

GB-Shrewsbury: IOC 165 - Intruder Alarm Maintenance & Remote Monitoring

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Competitive Contract Notice

1. Title: GB-Shrewsbury: IOC 165 - Intruder Alarm Maintenance & Remote Monitoring
2. Awarding Authority:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk
Contact: Procurement, Attn: [REDACTED]
3. Contract Type: Services
Sub Type: Maintenance and repair services.

4. Description: Alarm-monitoring services. The work consists of the maintenance and remote monitoring of intruder alarm systems within various Shropshire Council premises.

Membership with SSIP (Safety Schemes in Procurement), National Security Inspectorate Gold (NSI) along with DBS checks are all essential requirements for this contract. Please see General Conditions section 1.16 Essential Membership/Requirements for further details.

The contract will be for an initial period of 12 months with an option to extend for up to a further 3 years. The contract is due to commence on 1st April 2016

5. CPV Codes:
79711000 - Alarm-monitoring services.

6. NUTS Codes :
UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: IOC 165

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 20/11/2015 12:00:00

11. Address to which they must be sent:

Shropshire Council

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

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

Contact: Procurement, Attn: Nigel Denton

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement. The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

Please note completed tenders must be returned by 12 noon on 20 November 2015.

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

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-IOC-165---Intruder-Alarm-Maintenance-%26-Remote-Monitoring/3VH2U38DQP>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/3VH2U38DQP>

TKR-20151016-PRO-7199677

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 01/04/2016

Period of Work End date: 31/03/2020

Is this a Framework Agreement?: no

Procurement & Contracts

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Date 16 October 2015

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

IOC 165 - INTRUDER ALARM MAINTENANCE & REMOTE MONITORING

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

1. Tender Specification
2. Tender Response Document (for completion and return)
3. Tender Pricing Sheet (Appendix to Specification) (for completion and return)
4. Tender Property Schedule (Appendix to Specification) (for information)
5. Tender Pricing Evaluation methodology (Appendix to Specification) (for information)
6. Instructions for Tendering (for completion and return)
7. Shropshire Council General Terms and Conditions

Tenders should be made on the enclosed Tender Response Document and Pricing Sheet. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 20 November 2015** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.**

- **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

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

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular 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 service is equivalent to the named types.

Freedom of Information

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

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

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 13 November 2015.

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 through at email: procurement@shropshire.gov.uk.

Yours faithfully

personal info



Procurement Manager
Procurement & Contracts
Enc

SHROPSHIRE COUNCIL

FACILITIES MANAGEMENT TEAM

INTRUDER ALARM

**MAINTENANCE & REMOTE
MONITORING SPECIFICATION**

*Prepared by:
Shropshire Council
Facilities Management Team
Commercial Services
September 2015*

INTRUDER ALARM

MAINTENANCE & REMOTE MONITORING SPECIFICATION

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INTRUDER ALARM SPECIFICATION

1.0 GENERAL CONDITIONS

1.1 SCOPE OF CONTRACT

It is Shropshire Council's intention to award this contract to one contractor. The successful contractor shall provide a 24 hour seven day per week emergency service for the duration of this contract. The contract shall comprise the maintenance and remote monitoring of intruder alarm systems, inclusive of Police response panic alarms where fitted, within various Shropshire Council premises. The requirements contained in BS 4737 (British Standard for Intruder Alarm Systems in Buildings) must be adhered to.

Contractors should also adhere to the latest revisions of the following standards as appropriate:

- PD6662:2010 – Scheme for the application of European standards for intrusion and hold-up alarm systems
- BS8243:2010 – Installation and configuration of intruder and hold-up alarm systems designed to generate confirmed alarm conditions
- BS EN 50131 and associated standards – Alarm systems
- DD CLC/TS 50131-7:2010 – Alarm systems
- DD263: 2010 – Intruder and hold-up alarm systems – Commissioning, maintenance and remote support
- BS5979 (CAT II) – Alarm Receiving Centres

1.1.1 INSTALLATION/REPLACEMENTS

Any new installations/replacements **must** be open protocol, must comply with the relevant current British Standards or EU equivalent and all aspects fully owned by Shropshire Council.

This to include all elements of the intruder alarm system and Police response panic alarms where fitted.

1.2 DURATION OF CONTRACT

In the first instance competitive tenders are being invited for the period 1st April 2016 - 31st March 2017, thereafter the contract may be extended annually for a further three years subject to satisfactory performance during the contract year.

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.

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

1.3 SAFETY AND WELFARE OF WORKMAN

The Contractor's attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries and shall allow in his tender for the complying with the regulations stated in this contract.

1.4 IMPORTANT NOTES

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

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 sites 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.

Skips will only be permitted on site after consultations with the Contract Administrator and/or the Premise Management.

The Contractor shall provide suitable first aid facilities on site.

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

The Contractor shall provide his own toilet facilities to be located within the compound area, suitably 'plumbed in' to adequate services with the manhole securely boarded over. 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:

The Health and Safety at Work	Act 1974
Fire Precautions	Act 1971
Management of Health & Safety at Work	Regulations 1999
Construction and Design Management	Regulations 1994
Construction (Health Safety and Welfare)	Regulations 1996
Lifting Operations & Lifting Equipment	Regulations 1998
Personal Protective Equipment at Work	Regulations 1992
Construction (Head Protection)	Regulations 1989
Health and Safety (First Aid)	Regulations 1981
Control of Substances Hazardous to Health	Regulations 1999
Electricity at Work	Regulations 1989
The Fire Precautions (Workplace) (Amendment)	Regulations 1999
Reporting of Injuries, Diseases & Dangerous Occurrences	Regulations 1995
Manual Handling Operations	Regulations 1992
Provision & Use of Work Equipment	Regulations 1998
Noise at Work	Regulations 1989

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 attach one copy to the completed tender documents when returning.

General Principle of Risk Assessment

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

1.10 METHOD STATEMENT

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

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

- a) demolition
- b) steel erection
- c) entry into confined spaces
- d) handling and removal of asbestos
- e) use of explosives (including cartridge tools)
- f) roof works and other overhead work
- g) contaminated 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 SPECIAL TERMS & CONDITIONS

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

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

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

1.12 DATA PROTECTION

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

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.
- The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

1.13 BUSINESS CONTINUITY

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

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

It is the Council's view that TUPE may apply to this contract in respect of those employees of the service provider for the current intruder alarm contracts. However it is the responsibility of the tendering contractor to consider whether or not TUPE applies in this instance and seek all necessary legal advice. The tendering contractor shall make all necessary allowances and include for financial implications within their tender for TUPE.

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

1.15 ESSENTIAL/DESIRABLE MEMBERSHIP

The Contractor must be a member of National Security Inspectorate (NSI) for the duration of the contract to NSI Gold standard which incorporates quality management system as this demonstrates that the successful contractor is capable of effectively managing this contract along with providing the greatest value across the industry.

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

It is desirable that the successful contractor is NICEIC, ECA or SAFed approved as this would ensure that any electrical works undertaken by the contractor would be certificated to current standards therefore eliminating the need to use sub-contractors.

1.16 PERSONNEL

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

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

2.0 GENERAL REQUIREMENTS

2.1 PROGRAMME OF WORK

The programme shall comprise of one/two maintenance visit(s) to each intruder alarm a property schedule will be given to the successful contractor.

- Two maintenance visits will be required for all systems that are on police response in line with The National Police Chief's Council (NPCC) policy. Should the police response be withdrawn maintenance is to continue until level 1 response has been re-instated

- One maintenance visit will be required for bells only systems and central station monitored systems that are purely key holder response.

The maintenance shall be based on a basic maintenance plan and not fully comprehensive unless otherwise dictated by the Contract Administrator.

The arrangements for inspection and test shall be made in advance with the Manager of each property, giving notification that you will require access to the intruder alarm system.

All work referred to in this specification shall be carried out during the normal working day unless local arrangements are made. However, should it be a requirement of the property for out of hours maintenance visits due to the nature of the property such local arrangements shall not involve the Council in overtime payments to their own or Contractor's staff.

The successful Contractor needs to provide a manned central station for the remote monitoring service 24/7 365 days per year on intruder alarm systems for Shropshire Council properties relevant to this contract. Remote monitoring shall be via either a Digital Communicator, DualCom DigiAir or BT Redcare/GSM signalling system. The Alarm Receiving Centre should be accredited to National Security Inspectorate (NSI) Gold and should filter for false activations however confirmed activations should be directed to the police or Shropshire Council's Security Guarding contractor as directed. The successful Contractor must also comply with the National Security Inspectorate (NSI) for Management of False Alarms BS 8473:2006+ Amendment 1:2008 to ensure that false alarm activations are kept to a minimum.

In the event of police response being withdrawn the contract administrator will advise the contractor whether this should be reinstated. If a contractor automatically continues with this without prior approval from the Contract Administrator this will be at the contractor's own expense.

With sequential/confirmation intruder alarm systems key holders are not to be alerted to unconfirmed activations unless otherwise directed by the Contract Administrator.

2.2 STATUTORY REGULATIONS

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

2.3 NATIONAL SECURITY INSPECTORATE (NSI)

The successful contractor must be a member of The National Security Inspectorate (NSI) Gold Standard for Security Systems and all works stated in this tender must comply with NSI Security Approved standards or EU equivalent for the duration of this contract.

All works stated in this tender must comply with the associated Technical Standards (British Standards or EU equivalent) Codes of Practices and Quality Management systems for the duration of this contract.

2.4 SCHEDULE OF MAINTENANCE

A property schedule giving details of intruder alarm equipment is included in the tender documents. Please see Appendix D

2.5 EXISTING INTRUDER ALARM SYSTEMS

The Contractor will be required to carry out basic maintenance on each intruder alarm system to ensure that these units are operating fully.

Maintenance of each intruder alarm must comply with the current British Standards and Codes of Practice. It is the Contractor's responsibility to ensure that current British Standards and Codes of Practices are adhered to.

Where the existing intruder alarm system is Redcare/GSM the Contractor will be required to change these during the contract period to either Dual-Com or Digi Air in liaison with the Contract Administrator. Authorisation from the Contract Administrator must be obtained prior to the change who will then instruct the successful contractor when to replace each system. Please note that payment will not be made to the contractor if a system has been changed without the prior approval of the Contract Administrator. This replacement must be carried out at the rates submitted within this tender and in accordance with 1.1.1 above.

2.5 UNIT COSTS

The unit cost to maintain and monitor the intruder alarm shall be indicated on page 16 and will remain valid in line with 1.2 above.

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

Repair/breakdown/emergency call outs within office hours will be charged at the Call Out Unit cost rates on page 19 which includes the first hour on site, travelling time and mileage. Additional hours on site will be at the rates stated on page 19.

2.6 PAYMENT

The contract will run for the period 1st April to 31st March each year for the duration of the contract and all monitoring will be paid at the commencement of the contract and at 12 monthly intervals thereafter.

Payment of maintenance invoices will be paid in arrears following receipt of the relevant service report. Maintenance invoices must be accompanied by the relevant service report as failure to do so will result in the delay of payment.

2.7 SPARE PARTS AND RENEWALS

The successful Contractor is required to have immediate access to spare parts to enable an intruder alarm system to be fully functional where possible.

The Contractor shall supply and fit all chargeable minor spare parts as required up to a total value including labour of £200 per intruder alarm; this is to ensure completeness of equipment and make appliances safe. This additional work shall be invoiced with the service invoice. Fitting replacement parts shall be carried out as far as possible during the service visits. Works shall be completed in one visit where possible. An extra visit in order to fit replacement parts in cases of emergency may be permitted, but only with prior notification and approval by the Contract Administrator. In the event of an emergency out of hours the £200 can be exceeded to enable the system to work efficiently however the Contract Administrator must be notified the next working day and inform of the situation.

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed, which must comply with the relevant British Standards (or equivalent).

2.8 DELETION OF SERVICES

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

2.9 ADDITIONAL PLANT/PROPERTIES

The Council may, during the period of the contract, wish to add items of plant/properties to the schedule of maintenance. Any such additions shall be at the cost stated in Appendix B quotation sheet.

It is likely, although not guaranteed, that properties will be added to this contract once the contract with the previous intruder alarm contractor expires or following adequate notice in writing to terminate the contract.

It is likely, although not guaranteed, that additional properties will be added to this contract. Shropshire Schools will be approached in due course to offer them the opportunity of joining this contract. Any schools that opt to join will liaise with the contractor direct and prices quoted must be in line with those stated in Appendix B and all elements of this contract must be adhered to.

2.10 TRANSPORT

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

2.11 ACCESS TO INTRUDER ALARMS

It is the Contractor's responsibility to gain access to all elements of the intruder alarm by arrangement with the property to carry out maintenance visit. This is to be by prior appointment at least 24 hours in advanced.

The Contractor must keep appointments made and must notify the Contract Administrator **and** the building user of any delay in carrying out of the works.

In the event that a prior appointment has not been made the property is entitled to refuse the Contractor access to the site and all such abortive visits shall be at the Contractor's own expense.

The Contractor will be responsible for removing and replacing all fixtures, fittings and furniture which is necessary to enable the relevant works to be carried out.

2.12 TOOLS

It is the Contractor's responsibility to provide all materials, labour, access equipment (including ladders, scaffolding), carriage, all plant and machinery for the execution of the works and ensuring that all are maintained and in good working order.

The Contractor must not use the building's access equipment.

The Contractor is responsible for ensuring all debris, surplus or redundant materials are removed from site at the end of each working day. No materials or equipment must be stored on site by the Contractor.

The Contractor must ensure that surplus materials or rubbish are deposited at a licensed waste disposal site. The refuse bins located on the site must not be used for this purpose.

2.13 RECALLS

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

2.14 EMERGENCY REPAIRS

Such repairs shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with the Contract Administrator.

Properties may require attendance outside the contract terms and normal working hours, **the successful contractor shall provide a 24 hour seven day per week emergency service.**

Mileage charges and travelling time from outside the Shropshire County boundary will not be permitted.

Service Engineers must be contactable during the full working day to receive instructions for emergency repair work.

The charges for this service shall be indicated on the quotation sheet, together with any special conditions.

2.15 EMERGENCY REPAIRS RESPONSE TIME

In the event of an emergency repair the Contractor shall attend site within **TWO hours** of receipt of call.

2.16 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 Contract Administrator's attention by telephone on Shrewsbury (01743 252895 or 01743 281073).

2.17 QUOTATIONS FOLLOWING SERVICE REPORT

All work reported on 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.

2.18 DISCLOSURE BARRING SERVICE (DBS)

Contractors must ensure that all members of staff (who attend site) are registered through the DBS and written confirmation must be supplied to the Council. **As contractor staff may be required to work within Shropshire Council Schools and**

other establishments they will be required to provide proof of their DBS checks this should be carried at all times and should be presented to the site on arrival.

The successful Contractor should provide evidence of Security Screening BS 7858:2012 – Security screening of individuals employed in a security environment.

2.19 TERMINATION

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

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

3.0 GENERAL GUIDANCE

The Contractor shall provide the Council with information to allow the Council 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 ISO 9001 certification. It shall also include details of the quality system operated by the Contractor along with their health & safety policy.

The Contractor will obtain agreement from the Council 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 Council'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 Council 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 premises manager that their engineers may be taking photographs of the intruder alarm for inclusion with the formal servicing report if applicable.

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 Council's representative and other persons nominated by the Council.

3.1 GUIDANCE

The Contractor shall refer to the specification and to manufacturer's requirements and recommendations for detailed guidance. Other guidance is available from the HSE, SAFed, BSI and NSI.

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

- BS EN 50131 and associated standards
- BS EN 50136 – Alarm transmission systems and equipment
- PD 6662:2010 – European standards for intrusion and hold-up alarm systems
- BS8243:2010 + A1_2014 – Installation and configuration of intruder and hold-up alarm systems designed to generate confirmed alarm conditions
- DD263:2010 – Intruder & hold-up alarm system – commissioning, maintenance & remote support
- BS7671 (IEE wiring regulations)
- DD CLC/TS 50131-7:2010 – Alarm systems – Intrusion & hold-up system – Part 7 application guidelines
- BS7858:2012 – Code of practice for security screening of personnel employed in a security environment
- BS5979 (CAT II) – Alarm Receiving Centres

3.2 POINT OF CONTACT

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

3.3 EMERGENCY POINT OF CONTACT

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

4.0 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.

4.1 INTRUDER ALARM MAINTENANCE INSPECTION PROCEDURE

The successful Contractor must carry out maintenance inspections in line with the requirements stated in DD263 – commissioning, maintenance and remote support code of practice.

The Contractor should inform the Contract Administrator if any equipment is faulty

4.2 SERVICE REPORTS

The Contractor shall ensure that, following all inspection visits, service reports shall be submitted to the Contract Administrator in electronic format, including all specialist reports and test equipment printouts where applicable.

Service reports must clearly indicate all the information detailed below:

One copy to be left at the property and one sent with the invoice for the attention of the Contract Administrator.

The successful Contractor should be able to provide detailed reports i.e. open/closed signals as and when requested

4.3 SERVICE REPORTS

An individual report to be provided and sent with the invoice for each intruder alarm ideally showing the following:

- 1) Name and address of property
- 2) Serial number of intruder alarm panel
- 3) Date of inspection
- 4) Sign in time and sign out time
- 5) Statement of condition of system(s)
- 6) Description of recommended remedial works if any
- 7) Details of parts required or fitted
- 8) Confirmation that the system is operating correctly
- 9) Signature of Council staff member and engineer on report

The successful contractor must allow to change all engineer default codes on the first service visit if applicable.

The default engineer's code must be given to the Contract Administrator for safe keeping. The new engineer codes must not be changed by the Contractor for the duration of this contract unless requested to do so by the Contract Administrator

FACILITIES MANAGEMENT TEAM

TENDER NO. IOC 165 - MAINTENANCE & REMOTE MONITORING OF
INTRUDER ALARMS - QUOTATION SHEET

BASIC MAINTENANCE:

Intruder Alarm Type	No of Visits	Annual Cost per visit
Audible Only & Autodialling Systems	1	£
ATS Redcare/GSM – Police Response	2	£
ATS Redcare/GSM - Key Holder Response	1	£
ATS Dualcom G2, G3, G4 – Police Response	2	£
ATS Dualcom G2, G3, G4 – Key Holder Response	1	£
ATS Digi Communicator – Police Response	2	£
ATS Digi Communicator – Key Holder Response	1	£
ATS Dualcom Digi Air – Police Response	2	£
ATS Dualcom Digi Air – Key Holder Response	1	£

CENTRAL STATION REMOTE MONITORING (ARC):

Intruder Alarm Type	Annual Cost per item
ATS Redcare/GSM	£
ATS Dualcom G2, G3, G4	£
ATS Digi Communicator	£
ATS Dualcom Digi Air	£

Please Note: Redcare/GSM cost above should include BT levy charge

CHANGING AN EXISTING SYSTEM TO:

Intruder Alarm Type	Cost per item
ATS Dualcom G2	£
ATS Dualcom G3	£
ATS Dualcom G4	£
ATS Dualcom Digi Air	£
New Police URN (<i>if required</i>)	£

All of the above to include mileage and travel time

REPAIR COSTS:

Repair Type	Cost per item
Panel (up to 20 zones)	£
Panel (up to 40 zones)	£
Panel (up to 100 zones)	£
Panel (over 100 zones)	£
PIR Detector – Range under 10M	£
PIR Detector - Range 10-15M	£
PIR Detector – Range 15M-30M	£
Dualtec – Range under 10M	£
Dualtec - Range 10-15M	£
Dualtec – Range 15M-30M	£
Internal siren	£
External Self Activating Siren in polycarbonate box	£
Battery	£
Key fobs	£
Remote key pad	£

REPAIR COSTS (Cont'd):

Repair Type	Cost per item
Door contact	£
Personal Attack Button	£
Decoy Siren in polycarbonate box	£

NOTE: All equipment must be to a minimum Grade 2 or specific to the existing graded system in place

Contractor Name:

Name:

Signature:

Date:

THIS FORM TO BE RETURNED WITH TENDER

By 12 noon Friday 20th November 2015

SHROPSHIRE COUNCIL - FACILITIES MANAGEMENT

IOC 165 - Remote Monitoring & Maintenance of Intruder Alarms
for the Period 1st April 2016 to 31st March 2017
With Reviews & Extensions until 31st March 2020

Rates for any work not included in the specification and appendix B quotation sheet for the period 1st April 2016 to 31st March 2017

Hourly rate during normal 8 hour day {Monday to Friday}	£ _____
Hourly rate after normal 8 hour day {Monday to Friday}	£ _____
Hourly rate for Saturday working	£ _____
Hourly rate for Sunday working	£ _____
Hourly rate for Bank Holiday working	£ _____
Emergency call out unit cost {to include 1 st hour on site, travelling & mileage}	£ _____
Non-emergency call out unit cost {to include 1 st hour on site, travelling time & mileage}	£ _____
Remote reset	£ _____
Producing Reports {following break in or false alarm activation}	£ _____
Material mark up	_____ %

NOTE: above costs to include mileage & travelling time

Contractor Name:

Name:

Signature: **Date:**

THIS FORM TO BE RETURNED WITH TENDER

By 12 Noon Friday 20th November 2015

SHROPSHIRE COUNCIL - FACILITIES MANAGEMENT

IOC 165 - Remote Monitoring & Maintenance of Intruder Alarms

APPENDIX D

Pricing Evaluation methodology For Information only not to be completed by bidders

The following sheet will be used by The Council to evaluate the price of each tender.

Please note some of the figures are based on actual requirements whereas others (i.e. changing existing systems and repairs) are inserted for evaluation purposes only.

Basic Maintenance:

Property Name	Has Police Response	Current System Type	No of Visits	£
1a Castle Gates	Yes	Digital Communicator	2	
Bridgnorth Youth Centre	No	Digital Communicator	1	
Castle View	No	Redcare GSM	1	
Castle View Annexe	No	Redcare	1	
Grange Youth Centre	Yes	Redcare	2	

Jupiter House	No	Dualcom 2	1
Ludlow Youth Centre	Yes	Dualcom G2	2
Market Drayton Youth Centre	Yes	Paknet Signalling	2
Monkmoor Youth Centre	Yes	GSM Signalling	2
Mount McKinley	No	Dualcom G2	1
Pontesbury Youth Club	No	Audible only	1
Ptarmigan	Yes	Dualcom G2	2
Richmond House	No	Dualcom GPRS	1
Rowley's House	Yes	Redcare GSM	2
Shirehall	Yes	Redcare GSM	2
Shirehall - Vicarage	No	Audible Only	1
Sundorn Youth Centre & Sports Hall	Yes	Dualcom 2	2
The Centre	Yes	Dualcom 2	2
Whitchurch Youth Centre	Yes	Dualcom 2	2



Total Basic Maintenance Cost £

Central Station Remote Monitoring (ARC):

1a Castle Gates	Yes	Digital Communicator
Bridgnorth Youth Centre	No	Digital Communicator
Castle View	No	Redcare GSM
Castle View Annexe	No	Redcare
Grange Youth Centre	Yes	Redcare
Jupiter House	No	Dualcom 2
Ludlow Youth Centre	Yes	Dualcom G2
Market Drayton Youth Centre	Yes	Paknet Signalling
Monkmoor Youth Centre	Yes	GSM Signalling
Mount McKinley	No	Dualcom G2
Pontesbury Youth Club	No	Audible only

Ptarmigan	Yes	Dualcom G2
Richmond House	No	Dualcom GPRS
Rowley's House	Yes	Redcare GSM
Shirehall	Yes	Redcare GSM
Shirehall - Vicarage	No	Audible Only
Sundorn Youth Centre & Sports Hall	Yes	Dualcom 2
The Centre	Yes	Dualcom 2
Whitchurch Youth Centre	Yes	Dualcom 2

Total Remote Monitoring Cost £

Overall Maintenance & Monitoring Total £

Changing an Existing System:

This relates to any system that is not currently a Dualcom with the exception of audible only

1a Castle Gates	Change to ATS Dualcom 4
-----------------	-----------------------------------

Bridgnorth Youth Centre	ATS Dualcom 2
Castle View	ATS Dualcom 4
Castle View Annexe	ATS Dualcom 3
Grange Youth Centre	ATS Dualcom 2
Market Drayton Youth Centre	ATS Dualcom 2
Monkmoor Youth Centre	ATS Dualcom 3
Rowley's House	ATS Dualcom Digi Air
Shirehall	ATS Dualcom 4



NOTE: above systems have been randomly selected for evaluation purposes only and do not truly reflect the system that may be installed

Repair Costs:

Example 1:

Panel (up to 40 zones)

PIR Detector - Range 10-15M

1 x Battery

3 x Key fobs

Non-emergency Call out unit cost

3 x Hourly normal rate (Mon-Fri)

£

NOTE: above selected for evaluation purposes only

Repair Costs:

Example 2:

Panel (over 100 zones)

Dualtec - Range 15M-30M

Remote Key Pad

Door contact x 6

Non Emergency Call out Unit Cost

1 x Hourly normal rate (Mon-Fri)

£

NOTE: above selected for evaluation purposes only

Total Repair Cost **£**

Overall Contract Cost **£**
{Includes maintenance, monitoring & repair}

Total Contract Cost **£**
{Includes maintenance, monitoring, repair & change existing system}



INSTRUCTIONS FOR TENDERING

Facilities Management Team

IOC 165

**Intruder Alarm Maintenance &
Remote Monitoring**

Shropshire Council Instructions for tendering

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Intruder Alarm Maintenance & Remote Monitoring Services as detailed in the Tender Response Document. The contract will be for an initial period of 12 months commencing on the 1 April 2016 with an option to extend for up to a further 3 years.
- 1.2 Tenders are to be submitted in accordance with the tender specification, 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. Tenders must be submitted by the deadline of **noon, 20 November 2015**.

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** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 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 **13 November 2015**.
- 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 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 specification, the General 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.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1 April 2016**

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

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

19.0 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

Tender No IOC 165 - Maintenance & Remote Monitoring of Intruder Alarm Systems

Appendix D - Property Schedule

Property Name	Location	No of Movement Detectors	Has Police Response
1a Castle Gates	Shrewsbury	7	Yes
Bridgnorth Youth Centre	Bridgnorth	8	No
Castle View	Oswestry	54	No
Castle View Annexe	Oswestry	15	No
Grange Youth Centre	Shrewsbury	10	Yes
Jupiter House	Shrewsbury	25	No
Ludlow Youth Centre	Ludlow	27	Yes
Market Drayton Youth Centre	Market Drayton	10	Yes
Monkmoor Youth Centre	Shrewsbury	16	Yes
Mount McKinley	Shrewsbury	48	No
Pontesbury Youth Club	Shrewsbury	3	No
Ptarmigan	Shrewsbury	22	Yes
Richmond House	Shrewsbury	5	No
Rowley's House	Shrewsbury	25	Yes
Shirehall	Shrewsbury	84	Yes
Shirehall - Vicarage	Shrewsbury	6	No
Sundorn Youth Centre & Sports Hall	Shrewsbury	6	Yes
The Centre	Oswestry	27	Yes
Whitchurch Youth Centre	Whitchurch	11	Yes

19 properties - correct as at 25/08/15

Police response information correct as at 25/08/15

Full address & contact details will be given to successful contractor this appendix is merely to assist with pricing

Current System Type

Digital Communicator

Digital Communicator

Redcare GSM

Redcare

Redcare

Dualcom 2

Dualcom G2

Paknet Signalling

GSM Signalling

Dualcom G2

Audible only

Dualcom G2

Dualcom GPRS

Redcare GSM

Redcare GSM

Audible Only

Dualcom 2

Dualcom 2

Dualcom 2

:ing

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

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 legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

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

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term..

28.5 The Contractor shall:

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

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

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

28.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

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

28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

29. EQUALITIES (W) (Z)

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

30 HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

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

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

33 SAFEGUARDING(W) (Z)

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

33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37 RIGHTS OF THIRD PARTIES

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

38 ENTIRE AGREEMENT

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

39 FORCE MAJEURE

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

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

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

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

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

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

practicable and to resume the performance of its obligations as soon as reasonably possible

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

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

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

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

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contactor shall ensure that:

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

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

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

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

41.3 The Contactor will make its complaints procedure available on request

41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee

(who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

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

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

43 STAFFING SECURITY

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

44 SECURITY REQUIREMENTS

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



Facilities Management Team

IOC 165

Intruder Alarm Maintenance & Remote Monitoring

**IOC 165
TENDER RESPONSE DOCUMENT**

Prepared by: Facilities Management Team
Commercial Services

Date: September 2015

SECTION 1 - Contract Description and instructions

Name of TENDERING
ORGANISATION
(please insert)

SECURITY WISE LTD

Contract Description:

The work consists of the maintenance and remote monitoring of intruder alarm systems within various Shropshire Council premises.

Membership with SSIP (Safety Schemes in Procurement), National Security Inspectorate Gold (NSI) along with DBS checks are all essential requirements for this contract. Please see General Conditions section 1.16 Essential Membership/Requirements for further details.

The contract will be for an initial period of 12 months with an option to extend for up to a further 3 years. The contract is due to commence on 1st April 2016

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 us through the Delta e-tendering portal tenderbox.
2. Where copies of certificates and other details are requested **a copy must** accompany your Tender. Failure to do so may result in your questionnaire being excluded.

Contents

Section	Description	Page
1	Contract Description	2
2	Award Criteria	3
3	Applicant Organisation Details	6
4	Financial and Insurance Information	8
5	Claims & Contract Terminations/Deductions	10
6	Health & Safety & Equal Opportunities	11
7	Essential Membership	16
8	Contract Specific Questions	17
9	Tender Schedule	22
10	Tender Declaration	24

SECTION 2 - 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 and Mandatory Pass/Fail Questions (Sections 3 to 7 and questions 3 & 7 in section 8)

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

Section / Question No.	Selection Criteria
Section 3	Applicant Information– For information only
Section 4	Pass/Fail Financial and Insurance Information
Section 5	Pass/Fail Claims & Contract Terminations/Deductions
Section 6	Pass/Fail Health& Safety and Equal Opportunities
Section 7	Mandatory Pass /Fail
Section 8 question 3 & 7 only	Pass /fail – Sufficient contract experience

In relation to discretionary exclusion pass/fail grounds (section 4,5, 6 and section 8 questions 3 & 7):-

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 gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

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

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

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

In relation to section 7 mandatory pass /fail grounds, please note that your tender will be excluded if you fail to meet these requirements
Award Criteria – Marked Questions (Sections 8 & 9)

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

Individual questions within each quality criteria section are weighted against each other and this is shown in the section itself.

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section 9 / Q 1	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section 8 / Q 1	Technical Information	15% / 150 max marks
Section 8 / Q 2	Contract Information	15% / 150 max marks
Section 8 / Q 4	Accreditations/Qualifications	10% / 100 max marks
Section 8 / Q 5	Quality of Generic Risk Assessment	10% / 100 max marks
Section 8 / Q 6	Quality of Method Statement	10% / 100 max marks
Total for quality		60% / 600 max marks

scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	

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

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

The tender receiving the highest initial mark for quality overall will receive the full 60% and 600 marks available for quality. Other tenders will receive a final mark that reflects the % difference in their initial marks and the tender receiving the highest initial marks for quality overall.

For example if tender X scored initial marks of 433 for quality overall and tender Y scored 355 then tender X would receive 600 marks and tender Y would receive 491 Marks (355 divided by 433 x 600 = 491)

Price

The lowest tender will score 400 marks other tenders will receive marks that reflect the % difference between the price of those tenders and the price of the lowest price tender.

Price will be evaluated by taking the total Contract Cost calculated as shown in Appendix D to the Specification document -the Pricing Evaluation Methodology.

SECTION 3 - Applicant Organisation Details

1.	Applicant Details
1.1	<p>Name of contracting Company/Organisation: Security Wise Ltd</p> <p>Address: Marches House, March Way, Battlefield Enterprise Park, Shrewsbury, Shropshire</p> <p>Postcode: SY1 3JE</p> <p>Tel: 01743 450222</p> <p>Email: [REDACTED]</p>
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 2 Berry Street, Stoke on Trent, Staffordshire</p> <p>Postcode: ST4 1AY</p> <p>Company registration number: 02039243</p>
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Sales Manager</p> <p>Correspondence Address: Security Wise Ltd, Marches House, March Way, Battlefield Enterprise Park, Shrewsbury, Shropshire</p> <p>Postcode: SY1 3JE</p> <p>Tel: 01743 450222</p> <p>Email: [REDACTED]</p>

2.	Company History/Background	
2.1	Date Company established: 1983	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

SECTION 4 - Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(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 QBE Insurance (Europe) Ltd</p> <p>Date policy taken out 18/2/2015</p> <p>Expiry date of the policy 31/01/2016</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions N/A</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(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 QBE Insurance (Europe) Ltd</p> <p>Date policy taken out 31/01/2015</p> <p>Expiry date of the policy 30/01/2016</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions N/A</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="269 707 1367 1106"> <thead> <tr> <th colspan="3" data-bbox="272 712 1203 801"><u>Company</u></th> <th data-bbox="1208 712 1364 801">Accounts Enclosed</th> </tr> <tr> <th data-bbox="272 808 416 875"><u>Year</u></th> <th data-bbox="421 808 831 875"><u>Turnover</u></th> <th data-bbox="836 808 1203 875"><u>Profit(Loss)</u></th> <th data-bbox="1208 808 1364 875"></th> </tr> </thead> <tbody> <tr> <td data-bbox="272 882 416 949">2012/13</td> <td data-bbox="421 882 831 949">██████████</td> <td data-bbox="836 882 1203 949">██████████</td> <td data-bbox="1208 882 1364 949">NO</td> </tr> <tr> <td data-bbox="272 956 416 1023">2013/14</td> <td data-bbox="421 956 831 1023">██████████</td> <td data-bbox="836 956 1203 1023">██████████</td> <td data-bbox="1208 956 1364 1023">NO</td> </tr> <tr> <td data-bbox="272 1030 416 1097">2014/15</td> <td data-bbox="421 1030 831 1097">██████████</td> <td data-bbox="836 1030 1203 1097">██████████</td> <td data-bbox="1208 1030 1364 1097">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>		2012/13	██████████	██████████	NO	2013/14	██████████	██████████	NO	2014/15	██████████	██████████	NO
<u>Company</u>			Accounts Enclosed																		
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2012/13	██████████	██████████	NO																		
2013/14	██████████	██████████	NO																		
2014/15	██████████	██████████	NO																		
2.2	<p>Please show below your company's turnover in the provision of intruder alarm maintenance & remote monitoring in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="370 1435 1264 1778"> <thead> <tr> <th data-bbox="373 1440 517 1541"><u>Year</u></th> <th data-bbox="521 1440 1260 1541">Turnover in relation to intruder alarm maintenance & remote monitoring</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 1547 517 1615">2012/13</td> <td data-bbox="521 1547 1260 1615">██████████</td> </tr> <tr> <td data-bbox="373 1621 517 1688">2013/14</td> <td data-bbox="521 1621 1260 1688">██████████</td> </tr> <tr> <td data-bbox="373 1695 517 1762">2014/15</td> <td data-bbox="521 1695 1260 1762">██████████</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 intruder alarm maintenance & remote monitoring	2012/13	██████████	2013/14	██████████	2014/15	██████████												
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2012/13	██████████																				
2013/14	██████████																				
2014/15	██████████																				

SECTION 5 - Claims & Contract Terminations/Deductions



*	<p><i>Why do we need to know this?</i></p> <p><i>The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.</i></p>
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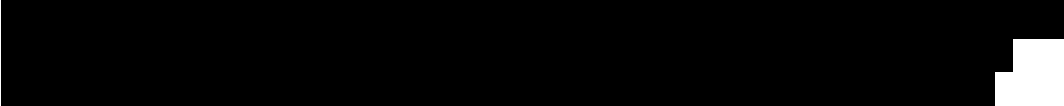
1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 3.1 please provide further details.	

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. WE HAVE NEVER HAD A CONTRACT TERMINATED	
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. WE HAVE NOT RECEIVED ANY OF THE ABOVE	

SECTION 6 - Health & Safety and Equal Opportunities



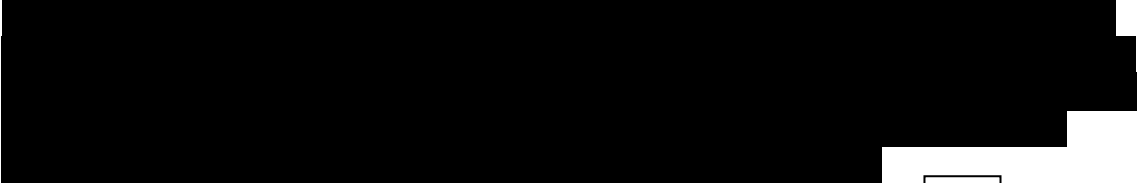
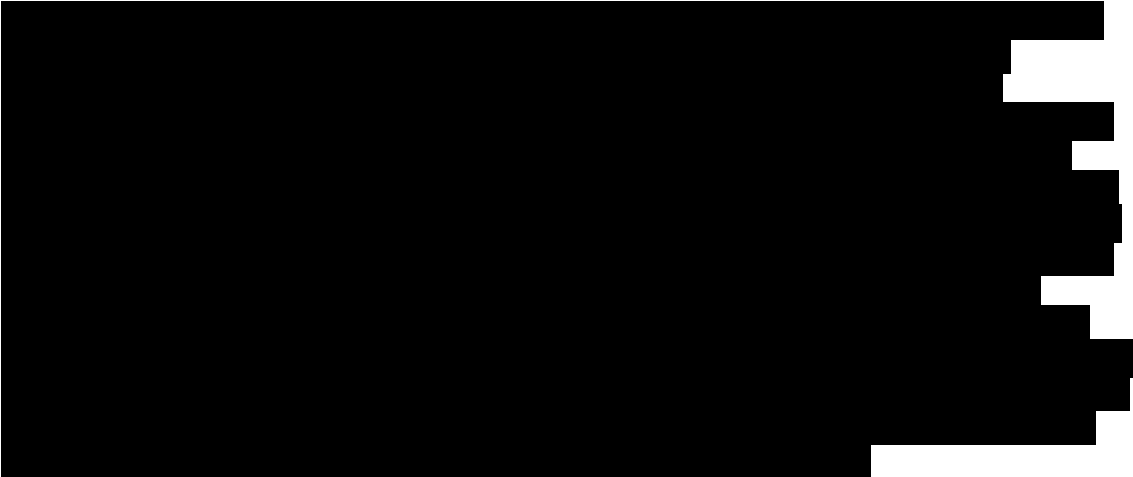
1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with 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
1.2	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.3	If YES to 1.2 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.4	Do you routinely carry out Risk Assessments?	YES
1.5	<p>If YES to 1.4 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> <div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>	

1.6	Do you have a health and safety training programme for employees?	YES						
1.7	If YES to 1.6 please state what training has been given. 							
1.8	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES NO						
1.9	Does your company have a recognised health & safety management system? Please give details below:	NO						
1.10	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. <table border="1" data-bbox="408 1084 991 1301"> <thead> <tr> <th colspan="2" data-bbox="799 1084 991 1115" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 1115 794 1218">No. of accidents reported under RIDDOR last year</td> <td data-bbox="794 1115 991 1218" style="text-align: center; color: red;">Nil</td> </tr> <tr> <td data-bbox="408 1218 794 1301">No. of accidents reported under RIDDOR this year</td> <td data-bbox="794 1218 991 1301" style="text-align: center; color: red;">Nil</td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year	Nil	No. of accidents reported under RIDDOR this year	Nil
Total								
No. of accidents reported under RIDDOR last year	Nil							
No. of accidents reported under RIDDOR this year	Nil							
1.11	Does your company consult with employees on health and safety? If YES, please give details below. 	YES						
1.12	Will you be using any sub contractors as part of this contract?	NO						
1.13	If YES to 1.12 please give details of who your sub contractors are. <i>Failure to notify Shropshire Council's contract administrator of this will lead to suspension from this contract</i>							

1.14	If YES to 1.13 how do you ensure they are competent?	
1.15	<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> 	
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 - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</i></p> <p><i>Useful links for guidance & Information - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</i></p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES

2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people’s disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <div style="background-color: black; width: 100%; height: 250px; min-height: 250px;"></div>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <div style="background-color: black; width: 100%; height: 400px; margin-top: 10px;"></div>	<p>YES</p> <p>YES</p> <p>YES</p>

	 <p>Please tick here if enclosed Equal opportunities policy enclosed. <input checked="" type="checkbox"/></p>	
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>   <p>Examples of trainee advertisements enclosed. <input checked="" type="checkbox"/></p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> 	

	<p>[REDACTED]</p> <p>[REDACTED]</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

SECTION 7 – Essential Membership / Requirement

3.1	<p>Do you currently hold any SSIP (Safety Schemes in Procurement) certificate with the SSIP logo on it i.e. CHAS Accreditation, SMAS, EXOR, Safecontractor, Safe-T-Cert, Acclaim Accreditation Certificate as these are included in the Health and Safety requirements by Shropshire Council</p> <p><u>This is an Essential Requirement</u></p>	YES
3.2	<p>If YES to 3.1 please supply the following details as well as a copy of any certificates.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Please tick here if a copy of certificates attached <input checked="" type="checkbox"/></p>	
3.3	<p>Are you a member of the National Security Inspectorate Gold (NSI)?</p> <p><u>This is an Essential Requirement</u></p>	YES
3.4	<p>If YES to 3.3 please supply a copy of certificate</p> <p style="text-align: right;"><input checked="" type="checkbox"/></p>	

	Please tick here if a copy of certificates attached
3.5	<p>Have all of your employees at your Company (that would be used to visit our sites) been through the DBS (Disclosure and Barring Service) checking processing including child and/or adult barred list check?</p> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <p style="text-align: right;">All YES</p> <p style="text-align: right;">Copies Enclosed YES</p> <p><u>This is an Essential Requirement</u></p>


3.6	<p>24 Hour a Day 365 Days a Year Cover</p> <p>Companies interested in being considered for this tender must confirm below that they can provide a 24 hour/day, 365 day/year emergency service</p> <p>Please confirm that you agree to provide this cover YES</p> <p><u>This is an Essential requirement</u></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: 250px; margin-top: 10px;"></div>
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SECTION 8 - Contract Specific Questions

1. Technical Information		
1.1	Please enclose a sample of an intruder alarm maintenance report <i>Weighted 5 Maximum score 50</i>	Enclosed YES
1.2	Please enclose a sample method statement detailing how you would replace an existing Redcare/GSM intruder alarm system to a DualCom/DigiAir system <i>Weighted 5 Maximum score 50</i>	Enclosed YES
1.3	Is your company/operatives NICEIC, ECA or SAFed Approved? <i>Weighted 5 Maximum score 50 {50 if yes to any/all, 0 if no}</i>	YES NICEIC
1.4	If YES to 1.5 please supply a copy of certificate Please tick here if a copy of certificates attached <input checked="" type="checkbox"/>	
2. Contract Information		
2.1	Do you provide a non-chargeable telephone technical support service? <i>Weighted 3 Maximum score 30 (score of 30 for no charge, 0 for a charge)</i>	YES We have an 0800 number
2.2	If no to 2.1 what are the charges for this service?	
2.3	Do you provide a non-chargeable remote reset service? <i>Weighted 3 Maximum score 30 (score of 30 for no charge, 0 for a charge)</i>	YES
2.4	If no to 2.3 what are your charges for this service?	
2.5	Do you use premium help lines for this service? <i>Weighted 3 Maximum score 30 (score of 30 for no, 0 for yes)</i>	NO
2.6	If yes to 2.5 what are the premium charges for each service?	
2.7	If a report was requested following a break-in for insurance purposes would you provide this free of charge? <i>Weighted 3 Maximum score 30 (score of 30 for yes, 0 for no)</i>	YES

2.8	If no to 2.7 what would be the charge for this report?																		
2.9	<p>How does your company ensure good customer support?</p> <p>[REDACTED]</p> <p><i>Weighted 3 Maximum score 30 (30 if straight to dedicated member of staff, 20 if call centre and 10 for multiple teams)</i></p>																		
3.	Experience & Resources (Pass/Fail)																		
3.1	<p>How many years has your company been providing Intruder alarm maintenance and remote monitoring?</p> <p style="text-align: right;">[REDACTED] years</p>																		
3.2	<p>Total number of employees: [REDACTED]</p>																		
3.3	<p>Total number of employees engaged solely in the provision of intruder alarm maintenance? [REDACTED]</p>																		
3.4	<p>Breakdown of employee position within company:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">[REDACTED]</td> <td style="width: 50%; vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> <tr> <td style="vertical-align: top;">[REDACTED]</td> <td style="vertical-align: top;">[REDACTED]</td> </tr> </table>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]																		
[REDACTED]	[REDACTED]																		
[REDACTED]	[REDACTED]																		

4.	Accreditations/Qualifications	
4.1	<p>Please provide a thorough and detailed training programme for each of your operatives who will be working on this contract e.g. confined space training, working at height training, H&S awareness training, asbestos awareness.</p> <div style="background-color: black; width: 100%; height: 150px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 50px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 50px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 50px; margin-bottom: 10px;"></div> <p><i>Please provide documented evidence</i></p> <p><i>Weighted 4 Maximum score 40</i></p>	
	<p>Training programme enclosed.</p> <div style="background-color: black; width: 100%; height: 40px;"></div>	<p>Enclosed YES</p>
4.2	<p>Please state any formal Quality and Environmental Assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.</p> <div style="background-color: black; width: 100%; height: 150px;"></div>	

 <p><i>Weighted 6 Maximum score 60 {30 per ISO}</i></p>				
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
National Security Inspectorate	■	ISO 9001:2008	2008	Sep 2018
Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES	

5. Generic Risk Assessment		
5.1	<p>The Contractor shall carry out a detailed and recorded “Risk Assessment” for the works and submit one copy with the completed tender.</p> <p><i>Weighted 10 Maximum score 100</i></p> <p>N.B. Please refer to section 1.9 of the ‘Specification’ document for more information.</p>	Enclosed YES

6. Method Statement		
6.1	<p>Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable, ‘the sequence and method of work’. You should submit one copy of your method statements with the completed tender.</p> <p><i>Weighted 10 Maximum score 100</i></p> <p>N.B. Please refer to section 1.10 of the ‘Specification’ document for more information.</p>	Enclosed YES

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

commercial info

8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SECTION 9 - Tender Schedule

*	Before completing this section you should first read the 'Specification' document which contains some important information that will assist in your responses to the questions below.
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1.	Pricing Schedule	
1.1	You should complete the attached 'Tender Sheet' – Appendix B - by filling in all of the relevant information and submit this with your completed tender. <i>Maximum score 400</i>	
1.2	Copy of 'Quotation Sheet' completed and enclosed	Enclosed YES

SECTION 10 - Shropshire Council Declaration

I understand that the responses I have given in this tender questionnaire, together with any supporting documentation, are to be used as a basis for selection of companies to tender for this contract.

I note that Shropshire Council, Commercial Services reserves the right to undertake supplementary stages of selection prior to inviting tenders.

I confirm that if I am awarded the contract all of the information I have provided in this tender questionnaire together with any supporting documentation will be deemed to be part of the contract.

Signed **scanned copy enclosed**

Name **[REDACTED]**
(please print)

Designation **General Manager**

Date **19.11.15**

Company **Security Wise Ltd**

Address **Marches House, March Way, Battlefield Enterprise Park, Shrewsbury,
Shropshire.**

Postcode **_SY1 3JE**

Tel No. **01743 450222**

Fax No. **01743 450333**

E-mail address **[REDACTED]**

Website **www.securitywiseservices.com**

Please return your completed tender with all relevant documents by the deadline of 12 noon on 20 November 2015 through the Delta e-tendering Portal as instructed

Please note any tender returned after the deadline will not be considered.

FACILITIES MANAGEMENT TEAM

TENDER NO. IOC 165 - MAINTENANCE & REMOTE MONITORING OF INTRUDER ALARMS - QUOTATION SHEET

BASIC MAINTENANCE:

Intruder Alarm Type	No of Visits	Annual Cost per visit
Audible Only & Autodialling Systems	1	██████
ATS Redcare/GSM – Police Response	2	██████
ATS Redcare/GSM - Key Holder Response	1	██████
ATS Dualcom G2, G3, G4 – Police Response	2	██████
ATS Dualcom G2, G3, G4 – Key Holder Response	1	██████
ATS Digi Communicator – Police Response	2	██████
ATS Digi Communicator – Key Holder Response	1	██████
ATS Dualcom Digi Air – Police Response	2	██████
ATS Dualcom Digi Air – Key Holder Response	1	██████

CENTRAL STATION REMOTE MONITORING (ARC):

Intruder Alarm Type	Annual Cost per item
ATS Redcare/GSM	██████
ATS Dualcom G2, G3, G4	██████
ATS Digi Communicator	██████
ATS Dualcom Digi Air	██████

Please Note: Redcare/GSM cost above should include BT levy charge

CHANGING AN EXISTING SYSTEM TO:

Intruder Alarm Type	Cost per item
ATS Dualcom G2	██████
ATS Dualcom G3	██████
ATS Dualcom G4	██████
ATS Dualcom Digi Air	██████
New Police URN <i>(if required)</i>	██████

All of the above to include mileage and travel time

REPAIR COSTS:

Repair Type	Cost per item
Panel (up to 20 zones) ██████████	██████
Panel (up to 40 zones) ██████████	██████
Panel (up to 100 zones) ██████████	██████
Panel (over 100 zones) ██████████	██████
PIR Detector – Range under 10M	██████
PIR Detector - Range 10-15M	██████
PIR Detector – Range 15M-30M	██████
Dualtec – Range under 10M	██████
Dualtec - Range 10-15M	██████
Dualtec – Range 15M-30M	██████
Internal siren	██████
External Self Activating Siren in polycarbonate box	██████
Battery ██████████	██████
Key fobs ██████████████████████	██████

Remote key pad	
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APPENDIX B

REPAIR COSTS (Cont'd):

Repair Type	Cost per item
Door contact	
Personal Attack Button	
Decoy Siren in polycarbonate box	

NOTE: All equipment must be to a minimum Grade 2 or specific to the existing graded system in place

Contractor Name: Security Wise Ltd

Name: [REDACTED]

Signature: Scanned copy enclosed

Date: 19.11.15

THIS FORM TO BE RETURNED WITH TENDER

By 12 noon Friday 20th November 2015

SHROPSHIRE COUNCIL - FACILITIES MANAGEMENT

**IOC 165 - Remote Monitoring & Maintenance of Intruder Alarms
for the Period 1st April 2016 to 31st March 2017
With Reviews & Extensions until 31st March 2020**

Rates for any work not included in the specification and appendix B quotation sheet for the period 1st April 2016 to 31st March 2017

Hourly rate during normal 8 hour day {Monday to Friday}	██████████
Hourly rate after normal 8 hour day {Monday to Friday}	██████████
Hourly rate for Saturday working	██████████
Hourly rate for Sunday working	██████████
Hourly rate for Bank Holiday working	██████████
Emergency call out unit cost {to include 1 st hour on site, travelling & mileage}	██████████
Non-emergency call out unit cost {to include 1 st hour on site, travelling time & mileage}	██████████
Remote reset	██
Producing Reports {following break in or false alarm activation}	██
Material mark up	████

NOTE: above costs to include mileage & travelling time

Contractor Name: Security Wise Ltd

Name: ██████████

Signature: Scanned copy enclosed **Date:** 19.11.15

THIS FORM TO BE RETURNED WITH TENDER

By 12 Noon Friday 20th November 2015

SHROPSHIRE COUNCIL - FACILITIES MANAGEMENT

personal & commercial info

Security Wise Ltd
Marches House
March Way
Battlefield Enterprise Park
Shrewsbury
SY1 3JE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Email sent to: [REDACTED]

Date: 08 December 2015

Dear Sirs

IOC 165 - MAINTENANCE & REMOTE MONITORING OF INTRUDER ALARMS

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

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 the Regulations; this period will end at midnight on 18th December 2015.

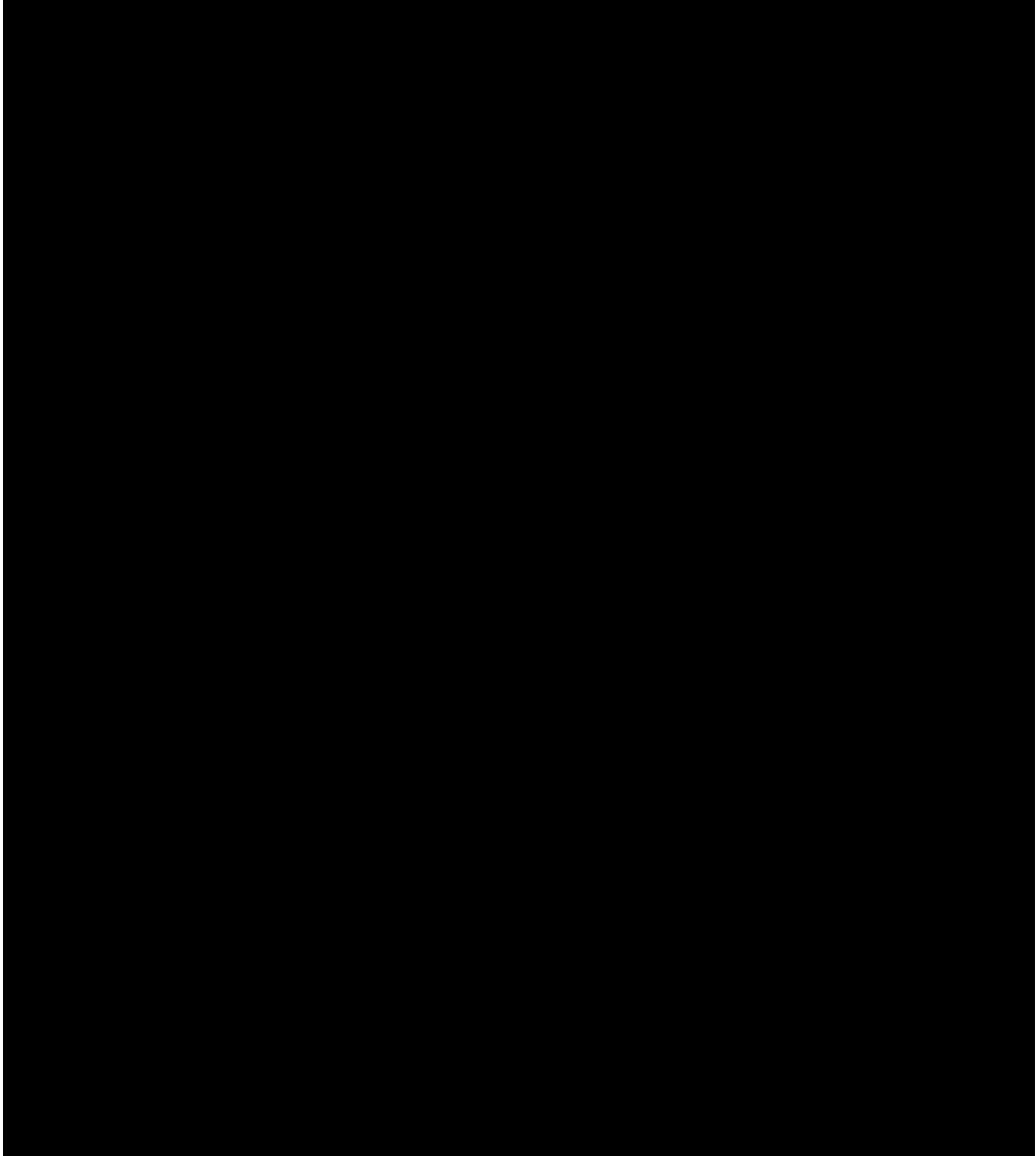
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

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

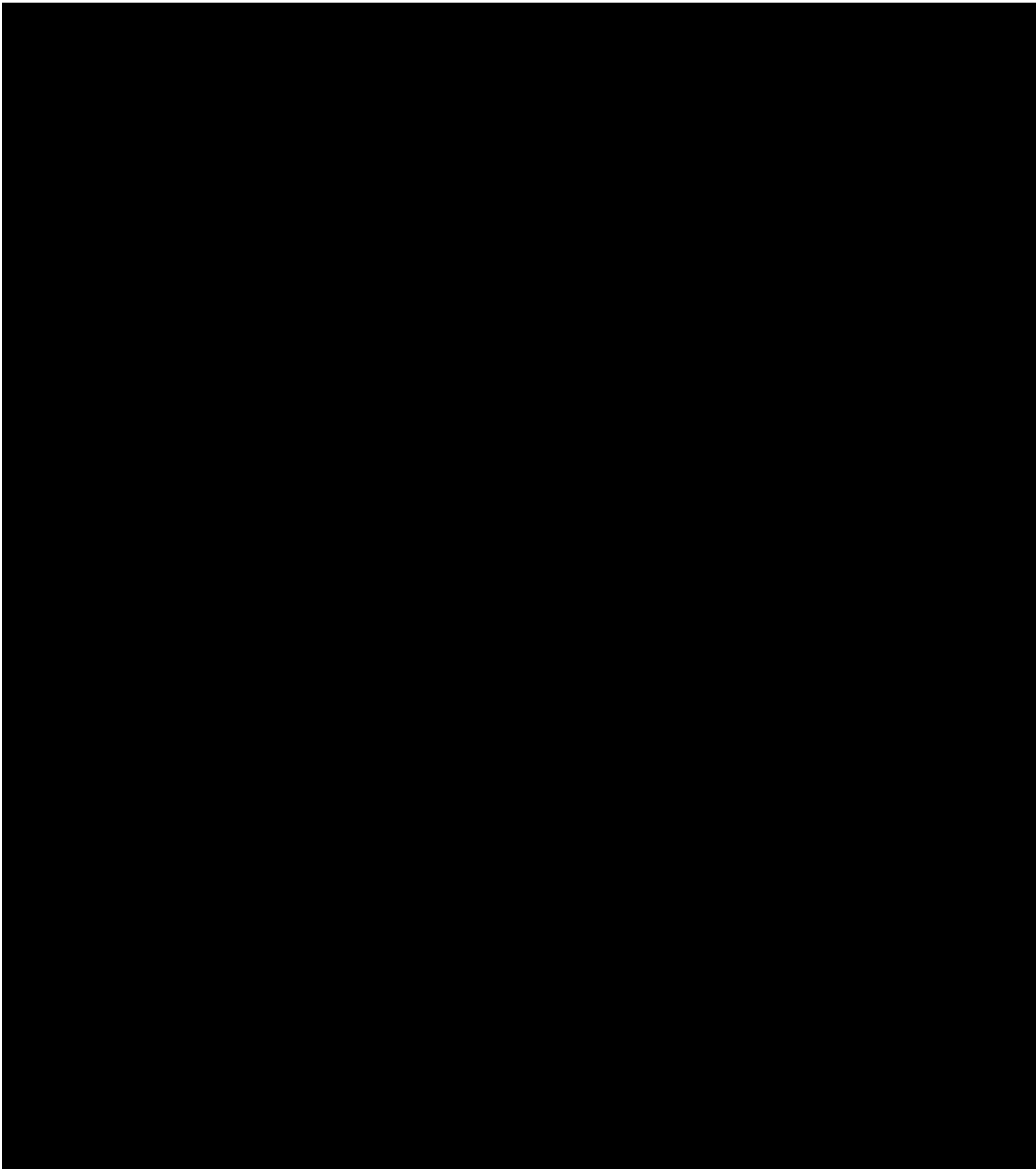
Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 8 tenders received)
Quality	█	█	█
Price	█	█	█
Overall	█	█	█

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-

commercial info



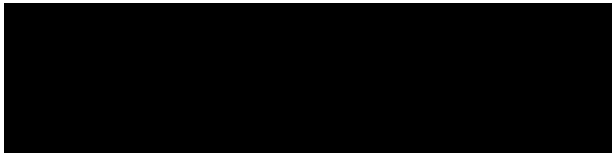
commercial info



personal info

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

Yours faithfully



Head of Commercial Services
Shropshire Council