

**Cotswold & West
Oxfordshire Tourism**
Council Offices
Woodgreen
Witney
Oxon OX28 1NB
Tel: 01993 861080
www.westoxon.gov.uk



15/11/2016

Dear Sir

Invitation to Tender for the Provision of Printing and Delivering of the Annual Great Days Out Publication 2017

West Oxfordshire District Council (the "Council") is inviting competitive tenders for the provision of Printing and delivering of the annual Cotswolds Tourism Great Days Out Guide publication.

If you are interested in providing a tender please complete this submission in full and return it as explained below.

Instructions for Completion

Please answer all of the questions as accurately and concisely as possible or mark those not applicable as 'N/A' and provide an explanation.

Response boxes will expand to accommodate your answers, but if necessary continue on a separate sheet where space/layout on this form is restrictive.

Returning your Tender

Please email cotswoldstourism@cotswold.gov.uk to confirm that you have received the request for proposal and whether you intend to submit a quotation.

Any questions relating to this process should be received by 7th December 2016 to cotswoldstourism@cotswold.gov.uk .

The closing date for receipt of completed tenders is 1200 hours on 9th December 2016.

Please ensure that all declarations (Appendix A-D) have been completed, signed and returned with your submission.

Please note that the Council will not consider late returns. It is your responsibility to ensure that your submission is received in good time before the deadline.

The Council encourages you to complete the submission electronically and return to the Council by email to Sally Graff at cotswoldstourism@cotswold.gov.uk placing in the subject:

“Printing Tender for Cotswolds Great Days Out Guide 2017”.

If completing in hardcopy format, please answer the questions in the same order as the document, and reference each answer to the relevant question. Please send your completed response to:

Sally Graff & Cotswolds Guide team
Printing Tender for Cotswolds Guide 2017.
C/O Cotswold District Council
Council Offices
Trinity Road
Cirencester
Gloucestershire
GL7 1PX

Statement of Requirement

Each year Cotswold & West Oxfordshire District council’s work with other local authorities and Cotswolds Conservation Board as Cotswolds Tourism Partnership, to produce an annual visitor guide to showcase the destination of The Cotswolds. I enclose a link for the current 2016 Great Days Out Guide so you can see the type of print.

<http://content.yudu.com/Library/A3ze0g/TheCotswoldsGreatDay/resources/index.htm?referrerUrl=http%3A%2F%2Ffree.yudu.com%2Fitem%2Fdetails%2F3728418%2FThe-Cotswolds-Great-Days-Out-Guide-2016>

The guide sales are underway and due to close at the end of November so the Cotswolds Tourism Partnership is now looking for quotes to print the guide.

At this stage we cannot be definite on the number of pages but anticipate it to be in the range of 32 pages at lowest to 40 pages and would ask for quotes within these ranges.

The specification would need to be:

Pages to be confirmed but in range 32, upto 40 pages dependent upon sales to be advised by middle of December and be 130 gsm silk.

- A5 size Portrait dimensions standard A5 (148mm (width) x 210mm (height))
- Saddle stitched two wires
- Packaged in boxes in bundles of around 120 guides
- Delivery to be to at least three addresses - two within Gloucestershire, and one within Oxfordshire – any further addresses to be advised by end of December for fulfilment

- Quantity of brochures. We will need to make this decision after sales but please quote on 130 000 & 150 000 copies.

Acceptance and evaluation

Tenders not meeting the minimum requirements will not be accepted.

The Council reserves the right not to accept the lowest or any tender and to annul the invitation to tender process and reject all quotations at any time prior to contract award, without thereby incurring any liability to the applicants.

The council will award the contract on the basis of the most economically advantageous proposal. Evaluation of quotations will be based upon the following criteria and weightings.

Discretionary pass/fail criteria		
Question	Criteria	
Declarations	All declarations signed (Appendix A – D)	
1	Financial Standing	

Weighted selection criteria (out of a possible 100%)		
Question	Criteria	Weighting
2	Insurance	5%
3	Quality Management/professional/trade membership	2.5%
4	Capacity, Expertise, Experience	15%
5	Strength of at least 1 reference	5%
6	Examples of similar work	10%
7	Delivery details	2.5%
Financial Proposal	Overall Financial Proposal	60%
	Total	100%

Please provide your contact details in the event of queries arising in relation to this pricing document.

Company Name	
Company Address	
Contact Name	
Telephone Number	
Email Address	

Any orders placed as a result of this request for proposal will be on the Council's general Terms and Conditions of Purchase (Appendix E). In addition to the general terms and conditions the Council will provide bespoke terms and conditions for particular circumstances.

Yours faithfully



Sally Graff
Tourism and Business Support Manager
Cotswold & West Oxfordshire District Council on behalf of Cotswolds Tourism
Partnership

Tenderer's Response to Statement of Requirement (please complete all questions and return)

1. Please complete the table below detailing turnover for the last three financial years.

Financial Year	Total Annual Turnover (£)	Profitability (as a % of turnover before tax)
Registered Address		
Company Registration Number (if applicable)		

The Council may carry out a credit check on your organisation.

2. Please provide details of all insurance cover currently in force.

Insurance	Insurer	Policy No	Cover (£)	Renewal Date
Public Liability Min £5,000,000				
Employers Liability Min £5,000,000				

3. Does your organisation hold a recognised quality management certification (e.g. BS/EN/ISO 9001 or equivalent) and/or is a member of a relevant trade/professional body?

YES/NO

If yes, please detail those certificates held and/or trade/professional membership details.

If not, does your organisation have a quality management arrangement in place (including processes/procedures that are compliant with legal requirements)?

YES/NO

Please Detail

4. Please detail your organisations technical capacity and expertise and experience over the last five years of carrying out similar printing. To include qualifications and or training of staff that would be involved in the delivery of this contract (maximum 500 words / 2 A4 Sheets etc).

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5. Please provide details of two references from existing clients in the last three years that are relevant to the Council's requirement

	Reference 1	Reference 2
Company Name and address		
Contact Name Phone Number Email address		
Company website address		
Date contract awarded		
Date contract completed		
Value of contract (£)		
Brief description of contract		
If you cannot supply at least one reference, please briefly explain why		

6. ***Please provide some examples of work you have carried out that is similar to the job described in the statement of requirement sending examples of work also.***

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7. ***Please confirm what mail out requirements your company has, making it clear whether this is an in-house function or an arrangement you have with a third party.***

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Financial proposal

Please insert your quotation prices excluding VAT into the table below. Quotations to be valid for 60 days from the tender return date.

Number of Pages	Number of Copies	Printing Cost Excluding VAT £	Delivery Cost Excluding VAT £	Total Cost (Printing plus Delivery) Ex VAT £
32 – 36	130,000			
32 – 36	150,000			
36 - 40	130,000			
36 - 40	150,000			
Organisations Name				
Signed				
Position				
Date				

Appendix A

Declaration

For the provision of Printing of Cotswolds Tourism Great Days Out Guide 2017

I certify that the information supplied is accurate to the best of my knowledge and belief.

I understand that **West Oxfordshire District Council** may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition your specific attention will be drawn to the clause in the proposed contract empowering the Authority's to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

Signed _____

Position held _____

For and on behalf of _____

Date _____

Before returning this application form, please ensure that you have: -

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

N.B. APPLICATIONS MAY NOT BE CONSIDERED UNLESS ALL THE ABOVE HAS BEEN PROVIDED

Appendix B

Statement relating to good standing – Grounds for obligatory exclusion (in eligibility) and criteria for rejection of candidates in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)
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West Oxfordshire District Council

Provision of printing for Cotswolds Great Days Out Guide 2017

We confirm that, to the best of our knowledge the Applicant is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/JHA;
- (b) Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
- (c) The offence of bribery;
- (d) Bribery within the meaning of section 1 or 6 of the Bribery Act 2010
- (e) Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) The offence of cheating the Revenue;
 - (ii) The offence of conspiracy to defraud;
 - (iii) Fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft Act (Northern Ireland) Order 1978;
 - (iv) Fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (v) Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) An offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or

- (vii) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006
- (f) Money laundering within the meaning of section 340 (11) of the Proceeds of Crime Act 2002; or
- (g) An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- (h) An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant state.;

Organisations Name	
Signed	
Position	
Date	

Discretionary grounds for rejection

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;

- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is now established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisations Name	
Signed	
Position	
Date	

Appendix C

Freedom of Information Act

As you know, from January 2005, the Council is required to comply with the provisions of the Freedom of Information Act 2000 (the "Act"). This means that all information held by the Council has the potential to be disclosed to a member of the public requesting it. In order to limit disclosure it is necessary to categorise information as exempt information under Part II of the Act.

Typical exemptions which might apply are as follows:-

- (1) Information that constitutes a trade secret.
- (2) Information the disclosure of which would, or would be likely to prejudice the commercial interests of any person, including the Council.
- (3) Commercial information, which can be kept confidential for an agreed period following which, you acknowledge it will be released if a request for it is received under the Act. The Act defines commercial information as a trade secret, or information, the disclosure of which would prejudice the commercial interests of either party.

Therefore in submitting your tender, quote or proposal to the Council, you are asked to clearly identify which of the information you have provided you desire to be kept confidential as exempt information. Please also specify the period of confidentiality, which you reasonably consider should be applicable to that information. The Council may or may not be able to comply with this request.

You should also be aware, that any information you consider to be commercially confidential, may at a later date cease to constitute exempt information, or it may subsequently prove to be in the public interest to disclose such information. Also, please note that any decision on non-disclosure of information could later be overridden by the Council's obligations to disclose under the Act

Please list any information you wish to be kept as confidential.

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Appendix D

Transparency Certificate

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("The Act") the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Council to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Council decides.

Applicant's signature

Print name(s) in full

Dated this

Day of

Name and address of company

Appendix E: Terms and conditions of an agreement for the supply of goods and/or services. Conditions of contract

CONDITIONS OF CONTRACT

1. **DEFINITIONS**

In these Conditions:
'Bribery Laws' means the Bribery Act 2010 and all other applicable UK Legislation, regulations and codes in relation to bribery or corruption in any other relevant jurisdiction
'Contract' means the contract between the Council and the Contractor consisting of the Order, these Conditions of Contract, and any other documents (or parts thereof) specified in the Order.
'Contract Price' means the price of the Goods to be supplied by the Contractor as stated in the Order
'Contractor' means the consultant, person, firm or company to whom the Contract is issued;
'Council' means Cotswold District Council;
'Goods' means the goods to be supplied as stated in the order
'Project' means the services to be provided as specified in the Order,
'Order' means the purchase order accompanying these Conditions of Contract
'Services' means the services to be provided as specified in the Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;
'Site' means the location where the Services or Project are to be performed, as specified in the Order;
'Quote' means the documents setting out the Council's requirements and the offer from the Contractor to provide the Services, Goods or Project
2. **INSPECTION OF PREMISES AND NATURE OF GOODS SERVICES OR PROJECT**

The Contractor is deemed to have inspected the Site before submitting his Quote so as to have understood the nature and extent of the Services or Project to be carried out and satisfied himself in relation to all matters connected with the Goods, Services or Project and the Site.

 - 2.2 The Council shall, at the request of the Contractor, grant such access as may be reasonable for this purpose.
 - 2.3 The Contractor shall complete the Services or Project with reasonable skill, care and diligence in accordance with this Contract.
 - 2.4 The Contractor shall provide the Council with such reports on the Services or Project at such intervals and in such form as the Council may from time to time require.
3. **CONTRACTOR'S STATUS**

In carrying out the Services, the Project or supplying the Goods the Contractor shall be acting as principal and not as the agent of the Council. Accordingly,
 - (a) the Contractor shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Council, and
 - (b) nothing in this Contract shall impose any liability on the Council in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Council to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of the Council, his staff or agents.
4. **CONTRACTOR'S PERSONNEL**

The Contractor shall take reasonable steps to prevent unauthorised persons being admitted to the Site. If the Council gives the Contractor notice that any person is not to be admitted to or is to be removed from the Site or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Council the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered. The decision of the Council shall be final and conclusive.

 - 4.2 If required by the Council, the Contractor shall give to the Council a list of names and addresses of all persons who are or may be at any time concerned with the Services or Project or any part, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require.
 - 4.3 The Contractor shall bear the cost of any notice, instruction or decision of the Council under this condition.
5. **MANNER OF CARRYING OUT THE SERVICES**
 - 5.1 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Site without obtaining the Council's prior consent.
 - 5.2 Non exclusive access to the Site shall be granted by the Council to enable the Contractor to carry out the Services or Project concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Council may reasonably require.
- 5.3 The Council shall have the power at any time during the progress of the Services or Project to order in writing:
 - (a) the removal from the Site of any materials which in the opinion of the Council are either hazardous, noxious or not in accordance with the Contract, and/or
 - (b) the substitution of proper and suitable materials and/or
 - (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of material or workmanship, is not in the opinion of the Council in accordance with the Contract.
- 5.4 On completion of the Services or Project the Contractor shall remove his plant, equipment and unused materials and shall clear away from the Site all rubbish arising out of the Services and leave the Site in a neat and tidy condition.
6. **TIME OF PERFORMANCE**
 - 6.1 The Contractor shall begin and complete the performance of the Services or Project and/or supply the Goods on the dates promised or stated in the Order. Time is of the essence of the Contract.
 - 6.2 The Council may:
 - (a) by written notice require the Contractor to execute the Services or Project in a particular order
 - (b) require the Contractor to submit detailed programmes of work and progress reports for the Services or Project.
 - 6.3 Failure to supply Goods within time shall enable the Council to release it self from any obligation to accept or pay for the Goods and/or to cancel all or part of the order without prejudice to any other rights or remedies.
7. **PRICE, RISK, FEES AND PAYMENT**
 - 7.1 Payment shall be due 28 days after completion of the Service or Project or after receipt of the Goods or after the Payment Date as set out in the Order provided that the Goods, Services or Project have been supplied in accordance with the Order, to the Council's satisfaction and after receipt of detailed invoices.
 - 7.2 VAT, where applicable, shall be shown separately on all invoices.
 - 7.3 Where the Council has agreed to pay the Contractor fees on a time spent basis rather than a fixed contract price;
 - a) the Council shall pay to the Contractor the fees at the rate specified in the Order and
 - b) The Contractor shall be entitled to be reimbursed by the Council the amount of any expenses previously agreed between the parties and confirmed in writing by the Council and reasonably and properly incurred by the Contractor in the performance of his duties hereunder subject to production of such evidence thereof as the Council may reasonably require.
 - 7.4 The Council will not accept any increase in the Contract Price or fees specified in the Quote.
 - 7.5 Property and risk in Goods pass to the Council upon delivery but without prejudice to any of the rights or remedies including the rights under clause 10.
8. **THE GOODS**
 - 8.1 Any Goods shall be to the reasonable satisfaction of the Council and shall conform in all respects with any particulars specified in the Order.
 - 8.2 Any Goods shall conform in all respects with the requirements of any legislation currently in force.
 - 8.3 Any Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Contractor by the Council and the Council relies on the skill and judgement of the Contractor in the supply of the Goods and the execution of the Order.
9. **DELIVERY OF GOODS**

The Goods shall be delivered to the place named in the Order
10. **INSPECTION, REJECTION AND GUARANTEE OF THE GOODS**
 - 10.1 The Contractor shall permit the Council to make any inspections or tests it may reasonably require and the Contractor shall afford all reasonable facilities and assistance free of charge at his premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Council of any rights or remedies in respect of the Goods.
 - 10.2 The guarantee period for the Goods shall be 12 months from putting into service or 18 months from delivery whichever shall be the shorter (unless agreed otherwise in writing between the Parties).
- 10.3 Any Goods rejected by the Council under this clause 10 shall be collected by the Contractor at the Contractor's risk and expense
11. **LABELLING AND PACKAGING OF GOODS**
 - 11.1 Goods shall be packed in accordance with the Council's instructions and shall be clearly marked with the Order Number, the net, gross and tare weights, the name of the contents and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 - 11.2 All packaging materials will be considered non-returnable and will be destroyed
 12. **HEALTH AND SAFETY**
 - 12.1 The Contractor represents and warrants to the Council that the Contractor comply with all current Health and Safety legislation.
 - 12.2 The Contractor shall make available to the Council adequate information about the use for which any Goods have been designed and about any conditions necessary to ensure the safe use of the Goods.
 13. **FREE-ISSUE MATERIALS**
 - 13.1 Where the Council issues materials free of charge to the Contractor such materials shall remain the property of the Council. The Contractor shall maintain all such materials in good order and shall use the materials solely in connection with the Contract. The Contractor shall notify the Council of any surplus materials remaining after completion of the Services or Project and shall dispose of them as the Council may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of his servants, agents or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the Council, the Contractor shall deliver up such materials whether processed or not to the Council on demand.
 14. **AUDIT**

The Contractor shall keep and maintain for six years after completion of the Contract records to the satisfaction of the Council of all expenditures which are reimbursable by the Council and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by the Council on a time charge basis. The Contractor shall on request afford the Council or its representatives such access to those records as may be required by the Council.
 15. **PATENTS AND COPYRIGHT**
 - 15.1 Except to the extent that the Services or Project incorporate designs furnished by the Council, the Services or Project will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the Council against all actions, claims, demands, costs and expenses which the Council may suffer.
 - 15.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials:
 - (a) furnished or made available to the Contractor by the Council are hereby assigned to and shall vest in the Council;
 - (b) prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Council absolutely, and the Contractor shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without prior written consent of the Council use or disclose any such specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Contractor may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to the Council or the Contract in any advertisement without the Council's prior written consent.
 - 15.3 The provisions of this Clause 15 shall apply during this Contract and after its termination howsoever arising.
 16. **INDEMNITY AND INSURANCE**
 - 16.1 The Contractor shall indemnify and keep indemnified the Council, against all actions, claims, demands, costs and expenses incurred by or made against the Council, its servants or agents in respect of any loss or damage or personal injury (including death) which arises out of or in connection with this Contract.

- 16.2 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Contractor (in respect of which the Indemnity in Condition 16.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Council), the indemnity contained in Condition 16.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Council.
- 16.3 The Contractor shall effect and have in force and shall require any sub-contractor to have in force:
- employer's liability insurance and public liability insurance in a sum of not less than £5,000,000 for any one occurrence or series of occurrences arising out of one event
 - If the Contractor is a consultant, the Contractor shall also maintain professional indemnity insurance during the Contract period and for 6 years to cover its liability to the Council under this Contract, and, on request, shall provide to the Council copies of the policies together with satisfactory evidence of payment of premiums.
- 16.4 The Contractor (if an individual) represents that he is regarded by both HM Revenue and Customs and the Department of Work and Pensions as self-employed and accordingly shall indemnify the Council against any tax, national insurance contributions or similar imposition for which the Council may be liable in respect of the Contractor by reason of this Contract.
17. **EQUALITY/HUMAN RIGHTS**
- 17.1 The Contractor agrees to comply with the Equality Act 2010 including any codes of practice issued thereunder and to perform this Contract in a non-discriminatory manner
- 17.2 The Contractor agrees to assist the Council to meet its responsibility to monitor the equality of the provision of any services provided by the Council. The Council may require the Contractor to complete a questionnaire and/or provide information to the Council on the extent and quality of the Contractor equalities and diversity policies and practice.
- 17.3 The Contractor shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of the protected characteristics.
- 17.4 The Contractor shall notify the Council forthwith in writing as soon as it becomes aware of any Equalities investigation or proceedings brought against the Contractor.
- 17.5 The Contractor shall indemnify the Council in respect of all costs, claims and demands arising from a third party claim resulting from the Contractor's obligations under this clause.
- 17.6 If the Contractor fails to meet the required standards set out in the above legislation or codes of practice and after having been given the opportunity to improve the Council may take further action, including the termination of this Contract.
- 17.7 The Council as a Public Authority has a positive obligation to ensure compliance with the Human Rights Act 1998 (HRA) and as a Contractor working for and on behalf of the Council; the Contractor has a similar duty under the HRA and agrees to deliver effective and appropriate services having due regard to the HRA.
- 17.8 The Contractor shall indemnify the Council in respect of all costs, claims and demands arising from a third party claim resulting from the Contractors obligations under this Condition.
18. **PREVENTION OF BRIBERY**
- 18.1 The Council may terminate the Contract and recover any losses if the Contractor, its employees, directors, agents, representatives or anyone acting on the Contractor's behalf do any of the following things:
- offers, offered, promised or gave a bribe (as defined by the Bribery Act 2010) to the Council or any of its employees or members whether prior to or after the date of this Contract concerning the negotiation, the entering into, the terms and conditions of or the performance of this Contract (even if the Contractor does not know what has been done); or
 - commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members or employees
- 18.2 The Contractor shall comply with the Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws, prevent bribery and use all reasonable endeavours to ensure that:
- it complies with any Council Policies on bribery and corruption
 - all of the Contractor's its employees, directors, agents, representatives or anyone associated or acting on the Contractor's behalf involved in performing this Contract so comply.
- 18.3 The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and all documents published under it.
19. **TERMINATION**
- 19.1 The Contractor shall notify the Council in writing immediately upon the occurrence of any of the following events:
- where the Contractor is an individual if a petition is presented for the Contractor's bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - where the Contractor is not an individual but is a firm or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
 - where the Contractor is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 19.2 On the occurrence of any of the events described in paragraph 19.1 or, if the Contractor shall have committed a material breach of this Contract and (if the breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by the Council in writing to do so or, where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, the Council shall be entitled to terminate this Contract by notice to the Supplier with immediate effect.
- 19.3 Thereupon, without prejudice to any other of his rights, the Council may himself complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefore in any payment subsequently made to the Contractor) all materials, plant and equipment on the Site belonging to the Contractor, and the Council shall not be liable to make any further payment to the Contractor until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Contractor the costs thereof incurred by the Council (including the Council's own costs). If this total cost to the Council exceeds the amount (if any) due to the Contractor, the difference shall be recoverable by the Council from the Contractor.
- 19.4 In addition to its rights of termination under paragraph 19.2, the Council shall be entitled to terminate this Contract by giving to the Contractor not less than thirty days notice to that effect.
- 19.5 Termination under paragraphs 19.2 or 19.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Council and shall not affect the continued operation of Condition 10.
20. **RECOVERY OF SUMS DUE**
Wherever under the Order any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with the Council.
21. **ASSIGNMENT AND SUB-CONTRACTING**
The Contractor shall not assign or sub-contract any portion of the Contract.
22. **NOTICES**
Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by text, telex, facsimile, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
23. **DATA PROTECTION**
- 23.1 The Contractor will deliver effective and appropriate services having due regard to Data Protection principles and compliance with its duties under the Data Protection Act 1998 or any statutory re-enactment thereof and all regulations deriving therefrom.
- 23.2 In the event that the data is held by the Contractor on behalf of the Council and as a direct consequence of the contract between the parties then it will cooperate fully with the Council in the event of any data subject application and the response thereto at nil cost to the Council.
- 23.3 The Contractor shall indemnify the Council in respect of all third party claims resulting from the Contractor's obligations under this Condition.
- 23.4 Subject to Condition 24 below the Contractor agrees to take reasonable steps to keep confidential information relating to the Council which comes into the Contractor's possession and continue to maintain such confidentiality notwithstanding the termination of this Contract save such information that falls within the public domain.
24. **FREEDOM OF INFORMATION/ENVIRONMENTAL INFORMATION REGULATIONS**
- 24.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Contract:
- the Council shall be entitled to publish and/or release any and all terms or conditions of this Contract, the contents of any documents and/or information relating to the formation of this Contract under the provisions of the Freedom of Information Act 2000 or Environmental Information Regulations 2004
 - nothing contained in this Contract shall prevent the Council from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000 or Environmental Information Regulations 2004 any term or conditions or information contained in or relating to the formation of this Contract.
- 24.2 The Contractor shall:
- co-operate with the Council and supply to it all necessary information and documentation required in connection with any request received by the Council under the said legislation.
 - supply all such information and documentation at no cost to the Council and within seven days of receipt of any request.
- 24.3 The Contractor shall not publish or otherwise disclose any information contained in this Contract or in any negotiations leading to it without the Council's previous written consent unless the Contractor is bound to publish and/or disclose such information under the said legislation and such information is not exempt from such disclosure and/or publication under the provisions of the said legislation
25. **ENVIRONMENTAL**
The Contractor shall in its provision of the service use working methods, equipment, materials and consumables, which minimise environmental damage. In particular the Contractor shall ensure that it fully complies with the environmental obligations laid down in the Council's environmental policy, that it is familiar with the Council's environmental policy supplied with the Order and that it will support and assist the Council in meeting the aims laid down in it.
26. **RETURN OF DOCUMENTATION**
On completion of this Contract or termination of this Contract for any reason all files documents and materials whatsoever (including information held electronically) created or held by the Contractor in relation to this Contract shall be delivered to the Council.
27. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
Notwithstanding any other provisions of this Contract nothing in this Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it
28. **HEADINGS**
The headings to Conditions shall not affect their interpretation.
29. **GOVERNING LAW**
These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.
30. **PRIORITY OF TERMS AND CONDITIONS**
- 30.1 Any quotes made to or Orders accepted from the Council for Goods and/or Services under £10,000.00 (excluding VAT) shall be on and subject to these conditions of contract unless otherwise agreed in writing by the Council.
- 30.2 These conditions of contract shall take priority over the Contractor's terms and conditions and no terms introduced by the Contractor shall take priority over these conditions of contract.