



Tender for the provision of cleaning at the Council Offices at Argyle Road, Sevenoaks

Prepared by: Emma Burdett

Sevenoaks District Council
Argyle Road
Sevenoaks
Kent
TN13 1HG

April 2017

Section (1)

INVITATION TO TENDER FOR THE PROVISION OF CLEANING SERVICES

General Information and Instructions for Tendering

Invitation to Tender

1. Sevenoaks District Council (the Council) invites tenders from companies or persons experienced in the provision of cleaning services. The Contract will be for a two year period.
2. Companies or persons selected to submit a tender are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them. Any claim for under-recovery shall be rejected without consideration.
3. Should a person selected to submit a tender be in doubt as to the interpretation of any part of the tender document they should contact the nominated officer, the Facilities Manager (Emma Burdett) who will endeavour to answer written enquiries prior to such tenders being submitted. Emma Burdett can be contacted by email at emma.burdett@sevenoaks.gov.uk or by telephone on 01732227304.
4. Every tender received by the Council shall be deemed to have been made subject to the terms and conditions of the tender documents unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a provider shall if inconsistent with the terms and conditions of the tender documents be deemed to have been rejected by the Council unless expressly accepted in writing.
5. No servant or agent of the Council has authority to vary or waive any part of the tender documents other than the Authorised Officer nominated by the Council and who shall do so only in writing.
6. **Preparation of Tenders**
It is the responsibility of Providers to obtain for themselves at their own expense all information necessary for the preparation of their tender.
7. Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of the tender. Providers must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Providers.
8. All information contained in this Tender (and associated documentation) or in connection with this Invitation to Tender shall be regarded as confidential by the Provider and the Council, except where such disclosure is necessary by the Council pursuant to the Council's obligations under the Freedom of Information Act 2000 or such information is disclosed by the Provider for the purpose of obtaining guarantors and tenders necessary for the preparation of the tender. Providers should indicate in their tender response, areas that they consider are confidential.
9. The tender documents are and shall remain the property of the Council and must be returned upon demand.

10. Tenders must be submitted for the provision of all the services as detailed in the Specification and upon the terms set out in the Contract. Tenders for part only of the specification will be rejected.
11. The Tender should be made on the Forms of Tender incorporated herein. They should be signed by the Provider and submitted in the manner and by the date and time stated in condition 18.2 below. The Provider must also sign and submit:
 - 11.1 the Certificate that the Tender is bona fide duly signed;
 - 11.2 the completed Method Statement.
12. All documents requiring a signature must be signed;
 - 12.1 where the provider is an individual, by that individual;
 - 12.2 where the provider is a partnership, by two duly authorised partners;
 - 12.3 where the provider is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
13. The Provider will supply an itemised tender showing the costs chargeable to the customer for the required cleaning services as well as the amount of any concessionary rates to be offered for those on recognised benefits.
14. The Council will look to accept the most economically advantageous compliant Tender but the Council is not bound to accept the lowest or any tender.
15. Evaluation of Tenders

In evaluating tenders the Council will consider the following in descending order of priority, where possible:

 - (i) Price,
 - (ii) Compliance with specification,
 - (iii) Quality factors,
 - (iv) All information supplied by the Provider in support of their application including Method statements and Suitability Assessment Questions
 - (v) Acceptance of Contract conditions.
 - (vi) Completeness of Response
 - a) Assessed completeness of response.
 - b) Assessed capability of the Provider to support all elements of the Contract
- 15.1 Weighting
 - (i) Value for Money: 60%
 - (ii) Completeness of response, technical merit, assessed capability, concessionary rates, Suitability Assessment Questions response and any other relevant information: 40%

15.2 Evaluation Process

- (i) Officers appointed on behalf of the Chief Executive of the Council will undertake the evaluation process and their recommendation will be reported to the Council's Strategic Management Team and Portfolio Holder for Finance for a decision on the preferred supplier.
- (ii) The evaluation process will commence after the tender return date.
- (iii) The Provider may be asked to supply details of other public authorities that they have provided cleaning services for.

16. The successful provider will be required to execute a formal Agreement incorporating as a minimum the conditions set down in the form attached hereto.

17. Until the execution of that formal Agreement the matter will remain subject to contract.

18. Tender Submission

18.1 The Tender should be made on the Forms of Tender incorporated herein. It should be signed by the Provider and submitted in the manner and by the date and time stated below with the following additional documentation:

18.2 This tender must be placed in a plain sealed envelope bearing no other markings. The potential Provider should stick the red label marked "**Tender for Cleaning Services**" provided on the front of the envelope having first removed a small corner of the label and adhered it to the rear of the envelope. **Tenders must then be sent by registered post, recorded delivery or delivered by hand to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG, so as to arrive no later than midday on the 11th day of May 2017.**

19. The Council will not consider requests for extension of the closing date and time specified.

20. The Council may at its own absolute discretion extend the closing date and time specified.

21. The Provider is expected to keep his tender valid for acceptance for a period of 90 days from the tender return date.

22. The Provider should detail any additional services that they offer on a separate submission.

23. The successful Provider will be required to commence delivery of the specified Cleaning services once Strategic Management Team and the Portfolio Holder for Finance have agreed on a service provider. A months written notice will need to be given to the current provider at this point.

24. The Provider is required to complete the Method Statements attached hereto in order to illustrate how they will comply with the tender requirements and specification.

25. The Certificate that the Provider is bona fide duly signed

26. The Council reserves the right to disregard tenders that are submitted incorrectly.

27. Basis of Tenders and TUPE

Tenders are invited from external Providers (advertised externally South East Business Portal) and the Council's own Direct Services Organisation on the basis that: -

28.1 The current cleaning contract is awarded to an outside organisation (“the Company”) but the Council consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the Regulations) may apply to any external successful provider. If it is the case the undertaking will transfer, the Companies employees engaged on the Service may be eligible to transfer to the successful Provider pursuant to the Regulations.

28.2 The successful Provider may be required to interview and consider for employment any of the Companies existing staff who want to be employed by it.

28.3 The successful Provider will be required to give details of the terms of the employment that they would be prepared to offer to those of the Companies existing staff who elect to leave the Companies service and join the successful Provider.

28.4 As stated potential Providers are advised that that the Regulations may apply to this service. Providers should seek their own legal advice in this regard. In the event of the Regulations applying to the service the Provider will assume the risk of and will be presumed to have knowledge of the consequences of the application of the Regulations.

28.5 If the Regulations are considered to apply the Provider will be expected to provide pension arrangements broadly comparable with the existing scheme (if any).

28.6 The Provider should contact the Company to request details of pension arrangements if applicable.

28.7 If the Provider is selected for a potential contract award the Provider should contact the Council with any questions it has in relation to staff and pensions and the Council will pass these to the current provider in order that they may provide the information.

28.7 In the event that TUPE is considered to apply the Contract with the successful Provider will provide that the Provider shall be liable for and indemnify and keep indemnified the Council against any failure to meet all remuneration, benefits entitlements and outgoings for the transferring employee{s}.

Potential Providers who tender for the service should note that the Council does not offer any indemnity to any person against any costs that may be incurred should the provisions of Acquired Rights Directive 77/187 and 2001/23 EC and the Regulations apply.

29. Health and Safety

The successful Provider shall be required to provide updated copies of its Health & Safety Policy and all relevant risk assessments and safe working practices.

30. Contract

The Council reserves the right to make changes of a minor drafting nature to the Contract documentation. Such changes will be accepted by the successful Contractor without reservation.

31. **Insurance Requirements**

The minimum amounts of insurance required to be taken out by the successful Provider throughout the Contract term:-

Public Liability Insurance; injury or death unlimited of to any person or whichever is the greater	£5,000,000
Employer Liability Insurance:	£5,000,000

All insurances to be in respect of any one claim see Clause 15 of Conditions of Contract.

Section (2)

CERTIFICATE THAT TENDER IS BONA FIDE

We certify that this Tender for the Cleaning Service of {-----} is bona fide and that we have not:-

- (a) entered into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tenders or the conditions on which any Tenders are made;
- (b) informed any other person, other than the person calling for these Tenders, of the amount or the approximate amount of the Tenders, except where the disclosure, in confidence, of the amount of the Tenders was necessary to obtain insurance premium quotations required for the preparation of the Tenders;
- (c) caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival Tenders for the Contract.

We also undertake that we will not do any of the acts mentioned in paragraphs (a), (b) and (c) above before the hour and date specified for the return of this Tender.

In this certificate "person" includes any arrangement whether formal or informal and whether legally binding or not.

Signed: _____

In the capacity of: _____

Duly authorised to give Certificates for an on behalf of: _____

Dated: _____

Section (3)

SEVENOAKS DISTRICT COUNCIL

FORM OF TENDER

FOR THE PROVISION OF CLEANING SERVICES

To: The Chairman and Members of the Sevenoaks District Council

I/We the undersigned having examined the Specification, conditions of Contract and other documents annexed hereto for the provision of cleaning services hereby offer to provide the services in accordance with our submission, the said Specification, and Conditions of Contract commencement to be specified once current provider has been given a months notice.

My/Our tender is for the following price (exc. VAT) being a Charge to the Council

Provision of Cleaning Services per annum.

Tender Price for 1 st Year £
Tender Price for 2 nd Year £

I/We undertake to begin mobilisation to commence service provision once clarified by Council in their written authority to commence work.

I/We declare that this offer is open for acceptance for a period of 90 days from the date of the tender.

I/We understand that the Council is not bound to accept the lowest or any tender which may be received and until a formal agreement is concluded between the Council and the successful provider the matter remains subject to contract.

Tenderers Signature:

Print name(s) in full:.....

Date:.....

Name and Address of firm:

.....

.....

This Form of Tender and all accompanying documents shall be enclosed in a sealed envelope giving no indication either in franking or otherwise of the identity of the sender. The Tenderer should stick the red label provided endorsed "Tender for Cleaning Services" on the front of the envelope having first removed a small corner of the label and adhered to the rear of the envelope. **Such envelope is to be delivered to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG by no later than midday on the 11th day of May 2017.**

This page is intentionally left blank

Section (4)

SEVENOAKS DISTRICT COUNCIL

METHOD STATEMENT

Provision of Cleaning Services

Please state whether or not you can comply with all the requirements of the Specification as listed on pages 27-31 of this document.

Please confirm compliance: Yes/No*

* Please delete the non-applicable

If No, specifically detail requirements your organisation cannot comply with:
Please use a separate sheet if necessary.

Section (5)



Providers Suitability Assessment Questions INSTRUCTIONS FOR COMPLETION

The information disclosed in this form will be used in the evaluation process. Any invitation to tender based upon the questions contained herein, however, does not imply any representation by the Council as to your financial stability, technical competence or ability in any way to carry out the Services. The right to return to these matters as part of the formal tender evaluation process is hereby reserved to the Council.

1. Please note that whenever used in this form, the term "Firm" refers to a sole proprietor, partnership, incorporated company, co-operative, as appropriate, and the term "Officer" refers to any director, company secretary, partner, associate or other person occupying a position of authority or responsibility within the Firm.
2. Unless instructed otherwise when answering the questions, please give details which specifically relate to your Firm, not to the whole of the group if your Firm forms part of a group.
3. Please answer all questions as indicated, continuing on a separate sheet of paper if necessary. Each such sheet and all supporting documents sent should be clearly marked with the numbers of the sections and questions to which they relate.
4. Please do not include general marketing or promotional material for your Firm, either as answers to any of the following questions, or for any other reason.
5. The Specification details the Council's requirements for the Services to be performed. This should be borne in mind when answering the questions and should resolve any ambiguities.
6. The answered questions must be returned, together with the tender and supporting documents in a plain unmarked envelope using the provided address label.

SECTION A - THE IDENTITY OF THE APPLICANT

- 1. Name and address of your Firm. This should be the Firm which will submit the tender, if it is selected. (See Instructions for Completion on page 1 for the definition of "Firm").

- 2. Details of any other relevant addresses. You should state, for example, the registered office and/or other premises from which you propose to administer this Contract.

- 3. Name of person making application on your behalf, and their position in the Firm.

- 4. Address for correspondence and telephone and email address.

- 5. Have any of the **Officers** been bankrupt or involved in any Firm which has gone into liquidation or receivership? (If so, please give details).

- 6. Please state if any Officer has a relative(s) who is a Member of or is employed by the Council at a senior level. (If so, please give details).

Questions for partnerships and sole traders

Partnerships only

7. Please give the full names (including all forenames) of all equity partners.

8. What is the total number of partners?

Partnerships and sole traders

9. When was the Firm formed?

10. Is the Firm a member of a group including other Firms?

11. If yes, please give the names and addresses of all the other members of the group; where a partnership, the total number of equity partners in each Firm; the date when those Firms were formed; and full details of the structure of the group indicating, for example, whether it is a partnership itself or a collection of separate partnerships sharing services.

Questions only for companies

12. Registration number, and date of registration under the Companies Act 2006 or (if applicable) the Industrial Provident Societies Acts 1965 to 1978.

--

13. Would the group or the ultimate holding company be prepared to guarantee, as its subsidiary, your Firm's contract performance?

YES	
NO	

Tick as appropriate

SECTION B - FINANCIAL STANDING

1. What is the name of the person in the Firm responsible for financial matters? What position does that person hold?

--

2. Please **enclose** copies of all audited accounts and annual reports for the last three full years of trading as submitted to the Inland Revenue. Please ensure that these include:-
- (a) balance sheet
 - (b) profit and loss accounts or income and expenditure accounts
 - (c) full notes to the accounts
 - (d) managing partner's or director's report, and auditor's report.

Enclosed	YES	
	NO	

Tick as appropriate

3. If the accounts you are submitting include none for a financial year ending less than 10 months ago, can you confirm that the trading position now is similar?

--

4. If no, please give full details.

--

5. If yes to 3, please enclose a statement of turnover since the last published accounts.

Enclosed	YES	
	NO	

Tick as appropriate

6. Please provide the name and address of your bankers at paragraph 10 below, and confirm by means of a letter on your headed notepaper in the form set out in Schedule 1, signed by an authorised signatory, that we may obtain references from them.

Enclosed	YES	
	NO	

Tick as appropriate

7. Please provide details of your **Firm's** current turnover for each type of work in which you are interested.

--

Tick as appropriate

Taxation

8. VAT Registration Number

--

Insurance

9. Please give details of insurance as indicated below, supplying in each case a copy of the policy held by you in relation to that insurance.

9.1 Employers Liability Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

9.2 Public Liability (Third Party) Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

9.3 Please enclose full details of any claims in excess of (£15,000) made under your Firm's professional indemnity policy within the last three years.

Enclosed	YES	
	NO	

Tick as appropriate

Bank Details

- 10 Please give the name and address of your firm's bankers from whom references can be sought

SECTION C - CAPABILITY

The following questions are intended to indicate your Firm's general technical capacity and ability. Where necessary, please expand your answers to cover any particular arrangements which would apply to some only of the work advertised, or to the different types of work in which you are interested.

1. Please indicate below the name and reference of the Contract for which you are applying.

2. Has your Firm ever had a contract terminated or your employment determined under the terms of a contract?

3. Has your Firm ever **not** had a contract renewed for failure to perform to the terms of a contract?

--

4. Have any of your Firm’s contracts ended early by mutual agreement following allegations of default on your Firm’s part?

--

If the answer to any of questions 2-4 above is yes, please enclose details.

Enclosed	YES	
	NO	

Tick as appropriate

5. How has your Firm assessed the suitability and competence of the staff who will be allocated to this work? (Please specify. For example, job descriptions, qualifications, etc).

--

7. State the approximate number of your Firm’s staff who will be engaged in the specific type of contract for which you are applying.

	Type of Staff	Numbers
*	Equity partners or equivalent	
*	“Salaried” partners or equivalent	
*	Number of Permanent trained staff	
*	Trainees including part-qualified	

8. Ability and experience of similar work.

Please list below the full names, addresses and other details requested of principal organisations for which your Firm has provided Cleaning Services at any time during the three years beginning 1st April 2017.

Name and Address of Organisation	Contact Name	Contract Reference	Quotation Price (£)	Value to Date (£)	Nature of Work	Date of Contract

1						
---	--	--	--	--	--	--

(NB. You may use additional sheets if necessary, but please mark clearly "Question 8").

Name and Address of Organisation	Contact Name	Contract Reference	Tender Price (£)	Value to Date (£)	Nature of Work	Date of Contract
2						
3						
4						
5						
6						

--	--	--	--	--	--	--

9. Complete the table below to show your Firm's annual turnover.

YEAR	ANNUAL TURNOVER
2013-2014	
2014-2015	
2015-2016	
2016-2017 (estimated)	

10. In the last five years have any adverse complaints been made against your Firm to any professional body in respect of **any** work of the Firm (ie not restricted to the staff or unit which could be performing this work)? (If so, please give full details).

--

11. Are **any** staff within the Firm (ie not restricted to the staff or unit which could be performing this work) subject to any qualification or limitation on their practising certificates? (If so, please give details).

--

12. Please **enclose** details of how your Firm will ensure that a quality service is delivered and maintained. Have you obtained, for example, certification under BS EN ISO9000 or some other similar quality assurance system?

Enclosed	YES	
	NO	

Tick as appropriate

13. Please **enclose** a statement detailing how your Firm deals with complaints.

Enclosed	YES	
	NO	

Tick as appropriate

14. Please **enclose** details of how your Firm would deal with conflicts of interest were any to arise during the course of the Contract.

Enclosed	YES	
	NO	

Tick as appropriate

15. Please **enclose** a statement explaining how you would organise your Firm in order to deliver this particular type of service to the Council. Attach any diagrams which help to explain your approach. Show how this type of work, and your potential for the Council's work, relate to your business and market development plans.

Enclosed	YES	
	NO	

Tick as appropriate

SECTION D - HEALTH AND SAFETY

1. Has your Firm, during the last three years, been prosecuted for contravention of the Health and Safety at Work etc Act 1974, or equivalent national legislation? Has your Firm been the subject of a formal investigation by the Health and Safety Executive, or similar national body charged with enforcing health and safety standards? (If so, please give full details).

2. Give the name of the Officer or other person responsible for the implementation of your Firm's health and safety policy. Enclose a brief CV of this person.

Enclosed	YES	
	NO	

Tick as appropriate

3. If your Firm has more than five members of staff, please enclose a copy of the Firm's health and safety policy and/or other declaration, information, or instruction issued by your Firm, as necessary, to protect the health and safety of staff at work.

--

Enclosed	YES	
	NO	

Tick as appropriate. How are your health and safety policies and procedures conveyed to your staff and administered within your Firm? (Please supply details).

--

Enclosed	YES	
	NO	

Tick as appropriate

5. Please state the Firm's policy on the training of employees especially in relation to Health and Safety matters.

--

6. Does your Firm's Health and Safety Policy cover the following? Please enclose written details.

- (a) Procedures to be followed in case of emergency.

Enclosed	YES	
	NO	

- (b) Procedures for the reporting and recording of accidents and dangerous occurrences.

Enclosed	YES	
	NO	

(c) First Aid and welfare provisions.

Enclosed	YES	
	NO	

(d) Provision of appropriate protective clothing and equipment.

Enclosed	YES	
	NO	

7. Please enclose a Risk Assessment based upon the Service that is to be provided. To include the assessments required under COSHH Regulation where appropriate.

Enclosed	YES	
	NO	

SECTION E - UNDERTAKING

When you have completed the Suitability Assessment Questions please ensure that:-

1. you have answered all appropriate questions for each service in which you are interested;
2. you have **enclosed** all documents requested;
3. you have read and signed the section below.

The Specification has been considered by my Firm in completing this questionnaire and I certify that my Firm is interested in performing the services set out in it.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of our application to tender.

I also understand that it is a criminal offence, that may be punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will empower the Council to cancel any Contract currently in force and will result in rejection of our application to tender.

NB. This undertaking is to be signed by a partner or authorised representative in their own name on behalf of your Firm.

Signed for and on behalf of the Firm:

Signed

Position/status in the Firm

Firm's name

Firm's address

Dated

SCHEDULE 1

Manager of

Dear Sir

BANK REFERENCE FOR SEVENOAKS DISTRICT COUNCIL

Our firm holds a number of accounts at your office under account references [] and has been asked to provide a bank reference to the above Council in respect of financial services which we are offering to that Council.

This letter hereby authorises you to provide full details of our accounts to that Council, together with a history of our banking record over the previous three years. It also authorises you to answer such other reasonable questions which they may ask for the purpose of assessing the financial and economic standing required of service providers to that local authority.

Yours faithfully

(Authorised signatory)

Section (6)

SPECIFICATION

PROVISION OF CLEANING SERVICES

1. TENDER SPECIFICATION

1.1. Introduction & Background

Sevenoaks District Council invites tenders to provide cleaning services at the Council Offices on Argyle Road, Sevenoaks.

The service is currently provided by an external organisation. They operate between the hours of 16:00 – 19:00 daily. The current cleaning organisation require one month notice to terminate their contract.

It is recommended that any interested Service Providers make arrangements to visit the Council offices to ascertain the full extent of the cleaning requirements. This can be achieved by contacting the Facilities Manager (Emma Burdett) by telephone 01732227304 or by email emma.burdett@sevenoaks.gov.uk who will provide more details if necessary. Floor plans can be provided upon request but may not detail all areas of cleaning.

1.2. Performance of Service and Hours of Operation

The Provider shall ensure the Cleaning Services are carried out in an efficient, safe and effective manner, demonstrating a high degree of courtesy and consideration to customers and the public during the performance of the services.

The agreement will be for a period of 2 years. The start date of the Contract will be confirmed once the evaluation exercise has been completed, Strategic Management Team and the Portfolio Holder for Finance has agreed on a suitable contractor and a month written notice has been provided to the current contractor.

The service is to be provided between the hours of 16:00 and 19:00, Monday to Friday as a minimum (excluding Bank Holidays).

The current service provider does not cover a lunch time clean of the toilets in the Council Offices. This would be required from the new contractor. Times of lunchtime toilet cleans can be confirmed upon appointment of a contractor.

1.3. Provision of Services and Equipment

The Service Provider will have the following responsibilities:

- To work with the Facilities Management department to provide a robust service level agreement. The service level agreement should show the following information:
 - A schedule of works, times and cleaning duties (to include all areas to be cleaned including the Reception area, meeting rooms and working areas amongst others discussed).
 - A list of clearly defined quality expectations and objectives.
 - Detail on storage requirements they may need to store their equipment
 - The cost of the cleaning solution to the council broken down of monthly payments for a 2 year contract.
 - Building access requirements and regulations from the Council.
 - Contact names and numbers of supervisors and management of both parties.
 - Information and processes relating to incidents such as severe weather that may result in the offices being closed and therefore a disruption to the cleaning schedule.
 - Standard terms and conditions of business for provision of services.
 - Periods of notice for termination of service.
- Provide Key Performance Indicators that show the progress of work and feedback and any other appropriate management information on a monthly basis to the Facilities Management department.
- Supply all of their own cleaning products and equipment.
- The cleaning contractor should ensure that they provide trained, fully insured and reference checked staff, who are well motivated, have first class customer service skills and will use their own initiative to constantly improve productivity.
- A cleaning specification of works to be undertaken during the stated hours, i.e. activities to be completed and standards to be met.
- Ensure that any additional training or information that their cleaning staff may be required to know by law is passed on to their staff when relevant.
- Provide a site file that contains the following information:
 - Copies of their public liability & employers liability insurance certificates (Liability insurance should be no less than £5,000,000)
 - COSHH Data sheets for all cleaning chemicals they may use
 - Risk Assessments for all work they undertake.
 - PAT Testing data sheets for all their equipment they provide
 - An agreed Cleaning Specification and Service Level Agreements
 - The cleaning contractors Policy Statements
- To be responsible for the recruitment and management of their staff, working pro-actively with the Facilities Management department at SDC to deal with any staffing issues that may arise.
- Should provide appropriate protective clothing and uniforms for all cleaning staff.
- Ensure that all cleaning staff are managed by an on site supervisor or senior cleaner when on site.
- Should comply with the security rules and regulations of the Council.
- Provide the names of all employees who will be working in the Council Offices and inform the Facilities Manager of any change in staff.
- Provide a signing in and out sheet for their staff which is to be held in the Facilities Management office
- To supply a communications book so notes may be left for cleaners by SDC staff should the need arise.

- Cleaning staff should adhere to the Councils Health and Safety requirements as well as the Health and Safety rules of the Cleaning contractor.
- Provide robust cleaning equipment capable of completing the job to the Facilities Management departments' standards as described in the Service Level Agreement.
- Provide effective cleaning products that are capable of completing the job to the Facilities Management departments' standards as described in the Service Level Agreement.
- Gain an excellent understanding of our cleaning requirements and provide a detailed breakdown of their costs that reflect our requirements.
- The cleaning contractor should be flexible and respond to our needs at any time.
- To ensure any staff that retain an SDC 'entacard' returns this to the Council should a staff member leave. There will be a charge if not returned.

The Council will provide copies of the Health and Safety Policy and the Emergency Evacuation Plan which should be circulated to all Service Provider staff who will work on the Council premises. All cleaning materials and equipment will be supplied by the Service Provider at no cost to the Council, with the exception of refuse and recycling sacks necessary for the completion of cleaning duties which the Council will supply (limits will apply if it is deemed too many bags are being used). The Council will provide a lockable storage cupboard for the storage of equipment and materials required by the Service Provider.

1.4. Record Keeping

The Provider will maintain records of all work carried out under this agreement as may be required by the Council.

- The provider will supply a schedule of cleaning to the Facilities Manager.
- Check sheets will remain in the toilets as a record of each clean, i.e. time cleaned, cleaner signature.
- There will be a signing in and out sheet kept in the Facilities Management department for cleaners.
- There will be a comments book kept in the Facilities Management department for notes from Council staff to the cleaners.

1.5. Attendance at Council Offices

Cleaners should operate between the hours of 16:00 – 19:00 Monday to Friday. Access will be granted via our 'entacard system' which will be allocated once a contract has been agreed.

1.6. Identity Cards

Operatives delivering the service shall carry at all times means of identification. Cleaners must wear a uniform provided by the Service Provider when on the Council premises. If a cleaner is not carrying their identification or 'entacard' they will not be permitted to enter the offices.

1.7. Service Standard / Formal Complaints / Ombudsman

The Provider shall acknowledge all service requests from the staff of Sevenoaks District Council as written in the comments book kept provided by the Service Provider.

Complaints received by the Facilities Management Department from Sevenoaks District Council staff regarding the Providers cleaning services shall be referred to the Provider's management for prompt and mutually satisfactory resolution.

Should a complaint be referred to the Local Government Ombudsman, then if necessary, The Provider shall be liable to pay to the Council within 14 days of demand any payment made by the Council to a complainant as a result of fault by The Provider following a Local Government Ombudsman finding of maladministration causing an injustice, and under the terms of an early settlement of a complaint made to the Local Government Ombudsman without a formal investigation and report.

1.8. **Monitoring**

Evidence of high performance standards and customer satisfaction will be monitored. Where the service provided fails to meet standards deemed to be acceptable by this Council, this will be investigated and the contractual arrangements reviewed.

Quality Monitoring Forms should be provided by the Service Provider to monitor work and ensure customer satisfaction. Monthly meetings should be held between the Facilities Manager and an appropriate counterpart from the Service Provider in regards to quality of service and problems raised.

1.9. **Invoice/Payment arrangement**

Where the agreement includes for the Provider to make a charge to the Council in delivery of the cleaning service it should submit an invoice at the beginning of the subsequent month. Payment will be made monthly in arrears and the Council works to 30 day payment terms.

1.10. **Smoking**

The Provider must ensure no smoking is permitted whilst delivering services on behalf of the Council.

1.11. **Health & Safety**

The Provider shall ensure that all necessary and reasonable health and safety precautions are taken to protect members of the public and employees in accordance with The Health and Safety at Work Act 1974 and related legislation. Up to date copies of risk assessments and safe working practices shall be provided annually or sooner where an activity changes requiring revision.

The Provider shall ensure that appropriate steps are taken in relation to the performance of the services with regard to health and safety, specifically to notify persons who may be affected, or whose property may be affected by the use of particular substances of relevant details to include:

- Location details of where all substances are used during chemical treatment procedures
- Advice of any damage considered likely to occur
- Advice regarding risks to persons
- What substances have been used

- Details of any periods of ventilation which should be allowed before re-entry etc.

1.12. **Insurance**

The Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council, its employees or agents not being The Provider or employed by The Provider.

Without thereby limiting its responsibilities under this Condition, The Provider shall insure with an insurance company against its liabilities under this Condition. Such policies shall include cover in respect of any financial loss arising from advice given or omitted to be given by The Provider.

1.13. **Training**

The Provider shall ensure that every person involved in front line delivery of this service is at all times properly and sufficiently trained and instructed with regard to:

- The tasks they are performing, the use of particular substances in the performance of the services, relevant precautions and all associated effects, risks and dangers
- Requirements in relation to completing worksheets and receiving and paying in of monies.
- Relevant requirements of the Council
- Fire risks and safety precautions
- The necessity to observe high standards of courtesy and consideration to the public in order to promote and enhance both the Provider and the Council's image and reputation.

1.14. **Equalities**

The Council seeks to ensure that all businesses from all sections of the community have a fair chance to do business with the Council. To assist in doing this, a questionnaire and monitoring form are included and form part of the tender process.

1. This Contract constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Cleaning Service and there are no prior or contemporaneous arrangements between the parties hereto with respect thereto

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:-
 - (a) The Specification including the schedule of works and the cost of the cleaning solutions broken down into monthly sums.
 - (b) The Suitability Assessment Questions and the answers thereto.
 - (c) The Conditions of Contract;
 - (d) Form of Tender and associated documents;
 - (e) Deed of Guarantee .
 - (f) Any agreed variations to the Conditions of Contract or Specification agreed in writing by the parties hereto.
 - (f) The requirements of any relevant UK or EU statute, regulation, directives, standard code of practice or bye-law from time to time in force which is relevant to the Service.
 - (g) Appendices.

The documents referred to above have been read and construed as one with this Agreement and shall be as binding upon the Contractor and upon the Council as if the same had been repeated herein.

3. The Contractor shall provide the Cleaning Service in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract period or any extended contract period.

4. So long as the Contractor shall continue to provide the Cleaning Service in accordance with the provisions of the Contract and to the satisfaction of the Council the Council shall make to the Contractor the payments provided by the Contract.

THE COMMON SEAL of THE)
DISTRICT COUNCIL OF)
SEVENOAKS was hereunto)
 affixed as a deed in the presence of:

Authorised Signatory

Authorised Signatory.

Signed as a deed by {-----}

acting by two Directors

Signature of Director _____

Print Name.....

Signature of Director _____

Print name.....

CONDITIONS OF CONTRACT

1. Definitions

The terms defined shall have the following meaning: -

- 1.1 "Cleaning Services" means the cleaning service to be carried out in the Council Offices by the Contractor in accordance with the Specification and Contract.
- 1.2 The 'Commencement Date' shall mean the {-----} day of {-----} 2017.
- 1.3 "COSHH" means Control of Substances that are Hazardous to Health.
- 1.4 "Council's Facilities Manager" shall mean the facilities manager appointed by the Council from time to time or their nominated officer
- 1.5 "Council Offices" shall mean the Council Offices Argyle Road Sevenoaks Kent TN13 1HG being the property where the Cleaning service shall take place.
- 1.6 "Conditions": shall mean the terms incorporated herein which shall include the Tender and all associated Tender documentation.

1.7 The 'Contract' shall mean the agreement between the Council and the Contractor for the Cleaning Service including the Tender documentation and the Contractors responses and all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties under the said agreement.

1.8 The 'Contractor' shall mean the Tenderer whose Tender has been accepted by the Council, and shall include the Contractor's legal personal representatives, successors, and permitted assigns.

1.9 The 'Contract Period' shall be two years from the Commencement Date and as may be extended for an additional period (at the Council's sole discretion but with the agreement of the Contractor) subject to the Conditions of Contract and in accordance with terms and conditions of the Tender.

1.10 The 'Contract Price' shall mean:

1.10.1 For the first year of the Term calculated from the Commencement Date for the sum of £{-----} plus Value added Tax.

1.10.2 For the second year of the Term the sum of £{-----} plus Value Added Tax.

1.10.3 In the event that the contract is extended beyond the two year Term (at the Council's discretion) the price for any additional period will be the sum agreed between the Council and the Contractor and if no agreement is possible then the Contract shall terminate on the contractual Term expiration date.

1.11 "the Service" means the cleaning services to be carried out by the Contractor and shall mean as is more particularly defined in the Specification.

1.12 The 'Specification' shall mean the Specification for Cleaning Services annexed to or issued with these general Conditions.

1.13 The 'Sub-Contractor' shall mean any person to whom any part of the contract has been sub-let with the consent in writing of the Council, and the legal representatives, successors and permitted assigns of such person.

1.17 "Term" shall mean a period of two years from the Commencement Date or such period as may be extended at the sole discretion of the Council upon agreement with the Contractor or as may be terminated prior to the effluxion of the two year period under the terms herein contained but without prejudice to the rights that that arise to either party thereunder.

2. Interpretation

2.1 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.

2.2 'Writing' shall include any manuscript, typewritten or printed statement, under seal or hand as the case may be.

2.3 Words-importing persons shall include firms and corporations.

2.4 Headings are for ease of reference only and shall not affect the construction of this agreement.

2.5 In the event of conflict between the meanings set down in this Agreement and the Specification then the meaning of the Specification shall prevail.

3. Provision of Works

3.1 The Council has agreed to pay the Contractor and the Contractor agreed to carry out the Cleaning Service for the Council as detailed in the Specification.

NOW THIS AGREEMENT WITNESSETH as follows: -

4. Appointment

4.1 The Council hereby engages the Contractor and the Contractor hereby covenants with the Council to perform the Cleaning Services at the times and in conformity with the Tender and this Contract for the Term from the Commencement Date and in consideration of this covenant the Council agrees to pay the Contractor the sums detailed in the Form of Tender together with any additional work that the Council may agree in writing with the Contractor in accordance with and as may determined by the parties hereto.

5. Contractors obligations

5.1. The Contractor will be responsible for co-ordinating all activities associated with the Cleaning Service which shall include but is not limited to the following: -

5.2. Identifying each task as and when required and carrying out the same in accordance with contract and specification terms.

5.3. Carrying out preliminary meetings with the Council's Facilities Manager in order to fully understand the Council's requirements.

5.4. Agreeing the use of any sub-contractor or other representative to be utilised in performance of the Cleaning Service by the Contractor with the Council before the engagement of the contractor or representative. The Council shall have the right to determine whether the sub-contractor is suitable to work within the Council Offices such consent not to be unreasonably withheld.

- 5.5. Agreeing any specific requirements identified by the Contractor with the Council prior to commencement of the Cleaning Service and notifying the Council of any relevant information that could lead to a provision of work that is additional to the scheduled Cleaning Service and would amount to an additional payment to the Contractor.
- 5.6. The Contractor will co-ordinate manage and supervise the Cleaning Service in accordance with the Specification, and as instructed at the preliminary meetings with the Council, and secure all necessary resources for completion of the initial assessment and report on how the Cleaning Service will be implemented. .
- 5.7. The Contractor shall ensure that the total cost of the Cleaning Service (other than as provided for in clause 5.5) including the costs of travelling employees agreed sub contractors and any associated contractors equipment and materials is included in their Tender sum which shall from completion of this Agreement become the contract sum payable hereunder.
- 5.8. The Contractor shall ensure that all materials and equipment used in performing the Cleaning Service is compliant with all statutory requirements current at the day of use and that all materials are COSSH assessed and equipment are portable appliance tested regularly.
- 5.9. The Contractor shall be responsible for the supply cost of replacement equipment and materials used in performing the Cleaning Service. The Contractor shall be responsible for ordering and replacement of equipment and materials the cost of which shall be included within the Contract Price.
- 5.10. The Contractor hereby guarantees that the Cleaning Service it provides will be of sufficient quality to meet the Council's requirements and will take all reasonable skill and care in performing the service (including adequate supervision) and take reasonable steps to maintain the equipment and apply and store materials in a safe and practical manner so that it shall continue to have, throughout the Contract period, acceptable high standards of serviceability and performance acceptable to the Council.
- 5.11. The Contractor will use reasonable endeavours to provide staff to carry out the Cleaning Service who are aged 18 or over and are (so far as reasonably possible) known to the Contractor and in respect of whom character and employment references have been checked to ensure so far as is reasonably possible that they are reliable, discreet and honest. On the written request of the Council, the Service Contractor will provide the Council with a list of the names of its staff working at any particular location, their duties, the dates and times when such staff shall be at any particular location and shall keep the Council informed of all changes in such staff.

6. Health and Safety

- 6.1 So far as affects their staff that perform the Cleaning Service, the Contractor undertakes with the Council that (without limiting its duties to them) it will:
- 6.1.1 in accordance with applicable law safeguard the health, safety and welfare of its staff and public in performing the Cleaning Service;

- 6.1.2 bring to the notice of its staff the safety policies of both the Contractor and the Council provided that the Council has notified the Contractor of its safety policy in writing and in advance;
- 6.1.3 provide reasonable information, training and supervision in safe working practices and the need to work safely; and
- 6.1.4 have reasonable regard for the health and safety of those not employed by the Contractor, but who may be affected by Contractor's work under this Agreement. the

7. Complaints

- 7.1 Any complaint received by the Contractor about the performance of the Cleaning Service must be passed on in writing to the Council's Facilities Manager within two working days of the occurrence complained about and the Contractor will take reasonable action, without cost to the Council, to investigate and if justified (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.
- 7.2 In the absence of complaint it will be assumed that the Council is satisfied with the Contractor's performance of the Cleaning Service however nothing in this clause shall act so as to waive or limit any right or remedy either Party may have under this Agreement or as may be provided by applicable law.

8. Council's Obligations

The Council shall be responsible for the following obligations under this contract: -

- 8.1 The Council shall pay the Contractor the Tender sum and any VAT thereon and any agreed additions in accordance with clause 5.5.
- 8.2 The appropriate proportion of the Tender sum (applicable to the year in question) shall be paid monthly in arrear throughout the performance of the Cleaning Service on the presentation of an invoice for that part of the Cleaning Service that has been carried out and the Council shall pay the sum on confirmation of the performance of the Cleaning Service within 30 days of receipt of the invoice.
- 8.3 The Contractors acknowledge that the Council may reject an invoice that does not detail the work carried out so that the same can be certified by the Council's audit section or if the work shall be of insufficient quality to satisfy the Council's Tender requirements. The Council shall deal with such certification in a timely fashion and without undue delay.
- 8.4 Should this contract allow the sub-contracting by the Contractor to any third party the Contractor acknowledges that he will impose the same provisions as regards the payment and submission of invoices and their certification upon the sub-contractors as

are imposed upon the Contractor under this Contract including upon any contracts that the sub-contractors enters into with subsequent sub-contractors.

- 8.5 The Council's Facilities Manager (or such other officer that may be nominated by the Council) shall issue any instructions or variations under this contract and such instructions shall be in writing.

9. Value Added Tax

- 9.1 All sums payable under this agreement shall be exclusive of VAT unless otherwise stated in the Tender.

10. Duration

- 10.1 This Agreement and the obligations thereunder shall subsist until such time as such obligations are discharged by the parties hereto.

11. Confidential

- 11.1 At all times during the life of this Agreement and thereafter the Contractor shall keep secret and confidential the information collected as part of this undertaking, including all information disclosed to it in the course of the initial assessment. The Contractor undertakes not to disclose any such information to any third party other than its responsible employees and authorised sub-contractors or representatives and the Contractor undertakes to take all reasonable steps to minimise the risk of such disclosure.

- 11.2 The provisions contained in clause 11.1 shall not apply to any information that must be lawfully disclosed by the Contractor or for information that was in the public domain at the time of receipt by the Contractor.

12. Warranty

- 12.1 The Contractor warrants to the Council that the Contractor will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of Contractor within the scope of the appointment and will comply in all respects with the terms of the appointment and the Council will be deemed to have relied and to rely upon the exercise of the Contractors skill and care.

13. Limitation of Liability

13.1 It is hereby agreed by the parties hereto that the liability of the Contractor shall be limited to the sums expended by the Contractor under this Agreement together with any additional costs that the Council may incur in requiring the Cleaning Service to be carried out by another party upon the Contractors default under this Agreement.

13.2 The limitation outlined in clause 13.1 above shall not extend to any cost claims damages or expenses arising out of any tortuous act or omission any breach of contract or statutory duty.

14. Termination

14.1 In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -

14.2 Should the Contractor fail to proceed regularly and diligently to carry out the Cleaning Service to the satisfaction of the Council or fail to rectify unsatisfactory cleaning or if the Contractor suspends the carrying out of the Cleaning Service for any period the Council may without prejudice to any rights or remedies which it might possess be at liberty by notice by registered post or recorded delivery to forthwith determine the Contract either wholly or to the extent of such default and to arrange for the service to be completed by other means and the amount by which the cost of the service carried out by other means exceed the amount which would have been payable to the Contractor in respect of the work if it had been completed in accordance with the contract shall be recoverable from the Contractor and this shall not prejudice any claims for any other direct loss and/or damage caused to the Council by such termination

14.3 The Contractor becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

14.4 Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

14.5 Without prejudice to clauses 14.1 or 14.2 if the Contractor fails to act in a diligent manner in carrying out the Cleaning Service or fails to produce a satisfactory Cleaning Service in accordance with the specification or the level of Complaints received is considered by the Council to be disproportionate for the Cleaning Service then the Council may first write to the Contractor giving the Contractor 21 days written notice in which to rectify the default in the service that has occurred and if the fault is not rectified within this time then the Council may terminate the Contract forthwith.

15 Insurance and Indemnity

15.1 The Contractor shall indemnify and keep indemnified the Council against the injury to or death of any persons, or loss of or damage to any property, which may arise out of any

act, default or negligence of the Contractor, his employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the Contractor shall not be liable for, nor be required to indemnify the Council against, any compensation or damages for in respect of injuries, loss or damage resulting wholly from any act, default or negligence on the part of the Council, its employees or agents not being the contractor or employed by the Contractor.

- 15.2 Without thereby limiting his responsibilities under this Condition, the Contractor shall insure with a reputable insurance company (and shall inform the Council of the identity of that insurance company) for a sum of not less than £5 million in respect of any one claim against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
- 15.3 To insure in respect of personal injury or death of any person arising under a Contract of Service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 and any statutory orders made there under. For all other claims to which this condition applies, the insurance cover shall be for the sum of £5 million in respect of any one claim, or such greater sum as the Contractor may choose in respect of any one incident and his insurance policy effecting such cover shall have the interest of the Council endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Council
- 15.4 The Contractor shall supply to the Council immediately upon request copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with these Conditions.

16. Liability for Damage to Persons and Property

- 16.1 The Contractor shall be responsible for any damage to property or injury to persons animals or things whether the property of the Council its employees or members of the public or otherwise caused by the Contractor employees sub-contractors agents or representatives in carrying out the Cleaning Service and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any third parties or persons in the employ of the Contractor or other representative or sub-contractor or by any person claiming through such person.

17. Advertising

- 17.1 The Contractor shall not advertise or publicise that it is employed by the Council without prior written agreement of the Facilities Manager, which shall not be unreasonably withheld.

- 17.2 The Contractor shall comply fully with the Council's policy and codes and any code of practice that may from time to time be in force in respect of publicity in order to maintain effective communication to the media and the public.

18. Force Majeure

- 18.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

19. Bribery and Corrupt Practices

- 19.1 The Council shall be entitled to cancel this Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contractor or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or in relation to any Agreement with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

- 19.2 The Contractor shall:

- 19.2.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 19.2.2 comply with the Council's' Anti-Corruption and Bribery Policy;
- 19.2.3 Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Council's' Anti-Corruption and Bribery Policy;
- 19.2.4 Ensure that any person associated with it that is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause.

- 19.3 Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

20. Assignment by Contractor

20.1 The Contractor shall not without the consent in writing of the Council, assign or transfer the Contract or the benefits or obligations thereof or any part thereof to any other person, provided that this shall not affect any right of the Contractor to assign, either absolutely or by way of charge, any monies due or to become due to him under the Contract.

21. Use of Services

21.1 The Contractor shall be entitled to free use so far as reasonable for the purposes of the Cleaning Services such supplies of electricity, water and gas as may be available therefore at the Council Offices.

22. Facilities Manager Delegation

22.1 The Council may from time to time delegate any of the powers, discretions, functions and authorities vested in them by way of their Facilities Manager and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing signed by the Council's Facilities Manager and, in the case of a delegation and the person or persons to whom the same are delegated. No such delegation or revocation shall have effect until a copy thereof has been delivered to the Contractor.

23. The Contractor's Staff shall be subject to the Council's Approval

23.1 The Council shall be at liberty by notice in writing to the Contractor to object to any representative or person employed by the Contractor in the execution of the Cleaning Service who shall, in the reasonable opinion of the Council, misconduct himself or be incompetent or negligent or suffer from personal hygiene issues and the Contractor shall forthwith remove such person from the service and the Council shall not be liable to the Contractor or any other person for any costs or losses of same.

24. Dispute Resolution

24.1 Any dispute or difference (in this Condition 'the dispute') which arises between the Council and the Contractor as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this Condition.

24.2 The Council and the Contractor shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within 14 days after such notice is given, or, if no such notice is given within 28 days after the dispute has arisen, either

party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both parties.

24.3 The parties shall, with the assistance of the neutral adviser appointed in accordance with Condition 24.2 above, seek to resolve the dispute by using an alternative dispute resolution (in this Condition 'ADR') procedure agreed between the parties or, in default of such agreement established by a mutual adviser.

24.4 If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties and, if applicable, the neutral adviser and it shall be binding upon both parties.

24.5. If: -

24.5.1. The dispute has not been resolved to the satisfaction of the parties within 60 days after the appointment of the neutral adviser; or

24.5.2 Either party fails or refuses to agree or participate in the ADR procedure; or

24.5.3 In any event the dispute is not resolved within 90 days after it has arisen

then the dispute shall be resolved under Condition 24.6 below.

24.6 Any dispute which is to be resolved under this Condition shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the parties. The expert shall be appointed by agreement between the parties or, if within ten days after the dispute falls to be resolved, the parties have been unable to agree then on application of either of the parties to the President for the time being of the Chartered Institute of Arbitrators.

24.7 Any costs and fees incurred by the parties which are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under Condition 24.6 above shall be borne by the parties by whom they were incurred.

25. Equality

25.1 Throughout the duration of this Contract the Contractor shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing to) shall: discharge their obligations under this Contract and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.

25.2 The Contractor shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Contractor's policy shall be made available on request by the Council.

If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Contractor the Contractor shall take all necessary steps to prevent recurrence of such unlawful discrimination.

The Contractor will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.

The Contractor's equal opportunities policy shall be set out in any instructions circulated to those members of the Contractor's employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Contractor may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

25.3 In the performance of the Services and in its dealings with service users, the Authorities' employees and members of the general public the Contractor shall comply with and ensure that its employees comply with the Authorities equal opportunities ("Equalities") policies and procedures as may be adopted and amended from time to time and as notified to the Consultant and comply with the requirements of the Public Services (Social Value) Act 2012.

26. Contractors Records

26.1 To enable the Council to ascertain the Contractor's entitlement to payments claimed under the Contract the Contractor and sub-contractors shall keep time sheets and (so far as practicable) the time worked by the work people in their employ, and time sheets shall be produced whenever required for the inspection of any agent authorised by the Council.

27. Contract Law

27.1 The Contract shall in all respects be construed and operate as an English Contract and in conformity with English Law, and all payments there under shall be made in sterling money.

28 TUPE

28.1 The Contractor shall indemnify the Council against any payments costs settlements expenses or redundancy payments or other liabilities which are claimed by its previous contractors former employees or the employees of any of its previous contractors who have not been transferred to the current Contractor pursuant to their TUPE obligations (if applicable) or who are made redundant if it is considered by the previous contractor or current Contractor following the award of the Contract that they are surplus to their requirements and who are subsequently dismissed by that contractor or redundancy payments that would be eligible for such employees are not made and a claim is made against the Council in respect of the same and in addition to such indemnity the Contractor shall pay the Council's reasonable legal and administrative costs in dealing with any such a claim.

29. **Third Party Rights**

29.1 Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

In the event that there is conflict between the Contract Conditions and any other document contained herewith the Contract Conditions prevail.

30. **Notices**

301 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or emailed to the address of the other party set out in this Agreement unless the notice is given pursuant to clause 14 in which case it shall be delivered either by registered post or recorded delivery.

31. **Variation**

31.1 This Agreement may only be amended in writing signed by duly authorised representative of each of the parties hereto.

32. **Waiver**

32. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

33. **Freedom of Information**

33.1 The Contractor acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with these information disclosure requirements.

33.2 The Contractor will ensure that any agreed sub-contractors shall: -

33.2.1 Transfer the request for information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for information;

33.2.3 Provide the Council 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 Client requesting that information; and

33.2.4 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.

33.3 The Council shall be responsible for determining at its absolute discretion whether:-

33.3.1 The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;

33.3.2 The information is to be disclosed in response to a request for information, and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.

33.4 The Contractor acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-

33.4.1 without consulting with the Contractor, or

33.4.2 following consultation with the Contractor and having taken its views into account.

33.4.3 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

34. Data Protection

34.1 The Contractor's attention is hereby drawn to the Data Protection Act 1998 and to Directive 95/46/EC and any regulations implementing it (all referred to together as the Data Protection Requirements").

34.2 The Contractor warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the Contract and any information it may receive or acquire in connection with the Contract and ensure that the Council shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Contractor.

34.3 In particular without limitation the Contractor shall:

- 34.3.1 act only on instructions of the Council as data controller and take appropriate technical and organisational measures against accidental loss or destruction of and damage to any personal data
- 34.3.2 not transfer any personal data outside the countries of the European Economic Area without and only to the extent of any written consent of the relevant data subject and the Council which may be refused at the Contracting Council's sole discretion, and
- 34.3.3 as required by Schedule 1 Part II of the Data Protection Act 1998 the Contractor shall:
- 34.3.4 only carry out processing (as defined in the Data Protection Act 1998) on the Contracting Council's instructions, and
- 34.3.5 comply with the obligations set out in the seventh principle of Schedule 1 of the Data Protection Act 1998 in respect of all processing carried out on behalf of the Contracting Council.
- 34.4 Without prejudice to Clause 34.2, if requested, the Contractor is to provide a report within forty-eight (48) hours of contract signature as to how it shall meet the Data Protection Requirements of the Council and those that are incumbent on the Contractor and at any time shall allow the Council to audit the Contractor's compliance with its obligations in respect of the Data Protection Requirements to include allowing access to all information and provision of assistance to employees of the Council's internal and external audit for the purposes of such audit.

35. Employee Information

- 35.1 Upon termination of this contract however the same shall occur the Contractor shall provide to any contractor or firm taking on the Cleaning Service such information as may be necessary to comply with the European Acquired Rights Directive and the Transfer of Undertakings (protection of Employment) Regulations 1981 or any re-enactment thereof should any employees transfer to the incoming contractor or firm.

END OF DOCUMENT