



PERTH & KINROSS COUNCIL

TENDER

FOR

THE SUPPLY OF Perth & Kinross News and Inside News

FOR THE PERIOD

**THE CONTRACT WILL COMMENCE ON 1ST APRIL 2009 OR AS OTHERWISE AGREED
AND SHALL REMAIN IN FORCE FOR 2 YEARS**

TENDER DOCUMENTS

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PART 2

RETURNED DOCUMENTATION CHECKLIST

Tenderers must complete this checklist and return with the Tender Documents.

Tenderers should please ensure that only the documents listed below, together with any supporting documents requested, are returned.

Tenderers should complete by ticking the boxes to confirm that the documents have been completed and returned as instructed in Clauses **32, 33 and 34** of the Invitation to Tender and to further confirm that they have also provided the information and any additional documentation requested in the Tender Documents.

Document Title	Completed and Returned
Part 2 - Returned Documentation Checklist	
Part 5 - Specification Compliance Schedules	
Part 6 - Form of Tender	
Part 7 - Certificate of Non-Collusion	
Part 8 - Method Statements (Including Documentation and Information Requested)	
Part 9 - Tender Questionnaire (Including Documentation and Information Requested)	
Part 10- Pricing Schedule	

PART 3



PERTH & KINROSS COUNCIL

TENDER

FOR

THE SUPPLY OF PERTH & KINROSS NEWS and INSIDE NEWS

FOR THE PERIOD

***THE CONTRACT AGREEMENT WILL COMMENCE ON 1ST APRIL 2009 OR AS OTHERWISE AGREED
AND SHALL REMAIN IN FORCE FOR 2 YEAR(S) FROM DATE OF CONTRACT STARTING 1ST APRIL 2009 OR AS OTHERWSIE AGREED***

INVITATION TO TENDER

And

INSTRUCTIONS TO TENDERERS

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

INTRODUCTION

1. Perth and Kinross Council ("the Council") invites tenders for The Supply of Perth and Kinross News & Inside News in accordance with the following Contract Documents:
 - 1.1 Returned Documentation Checklist
 - 1.2 Invitation to Tender and Instructions to Tenderers
 - 1.3 Specification of Requirements
 - 1.4 Specification Compliance Schedules
 - 1.5 Form of Tender
 - 1.6 Certificate of Non-Collusion
 - 1.7 Method Statements
 - 1.8 Tender Questionnaire
 - 1.9 Pricing Schedule
 - 1.10 General Conditions of Contract
2. Each Tenderer shall include within the tender rates for all costs and expenses of every kind associated with the provision of the Service as set out in the Contract Documents.
3. Tenders shall be submitted in accordance with this Invitation to Tender and Instructions to Tenderers. Any tender not complying with the Instructions to Tenderers may be rejected by the Council, whose decision in the matter shall be final.
4. Tenderers shall indicate if they are unable to fulfill any of the minimum requirements for the Tender as set out in the Specification. This should be indicated in the Method Statement submitted by you.
5. Invitations to tender must be treated as private and confidential during the formal tender process up to the point of award of contract. During this period you must not disclose that you have tendered or release details of the Contract Documents, other than on an 'in confidence' basis to those who have a legitimate need to know or those of your professional advisors whom you need to consult for the purpose of preparing the Tender.
6. Tenderers should note that, subsequent to award of contract, information they provide in relation to the tender may ultimately have to be disclosed in accordance with the Council's obligations under the Freedom of Information (Scotland) Act 2002.
7. Where Tenderers consider that any information they have provided is commercially confidential and its disclosure would substantially prejudice their commercial interests, they must clearly identify such information and fully explain what harm might result from disclosure.

8. Tenderers should note that even where they have indicated that information is commercially confidential, in certain circumstances the Council may still be required to disclose that information. This will typically be where “public interest” outweighs commercial confidentiality or where the Council is required to disclose on the instruction of the Scottish Information Commissioner.
9. The Council will seek to consult Tenderers regarding commercially confidential information before making a decision on disclosure subsequent to any request for information from a third party, but will reserve the right to make the final decision on whether to disclose or not to disclose.
10. Where Tenderers have not identified information as commercially confidential and/or have not provided proper justification for non-disclosure, it is likely that such information will be disclosed without consultation in response to a Freedom of Information request.
11. The Tender must be completed in English.

TENDER EVALUATION

12. Tenders will be evaluated on the basis of the most economically advantageous offer to the Council. Account will be taken of the content and quality of the submission generally, the quality of the processes and information detailed in the Method Statements and Tender Questionnaire, compliance to specifications and comparisons of price. The factors which will be utilised in this evaluation can be summarised under the following headings in order of precedence:

- 12.1 Price
- 12.2 Quality
 - 12.2.1 Compliance to specification
 - 12.2.2 Contractor Experience and Resources
 - 12.2.3 Method Statements/Tender Questionnaire
 - 12.2.4 Health & Safety

These factors (excluding the tender price) will largely be evaluated using the Method Statements, Tender Questionnaire and Specification Compliance Schedules.

The evaluation ratings will be scored as follows:

- | | |
|---------|--|
| Score 0 | Unacceptable: Fails to meet acceptable requirements; should not be considered further, irrespective of assessment against other categories |
| Score 1 | Doubtful – does not meet all the requirements specified under a particular category but may be worthy of further consideration if ratings for other categories are strong enough to compensate for this limitation |
| Score 2 | Fair - Barely meets the requirements, minor reservations |
| Score 3 | Good - Meets the requirements, no reservations |
| Score 4 | Outstanding - Easily meets the requirements, a strong ‘plus’ factor |

THERE WILL BE A PRICE:QUALITY RATIO OF 40 % PRICE TO 60 % QUALITY.

TENDER RESPONSE – TENDER FORM

13. Tenders shall be submitted on the Form of Tender included in the Contract Documents. Please sign and submit it in accordance with paragraphs **32, 33 and 34** of these Instructions to Tenderers, together with the following documentation and information required by the Council:
 - 13.1 Returned Documentation Checklist.
 - 13.2 Specification Compliance Schedule. (See Section 5)
 - 13.3 Certificate of Non-Collusion.
 - 13.4 Method Statements (see Specification and Conditions of Contract) in accordance with the instructions set out in the "Instructions for the Preparation of the Method Statements". Failure to submit the Method Statements with the Tender will lead to disqualification on the basis that your Tender is incomplete;
 - 13.5 Tender Questionnaire, including all the documentation requested.
 - 13.6 Pricing Schedules.
14. The submission of a Tender in any other form than that detailed in paragraph 13 above will not be accepted. For the avoidance of any doubt, submission of a Tender in the form of a facsimile will be rejected and not considered.
15. The Form of Tender shall be completed by a representative/representatives of the Tenderer who is/are authorised to make an offer to the Council and thereby to bind the Tenderer.
16. A person or persons signing the Form of Tender or any other document forming part of the Tender on behalf of the Tenderer, personally warrants that he has authority to bind the Tenderer.
17. In the event of any dispute after the award of the Contract, concerning the authority of the person signing and submitting the Tender on behalf of the Tenderer, the Council may, in its absolute discretion, without prejudice to other remedies available to it, rescind the Contract.

BASIC ASSUMPTIONS OF TENDER

18. Unit rates and prices must be quoted in pounds Sterling.
19. Tender pricing should be submitted exclusive of Value Added Tax (VAT) and inclusive of all costs associated with the Service.
20. If the Council suspects that there has been an error in the pricing of the Pricing Schedules, the Council reserves the right to seek such clarification as it considers necessary from that Tenderer only.

21. Tenders must be submitted strictly in accordance with the Contract Documents listed in the Form of Tender. Other than inserting any information requested, you must not make any changes to these documents.
22. Only Tenders submitted strictly in accordance with these instructions will be accepted for consideration. The Council's decision on whether or not a Tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tender is excluded from further consideration the Tenderer concerned will be so notified. It is the responsibility of the Tenderer to obtain at its own expense any additional information necessary for the preparation of its tender.
23. The Council does not bind itself to accept the lowest or any tender and may accept the whole or part of any tender. It will take into account not only the tender price but also all other information submitted in your Tender in order to form a view as to which Tender is the most economically advantageous to the Council (see paragraph 12).
24. The Council shall not be responsible for or pay any expenses or losses incurred by any Tenderer or by any prospective Tenderer in the preparation of the Tender or by any Tenderer who fails to tender.
25. The Tender shall be submitted on the basis that the offer in it shall remain in force for a minimum of 90 days from the date fixed for the submission of Tenders.
26. In inviting this tender PKC does not commit nor bind itself to accepting the lowest or any tender. PKC may accept the whole or any part of the tender. PKC reserves the right, at its absolute discretion not to accept any proposal submitted by a supplier or to enter into one or several contract (s) resulting from this tender should determine. Further, PKC reserves the right to accept only such part or parts of any proposal as it shall deem to be appropriate. PKC will take into account the price and all other information submitted when deciding on the most economically advantageous position for the council

ENQUIRIES

27. Where Tenderers have enquiries about the Contract Documents which may have a bearing on the offer to be made, these should be raised in writing with the Authorised Officer named at paragraph **30.2**, as soon as possible and within the timescale specified at paragraph 33. below - ie the **deadline for receiving queries is 23rd January 2009**. Where any such enquiry has been made, the Council will provide all Tenderers with a copy of the enquiry and the clarification, although anonymity will be preserved.

CHANGES TO CONTRACT DOCUMENTS

28. The Council reserves the right to make changes of a minor nature to the Contract Documents, which must be accepted by each Tenderer without reservation.
29. If the Council needs to make more substantial alterations to the Contract Documents, then it shall have the right to price the changes, using your own submitted prices, applying them on a quantum merit basis. Should the revised price structure not be agreed by you, then you may withdraw notwithstanding the provisions of paragraph 25.

SERVICE COMMENCEMENT DATE

30. You should be prepared to commence the Service with effect from 1st April 2009 or a date to be agreed.
31. In being invited to submit a Tender you undertake that:
- 30.1 If you decline to tender you shall return all the documentation supplied;
- 30.2 On request by the Council, any documents not submitted with the Tender shall be returned to the Authorised Officer:

Sheena Galloway
Chief Executives Service
Perth & Kinross Council,
2 High Street
PERTH, PH1 5PH
E-mail: sgalloway@pkc.gov.uk
Telephone: 01738 475053

BONA FIDE TENDER

32. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. It is therefore agreed that the Council shall have the power to terminate the Contract and to recover from the Contractor the amount of any loss arising from the termination if the Contractor:
- 31.1 Shall have offered or given or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
- 31.2 Shall have communicated to any party or person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender, or for insurance purposes required by the Council); or
- 31.3 Shall have entered into any agreement or arrangement with any party or person as to the amount of any proposed tender so that that party or person shall refrain from tendering.

RETURN OF TENDER

- 32 Tenders must include only the documents detailed in paragraph 34. **Two hard copies** of the Tender, Conditions etc. priced and extended together with all information requested and all pages signed where required, shall be returned in a single envelope using the label supplied with unique tender reference **pkc/2009/02** to:-

Sheena Galloway

**Chief Executives Service
Perth & Kinross Council,
2 High Street
PERTH, PH1 5PH
E-mail: sgalloway@pkc.gov.uk
Telephone: 01738 475053**

Tenders lodged by facsimile will not be acceptable or considered.

33 Tenders must arrive no later than **5pm on Tuesday 3rd February 2009**.

Tenders received after the time and date stipulated will not be considered.

Key Dates for Tenderers – indicative timescale only:

Key Milestones	Scheduled Dates
Deadline for receiving queries from tenderers	Friday 23rd January 2009
Deadline for receiving tenders	Tuesday 3rd February 2009
Tenderers for interview stage selected and notified	Friday 13th February 2009
Assessment Interviews conducted	Friday 27th February 2009
Tenderers notified of outcome	Friday 6th March 2009
End of mandatory stand still period	Monday 16 March 2009 (10 days after decision notified)
Contract Award notice issued	Tuesday 17 March 2009
Debrief as required	Friday 20 march 2009

34 RETURN DOCUMENTS

Return documents must include;

**COMPLETED RETURNED DOCUMENTATION CHECKLIST
COMPLETED SPECIFICATION COMPLIANCE SCHEDULE
COMPLETED FORM OF TENDER
COMPLETED CERTIFICATE OF NON COLLUSION
COMPLETED METHOD STATEMENTS**

**COMPLETED TENDER QUESTIONNAIRE
COMPLETED PRICING SCHEDULE**

Please note that completed tender documentation MUST be returned in hard copy.
Any tender that is submitted in any other form will not be considered.

PART 4

SPECIFICATION OF REQUIREMENTS

Perth & Kinross Council Background

Perth & Kinross Council was established in 1996 and provides wide ranging services for its residents, schools, housing, refuse collection, recycling, environmental health, libraries, parks, transport, roads and lighting, social services, planning and building services and economic development.

The Council area is located at the heart of Scotland covering 5286 square kilometres, and is an area of outstanding natural beauty encompassing both highland and lowland landscapes. It is characterised by a diverse mix of rural and urban communities – from the main population centre of Perth and towns such as Blairgowrie, Crieff, Kinross, Auchterarder and Pitlochry, to extremely remote communities such as Kinloch Rannoch in the highland area.

At the 1991 Census, the population of Perth and Kinross was 126,323. Since then there has been sustained population growth, rising to 134,949 in 2001. The predicted population for 2016 is 143,650.

1. INTRODUCTION

Perth & Kinross Council is re-tendering 2 corporate publications: Perth and Kinross News, the Council newspaper and Inside News, the employee newsletter. The publications are to be produced to the remit the Council specifies. The contract will last two years in which time 4 newspapers and eight employee newsletters will be produced and delivered.

Dependent on the cost of external production of both publications, the Council may decide to produce the Inside News in-house.

Tenders are therefore invited for producing and delivering both publications, as well as the individual publications.

The two publications are:

Perth and Kinross News

The Council newspaper, Perth and Kinross News, is produced twice a year and 68,000 copies of the paper are to be distributed to homes and businesses through the area. The newspaper delivers a mix of positive news stories, useful service information and factual performance information. The newspaper is a full colour, 20 page publication.

Inside News

The employee newsletter, Inside News, is produced 4 times a year. It is to be produced in electronic format (pdf) with 1,500 hard copies to be produced for distribution, by the Council, to employees where appropriate.

2. OBJECTIVES

To contract a reliable tenderer who will:

- Produce high quality publications to deadline

- Produce high quality publications that also represent best value
- Reliably project manage the production and delivery of all publications as specified in the contract.

3. SCOPE

The successful tenderer will be expected to produce Inside News and/or Perth & Kinross News.

This will encompass:

- Project managing the production and delivery of the publications
- Providing a detailed timetable for the production of each publication and an annual timetable
- Researching and writing the publications
- Editing and proofing the publications
- Designing and printing the publications
- Sourcing or/and providing photography and graphics and ensuring appropriate permissions are in place for use of these
- Meeting a set advertising budget for the publications
- Overseeing and organising distribution

The Council will provide an article list and have full editorial control and approval of the publications. The successful tenderer will be expected to work closely on the publications with the Council via a designated contact from the Council.

4. CORPORATE PRINCIPLES

The publications will contribute to the following corporate objectives of Perth & Kinross Council:

- A safe, secure and welcoming environment
- Healthy caring communities
- A prosperous, sustainable and inclusive economy
- Educated, responsible and informed citizens
- Confident, active and inclusive communities

5. PUBLICATION REQUIREMENTS

In tendering for the contract, the supplier is indicating that they have the capacity and ability to deliver the following, and if awarded the contract they will deliver the following to the specifications outlined in this brief:

Perth and Kinross News, the Council newspaper (20 pages)

- The provider shall produce and print copies of Perth and Kinross News (herein after referred to as PK News) twice a year in accordance with the timescales specified by Perth & Kinross Council. The first edition within the contract duration is expected to be delivered to households in June 2009.
- For each issue of PK News a print run shall consist of 72,000.
- The PK News should have a magazine style ie A3 folded to A4, full colour.
- The provider shall arrange for a postal distribution of a copy of PK News to every household and business within the Council boundaries. All distribution will be completed to the dates specified by the Council.
- An electronic copy of the final publication should be provided to the Council.

Perth & Kinross Council's Employee Newsletter (12 pages)

- The provider shall produce and print copies of the employee newsletter (here in after referred to as EN) 4 times a year in accordance with the timescales specified by Perth & Kinross Council.
- For each issue of the EN a print run shall consist of 1500 copies and an electronic format (pdf)
- The EN is a full colour publication, magazine style ie A3 folded to A4, full colour
- The provider shall arrange for delivery of the copies of each edition of the EN to the Council buildings specified by the Council.

The brief that the successful tender will be required to meet also includes:

- Appointing a suitably qualified and experienced senior person within their organisation to project manage all Council publications at a strategic and day to day level
- Producing a realistic and detailed timescale for the production and distribution process of each publication and overall timetable for the production of all publications on an annual basis.
- Researching and writing the publication – thereby also committing to undertake the appropriate research necessary to ensure comprehensive and accurate articles are produced.
- Editing the publication (note editorial control will remain with the Council at all times)
- Designing and printing the publication to a high standard
- Sourcing or/and providing photography and graphics and ensuring appropriate permissions are in place for use of these (cost inclusive within the NET cost of the contract given)
- Inclusion of use of stock/copyright free photography in any quote/price given
- Providing proofs of the publication at each key stage of the production process and 2nd proofs if required
- Meeting the specified advertising target for each publication
- Ensuring a good balance between advertising and editorial is maintained – and that advertising content does not go above 20% of the content for any one publication
- Consulting with the Council on any advertisers secured with the option of the Council disallowing any unsuitable advertisers
- Ensuring a high quality of print production, on 100% recycled paper stock, for all publications and colours are consistent with those shown on proofs
- Ensuring a good quality of paper is used in print production for all publications including a good quality newsprint for Perth and Kinross News
- Overseeing and organising distribution of both publications
- The distribution of publications without the use of non-recyclable/bio-degradable materials
- Providing proof that successful delivery of the publication to all locations has been carried out by a reputable delivery agent (if one is used)

6. TENDER SPECIFIC REQUIREMENTS

Tenders are being invited from a range of providers who may wish to be considered for this contract. Interested parties are requested to tender in accordance with the tender documentation.

Tender specific requirements:

- Proof that advertising targets set for other recent publications were met and provide referees to confirm this if requested.
- Proof of capability to meet advertising targets identified
- Proof of successful delivery of other projects of similar scale and size
- Detailed description of how you would project manage this project
- Proof of capacity to successfully deliver a project of this scale on schedule
- Proof of experience of working on other local authority projects
- Written confirmation of any quote/price given including ensuring no 'hidden' or unforeseen costs are passed on to the Council
- Proof of research and copy writing skills
- Provision of a design concept for a local authority newspaper and employee newsletter that builds on the existing designs. The design concept should not have the name or brand/logo of the tenderer on it.
- CVs of all personnel likely to be working on the publications – to outline relevant experience, qualifications and skills.
- Sample of paper and print quality to be used in the finished publications
- Evidence of understanding of data protection issues especially in relation to photography and use of names/addresses
- Contact details for two former clients who will act as referees for similar projects (preferably in Scotland)
- Details of inputs you require/expect from Perth & Kinross Council
- Fees, expenses and schedules of payment.

The successful tenderer shall require to enter into a contract that complies with the Council's Contract Rules. The successful tenderer should therefore be willing to contract on terms that may be at variance with their standard terms and conditions.

7. CONTRACT PERIOD

1. The contract period will be initially for two years commencing 1st April 2009 or date as agreed for a period of 2 years.

8. PRICE REVIEW MECHANISMS*

2. All prices quoted by Tenders are to remain fixed and firm for a twenty four month period, starting from the commencement date of the Contract.
3. Any application by the Contractor for a price review following changes in legislation must be supported by a written explanation for PKC to consider.
4. No contract price increase shall come into effect without the written agreement of PKC

9. REFERENCES*

5. Tenderers are required to provide the names, addresses and contact details of at least two specific references in relation to the production and print of corporate publications.

6. Tenderers should provide details of the approximate value of the reference contracts and the level of services provided to these customers.

PART 5

SPECIFICATION COMPLIANCE SCHEDULE

Section Number	Specification Section Title	Tick to indicate compliance √
4	PRICE REVIEW MECHANISMS	
4	REFERENCES	
9	LEGISLATION REGULATION AND GUIDANCE	

Tenderers are required to indicate in the above schedule that you comply with the Specification of Requirements clauses marked with an *. You should do this by indicating with a √ that you have provided either a written statement or further information within your tender proposal document as requested in PART 4.

PART 6

FORM OF TENDER

Sir,

I/We, having carefully examined and considered the Invitation to Tender including, without limitation, the Specification of Requirements, the Instructions for Tendering, the Pricing Schedule, the Framework Agreement Terms and Conditions and in consideration of the Council considering this tender, do hereby offer to execute and complete the work required to meet the Specification of Requirements and to enter an agreement with the Council in the form of the contract terms and conditions **for the sum (VAT exclusive) specified in the attached Pricing Schedule, page 17.**

I/We agree that should obvious errors in arithmetic be discovered before acceptance of this offer in the Schedule of Costs submitted by me/us, these errors will be corrected.

I/We confirm that we are able to provide the services required to meet the Specification of requirements.

I/We agree that unless and until contract documents are executed and mutually delivered between the Council and ourselves, this Tender, together with the Council's written acceptance of it, shall constitute a binding contract between us and the Council.

I/We understand that the Council is not bound to accept any or the lowest Tender that it receives, however, will use the most economically advantageous tender as the basis to determine best value for the Council.

I/We declare that I/We have not discussed with or disclosed to anyone outwith my/our own firm the amount of this Tender and I/we have not received any information either directly or indirectly about the amount of any Tender being submitted for this contract by any other Tenderer(s).

I/We appreciate that failure to comply with the Conditions of the foregoing paragraph will invalidate my/our offer.

The tender remains open for consideration for a period of **90 days** from the date fixed for the lodgement tenders.

I/We hereby certify that I/We have and will continue to comply with the Conditions set out in the Contract Documents. In particular, I/We unconditionally and irrevocably undertake that:-

In the event of my/our tender being successful I/We will immediately upon being called upon to do so by the Council execute a formal Contract with the Council on the terms and conditions set out in the Contract Documents. Prior to the execution of that formal Contract my/our Tender and the Council's letter of acceptance will form a binding agreement which will be regulated in accordance with the Contract Documents.

In submitting this Tender I/We warrant that I/We are of sound financial standing, that I/We have sufficient working capital available and that I/We have full power and authority to enter into and carry out the Contract.

PART 7

CERTIFICATE OF NON-COLLUSION

TO PERTH AND KINROSS COUNCIL

The essence of selective tendering is that the Council shall receive bona-fide competitive tenders from all those tendering. In recognition of this principle, I/We certify that this is a bona-fide tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender or the rates, prices and percentages quoted by or in accordance with any agreement or arrangements with any other person.

I/We also certify that I/We have not done and I/We undertake that I/We shall not do at any time, before the hour and date specified for the return of this Tender any of the following acts:-

- a communicating to a person other than the Council, the amount or approximate amount of the proposed Tender.
- b entering into any agreement or arrangement with any other person that he shall refrain from tender as to the amount of any tender to be submitted.
- c offering or paying or giving or agreeing to pay or give any sum of money or valuable considerable 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 work any act or thing of the sort described above.

In this certificate, the word "person" includes any person and any body or association corporate or incorporate; and "any agreement or arrangement" includes any such transaction formal or informal, and whether legally binding or not.

Signed..... Status.....

For and on Behalf of.....

Date.....

Place.....

PART 8

INSTRUCTIONS FOR THE PREPARATION OF METHOD STATEMENTS

1. The tenders will be evaluated on the basis of a review and measurement of the general quality of the submission and the information detailed on the completed Method Statements, Tender Questionnaire, Specification Compliance Schedules and Pricing Schedules.
2. Tenderers must detail in the Method Statements how they intend carrying out this Service in order to comply with the requirements of this Contract and the Specification of Requirements. IE. Where a section of the Specification is marked with an *, Tenderers are required to provide either a written statement or further information within their tender proposal document.
3. Tenderers should note that failure to provide the information requested in the Method Statements may result in their tender being rejected.

METHOD STATEMENTS

PART 9

TENDER QUESTIONNAIRE

The information disclosed in this questionnaire will be used to assist in the tender evaluation process by establishing specific information and capabilities in respect of each individual Tenderer. Should any Tenderer be found to have provided “inaccurate” information, this will be reflected in the assessment scoring.

SECTION 1 – INSTRUCTIONS FOR COMPLETION

- 1.1 Please note that whenever used in this questionnaire, the term “Company” refers to a partnership or incorporated company as appropriate and the term “Tender Applicant” refers to the Company applying for inclusion in the tender process.
- 1.2 Unless instructed otherwise in this questionnaire, when answering please provide details relating specifically to the Tender Applicant, not to the whole group where the company tendering is part of a group.
- 1.3 Please answer all questions, continuing on a separate sheet of paper if necessary. Each such sheet and all supporting documents sent must clearly detail the numbers of the sections/questions they relate to.
- 1.4 The questionnaire must be fully completed even if you have previously submitted a questionnaire for another tender. Cross-referral to previous or other questionnaires is not acceptable as situations, and therefore content, will change.
- 1.5 In accordance with the Data Protection Act, it should be noted that the information provided may be recorded on a computerised data file. The computerised data file will be used within Perth and Kinross Council only.
- 1.6 **Do not** include or provide general marketing or promotional material relating to the Tender Applicant, either as answers to any of the questions detailed or for any other reason.
- 1.7 Queries regarding the questionnaire should be addressed to:
Sheena Galloway
Chief Executives Service
Perth & Kinross Council,
2 High Street
PERTH, PH1 5PH
E-mail: SGalloway@pkc.gov.uk
Telephone: 01738 475053

The Council will acknowledge queries, but reserves the right to respond or decline to respond to such queries and will circulate any resulting or other relevant information to **all** interested parties.

1.8 Modification of this document in any way other than detailing answers **is not** permitted. Any modification other than detailing answers may result in the Tender Applicant being excluded from further participation in the tender process.

SECTION 2 – COMPANY DETAILS AND INFORMATION

2.1 Company name, address and Registered Number. This must be the Company who will submit the tender.

Company Name :
Address :
Registered Number :

2.2 Details of any other relevant addresses. You should state, for example other premises from which you propose to administer the contract.

--

2.3 Name, position and contact details of the person submitting the tender proposal on behalf of the Company and to whom all correspondence relating to the tender should be addressed.

Name :
Position :
Address :
Telephone :
Email :
Fax :

2.4 Is the Tender Applicant a Partnership, Company or other body? Please specify.

--

2.5 Is the Tender Applicant a member of a group?

Yes / No (Please delete as appropriate)

2.6 If the answer to 2.5 above is yes, please detail the names and addresses of all the other members of the group, including the ultimate holding company and an organisational structure of the group. Where it is a partnership, please provide similar information.

2.7 Would the group or the ultimate holding company be prepared to guarantee, as its subsidiary, the Tender Applicant's contract performance?

Yes / No (Please delete as appropriate)

2.8 Does the Tender Applicant currently provide goods or services to Perth and Kinross Council?

Yes / No (Please delete as appropriate and if yes, please provide details)

2.9 Does any Director, Partner or member of staff of the Tender Applicant have any involvement in other companies who provide goods or services to Perth and Kinross Council?

Yes / No (Please delete as appropriate and if yes, please provide details)

2.10 Has any Director, Partner or member of staff of the Tender Applicant ever been a Member/Councillor of, or employed at a high level by, Perth and Kinross Council?

Yes / No (Please delete as appropriate and if yes, please provide details)

2.11 Does any Director, Partner or member of staff of the Tender Applicant have a relative(s) who is a Member/Councillor of, or is employed at a high level by, Perth and Kinross Council?

Yes / No (Please delete as appropriate and if yes, please provide details)

2.12 Please provide details of the Tender Applicant's professional memberships or associations, including external accreditations

SECTION 3 - PROFESSIONAL CONDUCT

3.1 Has any Director, Partner or member of staff of the Tender Applicant been involved in any Company that has been liquidated or gone into receivership?

Yes / No (Please delete as appropriate and if yes, please provide details)

3.2 Has any Director, Partner or member of staff of the Tender Applicant been convicted of a criminal offence relating to the conduct of your business or profession?

Yes / No (Please delete as appropriate and if yes, please provide details)

3.3 Please give details of any substantial outstanding claims or litigation against the Tender Applicant that might affect their financial standing.

3.4 Please confirm that full details of any outstanding claims or litigation detailed in 3.3 above will be available for inspection if requested.

Yes / No (Please delete as appropriate)

3.5 Is it the Tender Applicant's policy as an employer to comply with all statutory obligations under the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Age Discrimination Act 2006 and any Act, rule statement, code of practice, manual or other instrument or document amending or replacing these Acts, or equivalent legislation that applies in the countries in which your Company employs staff?

Yes / No (Please delete as appropriate)

SECTION 4 - FINANCIAL INFORMATION

General Financial

4.1 Name and position of the person responsible for the Tender Applicant's financial matters?

Name :
Position :

4.2 Please provide details of the last two years trading position as detailed in the Tender Applicant's audited accounts.

Year	Turnover	Net Profit/(Loss) Before Taxation

4.3 Please confirm that copies of all audited accounts and annual reports for the last two full years of trading as submitted to the Inland Revenue will be provided for inspection if requested. Copies including, but not restricted to:

Balance Sheet;

Profit & Loss Account or Income & Expenditure Account;

Full notes to the accounts;

Managing Partners or Director's Report and the Auditors Report.

Yes / No (Please delete as appropriate)

4.4 Please provide the name and address of your bankers, and confirm by means of a letter on your headed notepaper, signed by an authorised signatory, that we may obtain references from them. Details of the account to which payment will be made if your tender is successful should be detailed.

Name of Bank
Address
Sort Code
Account Name
Account Number

4.5 Please provide details of the email address to which our BACS Remittance Advice should be forwarded.

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Taxation

4.6 Is the Company registered for VAT?

Yes / No (Please delete as appropriate and if yes, please provide the Company's VAT Registration Number)

VAT Registration Number:

4.7 Where applicable, please provide a copy of the Company's current tax exemption certificate.

Copy Enclosed Yes / No (Please delete as appropriate)

Insurance

4.8 Please detail the Tender Applicant's insurance cover and a copy of every current insurance certificate **MUST** be provided with this questionnaire.

Insurer	
Policy Number	
Perils Insured	
Sum Insured	
Expiry Date	

4.8.1 Public Liability (Third Party) Insurance.

Insurer	
Policy Number	
Limit of Indemnity	
Does Policy contain an indemnity to Principal	
Expiry Date	

4.8.2 If the Tender Applicant's Public Liability Insurance cover is less than **£5,000,000** is the Tender Applicant willing to increase cover to **£5,000,000**

Yes / No (Please delete as appropriate)

4.9 Please provide full details of any successful claims in excess of **£50,000** made within the last three years against any of the Tender Applicant's above policies.

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SECTION 5 - TECHNICAL CAPACITY & ABILITY

The following questions are intended to indicate the general technical capacity and ability of the Tender Applicant.

5.1 Tenderers are required to supply Reference details as per Specification of Requirements, Section A5, paragraphs 12 and 13.

5.2 Has the Tender Applicant ever had a contract terminated or employment determined under the terms of a contract?

Yes / No (Please delete as appropriate and if yes, please provide details)

5.3 Have any of the Tender Applicant's contracts for this type of supply or service provision ended early by mutual agreement following allegations of default on the part of the Tender Applicant?

Yes / No (Please delete as appropriate and if yes, please provide details)



Quality Assurance

Perth and Kinross Council aims to provide services that consistently meet its customers' requirements in terms of the right place, at the right time, of the right quality, in the right quantity and at the right price, whilst doing so in compliance with all current regulatory requirements.

Please provide details of

A

Any Quality Management certification achieved



Equal Opportunities

Perth and Kinross Council aims to ensure equality of access, participation and outcome for all – regardless of gender, sexual/gender orientation, age, family status, political persuasion, and religion, disability, nationality or ethnic origin.

a) Do you currently have a policy statement on promoting equality of opportunity?

Yes/No

If yes, give details

b) Compliance with Equalities Legislation - Please detail below how your organisation complies with the following equalities legislation:

(i) The Equal Pay Act (1970 & 1983)

(ii) The Sex Discrimination Act (1975 & 1986)

(iii) The Disability Discrimination Act (1995 & 2000)

(iv) The Race Relations Act (1976 & 2000)

(v) The EU Equal Treatment Directives



Environmental Management

Please give details of any Environmental Policy, and/or ISO 14001 and/or EMAS certification and/or an Environmental Effects Register and/or any other form of environmental strategy?

Environmental Policy Yes / No

Please delete as appropriate and if yes, please provide a copy of the policy document

ISO14001 Yes / No

Please delete as appropriate and if yes, please provide a copy of the related certificate/documentation

EMAS Certification Yes / No

Please delete as appropriate and if yes, please provide a copy of the related certificate/documentation

Environmental Effects Register Yes / No

Please delete as appropriate and if yes, please provide details.

Does the Tender applicant subscribe to any environmental initiatives? Yes / No

Please delete as appropriate - if yes, please provide details

PART 10**PRICING SCHEDULE**

Please provide a breakdown of the following costs:

Item	Cost
Perth and Kinross News	
Cost for 4 copies of Perth and Kinross News over 24 months	
Total cost per issue of Perth and Kinross News	
Estimated breakdown of costs for an issue of Perth and Kinross News	
Minimum advertising revenue expected for Perth and Kinross News	
Cost per issue of Perth and Kinross News minus advertising income ie NET cost	
Inside News	
Cost for 8 copies of employee newsletter over 24 months	
Total cost per issue	
Estimated breakdown of cost for an issue	
Minimum advertising revenue expected for Inside News	
Cost per issue of Inside News minus advertising income ie NET cost	
Total cost of all publications for the two year contract	
Total cost of all publications less advertising income ie NET cost for two years	

PART 11

PERTH AND KINROSS COUNCIL GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Contract (which will be made in acceptance of a Tender either in whole or in part) the following terms shall have the following meanings:

- a) 'We', 'Us' and 'Our' means Perth and Kinross Council (PKC), constituted in terms of the Local Government etc (Scotland) Act 1994 and having its Principal Office at 2 High Street, Perth;
- b) 'You' and 'Your' means the person, firm or company to whom the purchase order is addressed/placed and any employees, sub-contractors or agents of said person, firm or company;
- c) "Council" means the Perth & Kinross Council, or successors or assignees;
- d) "Contractor" means the person, firm or company whose tender has been accepted by the Council and includes the Contractor's personal representatives, successors and permitted assignees;
- e) "the Administrator" - A nominated officer from Perth and Kinross Council;
- f) "the Authority" - The Perth and Kinross Council;
- g) "Authorised Officer" means the person specified in paragraph 30.2 of the Instructions to Tenderers for the time being or from time to time duly appointed by the Council to act as the representative of the Council for the purpose of the Contract and in default of such notification the Council's Executive Director, The Environment Service, or other person acting in this capacity;
- h) "the Service"- means the supply of Perth & Kinross News and Inside News in accordance with the Contract Specification of Requirements, Part C, Service Schedule and any modification thereto made pursuant to these Conditions;
- i) 'Goods', means the materials, articles, works and services described in the Contract
- j) "the Contract Documents" means - The Invitation to Tender, the documents referred to in it including the Specification of Requirements, the General Conditions of Contract/Purchase, the Bill of Quantities and the Pricing Schedules;
- k) "the Contract" means the terms and conditions under which the Contractor shall provide the Goods/Services in support of the Council's requirements. The Contract establishes the terms and conditions under which subsequent Purchase Orders may be placed on an 'as required' basis;
- l) "Purchase Order" means our Authorised Purchase Order either in electronic or paper format comprising General Conditions of Purchase. Specific requirements may be recorded on individual Purchase Orders which shall record any special supplements or amendments to the terms and conditions. Each Purchase Order shall be subject to the provisions of the Contract. Where such special supplements or amendments are recorded they shall take precedence over the terms and conditions recorded herein.
- m) "Commencement Date" means 1st April 2009 or such later date as specified in the Council's letter of acceptance to the Contractor.
- n) "Yearly Period" means a period of one year commencing on the Commencement Date and each anniversary thereof.
- o) 'Sale of Goods Act 1979' shall mean the Sale of Goods Act 1979 as amended.

2. Prices and Variations

- a) Prices are to remain fixed and firm for a minimum of 24 months starting from the commencement date of this Contract (NOTE The validity of the price in this Clause depends on the duration of the Contract; the Clause should provide for annual Contract Sum adjustments, for example, by RPI, where the duration is more than 1-2 years).

- b) Any application for price variation after this period shall be agreed in writing between the Contractor and the Authority, at least 60 days before the proposed implementation date of the variation. This variation should not be greater than RPI.
- c) If the Authority is not prepared to accept the price variation proposed by the Contractor, the Authority shall have the right to terminate the Contract, giving the Contractor at least 30 days notice in writing to expire not later than 90 days from the receipt of the application. In that event, the current prices shall remain in force until the date of the termination of the Contract.

3. Work on Site

- a) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You shall adhere in every respect to the obligations imposed on You by all current legislation, including Health and Safety, Employment, Sex, Race and Disability Discrimination, Data Protection and Human Rights.

4. Delivery

- a) The Contractor shall provide the Service as detailed in the Service Schedule, Part C, Specification of Requirements.

5. Acceptance and Inspection

- a) Officers of the Authority shall at all times have full power to monitor the Service including making of inspections in order to ascertain whether or not the Service is being performed in accordance with the Contract. Without prejudice to any other right or remedy available the Authority may suspend the Service in whole or in part, if any such inspections reveal that the Service is not being performed in accordance with the Contract.

6. Invoicing and Payments

- a) The Contractor shall be responsible for the submission of invoices/applications for payment every calendar month fully detailing the Service undertaken.
- b) Applications for payment shall be checked by the Administrator for accuracy, and to ensure that payments claimed are for completed and authorised work only.
- c) Payment shall be made within 30 days of the date of the invoice/application for payment.
- d) All payments will be made in sterling unless otherwise agreed in writing with the Authority.
- e) The preferred method of payment to the Contractor would be by way of the Bank Automated Clearing System (BACS).

7. Sufficiency of Tender

- a) The Contractor shall be deemed to have made all necessary enquiries to satisfy themselves before submitting this tender as to the correctness and sufficiency of his rates and prices which shall cover all his obligations under the Contract.

8. Documents Mutually Explanatory

- a) Except as otherwise expressly provided the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall in the first instance be resolved by the Authorised Officer and who shall then inform the Contractor in writing of his/her opinion. Where the Contractor disputes the opinion of the Authorised Officer the matter shall be referred to the Council's Executive Director, The Environment Service (or other person acting in this capacity) and the Supplier's Managing Director for consideration and adjudication.

9. Time of the Essence (where applicable)

- a) Provision of the Service under this Contract shall be of the essence. If the Supplier fails to provide the Service in accordance with the Contract/Purchase Order, the Council shall have the right to purchase such Service elsewhere and charge the Supplier for any extra expense that it may incur.

10. Breach/Default/Termination

- a) If the Contractor shall fail to provide the Service, before the date or time specified, or shall supply a Service of unsatisfactory quality or the Contract is suspended in pursuance to Clause 5. above, the Authority without prejudice to any other remedy for breach of Contract it may have, shall be at liberty to determine the Contract either wholly or in part and to make arrangements for other Services of the same or similar description to be provided to support the Authority's

- operation. The amount of any loss sustained by the Authority shall be recoverable from and paid by the Contractor to the Administrator forthwith;
- b) the Authority shall be empowered to cancel the Contract and recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor is found guilty of any practice considered by the Authority to be improper or corrupt. This clause covers such activities as inducements or gifts and acts prohibited by the Prevention of Corruption Acts, 1889 – 1916 and the Local Government Act 1972, Sections 117(2) and (3). The Authority's decision on these matters is final;
 - c) the Authority shall be empowered to terminate the Contract:
 - i. if the Contractor commits a breach of any of its obligations under the Contract;
 - ii. if the Contractor becomes bankrupt, or makes composition or arrangement with his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986, or any other circumstances which give the Authority reasonable doubt over the financial stability of the Contractor; or
 - iii. if the Contractor submits price variations that are unacceptable to the Authority (see Clause 2.c).
 - d) If this Contract is terminated as provided in the above Clause the Authority shall:
 - I. cease to be under any obligation to make further payments due to the Contractor hereunder or otherwise from the Authority until the costs, loss and/or damage to the Authority resulting from or arising out of the termination of this Contract have been calculated and provided such calculation shows a sum due to the Contractor;
 - II. be entitled to deduct from any sum or sums, which would, (but for clause 10. d) i, have been due from the Authority to the Contractor or to be entitled to recover the same from the Contractor as a debt, any loss or damage to the Authority resulting from or arising out of termination of this Contract.

11. Indemnity

The Contract shall indemnify the Authority in respect of:

- a) Any liability which may be imposed on the Authority under any Act of Parliament or Common Law in respect of personal injury to any person, whether employed by the Authority or not, occasioned by or in consequence of the performance of this Contract;
- b) Any damage or injury to the property of the Authority by the Contractor, his workmen or agents; and
- c) Any damage or loss sustained by any person or organisation arising from the act, error or omission of the Contractor, his workmen or agents.

12. Insurance

- a) The Contractor shall adequately insure and maintain such insurance against the liabilities referred to in Clause 11. for the duration of this Contract including public liability insurance cover of at least £5 million (five million pounds Sterling).

13. Remedy on Contractor's Failure to Insure

- a) If the contractor shall fail, upon request, to produce to the Council satisfactory evidence that there is in force any insurance he is required to effect under the terms of the Contract then the Council may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and, from time to time, deduct the amount as paid by the Council as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt from the Contractor.

14. Assignment and Sub-Letting

- a) The Contract shall not be assigned by You nor sub-let as a whole. You shall not sub-let any part of the Contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. You shall be responsible for all work done and Services supplied by all sub-contractors.

15. Corrupt Gifts and Collusion

- a) In connection with this or any other Contract between You and Us You shall not give, provide, or offer to Our staff, members or representatives any gratuity, bonus, discount, consideration or bribe of any kind whatsoever. In the event of any breach of this Condition, We shall, without prejudice to any other rights We may possess, be at liberty forthwith to terminate this and any other Contract and to recover from You any loss or damage which we may thereby sustain. Your attention is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916. You shall not fix purchase or selling prices or other trading conditions with any agreement or arrangements with any other person. Without prejudice to the foregoing generality, you shall comply with the terms of the Competition Act 1998.

16. Waiver

- a) A failure by us at any time to enforce any provision of the Contract shall in no way affect our right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

17. Severance

- a) If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at the discretion of the Authority, the provision may be severed from this Contract.

18. Health and Safety

- a) The Services carried out by the Contractor shall comply with the provisions of the Health and Safety at Work Act 1974 the requirements of the Management of Health and Safety at Work Regulations 1999 and all other relevant legislation or codes of practice.
- b) The Contractor is required to have monitoring and inspection arrangements in place to meet their responsibilities under this Clause, and may be required to show representatives of the Authority documentation to prove that procedures have been carried out in accordance with the legislation and codes of practice.
- c) The Contractor is required to exercise the utmost care in providing the Service and should be particularly aware of the need to avoid any dangers to the Authority's staff and the general public whilst operating the Service.

19. Notice

- a) All notices and communication required to be sent by You or Us in this Contract shall be made in writing and sent by first class mail , email or faxed and if sent to You, sent to Your registered or head office and it shall be sent to the Service specified on the Purchase Order unless or until you are requested to correspond with any other Service of the Council.

20. Force Majeure

- a) Neither party shall be liable for any default due to an act of God, civil emergencies or unforeseen events.

21. Amendment

- a) Notwithstanding any other of the Clauses in this Contract, no addition alteration or substitution of these conditions will bind Us or form part of the Contract unless and until accepted in writing by Our Authorised Officer.

22. Law

- a) This Contract shall be subject to Scots Law and the jurisdiction of the Scottish Courts.

23. Notification of Accidents

In the event of any injury to persons other than his Employees, occurring as a result of performing the Service, or in the event of a "Major Inquiry" accident or a "Dangerous Occurrence" as specified in the Reporting of Injuries, Diseases or Dangerous Occurrences Regulations 1985, the Contractor must notify the Council, of such accidents or occurrences, as soon as is practicable and in any event within 24 hours.

24. Observance of Statutory Requirements

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract and shall indemnify the Council accordingly.

25. Duty of Care And E.U. Regulations

The Contractor shall, in particular and at all times, comply with the Duty of Care requirements of Section 34 of the Environmental Protection Act 1990, the Environmental Protection (Duty of Care) Regulations 1991 and the Special Waste Regulation 1996. Waste transfer notes must be completed and retained in accordance with the Regulations.

26. Confidentiality and Data Protection

1) Subject to Clause 26(2), both parties shall treat as strictly confidential all information received or obtained as a result of entering into, or performing this Contract, which relates to the provisions of this Contract, and/or any document or Contract entered into pursuant to this Contract

2) Either party may disclose any confidential information if, and to the extent the disclosure is:

required by law, or by any securities exchange or regulatory or governmental authority to which either party is subject, or submits, wherever situated. In particular, the contractor notes the Council's future obligations under the Freedom of Information (Scotland) Act 2002. The Contractor shall comply with this legislation in so far as it places obligations upon the Contractor in the performance of its obligations under the Contract. The Contractor will facilitate the Council's compliance with the Council's obligations under these provisions and comply with any requests from the Council for that purpose. The Contractor notes that the Council may be required to provide information relating to this Contract or the Contractor to any person on request in order to comply with its obligations under these provisions.

Either party may, in addition, disclose any confidential information if and to the extent the disclosure is:

- (a) required to vest in that party the full benefit of this Contract
- (a) disclosed to professional advisers, auditors or bankers of that party
- (b) of information that has already come into the public domain through no fault of that party
- (c) of information which is already lawfully in the possession of that party as evidence by its' or its' professional advisers written records and which was not acquired directly or indirectly from the other party to whom it relates
- (d) approved by the other party in writing, in advance, that approval not to be unreasonably withheld or delayed.

provided that any information disclosed pursuant to paragraph (a) of this Clause 26 shall be disclosed only after notice to the other party, and the disclosing party shall take reasonable steps to co-operate with the other party regarding the manner of that disclosure (or any action which any of them may reasonably elect to take to challenge legally the validity of that requirement).

3) The Contractor shall, with respect to all aspects of the contract, comply fully with the terms of the Data Protection Act 1998.

27. Discrimination and Ombudsman Investigations

1) The parties shall, at all times, observe a policy of equal opportunities in employment for all workers regardless of race, sex, marital status, age or disability and shall comply with the requirements of the Race Relations Act 1976, Sex Discrimination Act 1975, the Equal Pay Act 1970 and the Disability Discrimination Act 1995 and all other applicable legislation from time to time. The parties shall take all steps to secure the observance of these provisions by all servants, employees or agents of the parties employed in the execution of this Contract.

27. Euro

If the United Kingdom becomes a participating member state for the purposes of European Monetary Union and so the Euro becomes the lawful currency of the United Kingdom, then:

- 1) that shall not affect the validity of this Contract or the rights or obligations of the parties under it, nor shall it give any party the right to alter or terminate this Contract unilaterally: and
- 2) with effect from the date on which it occurs any amount referred to in the Contract in Sterling shall be re-denominated in Euros at the rate and in the manner determined by relevant legislation.

28. Whole Agreement

- a) Each party acknowledges that this agreement contains the whole Contract between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents.

29. Work on Our Premises

If the Contract involves any works or services which You perform on Our premises then the following conditions shall apply,

- a) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You shall adhere in every respect to the obligations imposed on You by all current legislation, including Health and Safety, Employment, Sex, Race and Disability Discrimination, Data Protection and Human Rights.
- b) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You shall comply with any policies of the Council that We may notify to You in writing.

30. Delivery

- a) The Goods shall be properly addressed, packed, secured and despatched at Your own expense to arrive in good condition at the time or times and the place or places specified in the Contract.
- b) If You or Your carrier deliver any Goods at the wrong time or to the wrong place then We may deduct from the Price any resulting costs of storage or transport.
- c) **Late Delivery**
If the Goods or any part of them are not delivered by the time or times specified in the Contract then We may by written notice cancel any undelivered balance of the Goods. We may also return for full credit and at Your expense any Goods that in Our opinion cannot be utilised owing to this cancellation. In the case of services, We may provide and perform or employ other persons to provide and perform the services or part there of which you have failed to deliver and any additional costs reasonably so incurred shall be at Your expense. This shall not affect any other rights that We have.

31. Property and Risk

- a) You shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- b) Ownership of the Goods shall be passed to Us;-
When the Goods have been delivered to the correct address but without prejudice to Our right of rejection under this Contract: and If We make any advance or stage payment, at the time such payment is made, in which case You must as soon as possible mark the Goods as Our property.

32. Your Warranty

It is expressly agreed between Us that:

- a) You shall promptly make good at Your expense any defect in the Goods that We discover under proper usage during the first of 12 months of actual use or 18 months from the date of acceptance by Us whichever period shall expire first. Such defects may arise from Your faulty design, Your erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of Your obligations whether in this Contract or by law.
- b) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by Us.
- c) You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

33. Articles and Loan and Use of Information

- a) All tools, materials, drawings, specifications and other equipment and data ('the Articles') loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the Articles will be made without the consent in writing of Our Authorised Officer. Until You return all the Articles to Us they shall be at Your risk and insured by You at Your own expense against the risk of loss, theft, or damage. Any loss of or damage to such Articles shall be made good by You at Your expense. All scrap arising from the supply of such Articles must be disposed of at Our discretion and all proceeds of sales of such scrap must promptly be paid to us in full.
- b) Any information derived from Our property or otherwise communicated to You in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of Our Authorised Officer, be published or disclosed to any third party, or made use of by You except for the purpose of implementing the Contract.