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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: XXXXXXXXXX

E-mail: procurement@shropshire.gov.uk

Fax: [+44 1743253910](#)

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 :

IMC 088 - Maintenance of Sewage Plant & Equipment

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: 1 |
| <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 :

NUTS code: [UKG22](#)

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 contract shall comprise the inspection and servicing of sewage plant equipment at various Shropshire Council maintained properties.
 There are approximately 89 sewage plants and grease traps and the type of properties are primary and secondary schools. Therefore consideration must be given to scheduling work around school holiday times. Other types of property include fire stations, libraries, visitor centres, maintenance depots and gypsy sites. It shall further comprise of a 24 hour 365 days per year emergency breakdown repair service for sewage plant equipment.
 The contract will be for an initial period of 12 months renewable annually for a maximum of up to a further 3 years commencing on 1st April 2014.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45252130	

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 : 480000.00 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: 01/01/2014 (dd/mm/yyyy)

Completion: 31/03/2018 (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)*

[See tender documentation](#)

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:

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)

IMC 088

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: 12/11/2013 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: 13/11/2013 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 of 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:

4 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)*

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

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

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

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: (*URL*)

VI.5) Date of dispatch of this notice:

[27/09/2013](#) (*dd/mm/yyyy*) - ID:2013-131011

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: Fax:
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: Fax:
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: Fax: [+44 1743253910](#)
Internet address: *(URL)*

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

Official name [Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.](#) National ID (if known):
Postal address: [Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND](#)
Town [Shrewsbury](#) Postal code [SY2 6ND](#)
Country [United Kingdom \(UK\)](#)

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

Annex B
Information about lots

Title attributed to the contract by the contracting authority

Lot No : **Lot title :**

1) Short description:

2) Common procurement vocabulary (CPV):

Main vocabulary:

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion: (if applicable)

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

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

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

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

IMC 088 – MAINTENANCE OF SEWAGE PLANT & EQUIPMENT 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 Response Document
4. Appendix A – Sewage Quotation Sheet
5. Specification
6. Indicative Property Schedule
7. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** 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 Wednesday 13th November 2013** 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 **27th September 2013** to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

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

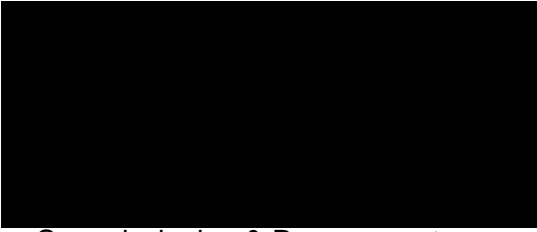
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

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

Yours faithfully

personal info



Commissioning & Procurement
Enc

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

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

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

1. DEFINITIONS

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

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"Council Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;

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

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

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

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

2 GENERAL

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

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5 PRICE AND PAYMENT

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

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

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.

6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.

6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.

8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

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

9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

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

10 TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has

signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

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

11 THE COUNCIL'S OBLIGATIONS

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

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

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

12. WARRANTIES

12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

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

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

14 TERMINATION AND CANCELLATION

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

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

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

b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

d). the other party ceases to carry on its business or substantially the whole of its business; or

e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

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

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
 - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

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

17 INDEPENDENT CONTRACTORS

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

18 SEVERABILITY

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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

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

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

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

20 WAIVER

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

21 HAZARDOUS GOODS

21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND

22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

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

23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.

23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

23.5.1 treat the other party's Confidential Information as confidential; and

23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent

23.6 Clause 23.5 shall not apply to the extent that:

23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;

23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

23.6.3 such information was obtained from a third party without obligation of confidentiality;

23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

23.6.5 it is independently developed without access to the other party's Confidential Information.

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

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

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

24 COUNCIL DATA

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

- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

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

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

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

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

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

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

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

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

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

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

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

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

28 INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £1,000,000 (ONE MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.
- 28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

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

32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

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

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

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

32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

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

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

32.6.1 in certain circumstances without consulting the Contractor; or

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

provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where

appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

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

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.

- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.
- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37 RIGHTS OF THIRD PARTIES

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

38 ENTIRE AGREEMENT

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

39 FORCE MAJEURE

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

- 39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
- 39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and
- 39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

- 41.1 The 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 Contactor shall ensure that:
- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
 - 41.2.2 someone who is independent of the matter complained of carries out the investigation
 - 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
 - 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully 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 endeavours to resolve the dispute
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

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

43 STAFFING SECURITY

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

44 SECURITY REQUIREMENTS

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

INDICATIVE SCHEDULE
DO NOT USE



Shropshire County Council
Property Maintenance Group
The Shirehall
Abbey Foregate
SHREWSBURY
Shropshire
SY2 6ND

Sewage Equipment

This report has been produced on the [genes1s] Property Management System maintained by Shropshire County Council Property Maintenance Group. Any queries concerning the concurrency or interpretation of the data should be referred to Property Maintenance Group, Shropshire County Council

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personal info

Property Number: 0335		Name / Address: Bicton C.E. Primary School Bicton Lane Bicton Shrewsbury Shropshire SY3 8EH Tel : 01743 850212			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
HARVESTING TANK					1	0
Property Number: 0430		Name / Address: Brockton C.E. Primary School Brockton Much Wenlock Shropshire TF13 6JR Tel : 01746 785671			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - TREATMENT PLANT	PST	DAB SEKA 600	15' TUKE & BELL	N/A	12	6
02 - REPORT & SAMPLE	N/A	N/A	N/A	N/A	4	0
Property Number: 0630		Name / Address: Church Preen Primary School Church Preen Church Stretton Shropshire SY6 7LH Tel : 01694/771359			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - TREATMENT PLANT			TUKE & BELL RB	BD-20 SS-30	16	3
02 - GREASE TRAP	N/A	N/A	N/A	N/A	0	9
03 - REPORT & SAMPLE	N/A	N/A	N/A	BD-20 SS-30	4	0

personal info

Property Number: 0670 **Name / Address:** Clee Hill Community Primary School
 Clee Hill
 Ludlow
 Shropshire
 SY8 3JG
 Tel : 01584/890384 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	TUKE BELL RR16	N/A	N/A	12	3

Property Number: 0760 **Name / Address:** Corvedale C.E. Primary School
 Diddlebury
 Craven Arms
 Shropshire
 SY7 9DH
 Tel : 01584 841630 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	2 MONO MD60R3	N/A	N/A	12	3
02 - GREASE TRAP	N/A	N/A	N/A	N/A	0	9

Property Number: 0825 **Name / Address:** Brown Clee C.E. Primary School
 Station Road Ditton Priors
 Bridgnorth
 Shropshire
 WV16 6SS
 Tel : 01746/712652 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMPS	COLL CHAMBER	2x ABS AF-15	N/A	N/A	6	6

personal info

Property Number: 0920		Name / Address: Farlow C.E. Primary School Farlow Cleobury Mortimer Kidderminster, Worcestershire DY14 0RQ Tel : 01746/718661			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GRAVITY SEPTIC TANK	PST	N/A	N/A	N/A	0	4
Property Number: 0970		Name / Address: St Thomas & St Annes C.E. Primary School Hanwood Shrewsbury SY5 8JN Tel : 01743/860400			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
PUMP STATION		SARLIN			12	0
GREASE TRAP	N/A	N/A	N/A	N/A	0	8
SEWAGE PUMP	COLL CHAMBER	CD 40	N/A	N/A	12	4
Property Number: 1080		Name / Address: Hope C.E. Primary School - Academy - wef 01/11/13 Hope Minsterley Shrewsbury SY5 0JB Tel : 01743/891355			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
02 - REPORT & SAMPLE	N/A	N/A	N/A	BD-20 SS-30	2	0
01 - TREATMENT PLANT	PST	GRAVITY	19' TUKE BELL	BD-20 SS-30	12	12

personal info

Property Number: 1170		Name / Address: Kinnerley C.E. (Controlled) Primary School Kinnerley Oswestry Shropshire SY10 8DF Tel : 01691/682289			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	3
SEWAGE PUMPS	COLL CHAMBER	2x MONO MD30R	N/A	N/A	12	6
Property Number: 1210		Name / Address: Longnor C.E. Primary School Frodesley Road Longnor Shrewsbury SY5 7PP Tel : 01743/718493			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMP	COLL CHAMBER	LOWAR DOC7	N/A	N/A	12	0
Property Number: 1220		Name / Address: Lower Heath C.E. (Controlled) Primary School Lower Heath Prees Shropshire SY13 2BT Tel : 01948/840524			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - TREATMENT PLANT	PST	MONO GMM233	TUKE BELL	N/A	12	6
02 - GREASE TRAP	N/A	N/A	N/A	N/A	0	2

personal info

Property Number: 1240		Name / Address: Ludlow Infant School Sandpits Road Ludlow Shropshire SY8 1HG Tel : 01584/872765			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	12
GREASE TRAP - FILTER					0	1
Property Number: 1292		Name / Address: Maesbury Primary School Sewage Plant Maesbury Oswestry Shropshire SY10 8HD Tel : 01691/652850			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
TREATMENT PLANT	COLL CHAMBER	LOWARA SUB	TUKE BELL	N/A	12	4
Property Number: 1370		Name / Address: Moreton Say C.E. (Controlled) Primary School Moreton Say Market Drayton Shropshire TF9 3RS Tel : 01630 638465			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - TREATMENT PLANT	PST	MONO CMM223	TUKE BELL	DISCRIPTIV	12	3
02 - REPORT & SAMPLE	N/A	N/A	N/A	DISCRIPTIV	2	0

personal info

Property Number: 1520 Name / Address: Norbury Primary School Surveyor: [REDACTED]

Norbury
Bishops Castle
Shropshire
SY9 5EA
Tel : 01588 650207

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEPTIC TANK	PST	GRAVITY	Y	N/A	0	9

Property Number: 1630 Name / Address: Pontesbury C.E. Primary School Surveyor: [REDACTED]

Bogey Lane
Pontesbury
Shrewsbury
SY5 0TF
Tel : 01743/790226

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	12

Property Number: 1705 Name / Address: St John The Baptist C.E. Primary School Surveyor: [REDACTED]

Church Street
Ruyton Xi Towns
Shrewsbury
Tel : 01939 260445

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMPS	N/A	2 SVEDALA SUB	N/A	N/A	12	4

personal info

Property Number: 1840		Name / Address: Crowmoor Primary School Crowmere Road Shrewsbury Shropshire SY2 5JJ Tel : 01743 235549			Surveyor: [REDACTED]	
Description GREASE TRAP	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp) 0	No. of Visits(Emptying) 6
Property Number: 1865		Name / Address: Greenfields Primary School Hemsworth Way Ellesmere Road Shrewsbury SY1 2AH Tel : 01743/236397			Surveyor: [REDACTED]	
Description 01 - SEWAGE PUMPS	Collection Tank COLL CHAMBER	Pump 2x ABS SUB	Filter Bed N/A	Consented N/A	No. of Visits(Insp) 12	No. of Visits(Emptying) 4
Property Number: 1940		Name / Address: Meole Brace C.E. Infant School Church Road Meole Brace Shrewsbury SY3 9HG Tel : 01743/233418			Surveyor: [REDACTED]	
Description SEWAGE PUMP	Collection Tank N/A	Pump ROBOT SUB	Filter Bed N/A	Consented N/A	No. of Visits(Insp) 4	No. of Visits(Emptying) 4

personal info

Property Number: 1980		Name / Address: Oxon C.E. Primary School Racecourse Lane Bicton Heath Shrewsbury SY3 5BJ Tel : 01743/351948			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMPS	COLL CHAMBER	2x ABS SYCONTA	N/A	N/A	12	0
Property Number: 2050		Name / Address: Mereside Primary - Formerly Springfield Infant School Mereside Wenlock Road Shrewsbury SY2 6LE Tel : 01743/343916			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMPS	COLL CHAMBER	2x CG 3065	N/A	N/A	12	0
Property Number: 2051		Name / Address: St Giles Pre School Wenlock Road Mereside Shrewsbury Shropshire SY2 6LE			Surveyor:	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMP	COLL CHAMBER	FLYGHY MP 3068	N/A	N/A	6	0

personal info

Property Number: 2060		Name / Address: Sundorne Infant School Comdon Crescent Shrewsbury Shropshire SY1 4LE Tel : 01743 362519			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
2 x Grease Traps					0	12
Property Number: 2075A		Name / Address: The Wilfred Owen School Woodcote Way Shrewsbury Shropshire SY2 5SH Tel : 01743 282360			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
RAINWATER HARVESTING					0	1
Property Number: 2075B		Name / Address: Severndale School Woodcote Way Shrewsbury Shropshire SY2 5SH Tel : 01743 281600			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
02 - GREASE TRAP	N/A	N/A	N/A	N/A	0	4
01 - SEWAGE PUMPS	COLL CHAMBER	2x MONO SUB	N/A	N/A	12	0

personal info

Property Number: 2090		Name / Address: Woodfield Infant School Woodfield Road Copthorne Shrewsbury SY3 8LU Tel : 01743/343812			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMP	COLL CHAMBER	FLYGHY MP3068	N/A	N/A	0	6
Property Number: 2150		Name / Address: Stoke-on-tern Primary School Rosehill Rd Stoke Heath Market Drayton Shropshire TF9 2LF Tel : 01630 638332			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	12
Property Number: 2840		Name / Address: Welshampton C.E. Primary School Stocks Lane Welshampton Ellesmere Shropshire SY12 0PG Tel : 01948 710325			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK	2 PST	GRAVITY	N/A	N/A	0	3

personal info

Property Number: 2940		Name / Address: Whixall C.E. (Controlled) Primary School Whixall Whitchurch Shropshire SY13 2SB Tel : 01948/880330			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - TREATMENT PLANT	COLL CHAMBER	MONO CD40R3	TUKE BELL	BOD-20 SS-3	12	6
02 - GREASE TRAP					12	12
03 - REPORT & SAMPLE	N/A	N/A	N/A	BOD-20 SS-3	4	0
Property Number: 2950		Name / Address: Wistanstow C.E. Primary School Wistanstow Craven Arms Shropshire SY7 8DQ Tel : 01588 673347			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	12
Property Number: 2990		Name / Address: Worthen C.E. Primary School Worthen Shrewsbury SY5 9HT Tel : 01743/891320			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMP	COLL CHAMBER	SUBMERSIBLE	N/A	N/A	12	0

personal info

Property Number: 3070 **Name / Address:** Bog Visitor Centre **Surveyor:** [REDACTED]

Stiperstones
Minsterley
Shropshire
SY5 0NG
Tel : 01743/255053

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK	PST	GRAVITY	Y	N/A	3	3

Property Number: 3120 **Name / Address:** The Community College
Brampton Road
Bishops Castle
Shropshire
SY9 5AY
Tel : 01588/638257 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	2x MONO 31870	N/A	N/A	12	12

Property Number: 3300 **Name / Address:** Ludlow C.E. School
Bromfield Road
Ludlow
Shropshire
SY8 1GJ
Tel : 01584/872691 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
02 - STATION - C3					12	0
01 - SEWAGE PUMPS	COLL CHAMBER	2x ABS SUB	N/A	N/A	0	9

personal info

Property Number: 3480 Name / Address: Mary Webb School & Science College Surveyor: [REDACTED]
 Pontesbury
 Shrewsbury
 SY5 0TG
 Tel : 01743/792100

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	3
GULLY TRAP	GULLY TRAP				0	3

Property Number: 3500 Name / Address: Rhyn Park School and Performance Arts College Surveyor: [REDACTED]
 St Martins
 Oswestry
 Shropshire
 SY10 7BD
 Tel : 01691 776500

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
Grease Trap					0	3

Property Number: 3640 Name / Address: Meole Brace School Science College Surveyor: [REDACTED]
 Longden Road
 Meole Brace
 Shrewsbury
 Shropshire
 SY3 9DW
 Tel : 01743 235961

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
03-GREASE TRAP	N/A	N/A	N/A	N/A	0	20
02-MUSIC BLOCK PUMPS	COLL CHAMBER	FLYGHT SUB	N/A	N/A	12	0
04-No 2 PUMP STATION		SARLIN SUBMER	N/A	N/A Rising M	12	0
01-MAIN SEWAGE PUMPS	COLL CHAMBER	2x MONO MUNCH	N/A	N/A	12	0

personal info

Property Number: 3650		Name / Address: Meole Brace School Science College (Former Caretakers Bungalow) Longden Road Meole Brace Shrewsbury SY3 9DW Tel : 01743/235961			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK	N/A	GRAVITY	N/A	N/A	0	3
Property Number: 3890		Name / Address: Thomas Adams School Lowe Hill Road Wern Shropshire SY4 5UB Tel : 01939 237000			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP	N/A	N/A	N/A	N/A	0	3
Property Number: 3900		Name / Address: Thomas Adams School Noble Street Wern Shropshire SY4 5UB Tel : 01939 237000			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	2 FLYGHT CP308	N/A	N/A	12	0
02 - GREASE TRAP	ROSCOE CENTR	N/A	N/A	N/A	0	12

personal info

Property Number: 3930		Name / Address: Sir John Talbot's Technology College Heath Road Whitchurch Shropshire SY13 2BY Tel : 01948/660600			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	2x VOTEX SUB	N/A	N/A	12	4
Property Number: 3951		Name / Address: Whitchurch Business Park Pumping Station Shakespeare Way Whitchurch Shropshire SY13 1LJ Tel : 01948 666600			Surveyor:	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
PUMPING STATION					0	12
Property Number: 4200		Name / Address: Woodlands School Tilley Green Wem Shropshire SY4 5PJ Tel : 01939 232372			Surveyor: [REDACTED]	
Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
02 - HARVESTING TANK					0	1
01 - TREATMENT PLANT	PST	GRAVITY	TUKE BELL	N/A	12	1

personal info

Property Number: 4630 Name / Address: Ludlow Youth Centre
 Lower Galdeford
 Ludlow
 Shropshire
 SY8 1RT
 Tel : 01584/874723 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
INTERCEPTOR PUMP					12	0
WELL					0	1

Property Number: 4975 Name / Address: The Community College Joint Use - SPARC
 Brampton Road
 Bishops Castle
 Shropshire
 SY9 5AY
 Tel : 01588/630243 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SUBMERSIBLE PUMPS		2 NO TT PUMPS		RISING MAI	12	4

Property Number: 5150 Name / Address: Albrighton Fire Station
 Newport Road
 Albrighton
 Wolverhampton Staffordshire
 WV7 3EW
 Tel : 01743/260200 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEWAGE PUMP STATION	COLL CHAMBER	TT505	N/A	N/A	3	0

personal info

Property Number: 5320 **Name / Address:** Shrewsbury Fire Complex
St Michael's Street
Shrewsbury
SY1 2HJ
Tel : 01743/260200 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
BREATHING APPERATUS	Y	BA SUB	N/A	N/A	2	0
DRILL YARD PITS	DRILL YARD PIT	N/A	N/A	N/A	0	2

Property Number: 5330 **Name / Address:** Telford Stafford Park Central Fire Station
Stafford Park
Telford
TF3 3BW
Tel : 01952/201146 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
3 CATCHMENT PITS	Y	N/A	N/A	N/A	0	2

Property Number: 5350 **Name / Address:** Telford Wellington Fire Station
Haybridge Road
Wellington
Telford
TF1 2NW
Tel : 01952/223777 **Surveyor:** [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
TUKE BELL EJECTOR	COLL CHAMBER	TUKE BELL	N/A	N/A	4	0

personal info

Property Number: 6064 Name / Address: Ellesmere Cremorne Garden Toilets
 Cremorne Gardens Mereside
 Ellesmere
 Shropshire
 SY12 0PA Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK	PST	GRAVITY	N/A	N/A	0	2

Property Number: 6086 Name / Address: Ellesmere Boathouse Restaurant
 Mereside
 Ellesmere
 Shropshire
 SY12 0PA
 Tel : 01691/623828 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP					0	20
PETROL INTERCEPTOR					0	2

Property Number: 6573 Name / Address: Havenbrook
 Cound
 Shrewsbury
 Shropshire
 SY5 6EP
 Tel : 01743 761906 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK					0	4

personal info

Property Number: 6725 Name / Address: Greenacres Rural Unit
 Fenemere Lane
 Baschurch
 Shrewsbury
 Shropshire
 SY4 2JA
 Tel : 01939/291109 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
RBC UNIT					12	4

Property Number: 9210 Name / Address: Cross Houses Gypsy Site
 Acton Burnell Turn
 Cross Houses
 Shrewsbury
 SY5 6JR
 Tel : 01743/252364 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
01 - SEWAGE PUMPS	COLL CHAMBER	2 SUBMERSIBLE	N/A	N/A	12	0

Property Number: 9307 Name / Address: Secret Hills Discovery Centre
 School Road
 Craven Arms
 Shropshire
 SY7 9RS
 Tel : 01588 676000 Surveyor: [REDACTED]

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE SEPERATOR	KITCHEN	N/A	N/A	N/A	0	12

Property Number: 9309 **Name / Address:** Theatre Severn
 Frankwell Quay
 SHREWSBURY
 Shropshire
 SY3 8FT
 Tel : 01743 281282 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
GREASE TRAP					0	12
2 x Interceptors					0	2

Property Number: 9503 **Name / Address:** Battlefield Pumping Station
 Harlescott
 Shrewsbury
 Shropshire **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
PUMPING STATION					0	12

Property Number: 9526 **Name / Address:** Shrewsbury Business Park Pumping Station
 Sitka Drive
 Emstrey
 Shrewsbury
 Shropshire
 SY2 6LG **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
PUMPING STATION					0	12

Property Number: 9788 **Name / Address:** Shropshire Food Enterprise Centre
 Vanguard Way
 Shropshire Food Enterprise Park, Battlefield
 Shrewsbury
 Shropshire
 SY1 3TG
 Tel : 01743 252274 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
12 Grease Trap Units					0	12

Property Number: BDC002 **Name / Address:** Cantern Brook Depot & Offices
 Stanley Lane
 BRIDGNORTH
 WV16 4SF
 Tel : 01746 713165 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
PETROL INTERCEPTOR					0	2

Property Number: BDC074 **Name / Address:** Severn Valley Country Park & Toilets
 Severn Valley Country Park
 ALVELEY
 WV15 6NN
 Tel : 01746 781192 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
Septic Tank					0	52

Property Number: BDC076 **Name / Address:** Highley Mine (Severn Valley Country Park)
 Station Road
 Highley
 Bridgnorth
 Shropshire
 WV16 6NW
 Tel : 01746 781192 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
SEPTIC TANK					0	2

Property Number: NSDC049 **Name / Address:** 6 No. Shop Units
 Cheshire Street
 MARKET DRAYTON
 Shropshire
 TF9 1PH **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
Mono CD - 40 pumps		2 MONO PUMPS		Rising Main	12	1

Property Number: SABC056 **Name / Address:** Weeping Cross Depot

 SHREWSBURY
 Shropshire
 SY5 6HY
 Tel : 01743 257613 **Surveyor:**

Description	Collection Tank	Pump	Filter Bed	Consented	No. of Visits(Insp)	No. of Visits(Emptying)
WASH DOWN HOLD TANK					24	0

Number of Properties: 66 Number of Items: 91

End Of Report



INSTRUCTIONS FOR TENDERING

**IMC 088 – MAINTENANCE OF
SEWAGE PLANT & EQUIPMENT**

Shropshire Council Instructions for tendering

Contract Description:

The contract shall comprise the inspection and servicing of sewage plant equipment at various Shropshire Council maintained properties.

There are approximately 89 sewage plants and grease traps and the type of properties are primary and secondary schools. Therefore consideration must be given to scheduling work around school holiday times. Other types of property include fire stations, libraries, visitor centres, maintenance depots and gypsy sites.

It shall further comprise of a 24 hour 365 days per year emergency breakdown repair service for sewage plant equipment.

The contract will be for an initial period of 12 months renewable annually for a maximum of up to a further 3 years commencing on 1st April 2014.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the maintenance of sewage plant equipment as detailed in the Tender Response Document. The contract/framework will be for an initial period of 12 months commencing on the 1 April 2014 with the option to extend of up to 3 years.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement

2.2 Terms and Conditions

2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 13 November 2013. One hard copy and one CD copy of your Tender Response Document must be returned.**

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

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

acceptable will be final.

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

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

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

5.0 **Variant Bids**

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

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

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

6.0 **Tender Evaluation**

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

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

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: [REDACTED]) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 6 November 2013.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

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

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

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

9.0 Confidentiality

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

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

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

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

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

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

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

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

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

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

15.0 Acceptance

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

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

15.6 The Tenderer shall be prepared to commence the provision of the services on the start date of the contract arrangement being 1 April 2014.

16.0 Payment Terms

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

17.0 Liability of Council

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

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

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

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

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Rates for any work not included in the specification and schedules. Operative for the period 1st April 201

Rates are to include mileage costs

		Total Cost	Weighted Cost (for evaluation p
1	Hourly rate during normal 8 hour day On cost + profit.....%	£ -	£ -
2	Hourly rate during after normal 8 hour day On cost + profit.....%	£ -	£ -
3	Hourly rate for Saturday working On cost + profit.....%	£ -	£ -
4	Hourly rate for Sunday working On cost + profit.....%	£ -	£ -
5	Hourly rate for Bank Holiday working On cost + profit.....%	£ -	£ -
6	Percentage additions on net cost of material to cover profit handling, etc.		
7	Call Out Unit Cost (includes travelling and first hour on site)	£ -	£ -
			Total Weighted Cost £ -
8	Any special conditions applicable to overtime working		

Company Name: _____

Signed:

Name (print):

Date:

l4 to 31st March 2015.

urposes)

PART 2 - PARTICULAR SPECIFICATION

THE ANNUAL MAINTENANCE OF SEWAGE PLANT & EQUIPMENT

CONTENTS

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PARTICULAR SPECIFICATION MAINTENANCE OF SEWAGE PLANT & EQUIPMENT

1.0 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The contract shall comprise the inspection and servicing of sewage plant equipment at various Shropshire Council maintained properties.

1.2 DURATION OF CONTRACT

In the first instance competitive fixed price tenders are being invited to the period 1st April 2014 – 31st March 2015, thereafter the contract may be extended annually for a further three years subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment of the tender sum for the ensuing 12 months.

1.3 SAFETY AND WELFARE OF WORKMAN

The Contractors' attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries; the contractor shall allow in his tender for complying with the clause as necessary on this contract.

1.4 IMPORTANT NOTES

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

The Contractor shall familiarise himself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.

The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of Shropshire Council.

The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site.

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

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

The service work is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager is imperative.

1.5 IDENTITY PASSES

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

1.6 GENERAL HEALTH AND SAFETY

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

The Contractor shall provide suitable first aid facilities on site.

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

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

1.7 LEGISLATION

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1989
- The Control of pollution Act 1990
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- The Fire Precautions (Workplace) (Amendment) Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002
- Control of Noise at Work Regulations 2005
- Working at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2006
- Construction and Design Management Regulations 2007

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

1.8 SPECIFIC HEALTH AND SAFETY

The document "Construction and Building Works at Council Premises/Sites" gives specific guidance to the requirements of Shropshire Council.

1.9 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and submit two copies with the completed tender documents.

General Principle of Risk Assessment

The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work.

1.10 METHOD STATEMENT

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

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

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

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

1.11 INFORMATION TO BE SUBMITTED WITH THE TENDER

The Contractor's tender should include the following information:-

- a generic risk assessment for tasks to be completed
- a method statement for the work to be undertaken
- the company health & safety policy
- address details of office used as the base for any mileage payments
- sample of service report
- completed staff experience forms

1.12 INDEPENDENT SAFEGUARDING AUTHORITY – ISA

When the ISA (Independent Safeguarding Authority) is fully operational the Contractor must ensure that all members of staff are registered through the ISA. Written confirmation must be supplied to the Responsible Officer.

2.0 SCOPE OF SPECIFICATION

2.1 PROGRAMME OF WORK

See the attached specification sheets for the property details, brief description of plant, work and frequency to be carried out. Costs should be provided for civil and engineering works per visit and thereafter total annual cost. All disposal charges are to be included within the costs.

The contractor, where necessary shall give due advance notice to the Head or Manager of each property prior to a service visit or septic tank/collection chamber emptying visit and agree a mutually acceptable date.

It must be noted that not all Heads or Managers of education properties will permit a visit by a tanker during "school hours". Work shall be carried out during the normal working day unless local arrangements are made. However, such arrangements shall not involve the Council in overtime payments.

If when preparing the quotation the contractor requires more information regarding the plant, they shall contact the Contract Administrator for further instructions. The contractor shall have no claim against Shropshire Council as a result of misrepresentation of the works.

If the Contractor fails to request instructions and interprets discrepancies, without prior confirmation from the Contract Administrator, then all such actions and such work shall be liable to rejection by the Contract Administrator, and the whole work re-executed by the contractor at their own expense with no claim against the Council.

Prior to submitting the agreement the Contractor should ascertain all local conditions and restrictions likely to affect the works and to include in the agreement any sums which are deemed necessary. No claims arising from failure to do so will be considered.

Repairs outside the planned maintenance visits for breakdowns, during normal working hours are only to be carried out after obtaining an order number from the premises or the Contract Administrator. Please note that a number of properties may require urgent service outside normal working hours. In such occurrences a retrospective order must be obtained.

'Client' refers to Shropshire Council's Building Services Manager or any person appointed by him to act on his behalf.

'Contractor' refers to the company or organisation contracted to provide the services specified.

'The specification must be read in conjunction with, and may be modified by, other documents comprising the full tender documentation.

Unless otherwise specified the work shall comprise all labour, transport and materials necessary to complete the contract. This includes the provision of access equipment and labour.

3.0 GENERAL REQUIREMENTS

The Contractor shall provide the Client with information to allow the Client to assess the competency of the Contractor and individual personnel carrying out the service work. This shall include as a minimum requirement the names of the specific persons who may carry

out the work and a copy of their ACS certification. It shall also include details of the quality system operated by the Contractor.

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

The Contractor's tender should include a method statement for the work to be undertaken.

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence. The Contractor should make copies of the policies available for approval.

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

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

All hazardous or inflammable materials brought onto site must be notified to the Client in compliance with the 'Control of Substances Hazardous to Health Regulations, 1999'. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

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

The Contractor shall advise the Head of school and college sites that their engineers may be taking photographs of the boiler/burner or miscellaneous gas appliance as necessary, for inclusion with the formal servicing report.

All planned service work referred to in this Specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Client in overtime payments to their own or the Contractor's staff.

The Contractor is expected to exercise politeness, confidentiality and discretion during the course of the maintenance work. Results of the service may only be divulged to the Client's representative and other persons nominated by the Client.

3.1 ACCESS

The Contractor shall make access arrangements 48 hours in advance with the Head or Manager of each property, giving notification that access to the property is required. It is the Contractor's responsibility to supply all access equipment, including ladders, scaffolding and mobile units, and then gain access to all plant & equipment listed in the Equipment Schedules.

3.2 ADDITIONS / DELETIONS OF PROPERTIES

The Client may, during the period of the contract, wish to add or delete properties from the service schedule. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Client.

3.3 ADDITIONS / DELETIONS OF PLANT

The Client may, during the period of the contract, add items of plant to the schedule for maintenance in accordance with the procedures laid down in this Specification. Any such additions shall be in the form of an endorsement at the current contract unit cost.

The Client may, during the period of the contract, delete items of plant from the schedule for maintenance. Any such deletions shall be effected by giving one months notice in writing, without penalty to the Client and be in accordance with the 'Contract Adjustments' clause.

3.4 ON SITE QUANTITIES OF PLANT

The quantity of on site plant may fluctuate between visits, all additional plant found, to be reported to the Contract Administrator, then inspected. If it is apparent that the additional plant is new all problems detected to be reported only, allowing a claim to be made against the installing contractor.

3.5 AUTHORISATION OF WORK

All work to be carried out beyond the scope of the Specification and Service Schedules shall be authorised by the Client before the work is undertaken.

3.6 CONTRACT ADJUSTMENTS

For the purpose of additions and deletions, the total contract sum shall be adjusted by negotiations.

3.7 CONSUMABLES

The Contract shall be deemed to be inclusive of all lubricants, gaskets, washers, shear pins, nuts, bolts, jointing materials, lubricating spray e.g. WD40, or similar and leak detection spray/fluids within the contract charge.

3.8 COSTS

The cost of providing the service shall be on a cost per property basis and will be fixed for the first 12 months of the contract. For subsequent years, annual increases only will be considered, and any annual increase imposed on the anniversary of the commencement of the contract must not exceed the percentage increase in the RPI index during the preceding 12 months (December to December). However, in any event, the Client reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

3.9 DELEGATION

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless he has obtained the written permission of the Client.

Where permitted delegation shall only be to another contractor on the Client's approved list and may only be on a short term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

3.10 ELECTRICAL WORK

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a competent tradesmen in a manner to comply with B.S. 7671 Requirements for electrical installations – IEE wiring regulations 2002 seventeenth edition, as amended to date.

3.11 EQUIPMENT SCHEDULE

The Client has included in the tender documents a schedule giving details of properties and previous maintenance dates.

The schedules for the forthcoming year will be submitted to the Contractor prior to 31st March each year. The Contractor shall amend his records and programme of service visits in accordance with the submitted schedules and any subsequent additions or deletions, as authorised by the Client.

See the attached sheets for the description of property location, brief description of plant, work and frequency to be carried out.

The service routines outlined in this document should be read in conjunction with the manufacturer's service documents and are intended to complement them. In no circumstances should they replace manufacturer's instructions to the detriment of the equipment, or the safety of the premise.

Inspection of plant, overall condition, correct system performance and plant functions at high and low levels, to ensure controlled integration is being obtained. Provide any recommendations, comments and report any defects, whether the defect has been corrected or the process necessary to correct the defect.

Advise on remedial action required to comply with the Environment Agency recommendations and standards.

3.12 HAZARDOUS SITUATIONS

Should a hazardous situation to the buildings' occupants become apparent, the appropriate service should be isolated and the situation drawn immediately to the Clients attention.

3.13 INSPECTION OF WORK

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the work has been completed in accordance with the manufacturers and Client service requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault.

3.14 LIABILITY FOR ACCIDENTS & DAMAGE

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence, but the liability of the Contractor in respect of such damage shall be limited to a maximum of five million pounds in any one event.

3.15 MAINTENANCE OF EXISTING SERVICES

The Contractor shall maintain all drains, water, gas & oil pipelines and electrical mains which may be met with during the progress of the works and make good any damage.

3.16 SITE PROTECTION

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and the protection of the public. The Contractor shall also erect and maintain any necessary temporary fences and remove on completion. The Contractor shall prevent trespass by his workmen and those of Sub-Contractors or Suppliers upon adjoining lands or premises and will be held responsible for all damage caused by such trespass.

3.17 PAYMENT

Payment will be made monthly following the submission of an individual invoice for each property, complete with all relevant service reports clearly showing the total number of systems and cost elements also the property number must be stated on all documentation.

The contract fee will be paid in arrears, on proof of completion of each service, together with copies of invoices for any parts supplied.

Service invoices are to be submitted to the Contract Administrator within 14 days of the service, together with the service reports (completed as specified above). Invoices shall provide customer details, the property details (including property number), official order number, work carried out, service cost and materials used, suppliers' invoices or manufacturers'/merchants' published price lists, with proof of discount.

Breakdown/Repair invoices shall be submitted separately; however they shall provide details as above.

The unit cost will be fixed for the first 12 months of the contract. For subsequent years, annual increases only will be considered, and any annual increase imposed on the anniversary of the commencement of the contract must not exceed the percentage increase in the RPI index during the preceding 12 months (December to December).

However, in any event, Shropshire Council reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

3.18 SPARE PARTS AND RENEWALS

The Contractor shall supply and fit all spare parts as required as required up to the financial limit of £250 per property, with the permission of the site representative. For remedial work over the financial limit a quotation must be completed for the whole repair work and forwarded to the appropriate Property Services Mechanical Surveyor. If the works are required as a matter of urgency the quotation shall be forwarded as soon as possible. If the quotation is approved a separate official order number will be issued.

Fitting replacement parts shall be carried out as far as possible during service visits. Service engineers' vans must carry adequate stocks of spare parts to ensure down time are kept to a minimum.

The Contractor shall use only genuine manufacturers' spares except where otherwise directed.

The Contractor may be required to partially dismantle and re-assemble items of equipment upon request as far as is reasonable and practical. This will be to demonstrate the nature of the servicing work carried out and that the work has been carried out in accordance with the manufacturers and Shropshire Council service requirements. This may include making

available any faulty items or items replaced for inspection, indicating the nature of the fault etc. The Contract Administrator or any person appointed by him to act on his behalf will carry out these inspections.

3.19 RECALLS

Return service visits within 28 days necessitated in the judgement of the Client by earlier servicing works shall be at the Contractor's expense.

3.20 SERVICE ROUTINES

The service routines outlined in this specification shall be read in conjunction with the manufacturer's service documents and are intended to complement them. In no circumstances should they replace manufacturer's instructions to the detriment of the plant or safety of the premises.

3.21 SITE PROTECTION

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

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

3.22 TRANSPORT

The contract shall be deemed to include all transport cost for work persons performing work within the service contract, but excluding that performed as a result of breakdown call-outs.

3.23 TOOLS, PLANT ETC.

Provide all materials, labour, cartage, carriage, freightage, and packing, hoisting tackle, plant and machinery of all descriptions for the due execution of the works. Provide, erect and maintain good and sufficient staging, scaffolding and ladders.

4.0 SERVICE PROGRAMME

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

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

5.0 SERVICE REPORTS

A report on each visit to each plant describing the condition of the unit shall be submitted on a form similar to the following, per property per visit and supplied by the Contractor.

Failure to provide service reports with this information may result in delays in payment of invoices.

A copy of such reports shall be returned to this office within 14 days of the service visit.

COMPANY HEADING

**ANNUAL MAINTENANCE OF SEWAGE EQUIPMENT AT VARIOUS
SHROPSHIRE COUNCIL MAINTAINED PROPERTIES**

SERVICE REPORT

Property Number	
Property Address:	
Date of visit(s):	
Plant description, model, serial no. :	
Consent discharge:	
Work carried out:	
Details of defects found and rectified:	
Details of defects found, not rectified & estimate of cost:	
Comments:	
Engineer signature:	Date:
Client signature:	Date:

5.1 – EFFLUENT QUALITY SITE TEST RESULT SUMMARY REPORT

A report should be provided for the sites stated that require 'report and sample'. This report should clearly state the following:

- Property name and address
- Property number
- Date inspected
- Time
- Weather condition
- Determinants – including BOD¹, SS², NH₃³, pH
- Observations
- Summary

6.0 CALL OUTS & EMERGENCY REPAIRS

The contractor must be able to respond to instructions to attend an emergency breakdown by attending site within **twenty four hours** from receiving a call from the Contract Administrator or a person designated to act on their behalf.

The charges for this emergency breakdown i.e. labour rates; material and travelling etc. should be provided on the attached sheet and will be in addition to the service cost.

Details of the company operatives or on call contact numbers for emergency call outs in and out of normal working hours shall be provided to the Contract Administrator at the commencement of the contract. These details shall be updated following revisions.

Repairs outside the planned maintenance visits for breakdowns, during normal working hours are only to be carried out after obtaining an official order number from the premises or the Contract Administrator. Please note that urgent service outside normal working hours may be required. In such occurrences a retrospective order must be obtained.

For breakdowns reported during normal working hours the Contractor will be issued verbally with an order number, followed by an official order, sent via email, within a few days.

For breakdowns reported outside normal working hours the Contractor shall obtain an order number from the Client on the next working day.

The charges and rates for breakdowns and emergency breakdowns i.e. labour rates, materials and travelling rates, together with any special conditions, shall be indicated on the tender form for work not included in the Specification and Schedules. Where the Client considers the charges and special conditions excessive the whole tender may be disqualified.

The Contractor shall provide details of operatives 'on-call' for the out of normal hours breakdown service. Details which shall include names & contact numbers shall be available at the commencement of the contract. These details shall be updated to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each annual extension of the Contract and prior to times of public holidays e.g. Easter, Christmas etc.

The Contractor shall report to the person in charge of the premises if they are unable to complete a repair and inform that person the course of action they are taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

Random checks of replaced parts may be carried out by the Client. The Contractor shall reimburse the Client for any parts that have been changed and subsequently are found to be in working order.

6.1 QUOTATIONS FOLLOWING SERVICE REPORT

All major repair work shown in the service report that is within the capability of the Contractor is to be detailed in a separate quotation, for consideration by the Contract Administrator.

SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

**MAINTENANCE OF SEWAGE PLANT AND EQUIPMENT DURING PERIOD
1st APRIL 2014 TO 31st MARCH 2015 WITH REVIEWS AND EXTENSIONS
UNTIL 31st MARCH 2018**

Rates for any work not included in the specification and schedules. Operative for the period 1st April 2014 to 31st March 2015

Hourly rate during normal 8 hour day
On cost + profit.....%
Total Cost £ _____

Hourly rate after normal 8 hour day
Monday to Friday
On cost + profit.....%
Total Cost £ _____

Hourly rate for Saturday working
On cost + profit.....%
Total Cost £ _____

Hourly rate for Sunday working
On cost + profit.....%
Total Cost £ _____

Hourly rate for Bank Holiday working
On cost + profit.....%
Total Cost £ _____

Percentage additions on net cost of material to cover profit handling, etc. _____%

Call Out Unit Cost £ _____

Any special conditions applicable to overtime working

Note: mileage to be included in above costs

Company Name:

Signed:

Name:
(please print)

Date:

PLEASE RETURN COMPLETED FORM WITH TENDER DOCUMENTS



Tender Response Document

**IMC 088 – MAINTENANCE OF
SEWAGE PLANT & EQUIPMENT**

Name of TENDERING
ORGANISATION
(please insert)

Chris Breeze Ltd.

Shropshire Council Tender Response Document

Contract Description:

The contract shall comprise the inspection and servicing of sewage plant equipment at various Shropshire Council maintained properties.

There are approximately 89 sewage plants and grease traps and the type of properties are primary and secondary schools. Therefore consideration must be given to scheduling work around school holiday times. Other types of property include fire stations, libraries, visitor centres, maintenance depots and gypsy sites.

It shall further comprise of a 24 hour 365 days per year emergency breakdown repair service for sewage plant equipment.

The contract will be for an initial period of 12 months renewable annually for a maximum of up to 3 years commencing on 1st April 2014.

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: [REDACTED] on 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
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A2	Non-Canvassing Certificate	7

A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

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 questions 1.1 & 1.2 are mandatory requirements
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities question 1.2 & 1.3 are mandatory requirements
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level (mandatory requirement to hold at least one of the list)
Section H / Q 2.1	24 hour / 365 day Service (mandatory requirement)

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.

There are also the following mandatory pass/fail requirements which if failed will lead to an applicant being automatically rejected:-

- Section C 1.1 & 1.2 The holding of required insurance**
- Section E 1.2 The holding of required SSIP Membership or any other relevant Health & Safety Accreditations**
- Section G 1.1 The holding of at least one of the qualifications**
- Section H 2.1 24 hours a day / 365 days a year cover**

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (200 marks)		
Section B / Q 1	Maintenance Cost	70% / 140 max marks
Section B / Q 2	Rates not included in spec and schedules	30% / 160 max marks
Total for price		40% / 200 max marks
Quality 60% (300 marks)		
Section G / Q 1.2	Quality Assurance	8% / 20 max marks
Section H / Q 2.2	Risk Assessment	16% / 50 max marks
Section H / Q 2.3	Service Report	16% / 50 max marks
Section H / Q 2.4	Methodology	44% / 130 max marks
Section H / Q 2.5	Sample Service Report	16% / 50 max marks
Total for quality		60% / 300 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
-------------------	-------------	-----------------------

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

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

The tender receiving the highest mark for quality will receive the full 300 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that quality.

Price Evaluation and scoring

The annual contract price will be evaluated using the rates tendered in Section H. This is split into two parts.

Part 1 Section H Q 1.1.

Maintenance rates (Tab 1 in Appendix A) is worth 70% of total price. The total 'Property Total' will be used as an evaluation rate. The most competitively priced tender will receive

the maximum mark for the maintenance rates section being **140**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Part 2 Section H Q 1.2.

Off specification rates i.e. for repairs and call outs (Tab 1 in Appendix A) is worth 30% of price, maximum 60 marks.

The following volumes will be used for the following rates to arrive at a weighted rate (please note that this is not indicative of future work volumes).

1. Hourly Rate during normal 8 hour day x 4
2. Hourly Rate after normal 8 hour day x 1
3. Hourly Rate for Saturday x 1
4. Hourly Rate for Sunday x 1
5. Hourly Rate for Bank Holiday x 1
7. Call Out Unit Cost x 50

The weighted rates for questions 1,2,3,4,5,7 will be added together and the most competitively priced tender will be awarded 55 max marks. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

6. Percentage additions on net cost of material to cover profit handling, etc. – will be evaluated as follows:

≤10% will be awarded 5 marks, ≤15% will be awarded 3 marks, ≤20% will be awarded 2 marks, >20% will be awarded 1 mark

The weighted marks for 1-7 and 6 will then be added together to reach a final mark for Part 2 Section H Q 1.2

A final evaluation price (maximum marks 200) will be arrived at by adding the total marks awarded for Part 1 and Part 2.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the maintenance of sewage plant and equipment

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 maintenance of sewage plant and equipment services 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.

Signe  Name..... 

Date**06/11/2013**.....

Designation 

Company.....**Chris Breeze Ltd.**.....

Address**The Conifers, Sytch Lane**.....

.....**Waters Upton, Telford**.....

..... Post Code**TF6 6NT**.....

Tel No**01952 541597**..... Fax No**01952 541083**.....

E-mail address**chris.breeze@btconnect.com**.....

Web address**www.chrisbreezeltd.co.uk**.....

Section A:
2. Non-Canvassing Certificate

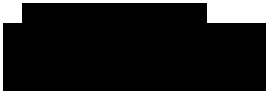
Non-Canvassing Certificate

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 ...**Chris Breeze Ltd.**.....)

Date**06/11/2013**.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

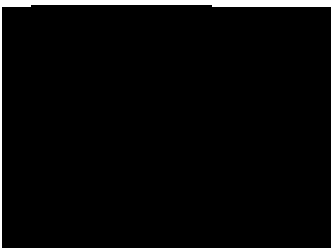

To: Shropshire Council (hereinafter called "the Council")

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 ... **Chris Breeze Ltd**.....)

Date**06/11/2013**.....

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?


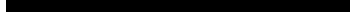
~~Yes~~ / No

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 ... Chris Breeze Ltd)			
Date 06/11/2013		

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Chris Breeze Ltd. Address: The Conifers Sytch Lane Waters Upton Telford Postcode: TF6 6NT Tel: 01952 541597 Email: chris.breeze@btconnect.com	
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: The Conifers Sytch Lane Waters Upton Telford Postcode: TF6 6NT Tel: 01952 541597 Email: chris.breeze@btconnect.com	
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 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>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: 08/10/2002	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/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>	

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 (this is a mandatory requirement)	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 [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p style="text-align: center;">.....None.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	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 [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p style="text-align: center;">.....None.....</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 2 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 2 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="292 768 1396 1133"> <thead> <tr> <th colspan="3" data-bbox="292 768 1225 864"><u>Company</u></th> <th data-bbox="1225 768 1396 864">Accounts Enclosed</th> </tr> <tr> <th data-bbox="292 864 437 960"><u>Year</u></th> <th data-bbox="437 864 852 960"><u>Turnover</u></th> <th data-bbox="852 864 1225 960"><u>Profit(Loss)</u></th> <th data-bbox="1225 864 1396 960"></th> </tr> </thead> <tbody> <tr> <td data-bbox="292 960 437 1025">2011/12</td> <td data-bbox="437 960 852 1025">£ [REDACTED]</td> <td data-bbox="852 960 1225 1025">£ [REDACTED]</td> <td data-bbox="1225 960 1396 1025">YES/NO</td> </tr> <tr> <td data-bbox="292 1025 437 1133">2012/13</td> <td data-bbox="437 1025 852 1133">£ [REDACTED]</td> <td data-bbox="852 1025 1225 1133">£ [REDACTED]</td> <td data-bbox="1225 1025 1396 1133">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>		2011/12	£ [REDACTED]	£ [REDACTED]	YES/NO	2012/13	£ [REDACTED]	£ [REDACTED]	YES/NO
<u>Company</u>			Accounts Enclosed														
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>															
2011/12	£ [REDACTED]	£ [REDACTED]	YES/NO														
2012/13	£ [REDACTED]	£ [REDACTED]	YES/NO														
2.2	<p>Please show below your company’s turnover in the provision of maintenance of sewage plant and equipment in the last two financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1491 1289 1839"> <thead> <tr> <th data-bbox="395 1491 542 1601"><u>Year</u></th> <th data-bbox="542 1491 1289 1601">Turnover in relation to maintenance of sewage plant and equipment</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1601 542 1711">2011/12</td> <td data-bbox="542 1601 1289 1711">£ [REDACTED]</td> </tr> <tr> <td data-bbox="395 1711 542 1839">2012/13</td> <td data-bbox="542 1711 1289 1839">£ [REDACTED]</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 maintenance of sewage plant and equipment	2011/12	£ [REDACTED]	2012/13	£ [REDACTED]										
<u>Year</u>	Turnover in relation to maintenance of sewage plant and equipment																
2011/12	£ [REDACTED]																
2012/13	£ [REDACTED]																

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. 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 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/NO
1.2	<p>Do you currently hold any external health and safety accreditations, or are a registered member of the SSIP Forum Membership (Safety Schemes in Procurement)? (please see www.ssip.org.uk)</p> <p>This is a Mandatory Requirement</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: CHAS & Constructionline</p> <p>Reference No: XXXXXXXXXX</p> <p>Date accreditation expires or is to be renewed: 29th October 2014 & January 2014</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	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	<p>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.)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.8	Do you have a health and safety training programme for employees?	YES/ NO
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

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="432 257 1015 456"> <thead> <tr> <th colspan="2" data-bbox="823 257 951 291" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 291 823 371">No. of accidents reported under RIDDOR last year</td> <td data-bbox="823 291 1015 371" style="text-align: center;">0</td> </tr> <tr> <td data-bbox="432 371 823 456">No. of accidents reported under RIDDOR this year</td> <td data-bbox="823 371 1015 456" style="text-align: center;">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 30px; margin-top: 10px;"></div>	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> <div style="background-color: black; width: 100%; height: 20px; margin-top: 20px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div>							

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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></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	<p>Enclosed</p> <p>YES/NO</p>

<p>2.2</p>	<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 Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; • Advance equality of opportunity between those who share protected characteristics and those who do not; • Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] 	
<p>2.3</p>	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>	<p>YES/NO</p>
<p>2.4</p>	<p>If YES to 2.3, please give details.</p>	
<p>2.5</p>	<p>In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?</p>	<p>YES/NO</p>
<p>2.6</p>	<p>If YES to 2.5, please give details.</p>	
<p>2.7</p>	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you 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 and career progression?</p> <p>Please provide evidence of the above.</p>	

2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES/NO
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">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 & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	Drainage Services	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	The Maintenance of Sewage Plants and Equipment	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	The Maintenance of Sewage Plants and Equipment	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	The Maintenance of Sewage Plants and Equipment	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	The Maintenance of Sewage Plants and Equipment and Drainage Services	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	The Maintenance of Sewage Plants and Equipment and Drainage Services	[REDACTED]
7					
8					
9					
10					

<p>2.</p>	
<p>2.1</p>	<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> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>2.2</p>	<p>How many years has your company been providing maintenance of sewage plant and equipment?</p> <p>.....[REDACTED]..... years</p>
<p>2.3</p>	<p>Total number of employees: _____ [REDACTED]</p>
<p>2.4</p>	<p>Total number of employees engaged solely in the provision of maintenance of sewage plant and equipment?</p> <p>_____ [REDACTED]</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.</p> <p>It is an essential requirement that your organisation / individuals employed on this contract hold <u>one or more</u> of the following Water Industry Specific Qualifications:</p> <ul style="list-style-type: none"> • Btec Diploma in Public Health Engineering • NVQ2 in Waste Water Treatment • City & Guilds • Waste Water & Sludge Treatment NVQ Assessors • Managing Health & Safety • Environment Agency Contractor Status • Sewage treatment advisory management qualification <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
	[REDACTED]	[REDACTED]	[REDACTED]	N/A N/A N/A N/A N/A
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO 9001 and ISO 14000 or EU Equivalent.</p> <p>You will receive 10 marks for holding ISO 9001 and 10 marks for holding ISO 14001 (5 marks will be awarded per ISO if you can demonstrate that are working towards these standards and 3 marks per ISO for detailing your own in-house system)</p> <p>Max Marks: 20</p>			

	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	None				
					
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES /NO
	Please provide copies of the relevant Qualification Certificates. 				Enclosed YES/ NO

Section H: Tender Schedule

1. Pricing Schedule		
1.1	Please complete Appendix A Tab 1 and return with your tender documents. Please note you only need to insert rates in the yellow coloured cells.	Max Marks: 140
1.2	Please complete Appendix A Tab 2 and return with your tender docs. Please note you only need to insert rates in the yellow coloured cells.	Max Marks: 60

2. Tender Specification Response		
2.1	<p>Please confirm that you can provide 24 hour / 365 day per year emergency repair services, with a maximum response time to attend a site once notified of 4 hours.</p> <p>Note that this is a mandatory requirement.</p> <p>If yes, please state below how this cover will be resourced and organised. Include names, telephone numbers (mobile and fixed) of all individuals to be used.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>	PASS/ FAIL

2.2	<p>In order to show how you will deliver the required services to the Council, please provide an example of a real project risk assessment, completed by your Company for the maintenance of sewage plant and equipment services</p> <p>Please tick here to confirm that a risk assessment is enclosed <input checked="" type="checkbox"/></p>	<p>Max Marks: 50 Weight: 56</p>
2.3	<p>In order to show how you will deliver the required services to the Council, please provide an example of a real project service report, completed by your Company for the maintenance of sewage plant and equipment services</p> <p>Please tick here to confirm that a report is attached <input checked="" type="checkbox"/></p>	<p>Max Marks: 50 Weight: 5</p>



personal & commercial info

Chris Breeze Ltd
The Conifers
Sytych Lane
Waters Upton
Telford
TF6 6NT



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: as per email

IMC 088 – MAINTENANCE OF SEWAGE PLANT & EQUIPMENT

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, Shropshire Council proposes to accept your offer of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 06 January 2014.

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 60% and price for 40% of the total marks.

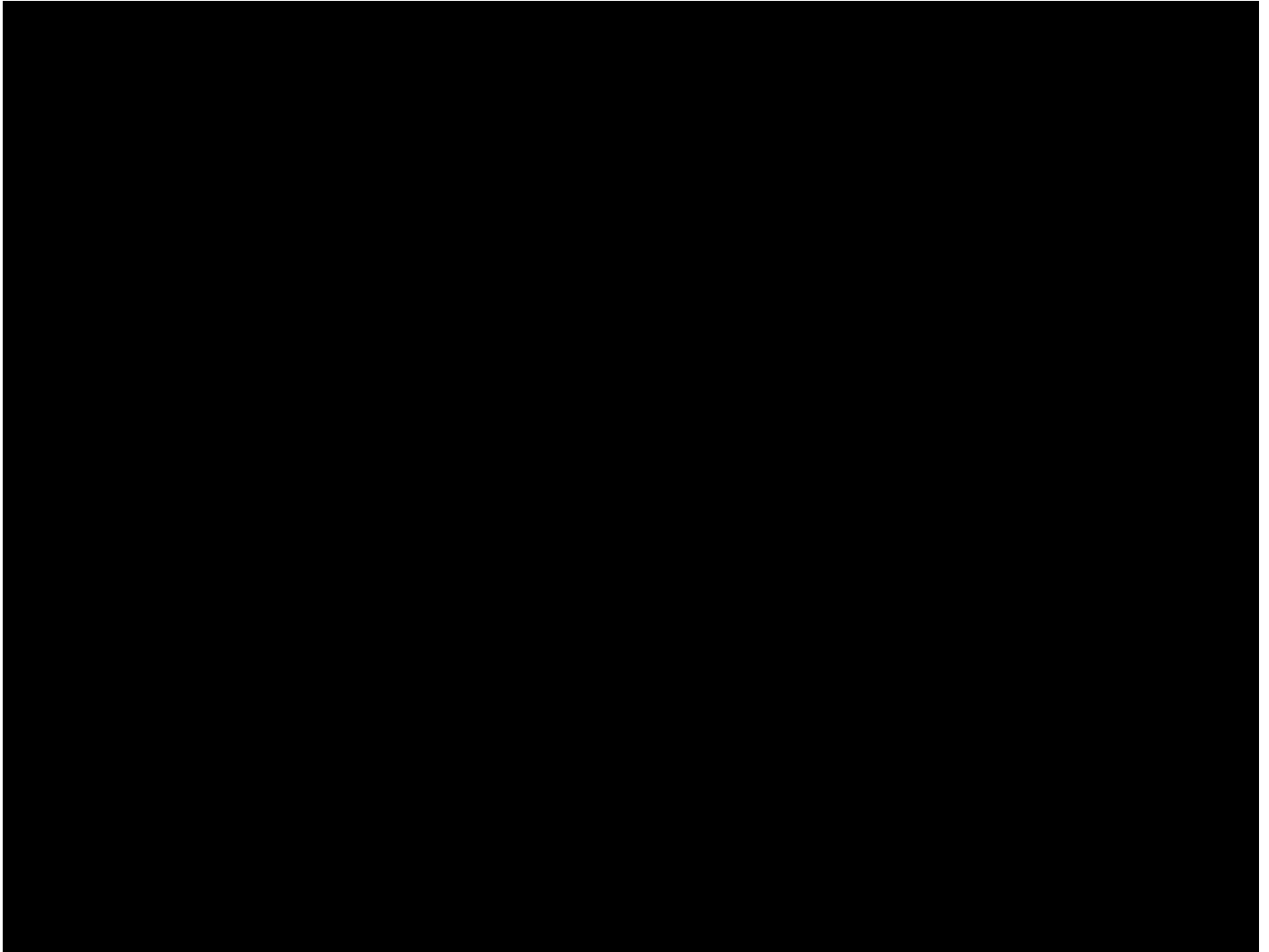
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 11 tenders received)
Price (out of 200 marks)	██████████	██
Quality (out of 300 marks)	██████████	██
Overall	██████████	██



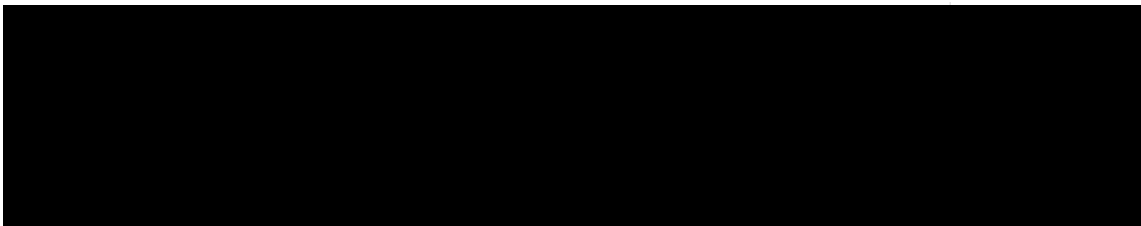
personal & commercial info

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



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

Yours faithfully



Shropshire Council

Shropshire Council

