

## **GB-Shrewsbury: DMNV 004 - Extension to the Severn Valley Country Park Visitors Centre and Associated Interpretive Work**

### Competitive Contract Notice

1. Title: GB-Shrewsbury: DMNV 004 - Extension to the Severn Valley Country Park Visitors Centre and Associated Interpretive Work

2. Awarding Authority:

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement, Attn: Procurement

3. Contract Type: Works

Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

4. Description: Building construction work. We have an aspiration to make the Severn Valley Country Park Visitor Centre one of the key visitor attractions and interpretation centres along the whole length of the river Severn. We aim to provide a modern, welcoming environment that incorporates innovative and thought provoking interpretation media to tell the story of the local riverine history and wildlife.

Shropshire Council is inviting tenders to deliver all technical design, construction and installation work for an extension to the Severn Valley Country Park Visitor Centre building and the creation and installation of the associated visitor experience interpretations as a single turnkey solution. We would like to hear from organisations who have a proven track record of delivering enhanced customer experiences within natural or historic public settings.

The extension includes approximately 100m<sup>2</sup> of additional internal space plus an external decking / seating area. The successful contractor will be responsible for developing, building and seamlessly integrating an interpretive master plan within the build using a variety of inspiring and interactive media, the content of which is to be developed in cooperation with relevant stakeholders.

The project is scheduled to run from April 2018 to April 2019 and Work needs to be timetabled so that the café and visitors centre are not closed during the busiest summer period. We anticipate much of the work being done during the Autumn/Winter 2018-19.

The project has a maximum budget of £500,000. As public money we are seeking tenders that give innovative design and value for money.

5. CPV Codes:

45210000 - Building construction work.

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: DMNV 004

9. Estimated Value of Requirement: Category G: 500K to 1M

Currency: GBP

10. Deadline for Expression of Interest: 11/12/2017 12:00:00

11. Address to which they must be sent:

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement, Attn: Procurement

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.

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

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DMNV-004---Extension-to-the-Severn-Valley-Country-Park-Visitors-Centre-and-Associated-Interpretive-Work/P5HH9HNE47>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/P5HH9HNE47>

TKR-2017119-PRO-11364519

Suitable for VCO: Yes

Procedure Type:OPEN

Period of Work Start date: 30/04/2018

Period of Work End date: 31/03/2019

Is this a Framework Agreement?: no



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Bidder

**DMNV 004 - EXTENSION TO THE SEVERN VALLEY COUNTRY PARK VISITORS CENTRE AND ASSOCIATED INTERPRETIVE WORK**

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

- i) Instructions to Tendering
- ii) Tender Response Document
- iii) Pre-Assessment Questions
- iv) Design and Build Brief
- iii) Shropshire Council General Terms and Conditions
- iv) Shropshire Council's Sustainable Construction Policy
- v) Shropshire Council Social Value Charter

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together 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**

- o The deadline for returning tenders is **noon on, Monday 11<sup>th</sup> December 2017** any tenders received after this time will not be accepted
- o Tenders are to be submitted through Delta, our electronic tender portal
  - o 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.
  - o 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.

personal info

Tenders **cannot** be accepted if:

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

### Freedom of Information

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

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

### Other Details

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

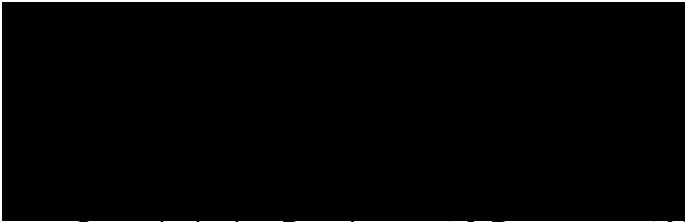
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

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

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

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

Yours faithfully



Commissioning Development & Procurement Manager  
Place & Enterprise  
Shropshire Council



## **INSTRUCTIONS FOR TENDERING**

**DMNV 004 - Extension to the  
Severn Valley Country Park  
Visitors Centre and Associated  
Interpretive Work**

## Shropshire Council Instructions for tendering

### **Contract Description:**

We have an aspiration to make the Severn Valley Country Park Visitor Centre one of the key visitor attractions and interpretation centres along the whole length of the river Severn. We aim to provide a modern, welcoming environment that incorporates innovative and thought provoking interpretation media to tell the story of the local riverine history and wildlife.

Shropshire Council is inviting tenders to deliver all technical design, construction and installation work for an extension to the Severn Valley Country Park Visitor Centre building and the creation and installation of the associated visitor experience interpretations as a single turnkey solution. We would like to hear from organisations who have a proven track record of delivering enhanced customer experiences within natural or historic public settings.

The extension includes approximately 100m<sup>2</sup> of additional internal space plus an external decking / seating area. The successful contractor will be responsible for developing, building and seamlessly integrating an interpretive master plan within the build using a variety of inspiring and interactive media, the content of which is to be developed in cooperation with relevant stakeholders.

The project is scheduled to run from April 2018 to April 2019 and Work needs to be timetabled so that the café and visitors centre are not closed during the busiest summer period. We anticipate much of the work being done during the Autumn/Winter 2018-19.

The project has a maximum budget of £500,000. As public money we are seeking tenders that give innovative design and value for money.

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### 1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of the Extension to the Severn Valley Country Park Visitors Centre and Associated Interpretive Work as detailed in the Tender Response Document. The contract will be for an initial period of commencing on the 30<sup>th</sup> April 2018 until 31<sup>st</sup> March 2019.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.
- 2.0 **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, Monday 11<sup>th</sup> December 2017**.

**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 **Monday 4<sup>th</sup> December 2017**.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1 The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.
- 9.7** **Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to

the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **10.0 Freedom of Information**

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

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

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

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

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

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

## **11.0 Disqualification**

**11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

**11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

**11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

**11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

**11.1.4** The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

## **12.0 E-Procurement**

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

## **13.0 Award of Contract**

### **13.1 Award Criteria**

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

### **13.2 Award Notice**

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

### **13.3 Transparency of Expenditure**

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

### **14.0 Value of Contract**

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

### **15.0 Acceptance**

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

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

**15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 30<sup>th</sup> April 2018.

### **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 .....



**PROJECT REFERENCE DMNV 004**

**EXTENSION TO SEVERN VALLEY COUNTRY PARK VISITORS CENTRE AND  
ASSOCIATED INTERPRETIVE WORK, ALVELEY, BRIDGNORTH**

**Pre Assessment Criteria**

Name of TENDERING  
ORGANISATION  
(please insert)

**Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Where additional details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

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

**Insurance**

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

Y/N

Employer's (Compulsory) Liability Insurance = £5Million

Public Liability Insurance = £5Million

Professional Indemnity Insurance = £1Million

Product Liability Insurance = £1Million

\*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

### Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes  <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes  <input type="checkbox"/> No

### Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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	is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes  <input type="checkbox"/> No

### Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes  <input type="checkbox"/> No
2.	Please certify that you understand the requirements of your project role as the Principle Designer under the CDM role and have appropriately accredited resources to ensure compliance with this legislation.	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
4.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes  <input type="checkbox"/> No

### Safeguarding of adults and children

<p>1.</p>	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by</p> <p>Shropshire’s Safeguarding Children Board (SSCB) and</p> <p><a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a></p> <p>Shropshire Council’s approach to adult protection</p> <p><a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed ..... Status.....</p> <p>(For and on behalf of .....)</p> <p>Date .....</p>	
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Shropshire  
Council

**DESIGN AND BUILD BRIEF**

**FOR**

**PROJECT REFERENCE DMNV 004**

**EXTENSION TO SEVERN VALLEY COUNTRY PARK VISITORS CENTRE  
AND ASSOCIATED INTERPRETIVE WORK, ALVELEY, BRIDGNORTH**



Shropshire's  
**GREAT  
OUTDOORS**

1<sup>ST</sup> AUGUST 2017



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## 1. INTRODUCTION AND PROJECT AIMS

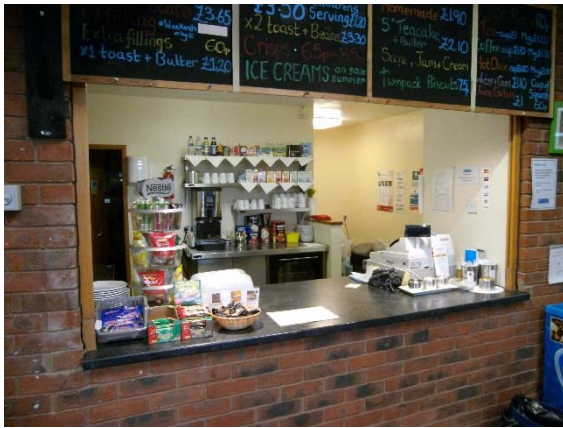
- 1.1. Shropshire Council's Outdoor Partnership's, Country Parks & Heritage Sites Team, is responsible for Severn Valley Country Park (SVCP), one of 24 countryside sites across the county. SVCP is located in the village of Alveley, on the River Severn between Bridgnorth and the Kidderminster/Bewdley urban areas. The Park is also a destination for visitors from the larger conurbations of Birmingham and Wolverhampton and other towns within 60 minutes' drive time.
- 1.2. Currently visitor numbers at SVCP are around 180,000 p.a. A survey in 2015 showed that over 58% of visitors to the park came from outside Shropshire and visited a few times a year. Just over 13% were regular weekly visitors. When asked for their ideas for improvement, the top three rated ideas were; more interpretation of the history of the site, development of the Park as walking hub and better range of food and drink.
- 1.3. In 2016 a makeover of the café area was undertaken creating a better ambience, as well as a revamp of the menu to deliver quality food and drink for visitors. Following this, an ambitious plan has been agreed to develop SVCP as the visitor centre for the River Severn, for people to come and discover, enjoy and learn about the cultural heritage of the valley and wider area.
- 1.4. SVCP has all the elements to bring together the history of the people and landscape, but lacks the space to 'showcase' this incredible story. The aim of the project is to extend the former Severn Valley Country Park Visitors Centre to create an improved visitor experience, greater income generating opportunities and better staff facilities.
- 1.5. The Visitor Centre building currently has a café small education room and some limited office space. The Visitor Centre is also used as an educational base for school visits and has now reached capacity of 1300 children per season, with regards to 'classroom' space and staffing. A new HLF project 'Unlocking the Severn' to be delivered over the next 5 years, will be using SVCP centre to deliver education and interpretation of the River Severn, which will increase the number of educational visits beyond current capacity levels.



SVCP Visitor Centre



Cafe



Café serving hatch



Education Room

- 1.6. To deliver on the education needs and to meet the increasing demand for visits to the countryside we need to provide a destination that has a 'unique selling point' for our visitors. By increasing space at the Visitor Centre we will provide more than a countryside visit, it will be a cultural and educational experience of the Severn Valley. The centre will also be an information outlet for other tourism providers within the valley and beyond.
- 1.7. This project will provide an extension to the existing visitor centre at SVCP, creating a 'gallery' space for interpretation, education and for use as an events space. The gallery will be equipped with modern interpretation and interactive displays, showcasing the cultural and natural heritage of the River Severn and the Severn Valley. It will broaden the appeal of the park to a wider range of people increasing visitor numbers to help secure the parks future through increased café and car parking income. Increasing visitor numbers to the area will also provide a boost to the wider local economy and establish Severn Valley Country Park as the visitor centre for the River Severn.
- 1.8. The aim of creating a new gallery space is to allow us to open all year round, attracting visitors outside the main tourism season. The new gallery space will also provide a meeting space for local people and businesses. We want to increase day visits to the park by 60,000 over 3 years, create 1 FTE and potentially 2 extra seasonal posts at the centre and café and increase income at the park through greater café and retail sales and car park income. We will provide a modern, free to enter, tourist attraction and recreational centre that will encourage visitors to stay longer and spend more to enhance the local economy.
- 1.9. It is critical that the design of the gallery extension fits with our ambition to deliver on telling the story of the River Severn and the cultural history of Severn Valley. Therefore, there is an expectation that the extension design is integrated with an interpretative plan, that enables the flow of visitors to interact, enjoy and learn about the River Severn.
- 1.10. The specific objectives are:
  - i) To extend the existing visitors centre by approximately 100m<sup>2</sup> internally, plus external sitting/decking.

- ii) To develop an interpretative master plan for the current building and extension, that provides a more coherent visitor experience i.e. to incorporate the café within the interpretative master plan so that it comes part of the visitor experience
- iii) The overall layout should have flexibility to accommodate education groups and private parties.
- iv) The project team will liaise with nominated Countryside officers and other stakeholders to agree the themes and the design in the early stages.
- v) To provide an office of approximately 15m<sup>2</sup> able to accommodate 3 permanent members of staff and one hot desk.
- vi) To provide a separate and secure staff area to change, shower and store belongings.
- vii) To create a covered outside seating area, with a year round surface (ie. decking).
- viii) To provide an internal, accessible w/c.
- ix) To extend the kitchen area to create separate servery and preparation areas and the ability to open an external serving hatch on occasion.
- x) To improve the sense of arrival and the overall visitor experience, ideally by moving the main entrance so that it addresses the carpark.

1.11. The project will be procured and managed by Shropshire Council under a JCT Design and Build 2016 Contract.

1.12. The contractor will act as the Principle Designer for the purposes of CDM

1.13. The maximum budget for the total contract sum is £500,000, to include all professional fees.

1.14. This document sets out the client requirements and the users expectations for the design and construction of the work.

1.15. Nothing contained in this document is intended to restrict the method of development that may be used.

## 2. SCOPE OF WORKS

2.1. Shropshire Council is inviting tenders to deliver all technical design, construction and installation work for the extension of the Severn Valley Country Park Visitor Centre building and the associated visitor experience interpretations as a turnkey solution to meet the above project aims and further requirements within this document.

2.2. The appointed contractor will manage the design and build element of the extension. They will also be responsible for developing, creating and installing the interpretative masterplan

that has an engaging and vibrant feel and will inspire people to explore the Severn Valley Country Park and learn about the Cultural and natural heritage of the River Severn and the Severn Valley. The contractor is to ensure that these two project areas are approached in a holistic manner from the design phase onwards and manage any collaborative working between distinct teams to deliver an integrated solution that enhances the customer experience.

- 2.3. A key element within the design of features will be the development of a brand and the visual identity guidelines for Severn Valley Country Park. We are particularly interested to hear from firms with:
- Experience of developing and delivering immersive visitor attractions
  - Experience of developing multi layered wildlife, archaeological and cultural heritage interpretation for different target audience groups
  - Experience of delivering AV and multi-media installations
  - Experience of working on community projects

### 3. INTERPRETATIVE MASTER PLAN

- 3.1. We have an aspiration to make the Visitor Centre one of the key visitor attractions and interpretation centres along the whole length of the river. Current interpretation in the building is out-dated. We expect the contractor to resource appropriate interpretation consultants to design and install an inspiring range of interpretation throughout the visitor centre (utilising both the teashop space and the new interpretation room).
- 3.2. The story of Ironbridge and the birth of the industrial revolution is well catered for by the Ironbridge Gorge Museum Trust. We would like to weave together a number of lesser-known riverine stories in one incredible space. Key themes will be:
- Industry within the valley (quarrying, coal mining)
  - Transport and journeys on the river (ferries, trows)
  - Wildlife on the river (migratory fish including the twaite shad, the return of otters, club-tailed dragonflies)
  - 'Our River'; social history to highlight the links that communities have with the river all along its length
- 3.3. The successful contractor will be expected to utilise a combination of interpretation boards and multi-media technology in the new building. The inter-relationships between the different subjects will need to be highlighted and the whole story will need to 'flow' through the interpretation space, utilising the building design to further emphasise the timeline of the various stories.
- 3.4. Staff at the park will liaise with other groups such as Abberley and Malvern Hills Geopark, Severn Rivers Trust and Alveley Coal Mining Heritage Group to pull together the required information and present it to the interpretation consultants. The consultants would then need to present the information in an inspiring way.

## 4. GENERAL REQUIREMENTS

- 4.1. The design will incorporate the principles of sustainability, with quality design to create better and healthier buildings, with good insulation and energy efficiency measures, resulting in reduced running costs.
- 4.2. We encourage the designers to demonstrate commitment to best practice in sustainable design and to take the opportunity to help the Countryside Service and Shropshire Council to showcase this through the careful choice of materials, innovative technologies and the use of active and passive carbon management measures.
- 4.3. The development should aim for BREEAM Very Good equivalent and should reflect Shropshire Council's sustainability policies. Shropshire Council's Environmental Policy and Sustainable Construction Policy form part of the employers' requirements for the project.
- 4.4. The new buildings will be designed to be long lasting, whilst minimising adverse impact on the local and global environment.
- 4.5. The design needs to take into account the sensitivity of the rural setting.
- 4.6. The accommodation is required to offer a high degree of flexibility to meet current and future needs.
- 4.7. New spaces will be fully accessible throughout.
- 4.8. The buildings will be designed to enhance the quality of life for the users, now and in future, by providing a built environment that is an attractive, healthy place.
- 4.9. The design should minimise the fear of crime by careful design.
- 4.10. The interpretation is a key element and is expected to forward the aims of the centre and to show innovation in design. The specific requirements regarding the themes and content of the interpretive displays must be agreed by specialist subcontractors at the early stages with the Shropshire Council Countryside team and developed in consultation with them.
- 4.11. Shropshire Council are able to provide the names of interpretive design companies we have successfully worked with previously, who could be subcontracted to your team, however the developer is not bound to use one of these.

## 5. COMPLETION DATES & TIME CONSTRAINTS

- 5.1. The project needs to be completed by April 2019.

- 5.2. The paid staff and volunteers will need to have continuous access to the site during this time, but this could be accommodated in a demountable cabin office and with temporary w/cs for staff and visitors in the car park area. Please allow for provision of these in the overall cost.
- 5.3. Work needs to be timetabled so that the café and visitors centre are not closed during the busiest summer period. We anticipate much of the work being done during the Autumn/Winter 2018-19.
- 5.4. The contract award and initiation date is 30<sup>th</sup> April 2018. The delay between receiving tenders and awarding contract is to allow the completion of the match funding application process which requires the inclusion of 3 tender submissions.

## 6. STANDARDS

- 6.1. Construction Standards - All works are to be carried out to the satisfaction of the supervising Approved Inspector / Building Control body, and in accordance with all current Building Regulations Approved Documents, British Standards, Eurocodes (or other applicable codes of practice), Local Authority and fire regulations and the Equality Act. The use of BS9999 to determine fire escape provisions from the unit is not acceptable.
- 6.2. Gross internal areas are to be measured from the inner face of the finished external wall i.e. the inner face of the internal wall lining.

## 7. WARRANTIES & INSURANCES

- 7.1. The developer will provide collateral warranties in an agreed format for all consultants and contractors with design responsibility.
- 7.2. Any consultant or contractor with design responsibility must be required to maintain appropriate professional indemnity insurance for a period of twelve years following completion of the works.

## 8. PLANNING APPROVAL

- 8.1. The developer will be responsible for obtaining full planning approval for the development and for ensuring the discharge of any conditions attached to that approval.

- 8.2. Planning drawings are to be forwarded to Shropshire Council for approval prior to submission.
- 8.3. The developer is to ensure that the planning approval covers any temporary buildings required to support the continuity of the service on site during the construction phase.
- 8.4. The developer is to notify Shropshire Council of any conditions relating to the statutory consents and approvals that may affect their operations in any way.

## 9. BUILDING REGULATIONS APPROVAL

- 9.1. The developer will be responsible for obtaining full building regulations approval for the works and for providing, at handover, a completion notice for those works signed by an approved building regulations inspector.
- 9.2. The developer will be responsible for making all consultations with the Fire Officer and any other relevant bodies. The developer is to prepare a Fire Strategy for the development which is to be agreed with the client body representative prior to start of construction.
- 9.3. The developer will be responsible for ensuring that the layout design, as detailed on the drawings, complies fully with current building regulations relating to means of escape:

## 10. PROGRAMME

- 10.1. The developer will provide the employer with a pre and post contract programme as soon as is reasonably practicable.
- 10.2. The developer will advise the employer of any delays and provide full information in respect of any extensions of time granted under the building contract.
- 10.3. The developer will provide the employer with an assessment of building contract progress and an updated programme at monthly intervals.
- 10.4. The developer will confirm to the employer a definitive Date for Completion 6 weeks before that date is due, to enable the employer to be ready to accept handover fully resourced.



## 11. INFORMATION TO BE PROVIDED BY THE DEVELOPER

11.1. The developer is to provide Employer with the following information in accordance with an agreed information release and approval schedule or as reasonably requested by the Employer:

- i) Planning approval notice and copies of the approved drawings
- ii) Written confirmation from the local authority planners that all planning conditions requiring submission and approval of supplementary information have been discharged
- iii) Designer risk assessments and hazard summaries
- iv) Detailed construction programme
- v) Refuse disposal arrangements
- vi) Details of the extent of each demise within the scheme
  - a. The following information is to be provided within 3 weeks of handover:
    - vii) Health and safety file for the works
    - viii) Operation and maintenance manuals in hard copy (x2) and digital format
    - ix) As built drawings
    - x) Certification of decontamination/remediation where any such works have been carried out
    - xi) CCTV survey of all underground foul and surface water drainage within the site
    - xii) Completion certificate from an approved building regulations inspector
    - xiii) Minimum of 2 sets of keys for each locking mechanism
    - xiv) Fire Officers approval, where applicable

## 12. EMPLOYER APPROVALS

12.1. Where comment or approval is required from the Employer or its consultants, a maximum of 10 working days shall be allowed from issue of the details or sample.

12.2. The developer is to submit full specifications and manufacturers details for the following items, for approval by the Employer:

- i) Copies of all architectural and engineering working drawings, including:

- ii) Site plan showing all hard and soft landscaping, boundary treatments, finished levels, underground drainage and service routes,
- iii) General arrangement plans, sections and elevations at a minimum scale of 1:100.
- iv) Detail sections through external walls, roof and floors at a minimum scale of 1:20 detailing all external facing materials and roof coverings.

### 13. INFORMATION TO BE PROVIDED BY THE EMPLOYER

13.1. The developer will issue on a regular basis an itemised schedule of all information required from Employer and their consultants. The schedule will identify a reasonable timescale for each item, the dates of which will be agreed with Employer and their consultants.

### 14. PRACTICAL COMPLETION / ACCESS DATE

14.1. The Developer should provide no less than 10 working days written notice prior to Practical Completion and a joint inspection is to be undertaken to identify snagging items/outstanding works. There shall be no outstanding works or snagging to be completed after the agreed access date.

14.2. At the access date, the building shall be:

- i) Wind and weather tight and secure
- ii) Snag/defect free
- iii) Internal walls, including glazing complete
- iv) Drainage complete and connected to public sewers, tested and certified (including production of a CCTV survey)
- v) Water and electricity services are available, connected to mains supplies.
- vi) Water supply pipework chlorination certificate
- vii) There shall be clear pedestrian and vehicular access to the buildings with any scaffolding removed
- viii) Building Regulations and Planning Conditions discharged and written confirmation provided
- ix) Completion certificate provided, including:
  - a. EPC certificate
  - b. NICEIC electrical and emergency lighting installation test certificate for any relevant part of the works
  - c. Fire Detection & Alarm system installation Certificate

- d. Building Regulations Completion Certificate (within 14 days of Practical Completion)
- e. Drainage Test Results, including CCTV footage/report
- x) Clear of building materials and rubbish

## 15. RECTIFICATION PERIOD

- 15.1. The rectification period for the developer's works will be 12 months from the date of issue of the Practical Completion Certificate.
- 15.2. Where defects arise the Employer will take up the matter immediately with the Developer. The verbal instruction will be followed by a letter in which a reasonable time limit for rectification will be given.
- 15.3. The developer will ensure that all defects are rectified to the satisfaction of the Employer within agreed timescales. Defects affecting the progression of the fitting out works or the use of the premises will be rectified as soon as is reasonably practicable.

Where a defect renders part of the building unusable, dangerous or insecure, the work should be undertaken the same day as it is reported; this would include such occurrences as major failures in electrical installations, gas leaks, water leaks requiring a shutdown of the system, flooding, failure of door locks, etc.

## 16. MAINTENANCE AND DESIGN

- 16.1. The developer will ensure that the building is designed to minimise future maintenance requirements where possible.
- 16.2. The developer is to provide specific information with regards to maintenance of building fabric.
- 16.3. The minimum design life of the building is to be as follows:
- |      |                             |          |
|------|-----------------------------|----------|
| i)   | Structure                   | 60 years |
| ii)  | Roof coverings              | 20 years |
| iii) | Windows and curtain walling | 25 years |
| iv)  | Drainage                    | 25 years |

v) Car Park / Service Road surfaces 15 years

- 16.4. The developer is to provide copies of all warranties, certificates and guarantees demonstrating compliance of relevant elements with a minimum design life offered.
- 16.5. Roof coverings are to have a design life of 20 years and require no planned maintenance for a minimum period of 10 years.
- 16.6. All penetrations through the roof coverings as required by Employer for services etc. are to be formed and made weather tight by the developer.
- 16.7. The developer is to provide flat roof vents as required by Employer for the termination of soil vent pipes and extract or ventilation.
- 16.8. The developer is to install a certified fall restraint system, or other permanent guarding to provide safe access to any flat roof areas for the purposes of maintenance and repair.

## 17. ACOUSTIC PERFORMANCE

- 17.1. Plant should be selected and suitably attenuated in order to minimise environmental noise impact and to comply with any planning constraints regarding noise levels.

## 18. EXTERNAL WORKS

- 18.1. The developer is to design and construct all external works complying with the following:
- 18.2. External lighting to non-car park areas is to be designed to achieve a minimum of 10 lux and is to be controlled on a time clock and sensors. It shall be in keeping with the overall development and agreed with Shropshire Council prior to installation.
- 18.3. Soft landscaping is to be designed to require minimum maintenance. All new landscaping work inclusive of planting should be completed prior to handover. The planting scheme shall be maintained by the developer for 12 months and any defective planting to be replaced in the following planting season.
- 18.4. All hard surface areas shall be graded to falls into gullies and the drainage shall comply with the requirements of the Building Regulations.

- 17.6 Following completion of the works any car parking areas used for the purposes of enabling the construction, including materials storage, contractor's site facilities, deliveries, contractor's parking, the areas used by temporary cabins etc., shall be made good where necessary, including any white line markings or other methods used to denote car parking bays.
- 18.5. The build-up of hard landscaping shall take into account the prevailing ground conditions and the recommendations of the site investigation report.
- 18.6. Any finish to the external ground must be anti-slip and proven acceptable to the Local Environmental Health Officer and Shropshire Council.

## 19. UTILITIES

- 19.1. The developer is responsible for connecting to all incoming services, namely water, electricity and telephone.

## 20. EMPLOYERS DOCUMENTATION

- 20.1. All documentation provided by the Client is to be regarded as confidential. The developer must take all necessary measures to ensure that documentation remains confidential and is only used for procurement of the Works.
- 20.2. The accommodation provided by the developer is to comply in all respects with the Client requirements as detailed within this brief and associated documents and drawings.
- 20.3. Should the developer wish to deviate from the Client's requirements in any way, any variance should be detailed in a written statement for Tenant's approval.

## 21. PROCUREMENT PRINCIPLES

- 21.1. Please ensure that you have completed the pre-selection questionnaire and attached as part of your submission
- 21.2. Please use the Tender Response Document for your submission and return it in accordance with the Tender letter provided through the Delta e-tendering Portal. This document asks for responses to specific questions and identifies how your responses will be evaluated.
- 21.3. **FINAL DATE FOR TENDER SUBMISSIONS IS 12 NOON ON MONDAY 11<sup>TH</sup> DECEMBER 2017**

personal info

21.4. Associated documents:

- i) Tender Response Document
- ii) Pre-Assessment Questions
- iii) Shropshire Council General Terms and Conditions
- iv) Shropshire Council's Sustainable Construction Policy
- v) Shropshire Council Social Value Charter

21.5. Please note that contractor who would like to visit The Severn Valley Country Park can do so by appointment only. Please contact [REDACTED] for details.

21.6. Any contractor wanting to discuss the interpretation element further can do so by contacting [REDACTED]

21.7. A site location plan for the Severn Valley Country Park and general arrangements drawing for the existing visitors centre can be requested from [REDACTED]

# **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:

<b>'Agreement'</b>	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.
<b>'Associated Person'</b>	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.
<b>'Bribery Act'</b>	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.
<b>"Council Data"</b>	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;
<b>"Council Software"</b>	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;
<b>"Council System"</b>	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;
<b>"Council Representative"</b>	the representative appointed by the Council
<b>"Council"</b>	means Shropshire Council
<b>"Commercially Sensitive Information"</b>	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;
<b>"Confidential Information"</b>	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") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
<b>"Contractor Equipment"</b>	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;
<b>"Contractor Software"</b>	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;

<b>"Contractor System"</b>	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);
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Protection Legislation"</b>	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;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	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)
<b>"FOIA"</b>	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
<b>"FOIA notice"</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
<b>"Form of Agreement"</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
<b>"Goods"</b>	means all goods specified in the Agreement.
<b>"Hazardous Goods"</b>	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).
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
<b>"Law"</b>	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;
<b>"Malicious Software"</b>	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;
<b>"Packages"</b>	includes bags, cases, cylinders, drums, pallets and other containers

<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Price"</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
<b>'Prohibited Act'</b>	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.
<b>"Public body"</b>	as defined in the FOIA 2000
<b>'Purchase Order'</b>	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
<b>"Receiving Party"</b>	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
<b>'Regulated Activity'</b>	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.
<b>'Regulated Provider'</b>	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
<b>"Regulatory Bodies"</b>	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;
<b>"Request for Information"</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>"Security Policy"</b>	the Council's security policy as updated from time to time;
<b>"Services"</b>	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.
<b>'Software'</b>	Specially Written Software, Contractor Software and Third Party Software;
<b>'Specially Written Software'</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
<b>'Sub-Contract'</b>	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.
<b>'Sub-Contractor'</b>	the third parties that enter into a Sub-Contract with the Contractor.
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
<b>"Working Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>"Works"</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
<b>'Writing'</b>	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 Contractor's 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 Contractor's 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 investigation or finding of the Contactor's investigations

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

41.3 The Contactor will make its complaints procedure available on request

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

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

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

<b>Additional definitions for clauses 43 and 44</b>	
<b>"Security Plan"</b>	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> ];
<b>"Staff Vetting Procedures"</b>	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





## A Social Value Charter for Shropshire: Metrics and Measurement

The Social Value Charter for Shropshire sets out how public sector commissioners, service providers, voluntary, community & social enterprise organisations and businesses will aim to improve the social, economic and environmental wellbeing of Shropshire.

Development of a Social Value Charter is essentially a commitment by Charter signatories (which can be the public bodies but is also designed for providers and other organisations) to deliver on a number of principles.

One of the things that we, and many other areas, are trying to get better at is demonstrating and measuring the social value that is delivered. This is crucial to the implementation of the Charter because we will need to establish measures which will demonstrate the nature of, and how much, Social Value which is being generated.

The initial focus for Social Value measures is around Economic value – the Charter principle of ‘Supporting the Shropshire Economy’ with the following specific commitments being demonstrated:

- a. Supporting / purchasing from the local supply chain where possible
- b. Supporting or creating the conditions for growth in the Shropshire economy
- c. Developing education, skills and training opportunities within the Shropshire economy
- d. Employment opportunities for local people
- e. Good conditions of employment and fair wage rates and structures

A review of the approaches to measurement taken in other areas and discussion with the council’s Economic Growth Specialist in the Performance, Intelligence and Policy team has resulted in the creation of measures to support / demonstrate the achievement of these commitments; there may well be more than one measure for each commitment.

It would not be expected or practical that all Charter signatories would report on and demonstrate achievement of all the proposed measures. Measures would be set out in contract specifications for contracted providers and non-contracted organisations would

select measures appropriate to their activities to demonstrate the Social Value they are generating.

The measures to support demonstration of these commitments are as follows:

Supporting / purchasing from the local supply chain where possible	% supply chain spend with Shropshire-based businesses and organisations
Supporting or creating the conditions for growth in the Shropshire economy	Investment brought in to Shropshire: <ul style="list-style-type: none"> <li>• Financial value of investment</li> <li>• As a % of contract value</li> </ul> <p>Contribution to initiatives which support local economic growth – this to be provided as a narrative</p>
Developing education, skills and training opportunities within the Shropshire economy	During a 12 month period: <ul style="list-style-type: none"> <li>• No. apprenticeships</li> <li>• No. training places offered</li> <li>• No. work experience places offered</li> <li>• % of staff offered training / continuing professional development</li> <li>• No. new qualifications achieved by staff / trainees</li> </ul>
Employment opportunities for local people	No. jobs created: <ol style="list-style-type: none"> <li>1. In total</li> <li>2. For Shropshire residents</li> </ol>
Good conditions of employment and fair wage rates and structures	% employees who rate employment conditions favourably

Further measures will be developed by the Social Value Group to support the remaining Charter principles of Promoting Wellbeing in Shropshire and Shropshire being a great place to live.

**The Climate Change Bill set targets for reducing the UK's CO<sub>2</sub> emissions by 30% by 2020, rising to 60% by 2050. Government expects local authorities to lead by example by tackling their own emissions and by encouraging other local organisations to follow suit.**

Nearly 50% of all carbon emissions in the UK are from energy use in buildings, and construction accounts for 30% of total UK waste, so it is important that any new buildings are designed and built to higher standards now to meet the long term targets.

59% of carbon emissions in Shropshire Council's own estate are generated from energy use in its buildings. In order to help meet the target CO<sub>2</sub> reduction of 35% by 2014 it is imperative that refurbishments and new construction, work to meet this target. Whilst long term energy prices are difficult to predict, there is little doubt the upward trend will continue. Investing in low carbon buildings is therefore an insurance against future increases in running costs. Shropshire Council will 'Invest to Save' for the future.

Sustainable construction is an integral part of the Council's over-arching **Sustainability, Environment and Climate Change Policy** and aims to minimise the carbon and general environmental footprint of a building by taking a holistic approach to the design, construction and operation processes. This policy guide (along with the Performance Specification Document) sets out how sustainable design and construction principles should be addressed in a comprehensive and coordinated way for new developments by making them an integral part of the design process. This approach avoids the problems and expense of trying to make changes part way through the process when key decisions may have already been made.

To provide value for money, this policy adopts a long-term, whole lifecycle approach to costing buildings. A lifecycle cost versus benefit comparison will be undertaken on all major projects to take into account future maintenance and running requirements (including future energy prices), to inform the upfront investment.

We will continually monitor the market for new technologies and best practices that can be used to improve the energy efficiency of the buildings we construct whilst actively supporting and participating in research to bring new and innovative systems and technologies to the market place.

**To ensure high standards of sustainable performance are being achieved we will continually monitor developments and review findings on a regular basis.**

**This will include:**

- Holding post project reviews to identify lessons learned and inform future projects.
- Regularly auditing sites to make sure they are being effectively managed to reduce their impact upon the environment, giving due regard to energy use, biodiversity and pollution.

**This policy applies both to new buildings and to any significant extension (over 100m<sup>2</sup>) and refurbishment of existing buildings. It is based on BREEAM's underlying approach to sustainability, which is divided into key areas. These are as follows:-**

**Management** • Commissioning  
 • Construction site impacts • Security

**Waste** • Construction waste • Recycled aggregates • Recycling facilities

**Health and Wellbeing** • Daylight  
 • Occupant thermal comfort • Acoustics  
 • Indoor air and water quality • Lighting

**Pollution** • Refrigerent use and leakage  
 • Flood risk • NOx emissions • Watercourse pollution • External light and noise pollution

**Energy** • CO<sub>2</sub> emissions • Low or zero carbon technologies • Energy sub meeting • Energy efficient building systems

**Land Use and Ecology** • Site selection  
 • Protection of ecological features  
 • Mitigation/enhancement of ecological value

**Transport** • Public transport network connectivity  
 • Pedestrian and Cyclist facilities • Access to amenities • Travel plans and information

**Materials** • Embodied life cycle impact of materials  
 • Materials re-use • Responsible sourcing  
 • Robustness

**Water** • Water consumption • Leak detection  
 • Water re-use and recycling

**Innovation** • Exemplary performance levels  
 • Use of BREEAM Accredited Professionals  
 • New technologies and building processes

The BREEAM scheme awards points for meeting certain criteria in each of the above areas. These points are then weighted for their importance in the overall scheme and they added together to award a rating as detailed in the following table:-

BREEAM Rating	% score
UNCLASSIFIED	<30
PASS	≥30
GOOD	≥45
V GOOD	≥55
EXCELLENT	≥70
OUTSTANDING*	≥85

In addition, there are certain Mandatory points that have to be achieved to gain a rating. These mandatory points vary according to the type of building which is being assessed. Please refer to the BREEAM manuals for further details.

The policy will be applied to all construction related activities including refurbishment, adaptation and new build. The BREEAM covers a wide range of building types and covers activity associated with commercial, industrial, educational, health, community and leisure buildings. There is also a bespoke building assessment.

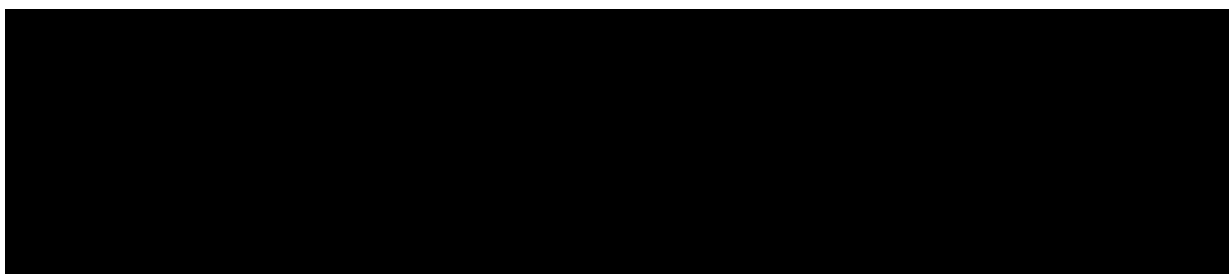
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This will allow the underlying principles of the method to be applied to the majority of construction projects undertaken by the Council and its partners. The criteria for utilisation of the BREEAM will depend on project value and complexity. There may be exceptional circumstances where BREEAM may not be appropriate, for instance buildings which have an historic or conservation status. Further guidance relating to this can be downloaded from [www.breeam.org](http://www.breeam.org)

The principles of the application of BREEAM will be based around the following criteria. The detailed guidance and methodology can be downloaded from [www.breeam.org](http://www.breeam.org) and will be applied as summarised below:

1. New build or extensions in excess of £500,000 will be subject to a formal assessment and will be expected to achieve a rating of "Very Good". The minimum standard accepted will be "Good".
2. New build or extensions in excess of £1,000,000 will be subject to a formal assessment and will be expected to achieve a rating of "Excellent". The minimum standard accepted will be "Very Good"
3. All refurbishment/adaptation schemes with a construction cost in excess of £1,000,000 will be subject to a formal assessment and will be expected to achieve a rating of "Very Good". The minimum standard accepted will be "Good".
4. All other building projects will not necessarily require a formal BREEAM assessment but will be required to adopt key BREEAM principles as set out in the BREEAM manuals available at [www.breeam.org](http://www.breeam.org). Assessments will be undertaken on selected sites by qualified in-house BREEAM assessors and the expectation will be to attain the equivalent standard to BREEAM "Very Good" with the minimum acceptable standard being "Good".

This policy will be adopted by all commissioners of construction projects throughout the Council. In accordance with PRINCE2 project management principles it will be incorporated into both the business case and project mandate for all. This will ensure BREEAM is used at the design and construction phase, to ensure that sustainability is an integral part of the construction project from the outset. The benefits set out within this policy significantly outweigh any additional cost in undertaking formal assessments.



## **Question 1 – Design and Build quality –Quattro**

**Please provide a detailed statement on how you will approach the design and build of the extension to the visitors centre and how you will ensure the project aims are met. Please include any organisational background, accreditation or documentation as required to support your methodology.**

WWT Consulting would work with Quattro Design Architects, PT PROJECTS and an approved contractor to deliver this project. Quattro Design Architects have a great deal of experience in designing and delivering creative, imaginative visitor centres that reflect each client's unique needs. Our team will work closely with SVCP to understand and embrace their core values and vision, holding consultations with consultees and stakeholders throughout the design process.

This project is based on a period of work comprised of the following stages based on the RIBA Works Stages (2013). For the purpose of this project we understand that the deliverables fit into stages 1 to 6 (Preparation and Brief to Handover and Close out) of the 2013 RIBA stages

Quattro Design Architects are fully aware of their responsibilities as designers – risk assessments are undertaken on the scheme during the design process and any residual risk is clearly identified.

Quattro has built a reputation for its expertise and enthusiasm for sustainable design. This is an integral part of our approach to all visitor centre design. Our sustainable approach begins with the basics, starting with passive design and building a strategy that provides a low carbon, energy and water efficient building that enhances ecology and stimulates learning.

Consultation at an early stage is a fundamental part of Quattro's approach to designing successful buildings. We acknowledge that the whole school community. The benefits of effective consultation are clear; consultation engenders a sense of ownership from which the new developments are better planned, understood, used and cared for.

Quattro have a long-term commitment to our collaborative approach to working. It influences how we work both with fellow designers, the project team, users and stakeholders. We firmly believe that an important aspect of our role is the integration and collaboration with others to produce a fully co-ordinated design.

We believe that effective teams are familiar with each other's working methods. We organize early design workshops which establish relationships, and agree a Project Quality Plan that establishes how the disciplines will work collaboratively together. The PQP details the deliverables to be produced by each designer, as well as the inputs required from others to achieve this: the PQP is a transparent document made visible to the entire team and visually held on the project extranet.

Quattro believe that good communication and information management are essential elements of collaborative and integrated design. We are therefore promoting the use of extranet document management systems on projects to ensure up to date information is available to the whole team. We also have our own extranet system attached to our website to enable sharing of images during early design stages.

Building Information Modelling is already having a significant impact on the design and delivery of construction projects. We use 3D imaging to improve communication of design ideas with our clients, stakeholders and the design team. We are currently using BIM models to exchange 3D information with other designers and enable the early stage environmental assessment of scheme, which has proven invaluable to projects with tight time scales.

Throughout Quattro's 10 years of delivering project management services within the public and voluntary sectors, we have been involved in a wide range of multi-use schemes across the West Midlands and South West Regions.

We would deliver benefit to the project generally by:

- our clear, concise and timely communication
- having the needs of the customer in focus at all stages
- eliminating project risks as far as possible and managing those that remain, ensuring costs are attached to each risk
- bringing our considerable design and management experience to each project

We will deliver benefit in the options stage by:

- preparing options for discussion that are feasible in terms of cost and programme
- not being afraid to innovate
- providing plans and 3D images so proposals can be fully understood
- recording advantages and disadvantages of each option
- having samples of materials available for direct product testing
- continuing with our stakeholder engagement process ( this is described in answer to question D.2, please refer) where, having established the vision, we go on to present options for comment. We would be clear about what the client and stakeholders are being asked to consider about the different options
- fully documenting the process to ensure a clear trail of decision making. This would also ensure that BREEAM credits were achieved.

We would deliver benefit when managing stage deliverables by:

- adopting the action plan/programme established at the initial project workshop as a team document monitoring stage deliverables
- ensuring sign off at each stage
- ensuring that the approach to sustainability is fully described and understood and that an initial BREEAM workshop is undertaken to set the standards required and ensure costs are identified for required credits

- considering alternative building options – traditional construction, modular construction, standardised components.
- considering local opportunities

From the very start of a project, it is essential to work closely with the appointed cost consultant to ensure clarity. This work is focused in two key areas, the preconstruction design and the construction development phase, which also includes post contract evaluations.

The successful management of costs at each stage is critical to any project. As the Architect we would ensure the project is kept within the strict cost allowances, however, we strongly believe that costs are the responsibility of every member of the design team.

We take a proactive approach to cost issues in association with the Cost Consultant and our Design Team, and we aim to:

- review the basis for costings up to the stage at which we were appointed and advise on their suitability
- produce regular cost reports so that any deviation from the cost plan can be corrected on a rolling basis to avoid any 'nasty surprises'
- instigate regular design team project reviews with senior staff checking the progress of the schematic design for uneconomic features
- value engineer: at appropriate stages, we would lead a value engineering workshops to examine all aspects of the project's costs
- recognise the effect of the programme on costs
- take into account life cycle costs, not just capital costs
- take into account and include appropriate sums for risk

During the design phase, regular design team meetings enable the team to work closely with the cost consultant to review materials and methods of construction without jeopardising the suitability for the end users of the final building. At an early stage, the design team and client can be made aware of the cost impact of decisions being considered or undertaken throughout the design. A regularly updated cost plan is issued as the scheme design and detail design progresses and this is reviewed at formal Project Tea meetings. This cost plan allows us to monitor the budget closely, ensuring a financially realistic design that meets the project brief is progressed. We believe successful budget management in the design phase relies on:

- open communication within the project team
- effective budget monitoring systems
- regular cross-checking
- clear decision making on the part of the client and design team
- change control recording processes

Once the outline design principals are set, it is essential to make sure that cost management continues into the detail design and construction phase. We understand the client is considering a two stage contractor selection process. This will enable the contractor to advise the design team during the detail design stages regarding the most economic methods of construction, phasing and methodology. During these stages we would expect the contractor to be involved in:-

- value engineering exercise



- review the use of prefabrication techniques
- CDM issues relating to phasing of construction and a working school environment
- establishing a change control process
- add value to the design process

Quattro actively participate in more than a dozen frameworks providing high quality architectural services to local authorities, health trusts and housing associations. We maintain our high quality service and avoid the “onset of complacency” by a combination of internal quality management systems, external review and active staff participation in the achievements of the company.

**Quattro Design Architects**

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**Question 2 - Interpretative planning quality**

Please provide a detailed statement on how you will approach the development of an interpretive master plan for the Visitors Centre and how you will ensure the project aims are met. Please include any organisational background, accreditation or documentation as required to support your methodology.

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**Our vision for the interpretation**

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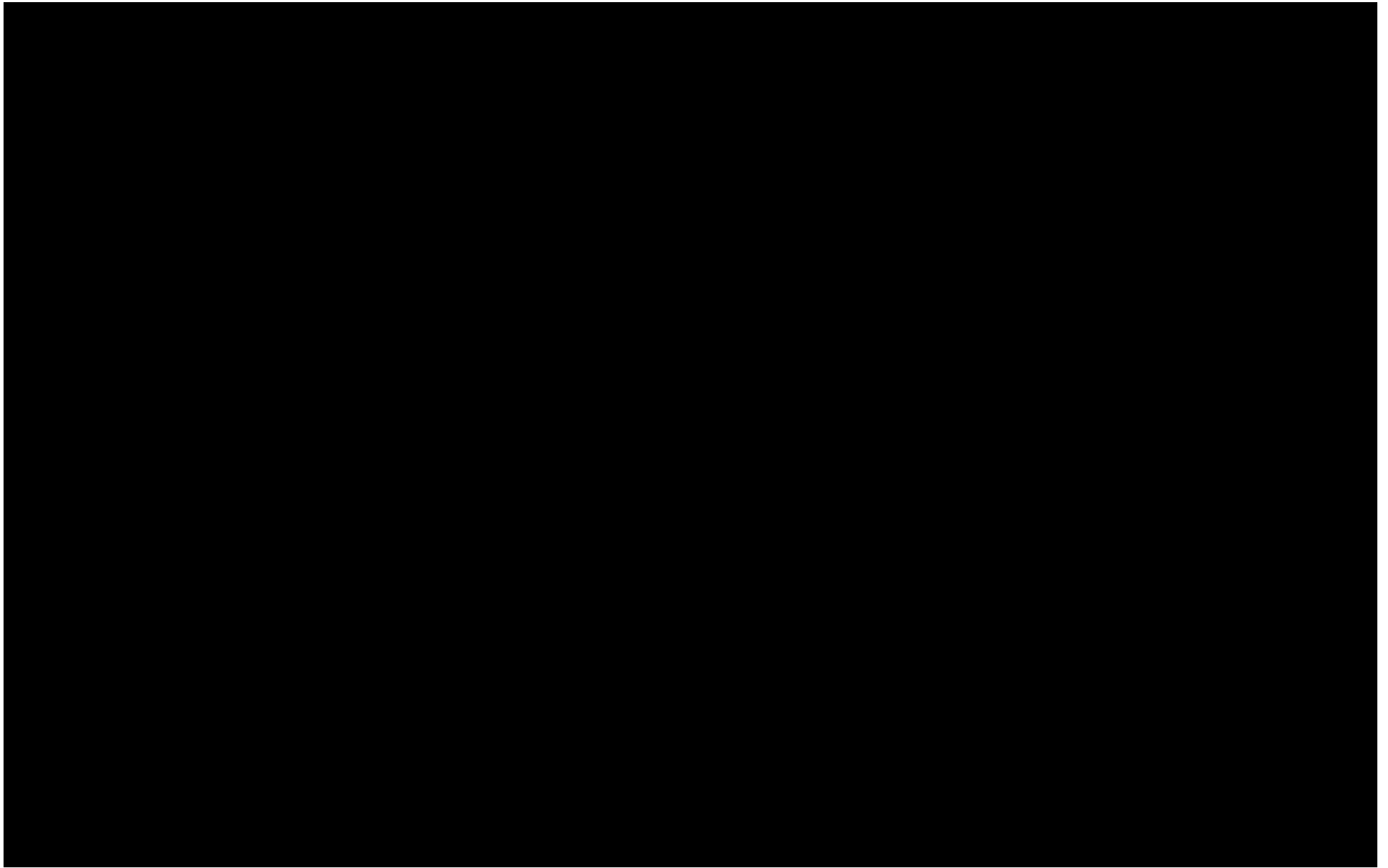
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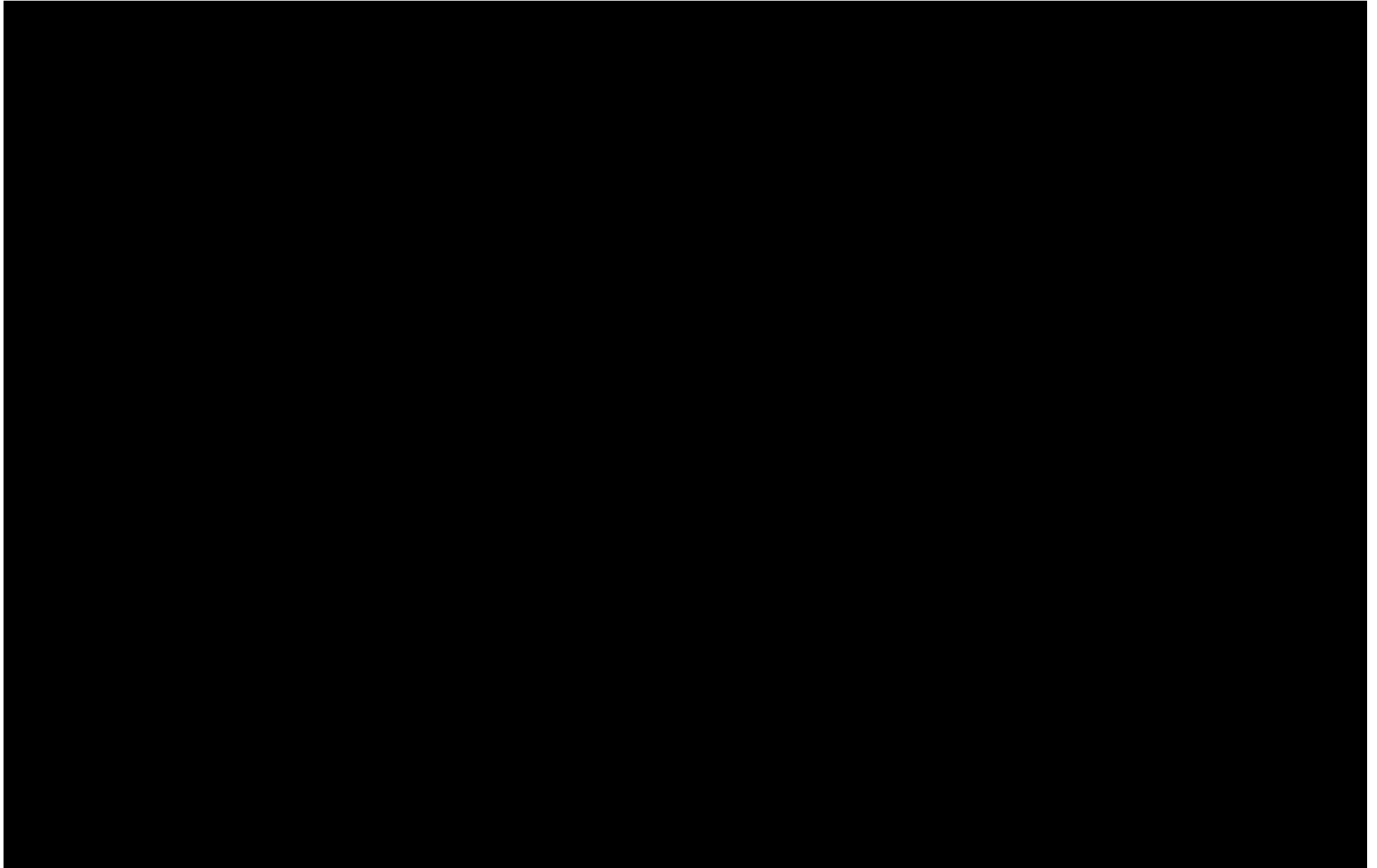
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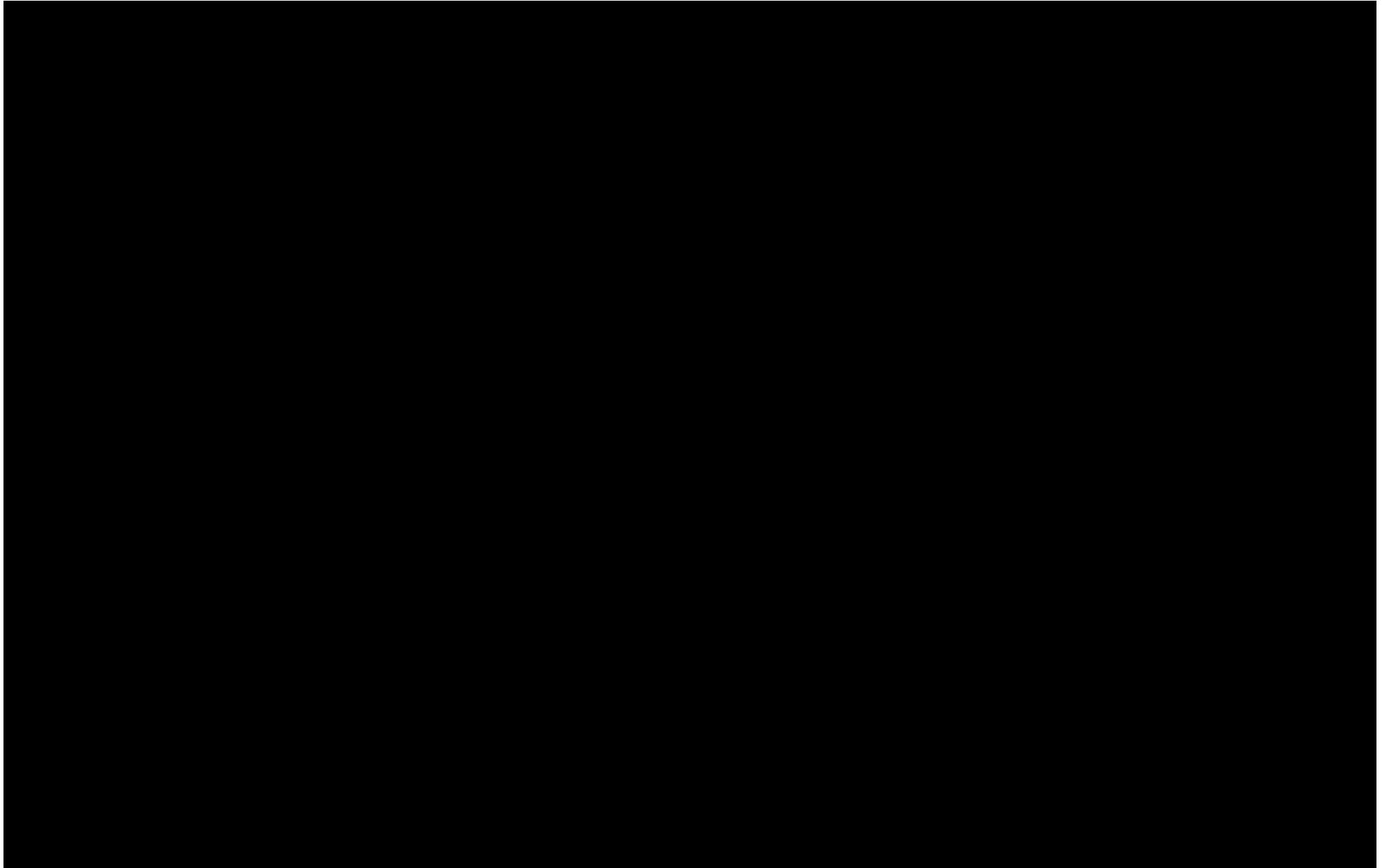
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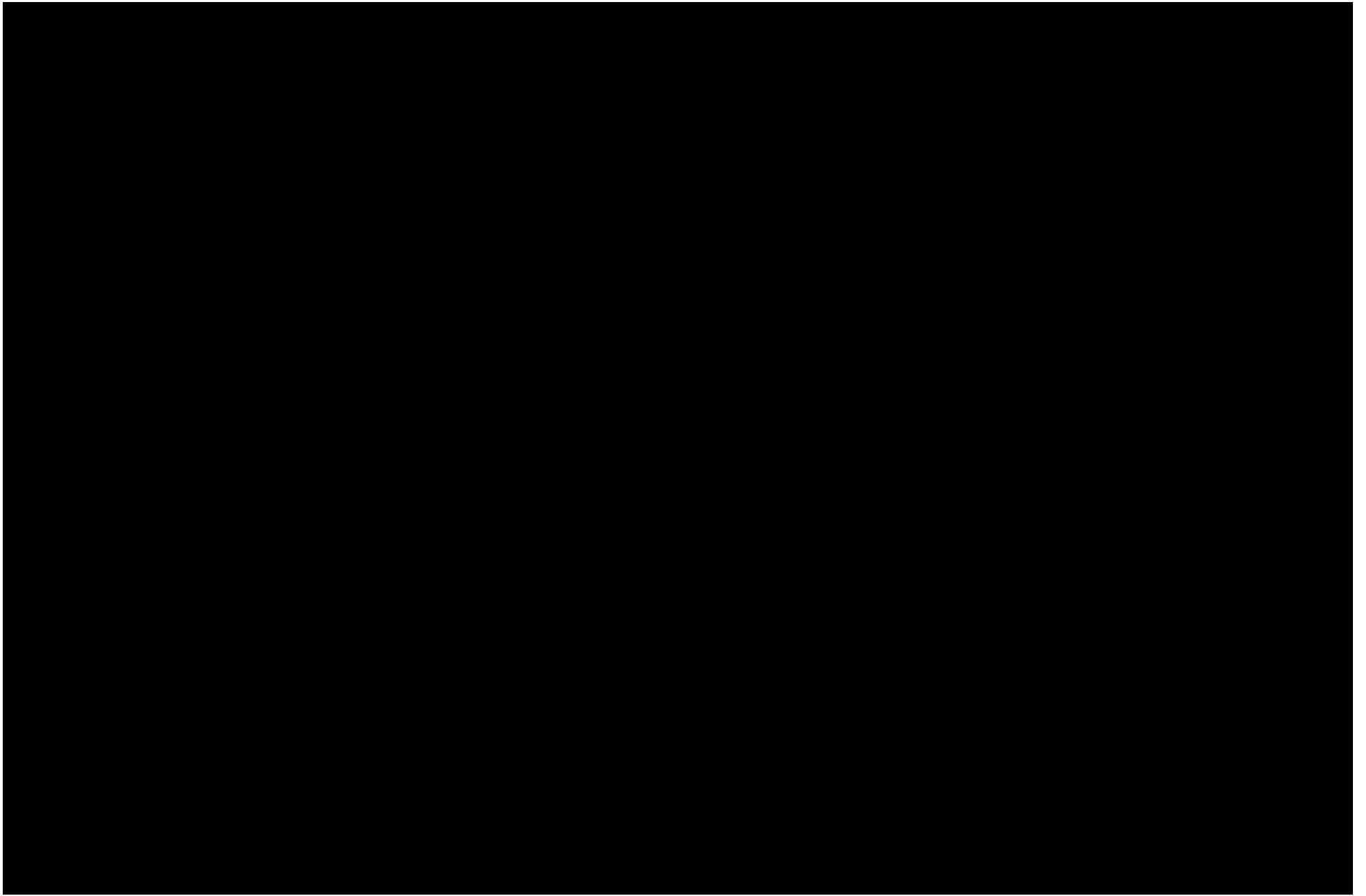
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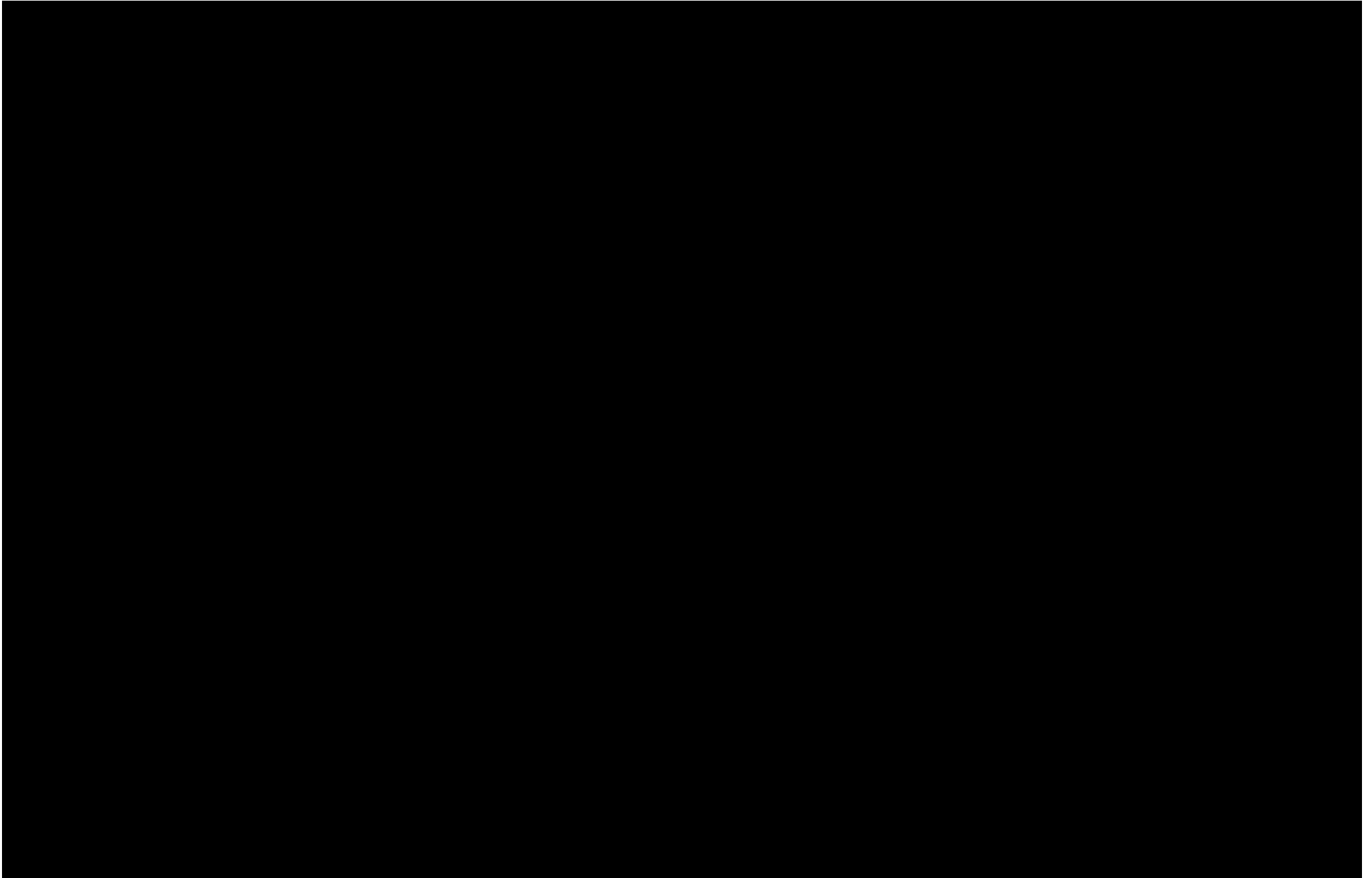
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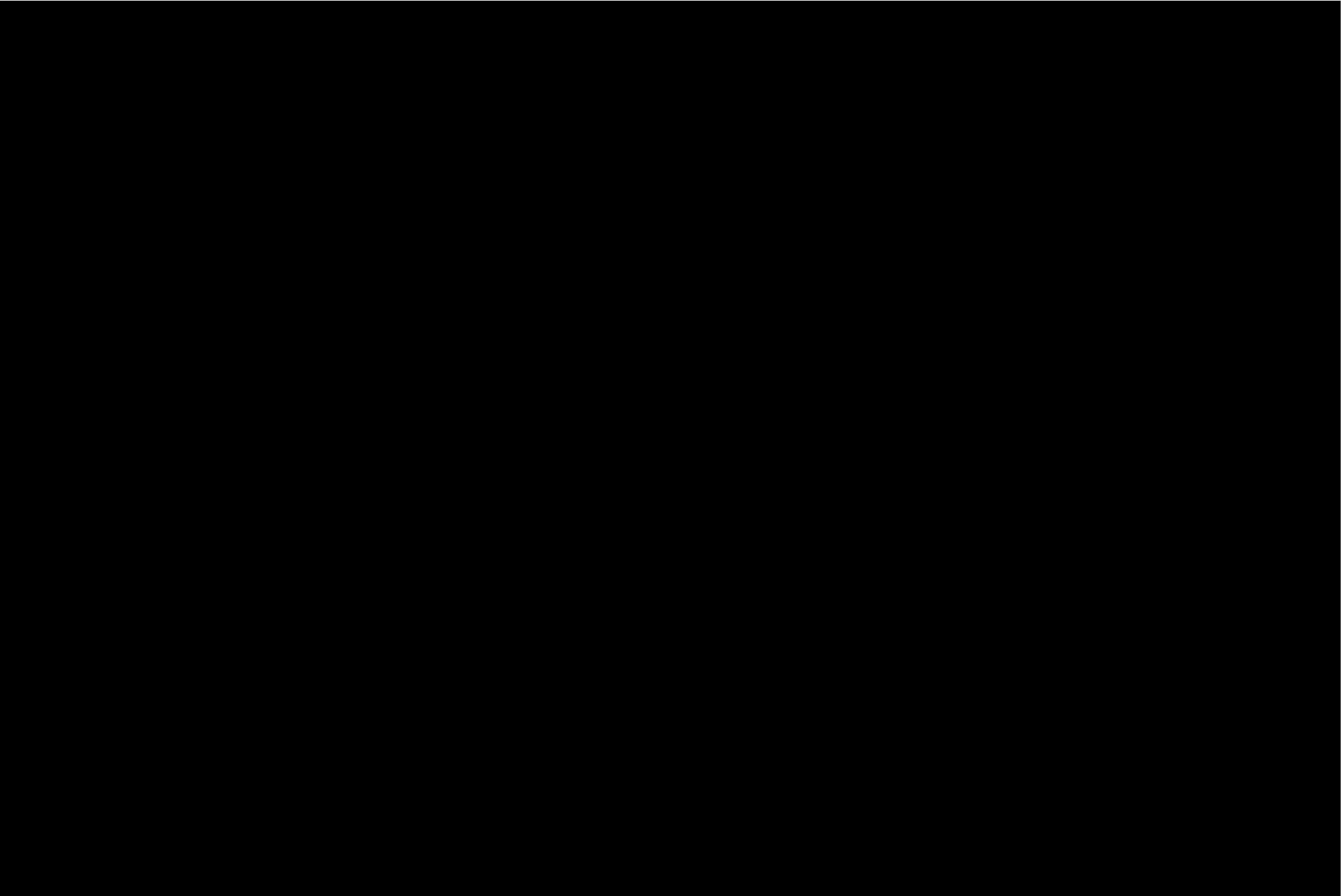
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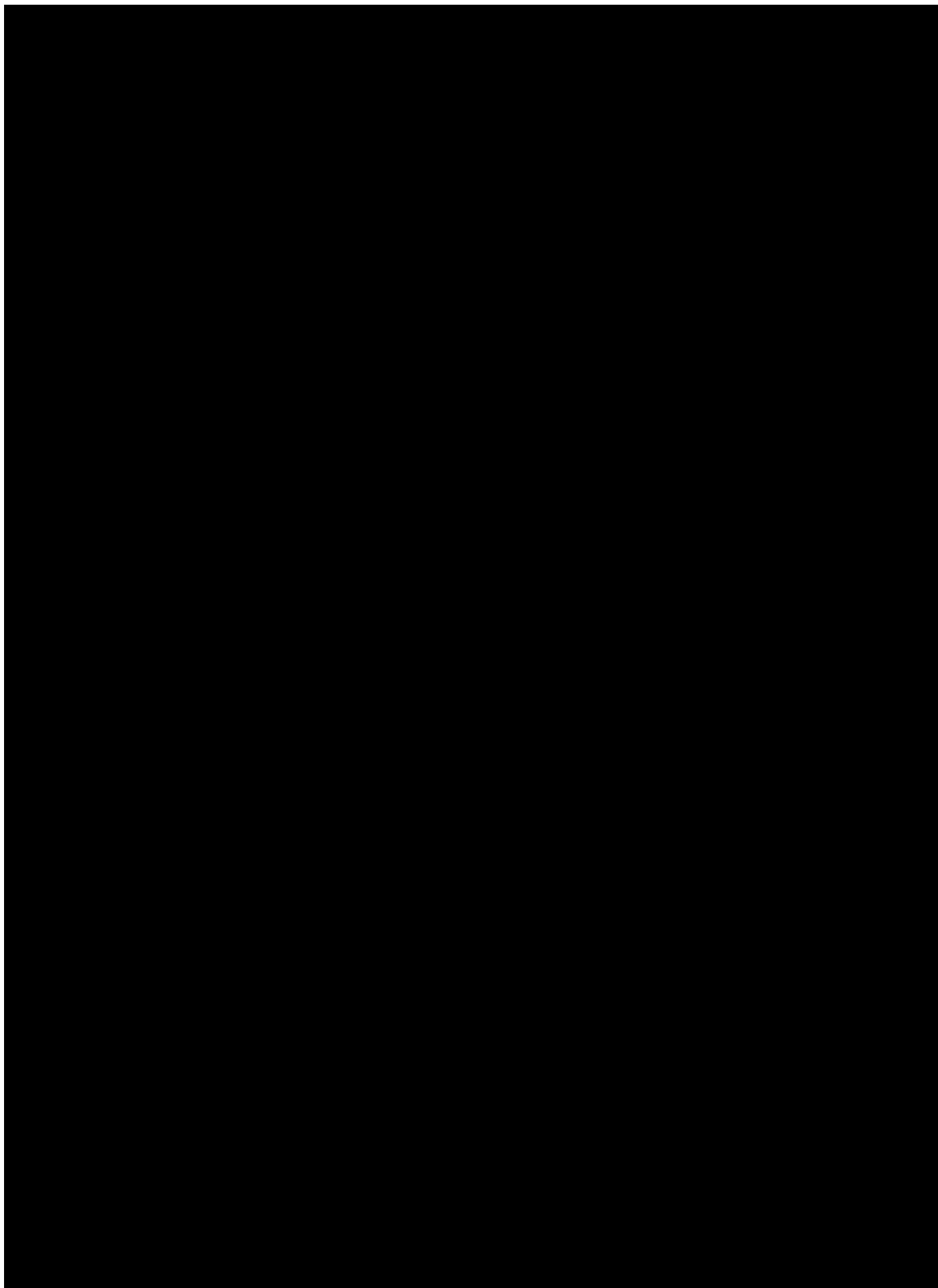


### Question 3 – Case Study 1

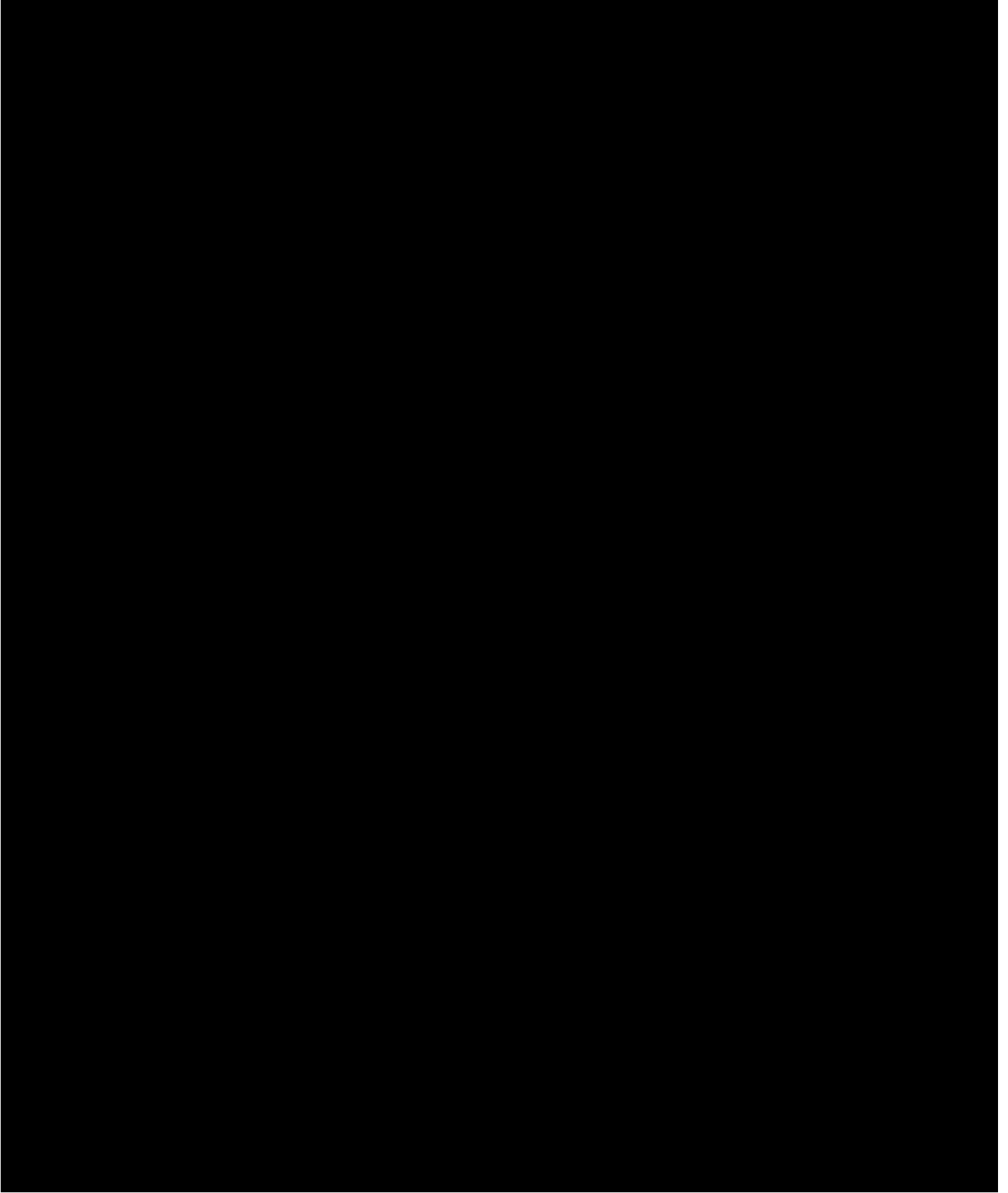


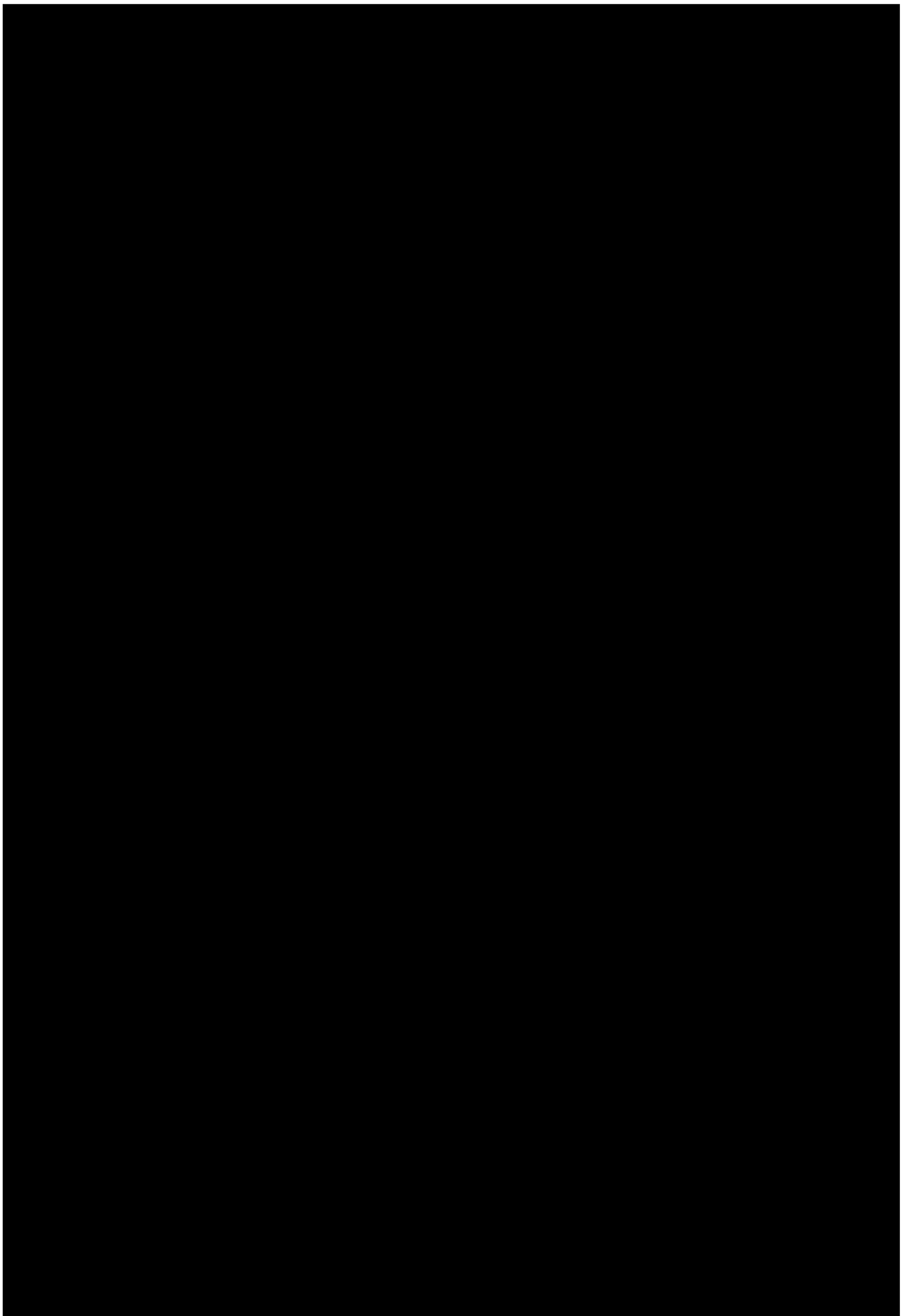
## Question 4 – Case Study 2

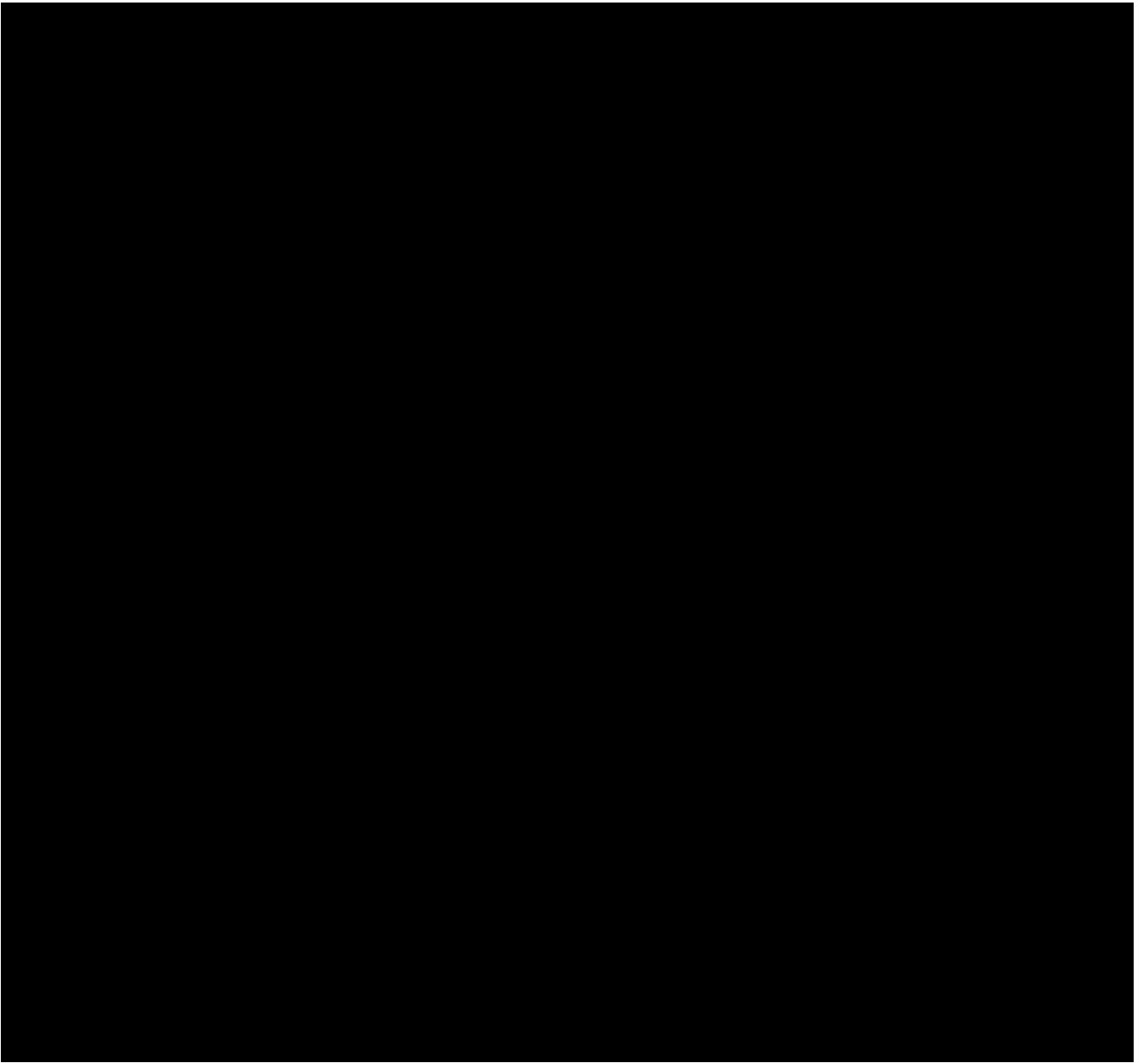




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WWT Consulting Ltd  
Wildfowl & Wetlands Trust  
Slimbridge  
Glos.  
GL2 7BT

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Emailed to: [REDACTED]

22nd January 2018

Dear Monica

## **DMNV 004 - EXTENSION TO SEVERN VALLEY COUNTRY PARK VISITORS CENTRE AND ASSOCIATED INTERPRATIVE WORK, ALVELEY, BRIDGNORTH**

### **SHROPSHIRE COUNCIL**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice. 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 bid. A mandatory "standstill" period is now in force; this period will end at midnight on 2<sup>nd</sup> February 2018.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have be no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

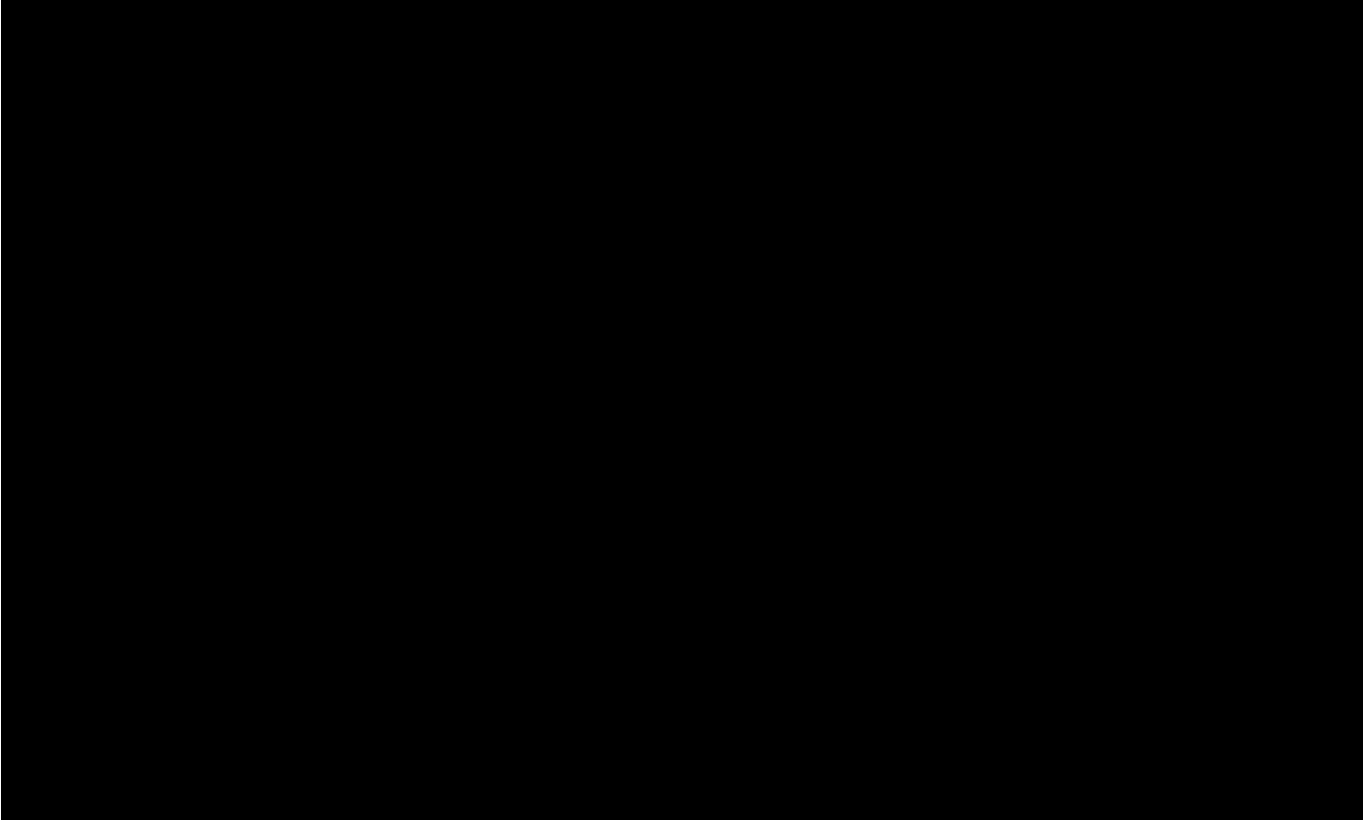
Criteria	Your Score	Winning Tenderer Total Score	Your Rank (out of all 4 tenders received)
Quality	[REDACTED]	[REDACTED]	[REDACTED]
Price	[REDACTED]	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]	[REDACTED]

For your further information, we would confirm that your quality submission was scored



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against the published scoring scheme and the stated award criteria and received the marks set out:



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

Yours faithfully

