/18	Value less 6 Years Depreciation		2018/19	Value less 7 Years Depreciation	
Year	Description	Cost																										
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2016/17	Value less 5 Years Depreciation																											
2017/18	Value less 6 Years Depreciation																											
2018/19	Value less 7 Years Depreciation																											

1.3 Please provide your proposal for charges, pitch sales, total income figures and percentage breakdown, between the Operator and the Authority, for each five year term of the Licence for the Market Operation as outlined in the Tender Specification.
(This question along with Question 1.4 is worth 196 marks)

YEAR	PITCH CHARGE (PER STALL)	No. OF PITCHES PER MARKET (MAXIMUM 90)	No. OF DAYS OPERATIONAL (103 MAXIMUM)	ANNUAL TOTAL PITCH FEE INCOME	OPERATOR PERCENTAGE	Shropshire Council PERCENTAGE
					50%	50%
2011/2012						
2012/2013						
2013/2014						
2014/2015						
2015/2016						
TENDER SUM - TOTAL PITCH SALES INCOME PAYABLE TO SHROPSHIRE COUNCIL (For Full Five Year Term)						

1.4	Please provide your proposal for charges, pitch sales, total income figures and percentage breakdown, between the Operator and the Council, for the optional two year extension of the Licence for the Market Operation as outlined in the Tender Specification Document.
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YEAR	PITCH CHARGE (PER STALL)	No. OF PITCHES PER MARKET (MAXIMUM 90)	No. OF DAYS OPERATIONAL (103 MAXIMUM)	ANNUAL TOTAL PITCH FEE INCOME	OPERATOR PERCENTAGE	Shropshire Council PERCENTAGE
					50%	50%
2016/2017						
2017/2018						
TENDER SUM – TOTAL PITCH SALES INCOME PAYABLE TO SHROPSHIRE COUNCIL (For Full Five Year Term)						

1.5	Please state any additional costs. Any additional costs you do not state here will not be accepted at a later date. Also set out here any proposed costs and charges associated with the provision of Saturday outdoor markets.
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2.	Operation
2.1	<p>We recognise that a successful market will need us to be working in partnership with the new operator. We are proposing to hold quarterly meetings between ourselves and the successful operator.</p> <p>Please tell us what you will need from us to get the most potential out of the market? Please also tell us what you think will need to be covered in these meetings? (This question is worth 21 marks)</p>
2.2	<p>We will need to know how the market is performing. Please therefore supply:-</p> <ul style="list-style-type: none"> - Your proposals for collecting and providing information to the Authority regarding the number of pitches taken up per market day. - Your proposals for providing information to the Authority regarding the pitch income collected per market day. - Your proposals for providing the Authority with bench marking information from similar market operations. <p>(This question is worth 21 marks)</p>

2.3	<p>A successful market is an asset to a town, as it increases footfall and brings a valuable community resource.</p> <p>How do you propose involving and communicating with the Town Council and other key stakeholders of the market? (This question is worth 21 marks)</p>
2.4	<p>The market needs to operate in a safe and lawful way, and this needs to be demonstrable to traders and customers alike.</p> <p>Please submit your draft Market Regulations that would apply to the operation for each Market and which will be included in the final contract</p> <p>The Market Regulations are to include clauses on insurance requirements, health and safety, type of product allowed, waste disposal, pitch allocation, employing of children, trader conduct and dispute procedure. (This question is worth 14 marks)</p> <p>Conditions of Licence and Market Regulations are at appendices 9.</p>

2.5	<p>In the past, North Shropshire District Council required the indoor traders to sign a “Market Stall Agreement”. For information, a copy of this can be found in Appendix B of the Tender Specification but it has not been in use for a number of years.</p> <p>Please provide a copy of your proposed agreement with the individual traders (both indoor and outdoor). This may be an acknowledgement and acceptance of the Market Regulations as well as further terms. (This question is worth 7 marks)</p>
2.6	<p>We are keen to ensure a wide mix of produce and not allow an oversupply at any one time.</p> <p>Please detail how you would control a balance of goods. (This question is worth 7 marks)</p>

2.7	<p>Please give details of how you would accommodate charities and non-profit organisations; e.g. if you would offer a free stall and on what basis. (This question is worth 14 marks)</p>
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3.	Marketing and Promotion
3.1	<p>It is anticipated the new operator will promote the market through advertising and other media.</p> <p>The Council has published regular press adverts for the market; this responsibility will transfer to the successful operator.</p> <p>Please give details of any local press advertising you would provide; this should include the proposed publication, size and frequency of advert. (This question is worth 28 marks)</p>

3.2	<p>The internet is an increasingly popular method of advertising and websites encourage both traders and the public. Shropshire Council currently promotes the markets on the website http://www.shropshire.gov.uk/propertyservices.nsf/open/7B7C60D5F0EC9788802576480046F887</p> <p>Please could you give details of any proposed web presence and what information would be included. If you have an example of a similar website you have constructed, please also give details of that.</p> <p>(This question is worth 28 marks)</p>
3.3	<p>Market traders also promote the markets they trade at through organised press appearances, their own traders' websites and other advertising.</p> <p>Please give details of how you would encourage market traders to be involved in promoting the markets.</p> <p>(This question is worth 21 marks)</p>

3.4	<p>Please give any further details of your marketing strategy, to promote these markets, that haven't been covered in the questions above.</p> <p>Please also give details of your proposals for the running of a Saturday Outdoor market to sell Local Produce and other products. Please also indicate the costs and charges associated with this.</p> <p>(This question is worth 28 marks)</p>
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4.	Commercial Enquiries
4.1	State your anticipated average weekly income for the first 12 months operation of the markets in Market Drayton. (This question is worth 14 marks)
4.2	What is your initial assessment of tariff chargeable per stall per day for regular traders at the Market in Market Drayton? (This question is worth 7 marks)
4.3	Do you intend to charge regular traders for absence at the Market in Market Drayton, if so state amount of tariff chargeable per day per stall. (This question is worth 7 marks)
4.4	State the annual income from stall tariffs at the Market in Market Drayton that you have projected in your financial calculations. (This question is worth 7 marks)

5.	Customers' Perspective
5.1	<p>We think it is important the customer has a good shopping experience and has confidence with the products they are buying. We also want the market to have a good reputation as a safe shopping environment.</p> <p>Please detail what measures you would put in place to ensure products sold are safe and not counterfeit. Please also indicate whether you have signed up for the Real Deal Charter, or made any other similar commitments. (This question is worth 14 marks)</p>
5.2	<p>Please give details of how you would ensure market traders abided by the Consumer Protection Act. Please also indicate whether you have signed up to the Market Shoppers National Charter, or similar scheme, and how this would be communicated to shoppers. (This question is worth 14 marks)</p>

5.3	Please give details of how you work with Trading Standards and how they would be involved in the market. (This question is worth 21 marks)
5.4	Please give details of your proposals/procedures for effectively dealing with comments, compliments and complaints and how you will ensure high standards of customer care. (This question is worth 21 marks)

6.	Amenities and Infrastructure
6.1	<p>The outdoor market stalls are currently in a state of disrepair and the impression of the market could be much improved.</p> <p>How do you propose improving the appearance of the market? If you are intending new or existing stalls of an acceptable standard, please provide details of intended time frame, manufacturer and any pictorial images you may have. (This question is worth 49 marks)</p>
6.2	<p>If new or existing stalls (of an acceptable standard) are to be provided, please detail if any sliding charges will be payable when the contract expires or is not renewed. (This question is worth 28 marks)</p>

6.3	<p>Your staff would be required to erect and dismantle the stalls for the traders to use.</p> <p>Please give details as to what training the operatives have, what safety wear they are required to use and any other pertinent information. (This question is worth 21 marks)</p>
6.4	<p>Please set out your proposals for the charging and collection of utility costs from stall holders. (Please note individual metering is not considered feasible). (This question is worth 7 Marks)</p>

personal & commercial info

LSD Promotions Ltd
20 Market Street
Stourbridge
West Midlands
DY8 1AG

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 28 March 2012

Dear Sirs

**RMC 131 – MANAGEMENT OF MARKETS IN MARKET DRAYTON
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

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

We are pleased to inform you that, following the evaluation process and our recent meeting with you, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your tender dated 23 February 2012 and clarified at our recent meeting.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 10 April 2012.

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

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

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

The following issues were clarified at our recent meeting and form part of our acceptance:-

It is therefore hoped that the contract in commence in Mid- April for an initial period of 5 years with the option to extend for a further 2 years.

We will be in touch with you again at the end of the standstill period with a form of agreement document for you to execute and at this stage there can be a formal announcement of the contract award.

Yours faithfully

Group Manager
Facilities Management
Shropshire Council

Area Director
Shropshire Council