



Biggleswade Town Council

Invitation to Tender for Banking Services

**Closing date and time for
submission of Tenders:**

**12:00 Hours on
Friday 3 March 2017**

CONTENTS

Part A – Introduction, Background and Instructions for Tenderers

- Section 1 Introduction, Background Information and Timetable
- Section 2 Evaluation of Tenders
- Section 3 Instructions for Tender Process and Conditions of Tender

Part B – The Council's Requirements

- Section 4 Specification
- Section 5 Contract Terms and Conditions

Part C – The Tender Document

- Section 6 Form of Tender and Pricing Schedule
- Section 7 Business Questionnaire
- Section 8 Method Statements and Supporting Information

PART A

INTRODUCTION, BACKGROUND AND INSTRUCTIONS FOR TENDERERS

SECTIONS 1 – 3

The following three sections set out some background to the Council requirements (including an outline procurement timetable), the instructions to be followed by Tenderers and the evaluation process to be followed by the Council in the assessment of Tenders.

SECTION 1

INTRODUCTION, BACKGROUND INFORMATION AND TIMETABLE

1.1 INTRODUCTION / CONTEXT OF REQUIREMENT

1.2 SCOPE OF REQUIREMENT

This Invitation to Tender (ITT) is for the provision of banking services for Biggleswade Town Council (the Council).

Whichever Tenderer offers best overall value for the Council as a whole will be selected as the successful contractor. The Council anticipate this approach should result in Tenderers offering better value for money.

Tenderers should note that the duration of the new contract for the Council will be 5 years plus up to a further 5 years via options.

Pricing and payment

Tenderers attention is drawn to Section 2 Para 2.3 regarding price evaluation and Section 6 Form of Tender and Pricing Schedule.

Whilst the prices per transaction are fixed, the overall fixed price to be paid will vary depending on the volume / value of transactions. Monthly payment will apply and will be derived from the volume / value of transactions by the relevant transaction fixed prices.

Prices will be index-linked to CPI after the first five years i.e. prices will be fixed for the first five years but index-linked for any further extension.

Part of the pricing schedule provides Tenderers with the opportunity to include discounts / incentives in recognition of winning this contract. Tenderers are invited to provide any such proposals in any form they deem appropriate (for example a one off discount or a period of free banking).

1.3 PROCUREMENT TIMETABLE

The timetable below sets out the key dates in the procurement process. Most dates are indicative. Please note that the dates in **bold** are fixed and are not indicative:

Contract Notice published / Invitation to Tender issued	19 January 2017
Deadline for asking questions about the Contract Terms and Conditions (in Section 5)	3 February 2017
Deadline for asking questions about the ITT in general	3 February 2017
The Council's Contract Manager to circulate to all Tenderers a final version of the contract terms and conditions including all amendments that it is prepared to accept	17 February 2017
The Council's Contract Manager to circulate to all Tenderers any responses to questions raised about the ITT in general	17 February 2017
Closing date for submission of Tenders	3 March 2017
Completion of evaluation of Tenders	14 March 2017
Successful Tenderer identified; all Tenderers notified	15 March 2017
Contract executed/awarded	3 April 2017
Service commencement	2 May 2017

PLEASE ADVISE THE CONTACT OFFICER IF YOU WILL BE OR MAY BE SUBMITTING A TENDER

In order to ensure the Council can inform all potential tenderers of answers to questions posed by other tenderers (before the closing date), please advise the Contact Officer if you intend to or may submit a Tender. Failure to do so may mean you are not given details of questions and answers raised during the tendering period. Details of the Contact Officer are given in Section 3 - Instructions to Tenderers.

1.4 PROCUREMENT PROCESS

Detailed instructions about the submission of Tenders are set out in Section 3 - Instructions to Tenderers.

The Council have adopted an **Open** Tender procedure for this procurement. All Tenders properly received will be evaluated in accordance with the process described in **Section 3 – Evaluation of Offers**.

Once the successful Tender is identified, the procurement will be subject to a mandatory standstill period before the Council can award the contracts. Subject to the Council receiving no challenges during the standstill period, the contract will then be awarded. The successful Tenderer will be sent two copies of the (unsigned) contract document for the Council and instructions for contract signature or execution will be included with that letter.

There is no binding agreement between the Council and the successful Tenderer until a signed and dated contract is in place.

1.5 FINANCIAL STABILITY OF SUCCESSFUL BIDDER

Tenderers should note Paragraph 2.4 of Section 2 which highlights that, once a successful Tenderer is identified, part of the Council's final due diligence will involve an assessment of the financial stability of that Tenderer. ***Tenderers may wish to assure themselves, before they partake in this invitation to Tender process, that they have sufficient capacity to undertake the contract should they be successful.***

SECTION 2

EVALUATION OF TENDERS

Evaluation of Tenders will be carried out by the Finance and General Purposes Committee of the Council (and where appropriate other individuals/organisations selected by the Council) to ensure an appropriate breadth of experience and understanding of the issues covered.

2.1 SELECTION CRITERIA

A number of selection criteria will be applied to the responses given by Tenderers. These selection criteria are the minimum criteria that the Council will require its appointed Contractor to meet or exceed and so are of a “pass/fail” nature. Those Tenderers that pass the selection criteria stage will then be scored against the award criteria. The selection criteria are as follows:

	Qualifying Criteria		Assessment
a)	Compliance with Tendering procedure	Tenderers must submit a Tender in accordance with the Tendering process set out in Section 3, complete with a signed Form of Tender and Pricing Schedule (Section 6). A Tender that is not fully compliant with the Tendering process, and/or without the Form of Tender and Pricing Schedule appropriately signed will fail.	Pass / Fail
b)	Financial Stability <i>(note: this qualifying criterion will only be assessed when the successful Tenderer is identified)</i>	Tenderers should see Paragraph 2.4 below that highlights once the successful Tenderer is identified the Council will undertake an assessment of the successful Tenderer’s financial stability as part of final due diligence checks. The type of checks shall be influenced by the nature of the contract (risk/value/criticality of service etc.). In the event of a decision to fail a successful Tenderer on the grounds of financial stability, the Council will discuss those issues with the Tenderer and provide explanations of the factors considered. If the issues cannot be reconciled/satisfied, the Council reserve the right to not proceed with contract award to the highest scoring Tenderer and to proceed to award the contract to the next highest scoring Tenderer that does not present an unacceptable level of financial risk. <u><i>(Note: Tenderers may wish to assure themselves that they have sufficient financial capacity to undertake the contract should they be successful before they partake in this invitation to Tender</i></u>	Pass / Fail

	Qualifying Criteria		Assessment
c)	Insurance	Tenderers must have the minimum levels of insurance, which are as follows:	Pass / Fail
		£2M Professional Indemnity Insurance	
		£5M Public Liability Insurance	
		£5M Employer's Liability Insurance	
		<u>or</u> be willing to increase their current insurance levels to the above levels if they are successful. See Paragraph 4.9 of Section 7 (with Paragraph 4.7 including an information point on Fidelity Guarantee Insurance).	
	Any Tenderer who does not meet the minimum insurance levels and is not willing to increase their insurance policies if awarded the contract will fail.		
d)	Credit rating of bank	At least BBB+	Pass / Fail
e)	Other special requirement	Member of BACS	Pass / Fail
f)	Other special requirement	Registered with the Financial Conduct Authority	Pass / Fail
g)	Other special requirement	High Street presence in Biggleswade	Pass / Fail

2.2 AWARD CRITERIA

Tenders that pass the selection criteria stage will be scored against the award criteria. The Council is looking for the Tender that is the most economically advantageous to it. This will be assessed using the Award Criteria. The Award Criteria are made up of two elements:

- a. Quality, which will be assessed by the evaluation of a Tenderer's response to the Method Statement questions and supporting information. This accounts for 40% of the marks.
- b. Price. This accounts for 60% of the marks.

Quality - Method Statements and supporting information (40% of the final score)

Quality will be measured by an assessment of a Tenderer's responses to the Method Statement questions (with supporting information) set out in Section 8. The individuals on the evaluation panel will award scores for the Method Statements reflecting their reasoned professional judgement as to the merits of each response. Overall, Method Statement evaluation will account for 40% of the total Tender score.

Each response will be awarded a separate score out of 5, with 0 being the lowest and 5 the highest score. The definitions of each level of scoring are as follows:

0	Non-compliant response The Tender fails to meet the requirement and/or the Tenderer's response has not provided relevant information to answer or indicate a solution to the required contract requirements.
1	Unacceptable response The Tenderer's response is partially compliant, but with serious deficiencies in the solution offered. This indicates there would be serious difficulties or inability in delivering the contract requirements.
2	Unsatisfactory response The Tenderer's response is partially compliant, with minor shortfalls in the solution offered. This indicates that not all the requirements of the contract would be met and there would be difficulty in delivering the contract requirements.
3	Acceptable response The Tenderer's response is compliant. This indicates that all the basic contractual requirements are met, but not exceeded, and the contract would be delivered at the minimum acceptable level.
4	Good response The Tenderer's response is compliant, clearly indicating that the Tenderer can deliver the entire contract requirement and the solution offers some limited benefits beyond the stated requirements.
5	Excellent Response The Tenderer's response is compliant, indicating that the Tenderer has a comprehensive understanding of the contract requirements and the proposed solution will meet the contract standard and provide significant additional benefits beyond the stated requirement.

Marking of quality (non price) aspects of the Tender

The table below summarises the Method Statement Questions that will be evaluated and their associated weightings. Quality will be assessed by evaluating Tenderers' responses to one or more specific method statement questions (the method statement question headings are listed in column A and full questions listed in Section 8). The maximum percentage mark available for each individual method statement question is in Column B and these will be scored using the 0 – 5 scale defined above.

A) Specific Questions (refer to Section 8 of Tender)		B) % score available per question
Q1	<i>Compliance with the Specification</i>	15%
Q2	<i>Continuous Improvement</i>	4%
Q3	<i>Contract Implementation</i>	5%
Q4	<i>Risk</i>	4%
Q5	<i>Customer Relationship Management</i>	4%
Q6	<i>Business Continuity</i>	4%
Q7	<i>Social Value</i>	4%

Example of non-pricing scoring

A worked example of the scoring of the quality aspects follows (the scores are hypothetical).

Formula applied:

$\% \text{ weight} \times \text{points scored} \div 5$ (latter being maximum points available)

Method Statement Question		% weight	Points scored	Marks awarded
Q1	Compliance with the specification	15%	4	12
Q2	Continuous Improvement	4%	4	3.2
Q3	Contract Implementation	5%	2	2

2.3 PRICE EVALUATION

Price accounts for 60% of the total Tender score.

Price scores will be evaluated by a calculation based upon the lowest overall price for a notional 5-year period. The Tenderer with the lowest overall price will be awarded the full score of 60%, with the remaining bidders gaining pro-rated scores in relation to how much higher their prices are when compared to the lowest overall price. A worked example is given below.

Name Of Bidder	Tender Value	Formula = Lowest Price ÷ Bidders Price X Price Value	Score out of 60
Bidder A	£10,000	$£10,000 \div £10,000 \times 60$	60
Bidder B	£20,000	$£10,000 \div £20,000 \times 60$	30
Bidder C	£40,000	$£10,000 \div £40,000 \times 60$	15

Tenderers' attention is drawn to the Section 6 Form of Tender and Pricing Schedule. Tenderers are required to complete all detail in the pricing schedule. The estimated value and volume of transactions included in the pricing schedules shows the historical data over a recent 12-month period. That information is included in order that Tenders can all provide fixed prices based upon a common set of assumptions. This will allow an evaluation of prices on a fair and equal basis. However, it must be noted that the prices paid under the contracts will be based on the actual volume/ value of transactions that take place over the period of the contracts. Thus the actual payments per month will vary based on the throughput of transactions.

Tenderers must note that there is a section of the pricing schedule defined as other services/ fees. If there are any other such elements, these must be included in this part of the pricing schedule. Detailed instructions for completion are included within the pricing schedule.

2.4 Awarding the Contract

Tenderers should note that in the event that a Tender is considered to be fundamentally unacceptable on any issue, then regardless of its other merits, that Tender will be rejected. Throughout the evaluation process, the right is reserved to seek clarifications from Tenderers, where considered necessary to achieve a complete understanding of the proposals received. This may include meeting with Officers of the Council to clarify Tenders in more detail, but Tenderers will not be allowed to make any changes to their Tenders once submitted.

Once the successful Tender (the highest scoring Tender) is identified, the Council will undertake an assessment of the successful Tenderer's financial stability as part of final due diligence checks. The Council reserve the right to request the successful Tenderer to provide its audited accounts and other financial data for review by the Council. In the event of any undue or serious concerns over the successful Tenderer's financial stability, the Council will discuss such issues with the successful Tenderer. In the event serious concerns over the successful Tenderer's financial stability cannot be reconciled or satisfied, the Council reserve the right to not proceed with contract award to the highest scoring Tenderer and to proceed to award the contract to the next highest scoring Tenderer that does not present an unacceptable level of financial risk.

Once Tender evaluation is complete, Tenderers will be notified simultaneously and as soon as possible of any decision made by the Council over contract award.

Following notification of the award decision and the completion of the standstill period, the successful Tenderer will be required to sign a written contract, or execute a written contract, if it has been prepared as a deed. Instructions for the signature or execution of that contract will be provided to the successful Tenderer by the Council.

Tenderers must not undertake work or enter into any commitments for the subject matter of this invitation to Tender in advance of the written contract being properly concluded.

SECTION 3

INSTRUCTION TO TENDERERS AND CONDITIONS OF TENDER

INSTRUCTIONS FOR THE TENDER PROCESS

- 3.1 We require you to submit **ONE PAPER COPY** of your Tender (and would suggest that you keep a further copy for your own records). We also require **ONE COPY ON CD ROM OR USB MEMORY STICK (certified virus free)** to be submitted in order that the Tender can be shared easily among the evaluating officers. **You must not submit your Tender by e-mail.**
- 3.2 Please complete the following sections in this document:
- Section 6 - Form of Tender and Pricing Schedule
 - Section 7 - Business Questionnaire
 - Section 8 - Method Statements and Supporting Information
- 3.3 Only the information contained within this Invitation to Tender document, or the accompanying documentation, or otherwise communicated in writing to Tenderers by the Council, should be considered by you when making your offer.
- 3.4 Your total Tender submission, as detailed above, must be submitted as follows: -

Hand delivered and posted Tenders must be returned to:

The Town Clerk
Biggleswade Town Council
The Old Court House
Saffron Road
Biggleswade
Beds
SG18 8DL

Your Tender must be returned to the Council in a sealed package or envelope. The Tender package or envelope must not bear any mark identifying that you are the Tenderer. PLEASE NOTE: this includes franking and marking by couriers.

The return envelope/package must bear the words “Tender for Banking Services”. If there is more than one package, the words must appear on each package. If courier or other special delivery services are used, please ensure that the outside of any additional packaging also bears the above words. Your submission may be rejected if it is possible for the receiving officer to identify the sender.

- 3.5 **The closing date for the receipt by the Council of your Tender is 12:00 hours on Friday 3 March 2017.**

You must also print this time and date on the Tender return envelope or package. Tenders received after the time and date shown will be rejected and returned to the Tenderer, unless clear evidence of posting (by first class post at least two working days before the closing date) is provided to the Council.

Tenders must not be submitted by fax or e-mail.

- 3.6** If you require further information concerning the Tender process, or the nature of the proposed contract, please in the first instance put your query in writing (by post or email) to the Contact Officer identified below.

The Contact Officer for this Tender is as follows:

Town Clerk
Biggleswade Town Council
The Old Court House
Saffron Road
Biggleswade
Beds
SG18 8DL

town.clerk@biggleswadetowncouncil.gov.uk

- 3.7** Should questions arise during the Tendering period that in our judgement are of material significance, we will write to *all prospective Tenderers* to explain the nature of the question, and our formal reply. All Tenderers should take that reply into consideration when preparing their own Tenders, and we will evaluate bids on the assumption that they have done so. In order to ensure the Council can inform all potential Tenderers of answers to questions posed by other Tenderers (before the closing date), please advise the contact officer if you intend to or may submit a Tender. Failure to do so may mean you are not given details of questions and answers raised during the Tendering period.
- 3.8** **Tenderers should note that any questions raised after 3 February 2017 may not be answered.**

CONDITIONS OF TENDER

3.9 REPRESENTATIONS

You may contact the Contact Officer identified above to obtain any further information about the requirements of the contract or the Tendering procedures, if these are not evident or clear from the documents supplied to Tenderers.

No representation by any Officer of the procuring Council, nor any representation at all about any matter which has a bearing on the Contract, other than one expressly contained in the signed or executed contract documents, shall constitute a term or condition of the contract nor a representation which gives the contractor grounds for rescinding the contract or claiming damages for misrepresentation.

3.10 TENDERS EXCLUDED

Your Tender will NOT be considered for acceptance if you (or anyone working for you or on your behalf) has engaged or attempted to engage in any corrupt practice or has canvassed the Tender with any Member or Officer of the procuring Council. "Corrupt practice" includes (i) offering, promising or giving an advantage (financial or otherwise) to a public official with the intention of inducing that person to act improperly or rewarding him or her for doing so and (ii) requesting, agreeing to receive or accepting an advantage (financial or otherwise) with the intention that as a result a public official will act improperly. "Canvassing" means trying to obtain support for a tender or trying to obtain information about another tender or proposed Tender. If you have engaged or attempted to engage in such practices and that comes to light after your Tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from you. It may also be a criminal offence.

It is unlikely that any Tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in this Invitation to Tender document or (b) is delivered out of time or in a manner other than specified in these Instructions. **It is therefore in your interests to make sure that you follow these Instructions.**

3.11 ACCEPTANCE

The decision on whether to accept a Tender is the Council's. The Council are not bound to accept the lowest or any Tender.

3.12 (Not used)

3.13 COLLUSIVE TENDERING

By submitting your Tender, you confirm that you have not fixed or adjusted the amount of your Tender by or under or in accordance with any agreement or arrangement with any other person. You also certify that you have at no time, before or following the submission of your Tender, carried out any of the following acts:

i) communicating to any person except the lead Officer the amount or approximate amount of your proposed Tender, except where such disclosure, in confidence, is necessary to obtain legal or financial advice or insurance premium quotations required for the preparation of the Tender;

ii) entering into any agreement or arrangement with any person that he will not submit a Tender in competition with you or as to the amount of any Tender that he will submit;

iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or arranging for any of the actions mentioned in (i) or (ii). In the context of this paragraph, the word 'person' includes any individual and any company, firm, business, association or other body and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

3.14 FREEDOM OF INFORMATION AND DATA PROTECTION

The Freedom of Information Act 2000 requires a Council to disclose on request information it holds. Information may only be withheld where a statutory exemption applies. In providing information to the Council, you therefore accept that such information may be disclosable under the Act and you should not provide information as part of your Tender on an "in confidence" basis. If you consider that any information should not be disclosed because a statutory exemption applies, you should clearly mark it as such, stating the reasons for claiming the exemption. However, the final decision as to whether information should be disclosed or not shall be made by the Council in receipt of an access request. The Council will retain information gathered as part of this Tender exercise in accordance with its Document Retention Policy.

The Data Protection Act 1998 protects personal information of living individuals. If this Tender procedure will involve you in handling any such information, you must be registered under the Data Protection Act and comply with its provisions.

3.15 PUBLIC RIGHTS OF AUDIT

The Local Audit and Accountability Act 2014 gives interested members of the public, for a limited period each year, access to a Council's accounting records. For the purposes of this exercise, the Council's records include contracts that the Council has with its suppliers. Tenderers should note that any contract awarded at the conclusion

of this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 and any commercially confidential material that would, in the Council's judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

3.16 GOVERNMENT TRANSPARENCY INITIATIVE – PUBLICATION OF TENDER DOCUMENTS AND CONTRACTS

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative the Government is asking local authorities to publish on line all Tender documents for contracts valued over £5000 and the resulting contracts. In tendering for this contract, you should be aware that if your Tender is successful, the resulting contract may be disclosed to members of the public. In some circumstances, limited redactions will be made to comply with existing law.

3.17 QUALIFICATION

Tenders must not be qualified, conditional or accompanied by statements that might be construed as rendering the Tender equivocal. Qualified or conditional Tenders are very likely to be rejected. The Council decision as to whether or not a Tender is acceptable will be final.

You must not make any alteration or addition to any part of the Invitation to Tender except where expressly allowed. You must obtain for yourself all information necessary for the preparation of your Tender and satisfy yourself that the quality and standards specified by you or the Council are appropriate. Information supplied to Tenderers by the Council or contained in Council publications is supplied only for general guidance in the preparation of your Tender. You must satisfy yourself as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused arising from your use of such information.

Tenders and supporting documents must be in English and prices must be in pounds sterling. Any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and subject to the exclusive jurisdiction of the English Courts.

3.18 WARRANTIES

By submitting a Tender, you warrant, represent and undertake to the Council that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you, your staff or agents in connection with or arising out of the Tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of Tender submission;
- You have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the Tender and that you have not submitted the Tender and will not be entering into the contract (if the same be awarded to you by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;

- You have full power and authority to enter into the contract and perform the obligations specified in the Specification and Contract Terms and Conditions and will, if required, produce evidence of such to the Council;
- You are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to you to perform the obligations specified in the Specification and Contract Terms and Conditions; and
- You will not at any time during the duration of the contract or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of whatever nature owned or controlled by the Council and which is for the time being in the possession of you as contractor.

**PART B
THE COUNCIL'S REQUIREMENTS
SECTIONS 4 - 5**

This Part B sets out the Council' requirements and comprises the Specification for the service and the Contract Terms and Conditions. These will apply to any contract that may be placed as the result of this Invitation to Tender.

SECTION 4

SPECIFICATION

Paragraph Number	Contents
1	Introduction
2	Transaction Volumes
3	Charges
4	Bank Account Requirements
5	Bank Account Structures and Pooling of Balances
6	Branch Deposits and Encashments
7	Out of Hours Deposits
8	Specially Printed Cheques and Credit Slips
9	Statements and Return Vouchers
10	Electronic and Internet Banking
11	Reconciliation Data Services
12	Credit Facilities
13	Interest Calculation and Allocation
14	Relationship Manager

Table of Annexes	Contents
1	Indicative Activity Data
2	Current and Proposed Bank Accounts

1. INTRODUCTION

This document outlines the requirements for banking services of Biggleswade Town Council (the Council).

- 1.1 The Council is keen to streamline its banking arrangements as far as possible i.e. reducing the number of bank accounts in operation and using a sweeping process between designated accounts. The Council would like to work in partnership with the successful bank with an ultimate aim of reducing banking costs and greatly reducing the current number of cash and branch based transactions.
- 1.2 In response to the funding challenges facing local authorities, rising public expectations and growing demand for services. Council is seeking more ways to reduce cost through exploitation of new technology.
- 1.3 For additional information, the Councils have a policy of accepting payment in UK pounds sterling only.

2. TRANSACTION VOLUMES

- 2.1 An estimate of the annual transaction volume for Council is provided in Annex 1 and is based on actual volumes for a recent 12-month period.
- 2.2 Whilst the Annex provides details of current transaction volumes it is anticipated that volumes will change during the contract period as Council redesigns and seeks further efficiencies for service delivery.
- 2.3 Volumes quoted are therefore likely to decrease.
- 2.4 The Council will not be liable for any costs incurred or reduced income stream of the chosen bank, arising from fluctuations in volumes, except as set out in the pricing schedules.

3. CHARGES

- 3.1 Charges must be calculated based on a fixed per item transaction tariff (either price or percentage) for the first five years of the contract. The initial contract period is 5 years (with an option to extend for a further 5 years).

- 3.2 The bank account charges from the prospective banking provider must be debited to a single bank account nominated by the Council. An advice of charges showing the transaction volumes and calculation of the fee must be provided to the Council at least 10 calendar days before the charge is due.
- 3.3 Should the Council decide to appoint a new bank following expiry of this contract, it is likely that there will be residual transactions posted to the old accounts for several months after the contract end date. Pricing must be held at the agreed levels for all transactions handled post contract end date for a minimum period of six months.

4. BANK ACCOUNT REQUIREMENTS

- 4.1 A summary of the number of bank accounts currently maintained by the Council is provided in Annex 2.
- 4.2 It is essential, in line with the current arrangements, that the accounts (except the Deposit Account) are consolidated by the chosen banking provider on a daily basis, for treasury management purposes.
- 4.3 The chosen banking provider must be a member of Bankers' Automated Clearing Services (BACS) Payments Schemes Ltd.

5. BANK ACCOUNT STRUCTURES AND POOLING OF BALANCES

- 5.1 The banking service provider must be able to pool or offset balances across any number of bank accounts maintained by Council.
- 5.2 The Council will require automatic transfers or 'sweeps' between all of its accounts on a daily basis.

6. BRANCH DEPOSITS AND ENCASHMENTS

- 6.1 All services will require access to a **local** branch (or similar bank counter services) within Biggleswade Town Centre during normal working hours to deposit income and make medium value withdrawals.
- 6.2 Should a branch or processing facility close or significantly reduce its opening hours, the banking services provider must give at least three months' prior notice and provide suitable alternative arrangements at no additional cost to the Council.
- 6.3 Although the number of cheque encashments is unknown, for the purposes of providing Tenders, Tenderers should assume an average value of £200.

7. OUT OF HOURS DEPOSITS

- 7.1 A night safe or similar facility will be required at a branch within Biggleswade Town Centre to enable deposits of cash and cheques to be made outside of normal working hours. Any such deposits will be recorded as being deposited on the next working day.

8. SPECIALLY PRINTED CHEQUES AND CREDIT SLIPS

- 8.1 The Council will arrange their printing of personalised cheque stationery.
- 8.2 It will be the preferred bank's responsibility to arrange and provide specially printed paying-in books and/or credit slips for the Council.

9. STATEMENT AND RETURN OF VOUCHERS

- 9.1 The banking provider will need to ensure that detailed electronic and or paper statements are available for the main accounts.
- 9.2 The routine return of paid cheques is not required.
- 9.3 Copies of cheques and credit slips will be required on an ad-hoc basis for resolving transaction queries and for fraud investigations. Images of cheques and credit slips must be available for at least seven years after the transaction date.

10. ELECTRONIC AND INTERNET BANKING

- 10.1 The Council will require an internet browser facility that (as a minimum) provides the ability for the following services: -
- Balance and transaction reporting (i.e. for all bank accounts maintained) with 'drill-down' facilities to individual transactions;
 - To initiate Sterling CHAPS payments up to 3:30 pm;
 - To initiate BACS, Faster Payments and inter-account transfers; and;
- 10.2 The proposed service must provide flexibility that enables system administrators to set levels of access and authorisations for individual users.

11. RECONCILIATION DATA SERVICES

- 11.1 All data supplied by the chosen bank must be provided in a secure manner.

12. CREDIT FACILITIES

- 12.1 A BACS limit totalling £250,000 is required.
- 12.2 The margin over the Bank of England Base Rate that would apply to any overdrawn balances must not exceed 1%.
- 12.3 All limits will be reviewed periodically by the Council.

13. INTEREST CALCULATION AND ALLOCATION

- 13.1 An instant access high interest bearing deposit account, the rate to be specified by Tenderers in the Invitation to Tender document will be required and calculated daily. The interest rate will be reviewed with the Relationship Manager, every 6 months.

13.2 The banking provider must be able to provide a suitable allocation service that would meet the requirements of the Council i.e. cash surpluses and deficits 'pooled' on a daily basis between a deposit account facility and a designated main account facility.

14. RELATIONSHIP MANAGER

14.1 To ensure the smooth running of the accounts, a nominated Relationship Manager from the contracted provider should be allocated to the Council, with periodic meetings to be held at the Town Council Offices.

INDICATIVE ACTIVITY DATA:

Transaction Type	Estimated Annual Volume or Value (£)
Debit Entries: -	
Cheques Paid	627 - £702,495
Standing Orders/Direct Debits Paid	168 - £147,131
BACS Recalls	NIL
Credit Entries: -	
Manual Credits	NIL
Automated Credits	23 - £834,560
Cash Paid In – Branch - Notes	45 deposits - £21,620
Cash Paid In – Branch – Coin	Not Known – All cash listed under notes
Cheques Paid In - Branch	Volume not known - £40,504
Other Activities: -	
Unpaid Cheques	NIL
Unpaid Direct Debits	NIL
Stopped Cheques	Average 10 a year
CHAPS – outwards (direct input)	NIL
BACS Items	NIL
BACS File Submissions	12 - £171,692

Interest Bearing Accounts: -	
Deposit	Surplus cash (overnight and short term deposits)

PROPOSED BANK ACCOUNT EXAMPLE:

Account Name	Purpose
General *	All Expenditure and Income
Interest Bearing Accounts: -	
Deposit *	Surplus cash (overnight and short term deposits)

*** The final position regarding the number of bank accounts for the Council will be decided nearer the contract award date.**

CURRENT BANK ACCOUNTS:

Account Name	Purpose
General Account	All Expenditure and Income (£20,000 balance maintained by imprest from deposit account)
Mayor's Charity Account	All Expenditure and Income relating to the Mayor's Charity
Interest Bearing Accounts: -	
Deposit Account	Reserves plus surplus cash (overnight and short term deposits)
Deposit Account	Reserves

SECTION 5

CONTRACT TERMS AND CONDITIONS

Any queries about any terms and conditions should be raised and clarified with the Contact Officer prior to Tender submission. You may propose amendments to the contract terms and conditions by submitting to the Contact Officer a copy of the terms and conditions as a Word document, showing in tracked changes exactly the amended wording you propose. Drafting notes and requests to discuss the terms and conditions with the Council will be ignored. If you wish to submit proposals for amendment, you must do so by **3 February 2017**. The Council will consider all such proposals and will circulate to all Tenderers by 17 February 2017 a final version of the contract terms and conditions including all amendments that it is prepared to accept.

Please note that this is your **only** opportunity to propose amendments to the contract terms and conditions. The Council will not enter into any negotiations whatsoever on the terms and conditions after Tenders have been submitted. It is therefore in your interest to read the terms and conditions carefully and to take any advice you feel you need, before you formulate your Tender.

You must not propose any amendments to the contract terms and conditions as part of your Tender. If you do so, there is a high degree of probability that your Tender will be rejected.

If your Tender is successful and you then attempt to negotiate changes to the terms and conditions, the Councils reserve the right to not to award the contract to you and to award it to another Tenderer.

DATE2017

(1)
[BIGGLESWADE TOWN COUNCIL]

- and -

(2)
[BANKING SERVICES PROVIDER]

A G R E E M E N T

For the provision of Banking Services

INDEX

Articles of Agreement

Conditions of Contract

1. Definitions and Interpretation
2. Entire Contract
3. Bank's Due Diligence
4. Implementation
5. Commencement and Term
6. The Services
7. Changes to the Contract
8. Contract Price
9. Payment
10. Value Added Tax
11. Indexation
12. Council Contract Manager
13. Bank's Representative
14. Bank's Personnel
15. Health and Safety
16. Data Protection
17. Freedom of Information
18. Equalities
19. Observance of Statutory Requirements
20. Prevention of Corruption
21. Audit and Investigations
22. Insurance
23. Indemnity
24. Limitation of Liability
25. Council Data
26. Information Security
27. Viruses
28. Back-up Copies
29. Intellectual Property Rights
30. Assignment and Sub-contracting
31. Force Majeure
32. Dispute Resolution
33. Advertising and Publicity

34. Termination
35. Consequences of Termination
36. Exit Strategy
37. Waiver
38. Right of Set-off
39. Independent Contractor
40. Third Party Rights
41. Communications
42. Remedies Cumulative
43. Severability
44. Survival of the Contract
45. Law of the Contract and Jurisdiction

Schedules

1. Specification
2. Tender
3. Implementation Plan
4. Parties' Representatives and Contact Details

ARTICLES OF AGREEMENT

THIS AGREEMENT is made the day of 2017.

PARTIES

- (1) **BIGGLESWADE TOWN COUNCIL** of The Old Court House, 4Saffron Road, Biggleswade SG18 8DL (“the Council”)
- (2) **[BANK]**, a company incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“the Bank”)

BACKGROUND

- (A) The Council published a contract notice on the [DATE] 2017.
- (B) In response to the Council’s contract notice, the Bank has submitted a Tender for the provision of banking services to the Council.
- (C) The Council has decided to award a contract for the provision of such services to the Bank on the terms and conditions set out in this Agreement.

THE COUNCIL AND THE BANK HAVE AGREED AS FOLLOWS:

1. The Contract comprises: -
 - 1.1 these Articles of Agreement;
 - 1.2 the Conditions of Contract; and
 - 1.3 the Schedules -
which together set out the contract between the Council and the Bank for the provision of banking services to the Council and are collectively referred to as the Contract Documents.
2. The Contract governs the overall relationship between the Parties with regard to the provision of banking services to the Council and the Contract shall be performed in accordance with the Contract Documents.

IN WITNESS whereof the Council and the Bank have executed and delivered this Agreement as a deed the day and year first before-written

[ATTESTATION CLAUSE FOR COUNCIL]

[ATTESTATION CLAUSE FOR BANK]

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires:

Contract Documents	has the meaning out in Article of the Articles of Agreements
Council's Contract Manager or CCM	means the person appointed by the Council from time to time to manage the Contract on its behalf,
Bank's Personnel	means the Bank's employees, agency staff and contractors and includes contractors' employees and agency staff;
Bank's Representative	means the person appointed by the Bank in accordance with Condition;
Contract Standard	means the standard that complies in all material respects with the provisions of the Contract Documents and, to the extent that no criteria are stated in the Contract Documents, to the reasonable satisfaction of the Council's Contract Manager;
Council Data	means any data, record, document or information howsoever stored that relates to the Services or the Council and which is communicated in writing, orally, electronically or by any other means by the Council or Council Personnel to the Bank or is obtained by the Bank during the course of the Services. Council Data shall further mean any information, data or document which is compiled by the Bank during the course of the Bank's provision of the Services;
Council Personnel	means the Council's employees, agency staff and contractors (other than the Bank) and includes contractors' employees and agency staff;
Dispute Resolution Procedure	means the procedure set out in Condition 32 (Dispute Resolution) for resolution of disputes arising out of or relating to the Contract;
DPA	means the Data Protection Act 1998;
EIR	means the Environmental Information Regulations 2004;
FOIA	means the Freedom of Information Act 2000;

Force Majeure Event	means the occurrence during the Term of: (i) war, civil war, armed conflict or terrorism; or (ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the result of the action of the Bank; or (iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake; or (iv) pressure waves caused by devices travelling at sonic or supersonic speeds – which directly causes either Party to be unable to comply with all or a material part of its obligations under this Contract;
Index	means the Consumer Prices Index published by the Office for National Statistics;
Information	has the meaning given in Section 84 of FOIA,
Intellectual Property Rights or IPR	means any and all rights in intellectual property of any nature anywhere in the world, whether or not registered or capable of registration, including without limitation patents, trademarks, service marks, registered designs and domain names, applications for any of the foregoing, copyright, rights in databases, moral rights, rights in designs, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites, confidential information together with all and any goodwill relating or
Implementation Plan	means the plan for implementation and implementation of the Services set out in Schedule;
Party	means either the Council or the Bank, according to the context, and “Parties” means both of them;
Price	<i>means the sums payable by the Council to the Bank for the Services;</i>

Pricing Schedules	means the schedules submitted by the Bank as part of the Tender, which set out the rates and prices to be charged by the Bank for the performance of the Services in accordance with the Specification;
Prohibited Act	means: <ul style="list-style-type: none"> (i) to offer (directly or indirectly), promise or give any Council Personnel a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; (ii) to request (directly or indirectly), agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (iii) to commit any offence: <ul style="list-style-type: none"> (a) under the Bribery Act 2010; (b) under Section 117 of the Local Government Act 1972; (c) under legislation creating offences concerning fraudulent acts; (d) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or (e) of defrauding, attempting to defraud or conspiring to defraud the Council;
Service Commencement Date	means the date on which the Services begin, being the [-----2017] at 00.00 hours;
Services	means the provision of banking services in accordance with the Contract Documents;
Specification	means the statement of the Council's requirements for the Services, which is set out in Schedule 1;
Statutory Requirements	means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes that apply or relate to the provision of the Services;

Tender	means the form of Tender dated the [DATE] and the associated documents (including the Pricing Schedules) submitted by the Bank, which constitute the Bank's offer to the Council, all of which are set out in Schedule 2;
Term	means, subject to Conditions 5 (Commencement and Term) and 34 (Termination), the period of [five, years beginning on the Service Commencement Date;
VAT	means Value Added Tax;
Working Days	means all days except Saturdays, Sundays, public holidays in England and any days that the Council notifies the Bank are days on which the Council's main offices are closed.
Working Hours	means 09.00 to 17.00 on all Working Days

- 1.2 The following rules of interpretation apply in this Contract:
- 1.2.1 Condition, schedule and paragraph headings are for ease of reference only and shall not affect the interpretation of this Contract;
- 1.2.2 References to conditions and schedules are to the conditions and schedules of this Contract; references to paragraphs are to paragraphs of the relevant schedule;
- 1.2.3 Words denoting persons include individuals, firms, partnerships, corporations and unincorporated associations (whether or not having a separate legal personality) and their successors and permitted assignees or transferees;
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.7 In this Contract, a reference to a statute, enactment, order, regulation or other statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.8 Unless expressly provided otherwise, a reference to "in writing" or "written" includes facsimile transmissions and electronic mail;
- 1.2.9 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done;

- 1.2.10 A reference to an agreement is a reference to that agreement as varied or novated (in each case, other than in breach of the provisions of this Contract) at any time;
- 1.2.11 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms;
- 1.2.12 References to a “month” means the period between one date in a calendar month and the same date in the preceding or succeeding calendar month (as applicable) and references to a “week” means a period of seven days;
- 1.2.13 In the event of any conflict, ambiguity or inconsistency between any of the Contract Documents, the following order of precedence shall apply:
- the Specification shall take precedence over the other Schedules; and
 - the Conditions of Contract shall take precedence over the Specification.

2. ENTIRE CONTRACT

- 21 The Contract is the sole and entire contract between the Council and the Bank for the provision of the Services and supersedes all other representations (other than fraudulent representations), submissions, negotiations or understandings relating to the subject-matter of the Contract.
- 22 Each Party acknowledges and confirms that, in entering into the Contract, it has not relied on any statement, assurance, warranty or representation (whether negligent or innocent), including any representations or statements in respect of the value of services to be performed pursuant to the Contract, except as expressly set out in the Contract, and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to the Party shall be for breach of contract.
- 23 Condition 2.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of the Contract that was induced by fraud, for which the remedies available shall be those available under the law governing the Contract.

3. BANK’S DUE DILIGENCE

- 31 Before submitting the Tender, the Bank has carefully examined the Specification and these Conditions of Contract and has satisfied itself as to the accuracy and sufficiency of the rates, prices, method statements and other information in the Tender and that these will well and sufficiently provide for all of the Bank’s obligations under the Contract and will provide the Bank with an adequate return for all its obligations under the Contract. The Bank has obtained for itself all necessary information that might influence or affect its Tender.
- 32 Without prejudice to the generality of Condition 3.1, the Bank has provided in its Tender for all equipment, materials, personnel, premises, facilities and anything else necessary or prudent for the performance of its obligations under the Contract.

33 The Council makes no representation and accepts no liability as to the actual level or volume of resources (including, for the avoidance of doubt, money) that may be required of the Bank under this Contract and does not guarantee the amount of income the Bank may receive or profit the Bank may make under the Contract.

34 The Bank acknowledges that it is important to the Council that no material conflict between the interests of the Council and those of the Bank or any of the Bank's other customers shall be allowed to arise in the Bank's performance of the Services. The Bank shall notify the Council's Contract Manager as soon as reasonably practicable on becoming aware of any such material conflict of interest. The Bank shall take all reasonable action to remove or avoid the cause of any such material conflicts of interest to the reasonable satisfaction of the Council's Contract Manager.

35 The Bank shall not at any time during the Term intentionally or negligently use knowledge or information about the Council obtained in the performance of the Services so as to prejudice the interests of the Council in any manner whatsoever.

4. IMPLEMENTATION

41 Promptly after the date of this Contract and before the Service Commencement Date, the Bank and the Council shall meet and attempt in good faith to agree the detail of the Implementation Plan, building on the method statement submitted by the Bank in its Tender. The Parties shall comply with the requirements of the agreed Implementation Plan, so that they are both ready for the Services to commence on the Service Commencement Date.

5. COMMENCEMENT AND TERM

5.1 The Contract shall commence on the Service Commencement Date and shall continue until the end of the Term. The Term may be limited in accordance with Condition 34 (Termination).

5.2 The Council may by not less than twelve months' notice in writing to the Bank extend the Term by a period of up to five years. The Bank shall confirm its agreement to such extension by notice in writing to the Council within one month of the date of the Council's notice, in default of which the Term shall expire as if the Council had not served a notice to extend.

5.3 The Bank shall commence performance of the Services on the Service Commencement Date and shall continue to provide the Services in accordance with the Contract Documents until the end of the Term, whenever that may be.

6. THE SERVICES

6.1 The Bank shall provide the Services (as may be varied from time to time in accordance with this Contract) throughout the Term with all due skill, care and diligence to be expected of a competent undertaking experienced in providing services of the type, size and scope of the Services, and to the Contract Standard.

6.2 The Bank shall use all reasonable endeavours to co-operate fully and effectively and to co-ordinate its activities with any other contractor engaged by the Council to provide services or carry out works related to or connected with the Services. Without prejudice to its obligation to mitigate loss, any costs incurred by the Council in consequence of failure by the Bank to comply with this requirement may be deducted from any sums owing to the Bank by the Council pursuant to the Contract or may be recoverable by the Council as a debt.

7. CHANGES TO THE CONTRACT

7.1 The Parties acknowledge that it may be necessary or expedient to make changes to the Contract during the Term. No such changes shall be valid or effective unless recorded in writing and signed for and on behalf of the Parties.

8. CONTRACT PRICE

8.1 The Council shall pay the Bank the Price for the Services at the times and in the manner set out in this Contract.

9. PAYMENT

9.1 The Bank shall submit a VAT invoice to the Council for the Price for each calendar month. VAT invoices may be submitted as an attachment to an e-mail.

9.2 The Council shall pay the Bank within thirty days of receipt of a correct and valid VAT invoice. The Bank shall be entitled to charge interest at eight per cent above the Bank of England Base rate from time to time from and including the thirty-first day after receipt by the Council of a correct and valid VAT invoice to the actual day of payment.

9.3 In the event of any dispute as to the Price for any calendar month, the Bank shall be entitled to submit a VAT invoice for any undisputed amount, which shall be payable by the Council in accordance with Condition 9.2. The dispute shall be referred to the Dispute Resolution Procedure.

10. VALUE ADDED TAX

10.1 The Bank's rates and prices are shown in the Pricing Schedules net of VAT chargeable on the supply by the Bank of the Services.

10.2 Subject to the Bank providing the Council with correct and valid VAT invoices, the Council shall pay to the Bank any VAT properly chargeable on the supply of the Services by the Bank.

11. INDEXATION

11.1 The rates and prices in the Pricing Schedules shall be reviewed on each anniversary of the Service Commencement Date, beginning with the fifth such anniversary, so that (for the avoidance of doubt) there shall be no change in such rates and prices during the first five years of the Term. The rates and prices for the year following each such anniversary shall be the rates and prices for the previous year increased or decreased (as the case may be) by

the annual percentage change over the previous year in the Index last published before the anniversary.

- 11.2 For the avoidance of doubt, throughout the Term the margin over the Bank of England Base Rate that would apply to any overdrawn balances shall not exceed 1%.

12. COUNCIL'S CONTRACT MANAGER

- 12.1 The Council's Contract Manager is authorised by the Council to manage the Contract on its behalf and to exercise all powers of the Council in relation to the Contract. The Council's Contract Manager shall at all times act reasonably. The Council shall notify the Bank in writing of any change in the identity of the Council's Contract Manager.

- 12.2 The Council's Contract Manager may delegate any of his functions and responsibilities under the Contract to one or more deputies by notifying the Bank in writing, stating:

12.2.1 the identity of such deputy;

12.2.2 the functions and responsibilities delegated to the deputy by the Council's Contract Manager; and

12.2.3 any limitations to the deputy's authority.

- 12.3 Any delegation under Condition 12.2 may be amended from time to time by the Council's Contract Manager notifying the Bank in writing, stating the modification made.

- 12.4 The identities and contact details of the Council's Contract Manager and the deputies at the start of this Contract are set out in Schedule 4 (Representatives and Contact Details).

13. BANK'S REPRESENTATIVE

- 13.1 The Bank shall appoint a competent, qualified and experienced individual ("the Bank's Representative") to manage the delivery and performance of the Services on the Bank's behalf. The Bank's Representative shall be authorized to act on behalf of the Bank for all purposes connected with the Contract. Any statement or instruction made or given to the Bank's Representative relating to or in connection with the Contract shall be deemed to have been given to the Bank. The Bank's Representative shall at all times act reasonably.

- 13.2 Save where the Bank's Representative is unavailable by reason of holidays, sickness or statutory daily breaks, he shall be contactable and available to work on the Contract during all Working Hours. When the Bank's Representative is unavailable by reason of holidays, sickness or statutory daily breaks, he shall nominate a deputy to perform the duties of Bank's Representative and be contactable and available to work on the Contract during all Working Hours.

- 13.3 It is important to the effective performance of the Contract that a good working relationship is built up between the Council's Contract Manager and the Bank's Representative. Accordingly, the Bank shall give the Council's Contract

Manager at least one month's notice of any change in the identity of the Bank's Representative and shall not appoint a new Bank's Representative without the consent of the Council's Contract Manager, such consent not to be unreasonably withheld.

- 134 The Bank's Representative shall, as soon as reasonably practicable, inform the Council's Contract Manager of any acts or omissions on the part of the Council that may prevent or hinder the Bank in providing the Services, provided that the provision of such information shall not in any way release or excuse the Bank from any of its obligations under the Contract.

14. BANK'S PERSONNEL

- 14.1 The Bank shall be responsible for the activities of the Bank's Personnel engaged in the provision of the Services.
- 14.2 The Bank shall engage sufficient competent, qualified and experienced persons to ensure that the Services are provided at all times during the Term to the Contract Standard.
- 14.3 The Council's Contract Manager, acting reasonably, may, because of the nature of the Services or the behaviour of any of the Bank's Personnel, require any of the Bank's Personnel to be removed from the provision of the Services by giving the Bank's Representative written notice to that effect, stating the reasons. The Bank shall forthwith remove such of the Bank's Personnel from the provision of the Services and shall as soon as reasonably practicable provide a replacement or replacements of appropriate skills and experience. For the avoidance of doubt, removal of Bank's Personnel from the provision of the Services does not mean dismissal from the employment of the Bank.
- 14.4 The Council shall not be liable either to the Bank or the Bank's Personnel in respect of any liability, loss or damage arising from removal of Bank's Personnel from the provision of the Services pursuant to Condition 14.3.
- 14.5 The Bank shall use all reasonable endeavours to ensure that Bank's Personnel maintain the security and confidentiality of Council Data and of information belonging to third parties that may be in the Bank's possession or control from time to time during the performance of the Services.

15. HEALTH AND SAFETY

- 15.1 The Bank shall make itself aware of and at all times comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and of all other Statutory Requirements relating to health and safety applicable to the provision of the Services.

16. DATA PROTECTION

- 16.1 The Bank shall (and shall procure that all Bank's Personnel shall) comply with any notification requirements under DPA and both Parties shall duly observe all their obligations under DPA which arise in connection with the Contract.

- 16.2 Notwithstanding the general obligation in Condition 16.1, where the Bank is processing personal data as a data processor (as both terms are defined in DPA) for the Council, the Bank shall ensure that it has in place technical and contractual measures to ISO 27001 security management standard to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to DPA; and
- 1621 shall provide the Council with such information as the Council may reasonably require to satisfy itself that the Bank is complying with its obligations under DPA;
- 1622 shall promptly notify the Council of any breach of the security measures required to be put in place pursuant to Condition 16.2; and
- 1623 shall ensure it does not knowingly or negligently do or omit to do anything that places the Council in breach of the Council's obligations under DPA.
- 1624 The provisions of this Condition 16 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

17. FREEDOM OF INFORMATION

- 17.1 The Bank acknowledges that the Council is subject to the requirements of FOIA and EIR and shall assist and co-operate with the Council to enable the Council to comply with those requirements.
- 17.2 The Bank shall:
- 17.2.1 transfer any request for Information under FOIA or EIR to the Council as soon as practicable after receipt and in any event within two Working Days;
- 17.2.2 provide the Council with a copy of all Information in its possession or control in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that Information;
- 17.2.3 provide the Council with a copy of all Information in its possession; and
- 17.2.4 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 FOIA or regulation 5 of EIR.
- 17.3 The Council shall be responsible for determining in its absolute discretion whether any Information:
- 17.3.1 is exempt from disclosure in accordance with the provisions of FOIA or EIR; or
- 17.3.2 is to be disclosed in response to a request for Information.
- 17.4 In no event shall the Bank respond directly to a request for Information unless expressly authorised to do so by the Council.
- 17.5 The Bank acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge

of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or EIR to disclose Information:

- 17.5.1 without consulting with the Bank; or
- 17.5.2 following consultation with the Bank and having taken its views into account,
- 17.5.3 provided always that where Condition 17.5 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Bank advanced notice, or failing that, to draw the disclosure to the Bank's attention after any such disclosure.
- 17.6 The Bank 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 on request from time to time.
- 17.7 Section 26 of the Local Audit and Accountability Act 2014 gives a right to inspect and make copies of books, deeds, contracts, bills, vouchers and receipts relating to accounts the subject of an audit. For the avoidance of doubt, the decision of the Council as to whether any part of the Contract Documents or any bills, vouchers or receipts arising from them are commercially confidential Information entitled to be excluded from such inspection and copying shall be final. The Council will take into account any representations made by the Bank before making such a decision.
- 17.8 Subject to the fore-going provisions of this Condition 17, this Contract is confidential and neither Party shall disclose its content to any third party except to its professional advisers or as may be required by law or for the proper provision of the Services or as required or permitted by this Contract. This Condition shall not apply to any Information which has come into the public domain other than through the fault of the Bank or which the Bank is required to disclose or dispose of by law or under direction of any court or other competent lawful Authority.

18. EQUALITIES

- 18.1 The Bank shall adopt a policy to comply with the requirements of the Equality Act 2010 and shall not discriminate (directly or indirectly) against, harass or victimize any individual or group of people because of age; disability; gender reassignment; marriage or civil partnership; pregnancy or maternity; race; religion or belief; sex or sexual orientation and, further, shall seek to advance equality of opportunity and foster good relations generally.
- 18.2 Pursuant to Condition 18.1, the Bank shall also observe as far as possible the Equality Act Codes of Practice produced by the Equality and Human Rights Commission, which accompany the Equality Act 2010.
- 18.3 The Bank shall refer to its Equal Opportunities policy:
 - 18.3.1 in instructions to those concerned with recruitment, training and promotion of Bank's Personnel;
 - 18.3.2 in documents available to Bank's Personnel, recognized trade unions or other representative groups of Bank's Personnel; and

- 18.3.3 in advertisements and other literature for such Bank's Personnel.
- 18.4 The Bank shall, on request, provide the Council with examples of such instructions, documents, advertisements and other literature.
- 18.5 In the event of any finding of unlawful discrimination, harassment or victimization being made against the Bank by any court or tribunal, or of an adverse finding in any formal investigation, the Bank shall take appropriate steps to prevent repetition of the unlawful conduct and shall, on request, provide the Council with details of any steps taken.
- 18.6 The Bank shall take all reasonable steps to ensure that Bank's Personnel do not act towards members of the public or Council Personnel in a manner that could amount to unlawful discrimination, harassment or victimisation.

19. OBSERVANCE OF STATUTORY REQUIREMENTS

- 19.1 Without prejudice to any other Conditions, the Bank shall comply with all Statutory Requirements to be observed and performed in connection with the provision of the Services and shall obtain, at its own expense, all approvals, permissions and other things necessary in connection with the Services.
- 193 The Bank shall monitor and keep the Council informed in writing of any changes or promulgated changes in the Statutory Requirements which may impact the Services and shall provide the Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- 194 The Bank shall consult with the Council (and attempt in good faith to agree with the Council) on the manner, form and timing of changes the Bank proposes to make to meet any changes in any Statutory Requirements that would impact the Services. The Bank shall not, without the Council's prior written agreement, implement any change that would have a material and adverse effect on the Bank's ability to provide the Services to the Contract Standard.
- 19.5 Without prejudice to the preceding provisions of this Condition 19, the Parties shall both use all reasonable endeavours to minimise any disruption caused by any changes in any Statutory Requirements.

20. PREVENTION OF CORRUPTION

- 20.1 The Bank:
- 20.1.1 shall not commit any Prohibited Act in connection with this Contract;
- 20.1.2 represents and undertakes that it is not aware of any financial or other advantage having been offered or given to any Council Personnel, or that an agreement has been reached to that effect, in connection with the award of this Contract.
- 20.2 The Bank shall, if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010 or section 117 of the Local Government Act 1972.

- 20.3 The Bank shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent any Bank's Personnel from committing a Prohibited Act and the Bank shall enforce such policy.
- 20.4 If the Bank knows of or suspects any breach of Condition 20.1, the Bank shall notify the Council immediately.
- 20.5 If the Bank notifies the Council that it knows of or suspects that there may be a breach of this Condition 20, the Bank shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for six years following the expiry or termination of this Contract.
- 20.6 Notwithstanding Condition 32 (Dispute Resolution), any dispute relating to:
- 20.6.1 the interpretation of this Condition 20; or
- 20.6.2 the amount or value of any gift, consideration or commission shall be determined by the Council and its decision shall be final and conclusive.

21. AUDIT AND INVESTIGATIONS

- 21.1 The Bank acknowledges and agrees that the Council may use any Information or data arising from the Contract or the Services for the purpose of preventing or detecting fraud.
- 21.2 The Bank shall, at its own cost, co-operate fully with any enquiry or investigation (whether routine or specific) made by the Council's internal or external auditors or any other quality or performance inspectors (including, for the avoidance of doubt, the Local Government Ombudsman) or any regulatory body that in any way concerns, affects or relates to the Services or any sums claimed or charged in relation to this Contract.
- 21.3 The co-operation mentioned in Condition 21.2 shall include (but not be limited to) the following:
- 21.3.1 providing access to or copies of such files, documents, letters, notes, minutes, records, accounts or any other information (held in any media) that relate to the subject or service under investigation;
- 21.3.2 providing access to any premises and assets used by the Bank in the provision of the Services (including ICT hardware and software);
- 21.3.3 providing access to Bank's Personnel, including providing suitable facilities for interviewing such Bank's Personnel;
- 21.3.4 maintaining the confidentiality of the enquiry or investigation when requested to do so by the auditors or inspectors;
- 21.3.5 allowing the enquiry or investigation to take such copies of documents, photographs or other records as they may reasonably require.
- 21.4 The Bank shall procure that satisfactory facilities are made available to any such enquiry or investigation mentioned in Condition 21.2 and to the Council's

Contract Manager and that reasonable assistance is given to them to facilitate such enquiry or investigation.

- 21.5 The Bank shall ensure that the terms of any sub-contract to this Contract contain equivalent provisions to this Condition 21.
- 21.6 Where, as a result of such investigation, the Local Government Ombudsman issues any report in which he is of the opinion that any injustice as a result of maladministration has taken place and the Council is of the opinion that such injustice is in whole or in part caused by or attributable to the Bank, the Bank shall: -
- 21.6.1 fully and promptly co-operate with the Council in formulating a reply to such report;
- 21.6.2 use its best endeavours to rectify or remedy the injustice;
- 21.6.3 use its best endeavours to prevent a recurrence of the maladministration; and
- 21.6.4 take such other steps as the Council may reasonably require in order to comply with any recommendations in the report.
- 21.7 The Bank shall fully and promptly indemnify and keep indemnified the Council against any payment made by the Council following any finding of injustice as a result of maladministration by the Local Government Ombudsman to the extent that the same was caused by or attributable to the Bank.
- 21.8 In this Condition 21 the term "maladministration" shall include, without limitation, bias, neglect, inattention, delay, incompetence, perversity, turpitude and arbitrariness.

22. INSURANCE

- 22.1 The Bank shall maintain public liability insurance to cover any expense, liability, loss, claim or proceedings whatsoever arising from personal injury to or death of any person or the loss of or damage to any real or personal property, arising out of or in the course of or caused by the provision of the Services by the Bank in a sum of not less than five million pounds (£5,000,000) for any one occurrence or series of occurrences arising out of one event. The policy or policies shall contain an indemnity to principals clause, such that in the event of a claim being brought against the Council in respect of which the Bank would be entitled to be indemnified under the policy, the insurer will indemnify the Council against such claim and all costs, charges and expenses reasonably incurred in respect thereof.
- 22.2 The Bank shall maintain employer's liability insurance to cover the liability of the Bank in respect of personal injury to or death of any person under a contract of service or apprenticeship with the Bank and arising out of or in the course of such person's employment, in a sum of not less than five million pounds (£5,000,000) and such insurance shall otherwise comply with the Employer's Liability (Compulsory Insurance) Act 1969. The policy or policies shall contain an indemnity to principals clause, such that in the event of a claim being brought against the Council in respect of which the Bank would be entitled to be indemnified under the policy, the insurer will indemnify the

Council against such claim and all costs, charges and expenses reasonably incurred in respect thereof.

- 22.3 The Bank shall at all times during the Term and for a period of six years thereafter maintain with a reputable company professional indemnity insurance with a minimum limit of indemnity of Two million pounds (£2,000,000) per claim.
- 22.4 *On or before the Service Commencement Date and upon each renewal date of any relevant policy*, the Bank shall supply to the Council, written confirmation from its insurers or brokers that the Bank's insurance policies comply with this Condition 22 and in default of such written confirmation the Bank shall supply to the Council promptly on request copies of all relevant insurance policies or evidence to the reasonable satisfaction of the Council's Contract Manager, cover notes, premium receipts and other documents necessary to establish compliance with this Condition.
- 22.5 The Council's Contract Manager shall be entitled to notify the Bank in writing that in the reasonable opinion of the Council's Contract Manager any policy of insurance effected by the Bank does not comply with this Condition 22 and to require the Bank to effect such insurance so as to comply. Upon receipt of such notice, the Bank shall forthwith procure and effect such insurance, as the Council's Contract Manager shall require. In default thereof, the Council's Contract Manager may cause such insurance to be effected, whereupon the Bank shall pay to the Council on demand such sum as the Council's Contract Manager shall certify as being the cost to the Council of effecting such insurance, together with any administration charges incurred by the Council, either by way of a deduction from amounts payable to the Bank under the Conditions or by recovering such costs as a debt due to the Council by the Bank.

23. INDEMNITY

- 23.1 The Bank shall be liable for and shall fully and promptly indemnify and keep indemnified the Council and Council Personnel against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever and however so arising, whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, or in connection with the provision or execution of or any failure to provide the Services or by the Bank's breach of the Contract.
- 23.2 To avoid ambiguity, the Bank's liability to indemnify the Council pursuant to this Condition 23 on account of loss or damage to any property of any nature whatsoever, includes an unequivocal liability by the Bank to reimburse the Council for all costs and expenses reasonably incurred by the Council in the replacement, repair or reinstatement of such property, regardless whether such replacement, repair or reinstatement results in a betterment or improvement in or to such property lost or damaged.
- 23.5 The Council shall not under any circumstances be liable to the Bank whether in contract, tort or otherwise, for any loss, damage or injury however caused arising out of and in the course of or in connection with the execution of, or in connection with the provision by the Bank of the Services.
- 23.6 Subject to the rights of the insurers under the insurance policies required by Condition 22, the Bank may at its own expense and with the co-operation of the

Council have conduct of any third party claim, including its settlement, and the Council shall not, unless the Bank shall have failed to resolve the third party claim within a reasonable period of time, take any action to settle or prosecute the third party claim.

24. LIMITATION OF LIABILITY

24.1 Neither Party limits its liability for:

24.1.1 death or personal injury caused by its negligence, or that of its employees, agents; or

24.1.2 fraud by it or its employees, agents; or

24.1.3 breach of any obligation as to title implied by statute; or

24.1.4 any other act or omission, liability for which may not be limited under any Statutory Requirements.

24.2 Subject to Condition 24.1, neither Party shall be liable to the other for any indirect, special or consequential loss or damage, which shall mean any loss or damage:

24.2.1 that cannot fairly and reasonably be considered to have arisen as a natural result of the breach by that Party of any of its obligations under this Contract; or

24.2.2 that a Party cannot reasonably be supposed to have foreseen as the probable result of the breach by that Party of any of its obligations under this Contract.

24.3 Subject to Condition 24.1, the liability of the Bank to the Council in respect of all claims arising out of or in connection with or ancillary to this Contract shall be limited to Ten million pounds (£10,000,000) for each event or series of events arising out of one occurrence.

25. COUNCIL DATA

25.1 The Bank acknowledges that (subject to the provisions of DPA) the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights that may subsist in the Council Data. For the avoidance of doubt, information produced by the Bank to demonstrate and confirm its performance of the Services shall be (without limitation) Council Data.

25.2 The Bank and the Council shall each take reasonable precautions in accordance with Good Industry Practice (having regard to the nature of their other respective obligations under the Contract and under DPA) to preserve the integrity of the Council Data and to prevent any corruption or loss of such Council Data.

25.3 In the event that Council Data is corrupted or lost, the Council shall have the option, in addition to any other remedies that may be available to it, under the Contract or otherwise, to elect either of the following remedies:

- 25.3.1 the Council may require the Bank at the Bank's own expense to restore or procure the restoration of such Council Data using the back-up copy referred to in Condition 28 (Back-up Copies); or
- 25.3.2 the Council may itself restore or procure the restoration of such Council Data using the back-up copy referred to in Condition 28 (Back Up Copies), and shall recover from the Bank as a debt any reasonable expenses so incurred.
- 25.4 The Bank shall:
- 25.4.1 not use the Council Data, except as may be required to provide the Services or as instructed by the Council;
- 25.4.2 not disclose the Council Data to any third party, other than in accordance with the requirements of DPA for the purposes of fulfilling its obligations under the Contract except with the prior written consent of the Council or as required by the Contract;
- 25.4.3 undertake its obligations under the Contract in such a manner as to preserve so far as reasonably possible the integrity and prevent any loss, disclosure, theft, manipulation or interception of the Council Data.
- 25.5 Ownership in Council Data provided by the Council to the Bank for use in connection with the Services shall remain in the Council at all times and the Bank shall take reasonable steps to ensure that all Council Data is readily identifiable as belonging to the Council.

26. INFORMATION SECURITY

- 26.1 In addition to the Bank's obligations under Condition 16 (Data Protection), the Bank shall establish and maintain reasonable and appropriate security measures and procedures to provide the safe custody of the Council's Data and to prevent unauthorised access thereto or use thereof.
- 26.2 The Council regards ISO27001 current from time to time as the appropriate standard for information security management.

27. VIRUSES

- 27.1 The Bank shall use all reasonable endeavours to ensure that it does not introduce any electronic viruses or similar items into any software or solution or equipment of the Council and the Bank shall, promptly upon discovery of any such virus, use all reasonable efforts to eliminate such virus and mitigate its effect.
- 27.2 The Bank shall ensure that at all times, its anti-virus software is up to date.

28. BACK-UP COPIES

- 28.1 The Bank shall at all times throughout the Term ensure that it makes back-up copies of all Council Data on a weekly basis and stores such copies securely in a location that is approved by the Council.

29. INTELLECTUAL PROPERTY RIGHTS

- 29.1 The Bank shall not, in connection with the Services or the Contract, use, create, supply or deliver any process, article, matter or thing so as to infringe any IPR.
- 29.2 Either Party shall promptly notify the other when it becomes aware of any IPR Claim or any IPR liability arising;
- 29.3 The Bank shall save harmless and indemnify the Council from and against any and all IPR Claims arising in connection with the performance of the Services by the Bank and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or relation thereto.

30. ASSIGNMENT AND SUB-CONTRACTING

- 30.1 The Council shall, upon giving written notice to the Bank, be entitled to assign the benefit of the Contract to any successor authority or other public body undertaking the Council's functions.
- 30.2 The Bank shall not assign or novate its interest in the Contract or use it as security or sub-contract its obligations under the Contract without first obtaining the consent in writing of the Council, such consent to be at the Council's entire discretion and may be subject to conditions. Consent to sub-contract, if given, shall not relieve the Bank from any liability or obligation under the Contract and the Bank shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respects as if they were the acts, defaults or neglect of the Bank.

31. FORCE MAJEURE

- 31.1 Neither Party shall be entitled to bring a claim for a breach by the other Party of obligations under this Contract nor incur any liability to the other Party for any losses incurred by the other Party to the extent that a Force Majeure Event occurs and the relevant Party is prevented from carrying out obligations by that Force Majeure Event.
- 31.2 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as possible, including details of the Force Majeure Event, its effect on the obligations of the affected Party and action proposed to mitigate its effect.
- 31.3 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract.
- 31.4 To the extent that any reduction in the Services is caused directly or indirectly by a Force Majeure Event, such reductions shall not constitute Defaults entitling the Council to terminate this Contract, but the Council shall not be obliged to pay for Services that are not delivered.
- 31.5 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer prevents the affected Party from carrying out its obligations under this Contract and, following such notification, this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

32. DISPUTE RESOLUTION

- 32.1 Any dispute or difference arising out of or in respect of this Contract shall be referred for resolution first to the Council's Town Clerk and a representative of the Bank of equivalent seniority, who shall attempt in good faith to resolve the dispute or difference by discussion. Such discussion shall be a condition precedent to referral to mediation.
- 322 If the officers referred to in Condition 32.1 are unable to resolve the dispute or difference within twenty Working Days of referral to them, then the dispute or difference shall be referred to mediation under the supervision of CEDR, to be conducted by a single mediator accredited by CEDR and agreed by the Parties, or in default of agreement within five Working Days of his proposal by one of the Parties, appointed by CEDR. Mediation shall be substantially in accordance with CEDR's Model Mediation Procedure for the time being. Each Party shall bear its own costs of mediation and the costs of the mediator and CEDR shall be borne by the Parties in equal shares. The Parties agree to co-operate fully, promptly and in good faith with CEDR and the mediator from referral until completion of the mediation. Mediation is a condition precedent to litigation.
- 323 During a dispute resolution procedure, the Bank shall in every case continue to provide the Services with all due diligence and in accordance with the Contract.

33. ADVERTISING AND PUBLICITY

- 33.1 The Bank shall not (and shall procure that the Bank's Personnel do not) make any comment to the press or any other broadcast media (including social media) on any issue concerning the Council, but shall refer any approach from the press or any other broadcast media to the Council's Contract Manager.
- 33.2 If the Bank intends to advertise the Services (including by use of the Council's name or logo), it shall before doing so obtain approval of the Council's Contract Manager as to the content of such advertisement, such approval not to be unreasonably withheld or delayed.

34. TERMINATION

- 34.1 In entering into this Contract, the Council has relied on the information provided by the Bank in its Tender and any material misrepresentation therein shall entitle the Council, but not unreasonably or vexatiously, by notice in writing (having immediate effect or having effect at such time as the Council may specify in the notice) to terminate the Contract.
- 34.2 The Council may terminate the Contract by six months' notice in writing expiring at any time after the [31st day of March 2017, CCC & SCDC] and [30th day of September 2017, NBC].
- 34.3 The Council may terminate the Contract by notice in writing (having immediate effect or having effect at such time as the Council may specify in the notice) if the Council is satisfied, having carried out a thorough inquiry, that the Bank or any person acting on behalf of the Bank (with or without the Bank's knowledge) has committed a Prohibited Act.

- 34.4 The Council may terminate the Contract as regards a part only of the Services if the Bank is in material breach of any of its obligations in relation to that part of the Services.
- 34.5 The Bank may terminate the Contract by three months' notice in writing if the Council shall have failed to pay the Price for three consecutive months.
- 34.6 Either Party may (but not unreasonably or vexatiously) terminate the Contract by notice in writing (having immediate effect or having effect at such time as the Party may specify in the notice) if the Bank has been unable by reason of a Force Majeure Event to perform a substantial part of the Services for a continuous period of six months.

35. CONSEQUENCES OF TERMINATION

- 35.1 If the Contract is terminated as provided in Condition 34 (Termination), the Council shall (at all times having regard to its duty to mitigate its loss):
- 35.1.1 upon reasonable notice have access to and be entitled to take copies of all details, records, documents, data and other information relating to the Services that are in the possession or under the control of the Bank PROVIDED ALWAYS that the Bank shall immediately return all Council Data to the Council;
- 35.1.2 be entitled to engage and pay other persons to provide and complete the provision of the Services or any part of them;
- 35.1.3 cease to be under any obligation to make further payment until the costs, loss and damage resulting from or arising out of the determination of the Contract shall have been calculated and then only if such calculations show a sum or sums due to the Bank;
- 35.1.4 be entitled to deduct the amount of any costs, loss and damage to the Council resulting from or arising out of the determination of the Contract from any sum or sums that would otherwise have been due from the Council to the Bank under the Contract or any other contract or be entitled to recover the same from the Bank as a debt. Such loss or damage shall include the reasonable cost to the Council of the time spent by Council Personnel in determining the Contract and in making alternative arrangements for the provision of the Services or any part thereof;
- 35.15 when the total costs, loss and damage suffered by the Council resulting from or arising out of the determination of the Contract have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums that would otherwise have been due to the Bank, be entitled to any balance shown as due to the Council.
- 35.5 Termination or expiration of the Contract shall be without prejudice to the respective rights and remedies of the Bank and the Council, as may have accrued before such termination or expiration, and nothing in the Contract shall prejudice the right of either such party to recover any amount outstanding at the termination or expiration.

36. EXIT STRATEGY

36.1 At the end of the Term (however that may occur), the Bank shall co-operate with the Council and any in-coming banking services provider to provide for the orderly transition of the Services from the Bank to the in-coming banking services provider.

37. WAIVER

37.1 Failure by either Party at any time to enforce all of the provisions of this Contract or to require performance by the other Party of any of its provisions shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of that Party to enforce any provision of it.

38. RIGHT OF SET-OFF

38.1 Wherever under this Contract any monies shall be recoverable from or payable by the Bank to the Council, the same may be deducted from any sum then due or which at any time thereafter may become due to the Bank under this Contract or any other contract with the Council. Any monies that are recoverable from or payable by the Bank to the Council, which are not set off against sums due to the Bank shall be owed by the Bank to the Council as a debt.

39. INDEPENDENT CONTRACTOR

39.1 Nothing in this Contract shall be construed as establishing or implying any agency, partnership (as defined in the Partnership Act 1890) or joint venture between the Council and the Bank.

39.2 The Bank shall not, and shall ensure that the Bank's Personnel do not, hold itself or themselves out as an agent of the Council otherwise than in circumstances expressly or implicitly permitted by the Contract.

39.3 Neither the Bank nor the Bank's Personnel shall in any circumstances hold itself or themselves out as being authorized to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by the Contract.

39.4 Neither the Bank nor the Bank's Personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

40. THIRD PARTY RIGHTS

40.1 Nothing in the Contracts (Rights of Third Parties) Act 1999 shall operate to give any third party the right to enforce any term of this Contract.

41. COMMUNICATIONS

41.1 Any formal demand, notice or other communication required to be given pursuant to this Contract shall be sufficiently served if sent by special delivery post (or equivalent) or by facsimile transmission or e-mail to the relevant address of the Party to be served set out in Schedule 4 (Representatives and

Contact Details) (or as amended from time to time) and, if so sent, shall (subject to proof to the contrary) be deemed to have been received by the addressee (in the case of transmission by post) on the first Working Day after the date of posting or (in the case of facsimile transmission or e-mail) on the first Working Day after successful transmission, as the case may be.

412 Either Party may change all or any of its addresses or any of the other information in Schedule 4 (Representatives and Contact Details) by notice in accordance with Condition 41.1.

42. REMEDIES CUMULATIVE

421 Any right or remedy that either Party may have in relation to the other shall be in addition to, and shall be capable of being exercised without prejudice to, all other rights and remedies available to either Party.

43. SEVERABILITY

43.1 If one or more of the provisions of the Contract are or become to any extent invalid or unenforceable under any applicable law, then the remainder of the Contract shall continue in full force and effect.

44. SURVIVAL OF THE CONTRACT

44.1 Insofar as any of the rights and obligations of the Parties under this Contract shall or may be exercised after expiry or termination of the Contract, the provisions of the Contract conferring such rights and obligations shall survive and remain in full force and effect notwithstanding such expiry or termination.

45. LAW OF THE CONTRACT AND JURISDICTION

45.1 This Contract shall be governed and construed according to the laws of England and Wales and, subject to Condition 32 (Dispute Resolution), the Parties acknowledge and submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

Specification

[The Specification will be inserted behind this header sheet]

SCHEDULE 2

Tender

[The Bank's tender submission will be inserted behind this header sheet]

SCHEDULE 3

Implementation Plan

[The Implementation Plan will be inserted behind this header sheet]

SCHEDULE 4

Parties' Representatives and Contact Details

The Council

Biggleswade Town Council
The Old Court House
4 Saffron Road
Biggleswade
Bedfordshire
SG18 8DL

Council's Contract Manager

Rob McGregor
Town Clerk
The Old Court House,
4 Saffron Road,
Biggleswade, SG18 8DL
E-mail
town.clerk@biggleswadeto
wncouncil.gov.uk

Tel : 01767 313134
Mob : 07739183647
Fax : 01767 601188

Authorised Deputies

(1)
Mike Thorn
Deputy Town Clerk
The Old Court House,
4 Saffron Road,
Biggleswade, SG18 8DL
E-mail :
deputy.town.clerk@biggles
wadetowncouncil.gov.uk
Tel : 01767 313134
Mob : 07739183647
Fax : 01767 601188

Bank

Principal Office

Bank's Representative

[Name]
[Job Title]
[Contact Address]

E-mail : [e-mail address]

Tel : [telephone number]
Mob : [mobile number]
Fax : [fax number]

Authorised Deputies

(1)
[Name]
[Job Title]
[Contact Address]

E-mail : [e-mail address]

Tel : [telephone number]
Mob : [mobile number]
Fax : [fax number]

PART C

TENDER DOCUMENT

SECTIONS 6 – 8

You will have either received this document electronically or had an electronic copy via postal means to enable you to submit a tender. You are required to supply one hard copy of your Tender and three electronic copies of the completed Tender Document on CD Rom or USB memory stick (certified virus free) in a format compatible with Microsoft Word 2010 and Excel 2010.

You are asked to make your response to the Councils' requirements by completing the following Sections 6 to 8.

You should cross-reference any other documents submitted with the Tender to the applicable section in this Tender Document, so that it is easy for the evaluation team to identify your full response to each requirement.

SECTION 6

FORM OF TENDER AND PRICING SCHEDULE

UNCONDITIONAL AND IRREVOCABLE OFFER TO BIGGLESWADE TOWN COUNCIL

Re: Invitation to Tender for the provision of Banking Services

To: Biggleswade Town Council
Town Clerk
The Old Court House
4 Saffron Road
Biggleswade
Bedfordshire
SG18 8DL

We have read and understood the Invitation to Tender issued by Biggleswade Town Council (the Council) for the provision of the services under the above contract (“the Services”) and we are fully satisfied that we are able to meet in all respects the requirements of the Council set out in the Invitation to Tender and associated documents. We have had the opportunity to ask the Council for clarification and to propose changes before we submit our Tender. In consideration of your inviting us to tender for this contract:

1. We offer to provide the Services throughout the duration of the contract and to complete the contract in accordance with the Specification, the Contract Terms and Conditions and our Tender for the prices included in the pricing schedule hereunder.
2. We confirm that if our Tender is accepted we will, upon demand:
 - Produce evidence that all relevant insurances and certificates of compliance with relevant legislation and policy are held and in force.
 - Sign or execute formal contract documentation as appropriate.
3. We agree that this Tender shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 90 days from this date.
4. We understand that the Council is not bound to accept any tender they receive and that you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.
5. We acknowledge and understand that the insertion by us of any conditions qualifying our Tender or any unauthorised alteration by us of any of the Invitation to Tender documents will cause this Tender to be rejected.

6. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that the Council decision on what information may be released in response to an access request is final. We understand that the Council may apply relevant exemptions in appropriate cases.
7. We certify that this is a bona fide Tender, intended to be competitive and that we have not (either personally or by anyone acting on our behalf):
 - a) Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
 - b) Communicated to anyone other than the Council the amount or approximate amount or terms of our proposed Tender (other than in confidence in order to obtain professional advice or quotations for insurance necessary for the preparation of the Tender).
 - c) Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
 - d) Canvassed or solicited any member, officer or other personnel of the Council in connection with this Tender or the award of any other Council contract.
 - e) Offered, given or agreed to give any sum of money, inducement or reward directly or indirectly to any person for doing or for having done or for causing or having caused to be done in respect of this Tender or any other tender or proposed Tender for the Services or any other Council contract any act of the sort described in Paragraphs a) to d) above.
8. We also undertake not to do any of the things mentioned in paragraphs a) to e) above before the latest date and time for return of Tender to the Council.
9. We have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this Tender. Our Finance Director is confident that we are aware of and our tender is sufficient to cover all of our obligations if we are awarded the contract.
10. The Council has made it clear to us that they will not enter into any negotiations whatsoever on the specification or the terms and conditions of contract after the latest date for submission of tenders. We undertake that, if our tender is acceptable to the Council, we will not seek to introduce or negotiate any changes either to the specification or to the terms and conditions of contract nor to delay execution or signature of the contract documents by reason of any such changes.
11. We confirm that our Tender is not qualified by or conditional upon any changes to the specification or the terms and conditions of contract, other than those which the Council have advised us before the latest date for submission of tenders that they are prepared to accept.
12. We confirm that we have all the requisite corporate authority to submit this Tender.

Signed by two duly authorised representatives, one of whom MUST be the Finance Director.

Signed :	Signed :
Name IN CAPITALS:	Name IN CAPITALS:
Position in organisation:	Finance Director
Authorised to make this Tender for and on behalf of	
Full Name of Tenderer:	
Business address:	
Date :	

PRICING SCHEDULE

Tenderers are required to complete all detail in the pricing schedules below. The estimated value and volume of transactions included below shows the historical data over a recent 12-month period. That information is included in order that tenderers can provide fixed prices based upon a common set of assumptions. This will allow an evaluation of prices on a fair and equal basis.

The total 5-year price for Council will to give an overall notional 5 year price for the Council. It is that final overall value that will be used in the price evaluation.

Depending on the type of transaction each transaction must be expressed either as a fixed price or a percentage. In both cases these should remain valid for the first 5 years of the contract. In the event that the contracts are extended beyond 5 years the prices for later years will be adjusted in line with CPI in accordance with the terms and conditions of the contract.

Biggleswade Town Council

Transaction Type	Estimated Annual Volume or Value (£)	Fixed price per transaction/activity (either % or £)	Total price
Debit Entries:-			
Cheques Paid			
Standing Orders/Direct Debits Paid			
BACS Recalls			
Credit Entries:-			
Manual Credits			
Automated Credits			
Cash Paid In – Branch - Notes			
Cash Paid In – Branch – Coin			
Cash Paid In – Processing Centre – Notes			
Cash Paid In – Processing Centre – Coin			
Cheques Paid In – Processing Centre			
Cheques Paid In - Branch			
Other Activities:-			
Unpaid Cheques			
Unpaid Direct Debits			
Stopped Cheques			
CHAPS – outwards (direct input)			

BACS Items			
BACS File Submissions			
<u>Sub total</u>			
<i>below)</i>			
Other Services/Fees (See Note 1 below)			
<i>Discount/ Incentives</i>			
Estimated Year 1 price (Including set-up fees and discount/ incentives)			
Estimated Year 2 Price			
Estimated Year 3 price			
Estimated Year 4 price			
<u>Total Price over 5 year period</u>			
AGREEMENT			
Estimated Year 5 price			

Note 1: Whilst the pricing table above lists the known transaction types that will apply to the services, it is recognised that there may be other services that attract a fee that will be required under the contract (either as one off fees and/ or recurring fees). Tenderers must complete this section of the pricing schedule to include all such other services and any associated fees. This section should be expanded as appropriate with each such additional service included with its own dedicated row. Where need be an explanation of the nature of the additional service must be included (if that is not apparent from its description). All such additional services must include a fixed price or percentage fee. Where an additional service does not attract a fee it should still be included but be shown as nil cost.

INTEREST RATE FOR DEPOSIT ACCOUNT

In accordance with Paragraph 13.1 of the specification, tenderers should specify the interest rate pertaining to the instant access high interest bearing deposit account hereunder:-

Interest rate % (*tenderers to complete*)

It should be noted that the interest rate will not be used in price evaluation.

SECTION 7 BUSINESS QUESTIONNAIRE

7. BUSINESS QUESTIONNAIRE

Your completed Business Questionnaire (and accompanying documentation) will be shared with only those Officers involved in the procurement exercise.

TO BE COMPLETED BY APPLICANT

1.	APPLICANT DETAILS
1.1	Trading Name of the Organisation <u>submitting this Business Questionnaire</u> :
1.2	Contact Name for enquiries about this bid:
1.3	Contact Position (Job Title):
1.4	Business Address:
	Postcode:
1.5	Telephone Number(s):
1.6	Fax Number:
1.7	E-mail Address:
1.8	Website Address (if any)
1.9	Registered Name of Organisation <u>submitting this Business Questionnaire</u> :
1.10	Registered Office Address:
	Postcode:
1.11	Company Registration No:
1.12	Charity/Housing Association/Other Registration No: (if applicable)

1.13	Date of Formation and/or Registration:
1.14	VAT Registration Number:

2.	STATUS OF APPLICANT	
2.1	Is the Applicant (<i>Please tick as appropriate</i>):	
	i)	A Public Limited Company?
	ii)	A Limited Company?
	iii)	A Company Limited by Guarantee?
	iv)	A Partnership?
	v)	A Sole Trader?
	vi)	A Charity?
	vii)	A Franchise?
	viii)	A Small/Medium Sized Enterprise or SME ¹ ?
	ix)	Other (e.g.: a Special Purpose Vehicle, Joint Venture Company etc)? <i>Please specify</i>
2.2	Are you applying as the lead organisation in a consortium of organisations?	YES / NO
	If YES to 2.2, please set out here who the member organisations of the consortium are, what their respective roles will be and state when the consortium was formed:	

¹The European Commission defines an SME as an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million.

3. OWNERSHIP	
3.1	Is the Applicant a subsidiary of another company as defined by Section 1159 of the Companies Act 2006 ² ? YES / NO
	If YES to 3.1, give the following details in respect of the Holding/Parent company:
	Registered Name:
	Registered Office address:
	Registration Number:
3.2	To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of Biggleswade Town Council. YES / NO
	If YES to 3.2 please give details here:

² A Company is a “subsidiary” of another company, its “holding company”, if that other company: (a) holds a majority of the voting rights in it or (b) is a member of it and has the right to appoint or remove a majority of its board of directors or (c) is a member of it and controls alone pursuant to an agreement with other shareholders or members, a majority of the voting rights in it, or it is a subsidiary of a company which is itself a subsidiary of that other company

4.	FINANCIAL AND INSURANCE MATTERS	
4.1	If asked, would you be able to provide at least ONE of the following:	
	A copy of your most recently audited accounts (for the last three years, if this applies)?	YES / NO
	A statement of your turnover, profit & loss account and cashflow for the most recently year of trading?	YES / NO
	A statement of your cashflow forecast for the current year and a bank letter outlining the current cash and credit position?	YES / NO
4.2	Not used	
4.3	Has your organisation met all its obligations to pay its creditors and staff during the past year?	YES / NO
	If NO please explain why not:	
4.4	Please provide details of all insurance cover currently in force	
	PUBLIC LIABILITY INSURANCE (the Councils' requirement is £5M)	
	Level of Cover Held	£
	Name of Insurance Company	
	Policy No.	
	Expiry Date	

	EMPLOYERS LIABILITY INSURANCE (the Councils' requirement is £5M)	
	Level of Cover Held	£
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
	PROFESSIONAL INDEMNITY INSURANCE (the Councils' requirement is £2M)	
4.5	Level of Cover Held	£
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
4.6	FIDELITY GUARANTEE INSURANCE (for information only and will not be evaluated)	
	Level of Cover Held	£
	Name of Insurance Company	

5.	BUSINESS ACTIVITIES
5.1	Please detail here any sub-contractors you intend to use to deliver this contract

6.	EXPERIENCE & REFERENCES	
6.1	<p>The Councils' policy on taking References</p> <p>Tenderers must provide a minimum of two written references with their tender. These must be no more than a year old and relate to equivalent/ similar services sought under this tender. The Councils reserve the right to approach the referees to validate/ seek further information on the tenderer's performance</p>	
6.2	Has your organisation within the last 12 months	
	a)	<p>Incurred contract penalties, default notices or payment of liquidated damages?</p> <p>YES / NO</p>
	b)	<p>Withdrawn from a contract after the contract has been awarded (either before or after commencement of the contract)</p> <p>YES / NO</p>
	c)	<p>Had a contract terminated by the client earlier than the originally intended date?</p> <p>YES / NO</p>
If YES, please give details:		

SECTION 8

METHOD STATEMENT QUESTIONS

Please provide a response to the method statement questions below, to explain how you propose to deliver the services called for in the Specification. Supporting information (not in the form of a question) may also be required in some areas.

Question Number	Method Statement Question	% weight allocated to question
1	Please provide an overview of how you would comply with the requirements of the specification at Section 4.	15%
2	Please describe how you would use continuous improvement to improve the service quality over the life of the contract	4%
3	Please describe the key elements of the contract implementation plan and how you would mobilise to ensure a seamless service	5%
4	What do you see as the key risks to this contract and what steps would you put in place to mitigate against those risks?	4%
5	Please describe the customer relationship management arrangements you would employ to support this contract	4%
6	Please describe the business continuity measures you would have in place to safeguard service continuity	4%
7	In accordance with the Public Services (Social Value) Act 2012 please describe the wider Social Value benefits that you are able to offer the Council as part of their contract.	4%

You are referred to Section 2 of the Invitation to Tender document and reminded that evaluation of your method statements will account for 40 % of the total tender score.