



**Newquay**Council

**Corporate**Service

## **VOLUME TWO – APPLICANTS OFFER (2)**

**Reference Number: CF-007**  
**Contract for: CCTV Infrastructure Maintenance**  
**for Newquay / St Austell**

Closing time and date for return of submission:

**12:00 (Noon) – 14 August 2019**

**Name of Applicant:**

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.



## **1.1 General Notes**

This document should be read in conjunction with the supporting information contained within Volume 1 "Invitation to Tender - Background Information, Instructions and Conditions of Tender" and associated documents also referenced.

This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately, and all information required to submit a compliant tender is done ahead of submitting any final response.

## **1.2 Suitability Assessment**

### **Notes for completion**

1. The "Authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this Suitability Assessment i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Authority recognises that arrangements set out in section 1.2 of the standard Suitability Assessment, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors,

providing one composite response and declaration.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier information			
Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.			
Section 1	Potential supplier information		
Question number	Question	Response	
1.1(a)	Full name of the potential supplier submitting the information		
1.1(b) - (i)	Registered office address (if applicable)		
1.1(b) - (ii)	Registered website address (if applicable)		
1.1(c)	Please mark 'X' in the relevant box to indicate your trading status	<div>a) a public limited company</div> <div>b) a limited company</div> <div>c) a limited liability partnership</div> <div>d) other partnership</div> <div>e) sole trader</div> <div>f) other (please specify)</div>	
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(g)	Head office DUNS number (if applicable)		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?		
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).		
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular		

	organisation in order to provide the services specified in this procurement?		
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.		
1.1(k)	Trading name(s) that will be used if successful in this procurement		
1.1(l)	Please mark 'X' in the relevant box to indicate whether any of the following classifications apply to you	a) Voluntary, Community and Social Enterprise (VCSE)	
		b) Small or Medium Enterprise (SME)	
		c) Sheltered workshop	
		d) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?		
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable)		
	Name:		
	Date of birth:		
	Nationality:		
	Country, state or part of the UK where the PSC usually lives:		
	Service address:		
	The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used):		
	Which conditions for being a PSC are met:		
	Over 25% up to (and including) 50%		
	More than 50% and less than 75%		
75% or more			
1.1(o)	Details of immediate parent company (Please enter N/A if not applicable)		
	Full name of the immediate parent company:		
	Registered office address (if applicable):		
	Registration number (if applicable):		
	Head office DUNS number (if applicable):		
1.1(p)	Details of ultimate parent company (Please enter N/A if not applicable)		
	Full name of the ultimate parent company:		
	Registered office address (if applicable):		
	Registration number (if applicable):		
	Head office DUNS number (if applicable):		
	Head office VAT number (if applicable):		

**Please provide the following information about your approach to this procurement.**

Section 1	Bidding model		
Question number	Question	Response	
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
	<p>If <b>yes</b>, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If <b>no</b>, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 1.</p>	<b>Yes</b>	<b>No</b>
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	<b>Yes</b>	<b>No</b>
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.		
	Name:		
	Registered address:		
	Trading status:		
	Company registration number:		
	Head Office DUNS number (if applicable):		
	Registered VAT number:		
	Type of organisation:		
	SME (Yes/No):		
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables:		
The approximate % of contractual obligations assigned to each sub-contractor:			

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a

failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Suitability Questions			
Section 1	Economic, Professional and financial standing		
Question number	Question	Response	
		Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
1.1	Please confirm whether your turnover is at least the minimum of twice the annual estimated value of this contract. The estimated annual value of this contract is £21000.		
1.2	Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons?		
1.3	Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud?		
1.4	Does your organisation hold all relevant licences and memberships for this contract required by law?		
Section 2	Technical and professional ability		
Question number	Question	Response	

2.1	<p>Please provide details of two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>	
	Contract 1	Contract 2
Name of customer organisation		
Point of contact in the organisation		
Position in the organisation		
E-mail address		
Contract Start date		
Contract completion date		
Estimated contract value		
Description of the Contract:		
Contract 1:		
Contract 2:		
2.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>	
Response:		
2.3	<p>If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>	
Response:		

<b>Section 3</b>	<b>Insurance</b>		
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):		<b>Yes</b>	<b>No</b>
Employer's (Compulsory) Liability Insurance = £5 Million			
Public Liability Insurance = £5 Million			
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.			
<b>Section 4</b>	<b>Health and safety</b>		
(Please indicate your answer by marking 'X' in the relevant box):		<b>Yes</b>	<b>No</b>
Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.			
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>			
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?			
<b>Section 5</b>	<b>Disputes &amp; Legal Obligations</b>		
<b>Question Number</b>	<b>Question</b>	<b>Response</b>	
5.1		<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
		<b>Yes</b>	<b>No</b>
	Has your organisation had any judgement made against it in relation to similar contracts in the last three years? Bidders who answer 'Yes' please provide a brief description of the judgement on a separate sheet and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass		



	will only be awarded if suitable procedures have been implemented - label response as 5.1, no more than 400 words per contract description.		
5.2	Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it? Bidders who answer 'Yes' please provide a brief description of the judgement on a separate sheet and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.2, no more than 400 words per contract description.		
5.3	Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010?		
5.4	Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.		
5.4.1	<b>Yes</b> I have a Statement		
5.4.2	Organisation has <b>less</b> than 5 staff		
5.4.3	<b>No</b> Statement & <b>more</b> than 5 staff		

## 1.3 Specification

**Objectives/Expectations** (list is indicative but not considered exhaustive):

- A. Repair and maintain the existing 34 CCTV cameras/associated equipment in and around Newquay Town Centre and any cameras subsequently added to the system during the contract term.
- B. Repair and maintain the existing 20 CCTV cameras/associated equipment in the St Austell Town Centre and any cameras subsequently added to the system during the contract term.
- C. Repair and maintain the CCTV Control Room and associated equipment housed in the back office (Airwave room) such as the server and recording units, based in Newquay.
- D. Install and remove Mobile CCTV at locations chosen by the relevant Council and assist the relevant Council with obtaining any necessary permissions to use the electrical infrastructure. Remove said Mobile CCTV when notified by the relevant Council.

- E. A 24-hour breakdown repair service all year round (should this be required) for the CCTV infrastructure and Control Room during normal working days (excluding Saturday/Sunday/Public Holidays) following a report to the contractor from the duty CCTV Operator or Manager (or following identification of a problem during a routine inspection by the contractor).
- F. Provision for emergency call outs all year round to undertake immediate repairs within 24 hours outside normal working days (Saturday/Sunday/Public Holidays), and also outside normal working hours on Monday - Friday if required by the service and deemed high priority.
- G. Operate an appropriate fault reporting and recording procedure designed to accurately record and triage each fault reported according to how the duty CCTV operator or Manager deems the severity of the fault and its impact on the Service. Severity of faults should be graded depending on its severity/operational/Service risk and response times should reflect the seriousness of the fault (for example: in the event of an entire system failure The Council and Devon and Cornwall Police would deem this an emergency for the CCTV Service and would expect a timely response to rectify the fault).
- H. Carry out an electrical inspection and testing of the control room and CCTV infrastructure at the commencement of the contract and in the final year of the contract. When faults are discovered upon inspection or client reporting, steps should be taken to make the overall site safe and wherever possible, dealt with at the time of attendance.
- I. Provide lens cleaning of the cameras within the system at least quarterly (this must be flexible and can be adjusted depending on the requirement for cleaning), with the ability to increase the frequency of cleaning during the winter months.
- J. Provide reasonable adjustments to the CCTV system and equipment to ensure the system is fit for purpose as well as completing all repairs to the complete satisfaction of the respective Council.
- K. Applicants should be at minimum familiar with or ideally suitably trained or to repair and maintain the system which operates using Bosch Video Management Software (BVMS).
- L. A willingness to provide quotations for and undertake new CCTV installations as and when required and seek to provide equipment which is able to perform well within the current system but pays close attention to the costs associated (price comparisons of similar quality equipment is

appreciated so that the Council can select which option is best suited). CCTV signage (procured by each individual Council) should also be erected by the contractor when installing a new addition to the system.

- M. A willingness to carry out the NPPV 1 & 2 Police Vetting procedure in order to grant the Company's personnel access to the CCTV Control Room based in Newquay Police Station. In addition to this, members working on behalf of the company must be of good character and due to the sensitive nature of the work, should operate to the highest standard of professionalism and confidentiality. Contractors shall be willing to complete "Declaration of Confidentiality" agreements provided by the CCTV Manager. Proof of valid DBS is also advantageous.
- N. The nominated Contract Manager, within the contractor's organisation will meet with representative of both Councils at least twice a year unless otherwise agreed between all parties.
- O. To provide a written report following each inspection and repair to equipment/cameras/infrastructure to each respective Council.

**The prospective Service Provider should:**

Provide quotations for 34 cameras, per annum for the Newquay CCTV system (including any cameras added to the system during the contract term).

Provide quotations for 20 cameras, per annum for the St Austell CCTV system (including any cameras added to the system during the contract term).

The quotations provided should, when outages or defects are reported on new and existing equipment, include the provision of labour to repair/replace items noted below (lists give an indication of equipment included but they are not considered exhaustive):

When estimating a quotation contractors should pay particular note to Appendices A and B which outline the types of faults reported for the last year under the previous contract along with response times.

**Control Room** – monitors, wiring, control panels and wiring, recorders, switches, sockets, communication receivers/equipment (e.g routers, adapters), decoders/multiplexers.

**Town Centre(s)**- cameras (including PTZ mechanisms/motors, cabling, wipers), wireless microwave links, electrical cabinet (power, communications), brackets/housing, switches, sockets, adapters.

Repairs under the contract may include damage caused (list not exhaustive) associated with – flooding, storm damage, power cuts and deliberate or accidental damage.

## Supporting Document: Camera locations and relevant information

		IP	Analogue	
NEWQUAY				
Ref	Location			Comments
1	Fore St (Surf Hire shop, opposite Red Lion)			PTZ Dome
2	South Quay Hill			PTZ Mic
3	Fore St Car Park			PTZ Mic
4	Central Sq/Chapel Hill (Animal shop)			PTZ Mic
5	Central Sq			PTZ Dome
6	Beach Road/Beach Ave			PTZ Mic
7	Beach Road/Beach Ave			PTZ Dome
8	Manor Rd/St Georges Rd			PTZ Mic
9	Bank St (Rowes)			PTZ Dome
10	Bank St (Costa)			PTZ Dome
11	Marcus Hill (opposite Subway)			PTZ Dome
12	Manor Rd (Bus Station)			PTZ Dome
13	East St (Post Office)			PTZ Dome
14	Berry Rd (Stratton & Creber)			PTZ Dome
15	Cliff Rd			PTZ Dome
16	Police Station			PTZ Dome
17	Tram Tracks			PTZ Mic
18	Henver Rd			PTZ Dome
19	Chester Rd			PTZ Dome
20	Manor Rd Car Park (lower corner)			PTZ Dome
21	Manor Rd Car Park (higher corner)			PTZ Dome
22	Edgcumbe Ave (Surfers Hotel)			PTZ Mic
23	The Crescent			PTZ Mic
24	Trebarwith Cres (The Ark building)			PTZ Dome
25	Mount Wise roundabout			PTZ Dome
26	Heron Centre (side)			PTZ Dome
27	Heron Centre (Car Park)			PTZ Dome
28	Heron Centre (rear)			PTZ Dome
29	Trenance (viaduct)			PTZ Dome
30	Trenance (entrance)			PTZ Dome
31	Trenance Garden (café)			Static/Fixed
32	Trenance Café (front)			Static/Fixed
33	Trenance Café (rear)			Static/Fixed
34	Skatepark			PTZ Invictus

ST AUSTELL		IP	Analogue	
<i>Ref</i>	<i>Location</i>			<i>Comments</i>
51	Truro Rd (Sports Direct)			PTZ
52	Fore St (Poundland)			PTZ
53	Aylmer Sq (Poundland)			PTZ
54	Fore St (Tengo)			PTZ
55	Duke St/Victoria Pl			PTZ
56	East Hill			PTZ
57	High Cross St (Natwest)			PTZ
58	High Cross St (The Club)			PTZ
59	Poundstretcher (rear of The Club)			PTZ
60	Train/Bus Station			PTZ
61	Trevarthian Rd			PTZ
62	Biddicks Crt			PTZ
63	Cemetery Park			PTZ
64	Priory Car Park			PTZ
65	Truro Rd			PTZ
66	Park House Flats			PTZ
67	Trinity St			PTZ
68	Fore St (Subway end)			PTZ
69	Kings Ave			PTZ
70	Poltair Park			PTZ

### **Control Room equipment** (list not exhaustive):

The system runs on Bosch BVMS enterprise V7.5, Server, rack, 2 x Bosch DIP 3000 NVR, network switches, 3 x workstations, 2 x digital keyboards, 4 x large wall monitors, decoders.

## **1.4 Price Schedule**

Applicants are required to complete the Pricing Schedule. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.

If there is no charge for an item, please state none.

### **Costs**

The costs should be broken down into components with a full description of each component and its associated costs exclusive of VAT. Services below include the associated repair and maintenance to the CCTV Control Room as well as the repair and maintenance of any cameras and/or equipment added to the system during the contract term.

<b>Service component description</b>	<b>Costs (£)</b>
Repair and Maintenance – CCTV Control Room (located at Newquay Police Station – cost per annum)	
Repair and Maintenance – Newquay Town Council CCTV System (cost per annum)	
Repair and Maintenance – St Austell Town Council CCTV System (cost per annum)	
Installation of Mobile CCTV (per camera)	
<b>Total Costs (£) *</b>	<b>£</b>

\* No additional costs will be considered by the Council(s) unless these are clearly stated in the pricing schedule response.

## 1.5 Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for the period contract.

## 1.6 Pricing Schedule Declaration

I/We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name ( <i>in block capitals</i> ):	
In the capacity of: ( <i>State official position, i.e. Director, Manager, etc.</i> )	
Organisation name and postal address:	
Telephone No:	Fax No:
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

## 1.7 Method Statements (award questions)

The tenderer will be required to submit details of past experience with similar service contract, contract references and details of CCTV related accreditation for the employees within the tenderers organisation.

1.	Experience	20%
Guidance: Please provide brief details of your company's previous experience in delivering the type of services required under this contract.		
2.	References	20%
Guidance: Please elaborate on the relevance of the contract references provided within the Suitability Assessment and how they apply to this contract.		
3.	CCTV Related Training (e.g. Bosch Video Management System, Working at Height etc)	20%
Guidance: Please provide details of the minimum CCTV related accreditation the employees within your organisation hold.		

## 1.8 Terms and Conditions

### 1.0 DEFINITIONS AND INTERPRETATION

1.1 **Appendix** means the Appendix hereto.

1.2 **Commencement Date means** the date stated in the Contract particulars.

- 1.3 **Conditions** means these Conditions of Contract including any other documents annexed hereto.
- 1.4 **Contract** means the agreement entered into between the Council and the Supplier embodying the Articles of Agreement, these Conditions, the Conditions of Tender, the Specification, Pricing Schedule, any Schedules and other documents listed in the Appendix, including any Programme of Work, Supporting Information or proposals from time to time put forward by the Supplier and approved by the Council.
- 1.5 **Contract Documents** means the documents comprising the Contract.
- 1.6 **Contract Manager** means the person or persons nominated pursuant to Condition 2 and **relevant Contract Manager** means the contract manager for the specific Council placing an Order hereunder.
- 1.7 **Contract Period** means the period stated in the Contract Particulars starting on the Commencement Date or such longer period as may be determined in accordance with these Conditions.
- 1.8 **Contract Representative** means the person or persons nominated pursuant to Condition 6.
- 1.9 **Contract Standard** means, in relation to the performance and discharge of any part of the Contract and each and every Order forming a constituent part thereof:
- 1.9.1 with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;
  - 1.9.2 such standard as complies in each and every respect with the relevant provisions of the Contract and any Order pursuant thereto and where and to the extent that no criteria are stated in the Contract and any Order pursuant thereto the standard is to be to the entire satisfaction of the relevant Contract Manager;
  - 1.9.3 in compliance with all relevant legal requirements including those of Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the



Contract Procedure Rules, Financial Regulations and Scheme of Delegated Powers to Chief Officers and all other internal requirements and procedures of the Council.

1.9.4 in absolute co-operation with the Councils and their other suppliers.

1.10 **Council** means Newquay Town Council and St Austell Town Council.

1.11 **Order** means an official order in respect of the Services or any part or parts thereof issued by any of the Councils to the Supplier.

1.12 **Pricing Schedule** means the Schedule so entitled which incorporates the prices and rates for the supply of the Service.

1.13 **Service** means provision of Town Councils Open pace CCTV Repair and Maintenance as detailed in the Specification to be supplied in accordance with the Contract or any Order pursuant thereto and includes any variation thereto made pursuant to Condition 8.

1.14 **Specification means the document so entitled which describes the** Services to be supplied and installed by the Supplier to the Council and any variation or modification thereto made pursuant to Condition 8.

1.15 **Supplier** means the person, persons or company whose tender has been accepted by the Council and who accordingly enters into the Contract with the Council to supply the Services.

1.16 Reference to the Supplier shall be deemed to include the Supplier's partners directors and employees and the Supplier's agents and sub-contractors unless the context otherwise requires.

1.17 Reference to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time.

1.18 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract or any Order pursuant thereto.

1.19 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

- 1.20 To the extent that legislation permits any payment hereunder shall be made in Pounds Sterling.
- 1.21 The meanings of the words defined in the Specification shall also apply within these Conditions so far as applicable.
- 1.22 In the Contract, unless the contrary intention appears:
  - 1.22.1 words importing the masculine gender include the feminine gender; and
  - 1.22.2 words in the singular include the plural and vice-versa;
  - 1.22.3 words importing a written notice/order/instruction include information transmitted by electronic means.

## **2.0 FORM OF CONTRACT**

### **2.1 Sufficiency of Information**

- 2.1.1 The Supplier shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices stated by the Supplier in its Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier's Tender.

### **2.2 Documents Mutually Explanatory**

- 2.2.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Supplier become aware of any ambiguities or discrepancies in or between the Contract Documents, the Supplier shall immediately inform the Council giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Council shall be resolved by the Council who shall issue to the Supplier any appropriate instructions. If any such instruction changes the basis upon which the Supplier tendered so as to render any price inappropriate, the said instruction shall be treated as a variation.

2.2.2 Any references in the Specification to contact with, liaison, reporting or other action in relation to various Departments or Committees of the Council shall be deemed to refer to any successor assignee or contractor substituting therefore or replacing whether temporarily or permanently the same and so notified from time to time by the Council.

## 2.3 Variation of Conditions

2.3.1 Following the formation of a binding agreement, no deletion from, addition to, or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

## 2.4 Copyright

2.4.1 Copyright in the Contract Documents shall vest so far as it lawfully can in the Council but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

## 2.5 Exclusion of Rights and Third Parties

2.5.1 It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving any rights, privileges, powers or enforceability other than to the specific parties executing this document as defined herein and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

# **3.0 CONTRACT MANAGER**

3.1 The Council shall appoint a Contract Manager who shall be the person or persons named in Volume 1 – Invitation to Tender or such other person or persons nominated in writing by the relevant Council from time to time to act in the name of the said Council for the purposes of the Contract or any constituent part thereof.

- 3.2 The relevant Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith. If any such instruction is a variation within Condition 8 it shall be valued pursuant thereto.
- 3.3 From time to time the relevant Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the relevant Contract Manager shall give written notice thereof to the Supplier.

#### **4.0 SUPPLY OF SERVICE**

- 4.1 The Service will be in conformity with the Specification, samples or other descriptions of the Service contained and referred to in the Supplier's tender.
- 4.2 The Service must be delivered at the delivery point specified by the relevant Contract Manager. If the Service is incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering the same to their correct destination.
- 4.3 The Service and risk shall remain in the Supplier until they are delivered to the point specified by the relevant Contract Manager.
- 4.4 The Supplier shall make good free of charge to the relevant Council any loss of or damage to or defect in the Service where notice is given by the said Council of the same.
- 4.5 In the case of the Service delivered by the Supplier not conforming with the requirements of the Contract whether by reason of quality, or quantity or not being fit for the purpose for which the Service is required (where such purpose has been made known in writing to the Supplier), the relevant Council shall have the right to reject such Service within a reasonable time of their delivery and to purchase elsewhere but without prejudice to any other right which the relevant Council may have against the Supplier. The making of payment shall not prejudice the relevant Council's right of rejection. Before exercising the said right to purchase elsewhere the relevant Council shall give the Supplier reasonable opportunity to replace the Service or any elements thereof with a replacement which conforms to the

Specification and terms of the Contract or any Order pursuant thereto.

- 4.6 Notwithstanding that the Specification contains detailed exemplification of individual elements of the Contract this shall not in any way detract from the overriding obligation to execute all such elements of the Contract in an integrated manner in accordance with best practice to best standards applicable to such elements and to the satisfaction of the relevant Contract Manager in the performance of such standards and practice.
- 4.7 Subject as otherwise contained in the Specification such instruction may state the type or part of the supply of the Service required including the relevant Council's requirements with regard to timescale for delivery. For the avoidance of doubt, any such timescale may encompass any number of separate dates or times for the supply of the Service or any part thereof.
- 4.8 If at any time it appears to the Council that the Supplier's performance of the Contract does not conform to the Contract Standard the Council may without prejudice to any other right or remedy available to it, require the Supplier to return immediately to the agreed Contract Standard.
- 4.9 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Service. In the event of the Supplier failing to make good such damage, the relevant Council shall, two weeks after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

## **5.0 THE SUPPLIER'S OBLIGATIONS**

- 5.1 The Supplier shall supply the Service described in the Specification to the Contract Standard with reasonable and proper skill care and diligence, with the utmost good faith and to the performance requirements set out therein in accordance with best professional practice, the written instructions of and, subject as aforesaid, to the satisfaction of the relevant Contract Manager and to such individual timescale or timescales as may be specifically prescribed or otherwise with all due diligence.

- 5.2 The Supplier shall forthwith comply with any and all written instructions issued to it by the Council in respect of any matter relating to the supply of the Service in respect of which the relevant Contract Manager is empowered to issue instructions, save that:
- 5.2.1 where, subject to the detailed requirements of the Specification, such instruction is one requiring a variation within the meaning of Condition 8, the relevant Contract Manager shall comply with the provisions of Condition 8; and/or
- 5.2.2 where such instructions cannot be complied with by reason of Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts of war and related matters which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the duty of the Supplier to perform its obligations under the Contract shall be suspended until such circumstances have ceased.
- 5.2.3 Any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 8 or otherwise.
- 5.3 The Supplier shall inform the Contract Manager of the relevant Council promptly and confirm in writing if the Supplier is unable or fails to supply the Service or any part thereof, or if the Supplier is aware of anything of whatever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Supplier from complying with the Contract giving details of the circumstances, reasons and likely duration. The provision of information under this Condition shall not in any way release or excuse the Supplier from any of its obligations under the Contract.
- 5.4 The Supplier shall as may be necessary or describe co-operate, liaise with, and co-ordinate its activities with those of any other supplier or sub-contractor employed directly or indirectly by the Council shall carry out the Contract or any Order pursuant thereto in harmony with no detriment to any other service provided by or on behalf of or to any Council. If the Supplier defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities, or damages incurred by any Council as a consequence thereof, including the

reasonable cost to the Consortium of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier by the Council as a debt.

- 5.5 The Supplier shall not advertise the fact that it is supplying the Service to the Council under this Contract other than with the written permission of the Council, except where it is contained in any submission to any other local authority to make such submission.

## **6.0 THE SUPPLIER'S PERSONNEL**

- 6.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).
- 6.2 The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised.

## **7.0 ACHIEVEMENT OF CONTRACT STANDARD**

- 7.1 Without prejudice to each and every remedy of the Councils in the event of a failure of the Supplier to provide the Service in accordance with the terms of the Contract and any Order pursuant thereto, the Supplier shall at all times during the performance of the Contract supply the Service in accordance with the Specification and to the Contract Standard.
- 7.2 The Supplier shall as soon as reasonably practicable provide the relevant Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

## **8.0 VARIATIONS**

- 8.1 The relevant Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a 'Variation'). In the event of a Variation being required, the relevant Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within

fourteen (14) days from receipt of the relevant Contract Manager's instructions or such other period as may be agreed.

- 8.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) the Council gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The Council shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

## **9.0 CONFIDENTIALITY**

- 9.1 The Supplier shall not, without written consent of the Council, make use of for its own purposes or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Supplier by the Council pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.
- 9.2 The Supplier shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition.

## **10.0 HEALTH AND SAFETY**

- 10.1 The Supplier shall 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 1992 (including the provision of the Supplier of copies of its risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.
- 10.2 The Supplier shall, so far as the same may impact on the Councils, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the relevant Council and all other persons (including members of the public).



- 10.3 The Supplier shall indemnify the individual Councils for any loss, costs or damage caused for breach of this Condition.

## **11.0 EQUAL OPPORTUNITIES**

- 11.1 The Supplier shall at all times comply with its statutory obligations under the Equalities Act 2010 and, accordingly, will not treat one group of people less favourably than others because of their disability, colour, race, nationality or ethnic origin.

## **12.0 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS**

- 12.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

## **13.0 AGENCY**

- 13.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 13.2 The Supplier shall not in any circumstances hold itself out as being authorised 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 impliedly permitted by the Contract.
- 13.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

## **14.0 GRATUITIES**

- 14.1 The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the Council in accordance with the provisions of the Contract or any Order pursuant thereto.

## **15.0 INDEMNITY AND INSURANCE**

- 15.1 The Supplier shall be liable for and shall fully and promptly indemnify the Council, their officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise directly or indirectly out of or in the course of or in connection with any provision of the Contract (or any Order pursuant thereto) or from any negligence, negligent act, negligent omission, default or breach of duty on the part of the Supplier or the breach by the Supplier of any provision of the Contract or any Order pursuant thereto. For the avoidance of doubt:
- 15.1.1 The Supplier's liability to indemnify the Councils pursuant to this Condition on account of loss of or damage to any property of any nature whatsoever includes a liability to reimburse to the Councils all costs and expenses reasonably incurred by the Councils in the reinstatement or replacement of such property.
- 15.1.2 The Supplier's liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to the Council.
- 15.2 The Supplier shall insure with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of its obligations under the Contract or any Order pursuant thereto and against all actions, claims, demands, costs, charges and expenses in respect thereof. Documentary proof of such insurance cover shall be made available on demand by the Supplier.
- 15.3 Nothing in the Contract shall purport to exclude or restrict the liability of the Supplier for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-contractors.

## **16.0 ROYALTIES AND PATENT RIGHTS**

- 16.1 The Supplier shall not in connection with the Contract or any Order pursuant thereto use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Supplier shall indemnify the Councils against all actions, claims, demands, proceedings, damages, costs, charges and expenses which the Councils may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Councils may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process, matter or thing used, manufactured, supplied or delivered by the Supplier in connection with the Contract or any Order thereto.

## **17.0 PAYMENT**

- 17.1 The Supplier shall submit to the Contract Manager of the relevant Council an invoice in respect of the Services supplied to the relevant Council and valued in accordance with the Pricing Schedule and any provision as to payment contained within the Specification, and in the event of the Service being supplied in part or instalments (by prior arrangement with the relevant Council), such invoices shall reflect the same.
- 17.2 Subject to the proper provision by the Supplier of the requirements of the Contract or any Order pursuant thereto the relevant Council shall make due payment within 30 days of receipt of the invoice by the Council.
- 17.3 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 17.3.1 Provisions having the same effect as conditions 17.1-17.2 of this Agreement; and
  - 17.3.2 A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions

having the same effect as conditions 17.1-17.2 of this Agreement.

- 17.4 In condition 17.3, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## **18.0 VALUE ADDED TAX**

- 18.1 The individual Councils shall be liable to pay to the Supplier such Value Added Tax (VAT) as may be properly chargeable on the Supplier in respect of the provision of the Contract to the relevant Council except to the extent that any such Value Added Tax or penalties related thereto are so chargeable because of some breach of or non-compliance with any relevant statutory provisions by the Supplier.

## **19.0 PRICES AND RATES**

- 19.1 The prices and rates shall be as stated in the Pricing Schedule.
- 19.2 unless otherwise agreed in writing by the Contract Manager the Council shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract or any Order pursuant thereto.

## **20.0 ASSIGNMENT AND SUB-CONTRACTING**

- 20.1 The Supplier shall not assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.
- 20.2 The Supplier shall not sub-contract the Contract or any part thereof or any Order pursuant thereto to any person or employ or agent to carry out the requirements of the Contract or any part thereof without the previous written consent of the Council (which, if given, shall not relieve the Supplier from any liability or obligation under the Contract). The Supplier shall be responsible for the acts, defaults, or neglect of any sub-contractor or agent or their employees or agents

in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the Council may require as a condition of giving consent to sub-contract or appoint an agent a direct warranty and undertaking from the sub-contractor or agent concerning the requirements of and compliance with the Contract in all respects.

- 20.3 Without prejudice to the provisions of this Condition it shall be the responsibility of the Supplier to maintain full control over and adequate liaison with any sub-contractor or agent in order to ensure compliance with the Contract Standard, and, in addition, full control and adequate liaison as between sub-contractors and agents.

## **21.0 LEGAL PROCEEDINGS**

- 21.1 The Supplier, immediately upon becoming aware of the same, shall notify the Council of any accident, damage or breach of any statutory provision relating to any way to the provision of or connected with the Contract or any individual Order thereunder.
- 21.2 If requested to do so by the Council, the Supplier shall provide any relevant information in connection with any legal inquiry arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings arising out of the provision of the Contract.

## **22.0 TERMINATION**

- 22.1 If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any contract with the Council or if the like acts shall have been done by any person employed by the Supplier or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier) or if in relation to the Contract or any other contract with the Council, the Supplier or any other persons employed by the Supplier or acting on the Supplier's behalf, shall have committed any offence under the Prevention of Corruption Act 1889-1916 or shall have given any fee or reward to any member or officer of any Council the receipt of which

is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled at its option to rescind the Contract or to terminate the Supplier's employment under the Contract and without prejudice to Condition 22.4 to recover from the Supplier the amount of any loss resulting from such termination.

22.2 The Council has relied on the information provided by the Supplier contained in the Form of Tender and any presentation submitted to the Council prior to its acceptance and prior to the Council entering into the Contract and any material misrepresentation contained therein shall entitle the Council to rescind or terminate this Contract at its option.

22.3 The Council shall be entitled forthwith upon the happening of any of the following events to terminate this Contract, such events being

22.3.1 Discovery of a material misrepresentation by the Supplier prior to the execution of this Contract.

22.3.2 The Agreement is subject to a substantial modification which requires a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("the Regulations");

22.3.2.1 It can be demonstrated that the Contractor has, at the time of contract award been in one of the situations referred to in Regulation 57(1) of the Regulations including as a result of the application of Regulation 57(2) of the Regulations and should therefore have been excluded from the procurement procedure;

22.3.3 Any material breach or a series of persistent minor breaches by the Supplier of the Contract or any Order pursuant thereto which in the opinion of the Council justifies termination of the Contract.

22.3.4 The Supplier becoming bankrupt or making a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.

- 22.3.5 The Supplier having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver.
  - 22.3.6 The Supplier having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.
  - 22.3.7 The Supplier having a provisional liquidator, receiver or manager of its business or undertaking duly appointed.
  - 22.3.8 The Supplier having an administrative receiver, as defined in the Insolvency Act 1986, appointed.
  - 22.3.9 The Supplier having possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.
  - 22.3.10 The Supplier being in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the Court to make a winding up order. Then in any such circumstances the Council may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.
- 22.4 If the Contract is terminated as provided in Condition 22.1 or 22.3 and is not reinstated, the Council shall:
- 22.4.1 cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment shall have been calculated and provided such calculation shows a sum or sums due to the Supplier;
  - 22.4.2 be entitled to employ and pay other persons to provide and complete the provisions of the Contract or any part thereof or any Order pursuant thereto;
  - 22.4.3 be entitled to deduct from any sum or sums which would but for Condition 22.4.1 have been due from the relevant Council to the Supplier under this Contract or any other contract or any Order pursuant thereto to be entitled to recover the same

from the Supplier as a debt, any loss or damage to the Consortium or any relevant Council resulting from or arising out of such termination. Such loss or damage shall include the reasonable cost to the Consortium of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Contract, any individual Order or any part thereof.

22.4.4 when the total costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment have been calculated and deducted so far as practicable from any such or sums which would but for Condition 22.4.1 have been due to the Supplier, any balance shown as due to any Council shall be recoverable as a debt.

22.4.5 The rights of the Council under this Condition are in addition to and without prejudice to any other rights they may have.

22.4.6 The provisions of Condition 15 shall continue in force notwithstanding the termination of this Contract.

## **23.0 RECOVERY OF SUMS DUE TO THE COUNCIL**

23.1 The Council reserve their right at Common Law and in Equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract or any Order pursuant thereto.

## **24.0 WHOLE CONTRACT**

24.1 The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

## **25.0 AMENDMENTS**

25.1 No amendments to the Contract or any Order pursuant thereto shall be binding unless in writing and signed by the relevant Contract Manager on behalf of the Council and by the duly authorised



representative of the Supplier and expressed to be for the purpose of such amendment.

## **26.0 INCONSISTENCY**

- 26.1 In the event of any patent inconsistency between the provisions of the Specification and any of the Conditions of Contract the Conditions shall prevail SAVE that in the event of the Specification containing exemplification of any aspect of a particular Condition or Conditions then to the extent of such exemplification the same shall have force and effect and in the event of ostensible ambiguity or inconsistency the Council shall be the sole arbiter of the same and shall instruct the Supplier accordingly.

## **27.0 NOTICES**

- 27.1 Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post, electronic mail to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

## **28.0 WAIVER**

- 28.1 Forbearance, indulgence or failure by the Council or their Contract Managers at any time to enforce the provisions of the Contract or to require performance by the Supplier of any of the provisions of the Contract or any Order pursuant thereto shall not be construed as a permanent 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 the Council to enforce any provision in accordance with its terms.

## **29.0 ARBITRATION**

- 29.1 Save in respect of Termination pursuant to Condition 22 (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the same is stated to be absolute any dispute or difference which may arise between the Council and the Supplier in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Supplier or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

### **30.0 OMBUDSMAN INVESTIGATION AND FREEDOM OF INFORMATION**

- 30.1 The Council is under a legal obligation by virtue of the Local Government Acts to observe the rights and powers of the Local Government ombudsman who has independent and impartial powers and to require persons to provide information and/or produce documents for the purposes of carrying out investigations into relevant matters that may have been referred to him for consideration when maladministration has been alleged against the Council.
- 30.2 The Supplier shall at no additional cost to the Council make available any documentation or allow to be interviewed any of the Supplier's personnel and assist at all times the ombudsman or his personnel and will co-operate with any enquiries that are requested by the ombudsman or his personnel in investigating any complaint whatsoever relating to the Services.
- 30.3 Upon determination of any case by the ombudsman in which the Supplier has been involved or has been implicated, the Contract Manager shall forward copies of such determination to the Supplier for its comments before reporting details to the relevant Committees of the Council. Should the ombudsman make recommendations in his report that compensation should be paid for maladministration and this by implication has been due wholly or in part to the failure, default, act, omission or neglect of the Supplier or its personnel or agents or sub-contractors to comply with the provisions of this Contract, the Council will recover such compensation from the Supplier and the same may be deducted from any payment to be made by the Council pursuant to the Contract.

- 30.4 Should the ombudsman make recommendations relating to procedural matters which will result in changes or alterations which will require implementation, the Council will enter into discussions with the Supplier to agree a suitable procedure to resolve such matters. Any cost implications relating to any changes will be calculated in accordance with Condition 8 where they arise from altered or revised requirements by the Council.
- 30.5 The Supplier hereby acknowledges the statutory obligations on the Council imposed by the Freedom of Information Act 2000 in respect of the disclosure of information held by the Council generally, and to the intent that the same impacts on this Contract such obligations shall have affect and take precedence notwithstanding anything otherwise contained or referred to in the tender submitted or any Conditions of Contract relevant to such tender AND the Supplier shall use its reasonable endeavours to assist the Council to ensure compliance with the same.

### **31.0 STANDARDS**

- 31.1 Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with standard or an equivalent European standard, without prejudice to any higher standard required by the Contract. Any reference in the Contract Documents to a standard published by the British Standards Institution, or the specification of another body, shall be construed equally as a reference to an equivalent one.

### **32.0 ABNORMALLY LOW TENDERS**

- 32.1 If, for a given contract, tenders appear to be abnormally low in relation to the goods, works or services, the council shall, before it may reject those tenders, investigate the elements of the tender which it considers to be unsustainable. If the council's investigations determine the bid to be unsustainable, the council may reject the tender from the process.

### **33.0 Indexation**

33.1 The parties agree that the Supplier may review and adjust the charges set out in this Agreement annually on the anniversary of the Commencement Date if annual increases in the **Consumer Prices Index** published by the Office of National Statistics exceed 0.5% over any consecutive twelve month period causing the costs associated with providing the Services incurred by the Supplier to increase, to be by no more than the rate of such annual increase. The Supplier shall give the Council not less than one month's prior notice in writing of the proposed changes.

## **Contract Particulars – Part 1**

- 1 Commencement Date means: 01 October 2019
- 2 Contract Period: 03 Years
- 3 The relevant Contract Manager will be Andrew Curtis (Newquay) and David Pooley (St Austell).
- 4 Public Liability Insurance cover must be a minimum of £5 million (except for sole traders)

Employers Liability Insurance cover                      £5 million

- 5 Authorised Officers: Charity Horton, Joe Piwecki, Louise Sykes, Callum Rowley, Sara Gwilliams and Steve Skinner.

Please note: All on-duty CCTV operatives (not listed above) may report faults/issues to the contractor either in person, over the telephone or by email, but they cannot commission new work which falls outside the scope of this agreement.

- 6 Key Personnel [**To be inserted at award of contract (as applicable)**]
- 7 Commercially Sensitive Information [**To be identified by the contractor in Submission and inserted at award of contract**]

## 1.9 Certificates

### 1.10 Conditions of Tender

**Newquay Town Council**

#### **CONDITIONS OF TENDER**

**Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant's Offer

- |    |  |
|----|--|
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.<br><br><input type="checkbox"/> I/We fully accept the terms and conditions of contract for the provision of services   |
| 2. | Having examined the tender documents for the provision of the above services, we offer to provide the said services in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 1.6 of this Bid.   |
| 3. | The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.  |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply ( <i>or perform the services</i> ), on such terms and conditions and in accordance with such specifications ( <i>if any</i> ), as are contained or incorporated in the Invitation to Tender and Applicants Offer. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. |

Signed\*:

Date:

Name (*in block capitals*):

In the capacity of:

(*State official position, i.e. Director, Manager, etc.*)

*\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).*

## 1.11 Suitability Assessment Declaration

<b>CERTIFICATE OF COMPLETING SUITABILITY ASSESSMENT</b>	
I/we declare that to the best of my knowledge the answers submitted in the Suitability Assessment are correct.	
I/we understand that the information will be used in the evaluation process to assess my organisations suitability to tender for the Authority's requirement. Should the Council discover any discrepancies or that I have been dishonest with the answers this will result in the organisation to which I have completed this quotation for, being rejected from the tender process or if awarded a Contract will have the Contract terminated with immediate effect and no cost incurred to the Council.	
Signature is mandatory, failure to do so will result in your bid being deemed non-compliant which will result in your bid being disqualified from this tendering process.	
Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of:	
<i>(State official position, i.e. Director, Manager, etc.)</i>	
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).	

## 1.12 Certificate of Undertaking and Absence of Collusion or Canvassing

<b>CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING</b>
The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.
Box A – Consortium
<p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> <li>(a) the consortium's tender is bona fide and intended to be competitive;</li> <li>(b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;</li> <li>(c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;</li> <li>(d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.</li> <li>(e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.</li> </ul>

- (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

**Box B – Single Body and/or Individual**

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.
- (f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

Signed\*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

*\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).*



## 1.13 Certificate of Confidentiality

### **CERTIFICATE OF CONFIDENTIALITY**

I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed\*: \_\_\_\_\_ Date: \_\_\_\_\_

Name (*in block capitals*): \_\_\_\_\_

In the capacity of: (*State official position, i.e. Director, Manager, etc.*) \_\_\_\_\_

*\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).*

## 1.14 Commercially Sensitive Information

The Authority may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid.

I declare that I wish the following information to be designated as Commercially Sensitive.

--

The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

--

## 1.15 Conflict of Interest

### **CERTIFICATE OF CONFLICT OF INTEREST**

I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):

--

I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.

Signed\*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

*\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).*

## 1.16 Articles of Agreement

This CONTRACT is made the \_\_\_\_\_ of \_\_\_\_\_

Between Newquay Town Council of Municipal Offices, Marcus Hill, Newquay TR7 1AF ("the Council") the one part and Insert your company name here of the other part

WHEREAS

1. The Council wishes to have provided the Service set out in the attached Terms and Conditions and has appointed the Supplier for the supplying of this Service; and
2. The Supplier is willing to provide such Service/s in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Supplier as follows:

1. The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Services;
2. The Supplier shall provide the Service/s in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

IN WITNESS WHERE OF the parties here to

SIGNED for and on behalf of  
the Council

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Signature, name, address

SIGNED for and on behalf of  
the Supplier

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Signature, name, address

\_\_\_\_\_

This CONTRACT is made the \_\_\_\_\_ of \_\_\_\_\_

Between St Austell Town Council of The Stable Block, Pondhu House, Penwinnick Road, St Austell, PL25 5DP ("the Council") the one part and Insert your company name here of the other part

WHEREAS

3. The Council wishes to have provided the Service set out in the attached Terms and Conditions and has appointed the Supplier for the supplying of this Service; and
4. The Supplier is willing to provide such Service/s in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Supplier as follows:

3. The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Services;
4. The Supplier shall provide the Service/s in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

IN WITNESS WHERE OF the parties here to

SIGNED for and on behalf of  
the Council

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Signature, name, address

\_\_\_\_\_

SIGNED for and on behalf of  
the Supplier

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Signature, name, address

\_\_\_\_\_