## 

**INVITATION TO TENDER**

**Hart District Council**

**2020 Insurance Services Tender Document**

**Tender under Yorkshire Purchasing Organisation framework**

**1 April 2020 to 31 March 2023**

**(With option to extend by up to 2 years)**

**Quotation Deadline Date: 9th March 2020**

**Renewal Date : 1 April 2020**

**Issue Date: 27th January 2020**

The information contained in this presentation is given in confidence to underwriters, to enable tenders to be provided to Aon Risk Solutions and, if appropriate, to grant cover on receipt of our instructions. The information may not be used for any other purpose without our written consent.

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RMP claims listing

# **General Information**

**Full name of client:**

Hart District Council

**Principal Address**

**The council's main postal address is:**  
Hart District Council

Civic Offices

Harlington Way

Fleet

Hampshire GU51 4AE

**Business Description**

Local Authority

**Existing Aon Client**

Aon Risk Solutions are the appointed broker to the Council

## Renewal Date(s) of Existing Cover(s)

1 April 2020

## Details of any Long Term Agreement(s) or Undertakings

Expires 31 March 2020

## Website

## <https://www.hart.gov.uk/>

## Existing Insurers

Property including All Risks and Money – Allianz

Computer - Allianz

Casualty- QBE via Risk Management Partners (RMP)

Professional Indemnity - QBE via Risk Management Partners (RMP)

Officials Indemnity - QBE via Risk Management Partners (RMP)

Motor Fleet - QBE via Risk Management Partners (RMP)

Terrorism – Lloyds

Engineering- Zurich Municipal

Fidelity Guarantee - Zurich Municipal

Personal Accident and Travel – Zurich Municipal

# Risk Profile

Hart District Council (HDC) is a local government district in Hampshire, England, named after the River Hart. Its council is based in Fleet. It was formed on 1 April 1974 under the Local Government Act 1972, as a merger of the urban district of Fleet, and the Hartley Witney Rural District. HDC is a largely rural district, with urban areas making up less than 20%.

Hart District is one of the richest and least deprived areas in the whole of the United Kingdom. In the Indices of Deprivation 2004, Hart was ranked at 354 out of 354 local authorities in England, where 1 was the most deprived area and 354 the least deprived. Hart District's population also has one of the highest rates of life expectancy in the UK. A 2008 census revealed Hart to be the area of England with the best quality of life. It also showed Hart to be the second richest area in England, after Richmond-upon-Thames.

**Council Values**

The Council has developed Strategies to deliver a good service to residents, businesses and visitors. There are two strands to their strategy: The Corporate Plan and the Service Plan with a Monitoring Report to measure their performance.

The Corporate Plan sets out how the Council intends to play its role in improving, sustaining and promoting the social, economic and environmental wellbeing of the communities in the Hart District. The Plan has four strategic priorities:

* A thriving local economy
* A clean, green and safe environment
* Healthy communities and people
* An efficient and effective council

[The Service Plan](https://www.hart.gov.uk/sites/default/files/4_The_Council/Policies_and_published_documents/Corporate_policies/HDC%20Service%20Plan%20-%20Updated%20post%20April%20Cab%202018.pdf) outlines how the Council aims to meet the objectives set out in the Corporate Plan.

The Council works in partnership with other public and private sector partners and

Voluntary organisations to influence change and deliver the local priorities. The Corporate Plan is reviewed annually to ensure it is fit for purpose and relevant to local issues.

### Partnerships & Shared Services

* Waste & Recycling - Hart District Council is working in partnership with Basingstoke and Dean Borough Council. Hart is the administering authority for the contract with a joint client team managing the contract.
* 5 Councils Contract with Capita for the delivery of the following services: Council Tax, Business Rates, Benefits, Finance & Exchequer, IT, Procurement, and Land Charges. Hart is a small council with limited resources at their disposal, working with Capita has enabled HDC to get the benefits of a big organisation’s resources.
* Building control and CCTV system is shared with Rushmoor Borough
* Housing Market Partnership – Hart, Rushmoor and Surrey Heath have jointly commissioned consultants to carry out a Strategic Housing Market Assessment (SHMA). The three authorities form a single Housing Market Area (HMA) and national planning guidance requires us to identify future housing needs across this area. The SHMA is an essential part of the evidence base in preparing future Local Plans and its purpose is to identify the objectively assessed housing needs across the Housing Market Area between 2011 to 2031. The Study also looks at affordable housing requirements, requirements for different dwelling sizes and the need for specialist housing.
* Safer North Hampshire - Community safety teams in Basingstoke and Deane, Hart and Rushmoor, in Hampshire, have joined forces to better tackle crime and antisocial behaviour. For more information see the website - <http://www.safernh.co.uk/?page=6>
* Telephone system is provided by Basingstoke and Dean Borough Council.
* Legal Services are provided by Basingstoke and Dean Borough Council.

HDC provides the following services: -

* Refuse collection- via contractor
* Domestic recycling- via contractor
* Environmental Health- in house
* Leisure services- via contractors
* Planning- in house
* Housing Needs (not housing) in house
* Council tax collection via contractors
* Licensing- via shared service
* Parking- in house
* War memorial maintenance- in house
* Litter bins- via contractors

The Council does not provide any other services so is not involved in highways, education, children’s and adult services or any other service with County responsibilities.

It also has no responsibility for river banks, dams and similar and has no coastal paths.

### Trading Companies

None

### In-House Claims Handling Requirements

No in-house claims handling. Insurer to handle all claims.

**Risk Management**

* **Use of contractors and Partnership:**

Formal contractor and partnership policies are in place. There is a corporate process regarding the selection and tendering of contractors. Contractors are assessed at the tendering stage in relation to health and safety and appropriate insurance cover is required.

* **Claims Management:**

All insurance claims are outsourced to Capita.

**Motor**

* **Legislation:**

There is a driver’s handbook and a mobile phone policy in place (breeches of this policy are subject to disciplinary action).

* **Driver and Staff Management:**

There is driver training and an on-going assessment programme in place for drivers of commercial vehicles as a result of accidents. Drivers are required to notify the council of any motor convictions.

* **Vehicle Management:**

There is a vehicle purchasing/procurement policy in place. All vehicles are safety inspected in line with manufacturer’s guidelines. Vehicle records are kept for the life of the vehicle. A daily and weekly vehicle inspection checklist is issued.

* **Claims Management:**

All insurance claims are outsourced to Capita.

* **Vehicle Security and Compounds:**

Tractors are stored in secure garages and trailers are secured in locked compounds.

**Property**

* **Facilities Management:**

Roles and responsibilities are clearly defined for management and maintenance of council buildings and formal guidance is provided for local building managers including risk assessment templates and inspection checklists. There is a business continuity plan in place.

* **Fire Safety Management:**

Fire awareness guidance is issued to staff and fire safety training is available for all staff and included within induction. Regular inspections of the fire controls are carried out at the civic offices. There is a hot work permit system in place.

* **Fire Inception Risks:**

The main electrical installations in council occupied buildings are inspected every five years. The heating systems are maintained under annual maintenance contracts and the use of portable electric convection heaters is prohibited. Smoking is restricted to external areas and strictly controlled. Flammable liquids and chemicals are safely stored in their designated areas and portable appliances are strictly controlled.

* **Fire Development Risks:**

There are good standards of housekeeping in place and fire doors are inspected on a weekly basis to ensure they close effectively at all premises. A record is kept of this inspection. Some fire doors are fitted with electro-magnetic devices linked to fire alarm systems.

* **Fire Control Systems:**

The main council building has been fitted with automatic fire detection systems, with the system formally linked to an alarm receiving centre. Fire safety equipment is inspected on a weekly basis and records kept. Automatic fire alarms shut down some services. Portable firefighting equipment is located in strategic areas and is maintained on an annual basis. Staff have received training in the use of fire extinguishers and other safety equipment.

* **Building Security:**

Selected areas of the main council building are protected by intruder alarms, incorporating remote signalling to an approved monitoring centre. An electronic access control system is fitted to the main council buildings. CCTV systems provide surveillance of some areas.

* **Unoccupied premises:**

Not Applicable.

* **Claims Management:**

All insurance claims are outsourced to Capita.

Invitation to Tender

Definitions

***Council* means Hart District Council**

***Bidder or Supplier* means a company, which supplies goods and/or services to contracting authorities in the EU.**

***ITT:* means the Invitation to Tender**

Information

You are invited to submit a tender for the **Insurance Services** for the Council for the services required as described in the tender documents. The procurement route will be a mini competition via the YPO 000978 Framework and therefore the contract will be awarded on the frameworks terms and conditions on a call off basis.

Hart District Council is tendering for insurance services (excluding broking services) via the YPO (Yorkshire Purchasing Organisation) Framework Regulations. The bid must remain valid for acceptance up to the renewal date of 1st April 2020.

Bidders must return their bids via the below portal **by 9th March 2020**

Bids will be assessed to determine the Most Economically Advantageous Tender in accordance with the evaluation criteria published with this ITT. The Council reserves the right to cancel the procurement process and is not bound to accept the lowest bid or any tender.

Should questions arise during the tendering period that in our judgement are of material significance, the Council or Aon, on the Council’s behalf, will contact all Bidders to explain the nature of the question, and our formal reply. All Bidders should take that reply into consideration when preparing their own tenders, and the Council will evaluate bids on the assumption that they have done so.

The closing date and time for submissions is **12 noon 9th March 2020**. Any changes to the date or time will be advised via the portal.

**This further competition is being conducted using the Intendhost portal as below**

Completed Tenders must be submitted using the e-Tendering Portal. Bidders should ensure that they allow plenty of time to upload the Tender response, particularly where there are large documents.

This further competition is being conducted using the council's dedicated procurement inbox as below

Completed Tenders must be submitted using the council's dedicated procurement inbox.

Bidders should ensure that they allow plenty of time to upload the Tender response, particularly where there are large documents

The Council is using the Contracts Finder <https://www.gov.uk/contracts-finder> to manage the procurement process

The mailbox is: [Procurement@hart.gov.uk](mailto:Procurement@hart.gov.uk) and the Council is using the ref: HDC202001 - RFT - Insurance

A log-in is not required for Contracts Finder <https://www.gov.uk/contracts-finder>.

A search using “HDC202001 - RFT – Insurance” or elements of this will pull up the opportunity.

By clicking on the relevant tender - details with instructions are displayed

All costs in submitting the Tender will be borne by the Bidders.

Communications

Bidders may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarifications Deadline specified. Any changes to the date or time will be advised to all Bidders at the earliest reasonable opportunity.

Any queries or clarifications relating to the ITT should be directed using the Question and Answer facility within thePortal. All questions must be received by **noon 14th February 2020.** Aon and/ or the Council will endeavour to respond to queries within 2 working days by posting a response on the portal. Except where the response to an enquiry relates to commercially confidential matters, the Council will issue the response to all Suppliers.

Bidders shall note that the Council will not be liable for failure to submit a tender at any stage due to any error or failure in any ITT systems. If the Bidder believes that it is unable to submit a tender through the electronic system or require assistance or further information to be able to use the e-tendering process, they must contact **Joanne Rayne on 01252 774474** no later than 4 working days before the closing date for the Tender to enable any technical queries to be investigated and resolved.

Instructions to Bidders

1. **Invitation**

1.1 The invitation to bid is for **Insurance Services** as shown in the specification.

1. **Cost of Tendering**
   1. You must bear all the costs associated with the preparation and submission of your bid and any further costs incurred prior to award of contract. The Council will not accept liability for any costs incurred in the preparation and submission of any Tender
   2. The Council is not bound to accept the lowest or any tender.
2. **Tender Information**
   1. The services to be carried out are described in this pack.
   2. The Invitation to Tender includes:

* Specification / Brief to Bidders
* The Award Criteria against which the bids will be evaluated.
  1. You are deemed to have examined the tender documents and incomplete bids may be rejected.
  2. All material and information issued in connection with the invitation to tender remains the property of the Council and is to be used solely for bidding.
  3. All information supplied by the Council in connection with this Invitation to Tender shall be treated as confidential by prospective Bidders, except such information that may be disclosed so far as is necessary for obtaining quotations necessary for the preparation and submission of the Tender.

1. **Contract timetable**
   1. The Council proposes the following indicative timetable of deadlines for this procurement:

|  |  |
| --- | --- |
| **Activity** | **Date** |
| ITT document released | 27th January 2020 |
| Deadline for questions | Noon 14th February 2020 |
| Return of Bids | Noon 9th March 2020 |
| Evaluation of Bids and Selection of supplier | March 2020 |
| Contract Award Decision | End March 2020 |
| Contract Service Start Date | 1st April 2020 |

* 1. The Council reserves the right to change the above timetable and Bidders will be notified accordingly where there is a change in the timetable.
  2. The Council’s evaluation panel will assess the bids based on an initial analysis of the bids in terms of pricing and cover provided by Aon UK Limited.
  3. Bidders may be contacted via the portal if any clarification is required

1. **Account and Contract Management**
   1. The Council will pay invoices within 30 calendar days of receipt of the invoice unless a query in respect of the invoice has not been resolved within the 30 days. The Council will not accept any charges for payment processing or for late payment of any invoice except as required under The Late Payment of Commercial Debts Regulations 2013. The supplier shall not invoke any automatic penalties for late payment or non-payment of invoices.
   2. The supplier shall provide a named contract manager and identify a clearly defined escalation procedure.
2. **Amendment to Tender Invitation Documents / Clarification and queries**
   1. The Council will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
   2. Clarification requests must be submitted as a formal request for clarification through the e-tendering portal.
   3. No requests for clarifications will be accepted after **noon 14th February 2020**
   4. To ensure equality of treatment of Bidders, the Council intends to publish the questions and clarifications raised by Bidders together with the Council’s responses (but not the source of the questions) to all participants on a regular basis via the portal. Answers to questions which may disadvantage the commercial opportunity of a bidders may not be shared with other bidders at the sole discretion of the Council. All bidders should take that reply into consideration when preparing their own tenders, and The Council will evaluate bids on the assumption that they have done so. At any time prior to the deadline for the receipt of bids, the Authority may modify the tender documents by amendment. Any such amendment will be notified to all prospective bidders by e-mail and will be binding on them.
   5. There will not be any negotiations of any of the terms of the Tender Documents.

* 1. At any time prior to the Deadline for the receipt of tenders during any phase of this procurement, the Council may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Council to all prospective Bidders In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their tenders, the Council may, at its discretion, extend the Deadline for receipt of tenders.

6.7 Authority’s rights: Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:

* waive or change the requirements of this ITT from time to time;
* seek clarification or documents in respect of a Bidder's submission and if the Bidder fails to respond satisfactorily, this may result in the Bidder not being selected;
* disqualify any Bidder that does not submit a compliant Tender in accordance with   
  the instructions in this ITT;
* disqualify any Bidder that is guilty of serious misrepresentation in relation to its   
  Tender or the Tender process;
* withdraw this ITT at any time, or re-invite Tenders on the same or any alternative   
  basis;
* choose not to award any contract as a result of the current procurement process;   
  and
* make whatever changes it sees fit to the timetable, structure or content of the   
  procurement process.

1. **Governing Law** 
   1. The construction, performance and validity of the Framework Agreement shall be governed by and interpreted in accordance with English Law, The Parties submit to the exclusive jurisdiction of the courts of England & Wales provided that the Council has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Bidder is incorporated or in which any assets of the may be situated.

**8. Bid Prices**

8.1 Prices tendered should be exclusive of VAT/ IPT but indicating clearly which Tax applies.

8.2 Prices for services shall be in pounds sterling.

8.3 A bid submitted with a price variation clause may be treated as failing to meet tender conditions and may be rejected.

**9. Confidentiality of Bid Prices**

9.1 You must not disclose your bid prices, or even an approximation, prior to the deadline for receipt of the bids except in confidence to an insurance company or broker requiring such in connection with the bid.

9.2 You must not try to obtain any information about competitors' bids or proposed bids nor make any arrangement with anyone else about whether they should bid.

1. **Conflict of Interest**

10.1 Bidders, for all services where a conflict of interest may exist or arise, must inform the Council and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a risk of bias in the provision of the service. Special attention should be paid to services concerned with the contracting out of administrative decisions relating to public law functions, i.e. functions carried out under statutory authority involving powers and duties not generally available to private law bodies. Unless the Council is satisfied with a bidder’s proposals for avoiding any conflict it reserves the right to reject any Bid

1. **Financial viability enquiries**

11.1 The Council reserves the right to make enquiries into the financial viability of bidders.

1. **Documents Establishing the Eligibility and Qualifications of Bidders** 
   1. If requested by the Council, you shall supply documents establishing your eligibility to bid and your qualifications to fulfil the contract if your bid is accepted.
   2. The documentary evidence must establish to the Council’s satisfaction:

* that you have the capacity and capability necessary to fulfil the contract;
* That either no conflict of interest exists or where there is a potential conflict this is adequately explained and managed to the satisfaction of the Council.

1. **Bids**
   1. Bids must be submitted via the Council’s dedicated procurement inbox
   2. Please ensure that you allow yourself plenty of time when responding to this invitation prior to the closing date and time. Late bids cannot be accepted.
2. **Period of Validity of Bids**
   1. Bids shall remain valid for the period specified in the ITT. A bid valid for a shorter period will be rejected by the Council as failing to meet the tendering conditions.
   2. Exceptionally, the Council may seek your consent to extend the validity period.
3. **Deadline for Receipt of Bids**
   1. The bid must be submitted in writing by **9th March 2020**
   2. The Council may, at its sole discretion, extend the deadline for the receipt of tenders / quotations. Bidders would be notified via [the](https://www.procontract.due-north.com) portal
4. **Modification and Withdrawal of Bids**
   1. No bid may be modified after the deadline for the receipt of bids.
   2. You may withdraw your bid at any time prior to the acceptance of an offer of contract by sending a withdrawal notice in writing to the contact officer.
5. **Preliminary Examination of Bids**
   1. The Council will examine the bids for completeness and may seek clarification where necessary.
   2. If arithmetical errors and discrepancies are found, they will be corrected, and the bidder will be given the opportunity to abide by the corrected sum or withdraw the bid.
   3. A bid not fulfilling the conditions in the tender documents may be rejected.
   4. The submitted rates and prices may be modelled against the anticipated work.
6. **Evaluation and comparison of bids** 
   1. The Council will evaluate the bids to determine the most economically advantageous tender as stipulated in the Evaluation Criteria in the ITT
   2. The tender process is conducted to ensure that tenders are evaluated in an open and transparent manner.
   3. An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.
   4. The Council reserves the right to exclude any tenders, which are deemed to be “Abnormally Low” as described in Ch 2, Section 5, Subsection 7, Clause 69 of the Public Contracts Regulations 2015.
   5. If there appears to be an error in a tender response or supporting information, the Bidder will be invited to confirm acceptance or withdraw its tender response. Where the error relates to the tender response total as calculated from tendered rates and variable quantities, the Tender Response will be regarded as the tender total amount and the rate adjusted accordingly. The Bidder will be invited to confirm acceptance or withdraw the Tender Response and resulting rate.
   6. The scoring to be used is as follows:

* Price 60%
* Quality 40% - Quality is defined in the ITT
  1. Each tender is technically reviewed against the items in the evaluation toolkit and scores allocated as follows:

Price:

The most competitive tender will be used as the base. All other tenders will be compared as above and the score reduced accordingly as follows: -

(The Lowest Tender Price/Your Tender Price) X 60

* 1. General Requirements:

Bidders will be awarded a score which directly reflects the points achieved from the answers

given in your submission.

Please note that the points available within the tender specification will, at the sole

discretion of the Council, be reduced in accordance with the Quality Evaluation

table below. If the Bidders variations to services do not, in the opinion of the Contracting

Authority, provide services of value to them they reserve the right to cease evaluation of your

tender at that stage.

Quality

Bids will be scored as follows.

Marks will be awarded to bidders able to offer cover as per the specification.

|  |  |  |
| --- | --- | --- |
| **Measure** | **Information Required** | **Scoring** |
| Cover basis | Full details of cover provided for each policy, including:   * Extent that cover matches the requirements of the specification * Principal exclusions and effects of exclusions or conditions and application of deductibles * Extent that the terms / submission provided are based on the limits and deductible levels requested in the specification. * Confirmation that only the Council will be permitted to make changes to policy cover mid-term * Level of any inner limits per lot. | Matches ITT: 30 points  Matches ITT but with lower inner limits on some extensions: 25 points  Matches ITT but with a few extensions not provided: 20 points  Matches ITT but several extensions not provided: 10 points  Doesn’t match ITT: 0 points/fail |
| Added Value | * Provision of risk management Support & technical bulletins / seminars, including description and type of courses/training available * Innovations or enhancements of cover including low claims rebates * No. of RM days/bursary offered | Outstanding: 10 points – Brings significant value/benefit  Good: 7.5 points – brings a good amount of added value/benefit  Satisfactory: 5 points provides some added value/benefit  Weak: 2.5 points Minimal added value/benefit  Unsatisfactory: 0 points nothing offered or no value/benefit |

**19. Debriefing**

19.1 The basis of awarding the Contract will be “The Most Economically Advantageous Tender” and not simply the lowest cost tender.

19.2 For the avoidance of doubt the Council reserves the right:

19.2.1 Not to accept the lowest or any tender response; and/or

19.2.2 To accept any tender responses in whole or in part.

19.3 The Council will notify all Bidders in writing of its intention to award a contract following a standstill period.

19.4 Unsuccessful bidders may request feedback.

**20. Freedom of Information**

20.1. The Council is subject to the Freedom of Information Act 2000 (“FOIA”) and The Environmental Information Regulations 2004 (“EIR”).

20.2 In accordance with the obligations and duties placed upon public authorities by the FoIA, The Council may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Bidder to The Council.

20.3 In respect of any information submitted by a Bidder that it considers to be commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) the Bidder should:

20.3.1 Clearly identify such information as commercially sensitive;

20.3.2 Explain the potential implications of disclosure of such information; and

20.3.3 Provide an estimate of the period during which the Bidder believes that such information will remain commercially sensitive.

20.4 Where a Bidder identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Bidder should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FoIA or the EIR. The Council is required to form an independent judgement concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

20.5 The Council will endeavour to consult with Bidders and have regard to comments and any objections before it releases any information to a third party under the FOIA or the EIR, however, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the FOIA and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FOIA or the EIR.

20.6 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

(a) has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the FOIA or EIR where possible);

or

(b) does not fall into a category of information that is exempt from disclosure under the FOIA or EIR (for example, information is exempt if it constitutes a trade secret or if its disclosure, would be likely to, prejudice the commercial interests of any person);

and

(c) in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

20.7 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Council and the Bidder should not attempt to answer the request without first consulting with the Council.

**21. Freedom of Information and Data Protection**

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

21.2 The General Data Protection Regulations 2018 protect personal information of living individuals. If this tender procedure will involve you in handling any such information, you must be registered under GDPR and comply with its provisions.

**22. Government Transparency Initiative - Publication of Tender Documents and Contracts**

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

**23. Evaluation Criteria**

23.1 Submissions will be assessed to ascertain the most economically advantageous tender based on both Price (60%) and Quality (40%)

23.2 The Price score will be determined by an assessment of the detailed breakdown against the scope of work that the Council may expect to receive. The aim is to consider value for money and to determine the most economically advantageous outcome for the Council within the allocated budget.

**24. Rejection of Tenders**

24.1 The Council reserves the right to reject or disqualify any tender and or a Bidder, where the Bidder:

24.1.1 Fixes or adjusts the amount of its tender by or in accordance with any conditions of Contract or arrangement with any other party; or

24.1.2 Communicates to any party other than the Council or, as applicable, relevant participating Council the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the tender); or

24.1.3 Enters into any condition of Contract with any other party that such other party shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other Bidder in its tender; or offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to this tender or any other proposed tender, (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by an Bidder may attract);

24.1.4 Directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members or any relevant participating Council or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, tender or proposed tender;

24.1.5 Fails to comply fully with the requirements of this ITT or makes a misrepresentation in any information supplied in their Tender;

24.1.6 Changes in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the tender;

24.1.7 Commits or if the Council becomes aware of any of the reason for exclusion as stated in Ch. 2, Section 5, Sub Section 7, Clause 57 (9 and10) of the Public Contracts regulations 2015.

**25. Disclaimer**

25.1 Whilst the information in these tender Documents has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified.

25.2 The Bidder will be expected to have satisfied itself that it’s tender price submitted will cover all its expenses and obligations under the Contract and the requirements and Conditions of Contract are acceptable to it, before it submits its tender response. No claims can subsequently be entertained for omissions by the Bidder.

25.3 This Tender Document is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Council or any of their advisors to any recipient of the Invitation to tender.

25.4 Nothing in this Invitation to Tender, nor in any other written or oral information provided to any Bidders should be relied on as a promise or representation as to the future. Neither the Council nor any of their advisors undertake to provide any recipient with access to any information whether written or oral supplied to any Bidders, or to correct any inaccuracies that may become apparent.

25.5 Any errors in the Specification or other parts of the tender document shall not invalidate the Contract or release the Bidder from any of its obligations under the Contract. Any errors or omissions will be corrected by the Contracting Officer and any adjustments necessary affecting the provision of the Services will be made by agreement with the Bidder.

**26. Bidder Warranties**

26.1 In submitting its tender, the Bidder warrants, represents and undertakes to the Council that:

26.1.1 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender response;

26.1.2 It has full power and authority to enter into the Contract and perform the obligations specified in the tender Documents and will, if requested, produce evidence of such to the Council;

26.1.3 It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to perform the obligations specified in the tender Documents; and,

26.1.4 It will not at any time during the Contract Period or at any time thereafter claim or seek to enforce for the purposes of the Contract any lien, charge, or other encumbrance over property of whatever nature owned or controlled by the Council and which is for the time being in the possession of the Bidder.

Specific Instructions for Underwriters

The attention of bidders is also drawn to the following important issues:

1. Quotations are required based on: an initial contract period of 3years from 1st April 2020 with the option for the Council to extend the contract by up to an additional 2 years in tranches of 1 year; **Bidders are also invited to bid for a period of one year plus 2 extensions of one year**
2. Bidders are invited to submit bids for any or all lots. Each Lot will be evaluated separately. **If Bidders wish to apply a discount for a package the discount for Lots 1 2 3 please provide details of the amount of the potential discount.**
3. Tenders are requested in accordance with the programme as set out in the body of this document with variations where requested. ***Any bids offered which offer one or more variations to the programme(s) proposed within this tender document must have the difference in cover in each case clearly highlighted and brought to the attention of*** ***the Council and Aon UK Limited in a covering letter. However please note that the Council will not necessarily evaluate the bid but might pursue this with the bidder if successful***.
4. The final date for receipt of tenders is noon **9th March 2020**
5. The tender opportunity will be available on the e-tendering portal: <https://www.gov.uk/contracts-finder>.
6. Underwriters to note that all discounts that may be available e.g. Long-Term Agreement must be separately identified and transparent and must confirm which Lots they apply to.
7. Bidders must describe what risk management or other services are automatically included within the premium (if any).
8. Bidders must have an acceptable Standard & Poor’s rating or alternatively proof of security to the satisfaction of the Council. Should this financial rating not be maintained during the term of the contract period, the Council has the right to terminate the Long-Term Agreement.
9. The Council may be interested in profit share or low claims rebate agreements. Underwriters must outline the form of agreements they are able to offer clearly and transparently in their submission.
10. Additional documentation/supporting information to this tender, as required by Bidders may be requested via the e-tendering portal and will be circulated to all bidders.
11. This is a fee client. All premiums shall be quoted net of all standard rebateable commissions but inclusive of ISB. The exception will be Deal Direct Insurers.

Process for submitting your proposal

Bidders please note the criteria for the award of the contract are as follows:

Bids must be based on the specification and information provided within this ITT.

Please ensure that you allow yourself plenty of time when responding to this invitation prior to the closing date and time. Late submissions will not be accepted. Bidders shall note that the Council will not be liable for failure to submit a tender at any stage due to any error or failure in any IT systems.

The contract will be awarded based on the most economically advantageous tender in terms of the criteria stated below:

**All quotations are to be valid up to 31st March 2020.**

**UNDERWRITING INFORMATION**

**Lot 1 - Property Insurance - Material Damage**

**Property Insured**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Item Description** | **Sum insured** | **Perils Applicable- as below** |
| 1 | General and Industrial Properties | 53,638,953 | 1-19 |
| 2 | General and industrial properties contents | 1,067,528 | Landlords fixtures |
| 3 | Works in Progress | 500,000 | All Risks |
| 4 | Specified All Risks | 248,500 | All risks see below |

**Special All Risks Property Insured**

|  |  |  |
| --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured** |
| **1** | **Civic Regalia** | **5,000** |
| **2** | **Printers** | **50,000** |
| **2** | **Sound measuring equipment** | **7,500** |
| **3** | **Car park ticket machines** | **100,000** |
| **4** | **Display Boards** | **10,500** |
| **5** | **Swipe machines** | **2,400** |
| **6** | **Civil emergency radio equipment** | **500** |
| **7** | **Telephone equipment** | **0** |
| **8** | **Mini mailing machines** | **12,100** |
| **9** | **Two paintings in civic offices** | **2,000** |
| **10** | **Four speed indicator devices** | **12,000** |
| **11** | **CCTV equipment @ The Workshop** | **20,000** |
| **12** | **Hand held computers (11) – Traffic Wardens** | **16,500** |
| **13** | **Audio visual equipment** | **10,000** |
|  | **Total sum insured** | **248,500** |

**Please see Appendix A for property listing and Appendix B for contents**

**See Appendix C 1 2 3 for cladding details**

**See Appendix D for all risks**

**Insured Perils**

Please refer to those applicable to each type of property

1. Fire, Lightning and Explosion
2. Housing Minimum Perils
3. Explosion
4. Aircraft
5. Riot Fire Only
6. Riot
7. Riot and Malicious Persons
8. Earthquake
9. Subterranean Fire
10. Spontaneous Fermentation or Heating
11. Storm
12. Storm or Flood
13. Escape of Water
14. Impact
15. Impact including Own Vehicles
16. Sprinkler Leakage
17. Theft
18. Theft Damage to Buildings
19. Subsidence
20. All Other Damage including theft damage to buildings

**Excess**

Buildings shall mean the buildings at the business premises and includes:

|  |  |
| --- | --- |
| **General Properties**  All perils except Subsidence  Subsidence | £250 each and every claim  £1,000 each and every claim |
| **Housing Properties**  Storm, flood and Escape of Water perils  All other perils | £100 each and every claim  £Nil each and every claim |
| **Works in Progress**  Malicious Persons, Storm, Flood, Escape of Water, Impact  Subsidence  All other perils | £250 each and every claim  £1,000 each and every claim  £Nil |
| **Theft** All perils | £250 each and every claim |
| **Specified all risks** | £250 each and every claim |

**Limits of Liability**

General property, Specified All Risks, Theft and Business Interruption limit: £50,000,000 in the annual aggregate

**Definitions**

Buildings of the premises for which the insured is legally responsible including:

* landlord’s fixtures and fittings
* oil tanks, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways
* walls, gates and fences
* drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains
* adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
* foundations.
* manuscripts, business books or computer systems records.

**Unoccupied and Non-standard construction**

**Unoccupied- None**

**Territorial Limits**

Great Britain Northern Ireland the Isle of Man and the Channel Islands but restricted to Great Britain for any applicable Terrorism Extension

European Union in respect of Specified All Risks.

**Jurisdiction**

Law of England and Wales

**Basis of Loss Settlement**

Buildings and Contents- Reinstatement Day One 115% Non-Adjustable (For General only – no contents needed on commercial/property owners)

**Principal Extensions**

**Material Damage**

* 72-hour provision
* Automatic reinstatement of sum insured
* Capital Additions and Alterations
* Drains and Gutters
* European Union and Public Authority Requirements (including Undamaged Property)
* Fire Extinguishing Expenses
* Landscaped Gardens
* Loss Minimisation and Prevention Expenditure
* Loss of Metered Water
* Trace and access
* Transit
* Debris Removal
* Inadvertent omission to insure
* Other Interests
* Professional Fees

We will assume all above included in your quotation unless informed otherwise.

**Quotations Requested**

* Existing basis

**Large Claims over £10,000**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Paid** | **O/S** | **Total** |
| 13/04/2011 | £22,234.00 | NIL | £22,234.00 |

Lightning strike Frogmore Leisure Centre

# **Lot 1 – Property Insurance - Business Interruption**

**Cover**

Any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the business

Loss of Revenue and Rent Receivable

**Sums Insured/perils/Indemnity Period**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured (£)**  **Annual figures** | **Perils Applicable** | **Maximum Indemnity Period (months)** |
| 1 | Gross Revenue Leisure Centres (Hart Leisure Centre & Frogmore Leisure Centre) | 1,895,490 | See MD | 36 |
| 2 | Car Parks | 798,878 | As per MD | 12 |
| 3 | Additional Costs of Working | £3,000,00 | As per MD | 24 |
|  | **Total Sum Insured** | **2,694,368** |  |  |

**Insured Perils**

As per Material Damage

**Excess**

Each and every loss - NIL

**Limits of Liability**

General property, Specified All Risks, Theft, and Business Interruption limit: £50,000,000 in the annual aggregate

**Principal Extensions**

* Automatic reinstatement of sum insured
* Action of Competent Authorities
* Loss of Attraction
* Public Utilities and Denial of Access including bomb hoax
* Notifiable diseases
* Loss of Attraction £1m

We will assume all above included in your quotation unless informed otherwise.

**Claims Experience**

None

**Quotations Requested**

Existing basis

**Lot 1 - Property Insurance – Money**

**Cover**

All Risks of loss of money belonging to the insured or for which they are responsible.

**Definitions**

A Cash / bank notes / currency notes / uncrossed cheques / pre-signed cheques / uncrossed postal orders / uncrossed money orders / current postage and revenue stamps / National Insurance stamps (not fixed to cards) / National Savings stamps / bills of exchange / luncheon vouchers / consumer redemption vouchers / holiday with pay stamps / gift tokens / trading stamps /uncrossed Giro cheques / uncrossed Giro cash cheques, travellers cheques, travel warrants and tickets

and

B Crossed cheques / crossed bankers’ drafts / crossed Giro cheques and drafts / crossed postal orders / crossed money orders / unused units in franking machines / National Savings certificates / premium bonds / credit company sales vouchers / VAT purchase invoices / counterfeit paper currency, belonging to the insured or for which the insured is responsible

**Money Section**

**Limits**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 |  | Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii). | | | £500,000 |
| 2 | a. | Loss of other money in transit in the custody of employees, or in transit by registered post, or in Bank Night Safe | | | £10,000 |
|  | b. | Loss of other money in transit in the custody or control of a security company or similar organisation | |  | £10,000 |
|  | c. | (i) | Loss of other money in the premises, in the custody of or under the actual supervision of employees | | £500 |
|  |  | (ii) | Loss of other money in the premises, in locked safes or strongroom | | £20,000 |
|  |  | (iii) | Loss of other money in the premises, in locked receptacles (other than safes or strongroom) | | £10,000 |
|  |  | (iv) | Loss of other money in the premises, not in locked safe or receptacle | | £500 |

**Excess**

Nil

**Claims Information**

No claims

**Additional Information**

There is one safe in the Civic Offices. The monies in the Leisure Centres are the responsibility of Everyone Active.

Maximum cash carryings £3,000 but typically <£500. Cash and cheques are collected and securely deposited off-site twice per week by Jade Security. The majority of cash is from parking ticket machines which are emptied from the machine and taken securely away.

**Quotations Requested**

Existing basis

**Lot 1 - Computer**

**Cover**

**1 Loss of or damage to Computer and Ancillary Equipment**

Loss or damage including full breakdown of:

**Computer equipment** including data carrying materials, interconnecting wiring, fixed discs and telecommunications equipment used for the storage and communication of electronically processed data.

Note: Provided values are included within new replacement value notified to insurer, Computer equipment also includes:

Laptop Computers, Personal Digital Assistants, Palmtop Computers, Digital Cameras, Smart Phones and Mobile Phones, Digital Projectors, Audio and Visual Equipment, LCD and Plasma Screens and other electronic media presentation equipment

**Ancillary equipment** solely for use with the computer equipment, comprising air conditioning equipment, generating equipment, uninterruptible power supply, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat smoke and water detection equipment, lightning and transient over-voltage protection devices, lockdown security devices which have been approved by the Insurer, gas flooding equipment and pipe work and computer room partitioning

**2 – Reinstatement of Data**

Cost of reinstating programs or information following loss of or damage to Computer Records or accidental loss distortion or erasure of programs or information

**3** – **Additional Expenditure**

Additional expenditure necessarily and reasonably incurred as a result of an insured loss, accidental failure or fluctuation of the public supply of electricity, accidental failure of telecommunications systems, breakdown or denial of access

**3** – **Additional Expenditure/Interest**

Additional expenditure necessarily and reasonably incurred as a result of an insured loss, accidental failure or fluctuation of the public supply of electricity, accidental failure of telecommunications systems, breakdown or denial of access

**Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

**Limits of Liability**

Computer: £50,000,000 in the annual aggregate

**Sums Insured**

**Computer Equipment**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Description** | **SI 2019** | **SI 2020** | **Peril** |
| Computer Suite Equipment whilst in the premises – First Loss Limit | 400,000 | 550,000 | A, B |
| Portable computer equipment whilst in the territorial limits | 300,000 | 280,000 | A, B |

**Reinstatement of Data**

|  |  |  |
| --- | --- | --- |
| **Item Description** | **Sum Insured** | **Peril** |
| Reinstatement of Data | 300,000 | A, B, D, F, G, H, I |

**Business Interruption**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured** | **Peril** | **Maximum Indemnity Period** |
| 1 | Additional cost of working | £120,000 | A, B | 3 |
| 2 | Additional Interest | £60,000 | A, B | 3 |

**Insured Perils**

1. Accident
2. Fire Perils
3. Residual Breakdown
4. Breakdown
5. Denial of Access
6. Failure of Electricity Supply
7. BLANK
8. Failure of Telecommunications
9. Erasure

**Excesses**

£500 each and every loss

**Principal Extensions**

* Automatic reinstatement of sum insured
* Capital Additions and Acquisitions
* Debris Removal
* European Union and Public Authorities
* Incompatibility of Computer Media
* Recharging of Gas Cylinders
* Reinstatement
* Hacking or Denial of Service
* Virus or similar mechanism
* Accountant’s Fees
* **Homeworkers extension – cover extended to £5,000 per claim max for employees using equipment in their own homes (no security alarm)**

We will assume all above included in your quotation unless informed otherwise.

**Additional Information**

HDC have 240 desktop computers in the Civic Offices and a further 30 in the Leisure Centres.

There are also a further 35 servers in the Civic Offices.

**Quotations Requested**

Existing basis

**Lot 1 – Supporting Information**

### Additional Information - Computer

1. Are there any maintenance agreements in place? Yes
2. Does any third-party interest need be noted on the policy in respect of any equipment? Yes -Capita

### Risk Management Information - Computer

1. How often do you back-up your systems and files? Daily
2. Do you have an IT Policy? Yes
3. Is the Council accredited to Cyber Essentials Plus (IASME)? No
4. Do you have a retention & disposal system in place? Yes
5. Do you have a contingency plan in place and has this been tested within the past 24 months?
6. Has your IT system been reviewed subsequent to GDPR? Yes

**Lot 2 – Fidelity Guarantee/Crime**

**Cover**

Loss of money or other property belonging to the Council, or for which it is legally responsible, in its trust or custody, occurring as a direct result of fraud or dishonest committed by any person guaranteed during the period of insurance.

**Persons Guaranteed / Limit of Liability**

All employees £2,000,000

**Geographical Limits**

United Kingdom

**Wageroll**

All Employees £6,528,055 salary estimate for 2020/21

**Excess**

£5,000 each and every loss

**Extensions**

* Auditor’s fees – 10% of Limit of Liability
* New Entities
* Reconstitution Costs
* Legal fees, costs and expenses

We will assume all above included in your quotation unless informed otherwise.

**Additional Information**

Please refer to Appendix 5 – Anti Fraud Corruption Policy

Cash is held in safes until collected by GS4 daily from Civic Offices and on alternate days from the two Leisure Centres.

**Quotations Requested**

Existing basis

**Lot 2 – Supporting Information**

## Additional Information

1. 2019-2020 Wageroll Estimate: £6.4 million
2. Historic Wageroll:

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Employee Numbers** | **Employees FTE** | **Wageroll (£m)** |
| **2015-16** | **156** | **185** | **6.1** |
| **2016-17** | **145** | **114** | **4.7** |
| **2017-18** | **140** | **107** | **5.5** |
| **2018-19** | **155** | **123** | **5.8** |
| **2019-20** | **155** | **130** | **6.4** |

1. What systems of check are in place? **Segregation of duties, general controls, authorisations and limits of authorisation.**
2. Is there dual control and independent validation of payments? **Yes**
3. Are monthly management reports examined for variances against budget forecasts and any such variances are investigated? **Business partners will monitor monthly and report to council cost centre managers and Section 151 officers**.
4. How often do you have an external audit? **Yearly**
5. Please confirm any changes to your financial systems and controls in the past 12 months: **None**

#### Claims Experience

No claims

### Quotations Requested

Existing basis

**Lot 3 - Liability Insurance Employers' Liability**

**Description of Cover**

Indemnity to the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment with the Insured in connection with the Business and caused during the Period of Insurance within

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf
2. elsewhere in the world where any Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

To include offshore trips to Lymington Bay.

**Definition of Employee**

Any natural person who is:

a) under a contract of service or apprenticeship with the insured

b) a labour master or labour only subcontractor or persons supplied by any of them

c) self-employed

d) under a work experience or similar scheme

e) hired or borrowed by the insured from another employer

f) volunteering to assist or co-opted to assist the insured and working for the insured in connection with the business while under the insured’s direct control or supervision.

**Limits of Indemnity**

£25,000,000 each and every occurrence. In addition to any claim for damages the insurer will pay Costs and Expenses.

**Deductible**

£Nil each and every claim

**Extensions**

* Corporate Manslaughter and Corporate Homicide Act 2007 defence costs
* Court Attendance Costs
* Health and Safety at Work Defence Costs
* Indemnity to Other Persons
* Unsatisfied Court Judgments
* Terrorism - £5,000,000 minimum
* Sports, welfare, social, canteen, education, first aid, fire and security (including bomb searches when on own premises) activities including member to member liability
* Returning Officer / Deputies and appointed person
* £5,000,000 Offshore work

We will assume all above included in your quotation unless informed otherwise.

**Forthcoming Wage roll /Additional Information**

2019-2020 Wageroll Estimate: £6.4 million

Historic Wageroll:

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Employee Numbers** | **Employees FTE** | **Wageroll (£m)** |
| **2015-16** | **156** | **185** | **6.1** |
| **2016-17** | **145** | **114** | **4.7** |
| **2017-18** | **140** | **107** | **5.5** |
| **2018-19** | **155** | **123** | **5.8** |
| **2019-20** | **155** | **130** | **6.4** |

Maximum number of employees at any one site:

* Civic Offices – 130 FTEs and 155 staff in total

**Employer’s Liability Trading Office**

|  |  |
| --- | --- |
|  |  |
| **ERN/PAYE Reference** | 765/H29 |

**Large Claims over £10,000**

No Claims

**Quotations Requested**

Existing basis

**Lot 3 – Liability Insurance - Public / Products Liability**

**Cover**

Legal Liability of the Council for accidental: -

a. Bodily injury (to include mental injury and/or anguish, stress, shock, bullying, and abuse) or death, disease, illness, wrongful arrest, invasion of the right of privacy, wrongful detention, wrongful imprisonment or wrongful eviction of any person (other than employees)

b. Loss of or damage to material property

1. Nuisance, trespass or interference with any easement, right of air, light, or waterway.
2. Defects in goods manufactured, supplied, repaired, tested, serviced or processed by the Council

all of which arise out of the Authority's functions and happening during the period of insurance, including legal liability for claimants' costs and expenses.

**Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and provided the Employee is normally resident therein in respect of non-manual activities temporarily elsewhere and in respect of occurrences anywhere in the world caused by Products supplied from or worked upon in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

**Current Excesses**

£5,000 each and every claim, reducing to £100 in respect of Hirer’s Liability, and further reducing to £Nil in respect of Indemnity to Individual Tenants

£Nil for Returning Officers

**Limits of Indemnity**

Public Liability – any one occurrence / unlimited in any one year of insurance £25,000,000

Products Liability – any one occurrence / in the aggregate £25,000,000

Libel and Slander £2,000,000

Public Health Act £250,000

Hirer’s Liability £5,000,000

Indemnity to Individual tenants £10,000,000

**Extensions**

* Corporate Manslaughter and Corporate Homicide Act 2007 defence costs
* Health and Safety at Work etc. Act 1974 or the Health and Safety at Work
* Part II of the Consumer Protection Act 1987
* Part II of the Food Safety Act 1990
* Court Attendance Costs
* Defective Premises Act
* Indemnity to Others
* Joint Liabilities
* Legionella
* Personal Liability
* Motor Contingent Liability
* Private duties
* Returning Officer / Deputies and appointed persons
* Bailiffs under a contract of service
* Environmental Statutory Liability - £1,000,000

We will assume all above included in your quotation unless informed otherwise.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Large claims over £10,000** | **Paid** | **O/S** | **Total** | **Position** |
| Tree fell on claimant  October 2014\*\* | £415,000 | - | £415,000 | Claim Settled |
| Tree root claim  2018 | NIL | £13,000 | £13,000 | Claim disputed |
| Claimant missed step and fell minor injuries | NIL | £52,000 | £52,000 | Claim disputed |

\*\* The claimant was walking her two dogs in August 2014 in sunny conditions when the weather changed, and the tail-end of Hurricane Bertha hit the UK. High winds brought down a tree which pinned her to the ground and trapped her. She suffered a broken neck, a back fractured in five places and a leg fractured in three and three broken ribs. Claim settled.

**Also See the claims appendices for full claims listings and CCE**

**Quotations Requested**

Existing

**Lot 3 – Liability Insurance - Professional Indemnity**

**Please note that the Council does not currently purchase this cover and so this section of the Lot does not apply**

**Lot 3 – Liability Insurance – Land Charges**

**Cover**

All sums which the Authority may become legally liable to pay as damages and claimants costs and expenses for financial loss arising from or in consequence of any act or omission in respect of

1. Information provided or made available on question of fact concerning land or building in respect of which the Authority is required to maintain and does maintain a register or other records
2. Replies given to questions added to the approved printed form of enquiry and issued at the same time as the search certificate provided always that such replies are given subject to a disclaimer of liability in a form approved by the insurers

**Indemnity Limit**

£5,000,000 any one claim and in the aggregate any one period

**Excess**

£5,000 each and every claim

**Retroactive Date**

1st April 1993

**Extensions**

Bailiffs

Court Attendance Costs

Indemnity to Other Persons

Outside Entity Contingency Cover

Ultra Vires

**Additional Information**

|  | 2018-19  Period Figure | 2019-20  Period Figure |
| --- | --- | --- |
| **Estimate of total Land Register Search Fees to be collected during year** | £152,205 | £165,000 |
| **Estimated number of searches** | 1050 | 1020 |
| **Estimated Fee per search** | £145 | £162 |

**Land charges work is outsourced to Capita**

**Quotations Requested**

Existing basis

**Lot 3 - Liability Insurance Officials Indemnity**

**Cover**

Indemnity to the insured for all sums which the insured shall become legally liable to pay as compensation for financial loss occasioned by an error committed or alleged to have been committed by any employee, which forms part of, or arises from, any powers conferred or duties placed upon that employee, arising out of the performance and exercise of the insured’s statutory functions and powers, in connection with the business occurring after the retroactive date stated in the schedule and which is both first made as a claim against the insured and notified to the insurer during the period of insurance.

**The business includes the insured’s National Checking Service which is deemed to be an activity that the insured have a statutory duty to perform.**

**Geographical Limits**

Worldwide excluding USA/Canada

**Extensions to be Included**

* Bailiffs
* Indemnity to Other Persons
* Outside Entity Contingency Cover
* Returning Officers
* Ultra Vires
* Elections
* Data Protection Act
* Consumer Protection Act
* Food Safety Act
* Certificates of Title
* Public Health Act £250,0000
* Pension Scheme Administration (for HDC employees)

We will assume all above included in your quotation unless informed otherwise.

**Limits of Indemnity**

£5,000,000 any one claim and in the aggregate any one period

**Excess**

£5,000 each and every claim, reducing to £Nil in respect of Election Officials

**Retroactive Date**

1st April 1993

**Additional Information**

No known challenges received by procurement in the past 5 years

List of Contracts:

* 5 Council services outsourced to Capita - £2.7 million per annum
* Refuse outsourced to Veolia - £1.7 million per annum
* Legal services outsourced to Basingstoke and Dean Borough Council £0. 3M

**Quotations Requested**

Existing

**Lot 3 – Liability Supporting Information**

### Employer’s Liability Risk Management Information

1. Offshore Work: None carried out
2. Asbestos Exposure: Number of community buildings which contain asbestos throughout the borough. They each have an asbestos register. If this is in relation to works carried out, then this would not be an employee of the council but a contractor.
3. Hazardous Waste Exposure: **No**
4. Do you follow the Legionella HSE approved code of practice? **Yes**
5. Legionella Policy: **Yes**
6. Lone Working – See **yes**
7. Health & Safety (H&S) Policy **yes**
8. Is the H&S Policy actively and regularly communicated to and approved by staff? **Yes**
9. Is there a pro-active approach to carrying out work related risk assessments on a regular basis, documenting results and reviewing with the staff? **Yes, annual review or following an accident or following significant change to legislation.**
10. Are you able to show that risk improvement measures (i.e. lesson learned) have been identified, reviewed, implemented and documented? **Investigation reports**
11. Do you have a dedicated H&S team: **Yes**
12. Please explain your approach to the use of PPE and enforcement of staff utilising PPE? **Yes**
13. Do you provide regular H&S training for staff? **Yes**
14. Do you undertake manual work away from own premises? **Yes**
15. Does any of your work involve the application of heat? **No**
16. How do the council manage noise exposure? **No exposure**
17. Does the authority retain any liabilities for Ground Maintenance / Highways / Refuse services? Grounds maintenance is out sourced to Norse. HCC are the highway authority, but HBC do carry out work on their behalf an also carried out work for other authorities and parish Councils (contact Stuart Wood). Refuse services re outsourced to Norse.

### Officials Indemnity Additional Information

1. Details of any prosecutions under any relevant legislation, e.g. the Health & Safety at Work Act, Corporate Manslaughter Act, Data Protection Act (DPA) etc.:

**No H&S prosecutions made against the Council**

The Council has never been prosecuted under DPA or related Information Governance legislation. Details of any challenges to contract award in the past 5 years: **There has been no formal challenge to contract award in the last 5 years.**

### Officials Indemnity Additional Information

1. Details of any prosecutions under any relevant legislation, e.g. the Health & Safety at Work Act, Corporate Manslaughter Act, Data Protection Act (DPA) etc.: **None**
2. Details of any challenges to contract award in the past 5 years: **None**

**Lot 4 – Motor Fleet**

**Description of Vehicles**

Any motor vehicle the property of the policy holder or in their care, custody or control

Employees’ own vehicles are excluded unless otherwise stated

**Cover – Section 1**

Property damage to vehicles

Loss of or damage to the insured vehicle including accessories caused by accidental means including malicious damage by any person, fire, theft or attempt thereat

**Cover – Section 2**

Liability to third parties

Legal liability for death of or injury to third parties or damage to third party property, including legal fees incurred

**Indemnity Limits**

Third Party Property Damage Limit

£5,000,000 applicable to any Commercial Vehicle

£20,000,000 applicable to any Motor Car

**Persons Permitted to Drive**

Any authorised licensed driver.

**Territorial Limits**

a) The territorial limits (Great Britain, Northern Ireland the Isle of Man and the Channel Islands)

b) Any other member country of the European Union

c) Any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)

d) Any other country but only during any period for which the insured has requested and the insurer has agreed to extend cover for the use of the Vehicle in that country and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

**Excess**

Each Insured Vehicle: £500 Accident, Fire, Theft, Windscreen, increasing to £1,000 in respect of refuse freighters and road sweepers

**Class of Use**

1 Social, domestic and pleasure use by any person specifically authorised by the Insured to have such use.

2 Use on the business of the Council.

**Cover to Include**

* Corporate Manslaughter defence costs
* Indemnity to Personal Representatives
* Terrorism - £5,000,000 minimum
* Contingent Liability
* Personal effects
* Replacement of keys and locks
* Trailers whilst attached or detached for comprehensive cover
* Unauthorised use
* Foreign Use
* Legal Expenses and Uninsured Loss Recovery
* Damage to immobile property
* Medical expenses
* Legal Expenses

We will assume all above included in your quotation unless informed otherwise.

**Vehicle Numbers**

Fleet- 11

**Note**

**See Appendix E for full vehicle schedules**

#### Claims Experience

Please see **claims appendices** for the claims experiences

**Lot 5 - Engineering Insurance and Inspection**

**Description of Service and Cover**

This policy provides for Inspection and Insurance of the Plant as detailed in the Plant schedules

**Plant Type / Cover**

|  |  |
| --- | --- |
| **Type** | **Cover** |
| Pressurisation vessels, Hot water boilers and Calorifiers | Fragmentation, explosion/collapse, Sudden and Unforeseen Damage |
| Passenger/goods lifts, stair lifts and vehicle lifts | Fragmentation, Breakdown, Sudden and Unforeseen Damage |
| Runway tracks | Fragmentation |

**Insurance Cover**

Damage to insured plant £100,000

Damage to own surrounding property £100,000

Fragmentation £100,000

**Insurance Cover - Excess**

Any one occurrence £100

**Plant Covered**

4 Hathaway Boilers + 1 Lochmuir Water Heater – Council Offices

2 electric passenger/goods lift – 4 floors – Council Offices - inspected by Zurich bi-annually

**Location**

Premises owned and / or occupied by the Council for business purposes

**Quotations Requested**

Existing basis

**Lot 6 - Personal Accident / Travel**

The benefits, Insured Persons and Operative Times applicable to this part are as stated below:

|  |  |  |
| --- | --- | --- |
| **Category** | **Insured Persons** | **Operative Time** |
| A | Employees | Engaged in the business including Journeys and commuting between private residence and place of duty in connection with the business |
| B | Members | Engaged in the business including Journeys and commuting between private residence and place of duty in connection with the business; official service on outside bodies; surgeries and other duties complementary to the business |
| C | Volunteers | Engaged in the business including journeys and commuting between private residence and place of duty in connection with the business except in respect of:   * Teachers and lecturers in out of school activities * Assistance to a Police of Fire and Rescue Authority * Civil Emergencies * Where under a contract of employment with the insured |

|  |  |  |  |
| --- | --- | --- | --- |
| **Benefit** | **A** | **B** | **C** |
| 1. Accidental Death | 5 times Annual Salary – subject to a minimum of £25,000 | £20,000 | £50,000 |
| 2. Loss of Limb (one or more) and/or Loss of Eye (one or both) | 5 times Annual Salary – subject to a minimum of £25,000 | £20,000 | £50,000 |
| 3A. Total Loss of Hearing (in both ears) and/or Total Loss of Speech | 5 times Annual Salary – subject to a minimum of £25,000 | £20,000 | £50,000 |
| 3B. Total Loss of Hearing in one ear | 25% of 5 times Annual Salary – subject to a minimum of £25,000 | 25% of £20,000 | 25% of £50,000 |
| 4. Permanent Total Disablement | 5 times Annual Salary – subject to a minimum of £25,000 | £20,000 | £50,000 |
| 5. Permanent Partial Disablement | 5 times Annual Salary– subject to a minimum of £25,000 | £20,000 |  |
| 6. Paraplegia | £75,000 | £75,000 | £75,000 |
| 7. Quadriplegia | £125,000 | £125,000 | £125,000 |
| 8. Temporary Total Disablement | 100% of Gross Weekly Wage | £40 | £90 |
| 9. Temporary Partial Disablement | Nil | Nil | Nil |
| Benefit Period – Temporary Disablement | 104 weeks | 104 weeks | 104 weeks |
| Deferment Period – Temporary Disablement | 0 days | 0 days | 0 days |

|  |  |
| --- | --- |
| Section2.3: damage to personal effects of members even though no other benefit is payable | £5,000 |

We will assume all above included in your quotation unless informed otherwise.

**Excess**

Nil

**Underwriting information estimated wages**

**Salaries estimate 2019 £6.4M**

**Numbers**

* Cat A –130 FTEs and 155 staff in total.
* Cat B – 33 members
* Cat C – HDC employ around 10 unpaid volunteers at various times of the year

**Highest Individual Salary**

£100,000

**Location Information**

No one location has a wageroll in excess of £4 million.

|  |  |  |
| --- | --- | --- |
| **Location** | **Staff** | **FTE** |
| CIVIC OFFICES | 148 | 123 |
| COUNTRYSIDE WORKSHOP | 7 | 7 |
| **Total** | **155** | **130** |

**Quotations Requested**

Existing basis

**Lot 7 - Terrorism**

**Cover**

Insures the property advised to insurers against direct physical loss or physical damage by an act or series of acts of terrorism and / or sabotage occurring during the period of the policy.

**Limit**

**Property Insured**

|  |  |  |
| --- | --- | --- |
| **Item No** | **Item Description** | **Sum insured** |
| 1 | General and Industrial Properties | 53,638,953 |
| 2 | General and industrial properties contents | 1,067,528 |
| 3 | Works in Progress | 500,000 |
| 4 | Specified All Risks | 248,500 |

**Special All Risks Property Insured**

|  |  |  |
| --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured** |
| **1** | **Civic Regalia** | **5,000** |
| **2** | **Printers** | **50,000** |
| **2** | **Sound measuring equipment** | **7,500** |
| **3** | **Car park ticket machines** | **100,000** |
| **4** | **Display Boards** | **10,500** |
| **5** | **Swipe machines** | **2,400** |
| **6** | **Civil emergency radio equipment** | **500** |
| **7** | **Telephone equipment** | **0** |
| **8** | **Mini mailing machines** | **12,100** |
| **9** | **Two paintings in civic offices** | **2,000** |
| **10** | **Four speed indicator devices** | **12,000** |
| **11** | **CCTV equipment @ The Workshop** | **20,000** |
| **12** | **Hand held computers (11) – Traffic Wardens** | **16,500** |
| **13** | **Audio visual equipment** | **10,000** |
|  | **Total sum insured** | **248,500** |

**Business Interruption Sums Insured/perils/Indemnity Period**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured (£)**  **Annual figures** | **Perils Applicable** | **Maximum Indemnity Period (months)** |
| 1 | Gross Revenue Leisure Centres | 1,895,490 | See MD | 36 |
| 2 | Car Parks | 798,878 |  | 12 |
|  | **Total Sum Insured** | **2,694,368** |  |  |

**Computer Sums Insured**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Description** | **SI 2019** | **SI 2020** | **Peril** |
| Computer Suite Equipment whilst in the premises – First Loss Limit | 400,000 | 550,000 | A, B |
| Portable computer equipment whilst in the territorial limits | 300,000 | 280,000 | A, B |

**Reinstatement of Data**

|  |  |  |
| --- | --- | --- |
| **Item Description** | **Sum Insured** | **Peril** |
| Reinstatement of Data | 300,000 | A, B, D, F, G, H, I |

**Business Interruption**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Item Description** | **Sum Insured** | **Peril** | **Maximum Indemnity Period** |
| 1 | Additional cost of working | £120,000 | A, B | 3 |
| 2 | Additional Interest | £60,000 | A, B | 3 |

**Definitions**

An act of insurance shall mean:

The use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and / or to put the public in fear for such purposes

An act of sabotage shall mean:

A subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and / or to put the public in fear for such purposes

**Sums Insured / Limits**

First Loss basis – £50,000,000 in the annual aggregate

**Quotations Requested**

Existing basis