

**REQUEST FOR QUOTATION**

**FOR**

**2234-25B Kickstart Scooters (Purchase & Maintenance)**

**Contract No: 2234-25B**

**Contract Period:**

1 July 2025 to 30 June 2028

**Deadline for quotation return:**

12:00:00 noon on Monday 23rd June 2025

|  |  |  |
| --- | --- | --- |
| **CONTENTS** | |  |
| **SECTION ONE: INSTRUCTIONS TO BIDDERS** | |  |
| 1.1 | General |  |
| 1.2 | Quotation Queries |  |
| 1.3 | Quotation Submissions |  |
| 1.4 | Amendments to Quotations Prior to Due Date |  |
| 1.5 | Confidentiality |  |
| 1.6 | Pricing and Payment |  |
| 1.7 | Disclosure Of Information Under The Freedom Of Information Act 2000 |  |
| 1.8 | Items to be submitted with your Quotation |  |
|  |  |  |
| **SECTION TWO: SPECIFICATION** | |  |
| 2.1 | Specification |  |
|  |  |  |
| **SECTION THREE: QUOTATION SCHEDULE** | |  |
| 3.1 | Schedule of Prices |  |
| 3.2 | Declaration of Non-Collusive Tendering |  |
| 3.3 | Freedom of Information Schedule |  |
|  |  |  |
| **SECTION FOUR: CONDITIONS OF CONTRACT** | |  |
| 4.1 | Terms and Conditions |  |
|  |  |  |
| **SECTION FIVE: PAYMENT DETAILS FORM** | |  |
| 5.1 | Payment Details Form |  |
| **SECTION SIX: Appendices** | |  |
| 6.1 | Appendix A – Specification Checklist |  |
| 6.2 | Appendix B – Inspection / Issue form |  |

**SECTION 1: INSTRUCTIONS TO BIDDERS**

* 1. **GENERAL**
     1. Bidders are required to submit competitive prices strictly in accordance with the attached specification.
     2. It is essential to observe and comply with the following instructions in the preparation and submission of your Quotation. The Council reserves the right to reject a Quotation that does not fully comply with these instructions.
     3. The Quotation must be completed in English.
     4. It is the Bidder’s responsibility to ensure that all the documents listed in the Quotation Documentation have been received and are complete in all respects.
     5. Bidders should not use correction fluid on any part of the document. Incorrect entries should be cancelled by means of a single line and the correct entry inserted as appropriate. The individual responsible for submitting the document should initial the correction.
  2. **QUOTATION QUERIES**
     1. All queries regarding the Quotation Documentation which may have a bearing on the offer to be made should be raised in writing (letter, fax or e-mail) by the Bidder to Erika Spight, at least 5 working days before the due date for return of the Quotation.
     2. If relevant, answers to Quotation queries will be circulated to all Bidders.
  3. **QUOTATION SUBMISSIONS**
     1. Submission of Quotation or any other documents which are to be sent to the Council may be made by e-mail.
     2. The Council cautions that no Quotation will be considered unless it is received **no later than** **12:00:00 noon on Monday 23rd June 2025** by email to:

erika.spight@eastriding.gov.uk

* 1. **AMENDMENTS TO QUOTATIONS PRIOR TO THE DUE DATE**
     1. At any time after the issue of the Quotation Documentation and before the closing date for the submission of Quotation, the Council reserves the right to issue Quotation amendments detailing any changes to the Quotation Documentation or quotation process. Bidders must take these amendments into account in the preparation of their Quotation submission.
     2. Bidders must not make any unauthorised alterations to any Quotation Documentation.
     3. In the event that discrepancies are discovered within the Quotation Documentation, the Bidder should notify Erika Spight by email: erika.spight@eastriding.gov.uk
  2. **CONFIDENTIALITY**
     1. The Bidder shall treat the Quotation Documentation as private and confidential.
     2. The Bidder shall not disclose either:

• the fact that they have been invited to quote or release details of the Contract; or

• details of their Quotation in whole or in part prior to the award of the Contract by the Council or on receipt of notification that the Quotation has not been accepted as the case may be, other than on an “in confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Quotation.

* 1. **PRICING AND PAYMENT**
     1. Pricing - The Bidder should complete the enclosed Quotation Document and/or Schedule of Prices noting the following:

• The bidder must be able to provide all services detailed within this document and submit a price accordingly.

• The currency in which all prices, costs or rates stated on the Quotation Document and/or Schedule of Prices must be quoted in Pounds Sterling and whole pence (i.e. to two decimal places).

• All prices quoted should be exclusive of VAT.

* + 1. Payment - The Council’s standard payment terms are 30 days from invoice receipt. If the Bidder is able to offer the Council a discount on different payment terms, such arrangements should be detailed on the enclosed appropriate Schedule.
    2. The Council will make no payment or allowance in respect of any Quotation**.**
    3. East Riding of Yorkshire Council is moving towards e-invoicing in the near future. As part of this project all companies are being encouraged to adopt electronic invoicing either through our partnership with OB10 or directly with East Riding of Yorkshire Council.
  1. **DISCLOSURE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT 2000/THE GOVERNMENT TRANSPARENCY AGENDA**
     1. The Freedom of Information Act 2000 (FOIA) gives a right of access by any person (including companies) to information held by the Council, which could include information relating to or submitted as part of a Quotation process. Certain information may be exempt on the grounds of confidentiality or commercial sensitivity.
     2. The Council encourages all Bidders to visit the Information Commissioners website at www.informationcommissioner.gov.uk for further information on the FOIA and its effect on public authorities, Economic Operators and service providers in relation to the disclosure of information in respect of public sector tendering and contracts and specifically to access Awareness Guidance Document No. 2 (Confidential Information) and Awareness Guidance Document No. 5 (Commercial Interests) on the application of the exemptions from disclosure under the FOIA.
     3. Bidders should indicate, by way of completing the Freedom of Information Schedule in the attached Section 3.3, with supporting reasons, the parts of their bid submission and contract which the Bidder considers are commercially sensitive under Section 43 of the FOIA and/or confidential under Section 41 of the FOIA should a Freedom of Information (FOI) request be received by the Council. Bidders are required to complete all sections of the Freedom of Information Schedule and return it with your bid.
     4. The Council, in order to preserve the integrity of the bidding process and to respect the commercial and competitive positions of Bidders, will endeavour to treat details of bids marked as confidential and commercially sensitive at least until the contract has been awarded to the successful service provider / Economic Operator. In the event that the Council receives an FOI request following the contract award stage of a bidding process and the Council considers that on the merits and in the light of relevant circumstances any of the information is not covered by an exemption, then the Council, following consultation with the Bidder, shall be entitled to refer the matter for determination by the Information Commissioner prior to any disclosure.
     5. The Government is promoting its transparency agenda across central and local government with the aim of achieving greater transparency on contracting and expenditure in the public sector. Economic Operators should be aware that if they are awarded a public sector contract, this may result in the contract or payments against that contract being published in its entirety (subject always to the provisions under the FOIA regarding any information which is exempt from disclosure which would be redacted).
  2. **ITEMS TO BE SUBMITTED WITH YOUR QUOTATION**
     1. Bidders are required to submit **all** the pages contained in the sections of this Quotation Documentation specified below, duly completed and signed where required, as your Quotation bid:

**Quotation Document including:**

* Completed Schedule of Prices
* Signed Declaration of non-collusive bidding
* Completed Freedom of Information schedule
* Signed Conditions of Contract
* Completed Bank Details
  + 1. No other documentation should be sent with the submission unless specifically requested. Any additional documentation may invalidate the Quotation submission.
  1. **EVALUATION OF QUOTATIONS**
     1. Quotations will be evaluated on the basis of Most Economically Advantageous Tender.
     2. Information on how the quotations will be evaluated is provided below. Please complete ‘Section 3: Quotation Schedule.’

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **Area of Evaluation** | **Criteria** | **Outcome** | |
| **Specification** | Quotation submission document | Bidders must declare they are able to perform all services specified within this document | **Pass/Fail** | |
|  |

Any offers that fail to meet this requirement will not progress further in the exercise. All offers that can meet the requirement will be assessed using predetermined criteria.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Area of Evaluation/Criteria** | **Score** |
| **Price** |  | **50%** |
| Lowest price achieves the top available mark (50). All other offers are awarded a comparative mark by calculating the percentage difference between their offer and the lowest cost offer, and deducting this from the highest available mark. | | |
| **Quality** |  | **50%** |
| Method Statement Questions - this section will be worth **50%** overall and is based on evaluation of the suppliers competence/ability to provide suitable scooters, service and maintain scooters, deliver/collect from clients (ER postcode) and store un-used scooters until required.Tenderers will be asked a series of Method Statement questions which will be evaluated by a panel of East Riding of Yorkshire Council officers using the scoring system provided below. The panel will reach a consensus score for each question which will then be weighted accordingly.  Each Method Statement response is limited to 500 words (excluding any illustrative diagrams, plans, illustrations attached to support your response – please note any additional text (in excess of the 500 word cap) which is attached to support your response will not be read or scored). | | |
| **Total Score** |  | **100%** |

**The following scoring criteria will be used to evaluate method statement responses.**

|  |  |
| --- | --- |
| **Score** | **Assessment** |
| **5** | **Excellent:** The response covers all elements of the criterion, and associated specified contract requirements and standards; but with limited minor issues, weaknesses or omissions in functionality and/or performance only. |
| **4** | **Very good:** The response covers all key elements and almost all of the other elements of the criterion, and associated specified contract requirements and standards; but with a few minor issues, weaknesses, or omissions in functionality and/or performance. |
| **3** | **Good:** The response covers all key elements and the majority of the other elements of the criterion, and associated specified contract requirements and standards; some minor issues, weaknesses, or omissions in some areas of functionality and/or performance. |
| **2** | **Satisfactory:** The response addresses all key elements of the criterion, and associated specified contract requirements and standards; but with a large number of minor, and/or a number of significant weaknesses, issues or omissions functionality and/or performance. |
| **1** | **Poor:** The response has material weaknesses, issues or omissions with regard to many key elements of the criterion, and associated specified contract requirements and standards with respect to functionality and/or performance. |
| **Fail** | **Unacceptable:** Failed to provide a response or the response provided is wholly inconsistent with the council’s specified contract requirements and standards with respect to this criterion. |

**SECTION 2: SPECIFICATION**

1. **SPECIFICATION**

**Overview of Requirement**

Based at Adult Learn Beverley, the Kickstart Scooter Scheme is an East Riding of Yorkshire Council programme which residents can utilise, providing them with a means of transport, enabling them to get to and from their places of work. It is essentially the hire of scooters owned by the Council.

The Kickstart scheme covers the East Riding of Yorkshire region and participants live within the county boundary, but their place of work may cross the border into neighbouring authority areas e.g. in Hull or North Yorkshire.

BID SUBMISSION

East Riding of Yorkshire Council is inviting you to quote for the supply and delivery of up to 16 scooters (110cc/125cc) between 1.7.2025 and 31.7.2025. 14 of the scooters will be added to our Main fleet and 2 to our Goole fleet. Please note we intend to trade in up to 7 x 72 plate, 2 x 23 plate and 1 x 73 plate (10 in total) Honda Vision 110cc as part of this request. These scooters are currently in the possession of our customers living in various locations withing the East Riding so coordination of exchange would need to be conducted by the successful provider.

The chosen supplier will be required to hold a number of scooters (quantity to be agreed) in storage on their premises to ensure the smooth operation of the contract. For example these will be used to exchange scooters where there is a maintenance requirement or a customer suffers a mechanical breakdown.

The chosen supplier will deliver scooters to clients either at home or their place of work when they first join the scheme or when maintenance / repair /exchange services are required for both planned and unplanned work.

The chosen supplier will arrange collection of scooters from clients when they leave the scheme or require maintenance / repair / exchange services for both planned and unplanned work.

When delivering a scooter to a new client the chosen supplier will carry out an induction to the operation of the scooter issuing all required paperwork including, issue, return and inspection sheets. All paperwork is to be signed by the client and the member of suppliers’ staff. All paperwork must then be scanned and sent through to the Kickstart team at East Riding of Yorkshire Council [kickstart@eastriding.gov.uk](mailto:kickstart@eastriding.gov.uk) within 24 hours of completion.

**Planned Maintenance**

Planned maintenance of the scooters is required through the duration of the contract. This will include the following:

**Safety Inspection**

Please see Appendix A for the minimum checks required as part of the safety inspection check. Suppliers will be invited to disclose whether they perform additional checks as standard. This form must be completed for each safety inspection. If suppliers wish to use their own forms they must agree this in advance with the Council.

**Unplanned Maintenance**

Unplanned maintenance will also be required for scooters suffering mechanical breakdown or defects. Suppliers should expect to collect the scooter from clients in this instance but also be prepared for customers to deliver the Scooters to the supplier’s premises if preferential to the client. Suppliers will be required to provide a complete inspection sheet and quote for work required prior to carrying out any work and with 24 hours of collecting the scooter.

Suppliers will be asked to price a number of the most common scooter failures which will form the contract prices for these services over the duration of the contract. Any work which falls outside of this list must be agreed with the Council before any further work is carried out. Suppliers will be responsible for sourcing approved parts and consumables.

**Requirements of the Supplier**

**Saturday Openings**

The supplier must be able to offer planned and unplanned maintenance on Saturdays with a full day opening to accommodate our customer’s needs.

**Dedicated driver**

The supplier must have a dedicated driver to be able to collect and deliver scooters as required.

**Completion of required documents**

The supplier must have the relevant systems in place to enable them to complete all required documentation and scan and email those documents to the Kickstart team within 24 hours of completion.

**GDPR**

The supplier must have a robust GDPR policy and procedure in place and must make this available to the Kickstart team.

**Cooperation with the Council’s Insurance department**

In the event of any of our customers experiencing an accident or theft of a scooter loaned to them the Kickstart team is required to comply with all requirements of the Council’s insurance team. During these occasions we may be required to obtain written quotes for damage along with photographic evidence. The supplier must have the facilities to accommodate such requests.

Any Health and Safety, Insurance, Financial or Equalities standards that Economic Operators must meet, certification is required, and details of assessments/forms they must complete and how these will be assessed.

Please complete the following submission form along with the attached specification checklist and return so we can evaluate your bid. Please fill in all yellow sections.

Prices must be given in £GBP excluding VAT. Please return your quotes no later than: 12:00:00 noon on Monday 23rd June 2025.

**SECTION 3: QUOTATION SCHEDULE**

* 1. **SCHEDULE OF PRICES (all costs to be quoted in pounds sterling)**

**CONTRACT NO: 2234-25B**

**CONTRACT TITLE: 2234-25B Kickstart Scooters (Purchase & Maintenance)**

**CONTRACT PERIOD: 1 July 2025 to 30 June 2028**

I/We the undersigned hereby offer and undertake to services described or referred to in the Quotation Documentation for the following costs, exclusive of value added tax:

**Bid submission** (please complete all yellow areas)

**Gateways**

**Please confirm the following in order to be considered for award**

|  |  |  |
| --- | --- | --- |
|  | **Y** | **N** |
| I can confirm that we are able to provide all services detailed within the tender documentation |  |  |
| I can confirm we have a robust GDPR policy in place and can produce it on request |  |  |
| I can confirm we have all relevant insurance cover in place and can produce details on request. |  |  |

**Please confirm the following in order to be considered for award**

|  |  |  |
| --- | --- | --- |
|  | **Y** | **N** |
| **Product Description(s) and model(s)** |  |  |
| 110cc Scooter |  |  |
| 125cc Scooter |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Area of Evaluation** | **Assessment** | **Completed**  **(Y/N)** |
| **Specification Checklist** | Please complete the Specification Checklist at Appendix A below.  Any bids which fail to meet ALL criteria in this checklist will be not be considered to have met the Council’s requirements. | **Pass / Fail** |  |

**Price**

Please provide pricing in the yellow boxes provided below. The quantities are approximate annual quantities based on previous data and will be subject to change throughout the course of the contract

|  |  |  |  |
| --- | --- | --- | --- |
|  | Quantity | Price (each) | Total price |
| **Please provide valuation for trade in of** Honda Vision 110cc scooter (all registered 2021with full-service history) | Up to 10 |  |  |
| **Please provide a price for the supply of**  110cc/125cc Scooter | 16 |  |  |
| Fee for storing scooters on premise to facilitate service (full contract period fee) | 1 Fixed price |  |  |
| **600 mile service** | 16 |  |  |
| **4000 mile service** | 16 |  |  |
| **800 mile service** | 16 |  |  |
| **Total cost** |  |  |  |

**Unplanned maintenance costs**

Below is a list of the most common parts required under unplanned maintenance requirements. Companies must submit the pricing which will be used throughout the course of the contract. Any parts that are required which are not on the list provided must be advised and costs agreed with the Council prior to job completion.

|  |
| --- |
| **UNPLANNED MAINTENANCE** |
| Labour rate (£/HOUR) |  |
| Front tyre including replacement |  |
| Rear tyre including replacement |  |
| Delivery/collection fee |  |
| Scooter handover/issue to customer |  |
| Scooter Inspection |  |

**Quality**

**Method Statement Questions**

|  |
| --- |
| Q1. Please provide details of warranty period and what it covers for scooter purchase. |
| A1. |
| Q2. Please provide lead time/delivery details for scooter purchase. |
| A2. |
| Q3. Please provide evidence of your competency to carry out the services required. This could include details of experience, similar contracts, qualifications of staff etc. |
| A3. |
| Q4. Please provide details on the warranty included for any work / parts fitted under this contract. |
| A4. |
| Q5. Are you able to carry fast moving parts to ensure down time on scooters are a minimum? |
| A5. |
| Q6. Can you guarantee you could collect and swap a scooter the same day or within 24hrs of request? |
| A6. |

The Council does not bind itself to accept the lowest or any quotation and reserves the right of accepting a quotation either in whole or as regards any one or more of the items specified, as the Council thinks fit, each item for this purpose considered as tendered for separately.

**Price variations must be notified and agreed before supplies are supplied.**

I/We hereby offer to supply supplies/services as specified in the Schedule of Prices in accordance with the Council’s Conditions of Contract contained in this quotation document.

|  |  |
| --- | --- |
| Name and Address of  Company: |  |
|  |  |
|  |  |
|  |  |
| Company Registration Number: |  |
|  |  |
| Signature: |  |
|  |  |
| Name of Person Signing: |  |
|  |  |
| Position in Company: |  |
|  |  |
| Telephone Number: |  |
|  |  |
| E-Mail Address: |  |
|  |  |
| Date: |  |

**3.2 DECLARATION OF NON-COLLUSIVE BIDDING**

**CONTRACT NO: 2234-25B**

**CONTRACT TITLE: 2234-25B Kickstart Scooters (Purchase & Maintenance)**

**CONTRACT PERIOD: 1 July 2025 to 30 June 2028**

In recognition of the principle that the essence of selective bidding is that the Authority shall receive bona fide competitive Bids from all those bidding

I/WE CERTIFY THAT:

1 The Bid submitted herewith is a bona fide Quotation, intended to be competitive.

2 I/We have not fixed or adjusted the amount of the Quotation under or in accordance with any agreement or arrangement with any other person.

3 I/We have not done, and undertake that we will not do at any time before the hour specified for the return of the Quotation, any of the following acts:

(a) communicating with a person other than the person calling for this Quotation the amount or approximate amount of the proposed Quotation (except where the disclosure, in confidence, of the approximate amount of the Bid was essential to obtain insurance premium quotations required for the preparation of the Quotation);

(b) entering into any agreement with any other person that he/she shall refrain from Bidding or as to the amount of any Quotation to be submitted; and

(c) offering, paying, giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other Quotation or proposed Quotation any act or thing of the sort described above.

Signed (Bidders signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print Bidders Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In this declaration:

* ‘person’ indicates any person, body, or association corporate or incorporate.
* ‘any agreement or arrangements’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.

**3.3 FREEDOM OF INFORMATION**

**CONTRACT NO: 2234-25B**

**CONTRACT TITLE: 2234-25B Kickstart Scooters (Purchase & Maintenance)**

**CONTRACT PERIOD: 1 July 2025 to 30 June 2028**

|  |  |
| --- | --- |
|  | **INFORMATION SUBMITTED AND CONSIDERED BY THE BIDDER AS CONFIDENTIAL / COMMERCIALLY SENSITIVE UNDER FOI ACT 2000** |
| 1. Document submitted |  |
| 2. Section/paragraph of document |  |
| 3. Specify the Information/wording considered to be confidential/ commercially sensitive |  |
| 4. Reasons/ justifications for Information being confidential/ commercially sensitive |  |
| 5. Timescale which information under (3) shall be confidential |  |
| 6. Specify Exemption Confidential or Commercially Sensitive |  |

Bidders should copy this schedule and submit additional sheets if necessary.

**SECTION 4: CONDITIONS OF CONTRACT**

* 1. *Insert Council’s Standard Conditions of Contract (below £75,000) here or consult Legal Services for specialist Conditions of Contract if required*

**THE EAST RIDING OF YORKSHIRE COUNCIL**

**STANDARD TERMS AND CONDITIONS**

**FOR THE SUPPLY OF GOODS AND/OR SERVICES**

*[Please note these terms and conditions shall apply following a request for quotation and to orders for good and services placed by the Council via a purchase order up to a value of £75,000.]*

1. **INTERPRETATION**
   1. **Definitions.** In these Conditions, the following definitions apply:

“Business Day” a day other than a Saturday, Sunday or public holiday, in England when banks in London are open for business.

“Commencement Date” has the meaning set out in clause 2.2.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 16.7.

“Contract” the contract between the Council and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

“Council” the East Riding of Yorkshire Council.

“Council Materials” has the meaning set out in clause 5.3.9.

“Deliverables” all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

“Goods” the goods (or any part of them) as set out in the Order.

“Goods Specification” any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Council and the Supplier.

“Intellectual Property Rights” patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsists or will subsist now or in the future in any part of the world.

“Order” the Council’s order for the supply of Goods and/or Services, as set out in the Council’s purchase order form.

“Services” the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

“Service Specification” the description or specification for Services agreed in writing by the Council and the Supplier.

“Supplier” the person, or firm from whom the Council purchases the Goods and/or Services.

* 1. In these Conditions, the following rules apply:
     1. a “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
     2. a reference to a party includes its personal representatives, successors or permitted assigns;
     3. a reference to a statutory or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
     4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
     5. a reference to writing or written includes faxes and emails.

1. **BASIS OF CONTRACT**
   1. The Order constitutes an offer by the Council to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
   2. The Order shall be deemed to be accepted on the earlier of:
      1. the Supplier issuing written acceptance of the Order; or
      2. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the contract shall come into existence (“Commencement Date”).
   3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
   4. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
2. **SUPPLY OF GOODS**
   1. The Supplier shall ensure that the Goods shall:
      1. correspond with their description and any applicable Goods Specification;
      2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1970) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council, expressly or by implication, and in this respect the Council relies on the Supplier’s skill and judgement;
      3. where applicable, be free from defects in design, materials and workmanship and remain so for a minimum of (18) eighteen months after delivery; and
      4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
   2. The Supplier shall ensure that all time it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the contract in respect of the Goods.
   3. The Council shall have the right to inspect and test the Goods at any time before delivery.
   4. If following such inspection or testing the Council considers that the Goods do not conform or are unlikely to comply with the Supplier’s undertakings at clause 3.1, the Council shall inform the Suppler and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
   5. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Contract and the Council shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
3. **DELIVERY OF GOODS**
   1. The Supplier shall ensure that:
      1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
      2. each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number, the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
   2. The Supplier shall deliver the Goods:
      1. on the date specified in the Order or , if no such date is specified, within seven days of the date of the Order;
      2. to the Council’s premises at County Hall, Beverley, East Yorkshire, HU17 9BA or such other location as is set out in the Order or as instructed by the Council before delivery (“Delivery Location”);
      3. during the Council’s normal hours of business on a Business Day, or as instructed by the Council.
   3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
   4. The Council shall not be deemed to have accepted any Goods and/or Services until the Council has had a reasonable time to inspect or test them following delivery.
   5. If the Supplier:
      1. delivers less than 95 per cent of the quantity of Goods ordered, the Council may reject the Goods; or
      2. delivers more than 105 per cent of the quantity of Goods ordered, the Council may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier’s risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Council accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
   6. The Supplier shall not deliver the Goods in instalments without the Council’s prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, a failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Council to the remedies set out in clause 6.1.
   7. Title and risk in the Goods shall pass to the Council on completion of delivery and formal acceptance by the Council.
4. **SUPPLY OF SERVICES**
   1. The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Council in accordance with the terms of the Contract.
   2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Council.
   3. In providing the Services, Supplier shall:
      1. co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;
      2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
      3. use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract, and shall where the Supplier is a Regulated Activity Provider under the Safeguarding Vulnerable Groups Act 2006 (including any subsequent re-enactment), ensure that valid disclosure checks are undertaken through the Disclosure and Barring Service for those personnel engaged by the Supplier for the provision of Services who shall in performing the Services come into contact with children or vulnerable adults;
      4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Council;
      5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
      6. use the best quality goods, materials, standards and techniques, and ensure the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Council, will be free from defects in workmanship, installation and design;
      7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
      8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Council’s premises;
      9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier (“Council Materials”) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council’s written instructions or authorisation; and
      10. not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services.
5. **COUNCIL REMEDIES**
   1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:
      1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
      2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
      3. to recover from the Supplier any costs incurred by the Council in obtaining substitute goods and/or services from a third party;
      4. where the Council has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier within (7) seven days of written request by the Council; and
      5. to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier’s failure to meet such dates.
   2. If the Supplier has delivered Goods that do not comply with the undertakings set out in the clause 3.1, then, without limiting its other rights or remedies, the Council shall have one or more of the following rights, whether or not it has accepted the Goods:
      1. to reject the Goods (in whole or in part) whether or not the title has passed and to return them to the Supplier at the Supplier’s own risk and expense;
      2. to terminate the Contract with immediate effect by giving written notice to the Supplier;
      3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
      4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
      5. to recover from the Supplier any expenditure incurred by the Council in obtaining substitute goods from a third party; and
      6. to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier’s failure to supply Goods in accordance with clause 3.1.
   3. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
   4. The Council’s rights under this Contract are in addition to its rights and remedies implied by statute and common law.
6. **COUNCIL’S OBLIGATIONS**
   1. The Council shall:
      1. provide the Supplier with reasonable access at reasonable times to the Council’s premises for the purpose of providing the Services;
      2. provide such information as the Supplier may reasonably request for the provision of the Services and the Council considers reasonably necessary for the purpose of providing the Services.
7. **CHARGES AND PAYMENT**
   1. The price for the Goods:
      1. shall be the price set out in the Order; and
      2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Council. No extra charges shall be effective unless agreed in writing and signed by the Council.
   2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
   3. In respect of Goods, the Supplier shall invoice the Council on or at any time after completion of delivery and acceptance. In respect of Services, the Supplier shall invoice the Council on completion of the Services. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice including but not limited to the relevant purchase order number.
   4. In consideration of the supply of Goods and/or Services by the Supplier, the Council shall pay the invoiced amounts within (30) thirty days of the date of a correctly rendered valid and undisputed invoice to a bank account nominated in writing by the Supplier.
   5. All amounts payable by the Council under the Contract are exclusive of amounts in respect of valued added tax (“VAT”) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
   6. If a party fails to make any undisputed payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the base lending rate of the Bank of England from time to time. The Council and the Supplier agree that this clause provides each of them with a substantial remedy in respect of any late payments of sums due for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
   7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Council to inspect such records at all reasonable times on request.
   8. The Council may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
8. **INTELLECTUAL PROPERTY RIGHTS**
   1. In respect of the Goods and any goods that are transferred to the Council as part of the Services under this Contract including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Council, it will have full and unrestricted rights to sell and transfer all such items to the Council.
   2. The Supplier assigns to the Council, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
   3. The Supplier shall, promptly at the Council’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Council in accordance with clause 9.2.
   4. All Council Materials are the exclusive property to the Council.
9. **INDEMNITY**
   1. The Supplier shall keep the Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Council as a result of or in connection with:
      1. any claim made against the Council for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
      2. any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
      3. any claim made against the Council by a third party arising out of in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees agents or subcontractors, subject always to an aggregate financial limit of no more than 125% of the contract price.
   2. This clause 10 shall survive termination of the Contract.
10. **INSURANCE**
    1. During the term of the Contract and where requested, for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company: product liability insurance (£5 million); public liability insurance (£10 million); and professional indemnity insurance (£1 million), as necessary to cover the risks and or liabilities that may arise under or in connection with the Contract, and shall, on the Council’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.
11. **CONFIDENTIALITY**
    1. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiates which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party’s business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party’s obligations under the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party’s confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
    2. The Council is subject to the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 (including any subsequent re-enactments) as well as the Local Government Transparency Code and as such may be required to disclose information forming party of the agreement to anyone who makes a legitimate request. The Council has an absolute discretion to determine how to respond to a request, including the application of any potential exemptions.
    3. The Supplier shall assist and cooperate with the Council (at the Supplier’s expense) to enable the Council to comply with any information disclosure requirements, and in so doing will observe any timescales notified to it by the Council.
    4. Where the Supplier has access to information about people, it shall ensure that in making the Supply or delivering the Services, the provisions of the Data Protection Act 1998 (including any subsequent re-enactments and as from 25 May 2018 the General Data Protection Regulations (Regulations (EU)2016/679)) are observed (and also any of the Council’s data protection requirements notified to the Supplier).
    5. This clause 12 shall survive termination of the Contract.
12. **TERMINATION**
    1. Without limiting its other rights or remedies, the Council may terminate the Contract:
       1. in respect of the supply of Services, by giving the Supplier (14) fourteen days’ written notice; and
       2. in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Council shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
    2. In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Services, and the Contract shall continue in respect of the remaining supply.
    3. Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:
       1. the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within (7) seven days of receipt of notice in writing to do so;
       2. the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
       3. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts or as having no reasonable prospect of so doing, neither case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
       4. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier.
       5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
       6. the Supplier (being an individual) is the subject of a bankruptcy petition or order;
       7. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within (14) fourteen days;
       8. an application is made to court, or an order is made, for the appointment of an administrator is given or if an administrator is appointed over the Supplier (being a company);
       9. the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
       10. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
       11. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.3 to clause 13.3.10 (inclusive);
       12. the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
       13. the other party’s financial position deteriorates to such an extent that in the Supplier’s opinion the Council’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
       14. the Supplier (being an individual) dies or, by reason of illness of incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
    4. Termination of the Contract, however arising, shall not affect any of the parties’ rights and remedies that have accrue as at termination.
    5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
13. **CONSEQUENCES OF TERMINATION**
    1. On termination of the Contract for any reason, the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier’s premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
14. **FORCE MAJEURE**
    1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure Event).
    2. The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
    3. If a Force Majeure Event prevents, hinders or delays the Supplier’s performance of its obligations for a continuous period of more than (7) seven Business Days, the Council may terminate the Contract immediately by giving written notice to the Supplier.
15. **GENERAL**

**Assignment and other dealings**

* 1. The Council may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  2. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Council.

**Notices**

* 1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
  2. A note or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or if sent by fax or email, one Business Day after transmission.
  3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**Severance**

* 1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**Waiver**

* 1. A waiver or any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**No Partnership or Agency**

* 1. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**Third Parties**

* 1. A person who is not a party to the Contract shall not have any rights to enforce its’ terms.

**Variation**

* 1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by both parties in writing and signed on their behalf by their respective duly authorised representative.

**Governing Law**

* 1. The Contract, and any dispute or claim arising out or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

**Jurisdiction**

* 1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Disputes**

* 1. If any difference shall arise between the Council and the Supplier as to the interpretation or operation of these Conditions as to the rights, duties, obligations or liabilities of either party hereto which cannot be resolved amicably between the parties within a reasonable time then the Council shall refer the dispute to senior members of staff. During this time neither party will resort to litigation. If the dispute is not resolved in that way within two months then either party may exercise any remedy it may have.

**Publicity**

* 1. The Supplier shall not without the written permission of the Council advertise or disclose to any third party that it is providing Goods and or Services to the Council.

**Prevention of Bribery**

* 1. The Council may terminate the Contract and recover all of its loss if the Supplier, its employees or anyone acting on the Supplier’s behalf do any of the following:
     1. directly or indirectly offer, give, agree to give anyone, or accept from anyone any inducement or reward in respect of this or any other Council contract; or
     2. commit any offence under the Bribery Act 2010; or
     3. commit or attempt to commit any fraud in connection with this or any other Council contract whether alone or in conjunction with member or employees of the Council.

**Transparency**

* 1. The parties acknowledge that save for any information which is exempt from disclosure in accordance with the provisions of the FOIA then the Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the Act. Notwithstanding any other term of the Contract the Supplier hereby gives its consent for the Council to publish the Contract in its entirety to the general public in whatever form the Council decides.

**Conflicts of Interest**

* 1. The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract. The supplier will disclose to the Council full particulars of any such conflict of interest which may arise.
  2. Prior to the commencement of the Services. If the Supplier is being engaged as a consultant or interim manager, the Supplier shall use its best endeavours to disclose any actual or potential financial, non-financial, personal or professional interest in any organisation, company or other body that is or has potentially, currently and/or previously had dealings with the Council, where such interest may and/or could result in a conflict with the interests of the Council.
  3. The Council reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract.

**Modern Slavery**

* 1. The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 and any breach of this clause shall be deemed a material breach of the Contract and shall entitle the Council to terminate the Contract in accordance with Clause 13.

**SECTION 5: PAYMENT DETAILS**

\*\* Please note this document MUST be completed by all companies\*\*

**Please submit with this completed document, a copy invoice, headed paper or any other documentation that confirms your company’s name and address.**

Please indicate where requested to do so in the Quotation document that you are able to accept BACS payments.

|  |  |
| --- | --- |
| **REMITTANCE (PAYMENT) ADDRESS** - If different from that given in the tender | |
| **Company Details** | |
| Name of company |  |
| Address |  |
| VAT Registration Number |  |
| Send Remittances to: | *Email Address* |
| Send Orders to: | *Email Address* |
| **Bank Details** | |
| Bank Name |  |
| Sort Code |  |
| Bank Account Number: |  |

East Riding of Yorkshire Council is working towards e-invoicing for all invoices. As part of this project all companies are being encouraged to adopt electronic invoicing directly with East Riding of Yorkshire Council.

**APPENDIX A - Specification checklist**

**CONTRACT NO: 2234-25B**

**CONTRACT TITLE: 2234-25B Kickstart Scooters (Purchase & Maintenance)**

**CONTRACT PERIOD: 1 July 2025 to 30 June 2028**

|  | | | | Does this vehicle meet the required specification | | | | **Comments** | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Yes** | | **No** | |
| **x** | | **x** | |
| **1** |  |  | **Operation** | |  | |  | |  |
|  | **a)** | Operating Environment | Road use only | |  | |  | |  |
| **2** |  |  | **Dimensions** | |  | |  | |  |
|  | **a)** | Overall Length - Maximum | 1925mm | |  | |  | |  |
|  | **b)** | Overall Width - Maximum | 800mm (not including mirrors) | |  | |  | |  |
| **3** |  |  | **Engine specification** | |  | |  | |  |
|  | **a)** | Fuel Type | Unleaded Petrol | |  | |  | |  |
|  | **b)** | Engine size | Not less than 110cc and not more than 125cc | |  | |  | |  |
|  | **c)** | MPG – Minimum | 80 | |  | |  | |  |
|  | **d)** | Starting method - Minimum | Electric | |  | |  | |  |
|  | **e)** | Fuel system | Fuel injection | |  | |  | |  |
|  | **f)** | Fuel tank capacity - Minimum | 5 litres | |  | |  | |  |
| **4** |  |  | **Body** | |  | |  | |  |
|  | **a)** | Brakes | Front disc and rear drum | |  | |  | |  |
|  | **b)** | Drivers Seat | Dual | |  | |  | |  |
|  | **c)** | Storage | Under seat compartment - minimum | |  | |  | |  |
|  | **d)** | Front wheel diameter | Range - 395mm- 550mm | |  | |  | |  |
|  | **e)** | Rear wheel diameter | Range - 350mm- 550mm | |  | |  | |  |
|  | **f)** | Wheelbase | Wheelbase minimum 1.2m | |  | |  | |  |
|  |  |  | **Tyre** | |  | |  | |  |
|  | **a)** | Quality | Dunlop (front and rear) | |  | |  | |  |
|  |  |  | **Vehicle Compliance** | |  | |  | |  |
|  | **a)** | Legislation | The complete vehicle should comply with all current and pending EU and UK (including interpretation) legislation for the operation of the complete vehicle in the UK | |  | |  | |  |
|  | **b)** | Certification | All necessary certification to be supplied for the operation of the complete vehicle in the UK | |  | |  | |  |
|  | **c)** | The vehicle must comply with the latest | Health and Safety Regulations | |  | |  | |  |
|  | Construction and Use Regulations | |  | |  | |  |
|  | PUWER | |  | |  | |  |
|  | Any other EC or local type approval | |  | |  | |  |
|  | **d)** | "L" plates | Adhesive plate fitted to the front and a mudflap plate fitted to the rear of the scooter | |  | |  | |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **Warranty** | **Does your offer include all the** | |  |
|  |  |  |  | **requirements for Warranty shown below?** | |  |
|  |  |  |  | **Yes** | **No** |  |
|  |  |  |  | **x** | **x** |  |
|  | **a)** | Warranty cover | The contractor will be responsible for all aspects of warranty and will cover the complete vehicle as supplied. |  |  |  |
|  | The minimum warranty required is for a period of 24 months (up to 30,000 miles). |  |  |  |
|  | **b)** | Roadside Assistance | The minimum roadside assistance required is for a period of 24 months to operate 24 hours a day, 365 days a year. |  |  |  |
|  |  |  | **Options** | **Are these options available?** | |  |
|  |  |  |  | **Yes** | **No** |  |
|  |  |  |  | **x** | **x** |  |
|  | **a)** | Supply of spares - Minimum | Replacement parts to be available from the contractor within 3 working days of an official purchase order |  |  |  |
|  | **b)** | Delivery/Collection | Fixed price delivery/collection roundtrip  [East Riding postcode] |  |  |  |
|  | **c)** | Storage | Storage of scooter when not in use/awaiting delivery to client |  |  |  |

**APPENDIX B – SCOOTER INSPECTION / ISSUE SHEET**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TYPE** (PLEASE CIRCLE) | ISSUE / ROUTINE INSPECTION / RETURN / REPORTED DAMAGE / UNREPORTED DAMAGE / ACCIDENT | | | | | | | | |
| **CUSTOMER NAME:** | | | | | | **OFFICER NAME:** | | **DATE:** | |
| **REGISTRATION:** | | | | | | **MILEAGE:** | | | |
| **FUEL GAUGE** | |  | **FRONT TYRE TREAD** (MIN 1.2MM OVER ¾ OF TREAD):\_\_\_\_\_\_\_\_\_\_\_\_MM  **REAR TYRE TREAD** (MIN 1.2MM OVER ¾ OF TREAD)**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**MM | | | | | | |
| **OIL LEVEL** | |  |
| **TYRE PRESSURE (FRONT)** | | | |  | **TYRE PRESSURE (REAR)** | | | |  |
| HEADLIGHTS AND MAIN BEAM WORKING | | | |  | FRONT BRAKES TESTED | | | |  |
| LEFT AND RIGHT INDICATORS WORKING | | | |  | REAR BRAKES TESTED | | | |  |
| HORN WORKING | | | |  | SPEEDO WORKING | | | |  |
| ELECTRIC START WORKING | | | |  | EXHAUST INSPECTED | | | |  |
| BRAKE LIGHTS WORKING | | | |  | “L” PLATES PRESENT | | | |  |
| DASH BOARD LIGHTS WORKING | | | |  | MAIN STAND WORKING FREELY | | | |  |
| NUMBER PLATE LIGHT WORKING | | | |  | CHAIN LOCK AND DISC LOCK PROVIDED | | | |  |
| **INSPECTING OFFICER COMMENTS**: (including condition of bodywork) | | | | | | | | | |
|  | | | | | | | | | |
| **EMPTY OF BELONGINGS** - YES / NO *(IF “NO” LIST ALL ITEMS AND ENSURE THAT A WITNESS ALSO SIGNS THIS FORM)* | | | | | | | | | |
| **DECLARATION BY INSPECTING OFFICER:**  INSPECTION COMPLETED AND THE SCOOTER IS ROADWORTHY **NAME:** …………………………………………….  A MORE DETAILED INSPECTION OF THIS SCOOTER REQUIRED **SIGN**: ……………………………………………...... | | | | | | | | | |
| **RIDER DECLARATION**  1. I HAVE BEEN SHOWN HOW TO OPERATE THE SCOOTER PROVIDED AND DECLARE THAT I AM FIT TO RIDE AND ACCEPT FULL RESPONSIBILITY FOR IT.  2. I AGREE WITH THE INSPECTION DETAILS  3. I HAVE BEEN ADVISED TO TAKE PHOTOGRAPHS AND RETAIN THEM | | | | | | | **RIDER SIGNATURE:**  ……………………………………………………..  **Print Name**:  **Date:** | | |