

**Dated**

**16 AUG 2017**



**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ISLINGTON**

**and**

**NSL LTD**

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF  
PARKING ENFORCEMENT SERVICES**

**Contract reference: 1516-1077**

**Director of Law and Governance  
Resources Directorate  
Islington Council  
7 Newington Barrow Way  
Islington  
London N7 7EP**





# ISLINGTON

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**SECTION I – FORM OF AGREEMENT**

**THIS FRAMEWORK AGREEMENT** is made on the [REDACTED]

between

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of the Town Hall, Upper Street, London N1 2UD (hereinafter called "**the Buyer**")

and

**NSL LTD** whose registered office is at 4<sup>th</sup> Floor, The Urban Building, 3-9 Albert Street, Slough SL1 2BE (company registration number 06033060) (hereinafter called "**the Supplier**")

(hereinafter collectively called "**the Parties**" and independently called "**the Party**")

**WHEREAS:**

- A. The Buyer is a local authority as defined by section 270 of the Local Government Act 1972 and has a duty under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvements in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
- B. The Buyer requires the provision of the Services.
- C. The Buyer intends establishing a framework agreement for procuring the Services. Following a tendering procedure, the Supplier has been appointed to perform the Services at the discretion of the Buyer in accordance with the terms and conditions contained in this framework agreement.

**NOW THEREFORE** it is agreed between the Parties as follows:

- 1. This Contract incorporates:
  - Section I - Form of Agreement
  - Section II - Terms and Conditions, including the Schedules
- 2. Subject to the terms of this Contract, the Supplier shall perform the Call-Off Services specified in each Call-Off and the Buyer shall pay the Call-Off Price applicable to each such Call-Off.
- 3. The Contract shall take effect on the Commencement Date and shall continue for the duration of the Contract Period.

**IN WITNESS** whereof this Contract has been executed as a deed by each of the Parties on the day and year first above written [REDACTED]

The common seal of  
**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ISLINGTON** [REDACTED]

was affixed hereto in the presence of: )

[Redacted]

.....  
Authorised signatory

[Redacted]

Executed as a deed on behalf of  
**NSL LTD**  
by its authorised signatories:

(1) [Redacted]

.....  
Director (signed)

[Redacted]

.....  
Print Name

(2) [Redacted]

[Redacted]

.....  
Print Name



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## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract the following expressions shall (save where the context may otherwise require) have the following meanings:

**“2000 Act”**

means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;

**“Authorised Officer”**

shall be the person or persons notified by the Buyer to the Supplier pursuant to Condition 8;

**“Best Value”**

means the Buyer's duty to ensure continuous improvement in the way in which its functions are exercised having regard to:

- (a) economy, efficiency and effectiveness as that duty is defined in the Local Government Act 1999, all subsidiary legislation and Government guidance made thereunder and relevant Technical Releases of the Audit Commission; and
- (b) the Buyer's independent objectives including (but not limited to) performance of equality, environmental welfare and regeneration;

each of which shall be considered and assessed with regard to every element of the Services;

**“Buyer's Guidelines”**

shall include relevant rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards of the Buyer (including but not limited to the Constitution of the Buyer) as set out or referred to in the Specification and the Tender Documents or being reasonably notified to the Supplier by the Buyer or the Authorised Officer from time to time, as any of the same may from time to time be reasonably amended by the Buyer and notified to the Supplier;

**“Call-Off”**

means an order which may be placed by the Buyer with the Supplier from time to time, calling off such Services as the Buyer may require, in the form set out in Schedule 2;

**“Call-Off Price”**

means the price to be paid in respect of any Call-Off based on the Call-Off Services to be delivered thereunder to be calculated in accordance with the Charges;

**“Call-Off Services”**

means the tasks or work selected from the range of Services specified in any particular Call-Off;

**“Charges”**

means the charges set out in Schedule 5, which are used to calculate the Call-Off Price;

**“Commencement Date”**

means [REDACTED] or such other alternative date as may be agreed between the Parties in writing;

**“Conditions”**

means these terms and condition as set out in this Section II – Terms and Conditions;

**“Confidential Information”**

means Information, data and material of any nature which either Party may receive or obtain in connection with the Contract and:

- (1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or
- (2) the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or
- (3) the disclosure of which by the Buyer would constitute a breach of confidence actionable by the Supplier or a third Party; or
- (4) which constitutes a trade secret;

**“Contract”**

means this framework agreement concluded between the Buyer and the Supplier, comprising Section I – Form of Agreement, these Conditions and the Schedules;

**“Contract Manager”**

shall be the person appointed as contract manager by the Supplier in accordance with Condition 9 (Contract Manager) or (in the event of the Contract Manager’s temporary absence from work) that person’s deputy also appointed in accordance with Condition 9 (Contract Manager);

**“Contract Period”**

means the period referred to in Condition 3 (Commencement and Contract Period);

**“Core Services”**

means those Services described as such in the Specification;

**“DPA”**

means Data Protection Act 1998;

**“Directive”**

means the European Acquired Rights Directive 77/187;

**“Environmental Information Regulations”**

means the Environmental Information Regulations 2004;

**“Expert”**

means the person appointed by the mutual agreement of the Parties, or in accordance with Condition 21, the cost of whose appointment shall be equally borne by each Party subject to the provisions of Condition 21;

**“Force Majeure”**

shall include an event referred to in Condition 33 of these Conditions;

**“Health and Safety Guidelines”**

means all rules, procedures and requirements concerning health and safety at work notified to the Supplier by the Buyer from time to time;

**“Information”**

means information as defined in section 84 of the 2000 Act;

**“Intellectual Property Rights”**

shall include the rights of ownership in respect of all manner of intellectual property rights (including, without limitation, patents, trade marks and service marks, copyright and design rights) and know-how as set out in Condition 26 (Copyright and Intellectual Property);

**“Key Performance Indicators”**

shall include (where applicable) the indicators by which the Supplier's levels of performance of the Services is to be measured as set out in the Tender Documents as amended from time to time by the agreement of the Parties whether following a Best Value Review, a review required pursuant to the Race Relations Act 1976 (as amended) and other applicable legislation or otherwise;

**“Legislation”**

shall include all Acts of Parliament and statutory regulations, instruments or orders, court decisions or judgements having the force of law and codes of practice issued thereunder and all European Union legislation applicable for the time being, as any of the same may be amended or interpreted from time to time;

**“Location”**

shall include any premises at which the Services are to be provided including any land and/or premises;

**“London Living Wage”**

means the basic hourly wage of [REDACTED] before tax, other deductions and any increase for overtime) as may be updated from time to time by the Greater London Council;

**“Longstop Service End Date”**

means the date falling 7 years after the date of this Contract;

**“New Joiner(s)”**

shall include a person who is employed by the Supplier after the Transfer Date to undertake the Services;

**“Non-Core Services”**

means those Services identified as such in the Specification;

**“Parking User”**

shall include any recipient of the Services or any part thereof;

**“Participating Organisation”**

means an organisation identified by the Buyer during the procurement of this Contract as being eligible to use this Contract;

**“PIDA 1998”**

means the Public Interest Disclosure Act 1998;

**“Prescribed Rate”**

means the rate of interest payable by either Party when in default of its payment obligations hereunder being three per cent. [REDACTED] above the base rate for the time being of the Co-operative Bank plc;

**“Prohibited Act”**

has the meaning set out in Condition 31.1;

**“Quality and Environmental Management Systems”**

shall include the system of operating and controlling the performance of the Services adopted by the Supplier under Condition 11;

**“Regulations”**

means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**“Relevant Review Date”**

means quarterly on such dates as may be agreed between the Parties;

**“Request for Information”**

shall have the meaning set out in section 8 of the 2000 Act or any apparent request for Information under the 2000 Act or the Environmental Information Regulations;

**“Schedule”**

means a schedule to these Conditions;

**“Service(s)”**

means the services (including but not limited to the Core Services and the Non-Core Services) described in the Tender Documents or such of them as may from time to time remain the subject of this Contract;

**“Service Data”**

Means data and/or information howsoever stored which is compiled in relation to all or any of the Services or part thereof;

**“Specification”**

means the specifications set out in Schedule 1 as may be varied by the Buyer from time to time in accordance with Condition 7 (Variation of Services);

**“Tender Documents”**

means the documents contained in Schedule 1 (Buyer's Specification), Schedule 1A (Supplier's Tender Response) and Schedule 5 (Pricing Schedule);

**“Termination”**

has the meaning set out in Condition 28.1;

**“Transfer Date”**

means the date of transfer of employment of any of the Transferring Employees;

**“Transferring Employee(s)”**

means an employee of any person (including the Buyer) whose contract of employment becomes, by virtue of the application of the Regulations in relation to what is done for the purposes of carrying out the contract between the Buyer and the Supplier, a contract of employment with some other person;

**“Value For Money Review”**

means a review carried out by the Buyer pursuant to Best Value encompassing the requirement to challenge, compare, consult and compete under Condition 18 (Best Value Review);

**“Value For Money Review Date”**

means in respect of each and every element of the Services (considered individually and as a whole) the date(s) for Best Value Review(s) which the Buyer considers in its discretion to be appropriate to ensure Best Value is achieved;

**“Variation”**

means a variation to the Contract made by notice by the Authorised Officer to the Supplier in accordance with Condition 7 (Variation of Services);

**“Whistleblowing Policy and Guidelines”**

means the policy and guidelines issued and updated from time to time by the Buyer (which are available on its website) in relation to



the issue of whistleblowing including the Buyer's Whistleblowing Policy and Procedure' as amended from time to time;

**"Working Day"**

means Monday to Friday excluding bank and public holidays.

- 1.2 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.3 Where the Supplier is more than one person those persons shall be jointly and severally liable under the Contract.
- 1.4 Words importing individuals shall also include reference to incorporated and unincorporated associations and vice versa.
- 1.5 Words importing the masculine gender shall include the feminine gender and vice versa.
- 1.6 The headings in this Contract are for ease of reference only and do not affect its interpretation or construction.
- 1.7 All stipulations of the Contract as to time shall be of the essence (except any stipulations as to the time of payment by the Buyer to the Supplier).

**Conflict or inconsistency**

- 1.8 In the event of any conflict or inconsistency between the Contract and any Call-Off on matters not related to prices, the provisions of the Call-Off shall take precedence to the extent of such conflict or inconsistency.
- 1.9 In the event of any conflict or inconsistency between the Contract and any Call-Off on matters related to prices, the Contract shall take precedence over the Call-Off to the extent of such conflict or inconsistency.
- 1.10 In the event of any conflict or inconsistency between the Conditions and the Schedules, the order of priority shall be as follows:
  - (a) the Conditions;
  - (b) Schedule 1 (Specification);
  - (c) Schedule 5 (Pricing Schedule);
  - (d) Schedule 1A (Tender Response);
  - (e) All other Schedules.

**2. FORM OF CONTRACT AND CALL-OFFS**

- 2.1 On each occasion that the Buyer wishes to engage the Supplier to deliver Services under this Contract, the Supplier will place a Call-Off in accordance with this Condition 2.
- 2.2 The Supplier acknowledges and agrees that nothing in this Contract:
  - 2.2.1 shall require the Buyer to purchase any Services whatsoever from the Supplier during the Contract Period; or

- 2.2.2 shall prevent or fetter the Buyer's absolute right to purchase supplies or services of a similar nature to the Services from any alternative supplier as it sees fit.
- 2.3 Subject to Condition 2.4, if during the Contract Period, the Buyer submits an Call-Off to the Supplier, the Supplier shall, upon receipt of such Call-Off, be deemed to have accepted contractual liability to perform and deliver the Call-Off Services thereunder in accordance with this Contract and the terms of the Call-Off.
- 2.4 Where a Call-Off is contrary to or outside the scope of the Tender Documents, the Supplier may notify the Buyer of its objection to performing the Call-Off within two (2) working days of receipt of the Call-Off. Thereafter the parties shall attempt to resolve the dispute by agreement. If the dispute is incapable of resolution it shall be resolved in accordance with Condition 21 hereof.
- 2.5 Each Call-Off shall be in writing and shall be substantially in the form set out in Schedule 2. Each Call-Off shall state:
- 2.5.1 the Call-Off Services to be carried out to complete the Call-Off;
- 2.5.2 the date or period for completion of the Call-Off or an agreed method for calculating the same, timing for the performance of which shall be of the essence;
- 2.5.3 the Call-Off Price or an agreed method for calculating the Call-Off Price; and
- 2.5.4 the duration of the period during which Call-Off Services and/or Services are to be carried out pursuant to the Call-Off (provided that all and any Services to be provided under this Contract shall end by not later than the Longstop Service End Date).

#### **Sufficiency of Information**

- 2.5 Subject to the Buyer's warranties contained in this Contract, the Buyer does not warrant the accuracy of any representation or statement of fact or law given to the Supplier by the Buyer, its servants or agents at any time before the execution of this Contract and the Buyer shall not be liable to the Supplier for any loss or damage which the Supplier may sustain as a result of relying on any such representation, statement, information or advice whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, save in so far as the relevant representation, statement, information or advice was made or given fraudulently.

#### **Standing Orders of the Buyer**

- 2.6 The Contract shall be subject to the Buyer's Guidelines current from time to time, the contents of which the Supplier acknowledges it has had sight of and is fully aware of their contents.

### **3. CONTRACT PERIOD**

- 3.1 The Contract Period shall be from the Commencement Date and subject to prior termination in accordance with the Conditions shall continue for

years until

2021.



3.2 During any extension pursuant to condition 3.1 the Charges will remain the same, subject to any adjustments made pursuant to any Variations agreed during the Contract Period.

#### **4. SUPPLIER'S OBLIGATIONS**

4.1 The Supplier shall carry out and complete the Call-Off Services in compliance with the Contract and the terms of each of the relevant Call-Offs.

4.2 At all times, the Supplier shall provide the Services with due skill, care and diligence, with the utmost good faith, in accordance with all Legislation and any reasonable written instructions issued by the Authorised Officer.

4.3 The Supplier shall ensure that files, books and records in respect of the provision of the Service are kept for a period of six years after expiry of the Contract Period to the extent:

4.3.1 required by the Conditions, the Specification and/or law and/or any regulations applicable to the Buyer;;

4.3.2 required to record details of any and all monies collected on behalf of the Buyer; and

4.3.3 otherwise reasonably required ensuring the Service is provided in a proper and timely fashion.

4.4 The Supplier shall at all times during the provision of the Service allow the Authorised Officer and such persons as may from time to time be nominated by the Authorised Officer access to:

4.4.1 all work places and locations used by the Supplier for the purposes of inspecting works being performed for the provision of the Service;

4.4.2 all work places and locations used by the Supplier for the purposes of inspecting records and documents in the possession, custody or control of the Supplier in connection with the provision of the Service;

4.4.3 any personnel or agent of the Supplier for the purposes of interviewing such persons in connection with the provision of the Service; and

4.4.4 technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Service.

4.5 The Supplier shall by a term in any sub-contract (duly authorised by the Buyer in accordance with Condition 29.2) secure a similar right of access for the Buyer and its auditors for the purpose of conducting any audit investigation of the Contract.

4.6 The Supplier shall at all times comply with the Buyer's Guidelines referred to under Condition 2.6 and any relevant financial regulations.

4.7 Not used.

4.8 The Supplier shall provide each year to the Authorised Officer a copy of its

audited accounts within three months of the relevant accounting reference date subsequent to those provided in accordance with any tender requirements.

- 4.9 The Supplier shall not advertise the fact that it is providing Services to the Buyer under this Contract other than with the prior written permission of the Buyer.
- 4.10 The Supplier shall at all times provide, maintain, replace (as necessary) and insure all equipment (including software) used for the performances of the Services.
- 4.11 The Supplier shall not in any way whatsoever be, act or hold itself out as an agent of the Buyer nor make representations or warranties on behalf of the Buyer and the Supplier undertakes to contract with the Buyer as principal and not as agent.
- 4.12 Notwithstanding the generality of condition 4.2 above, the Supplier shall take all reasonable steps to minimise any nuisance or annoyance to any Parking User or member of the public.

## **5. PERFORMANCE OF THE SERVICES**

- 5.1 The Supplier's performance shall be monitored by the Buyer and shall in particular be measured on the basis of the Key Performance Indicators (where applicable) and on the level of compliance with the Specification. In the event of a failure on the part of the Supplier to achieve the Key Performance Indicators, then (without prejudice to any other right or remedy available to the Buyer under this Contract), the Buyer shall be entitled to reduce the Call-Off Price(s) payable in relation to any relevant Call-Off.

## **6. MONITORING OF THE SERVICES**

- 6.1A The Supplier and the Buyer will meet at the discretion of the Buyer to review the progress of Call-Offs.
- 6.1B Within two weeks after the end of each month during the Contract Period, the Supplier shall supply to the Buyer a report giving details of all outstanding Call-Offs, indicating which are in progress, which are not yet in progress, and the delivery schedule.
- 6.1C Within two weeks of the end of each three month period, the Supplier will produce an analysis of invoiced Call-Offs broken down by item and by Authorised Officer (where more than one Authorised Officer is involved).
- 6.1 The Parties shall meet on the Relevant Review Date(s) at premises to be agreed between them throughout the Contract Period in order to agree upon any issues which are outstanding and/or require review and to ensure compliance by the Supplier with any monitoring arrangements or monitoring exercise that may be reasonably instigated or required by the Buyer.
- 6.2 The Supplier shall keep and maintain such data and information, and shall provide such assistance to the Buyer, as the Buyer may reasonably require to enable the Buyer to complete all official returns, including (where applicable)

but without limitation (provided the nature of such data and information and the format for the same has been agreed by the Parties at the last Relevant Review Date):

- 6.2.1 [not used]
- 6.2.2 returns to the Chartered Institute of Public Finance and Accountancy;
- 6.2.3 information required by the Audit Commission;
- 6.2.4 information required for the purposes of compliance with Best Value Reviews, Best Value performance plans and inspections; and
- 6.2.5 information required in order to ensure compliance with the Race Relations Act 1976 (as amended), other applicable legislation and generally to ensure conformity with obligations contained in **Condition 23 (Unlawful Discrimination and Equal Opportunities)**.
- 6.3 The Supplier shall additionally provide such data and information as the Buyer from time to time may reasonably require to permit the Buyer to complete management reports (whether of a regular, cyclical or ad hoc nature) on the performance of the Services.
- 6.4 The Supplier shall at all times during the currency of the Contract allow the Authorised Officer and such other persons (including representatives of other public bodies or agencies) as may from time to time be reasonably nominated by the Authorised Officer access on reasonable notice (save in the case of emergency or for statutory or audit purposes where no notice shall be required) to all offices and places of work used by the Supplier for the purposes of monitoring and inspecting work being performed pursuant to the provision of the Services and any or all records and documents in the possession, custody or control of the Supplier in connection with the provision of the Services.

## **7. VARIATION OF THE SERVICE**

- 7.1 The Buyer may from time to time require changes to the Specification and accordingly the Authorised Officer may, upon giving seven days' written notice thereof to the Supplier (or such other period as may be agreed between the Parties), issue instructions to the Supplier to do all or any of the following:
  - 7.1.1 to perform the Service or any part thereof in such a manner as the Authorised Officer may reasonably require, provided that a requirement to perform the Service in accordance with the Specification (as it may have already been varied in accordance with a previous Variation) shall be a required for due compliance and shall not be Variation;
  - 7.1.2 to provide such services additional to the Service (including at additional locations), as the Authorised Officer may reasonably require, provided that such additional services shall be the same type or similar to the Services referred to in the Specification; and
  - 7.1.3 to vary temporarily or permanently the Services or the Specification or any part thereof.

No Variation pursuant to this Condition shall vitiate the Contract.

- 7.2 The value of all Variations shall be agreed between the Authorised Officer and the Supplier in accordance with the following principles:
- 7.2.1 where services are of similar character and executed under similar conditions to Services priced in the pricing documents the Variation shall be valued at such rates and prices contained therein as may be applicable;
- 7.2.2 where the Variation involves work that is not the same as or of similar character to or not executed under similar conditions to the Service, the rates and prices in the pricing documents shall be used as the basis for valuing such Variation in so far as may be reasonable and otherwise a fair valuation shall be made by the Authorised Officer.
- 7.3 In the event of any dispute as to the value of any Variation or additional work or as to whether any Variation or additional work should give rise to any increase or decrease in the Contract Price, the decision may be dealt with in accordance with the provisions of **Condition 21 (Dispute Resolution and Expert Determination)**.

## **8. BUYER'S AUTHORISED OFFICER**

- 8.1 The Buyer shall notify the Supplier of the person or persons appointed to be the Authorised Officer or Officers (and of any variation of such nominee).
- 8.2 The function of the Authorised Officer shall be to liaise with and give instructions to the Supplier (including the making of Call-Offs under this Contract) and its personnel in relation to all matters concerning the performance by the Supplier of its obligations under the Contract and to determine any matters or issue any notices as may be the function of the Authorised Officer under this Contract.
- 8.3 The Authorised Officer shall have power on behalf of the Buyer to issue instructions, make Call-Offs and give directions on any matter relating to the performance of the Services and exercise the functions and powers of the Buyer under this Contract and the Supplier shall observe and comply with all such instructions or directions, which the Authorised Officer shall use reasonable endeavours to confirm in writing.

## **9. SUPPLIER'S CONTRACT MANAGER**

- 9.1 The Supplier shall ensure that at all times during the Contract Period there shall be one member of the Supplier's personnel who has been and remains appointed as the Contract Manager with authority to represent the Supplier for all purposes, the identity and contract details of whom shall be notified to the Buyer 14 days prior to the Commencement Date.
- 9.2 The Contract Manager (whether the original Contract Manager or any replacement) shall be appointed subject to his identity having the prior written approval of the Buyer and his being available all times throughout the Contract Period.

9.3 The Contract Manager will follow and comply with any instructions or directions given or issued by the Authorised Officer in connection with performance of the Services.

#### **10. SUPPLIER'S PERSONNEL**

10.1 The Supplier shall employ sufficient suitably qualified personnel to ensure that the Services are provided in all respects to the Specification throughout the Contract Period, including (without limitation) during periods of absence of some members of its personnel due to sickness, maternity leave, personnel holidays, personnel training or otherwise.

10.2 Without prejudice to the Supplier's obligations under Condition 4, the Supplier's staffing and personnel arrangements shall comply with any personnel arrangements described in the Tender Documents.

10.3 The Supplier shall notify the Authorised Officer of any material changes to its personnel arrangements during the Contract Period regardless of whether the Tender Documents describe any staffing arrangements.

10.4 In and about the provision of the Services, the Supplier shall employ or engage only persons who are honest, skilled, competent, diligent, trained and experienced in the work which they are to perform.

10.5 The Supplier shall, for the purposes of enabling the Buyer and the Authorised Officer to satisfy themselves as to the Supplier's compliance with this Condition 10 maintain at all times accurate and up-to-date records of all personnel in the Supplier's employ who are and who are likely to have any connection with the performance of the Services including employee attendance records and shall afford the Buyer and the Authorised Officer full access to these records upon reasonable notice in writing by the Authorised Officer.

10.6 The Authorised Officer shall, on giving notice together with reasons to the Contract Manager or the relevant assistant Contract Manager, have the power to require the Supplier (but not unreasonably or vexatiously) to remove from the provision of the Services any member or members of the Supplier's personnel or of its sub-contractors' personnel, including without limitation the Contract Manager or any assistant to the Contract Manager.

10.7 The Buyer shall under no circumstances be liable either to the Supplier or to its personnel or to any sub-contractor (duly authorised by the Buyer in accordance with Condition 29.2) or to its personnel for any cost, expense, liability, loss or damage occasioned by removal pursuant to Condition 10 and the Supplier shall fully indemnify the Buyer in respect of any claim made by any personnel in relation to any such removal.

10.8 The Supplier shall at all times be fully and solely responsible under this Contract for the payment of all income or other taxes, national insurance contributions and levies of every kind, relating to or arising out of its employment of any individual after the Commencement Date and fully indemnifies the Buyer against any liability arising as a consequence thereof.



- 10.9 The Supplier will provide details of employee disciplinary and grievance procedures and other policies, which the Buyer may request from time to time.

### **London Living Wage**

- 10.11 Without prejudice to any other provision of this Contract, the Supplier shall:
- (a) ensure that none of its employees engaged in the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage (unless otherwise directed by the Buyer).
  - (b) provide to the Buyer such information concerning the payment of the London Living Wage to its employees or to the employees of its sub-contractors engaged in the Works as the Buyer may reasonably require from time to time; and
  - (c) co-operate and provide all reasonable assistance to the Buyer in monitoring the effect of the London Living Wage on the quality of service provided under this Contract.

## **11. QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEMS**

- 11.1 The Supplier shall as from the Commencement Date institute and throughout the Contract Period maintain in relation to its performance of the Services a system of quality assurance, improvement planning and operation and an environmental management system designed to ensure that the Services are carried out in accordance with the Specification.
- 11.2 The Quality and Environmental Management Systems shall be operated by the Contract Manager on behalf of the Supplier and shall include (without prejudice to the generality of the foregoing or the requirements of the Specification):
- 11.2.1 the keeping of records in order to comply with obligations under this Contract;
  - 11.2.2 carrying out frequent checks and reconciliation in compliance with the Specification;
  - 11.2.3 reporting to the Buyer on the extent to which the Supplier is achieving the Specification; and
  - 11.2.4 making suggestions to the Buyer as to how the Services could be improved, and in particular taking into account views expressed by Parking Users and other occupiers of Locations.
- 11.3 The Supplier shall achieve conformity with the Quality and Environmental Management Systems.
- 11.4 From time to time the Buyer or an authorised third party may audit the Quality and Environmental Management Systems. In the event of any reasonable written recommendation concerning the modification of the Quality and Environmental Management Systems being made by the Authorised Officer

from time to time, such recommendation shall, as soon as reasonably practicable, be incorporated and implemented by the Supplier.

## **12. COMPLAINTS**

- 12.1 The Supplier shall comply with its own complaints procedure, notice of which shall have been given to the Buyer and will comply with the Buyer's complaints procedure whenever a complaint is made by any third party directly to the Buyer as the same may be amended and notified to the Supplier from time to time.
- 12.2 The Supplier shall keep a record, in a form approved by the Authorised Officer, of any complaints received (whether received orally or in writing, and whether from representatives of the Buyer, Parking Users, members of the public or others) and of the action taken by the Supplier to remedy or fully investigate each such complaint. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times.
- 12.3 The Supplier shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the Specification.

## **13. CONTINUOUS IMPROVEMENT AND PERFORMANCE REVIEW**

- 13.1 Without prejudice to anything contained in the Specification, the Authorised Officer shall at its discretion convene regular meetings ("**Continuous Improvement Meetings**") to promote jointly with the Supplier continuous improvement in the delivery of the Services provided under the Contract.
- 13.2 Working jointly at Continuous Improvement Meetings (to be chaired by the Authorised Officer and the Contract Manager on a rotational basis) the Authorised Officer and Contract Manager shall scrutinise and review all aspects of the activities and performance of the Contract and develop and bring forward agreed proposals for achieving such continuous improvements or for preventing failures in the provision of the Services.
- 13.3 The Parties will agree and record the changes to be introduced and assign organisational responsibilities for delivering such changes and specify a time scale for both the implementation of any operational improvements and for achievement of such improvements.

## **14. CERTIFICATES AND PAYMENTS**

- 14.1 As specified in the Call-Off, the Supplier will be paid either:
- 14.1.1 in arrears for Call-Off Services performed in accordance with the Contract and the relevant Call-Off within thirty (30) days of receipt of an invoice for the sum due unless the invoice is the subject of a bona fide dispute (provided that if a bona fide dispute exists in relation to part only of an invoice, the Buyer will pay the undisputed amount); or
- 14.1.2 where the Supplier is offering the Council a discount on the Charges that would otherwise apply, quarterly in advance upon receipt of an invoice for the sum unless the invoice is the subject of a bona fide dispute (provided that if a

bona fide dispute exists in relation to part only of an invoice, the Buyer will pay the undisputed amount),

Payment will be made within thirty (30) days of receipt of an invoice for the sum due unless the invoice is the subject of a bona fide dispute. If a bona fide dispute exists in relation to part only of an invoice, the Buyer will pay the undisputed amount.

- 14.2 Save as otherwise expressed in this Contract, in the event of failure by the Buyer to pay sums due within the said thirty (30) day period, interest shall be payable on the sums due at the Prescribed Rate calculated on a daily basis which the Parties agree shall be a sufficiently substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 14.3 Invoices for payment shall comprehensively detail the Call-Off Services and/or Services for which payment is requested and the Supplier shall supply such additional information as the Buyer may reasonably require for verification purposes. The Buyer shall be entitled to make enquiries of third parties connected to the Supplier and/or the relevant Call-Offs in the course of verifying the accuracy of the Supplier's invoices.
- 14.4 The Supplier agrees to keep the Charges fixed for the Contract Period.

15. Not used.

#### **16. RIGHT OF SET OFF AND RECOVERY OF SUMS DUE**

- 16.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier to the Buyer the same may be deducted by the Buyer from any sum then due or which at any time thereafter may become due to the Supplier under this Contract or any other contract with the Buyer.
- 16.2 If the Supplier is unable or fails to provide the Services or any part thereof in accordance with the requirements of this Condition, the Buyer may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred as a consequence thereof may be deducted from any sums due or to become due to the Supplier under the Contract or shall be recoverable from the Supplier by the Buyer as a debt.
- 16.3 Where the Authorised Officer considers that an overpayment has been made to the Supplier or that any other sum is due to the Buyer from the Supplier under the terms of this Contract due to:
- 16.3.1 an error in any account which has been subject to certification for payment;
- 16.3.2 an error in any invoice; or
- 16.3.3 arising from any other cause,

the Authorised Officer shall serve a notice on the Supplier indicating the amount or amounts which the Authorised Officer considers to have been overpaid or to be due to the Buyer and the grounds upon which the Authorised Officer relies upon for considering that the relevant amount or amounts should be recovered from the Supplier.



16.4 If the Supplier is of the opinion that the Buyer has either failed to make a payment due under this Contract or made a payment in error, then the Supplier shall within not more than 28 days of such payment either being due or made in error as the case may be give to the Buyer written notice specifying the said error or failure made, the sum due to the Supplier (or the Buyer, as the case may be) to correct such error or failure and information as to the unpaid Services undertaken by the Supplier to which it is of the opinion that such non-payment or incorrect payment has been made. In the event such sum is properly due to the Supplier, the Buyer shall pay to the Supplier such sum in accordance with this Contract within 14 days of receipt of such written notice.

## **17. VALUE ADDED TAX**

17.1 All payments made by either Party to the other Party under the terms of this Contract shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which payment is consideration and insofar as such payments are to be made under this Contract such Value Added Tax shall be added to the amount thereof and paid in addition thereto only upon production of a proper Value Added Tax invoice.

## **18. VALUE FOR MONEY REVIEW**

18.1 At any time within three months before any Value for Money Review Date the Buyer may require the Supplier to initiate a Value for Money Review at the Supplier's expense in relation to all or any part of the Services which may include subcontracted elements of the Services.

18.2 The Value for Money Review shall be carried out by one of the methodologies approved for use by the Buyer as may be varied from time to time at the sole discretion of the Buyer. The methodologies that are approved for use by the Buyer at the present time are described in Schedule 4.

18.3 The manner of any Value for Money Review and the nature of comparative material to be researched (including the way in which such research is obtained) shall be identified by the Buyer and the timing of any Value for Money Review shall be at the discretion of the Buyer.

18.4 Following the conclusion of a Value for Money Review, the Parties shall agree whether the Services are being performed by the Supplier to standards and prices acceptable to the Buyer and whether any adjustment needs to be made to the Contract Price or to secure an improvement to the Services to achieve Best Value. In the event of failure to agree as aforesaid, the matter shall be referred to an Expert in accordance with Condition 21 (Dispute Resolution and Expert Determination). Within one month of the conclusion of the Value for Money Review both Parties shall review the detail of the Supplier's accounts in relation to the performance of the Services.

18.5 Where any Value for Money Review results in any adjustment to the Contract Price, the adjustment shall be determined in accordance with the provisions of Condition 7 (Variation of the Service).

18.6 Where any Value for Money Review results in any adjustments to delivery of the Services or adjustment to the payments to be made under Condition 14

(Certificates and Payment), any such adjustments shall take effect immediately (and if relevant, on a retrospective basis).

- 18.7 Where a Value for Money Review results in the appointment of a new sub-Supplier, the change in identity of the relevant sub-Supplier shall take place within 12 weeks of the relevant Value for Money Review Date or within a time-scale approved by the Authorised Officer.
- 18.8 The Parties agree that any Value for Money Review shall be carried out in good faith and that each Party shall act reasonably in relation to any Value for Money Review.
- 18.9 The Buyer shall be entitled (but without any obligation whatsoever) following an adverse Value for Money Review by both Parties carried out in accordance with this **Condition 18** to give written notice to terminate the Contract twelve months after any Value for Money Review Date.

**19. Not used**

**20. DEFAULTS**

20.1 If at any time after the Commencement Date:

20.1.1 the Buyer (or its Authorised Officer) determines that the Supplier is in breach of its obligations under the Contract or any Call-Off; or

20.1.2 the Supplier has failed to comply with any requirement made by the Buyer (or its Authorised Officer) within the terms of the Contract; or

20.1.3 the Buyer (or its Authorised Officer) deems that Supplier has adversely affected the image or reputation of the Buyer; or

20.1.4 the Supplier is in breach of any part of this Contract

then without prejudice to any other right or remedy available to the Buyer, the Buyer or its Authorised Officer may, immediately upon giving notice in writing to the Supplier of its intention to do so, follow any one or more of the procedures set out in clause 20.2 below. The Authorised Officer shall have sole discretion as to which procedure or procedures are most appropriate.

20.2 Any one or more of the following procedures may be employed by the Buyer immediately upon issue of a notice in writing to the Supplier pursuant to condition 20.1 above:

20.2.1 the Buyer may make such deduction from any payment due to the Supplier as the Authorised Officer shall reasonably calculate as compensation to the Buyer in respect of the Supplier's failure;

20.2.2 without terminating the relevant Call-Offs, the Buyer may itself provide or procure the provision of any part of the Call-Offs until such time as the Contract Manager shall have demonstrated to the reasonable satisfaction of the Authorised Officer that the Supplier is able to perform the relevant Call-Offs in accordance with the Contract and the relevant Call-Offs;

- 20.2.3 without terminating the whole Contract, the Buyer may determine that the relevant Call-Offs shall no longer be undertaken by the Supplier and itself provide or procure a third party to provide the relevant Call-Offs; or
- 20.2.4 without terminating the Contract, the Buyer may require the Supplier to remedy the default within a reasonable timescale specified by the Buyer, not exceeding 14 days.
- 20.3 Any additional cost or expense incurred by the Buyer as consequence of the exercise of its rights pursuant to this condition 20 shall be recoverable from the Supplier as a debt.

## **21. DISPUTE RESOLUTION AND EXPERT DETERMINATION**

- 21.1 Authorised representatives of each of the Buyer and the Supplier agree to discuss and attempt to resolve any dispute or difference between themselves relating to this Contract prior to the appointment of an Expert.
- 21.2 If any dispute is incapable of resolution between the Parties, the Buyer and the Supplier shall on request promptly supply to the Expert all such assistance, documents and information as he may require for the purpose of his determination and both the Buyer and the Supplier shall use all reasonable endeavours to procure the prompt determination of the reference.
- 21.3 The Expert shall be deemed to act as an expert and not as an arbitrator.
- 21.4 The costs of the Expert appointed under this Condition 21 shall be equally apportioned between the Parties or as may otherwise be directed by the Expert.
- 21.5 If the Parties are unable to agree the identity of the individual to act as the Expert then the Expert shall either be chosen from the Registry of Independent Experts maintained by the Law Society or be nominated by a professional institute agreed upon between the Parties with the intent that by agreement or nomination the Expert be appointed and the dispute referred to the Expert within seven days.
- 21.6 Nothing in this Contract shall prevent either the Buyer or the Supplier at any time from seeking any interim or interlocutory relief from the Court.
- 21.7 Either Party may, within 90 days after receipt of the determination of the Expert, refer any matter comprised in the dispute to the Court for determination and the Court shall have jurisdiction to determine the rights of the parties in respect of such matters.
- 21.8 Without prejudice to **Condition 7 (Variation of Services)**, until the time that a dispute between the Supplier and the Buyer is resolved the Supplier shall continue to perform the Services and be paid by the Buyer in accordance with this Contract.

## **22. HEALTH AND SAFETY**

- 22.1 The Supplier shall in performing the Services ensure that its personnel and any sub-providers, the Buyer's personnel or any other person acting on behalf

of the Supplier comply with all statutory and other legal requirements in relation to the safety and health of its employees, of sub-contractors (duly authorised by the Buyer in accordance with Condition 29.2), of any other persons in or near the Locations and of the members of the public. The Supplier shall in particular comply with all Legislation in the field of health and safety at work and in performance of the Services and generally perform the Services in accordance with the Supplier's health and safety policy statements and the Supplier's health and safety codes of practice and/or the Health and Safety Guidelines (where applicable). In the event of any inconsistency between the Supplier's health and safety policy statements and codes of practice and the Health and Safety Guidelines, the Health and Safety Guidelines shall prevail.

22.2 Not used.

22.3 The Authorised Officer shall be empowered to suspend the provision of the Services in the event of non-compliance by the Supplier with the health and safety requirements of the Contract. The Supplier shall not resume provision of the Services until the Authorised Officer is satisfied that the non-compliance has been rectified.

22.4 No payment will be made for any part of the Services omitted as result of a cessation of the Services required by the Buyer due to breach of any health and safety requirement and neither will any additional payment be made for steps which the Authorised Officer requires the Supplier to take to remedy the breach of the health and safety requirement.

22.5 The Supplier shall:

22.5.1 keep its health and safety policy, health and safety codes of practice and risk assessments under review and make any amendments necessary, particularly where there has been a change to current legislation or working practices or the introduction of new equipment (including vehicles) and shall notify the Buyer in writing of any changes made; and

22.5.2 comply with any changes, amendments or further instructions reasonably requested or issued by the Buyer in connection with the Supplier's health and safety procedures.

## **23. UNLAWFUL DISCRIMINATION AND EQUAL OPPORTUNITIES**

23.1 The Supplier shall abide by the principles set out in the Equality and Cohesion Charter and operate an equal opportunities policy (in a form to be approved by the Buyer).

23.2 The Supplier shall at the Buyer's request complete all equal opportunities monitoring forms provided by the Buyer.

23.3 Not used.

23.4 The Supplier shall indemnify the Buyer in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and/or any third party against the Buyer for non-

compliance with any relevant Legislation and/or any codes of practice as a result of the breach of this Condition by the Supplier.

- 23.5 The Supplier shall inform the Authorised Officer as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Supplier under any relevant Legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising therefrom, and shall provide the Authorised Officer with such further information and documentation as may be required in relation thereto.

#### **24. SUPPLIER'S WARRANTIES AND LIABILITIES**

- 24.1 The Supplier from the date hereof and throughout the Contract Period warrants, represents and undertakes to the Buyer as follows:

24.1.1 it has in all respects complied with every requirement in the Tender Documents (where applicable);

24.1.2 it has made its own investigations and research and has satisfied itself in respect of all matters relating to the Contract including the Specification and these Conditions and it is not contracting with the Buyer in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Buyer except those contained in the invitation to tender (if applicable) and this Contract;

24.1.3 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Buyer by the Supplier in connection with or arising out of the Tender are true, complete and accurate in all respects;

24.1.4 it has full power and authority to enter into the Contract and thereafter to perform the Services;

24.1.5 it is of sound financial standing and the Supplier is not aware of any circumstances (other than such circumstances as expressly disclosed in writing by the Supplier to the Buyer) which may adversely affect any financial standing in the future;

24.1.6 it has made arrangements to ensure that it will have sufficient working capital, skilled personnel, equipment, machinery and other resources available to it in order to carry out the Service in accordance with the Specification;

24.1.7 it has or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the Services and will throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services; and

24.1.8 it will perform all of the Services in accordance with the Specification with due skill, care and diligence and within the times stated in the Specification, which times shall be of the essence.

24.2 The Supplier shall be liable for and shall fully and promptly indemnify and hold harmless the Buyer, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings incurred or



suffered whatsoever and howsoever arising, be it directly or indirectly, out of or in connection with the Supplier's obligations under the Contract in respect of:

- 24.2.1 any claims, demands or proceedings brought against the Buyer by any third party by reason either directly or indirectly of any default or breach by the Supplier of any provision of the Contract other than one for which a remedy is provided under any other provision of these Conditions or any additional conditions agreed in writing between the Parties;
- 24.2.2 any fraudulent or negligent act or omission by the Supplier (including, without limitation, any misappropriation of monies properly due to the Buyer, and any falsification of documents or evidence used or relied upon by the Supplier and/or the Council in connection with a parking enforcement notice, penalty charge notice or other penalty on a Parking User or any other person or entity);
- 24.2.3 any liability of the Buyer to pay compensation to a Parking User or any other person arising out of the Supplier's default in respect failure to perform the Services in accordance with the Contract; and
- 24.2.4 any failure by the Supplier to perform the Services in accordance with all and any terms of the Contract (including but not limited to the Specification).
- 24.3 The Supplier's liability to the Buyer under Condition 24.2 shall be without prejudice to any other right or remedy available to the Buyer.
- 24.4 Except as provided by this Contract, the Buyer shall not under any circumstances be liable to the Supplier whether in contract, tort or otherwise, for any loss, damage or injury howsoever caused or arising out of, in the course of or in connection with the provision by the Supplier of the Services or the access to or use of the Buyer's premises or facilities by the Supplier or the Supplier's personnel.
- 24.5 Condition 24.4 shall not apply in relation to:
  - 24.5.1 any failure by the Buyer to make proper payment to the Supplier in accordance with the terms of the Contract; and
  - 24.5.2 any deliberate or negligent act or omission of the Buyer or any of its employees giving rise to death or personal injury.

## **25. INSURANCE**

- 25.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

- 25.2 Notwithstanding the generality of clause 25.1 the Supplier shall hold public liability insurance in the sum of at least [REDACTED] in respect of any one occurrence or series of occurrences arising out of one event.
- 25.3 The Supplier shall hold employer's liability insurance in respect of staff in accordance with any legal requirement from time to time in force.
- 25.4 The Supplier shall before the Commencement Date and annually thereafter and at such times as the Buyer may reasonably require supply the Buyer with certified copies of all insurance policies required by any of the provisions of this Condition 25 or a broker's verification of insurance to demonstrate that the appropriate cover is in place.
- 25.5 In the event that the Supplier fails to comply with any of these requirements the Buyer shall be entitled to effect such insurance itself and recover the proper and reasonable costs of so doing from the Supplier together with an administrative charge equal to ten per cent. [REDACTED] of the total cost of obtaining such insurance (subject to a maximum administrative charge of [REDACTED])

## 26. COPYRIGHT AND INTELLECTUAL PROPERTY

- 26.1 Subject to Condition 26.2 the Intellectual Property Rights all documents, records, data, or other information produced by the Supplier as part of the Services shall belong exclusively to the Buyer and the Supplier shall not make or distribute to a third party any copies of this Contract or the documents, records, data or other information produced by it without the written consent of the Authorised Officer, which consent the Authorised Officer shall be absolutely entitled to withhold.
- 26.2 The Supplier shall be entitled to make copies of the Contract where such copies are required to enable it to perform the Services.
- 26.3 Any and all Intellectual Property Rights developed under this Contract or arising from the provision of the Services by the Supplier shall belong to the Buyer and the Supplier agrees that it shall execute or cause to be executed (by personnel if necessary) all deeds, documents and acts required to vest such Intellectual Property Rights in the Buyer.
- 26.4 The Supplier shall indemnify the Buyer against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement or alleged infringement of any third party Intellectual Property Rights in connection with the provision of the Services.
- 26.5 Subject to Condition 26.6, the Supplier shall notify the Buyer of and conduct any litigation arising from (including all negotiations in connection with) any claims, demands and actions in respect of any infringement or alleged infringement of any Intellectual Property Rights. The Buyer shall at the request of the Supplier, afford the Supplier all reasonable assistance for the purpose of contesting any such claims, demands and actions. The Supplier shall reimburse the Buyer for all costs and expenses (including, but not limited to legal costs and disbursements on a full indemnity basis) incurred in so doing.

- 26.6 If so requested by the Buyer, the Supplier shall either:
- 26.6.1 take all such steps as may be necessary to avoid the infringement or the alleged infringement of any Intellectual Property Rights; or
  - 26.6.2 procure such licence as may be necessary to continue the carrying out of the Services without infringement, on terms which are reasonably acceptable to the Buyer.
- 26.7 The Supplier shall act as the bailee of any Service Data which may at any time be in the Supplier's possession or under its control and shall store such Service Data safely and separately from any data not relating to the Services and in a manner which makes it readily identifiable as Service Data relating to each of the Services and the Supplier shall at all times comply with the Data Protection Act 1998 and the Computer Misuse Act 1990 and shall give the Authorised Officer (and/or persons nominated by him) right of access to premises used by the Supplier to monitor performance of the Services and compliance with the Legislation.

## **27. CONFIDENTIALITY AND PUBLICITY**

### **Confidentiality**

- 27.1 Subject to Conditions 27.3, 27.6 and 27.8, each Party undertakes to the other Party as follows:
- 27.1.1 to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly both during the Contract Period and following expiry or termination of the Contract;
  - 27.1.2 not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of the Contract or except where such disclosure is otherwise expressly permitted by the provisions of this Contract; and
  - 27.1.3 not use any Confidential Information received from the other Party otherwise than for the purposes of or in connection with this Contract.
- 27.2 The Parties shall use of all reasonable endeavours to procure that their employees, agents and sub-contractors keep confidential and do not make any disclosure of Confidential Information to any third Party in breach of Condition 27.1 above and only use such Confidential Information in connection with the performance of the Contract.
- 27.3 Condition 27.1 shall not apply to any disclosure of Confidential Information:
- 27.3.1 which a Party can demonstrate has become or will become generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Party;
  - 27.3.2 which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;



- 27.3.3 which is received from a third Party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 27.3.4 which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 27.3.5 to enable a determination to be made under the Dispute Resolution Procedure referred to under Condition 21;
- 27.3.6 by either Party to any department, office or agency of the Government;
- 27.3.7 which is for the purpose of:
- (i) the examination and certification of the Buyer's or the Supplier's accounts; or
  - (ii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has utilised its resources;
- 27.3.8 which is independently developed without access to the Confidential Information;
- 27.3.9 by the Buyer to any third party insofar as this may be necessary to the performance or provision by that party of any services or works whatsoever for or to the Buyer;
- 27.3.10 by the Buyer in service monitoring reports to the Buyer's Executive or other member body, sub-board or committee.
- 27.4 The Supplier shall not make use of this Contract or other information issued or provided by the Buyer in connection with this Contract otherwise than for the purpose of this Contract, except with the prior written consent of the Buyer.
- 27.5 When the Supplier, in carrying out its obligations under this Contract, is provided with Confidential Information or other information relating to users or potential customers of the Services the Supplier shall not disclose or make use of any such Confidential Information or other information otherwise than for the purpose for which it was provided, unless the Supplier has sought and obtained the prior written consent of that person or the Buyer.
- 27.6 At the request of the Buyer, the Supplier shall facilitate the Buyer's compliance with the Code of Practice on Access to Government Information (second edition) or the Environmental Information Regulations and in the event that the Buyer is required to provide information to a person as a result of a request made to it under such Code or regulations, the Supplier shall provide such information relating to the Contract, the Services or itself to enable the Buyer to adhere to the requirements of the Code or regulations.
- 27.7 Nothing in this Condition 27 shall prevent either Party from using any ideas, know-how or techniques gained during the performance of this Contract in the course of its normal business, to the extent that this does not

result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.

- 27.8 The Supplier acknowledges to the Buyer that nothing in this Condition 27 shall fetter or affect the Buyer's obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

### **Publicity**

- 27.9 Subject to Condition 27.11, the Supplier shall not and shall procure that any member of the Supplier's personnel or sub-contractor (duly authorised by the Buyer in accordance with Condition 29.2) shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Contract or the matters contained in this Contract without obtaining the Buyer's prior written approval as to its contents and manner and timing of its presentation and publication.

- 27.10 The Supplier shall not, and shall procure that any member of the Supplier's personnel shall not, communicate with or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Contract without the prior written approval of the Buyer.

- 27.11 Either Party may make a public statement or announcement concerning the completion of this Contract if required by:

27.11.1 law; or

- 27.11.2 any regulatory or Government body to which either Party is subject or submits, wherever situated, whether or not the requirement has the force of law **PROVIDED THAT** any such statement does not contravene the duty of confidentiality contained in Condition 27.1.

- 27.12 Subject to the provisions of Condition 27.1 the Buyer reserves the right to publish or disseminate information about this Contract and the provision of the Services as it may deem appropriate from time to time.

## **28. TERMINATION**

- 28.1 Without prejudice to the Supplier's rights under clause 20 (Defaults), the Buyer shall be entitled upon the happening of any of the following events to terminate the Contract ("**Termination**"), without prejudice to any accrued rights or remedies under the Contract, forthwith by written notice having immediate effect:

- a) the Supplier fails to remedy a breach of any term of the Contract within the period specified in a notice issued by the Buyer pursuant to condition 20.2.4;
- b) any material breach (in the sole opinion of the Buyer) by the Supplier of any of its obligations under the Contract;
- c) the Supplier suffering an execution to be levied on his goods;
- d) if the Supplier consists of one or more individuals, any such individual dying, entering into a composition or arrangement for the benefit of his creditors or becomes bankrupt or is the subject of similar procedures

- e) under the law of any other state;
- e) if the Supplier consists of a body corporate, the Supplier having a receiver or manager or administrator or provisional liquidator appointed or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the insolvency Act 1986 or being subject to similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this Condition;
- f) if the Supplier has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed or is the subject of similar procedures under the law of any other state;
- g) the Supplier has possession taken, by or on behalf of the holders of any debenture secured by a floating charge, of any property comprised in, or subject to, the floating charge or is the subject of similar procedures under the law of any other state;
- h) the Supplier is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, or manager, or administrator, or administrative receiver or to begin similar procedures under the law of any other state; or which entitle the Court to make a winding up order or a similar order under the law of any other state;
- i) if the Authorised Officer shall certify in writing to the Buyer that in his opinion the Supplier has abandoned the Contract;
- j) if the Authorised Officer shall certify in writing to the Buyer that the Supplier without reasonable excuse has failed to commence the Service on the Commencement Date or has suspended the performance of the Service or a substantial part thereof for seven days after receiving from the Authorised Officer written notice to proceed;
- k) the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind, as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any act in relation to the obtaining or execution of the Contract with the Buyer; or for showing or forbearing to show favour or disfavour, to any person in relation to the Contract, or any other contract with the Buyer, or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf, (whether with or without the knowledge of the Supplier);
- l) if in relation to any contract with the Buyer, the Supplier or any person employed by it or acting on its behalf shall have committed an offence or anything contrary to Legislation;
- m) the occurrence of a Prohibited Act (as defined in Condition 31.1); or
- n) the occurrence of a Force Majeure event (as defined in Condition 36.1).

28.2 Upon such Termination and in addition to such consequences as are set out in these Conditions:

- a) the Supplier shall forthwith cease to perform the Service;
- b) the Supplier shall fully and promptly indemnify the Buyer in respect of the cost of causing to be performed the Service or any part thereof as would have been performed by the Supplier during the remainder of the Contract period to the extent that such cost exceeds such sums as would have been lawfully payable to the Supplier for performing the Service. The Buyer shall be at liberty to have the Service or any part

thereof performed by any persons (whether or not servants of the Buyer), as the Buyer shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having the Service or part thereof performed;

- c) the Buyer shall cease to be under any obligation to make further payments to the Supplier and shall be entitled to retain any payments which may have fallen due to the Supplier before termination until the costs, losses and/or damages resulting from or arising out of the Termination of the Contract shall have been calculated; where the Parties agree that such calculation shows a sum or sums due to the Supplier, the Buyer shall pay the Supplier such sums forthwith and in any event within 10 (ten) Working Days of the calculation being agreed between the Parties;
- d) the Buyer shall be entitled to repossess any of its premises, materials, equipment or other goods loaned or hired to the Supplier and to exercise lien over any of the materials, equipment or other goods belonging to the Supplier for any sum due hereunder or otherwise due from the Supplier to the Buyer;
- e) the Buyer shall be entitled to employ and pay other persons to perform and complete the Service or any part thereof;
- f) the Buyer shall be entitled to deduct, retain or set off from any sum or sums which would but for paragraph c) of this Condition have been due from the Buyer to the Supplier under this Contract or any other Contract or be entitled to recover the same from the Supplier as a debt, any loss or damage to the Buyer resulting from or arising out of the termination of the contract. Such loss or damage shall include reasonable cost to the Buyer of the time spent by its officers in terminating the contract and in making alternative arrangements for the provision of the Service or any part thereof;
- g) when the total costs, losses and/or damages resulting from or arising out of the Termination of the Supplier's employment have been calculated and deducted insofar as is practicable from any sum or sums which would but for paragraph c) of this Condition have been due to the Supplier, any balance shown as due to the Buyer shall be recoverable as a debt, or alternatively, the Buyer shall pay to the Supplier any balance shown as due to the Supplier.

28.3 Where the Buyer has a right to terminate the entire Contract under Condition 28.2, the Buyer may (as an alternative remedy) terminate the relevant Call-Off only. On termination of the relevant Call-Off the Supplier shall be entitled to payment of the relevant Call-Off Price up to the date of termination, subject to the Buyer's right to withhold payment (or require repayment) of such monies in consequence of any breach of warranty, right of indemnity or set-off or other lawful excuse.

28.3A Notwithstanding any other right of termination conferred on the Buyer by this Condition 28, either Party may terminate the Contract or any Call-Off at any time by giving six months' written notice to the other Party. In the event of such termination, the Buyer shall only be liable to pay to the Supplier such sums as may be due for Services supplied or due to be supplied against valid Call-Offs.

28.4 The rights of the Buyer under this Condition 28 are in addition to and without prejudice to any other rights the Buyer may have whether against the Supplier directly or pursuant to any guarantee or indemnity.



- 28.5 The Supplier may terminate this Contract by serving notice on the Buyer at least sixty (60) days prior to termination of the Contract if any sums remain unpaid for thirty (30) days after receipt by the Buyer of an invoice for Services previously rendered in accordance with this Contract and the Supplier has given the Buyer prior written notice stating sum(s) remaining unpaid and its intention to terminate the Contract and such sum(s) remain unpaid for thirty (30) days following service of the notice Provided Always that the Supplier shall not exercise this right of termination where the sum(s) outstanding is/are the subject of a genuine dispute.

## 29. ASSIGNMENT AND SUB-CONTRACTING

- 29.1 The Buyer shall with the Supplier's consent (not to be unreasonably withheld or delayed) be entitled to assign the benefit of the Contract or any part thereof and shall give reasonable written notice of any such assignment to the Supplier.

- 29.2 The Supplier shall not:

- 29.2.1 assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;

- 29.2.2 sub-contract the provisions of the Services or any part thereof to any person without the prior written consent of the Authorised Officer which consent shall be at the absolute discretion of the Authorised Officer. This shall not relieve the Supplier from any liability or obligation under the Contract, and the Supplier shall be responsible for the acts, defaults or neglect of any sub-Suppliers, its employees and agents in all respects as if they were the acts, defaults or neglect of the Supplier itself. The Supplier shall safeguard the Buyer's interests by incorporating the terms and conditions of the Call-Off into any permitted assignment or sub-contract.

## 30. NOTICES

Notices under this Contract shall be given by sending them by pre-paid registered post or personal delivery to the other Party at its address set out in the description of the Parties or to such other address notified in writing to the sender. Notices sent by registered post shall be deemed to have been received 48 hours after sending (as evidenced by the sender's receipt), notices sent by fax shall be deemed to have been received on the first working day after sending (as shown by the timed print out on or with the sender's copy) and notices sent by personal delivery shall be deemed to have been received at the time delivery is acknowledged.

## 31. PREVENTION OF CORRUPTION

- 31.1 Neither the Supplier nor any sub-contractor (duly authorised by the Buyer in accordance with Condition 29.2) nor any other person employed by the Supplier or acting on the Supplier's behalf shall commit and the Supplier warrants, represents and undertakes that in entering this Contract, neither the Supplier nor any such person has committed any of the following (hereinafter referred to as "Prohibited Acts"):

- 31.1.1 offer, give or agree to give to the Buyer, any related party or any other person any gift or consideration of any kind as an inducement or reward:
  - 31.1.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Buyer; or
  - 31.1.1.2 for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Buyer;
- 31.1.2 enter into this Contract or any other contract with the Buyer in connection with which commission has been paid or has been agreed to be paid by the Supplier (or anyone acting on its behalf or to its knowledge) unless before such contract is made, particulars of any such commission and the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Buyer;
- 31.1.3 commit any offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or under Legislation creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Buyer; or
- 31.1.4 defraud or attempt to defraud or conspire to defraud the Buyer.
- 31.2 If the Supplier (or the Supplier's Personnel or anyone acting on its behalf or to its knowledge) commits any of the Prohibited Acts with or without the knowledge of the Supplier, in relation to this Contract then the Buyer shall be entitled to:
  - 31.2.1 terminate this Contract by notice in writing having immediate effect upon which the provisions of Clause 28 shall apply; and/or
  - 31.2.2 require the Supplier to procure the termination of any subcontract or agency agreement if the Prohibited Act is that of the Supplier's sub-contractor or agent; and/or
  - 31.2.3 require the Supplier to dismiss an employee of the Supplier, if the Prohibited Act is committed by the employee acting independently of the Supplier; and/or
  - 31.2.4 recover from the Supplier any loss sustained in consequence of any breach of Clause 31.1 by the Supplier.
- 31.3 The Supplier shall promptly inform the Buyer of the occurrence of any Prohibited Act of which it becomes aware.
- 31.4 Any termination notice given pursuant to Clause 31.2.1 shall specify:
  - 31.4.1 the nature of the Prohibited Act;
  - 31.4.2 the identity of the party whom the Buyer believes has committed the Prohibited Act; and
  - 31.4.3 the date on which the Contract will terminate.

**32. GRATUITIES TIPS AND CHARGES**

The Supplier shall not whether itself or by any of the Supplier's Personnel engaged in the provision of the Services solicit or accept any gratuity, tip or any form of money taking or reward, collection or charge for the provision of any part of the Services other than bona fide charges approved by the Buyer.

**33. ENTIRE AGREEMENT AND SURVIVAL OF PROVISIONS**

33.1 This Contract supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the Services. Unless otherwise stated herein, this Contract applies in place of and prevails over any other terms, conditions and prior representations, whether contained in correspondence or implied by custom or law. Nothing in this Contract shall limit or otherwise exclude liability for fraudulent statements or misrepresentations made by either Party.

33.2 The rights and obligations which expressly or by their nature are intended to survive the expiry or termination of this Contract shall so survive and bind the Parties and their legal representatives, successors and assigns.

**34 THE SUPPLIER'S WHISTLEBLOWING OBLIGATIONS**

34.1 The Supplier hereby takes notice of and agrees to comply in all respects with the Whistleblowing Policy and Guidelines and PIDA 1998. In particular (but without limitation) the Supplier agrees:

34.1.1 to accept and adopt the Buyer's whistleblowing procedure as set out in the Whistleblowing Policy and Guidelines as a procedure for the purposes of s.43C(2) of PIDA and the Supplier agrees and acknowledges that its employees are authorised to use and rely upon the said procedure;

34.1.2 that to the extent that the Whistleblowing Policy and Guidelines impose duties on or grant rights, protections or immunities to Buyer employees or agents, the Supplier agrees and irrevocably undertakes to impose similar duties and grant similar rights, protections or immunities to the Contractor's employees and agents and to any sub-contractors.

34.2 Without limiting the generality of Condition 34.1, the Supplier agrees to report to the Buyer in accordance with the Whistleblowing Policy and Guidelines any circumstances relating to or arising out of the Contract (including the entering into thereof and procurement of goods, services and supplies for the implementation thereof) and the supply of the Services, which give rise to a reasonable belief that one or more of the following matters (referred to in this Condition as "instances of malpractice") has occurred, is occurring or is likely to occur:

34.2.1 a criminal offence (including any form of child abuse, or the abuse of other vulnerable individuals);

- 34.2.2 a breach or failure to comply with any lawful duty (including, without limitation, negligence and/or breach of statutory, contractual, fiduciary, administrative law or other duty);
  - 34.2.3 miscarriage of justice;
  - 34.2.4 danger to health and safety;
  - 34.2.5 damage to the environment;
  - 34.2.6 any other matter designated as malpractice in the Whistleblowing Policy and Guidelines; and/or
  - 34.2.7 concealment of any of the above
- 34.3 Without limiting the generality of Condition 34.1, in the event that any employee, agent or sub-contractor of the Supplier should make a report to the Buyer (or to any other person authorised by law) pursuant to this Condition, the Supplier warrants that it shall use its best endeavours to ensure that such person does not suffer any form of retribution, victimisation or detriment as a consequence of having made such report.
- 34.4 The Supplier agrees to indemnify the Buyer in respect of any loss or damage caused by or arising out of a failure on the part of the Supplier to report, within a reasonable time, any instances of malpractice in accordance with this Condition, the Whistleblowing Policy and Guidelines and/or PIDA 1998.
- 34.5 Where the Supplier acting reasonably and in good faith makes a report pursuant to this Condition, and the Buyer subsequently undertakes or omits to undertake a course of action wholly in reliance upon such report the Buyer accepts such liability as the Supplier may incur as a direct consequence of such report.

## **35. WAIVER**

- 35.1 Failure by either Party at any time or for any period to enforce any one or more of the provisions of the Contract or to require performance by the other Party of any of the provisions of the Contract shall neither:
- 35.1.1 constitute or be construed as a waiver of any such provision or the right at any time subsequently to enforce all terms and conditions of the Contract; nor
  - 35.1.2 affect the validity of the Contract or any part thereof or the right of the relevant Party to enforce any provision in accordance with its terms.

## **36 FORCE MAJEURE**

- 36.1 If a Force Majeure event arises on or following the date of this Contract (irrespective of the fact that this Contract may then be conditional) which directly causes the Supplier to be materially unable to comply with any of its obligations hereunder, the Supplier and the Buyer may agree such terms as are appropriate for the continued performance of the Contract. If no such terms are agreed within one month of the commencement of the said event,



and such event is continuing or its consequence remains such that the Supplier is materially unable to comply with its obligations, the Parties hereby agree that the Contract shall thereupon terminate, subject to the provisions of **Condition 28** (Termination). Failure by the Supplier to comply with its contractual obligations by reason of a Force Majeure event shall not constitute a breach of contract.

36.2 The events which are to be classified as Force Majeure events shall include any of the following:

- a) war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom;
- b) nuclear, chemical or biological contamination of the Supplier's property arising from any of the events at (a) above;
- c) riot, flood or earthquake;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
- e) any circumstances beyond the reasonable control of either of the Parties.

### 37. FREEDOM OF INFORMATION

37.1 The Supplier acknowledges that the Buyer is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Buyer (at the Supplier's expense) to comply with its obligations imposed under those provisions.

37.2 The Supplier shall process Information provided to the Supplier by the Buyer, produced in the performance of the Contract or relating to the Contract in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the 2000 Act.

37.3 Subject to **Condition 37.6**, the Supplier shall and shall procure that its sub-contractors shall:

37.3.1 transfer any Request for Information received by the Supplier or its sub-contractors to the Buyer promptly and, in any event, within two Working Days of its receipt;

37.3.2 provide the Buyer with a copy of all Information in its possession or power in the form and within the time scale that the Buyer requires;

37.3.3 provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to a Request Information within the time for compliance prescribed by section 10 of the 2000 Act;

37.3.4 do not respond directly to a Request for Information or disclose or release Information without the prior written authority of the Buyer.

37.4 Subject to **Condition 37.6**, the Buyer shall be responsible for determining, in its absolute discretion, whether:

37.4.1 Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;

- 37.4.2 any Information is to be disclosed in response to a Request for Information.
- 37.5 The Supplier acknowledges that the Buyer may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:
- 37.5.1 without consulting the Supplier; or
- 37.5.2 following consultation with the Supplier and having taken its views into account.
- 37.6 Where the 2000 Act applies to the Supplier (by virtue of an order made under section 5 of the 2000 Act or otherwise), the Supplier shall:
- 37.6.1 comply with the 2000 Act and any associated Legislation and codes of practice (including (without limitation) the Secretary of State's and Lord Chancellor's codes of practice issued under sections 45 and 46 of the 2000 Act); and
- 37.6.3 where the Supplier receives a Request for Information from a third Party under the 2000 Act which relates to the Buyer and / or this Contract:
- 37.6.3.1 inform the Buyer about the Request For Information and the nature of the Information being sought as soon as reasonably possible;
- 37.6.3.2 consider and apply all lawful exemptions provided under the 2000 Act to withhold Information sought in terms of the Request For Information;
- 37.6.3.3 consult with the Buyer prior to the disclosure of any such Information; and
- 37.6.3.4 keep the Buyer informed about the Supplier's progress in dealing with any Request For Information and where requested by the Buyer, provide the Buyer with copies of any correspondence and documents relating to the Request For Information.
- 37.7 The Supplier shall indemnify the Buyer against all claims and proceedings and all liabilities, losses, costs and expenses incurred in connection therewith by the Buyer as a result of any breach of this **Condition 37** by the Supplier, the Supplier's personnel, sub-contractors or agents.
- 37.8 The Supplier acknowledges that the definition of Confidential Information is indicative only and that the Buyer may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.
- 38. TUPE**
- 38.1 The Supplier accepts and undertakes that when it tendered for (and entered into) this Contract it has taken into consideration the provisions of the Directive and the Regulations and has considered the application or otherwise of those provisions to this Contract and has taken the appropriate action required under the Directive and/or the Regulations.

The Buyer and the Supplier agree that any transfer of service effected by this Contract is governed by the Regulations and accordingly:

- 38.1.1 the Buyer shall use reasonable endeavours to request that the existing provider of services similar to the Services transfers, on the Transfer Date, the contract of employment for each of the Transferring Employees to the Supplier (save insofar as such contracts relate to any occupational pension schemes);
- 38.1.2 on termination of the Contract for whatever reason or expiry of the Contract Period, the Supplier shall discharge all wages salaries and honoraria (excluding accrued holiday remuneration (if any) of the Transferring Employees and all other costs and expenses relating to the Transferring Employees for the period from and including the Transfer Date) and will pay over all deductions properly made therefrom to the relevant authority (including but not limited to taxation and national insurance); and
- 38.1.3 subject to the Data Protection Act 1998, the Buyer shall provide to the Supplier such information as may be reasonably required to comply with the Regulations, including without limitation:
- a) the number of personnel, including supervisory and administrative personnel employed by the Buyer in the provision of the Service;
  - b) the terms and conditions of employment of those personnel; and
  - c) any other information in relation to those personnel as may properly be required by the Supplier under this Condition.
- 38.2 The Supplier shall at its own cost undertake all liability for and shall fully indemnify the Buyer against:
- 38.2.1 all losses, claims, damages and costs which may be brought against the Buyer as a consequence of the Supplier's failure to consider fully the application of the Directive and Regulations to this Contract and/or have taken the appropriate action required under the Directive and Regulations and arising from the letting of this Contract; and
- 38.2.2 all reasonable costs, expenses, damages, compensation, fines and other liabilities in connection with any claim arising from a cause of action occurring on or subsequent to the Transfer Date by all or any of the Transferring Employees as a result of their employment with the Supplier.
- 38.3 The Supplier warrants that the pension arrangements that it will make for the Transferring Employees are the same as or better than those the Transferring Employees had as employees of their immediately preceedings employer. The Supplier shall indemnify the Buyer against any breach of this warranty or any claims brought by any of the Transferring Employees and arising from the Supplier's failure to provide pension benefits which are the same as or better than those the Transferring Employees had as employees of such previous.
- 38.4 On the termination of the Contract for whatever reason or on the expiry of the Contract Period, the Supplier shall supply within seven (7) days of demand by the Buyer all such information as the Buyer shall consider to be required as a result of the Directive and the Regulations, including without limitation:

- 38.4.1 the number of personnel, including supervisory and administrative personnel, employed by the Supplier and any sub-Supplier employed in the provision of the Service;
- 38.4.2 the terms and conditions of employment of those personnel; and
- 38.4.3 any other information in relation to those personnel as may properly be required by the Buyer under this Condition.

The Supplier shall indemnify the Buyer against any liability in law which the Buyer may incur by reason of a failure to supply such information within a reasonable time, or by reason of any inaccuracies in such information.

- 38.5 Prior to the termination of this Contract (or any part of this Contract) for whatever reason, the Supplier shall comply with any applicable provisions of the Regulations and the Directive including (but not limited to) the requirements with regard to consultation of affected employees pursuant to Directive Article 6 and Regulation 10 of the Regulations in respect of any transfer of an undertaking (which maybe so held by any Court or Tribunal) arising at the end of the Contract Period or on any earlier termination of the Contract (or any part of the Contract) for whatever reason. The Supplier shall indemnify and hold harmless the Buyer against all claims whatsoever and howsoever arising which may at any time arise out of the failure on the part of the Supplier to comply with the requirements of this Condition.
- 38.6 If at the termination of the Contract for whatever reason (apart from cause for termination being a result of a material breach of the Contract by the Supplier) the Services cease to be provided by the Supplier and are neither taken back in-house nor transferred to a third party supplier, then the Supplier shall use its best endeavours to re-deploy employees previously engaged in the performance of the Contract. If having taken all such steps the Supplier dismisses exclusively on the grounds of redundancy any of the employees previously employed by the Buyer in the provision of the Services, the Buyer shall (subject to the Supplier consulting and obtaining the written consent of the Buyer before making such employees redundant, such consent not to be unreasonably withheld) reimburse the Supplier that amount of an employee's redundancy payments which have been properly incurred and are exclusively attributable to that employee's period of employment with the Buyer.
- 38.7 In addition to the provisions contained in Condition 38.6 above, the Parties agree that if during the Contract Period staffing levels are reduced exclusively as a consequence of redundancy of employees, the Buyer shall (subject to the Supplier consulting and obtaining the written consent of the Buyer before making such employees redundant, such consent not to be unreasonably withheld) reimburse the Supplier such amount of an employee's redundancy payments which have been properly incurred and are exclusively attributable to that employee's period of employment by the Buyer. The Supplier accepts liability for all redundancy payments pertaining to the length of service of the relevant employee with the Supplier.
- 38.8 The Supplier shall ensure that New Joiners are offered terms and conditions of employment which are, overall, no less favourable than those of Transferring Employees and in doing so the Supplier shall comply with the



provisions of any code of practice issued by the Government in relation to New Joiners. The Supplier shall indemnify the Buyer against any claim by a New Joiner or a former New Joiner which may arise out of the failure on the part of the Supplier to comply with the requirements of this Condition.

38.9 The Supplier shall undertake to include in any sub-contract specific provisions which provide equivalent obligations upon each sub-Supplier to those accepted by the Supplier under this Contract and which provide for enforcement by:

- a) Transferring Employees; and/or
- b) New Joiners; and/or
- c) the Buyer

directly against the sub-Supplier and preserving their rights under the Contracts (Rights of Third Parties) Act 1999. Copies of all sub-contracts (un-priced) shall be provided to the Buyer upon sub-contract award. The Supplier shall indemnify and hold harmless the Buyer against all claims, whatsoever and howsoever arising, which may at any time arise out of the failure on the part of the Supplier to comply with the requirements of this Condition.

### 39. DATA PROTECTION

39.1 For the purposes of this Condition 39, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.

39.2 The Supplier shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

39.3 Notwithstanding the general obligation in clause 39.2, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Buyer the Supplier shall:

- a) Process the Personnel Data only in accordance with instructions from the Buyer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Buyer;
- b) comply with all applicable laws;
- c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Supplier's obligations under this Contract or as is required by Law or any Regulatory Body;
- d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;



- e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- f) obtain prior written consent from the Buyer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Buyer;
- h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition 39;
- i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Buyer;
- j) not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Buyer or in compliance with a legal obligation imposed upon the Buyer; and
- k) notify the Buyer (within five Working Days) if it receives:
  - i. a request from a Data Subject to have access to that person's Personal Data; or
  - ii. a complaint or request relating to the Buyer's obligations under the DPA;

39.5 The Supplier shall indemnify and keep indemnified the Buyer against all actions, claims, costs, damages, deductions, expenses losses and liabilities incurred by the Buyer in respect of any breach by the Supplier (and/or any act or omission of any sub-contractor) of its obligations under this Clause 39.

39.6 The provision of this Condition 39 shall apply during the Contract Period and indefinitely after its expiry.

#### **40. LAW AND JURISDICTION**

The Contract shall be governed by and construed in accordance with the Laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

#### **41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless expressly stated nothing in this Contract or any agreement referred to herein will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the Parties to this Contract.

#### **42. ACCESS AGREEMENT**

42. Notwithstanding Condition 41, the Supplier agrees (on condition that the Supplier has capacity to do so) to provide services of the same nature as the

Services to such of the Participating Organisations as the Buyer may at its absolute discretion nominate from time to time during the Contract Period. Any such arrangement shall be in accordance with the following conditions:

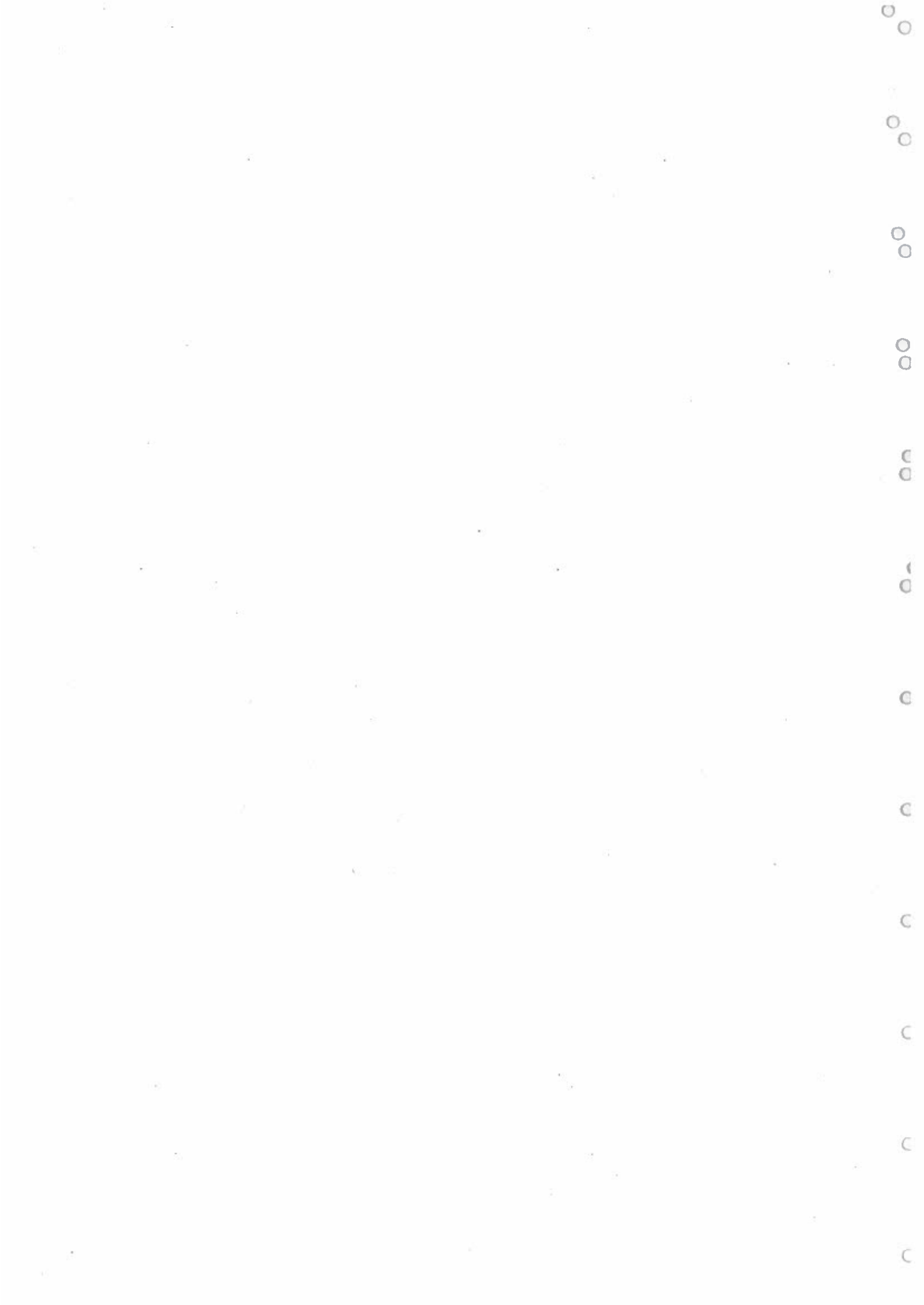
- (a) The Supplier and the Participating Organisation shall sign an access agreement in the form provided in Schedule 3 (the "**Access Agreement**") prior to the provision of services;
- (b) The arrangement between the Supplier and the Participating Organisation shall be subject to the terms of the Access Agreement;
- (c) The Charges payable by the Participating Organisation shall be no greater than the charge and pay rates set out under this Contract, and
- (d) The arrangement between the Supplier and the Participating Organisation shall be of fixed duration and shall not be for any length of time that is longer than the Contract Period.

#### **43. BLACKLISTING**

- 43.1 The Supplier must not commit any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Buyer to terminate the Contract with immediate effect.

#### **44. DUE AUTHORISATION AND EXECUTION**

- 44.1 The Supplier represents and warrants to the Council that the Supplier has power and authority to enter into, deliver and perform its obligations under this Contract and the transactions/activities contemplated by this Contract, and that it has taken all necessary action to authorise the entry into, delivery, execution and performance of this Contract. The Council shall be entitled to rely on the Supplier's signature to this Agreement as conclusive evidence of such due authorisation and execution without further enquiry.



**SCHEDULE 1**  
**BUYER'S SPECIFICATION**





## Forward

Islington's intention is to procure a civil enforcement service provider committed and able to provide a high quality parking service which improves the lives of those who live, work, visit and travel in Islington.

The chosen supplier will be a full partner in the management of Islington's on-street parking environment and shall be expected to actively promote user-friendly methodologies in the application of parking regulation and local policy.

## Introduction to Islington

The London Borough of Islington is situated in the northeast of the Inner London area and is bounded by the boroughs of Camden, Hackney, Haringey and the City of London.

Generic information about current parking services which may assist the tenderer in understanding requirement and formulating their bid may be found on Islington Council web pages.

Website: - [www.islington.gov.uk](http://www.islington.gov.uk)

Islington Transport Strategy documents can be found via the following link

Website: - <https://www.islington.gov.uk/roads/transport-strategy>

Further relevant documents can be sourced through our web pages, copy and paste link into your browser for sight of following;

**Parking Policy Statement:** - <https://www.islington.gov.uk/~media/sharepoint-lists/public-records/transportandinfrastructure/information/adviceandinformation/20152016/20150723parkingpolicystatementjuly2015.pdf>

# CONTRACT TENDER INFORMATION

The information given in this section is to assist the tenderer in the formulation of their bid and should not be viewed in isolation or relied upon solely when a tender is compiled.

Tenderers are advised to carry out their own surveys were deemed necessary and to read this section in conjunction with all other relevant contract documents.

## TENDERER FRAMEWORK OVERVIEW

This Framework is designed to enable participating London Local Authorities (Organisations) to 'call-off/draw down' services from a diverse menu of parking related services and resources at any point within the 4-year framework tenure. Each authority may choose their specific requirements for periods which suit their particular procurement cycle and would expect to negotiate relevant terms with the provider based upon the initial pricing schedule offer.

Islington Council's procurement cycle requires a seven year call off for 'core services' (described below) commencing on the **1 September 2017** which shall be subject to break and variation clauses as indicated in council conditions of contract.

### Generic (Core and Non-Core services)

Tenderers are asked to tender to a menu of parking related services.

**CORE** services would then form the basis of an initial specification for services by Islington Council, relating to the provision of an on-street (Traffic Management Act) and off street (Protection of Freedoms Act) parking enforcement regimes.

**NON-CORE** services will relate to compatible parking services, for the provision of but not limited to, back office processes such as correspondence and permit processing, cash collection (from pay and display machines), road lining and marking, parking bay suspension provision.

(As listed in Advert and itemised in pricing schedules)

## London Borough of Islington (LBI) SPECIFICATION

### TENDERERS NOTES

Contract commencement date is 1 September 2017.

Tenderers must provide a full bid or explain why elements are omitted. For price evaluation purposes where an item has been omitted or carries only a nominal value, a value equal to the highest sustainable bid received will be notionally substituted.

Tenderers can assume and guarantee that their staff must be effectively trained in customer care and communication skills and decriminalised parking legislation, hold or work toward NVQ and associated training qualifications and that the successful Tenderer and their staff will maintain a positive image for the service in partnership with the Council and will adopt an ambassadorial role.

The successful tenderer must ensure that their staff and any sub-contracted staff understand and comply with Islington Council drugs and alcohol policy.

It will be assumed that the contractor has carried out all necessary surveys and self assessments prior to the submission of its tender and that it has requested from the Council and examined, any relevant historical data available to support its tender.

In relation to Islington Councils specification the successful tenderer will have access to Islington's enforcement CCTV control room facilities and use of existing parking service premises.

Currently there are three Islington parking related premises serving as operational bases, situated in 29-33 Old Street EC1, (with CCTV enforcement suite), at Lillingston House, (Harvest Estate, Citizen Road near Emirates Stadium) and at 1 Carnegie St N1 (limited operational hours 7am – 9pm).

Tenderers will also be required to supply Islington with access to a secure vehicle compound and customer reception centre, open to the public during the hours of 08:00 to 20:00, with out-of-hours call-out service available.

A twenty-four hour, seven-day customer HOT LINE must be operated by the successful tenderer, enabling members of the public access to assistance and information relating to parking matters at any time.



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## FINANCIAL SPECIFICATION NOTES

### ANNUAL PRICING UPLIFT

In each year of the contract term an assessment of external pricing indicators will be necessary to ensure parity of contract price with inflation or deflation trend.

In the first instance partnership panel will agree a figure for the period in question based on Consumer price Index (CPI) report.

### ANNUAL AUDIT REPORT

In August each year the contractor must provide a contract status report identifying a full list of charges for the coming 12-month period. CPI uplift would then be applied in conjunction with Islington finance management according to Islington's financial year model.

### DEVELOPMENT FUND

The contractor must set aside a percentage of their expected annual margin for exclusive use in the development of the service. This sum may for example be used to provide additional staff training, carry out performance surveys, trial new equipment and information technology innovations or to purchase upgrade to existing service equipment outside of normal renewal due to wear and tear or expiry.

Any development project carrying a cost must be identified and recorded by the partnership panel and then be submitted for reconciliation as a charge against the contractual development fund held by the contractor.

### Contract Development Fund Surplus

The partnership panel will consider and agree arrangements for the distribution of any 'unspent' annual allocation however in the first instance any remaining sum will be recharged to the Council.

### Contractor Overspend

In the event that the contractors predictive contract costs exceed the total agreed annual contract value, such over-spend will be borne by the contractor in full unless such sums were pre-agreed at partnership panel for an identified purpose.

### PERFORMANCE RISK BOND

The contractor must place at risk a percentage of their expected contract surplus against achievement of Key Quality Performance Indicators. This percentile of risk is to be decided by the tenderer and inserted into their pricing summary (item F) and converted into a financial sum according to their bid price.



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# SPECIFICATION

## CONTRACT MANAGEMENT

### Partnership Panel

The contractor and council officers will participate in forming a Partnership Panel, designed to guide the service from initial implementation through to full contract term, with an overarching remit to take account of legislative requirement and to manage parking policy and practice changes.

Participating council officers will be drawn from, but not limited to, the Director of Public Realm, the Head of Traffic and Parking, Parking Contracts Manager(s), Principal Contracts Manager and Senior Contracts Manager. The contractor will resource its' panel members with comparable authority and experience.

The panel will be authorised through council delegated authority and the contractors' contractual commitment, to take decisions on the management of the contract with authority to make practical adjustment as appropriate.

The panel will ensure adherence to Council policy and quality issues, to present and future legislation and future, and will ensure that the financial health of the contract is monitored to ensure value for money.

The panel will look back on achievements and failures to absorb lessons from performance indicators to identify challenges and set goals for each quarter of a rolling 12-month contract improvement program.

Where appropriate with due regard for Council standing orders and regulation, the panel will formulate reports and will seek approvals at full executive board or delegated authorised body.

### Partnership Panel Sub-group

The partnership panel shall appoint a sub-group tasked to meet on a monthly basis, with a remit to project manage the initiatives and objectives agreed by the core panel and to report back.

### Panel Objectives

The panel is tasked with ensuring a successful implementation stage and for ensuring continued suitability of purpose for the contract, through the full contract term.

Further the panel will maintain responsibility for compliance with legislation, Council policy(s), contract terms conditions' and specification and for scoping initial and further contract objectives.

The panel will review, negotiate and agree Key Performance Indicators and Risk Bond assessments in order to approve contractual payments and deductions.

### Initial Objectives

Include but are not limited to;

#### 1. Key Quality Performance Indicators (KQPI) selection and implementation.

Initial KQPI indicated below will be reviewed quarterly and as and when a KQPI is fully met or becomes redundant may be substituted.

- Percentage of Correctly Issued PCN
- Resource Provision
- Percentage of Upheld Complaint
- Quality and Retention of Staff
- Deployment Hours



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## Further Objectives

Include but are not limited to;

- Identification of cost effective improvement to services provided
- Continued modernisation of services provided

## Panel Meeting Schedule

The panel will hold regular meetings throughout the contract implementation phase, as many as necessary to ensure successful contract launch and not less than two.

Subsequently the panel will meet on a quarterly basis thereafter throughout the term of the contract.

## Service Level Agreements (SLA)

Where the contractual document does not specify a sufficient level of detail to allow the panel to reach a conclusive understanding on a given issue, a service level agreement will be drawn up to bridge the gap between any practical service need and the contracted agreement.

The panel will commit to the delivery to timescale for any action points or initiatives that may be defined.

## Contract Mediation

Failure to comply with contract terms conditions, specifications, clauses, SLA or with partnership panel agreements or action plans, will be considered a non-conformance with contractual obligation and mediation will be sort accordingly.

To this end, within 6-months of contract implementation, the panel will agree the role, source, commission and empower a professional body or consultancy to act as a mediator in the event of any catastrophic failure to reach agreement on a contractual issue.

The contractor and the Council, in equal share, will share the cost of this mediation service.



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## **OPERATIONAL NOTES**

### **Emirates Event Control**

The contractor shall enforce match day and event controls associated with Emirates Stadium/Arsenal Football Club, on all match/event days, to the full enforcement hours specified by the TMOs' or as required. Any additional cost will be paid in accordance with the schedules of rates. Emirates events include 19 premier league football matches and may include further cup and European matches and other non-sport related stadium events.

### **Transport for London Road Network**

The Contractor will be responsible for enforcement of Islington's' designated parking places on the TfLRN, such as short stay parking and permit parking places. The contractor is not responsible for the enforcement of any other restriction on the TfLRN, unless under a specific Service Level Agreement entered into by Islington Council, its' contractor and TfL.

### **Times of Operation – Controlled Parking Zones**

CPZ operational hours are defined by Traffic Management Order and may be varied subject to review.

In addition to the patrols specified by the beat model, the contractor shall, from time to time, carry out additional enforcement as in the form of a Special Enforcement Request.

CPZ hours are available on Islington's parking web pages



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## **MANAGEMENT OF INFORMATION AND TECHNOLOGY**

The Contractor, alongside its own in-house IT, must effectively interact the Councils incumbent IT r database provider and system modules and or any other information service, system or software as directed by the Council for business or service enhancement.

### **Hand Held Computers Terminals / Android Phones**

At contract commencement, the contractor will utilise the councils existing stock of Hand Held Computers Terminals or Android Phones and Sims, printers and sundry equipment.

The contractor will maintain responsibility for the reasonable care and condition of this equipment and for reporting deficiencies and damage in a timely and organised manner and will be responsible for replacement of any lost or damaged equipment.

The contractor will retain responsibility for the supply, sufficiency and ongoing maintenance of suitable for purpose equipment, throughout the contract term.

The contractor will thereby be responsible for the cost of replacement for this key equipment on two occasions during the lifetime of the contract and must account for this within their bid pricing model.

### **Digital Camera**

At contract commencement, the contractor will utilise the councils existing stock of digital camera.

The contractor will maintain responsibility for the reasonable care and condition of this equipment and for reporting deficiencies and damage in a timely and organised manner.

The contractor will be responsible for replacement of any lost or damaged items and for renewal of power packs.

The contractor will thereby be responsible for the cost of replacement for this key equipment on as many occasions as is necessary during the lifetime of the contract and must account for this within their bid pricing model.

### **Body Worn Camera**

The contractor will supply on street staff with body worn camera and a suitable back office support system to store, protect and manage images.

The contractor will thereby be responsible for the cost of replacement for this key equipment on as many occasions as is necessary during the lifetime of the contract and must account for this within their bid pricing model.

### **Hardware and equipment**

Hardware and equipment provided or supplied, either by the council for the contractors use or directly by the contractor for use on this contract will be maintained or replaced by the contractor as necessary during the life of the contract.

At the end of the contract term, all hardware and equipment will be deemed to have been purchased by the Council and shall revert to Council ownership.



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## HUMAN RESOURCES

### Civil Enforcement Officer(s)

The Contractor shall;

Supply sufficient suitably trained and experienced personnel to staff supervise and manage the service, to ensure prompt and competent provision of the service at all times, including the provision of staff to facilitate cover for breaks, holidays and sickness.

Ensure that a suitable responsible manager or deputy officer shall be present in the CCTV control room during operational hours.

Ensure that their staff be attired and conduct themselves in accordance with Dress and Conduct Codes.

Supply an identification card to its employees, incorporating a head and shoulders photograph in a format approved by the Council. The identification card shall be carried at all times by the operatives and shall be displayed above waist level.

Ensure that its employees comply with the Council's policies' on health and safety and on equality.

Supply a system for monitoring the history, conduct and performance of all staff employed on the contract and enroll in a scheme that monitors' driving standards.

### Recruitment and Second Tier Selection Interview

The contractor when advertising for staff must have a view to recruiting from as wide a range of diverse communities as practicable.

All contractor candidates for management posts may be subject to a second tier interview process.

Council officers will form a two-person panel and the contractors' preferred candidate will be interviewed. Unsuccessful candidates may not be deployed on the Islington contract.

Council officers will ensure that this procedure is not applied unreasonably or vexatiously, however, the contractor will retain a right of appeal to the Partnership panel.

### Training, Development and Appraisal

The contractor will ensure that a structured induction process is completed and that development and training programmes are undertaken for each employee. The contractor must ensure that training needs analysis is undertaken bi-annually.

As a minimum, CCTV operatives shall be certified to the required standards, including but not limited to BTEC level II in control room principles, control room practices and CCTV traffic enforcement and shall be trained in any future certification and or legislation as required by governing bodies.

Staff performance standards will be continuously monitored and appraised by the contractor. Any sub-standard performance identified must be addressed within an agreed timescale, with additional training and/or disciplinary measure as appropriate.

Prior to deployment, driving operatives will have demonstrated that they are qualified drivers by production of a full and current EU recognised driving licence of at least two years standing and shall also have completed the Councils internal driving test and shall be competent in their subsidiary duties.

### Recruitment

Should the contractors recruitment model return excess resource then this will be at the contractors expense and a consideration of this eventuality must be included in the contractors pricing bid model.



## **Drug and Alcohol Policy**

Contractor staff will be subject to the council drug and alcohol policy. The contractor must take steps to identify key personnel and to implement a programme to regular test for non-compliance.

The contractor must ensure that any sub-contracting personnel are equally effectively appraised and vetted.



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## **DEPLOYMENT**

### **Effective Beat Design**

Islington's Special Parking Area is divided into Controlled Parking Zones within which CEO are to be deployed on designated 'beats'. The contractor will initially adopt the existing 'beat model' and make a suitability assessment.

This suitability assessment will take account of 'parking compliance' patterns, 'hot-spots' and effective resource management. The contractor will provide a considered alternative 'beat model' within 3-months of contract commencement.

Subsequently, the contractor shall carry out bi-annual review of the beat modelling and supply their renewed assessments to the partnership panel.

### **Effective Beat Deployment**

Sufficient CEO will be deployed in order to properly manage the parking requirement for each individual beat. The contractor will take account of the CPZ enforceable hours, the geographic make-up of the CPZ and on-street parking type and density.

The Contractor shall ensure that all CEO are rotated between area bases regularly and rotated between beats in the area in order to ensure that no CEO are permanently assigned to a particular beat.

### **Deployed CEO Hours**

Current beat models (January 2017) require the contractor to supply 209,716 deployed hours per annum (including out-of-hours enforcement) and a further 6,000 deployed hours to be available for possible Emirates events.

### **Non Deployed Hours**

Current back office support and administration hours amount to 27,059. This figure is for guidance only and it is expected that the contractor will provide efficiencies by use of technology and best practices.

### **Out-of-Hours enforcement**

The contractor shall deploy sufficient CEO to provide a proficient 'out-of-hours enforcement service', to address dangerous obstruction and serious parking infringements and to enforce the overnight lorry ban order borough-wide.

For the purposes of this contract, 'Out-of-hours' will be construed to incorporate any period, which falls outside of normal CPZ-enforcement times and shall be on a full year basis.

### **Health and Safety**

The contractor must carry out risk assessments for all premises and areas of the operation and for the safe use of equipment and vehicles, in relation to their staff, council officers and the public.

After initial assessment regular reviews must be undertaken in line with legislation and best practice or as such time as any change is affected to the fabric or infrastructure of the working environment.



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## **CLOSED CIRCUIT TELEVISION CAMERA (CCTV)**

### **CCTV Services Overview**

The Council operates a network of CCTV camera for moving traffic contravention purposes, with a mix of attended pan-tilt and zoom and a majority of unattended lane watch.

All administration up to the stage of printing a notice is to be carried out within the CCTV team.

In addition, the contractor must operate a fleet of mobile CCTV Smart cars to be used as mobile monitoring stations for the further enforcement of Moving Traffic Contraventions and as spotter vehicles for parking contravention.

### **CCTV Control Room Operation**

The contractor shall be provided with a CCTV enforcement control room, equipped with sufficient equipment to record and process enforcement footage.

The Councils CCTV manager will ensure maintenance of CCTV and IT equipment, fixtures and fittings as appropriate.

The contractor will be responsible for ensuring that equipment, fixtures and fittings are operated in accordance with manufacturer recommendation and good practice and in accordance with all relevant legislation and agreements. This includes CCTV Code of Practice (London Councils), Data Protection, Security Industry Authority and Health and Safety.

The contractor will ensure that the control room is operated in accordance with the Councils CCTV policies and procedures, which will be continuously developed and amended in conjunction with the contractor with the aim of improving the operation.

### **Automatic Number Plate Recognition (ANPR) mobile CCTV Fleet**

The contractor will supply and operate a fleet of ANPR 'spotter' vehicles and a system to enable the direction of CEO to identified vehicles in potential contravention.

Currently Islington deploy a leased fleet of 10 ANPR equipped vehicles, the successful contractor is tasked to propose and cost their own solution within their bid model.



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**ANCILLORY SERVICES**

**Customer Reception Centre and Vehicle Storage Facility**

The main customer reception centre shall be situated within eight Kilometres of Highbury Corner (except south of the River Thames unless a business case is submitted for providing such a service) and must be a secure site.

The contractor shall be responsible and financially liable for the security of the storage facility and all vehicles therein. The premises will be accessible with good, adequate public transport links in the immediate vicinity and be open to the public Monday to Saturday between 08:00 and 20:00 and between 10:00 and 16:00 on Sunday and Bank holidays. Outside of these hours, the contractor must provide a call out service to manage customer expectation for vehicle release.

The contractor must provide, monitor and operate a CCTV surveillance system within the confines of the vehicle pound and where appropriate on site access roads. As a minimum, a colour and sound CCTV system shall be provided within the customer reception centre, to record both customer and operative activity. CCTV tapes or digital disc must be logged, securely stored and made available to the CAO upon request.

The contractor must provide restricted access control to non-public areas within the premises and further, restrict access to the CCTV control suite for all but necessary operational staff.

**Abandoned Vehicles**

The Council and its nominated contractor are responsible for the removal and disposal of abandoned vehicles from the public highway in the Borough of Islington under the Refuse Disposal (Amenity) Act 1978 and related legislation. Disposal may be by destruction or by auction, as directed by the Councils nominated officers.

The Contractor will supply the necessary resource and facilities for the removal or nuisance vehicles and disposal of abandoned vehicles from Islington. Disposal must be carried out by a Certified Waste Metal Vendor and at an appropriate Waste Recycling Centre. Appropriate records made and kept for audit purposes.

**Vehicle Removal Resource provision**

The contractor is tasked to provide the necessary human and physical resource to meet the requirement of the service and as a minimum will supply the initial resource in line with table A.

**Table A**

Minimum THREE (3) HIAB recovery vehicles	Controlled Parking Zone IS – All zones	Mon - Fri	[REDACTED]
		Saturday	
	Upon request at additional charge	Out of Hours	

**Vehicle Storage**

The contractor must supply sufficient vehicle storage facility to provide operational space for twenty (30) vehicles.

The contractor must supply a comprehensive record of all vehicles removed to storage with notation for vehicles released, de-canted or sent for disposal.

**Vehicle De-cant**

Vehicle relocation from the main storage pound to another location, de-cant, may include but is not limited to a requirement to return vehicles to any location within the borough boundary.

The contractor must supply a comprehensive record of vehicle movements between locations.



## **Vehicle Disposal Process**

Vehicles authorised for disposal fall into two categories', those that may be sent to auction and those, which are to be salvage.

Action by the contractor for vehicle disposal or auction must be recorded. All vehicles sent for disposal must be managed via a certified waste metal vendor and authorised waste transfer station.

Revenue accrued by the contractor must be disclosed and recharged on monthly invoicing as a credit item to the council.

## **Contractor Vehicle Disposal Responsibility**

The contractor must provide evidence that a vehicle has been duly authorised for disposal taking account of current legislation and best practice in relation to keeper notification and unclaimed disposal procedure.

The contractor will take responsibility to contact the last known keeper, maintain a record file for correspondence for each vehicle and obtain relevant destruction confirmation documents.

All such evidence in relation to unclaimed vehicle disposal shall be made available as the contractor must supply a comprehensive record of all unclaimed vehicle disposals and supply copies of all relevant, certificates and permissions.

## **Further Enforcement Services**

Subsequent, to the service of a penalty charge notice, the council may require reasonable 'further enforcement' in specific circumstances.

This further enforcement takes the form of vehicle immobilisation and / or removal and the specific circumstances applicable are limited as follows:

- Blue badge and permit fraud or abuse
- Untaxed nuisance vehicles
- Persistent evaders of penalty notice charges
- Persistent offenders
- Dangerous obstructions
- Serious parking infringements

The contractor will operate to a system of established priorities as provided by the council and shall not immobilise or remove any vehicle outside of these tolerances unless authorised by a nominated council officer.

Nominated council officers at this stage are deemed to include the parking services manager, contract manager, principal officer and service quality officers.

## **Operational Base Management**

The contractor will ensure that area bases currently at Old Street, Carnegie Street and Lillingston House are maintained in good order and that equipment, fixtures and fittings are operated in accordance with manufacturer recommendation and good practice and in accordance with all relevant legislation and any service level agreements.



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## KEY QUALITY PERFORMANCE INDICATORS

### Headline KQPI Menu

KQPI will be agreed and adjusted by the Partnership Panel initially in pre-contract start-up meetings, but can be assumed to include the following items as listed in ITT.

1. Percentage of correctly issued penalty charge notices (pcn)
2. Level of parking compliance (supported by surveys)
3. Percentage of upheld complaint (mutually accounted)
4. Quality and retention of staff (peer group reviewed)
5. Deployment Hours provided (daily, weekly, etc against expectancy)

### Headline Key Quality Performance Indicator (KQPI) Outline

#### 1. Percentage of correctly issued penalty charge notice

Incorrectly issued penalty notices cause inconvenience and distress, damage the reputation of the Council and increase business support pressure. By monitoring incorrectly issued penalty notices, cancelled due to avoidable contractor error, a measure can be applied to identify the cause and reduce any likelihood of continued incorrect issue.

There is a quantifiable cost to the Council inherent in the process for administering business support pressure, further, in any unrecoverable element, where a ticket could or should have been legitimately issued.

In order to monitor compliance with this KQPI a benchmark percentile of 99% accuracy is set, allowing 1% for natural human error.

The contractor will receive an evidence pack for each individual PCN cancelled for CEO error, allowing an opportunity for challenge. The contractor will be deemed to have satisfied the KQPI with an accuracy ratio of 99% or above in any 3-month quarter.

Further, in order to promote user good will and to alleviate the negative 'time and trouble' value experienced by an appellant in making a **representation against the penalty**, a punitive compensation amount of £25 will be paid by the contractor along with a letter of apology in each case where it is demonstrated, on an evidence or balance of probability basis, that the penalty notice was unnecessarily issued.

Qualification for appellant compensation, due to contractor error, will be determined where it may be shown that the contractor issued a penalty notice in circumstances where the contractor may reasonably have been aware, that a penalty charge notice should not have been issued;

IE: Contrary to a client instruction or in a non-enforceable location or due to insufficient training or supervision.

Exclusions will include, parking charge notice cancellation on grounds of council discretion, such as compassion, subsequent council policy change or incorrect vehicle registration, make, colour or location etc.

#### 2. Level of On-Street Parking Compliance

This KQPI is intended to monitor the overall effectiveness of the service key aim for the 'expeditious movement of 'traffic' including pedestrians'.

Compliance will be partially benchmarked against the Councils position using external body performance tables when available, supported by a 'compliance improvement plan', measuring with the application of monitoring tools such as, mystery vehicle identification and street compliance and parking place occupancy surveys and automatic number plate recognition data.

In order to establish this benchmark, the partnership panel will set an activity level commensurate with historical pcn data.



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### 3. Percentage of Upheld Complaint

Where complaints' are received, either through the Central Complaint system or directly at Parking Services or via the contractor they will be fully investigated and an outcome defined.

When it is the case that culpability can be apportioned to the contractor, then this KQPI will track the event.

Further, in order to promote good will and to alleviate the negative 'time and trouble' value experienced by the appellant in making a **formal complaint against the contractor/council**, a punitive compensation amount of £25 will be paid by the contractor in each case where it is demonstrated, on an evidence or balance of probability basis, that the contractor was at fault.

### 4. Quality and retention of staff

Staff retention is an indicative proxy for the service supplier's ability to provide continuity and to maintain high staff performance standards.

Retraining new recruits is not only expensive but carries additional negative weight whilst the recruit adapts to the local anomalies and nuances of parking within Islington. This KQPI is intended to encourage the service supplier to invest in the long-term development of the Islington staff base.

The contractor is reminded of requirement to actively recruit from within our local community where possible, at employment centers, via job fairs and local media outlets.

Islington's social value guidance appended to this contract must also be evaluated and considered.

### 5. Deployed Hours

The supply and deployment of correctly trained supervised and motivated staff and the supply of relevant support resources have a significant impact on service performance and thereby the environment and public realm.

This KQPI is designed as a focal point for 'good-housekeeping' measures, employed to maintain agreed service levels.

The contractor will provide a monthly report documenting resource provision, as an accompaniment to their certified invoice.

At contract outset Islington require a minimum of **226,765** CEO deployed hours annually.

Tenderers may assess this requirement against the human resource provision presented in their pricing schedule return.

This figure may be varied during the life cycle of the contract at operational management level and subsequently such agreed changes must be recorded at partnership panel.

For clarity,

- a deployed hour is quantified where;
  1. A CEO, appropriately trained and equipped and capable of performing the primary function of the role, are deployed on-street or travelling to or from their designated beat and deemed active for duty at that time.
- a deployed hour is not recognised where;
  2. A CEO is at base, otherwise performing administration duties or has taken a rest period or has been notionally deployed without appropriate training or equipment thereby not efficiently able to perform the primary function of the role.

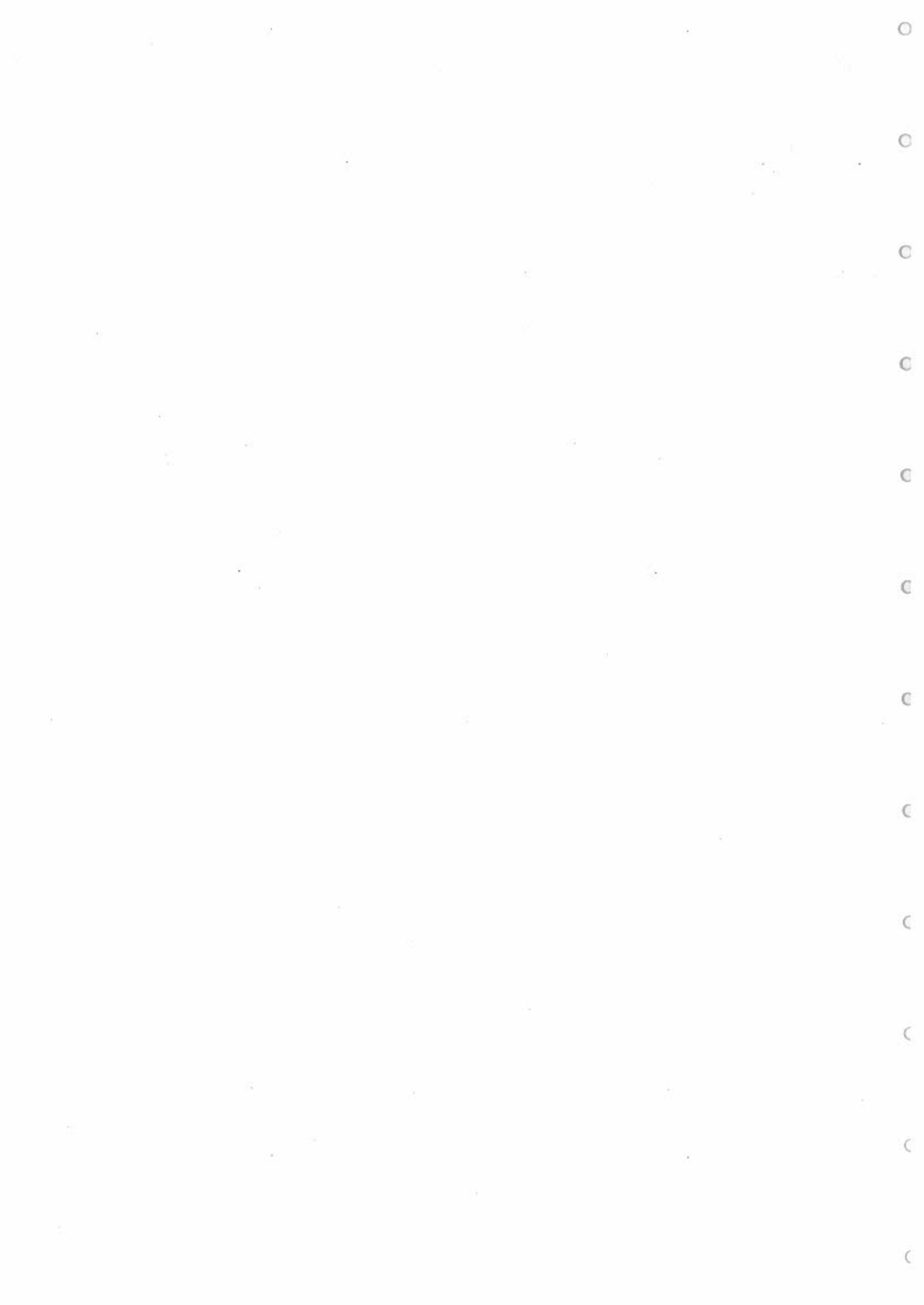
NB: primary function of the role is to ensure expedient and safe movement of traffic including pedestrians, by management of limited parking space through interaction with motorists and the proficient enforcement of parking contravention.



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**SCHEDULE 1A**  
**SUPPLIER'S TENDER RESPONSE**





# Invitation to Tender Return (ITT) (open procedure)

## 1516-1077 Parking Enforcement



**ISLINGTON**

Islington Council  
16/01/2017

Dear Tenderer

**RE: 1516-1077 Parking Enforcement.**

You are invited by Islington Council to tender for the above single supplier framework agreement. The information that you need to complete this tender exercise will be found in this document and any additional documents that have been uploaded to the London Tenders Portal (LTP).

The services will be required by Islington Council and other organisations who may access the framework agreement. Those organisations are: London Borough of Haringey, London Borough of Tower Hamlets and London Borough of Waltham Forest.

The term of the framework agreement will be for 48 months that is inclusive of a 84 month call off by Islington Council from the estimated start date of 01/09/2017.

The duration of the framework agreement will be 48 months. Other participating authorities may choose to opt into the framework during the term of the 48 month depending on when their existing contracts expire.

The duration of the overall contracts will range from a maximum of 84 months (for a contract entered into at the start of the framework agreement) to a minimum of 36 months (for a contract entered into in the fourth and final year of the framework agreement, so that all call-off contracts will have a co-terminus end date and expire at the same time on 31 August 2024).

The estimated value of the SERVICES that may be awarded by Islington Council under the framework agreement including the 84 month call-off is estimated at between £0 and £50 million. Islington Council also anticipates potentially calling off a further £20 million of non-core services during the duration of the framework agreement.

The total estimated value of SERVICES that may be awarded by Islington Council and other participating organisations who may access this framework agreement is estimated at between £0 to £200 million over the forty-eight (48) months period including the maximum term of any call-off of 84 Months at the start of the framework agreement.

This contract is being procured using the open procedure. Under the open procedure, any organisation may submit a tender. This invitation to tender is in four parts. Parts one to three tests the selection criteria for this contract, to assess whether your organisation has the capacity and capability to deliver the contract. Part four tests the award criteria for the contract, to determine which bidder has the best proposal. Only those organisations which meet the minimum requirements in Parts one to three will have Part four of their tender evaluated.

All tender submissions must be returned via the LTP by the date stated in the timetable in this document. It is your responsibility to ensure that you have enough time to upload any  
**1516-1077 Parking Enforcement**

submissions to the LTP. Any submissions that arrive late will not be accepted. Responses returned in any other format will not be accepted.

Yours faithfully

The Strategic Procurement Team  
On behalf of the Evaluation Panel

## Instructions

Please ensure you read the document entitled "Open Tender Instructions" before completing this document.

## Timetable

The provisional timetable that Islington Council plans to follow in the awarding of this contract is set out below. The Council reserves the right to change this timetable.

Activity	Date
Closing date for questions	
Closing date for submission of ITT	
Anticipated contract start date	

\*NB: Organisations need to note the dates identified for site visits/interviews/presentations in the above timetable and ensure the appropriate representatives are available to attend.

## List of supporting documents

This ITT comprises of the following supporting documents:

- ITT 1 Invitation to Tender Instructions
- ITT 2 20170116 1516-1077 Parking Enforcement Open Invitation to Tender Return (this document)
- ITT 3 20171116 1516-1077 Specification
- ITT 4 Contract conditions 161206 Parking Enforcement FWA CPAR122.Islingtonlive.8486080.v0.4
- ITT 5 Pricing Schedule
- ITT 6 Commissioning, procuring and contract managing Social Value in Islington Supply Chain

## TUPE

You are advised to seek independent professional advice regarding TUPE implications for this contract.

Islington Council understands that the terms of the European Acquired Rights Directive 77/187 and/or Transfer of Undertakings (protection of Employment) regulations 2006 ("TUPE") (as amended by The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014) could potentially apply to staff undertaking work

provided by current providers. We are issuing a TUPE Schedule and, where possible, terms and conditions as part of the tender documentation.

It is Islington Council's preliminary view that the regulations may apply, and the Council expects that tenderers will act in accordance with the Regulations. Tenderers should take the following requirements into account:

- the need to consult with a recognised trade union
- the need to maintain existing rates of pay and conditions of employment of employees and a broadly comparable pension
- the need for the successful tenderer to accept liability in respect of all claims for redundancy, unfair dismissal and all other claims related to the transferred employees.

TUPE Staffing Schedule – NB: this document is password protected. You will be sent the password on receipt of a signed Confidentiality Agreement. Please see Appendix 4 'Confidentiality Agreement'. Please return your signed confidentiality agreement via the messaging facility on the LTP for this contract.

You will not be sent the password for the TUPE information until this signed agreement has been received.



# Parking Enforcement 1516-1077

## Open procedure

### Notes for completion

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

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

## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1.1	Potential supplier information	Response
Question number	Question	
1.1(a)	Full name of the potential supplier submitting the information	[REDACTED]
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	[REDACTED]
1.1(d)	Date of registration in country of origin	[REDACTED]
1.1(e)	Company registration number (if applicable)	[REDACTED]
1.1(f)	Charity registration number (if applicable)	[REDACTED]
1.1(g)	Head office DUNS number (if applicable)	[REDACTED]
1.1(h)	Registered VAT number	[REDACTED]
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	[REDACTED]
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	[REDACTED]
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	Not applicable
1.1(k)	Trading name(s) that will be used if successful in this procurement	[REDACTED]
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	[REDACTED]
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	[REDACTED]

<sup>1</sup> See EU definition of SME [REDACTED]  
 1516-1077 Parking Enforcement

1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: <sup>2</sup></p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Date of birth;</li> <li>• Nationality;</li> <li>• Country, state or part of the UK where the PSC usually lives;</li> <li>• Service address;</li> <li>• The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>• Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>○ Over 25% up to (and including) 50%;</li> <li>○ More than 50% and less than 75%;</li> <li>○ 75% or more. <sup>3</sup></li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>• Full name of the immediate parent company</li> <li>• Registered office address (if applicable)</li> <li>• Registration number (if applicable)</li> <li>• Head office DUNS number (if applicable)</li> <li>• Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>• Full name of the ultimate parent company</li> <li>• Registered office address (if applicable)</li> <li>• Registration number (if applicable)</li> <li>• Head office DUNS number (if applicable)</li> <li>• Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them

<sup>2</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)  
<sup>3</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.  
**1516-1077 Parking Enforcement**

Please provide the following information about your approach to this procurement:

Section 1.2		Bidding model		
Question number	Question	Response		
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	[Redacted]		
1.2(a) - (ii)	Name of group of economic operators (if applicable)			
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.			
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.			
Name	[Redacted]			
Registered address	[Redacted]			
Trading status	[Redacted]			

Company registration number				
Head Office DUNS number (if applicable)				
Registered VAT number				
Type of organisation				
SME (Yes/No)				
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
The approximate % of contractual obligations assigned to each sub-contractor				

1516-1077 Parking Enforcement

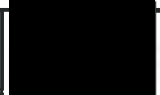
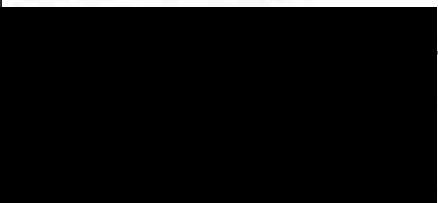
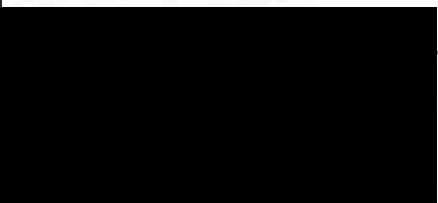
Section 1.3		Contact details and declaration	
Question number	Question		
1.3(a)	Contact name		
1.3(b)	Name of organisation		
1.3(c)	Role in organisation		
1.3(d)	Phone number		
1.3(e)	E-mail address		
1.3(f)	Postal address		
1.3(g)	Signature (electronic is acceptable)		
1.3(h)	Date		



## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation	
	Corruption	
	Fraud	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.</p> <p>Identity of who has been convicted.</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	  
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion	
Question number	Question	Response	
3.1	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>		
3.1(a)	Breach of environmental obligations?		
3.1 (b)	Breach of social obligations?		
3.1 (c)	Breach of labour law obligations?		
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?		
3.1(e)	Guilty of grave professional misconduct?		
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?		
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?		
3.1(h)	Been involved in the preparation of the procurement procedure?		
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?		
3.1(j)	Please answer the following statements		
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of		

	grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

# Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	[REDACTED]	[REDACTED]
4.2	[REDACTED]	[REDACTED]

<b>Section 5</b>	<b>If you have indicated in question 1.2 that you are part of a wider group, please provide further details below:</b>	
<b>Name of organisation</b>	[Redacted]	
<b>Relationship to the Supplier completing these questions</b>	[Redacted]	
<b>5.1</b>	Are you able to provide parent company accounts if requested to at a later stage?	[Redacted]
<b>5.2</b>	If yes, would the parent company be willing to provide a guarantee if necessary?	[Redacted]
<b>5.3</b>	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	[Redacted]



Section 6	Technical and Professional Ability
6.1	[Redacted]
Name of customer organisation	
Point of contact in the organisation	
Position in the organisation	
E-mail address	
Description of contract	

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[Redacted content]

**Contract Start date**

**1516-1077 Parking Enforcement**

<b>Contract completion date</b>	
<b>Estimated contract value</b>	
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

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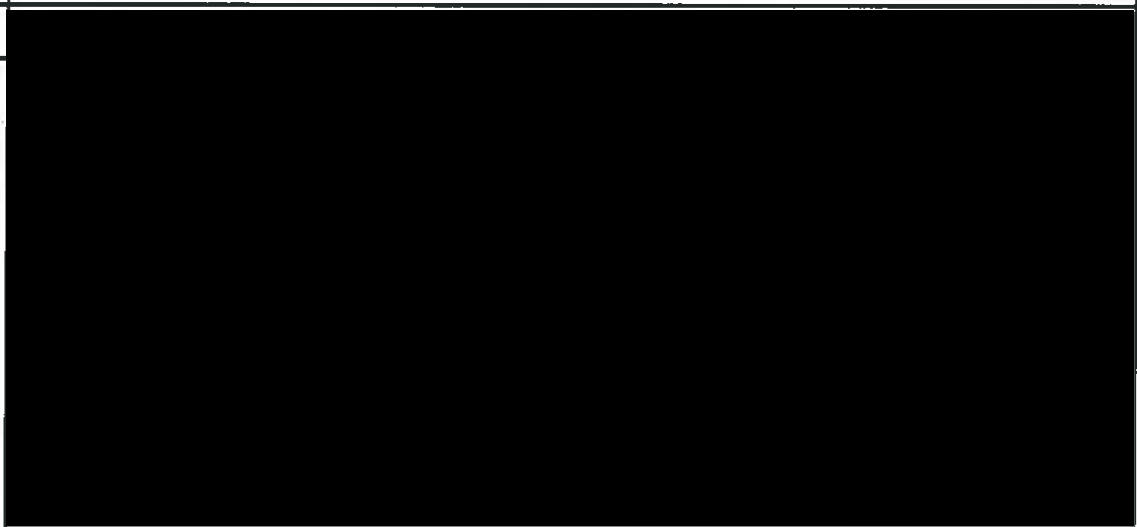
6.3

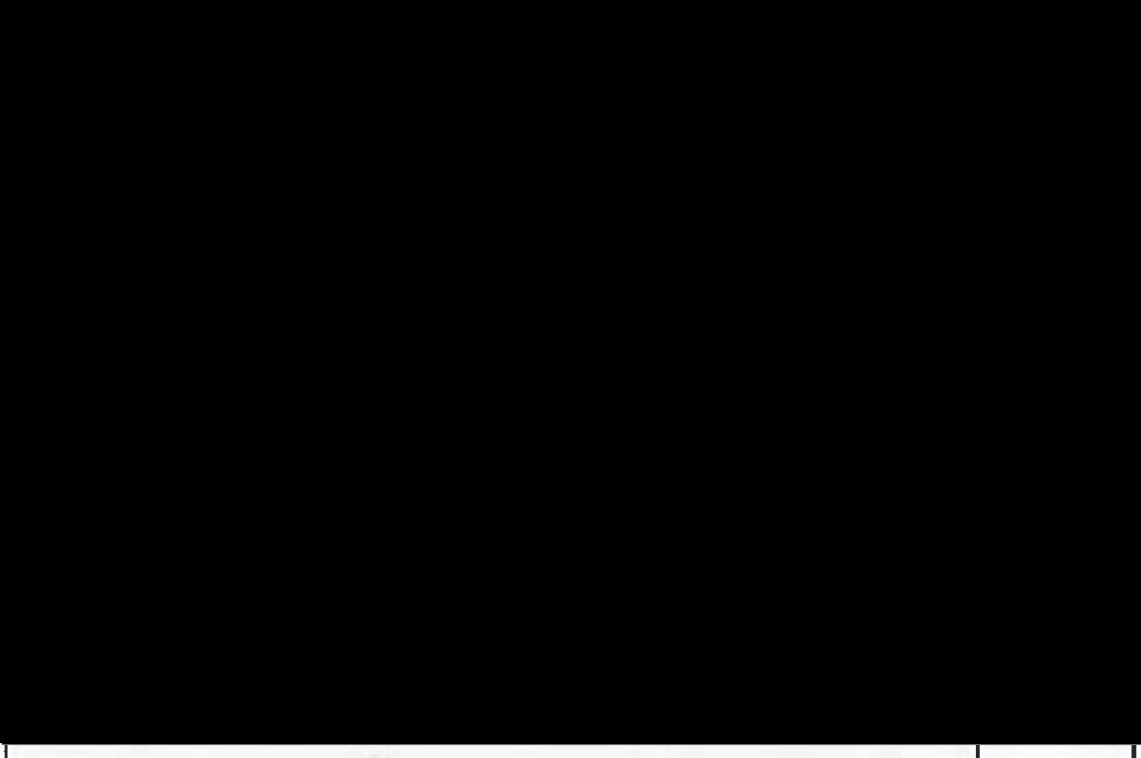
1516-1077 Parking Enforcement

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	

## 8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

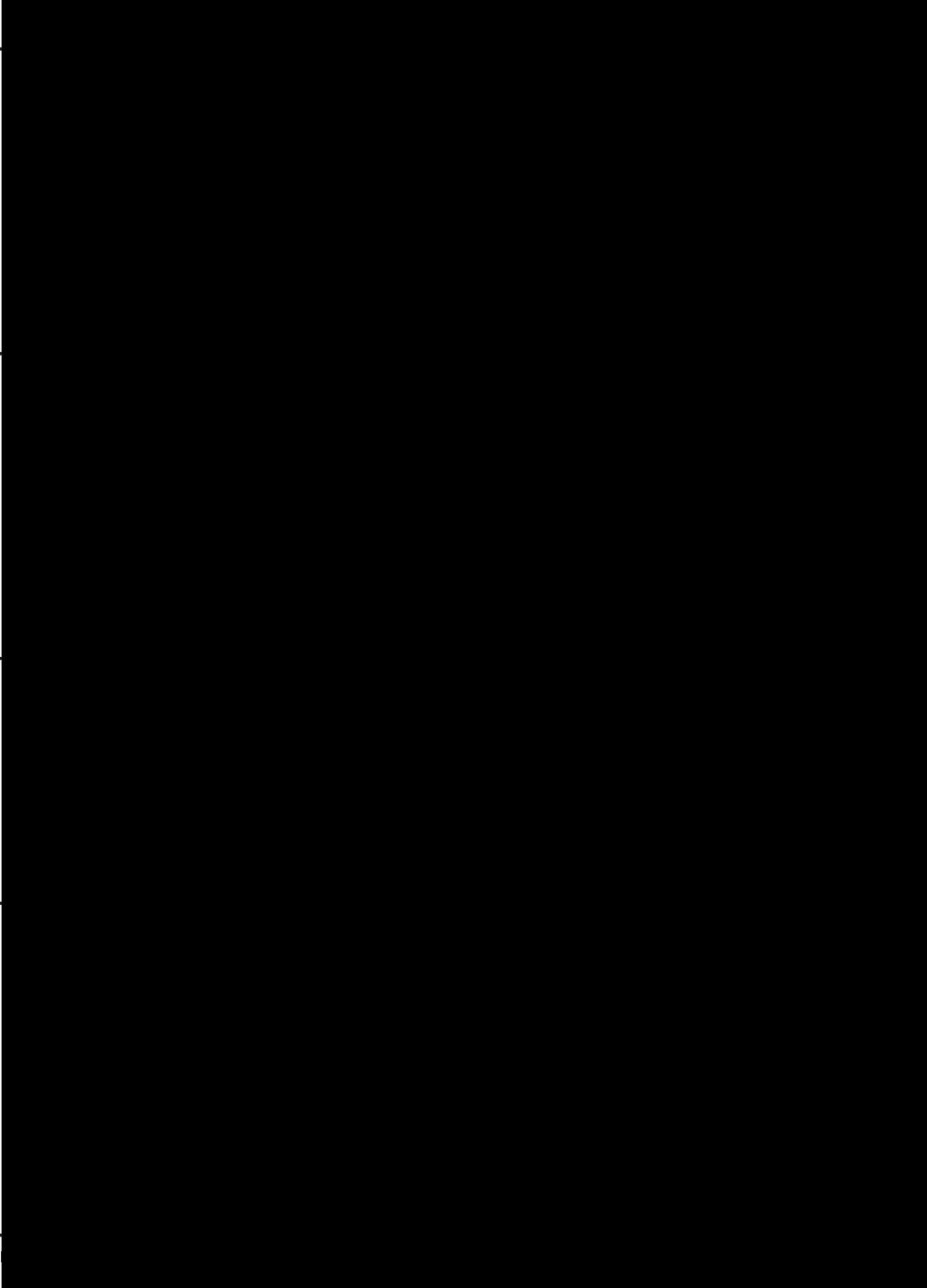
Section 8	Additional Questions
8.1	
a	

8.2	Skills and Apprentices <sup>4</sup> – (please refer to supplier selection guidance)
a.	
b.	
c.	

8.3	Not Used - Not a construction related requirement
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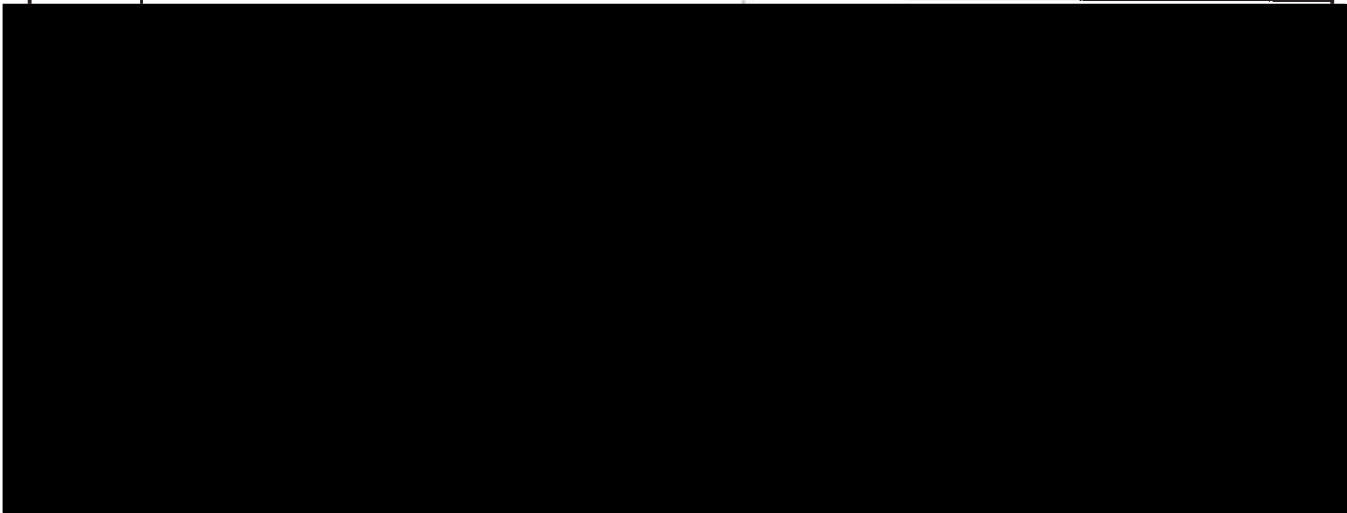


8.4	NOT USED - APPLIES TO CENTRAL GOVERNMENT ONLY
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8.5	<b>Grave professional misconduct – additional questions</b> <b>Please answer the following questions in relation to blacklisting</b>
8.5(a)	
8.5(b)	
8.5(c)	
8.5(d)	

**1516-1077 Parking Enforcement**

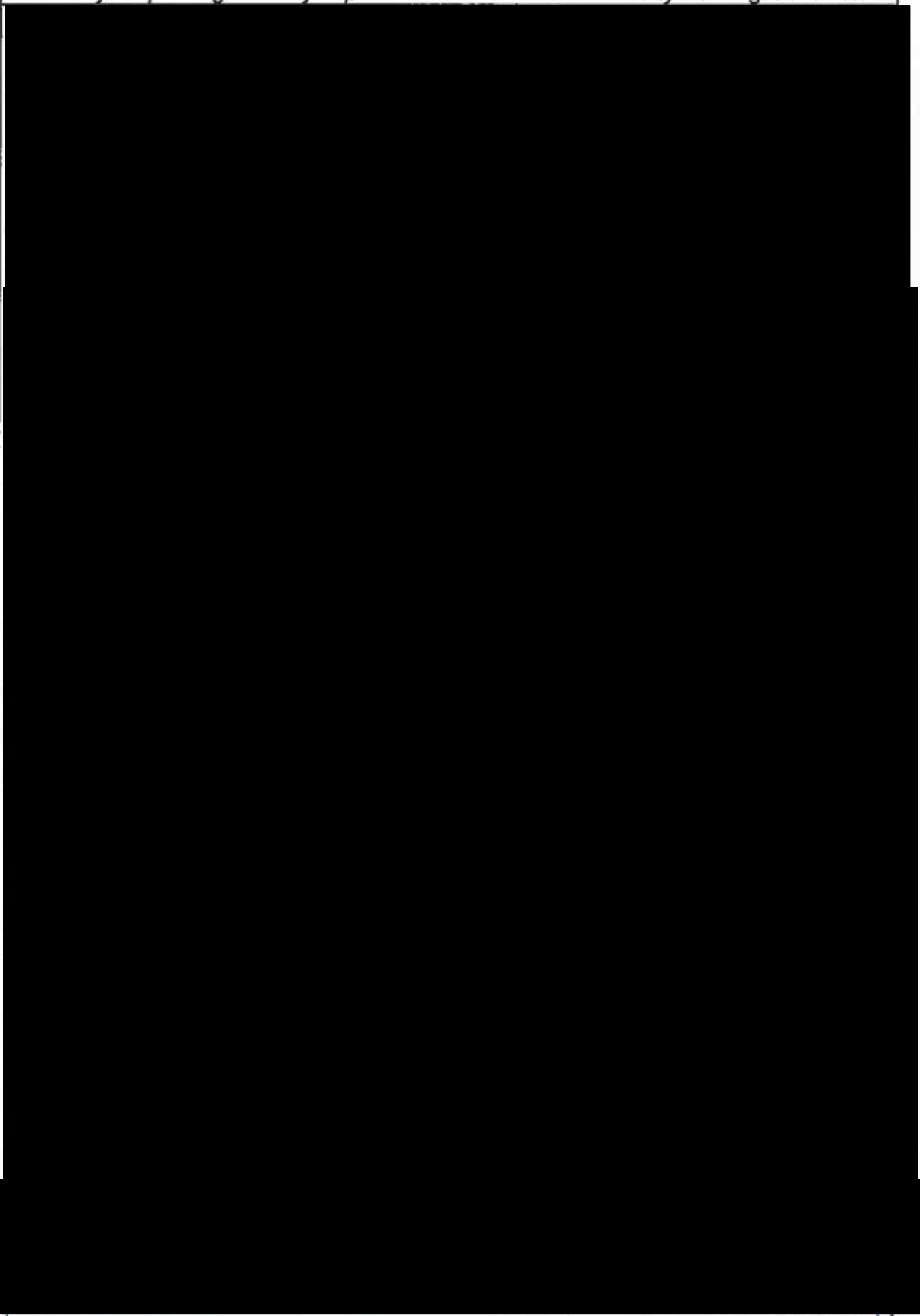
Score	Meaning
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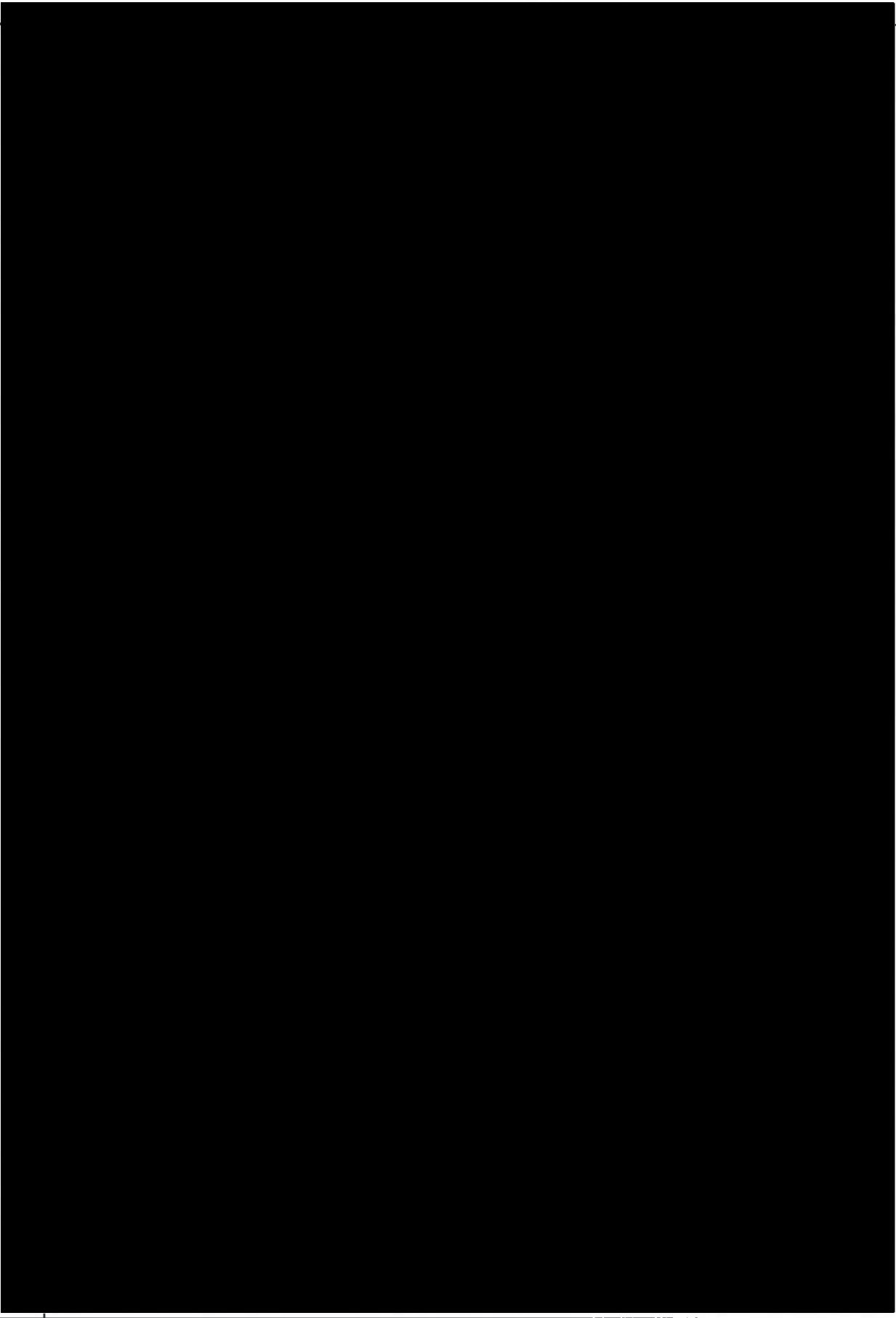
<b>8.6(b)</b>	<p><b>Suitability assessment questions (B1 to B4)</b></p> <p><b>Please answer the questions below within the specified word limit. Do not provide additional appendices in response to the questions unless specifically asked to do so.</b></p> <p><b>Only those organisations who score at least a satisfactory score of three (3) in each question in this section will be shortlisted.</b></p> <p><i>Do not exceed 1000 words for each question. Any words above the specified limit will be disregarded in the Council's evaluation of your answer. Please include a word count after your response.</i></p>
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**B1** *What is your parking industry experience in relation to Inner City Parking Contracts?*

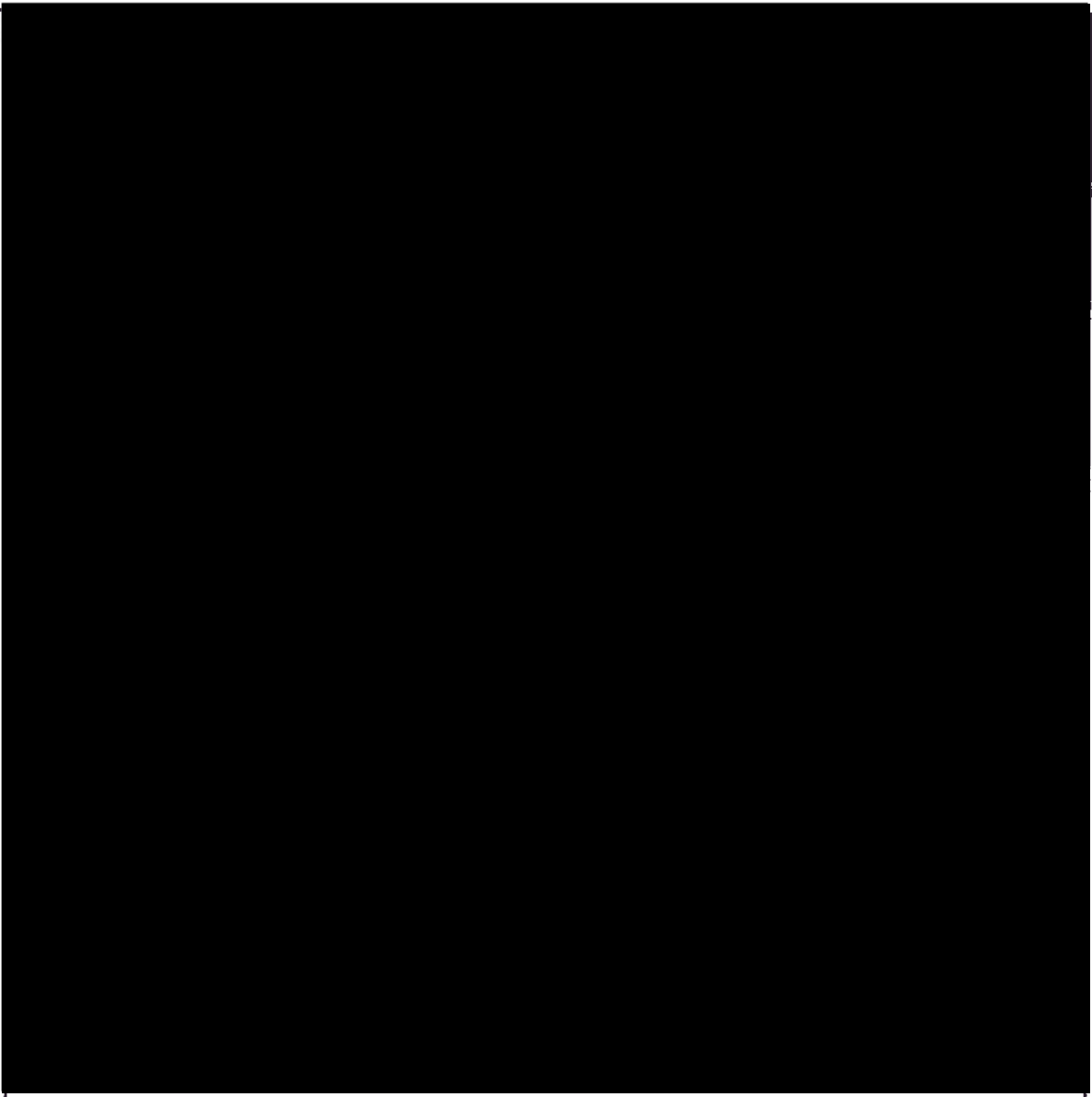
*Answer*

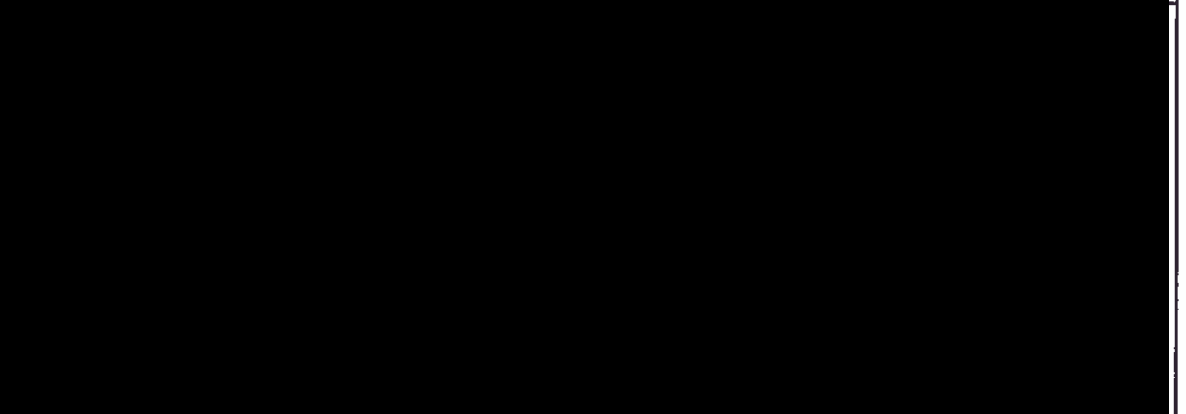


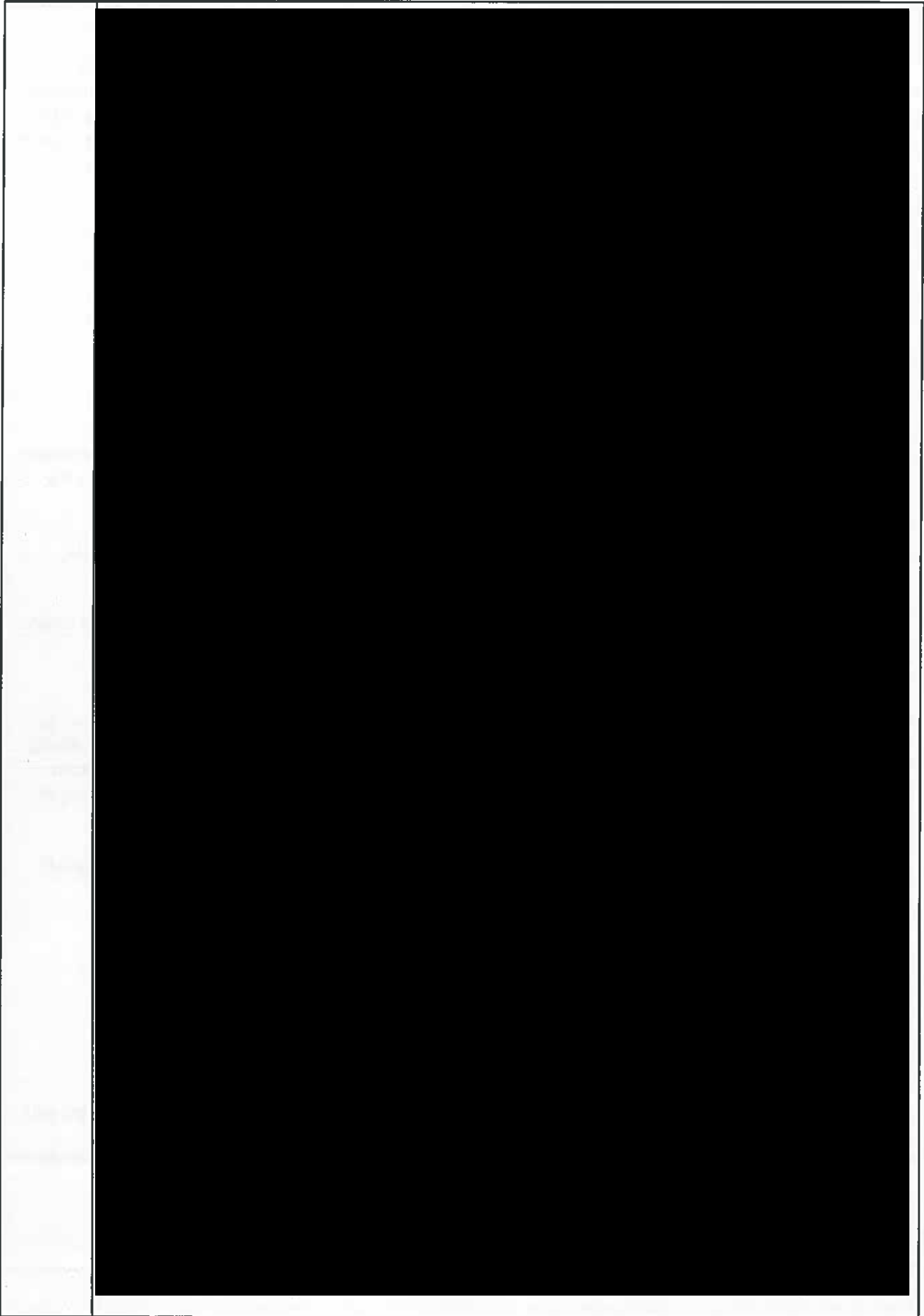


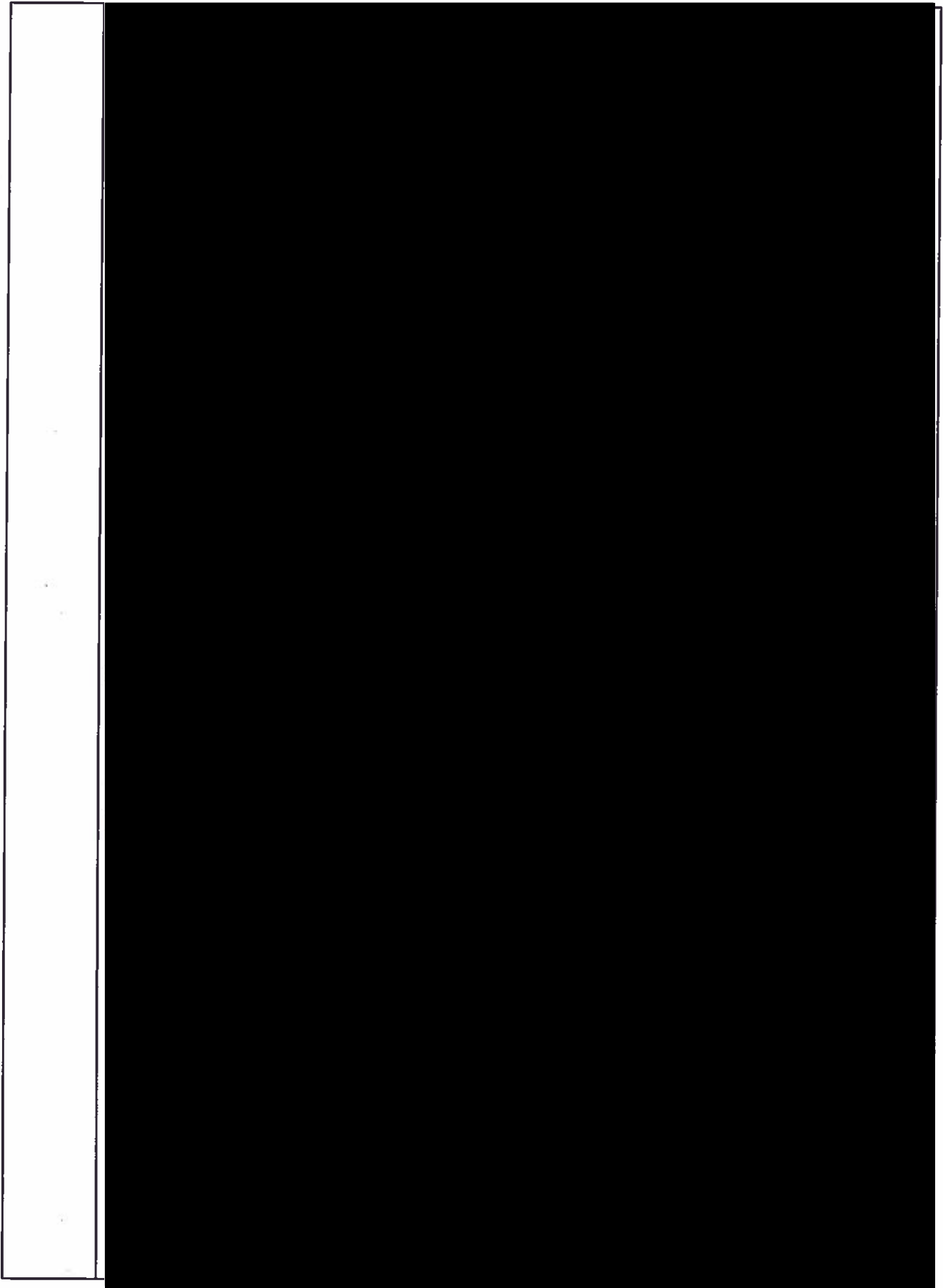




	
<i>Word count</i>	<i>614 (excluding table, map and images)</i>

<i>B2</i>	<i>How have you maximised staff retention on previous Inner City Parking Enforcement contracts including but not limited to your company's approach to staff satisfaction.?</i>
<i>Answer</i>	





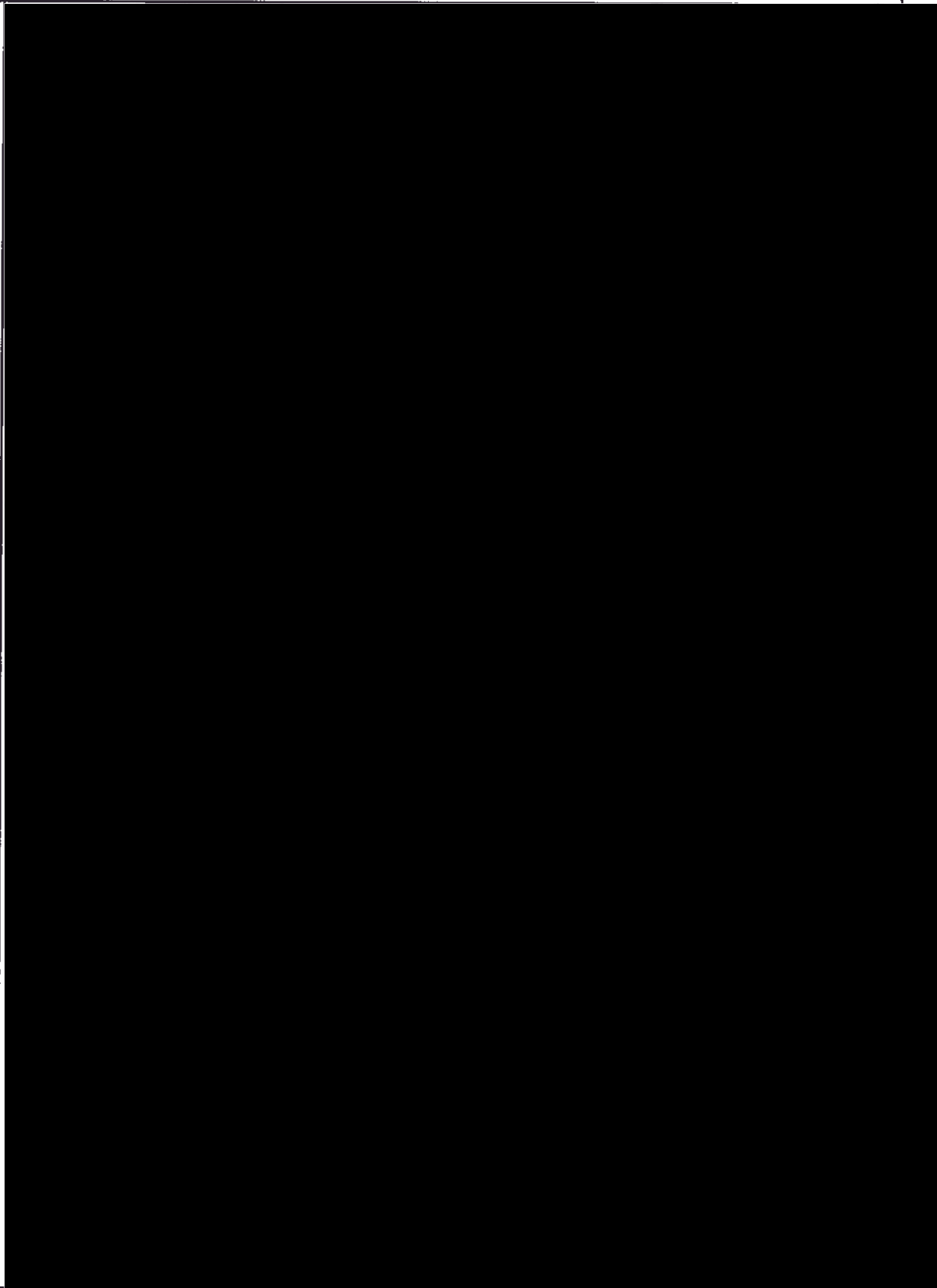
**1516-1077 Parking Enforcement**

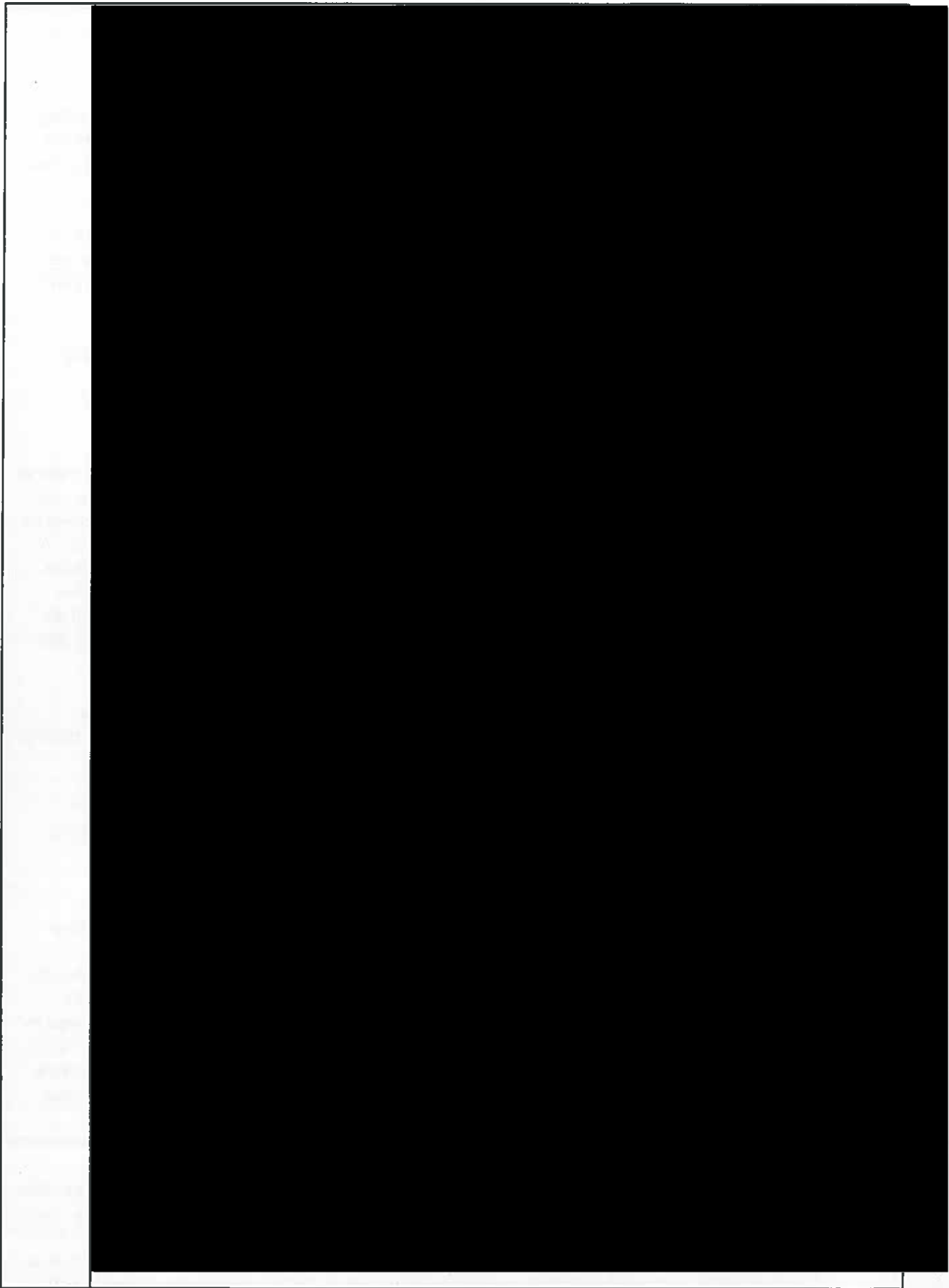
*Word  
count*

**1516-1077**

**B3** Describe your Companies working relationship with parking industry Information technology (IT) providers. Please provide examples of joint working / collaboration / experience?

Answer









	
<b>Word count</b>	979 (excluding tables and images)

<b>B4</b>	Please give examples of how you have pro-actively identified and delivered both financial and non-financial efficiency savings for parking related contracts.
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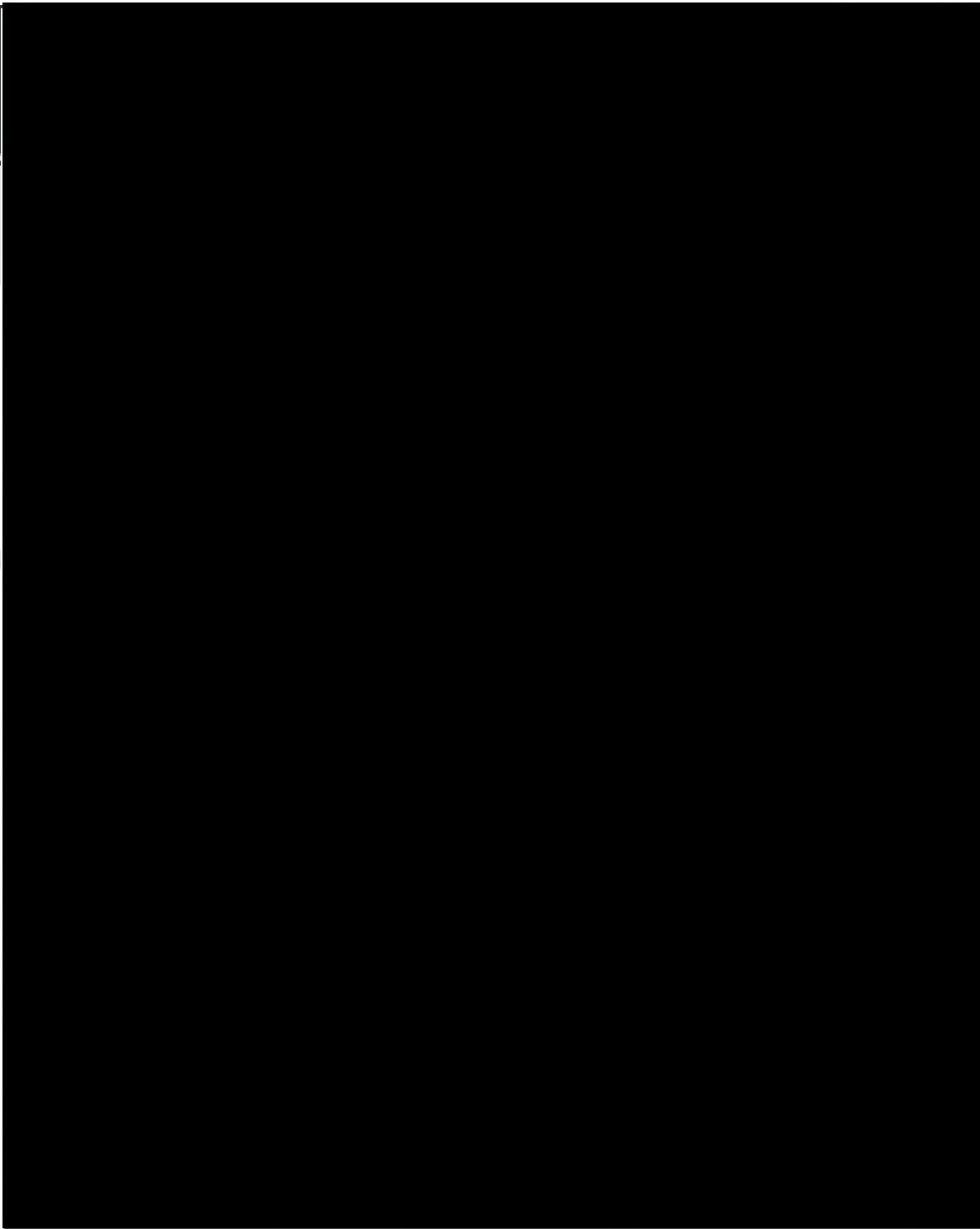
<b>Answer</b>	
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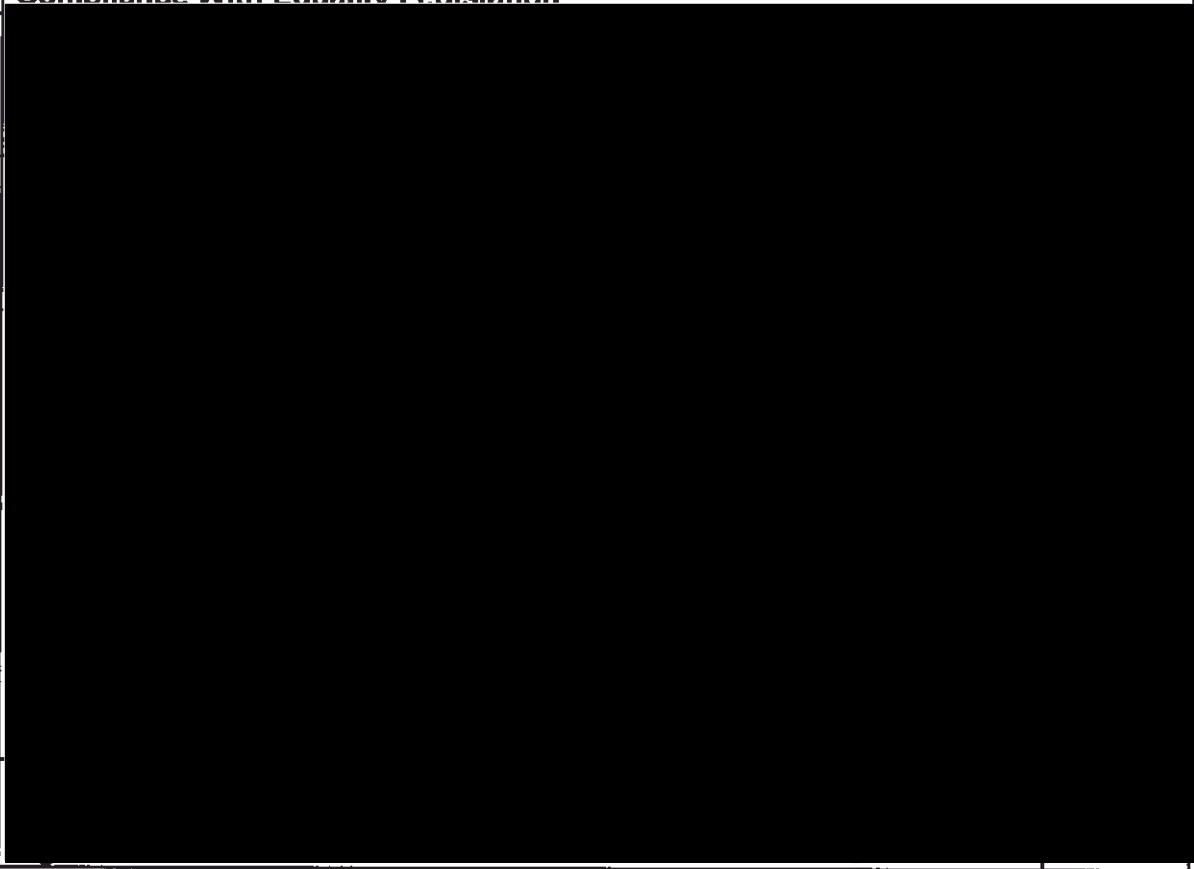
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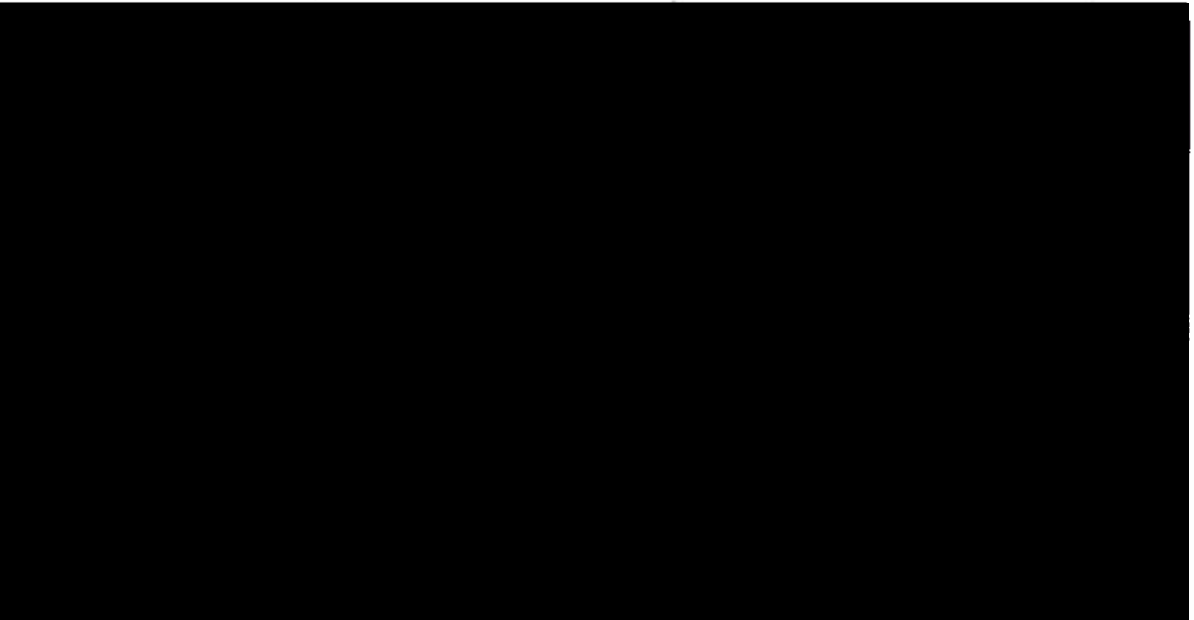
[Redacted]

[Redacted]

[Redacted]

	
<b>Word count</b>	<b>962 (excluding table)</b>

<b>8.6(c)</b>	<b>Compliance With Equality Legislation</b>
C1	
C2	
C3	

<b>8.6(d)</b>	
D1	
D2	

<b>8.6(e)</b>	<b>Health and Safety</b>
E1	[Redacted]
E2	[Redacted]
E3	[Redacted]

**For information only**

The following questions are not being assessed (i.e. your answers to these two questions will have no impact on the Council's assessment of your suitability that is conducted at this selection stage).

**1. London Living Wage – to be completed for all contracts**

Does your organisation pay the London Living Wage (LLW) to its staff who are involved in the provision of the type of services that are the subject of this procurement?

[Redacted]



**2. Heavy Goods Vehicles (HGV) - only to be completed where HGVs will be used in the provision of the contract**

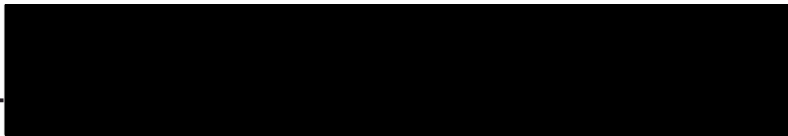
From Spring 2014, the Council will, when procuring any new, major, council-let contract that involves the use of HGVs in the borough, require that the drivers of these vehicles complete the Safe Urban Driving training course (or equivalent) within a reasonable timeframe at no additional cost to the Council.

Definition of HGV: <http://www.hmrc.gov.uk>

"...a mechanically propelled road vehicle that is:

- of a construction primarily suited for the carriage of goods or burden of any kind and
- designed or adapted to have a maximum weight exceeding 3,500 kilograms when in normal use and travelling on a road laden."

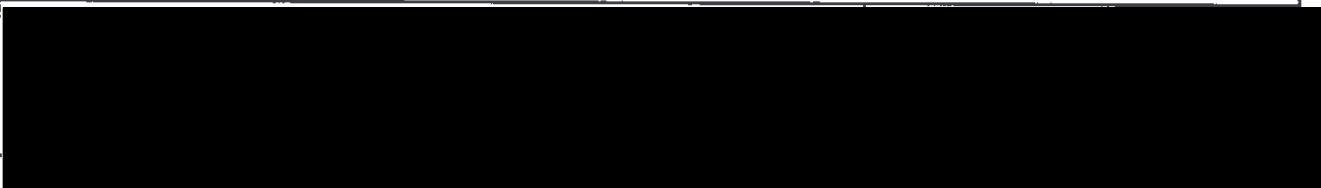
Where relevant, if you were to be awarded this contract for Islington council, would you be prepared to ensure all HGV drivers complete the Safe Urban Driving training course (or equivalent)?



**Questionnaire monitoring information**

You do not have to fill in this section. We will use this information for statistical purposes only.

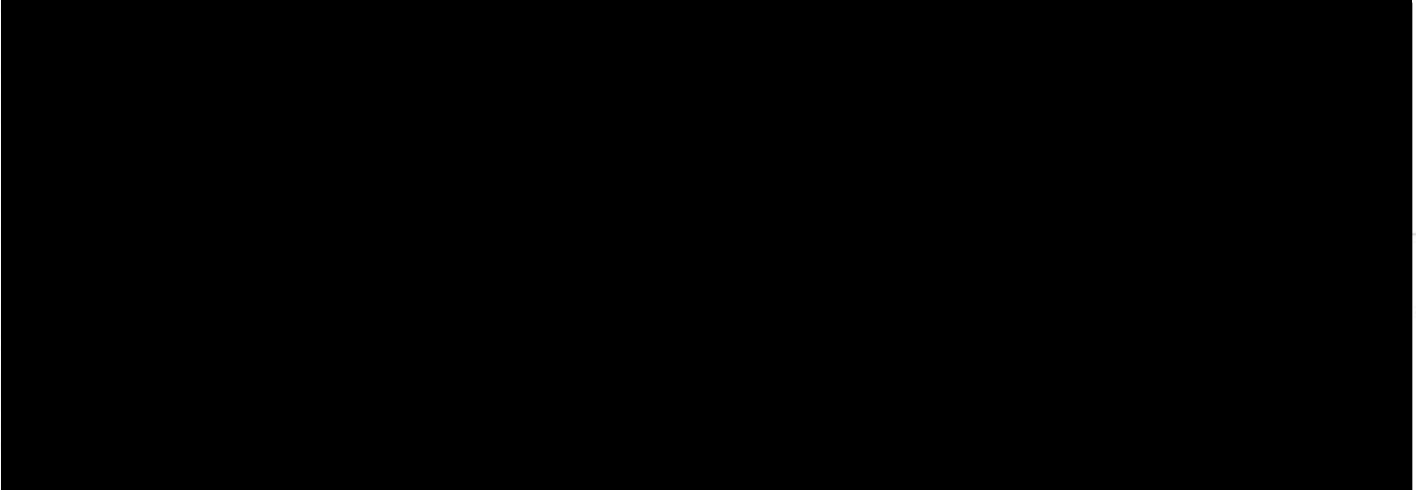
The Commission for Racial Equality defines an ethnic minority as anyone who defines themselves as being in any of the Census 2001 categories other than 'White British'. An ethnic-minority business is defined as 'a business at least 51% owned, controlled and operated by members of one or more ethnic-minority group'.



## Part 4: Section 1: Method Statements

The Council's award decision will be made on the basis of the most economically advantageous tender (MEAT). MEAT will be identified using 60% cost and 40% quality.

The cost award criteria will be sub-divided as follows;



The written submission 'Method Statements' will be scored to give a total quality score. The pricing schedule will be scored to give a total price score. The contract will be awarded to the tenderer who achieves the highest combined cost and quality score.

The method statements are your opportunity to present your proposal in a convincing and evidenced manner relevant to the requirements of the service. Please refer to the specification and the award criteria.

If you are applying as part of a consortium, or a lead organisation with sub-contractors, please clearly indicate which aspects of your response relate to each participating organisation.

By referring to partners/consortium members/sub-contractors in your submission, you agree that the Council may contact those partners/consortium members/sub-contractors at any stage of this process, in order to obtain further details concerning your bid. You also agree that the Council may supply any information you have provided in your bid to such partners/consortium members/sub-contractors.

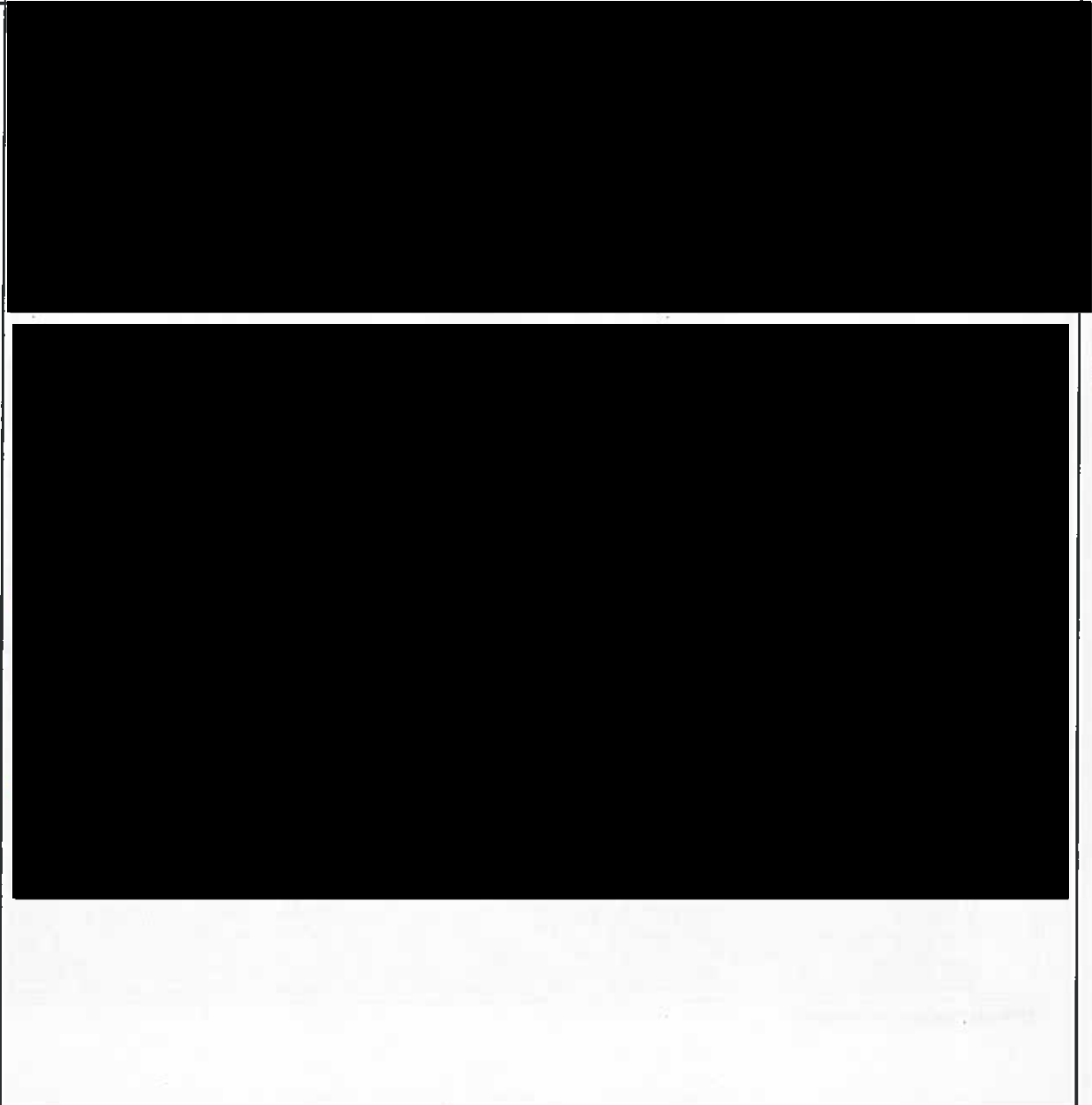
In order to be awarded a contract, the winning tenderer must score a minimum of:  
3 points for each question or:

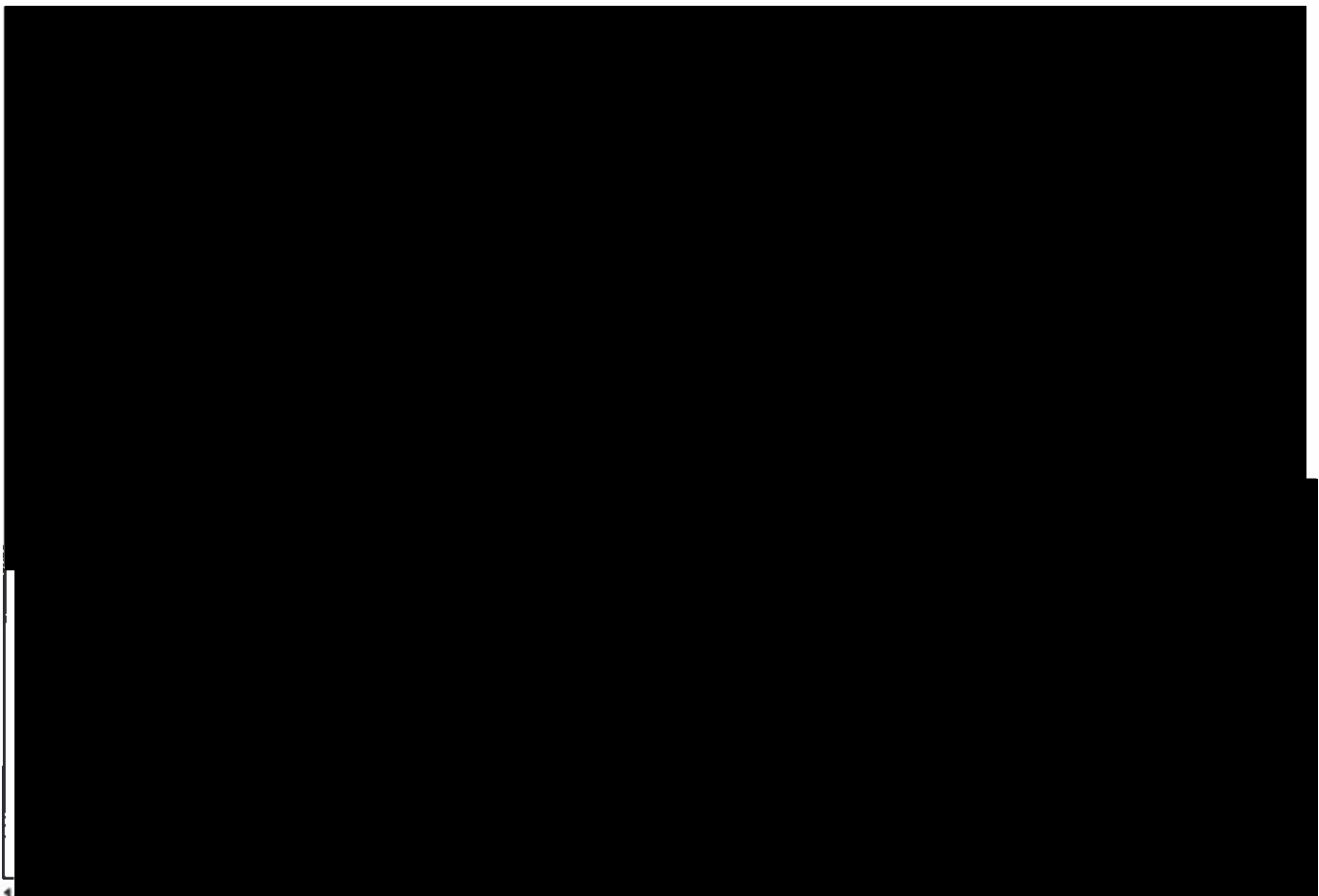
Your answers to the Method Statements will be marked using the following 0 – 5 scale:

Score	
0	
1	

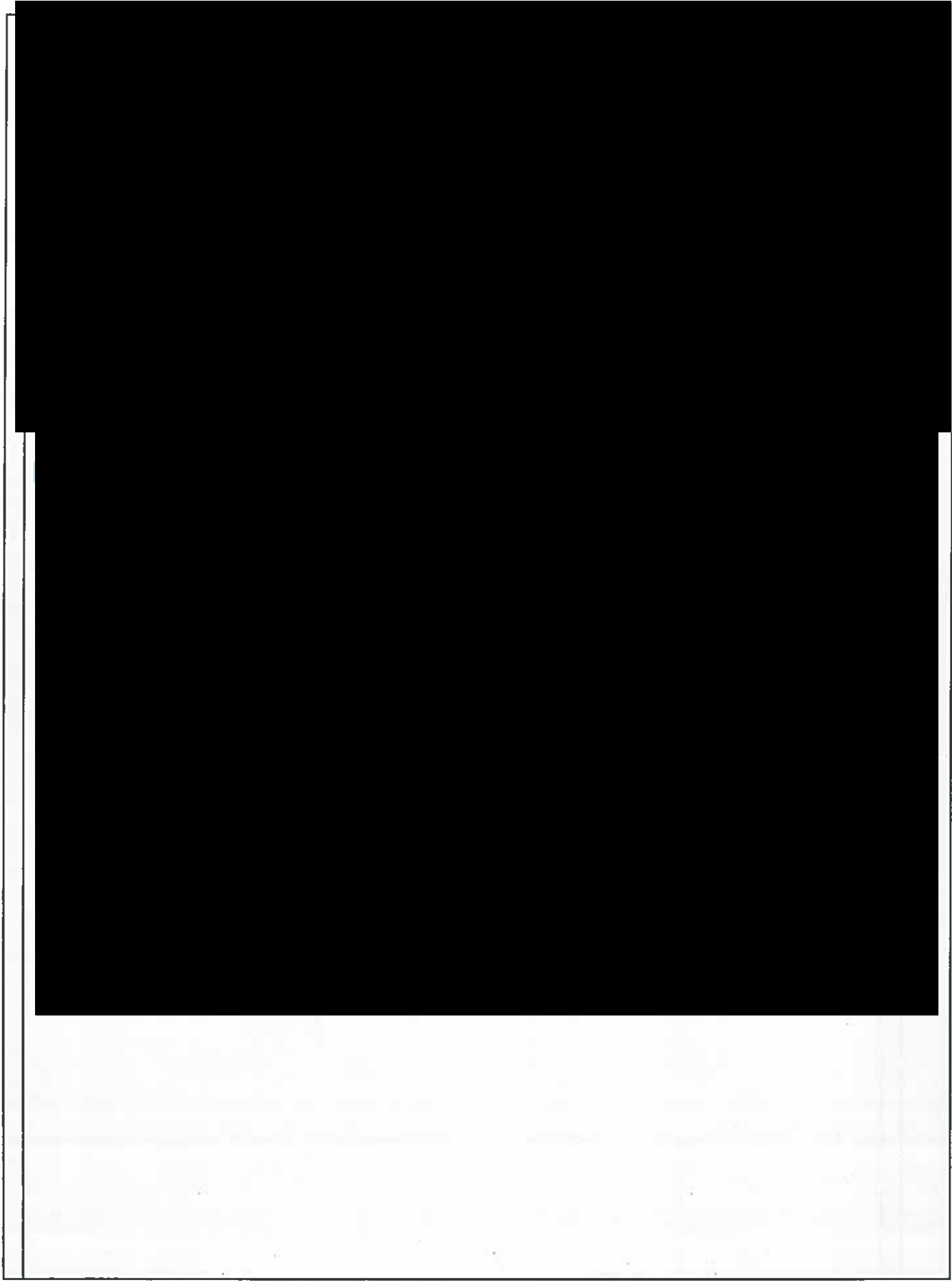
2	The response/solution partially meets requirements (covers some essential points)
3	The response/solution meets requirements (covers all essential points, may have included clear examples)
4	The response/solution exceeds requirements (covers more than the essential points, giving clear examples)
5	The response/solution will add significant value (covers more than the essential points, giving clear thorough examples to illustrate how value will be added)

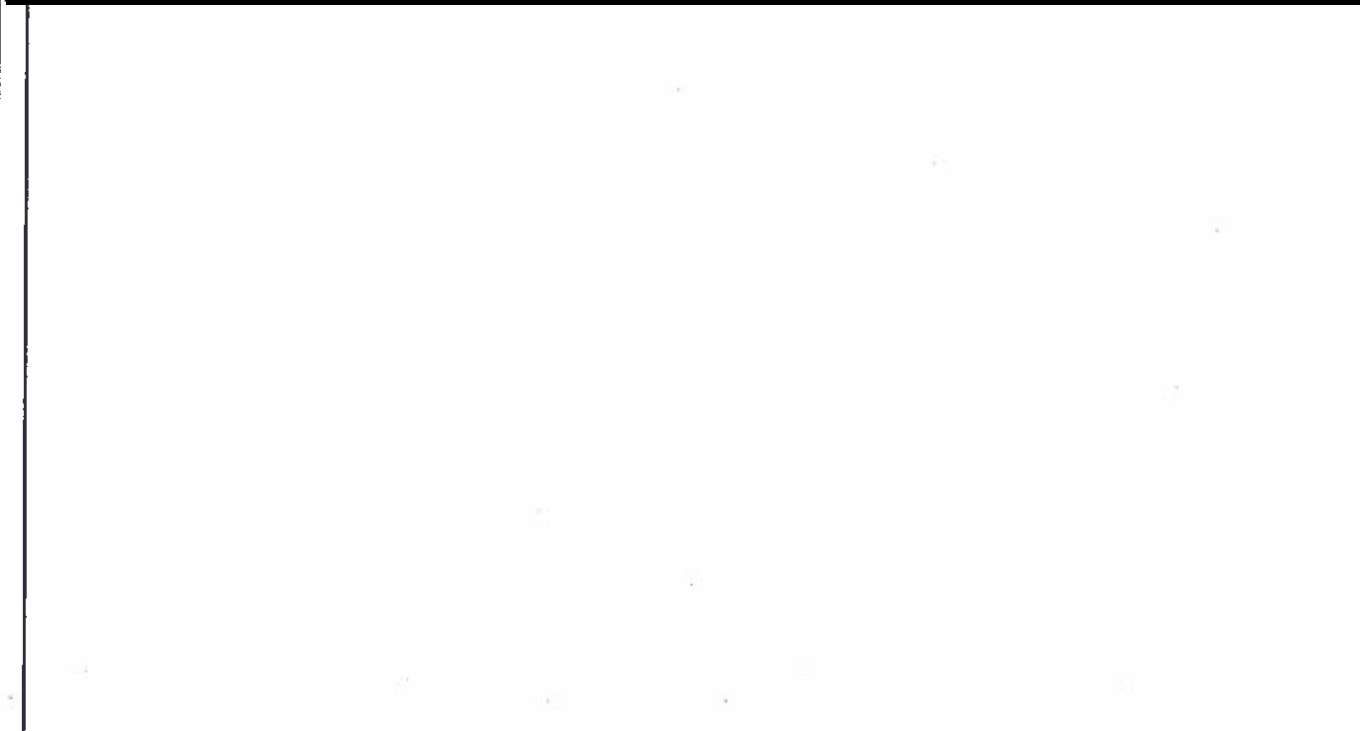
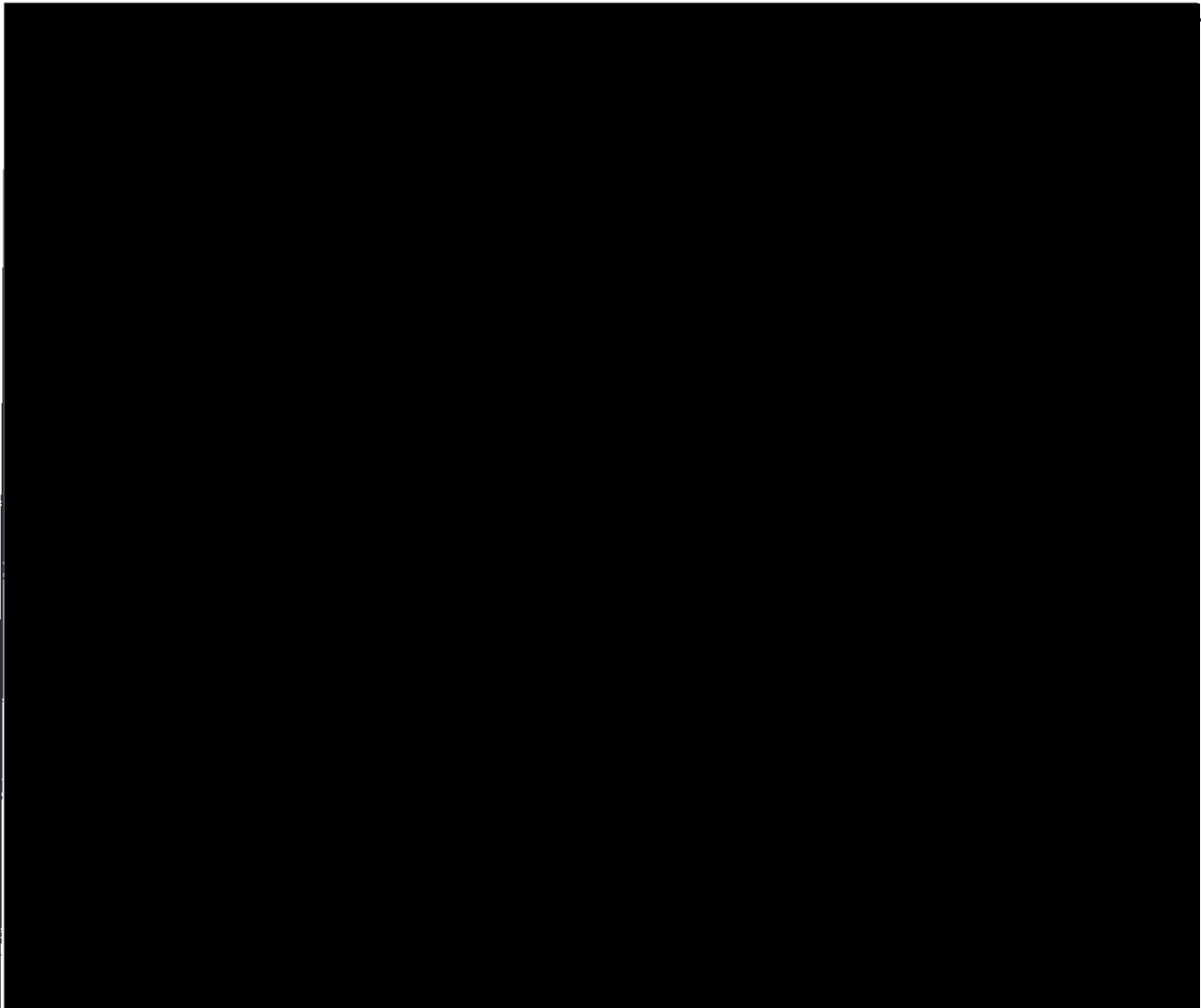
**QUESTIONS (1.1– 1.7)**

<b>1.1</b>	<b>Service Delivery of Core and Non-Core Services (inclusive of Islington Core Services and Generic Core &amp; Non-Core Services for other participating organisations. (Total Weighting for questions 1.1 A. &amp; 1.1 B. 15%)</b>  <b>1.1 A. Please describe your proposed approach for service delivery from contract award throughout the duration of the contract. (Weighting 10%)</b>
<b>Answer</b>	



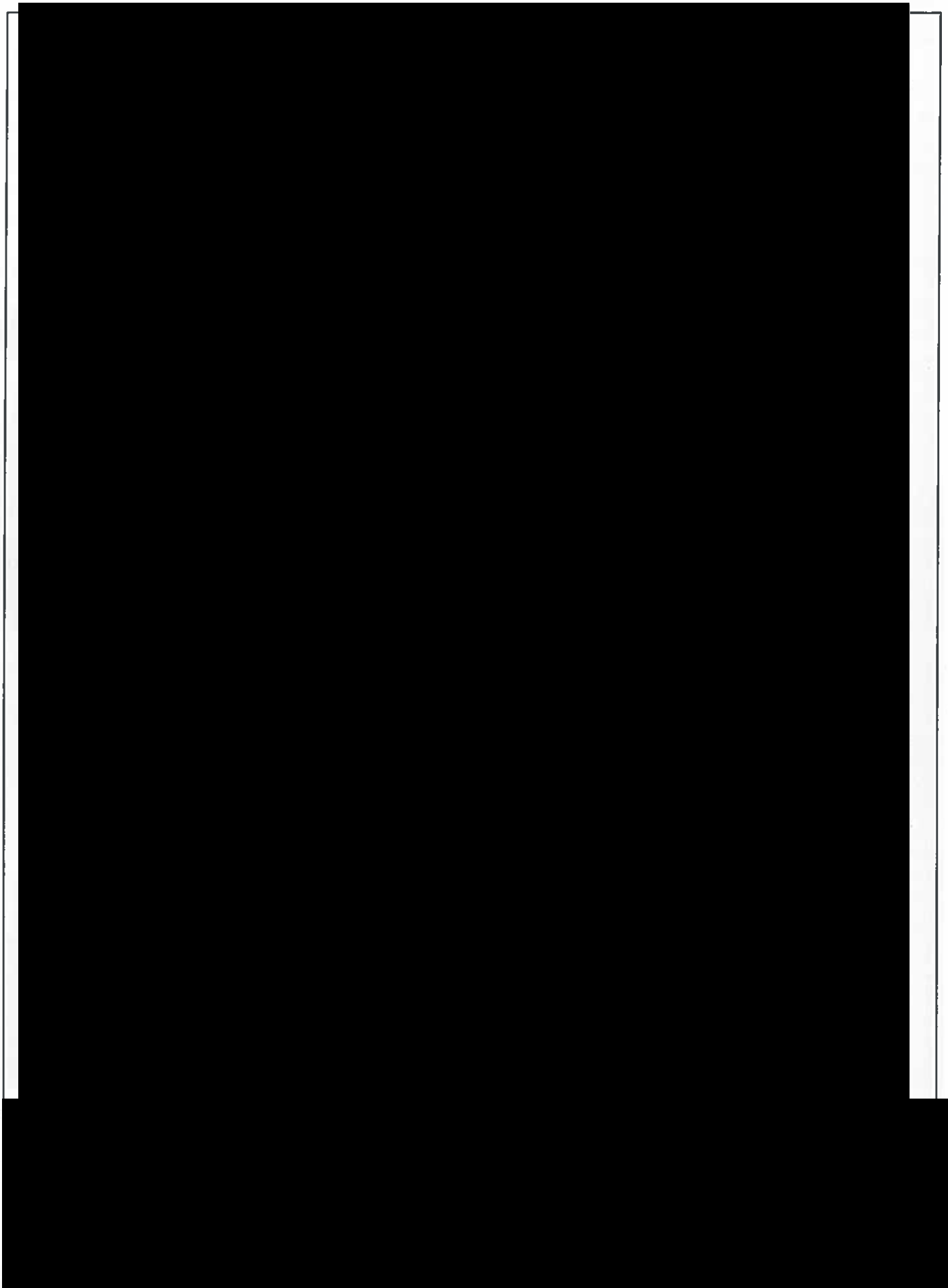
1600000 Parking Enforcement

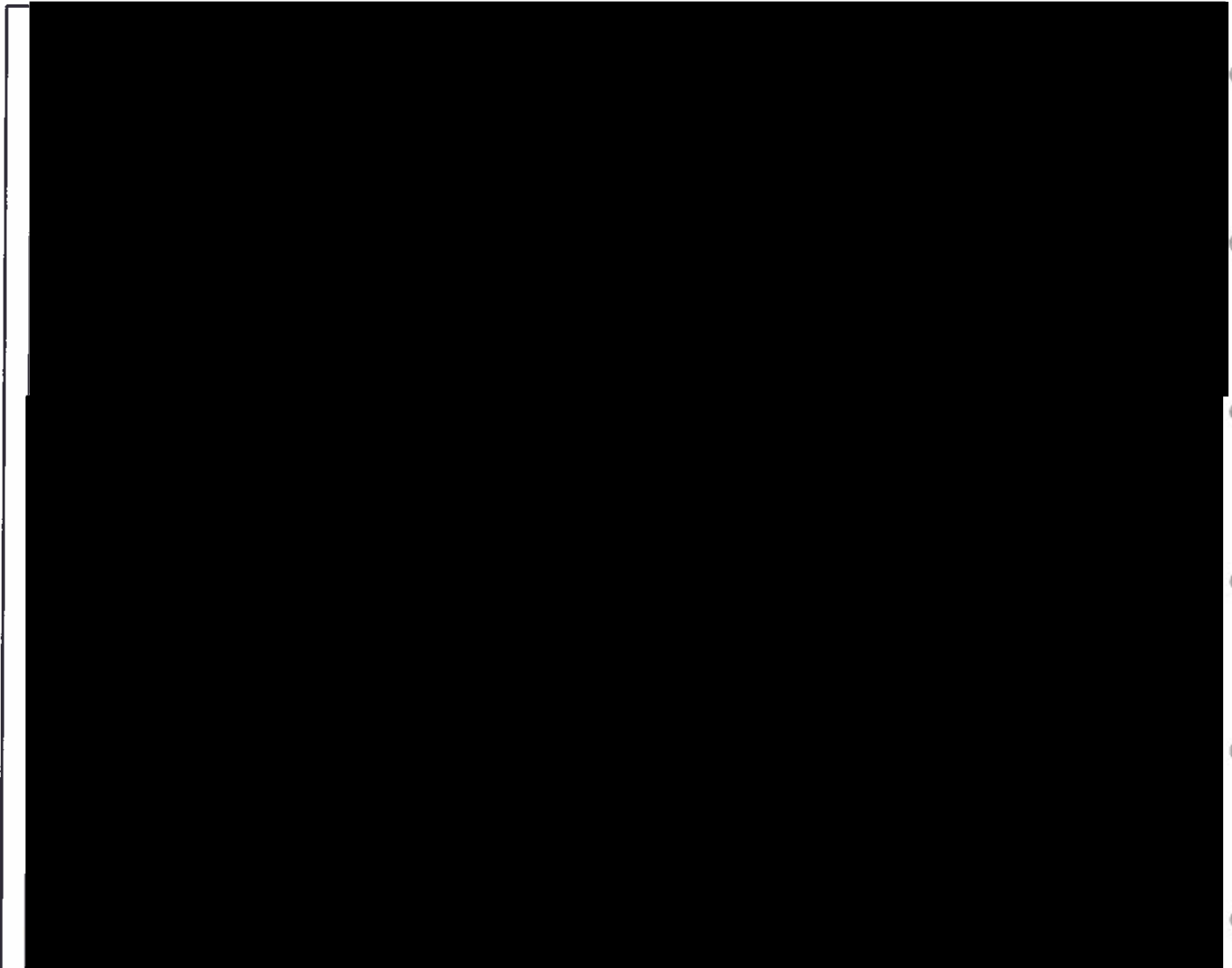




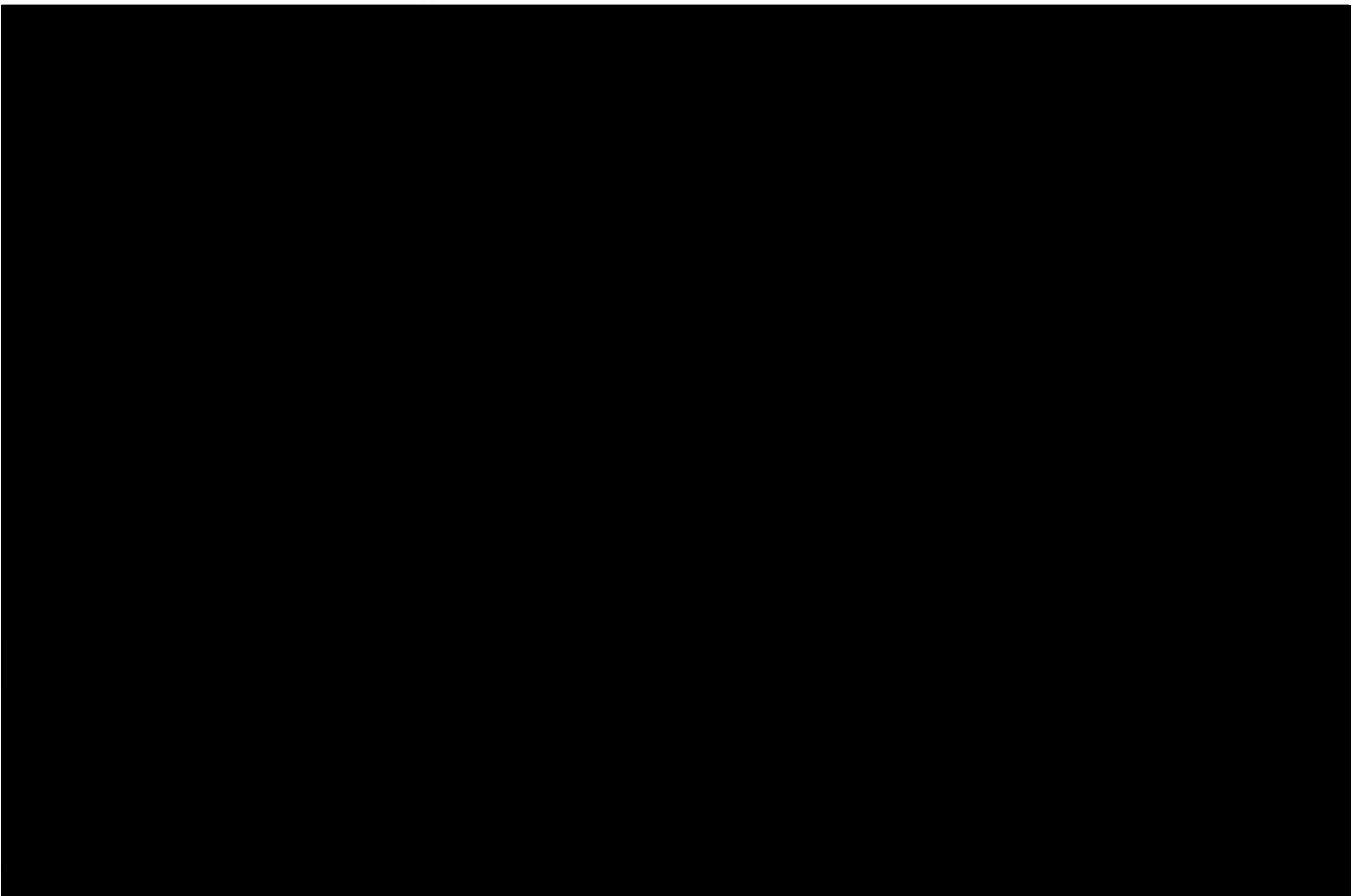
**1516-1077 Parking Enforcement**









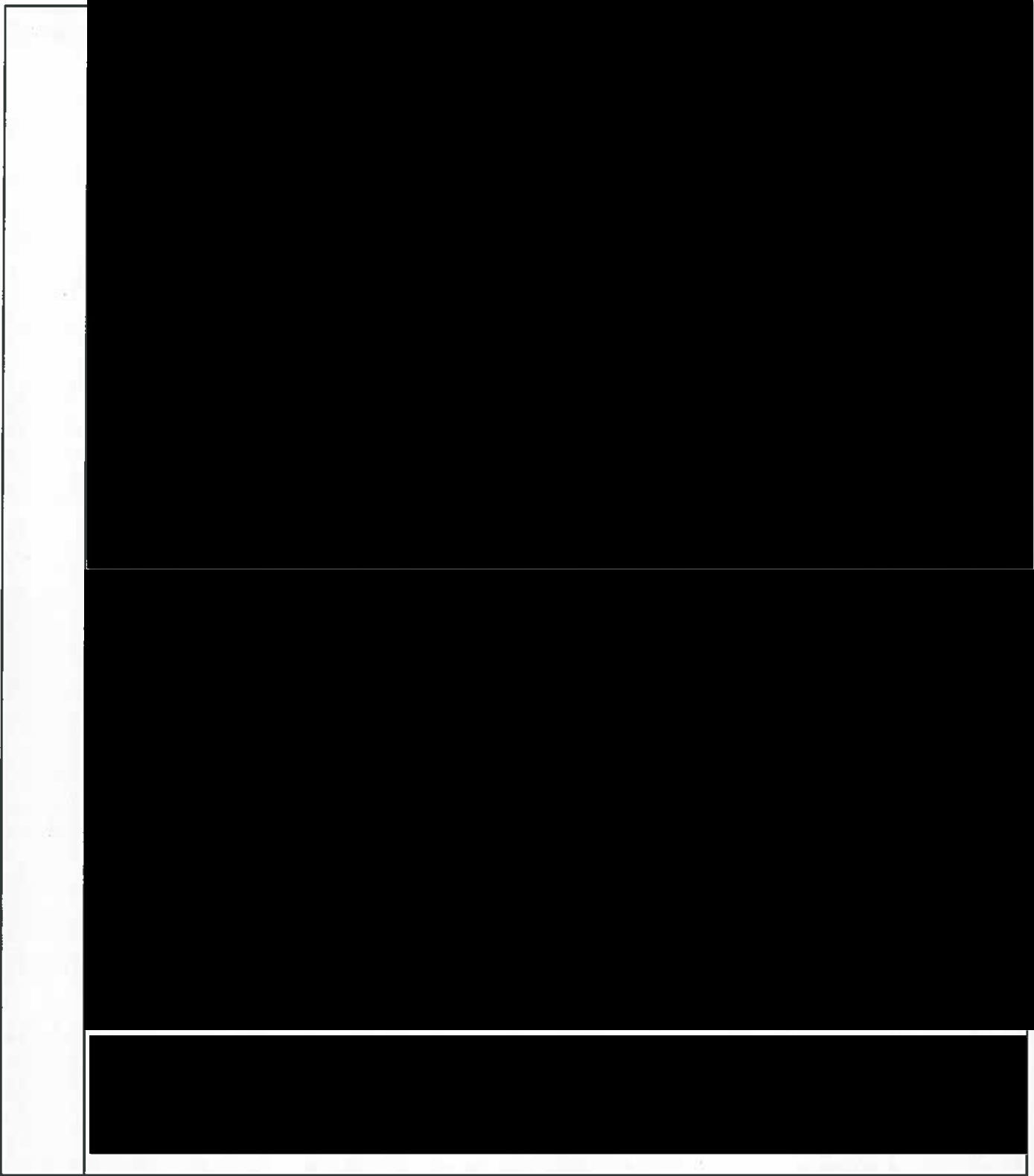


**1516-1077 Parking Enforcement**

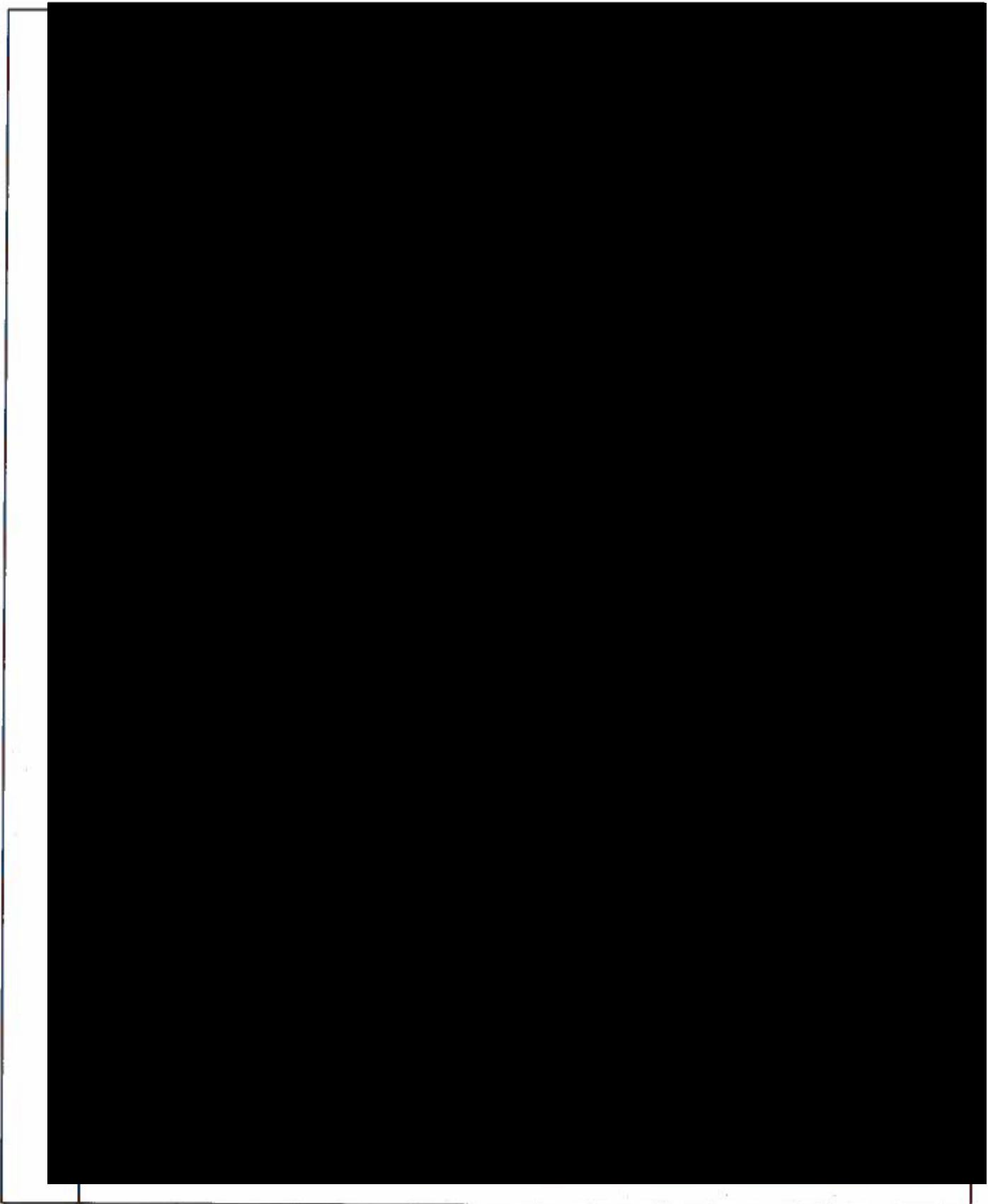


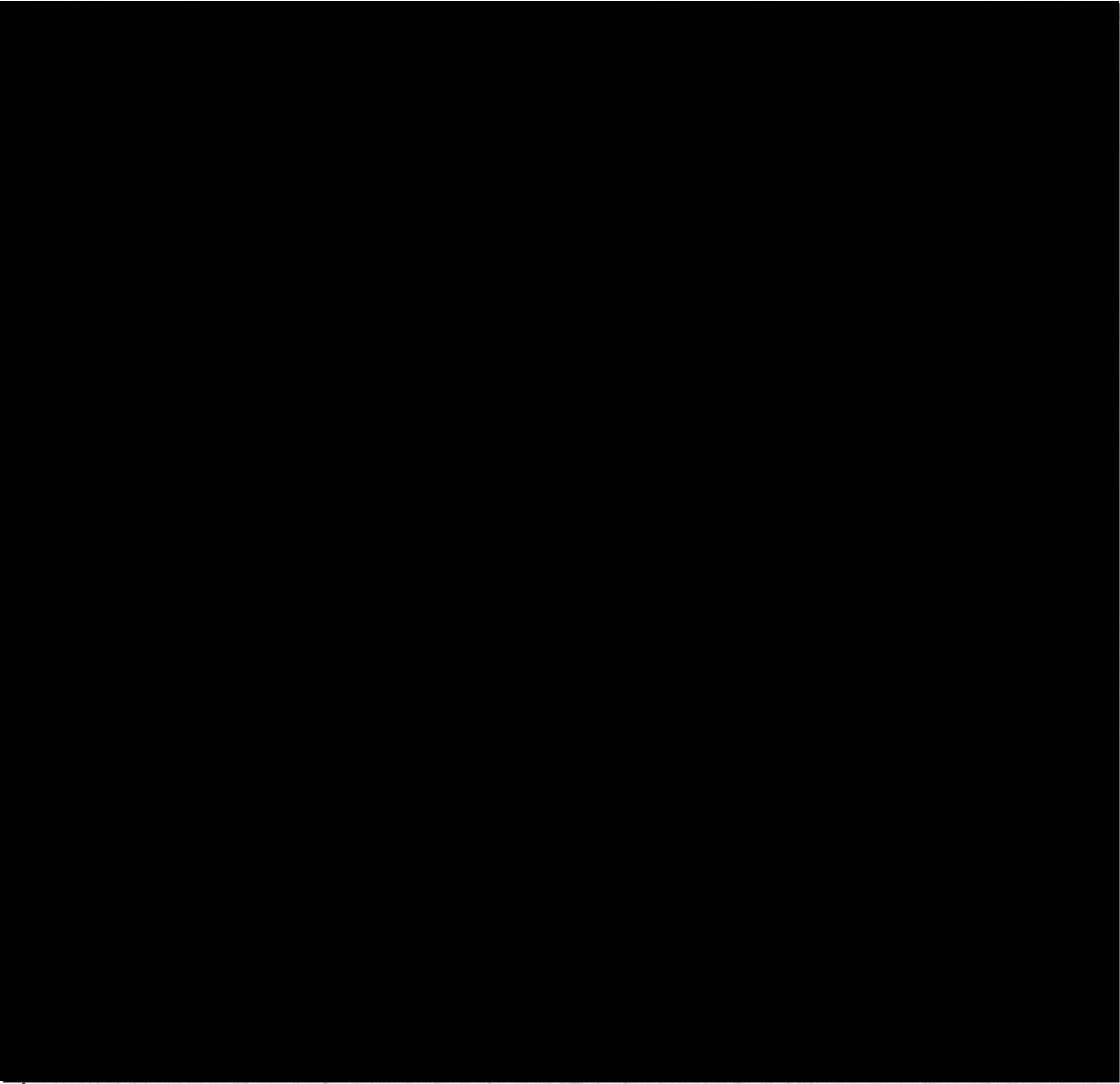


**1516-1077 Parking Enforcement**

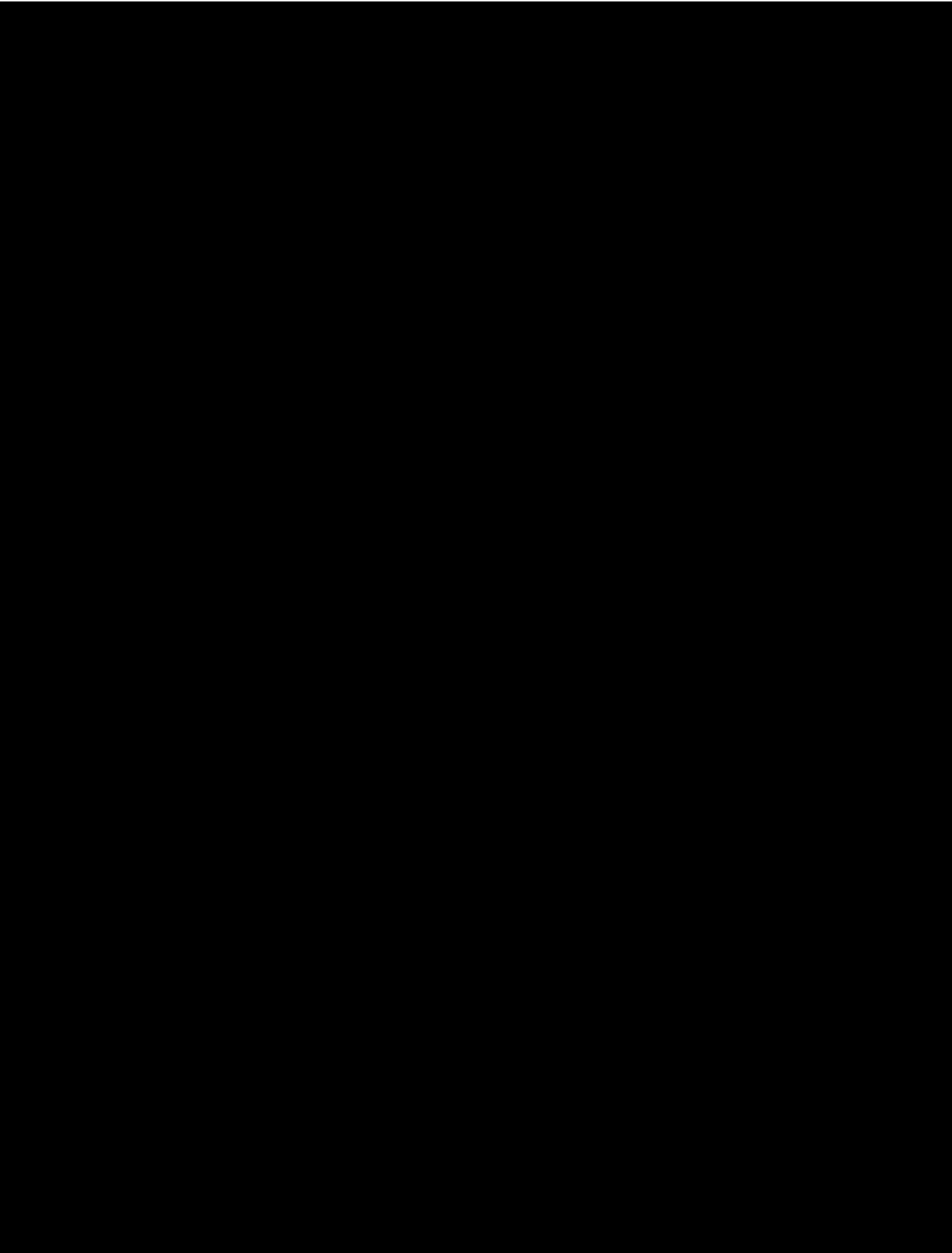






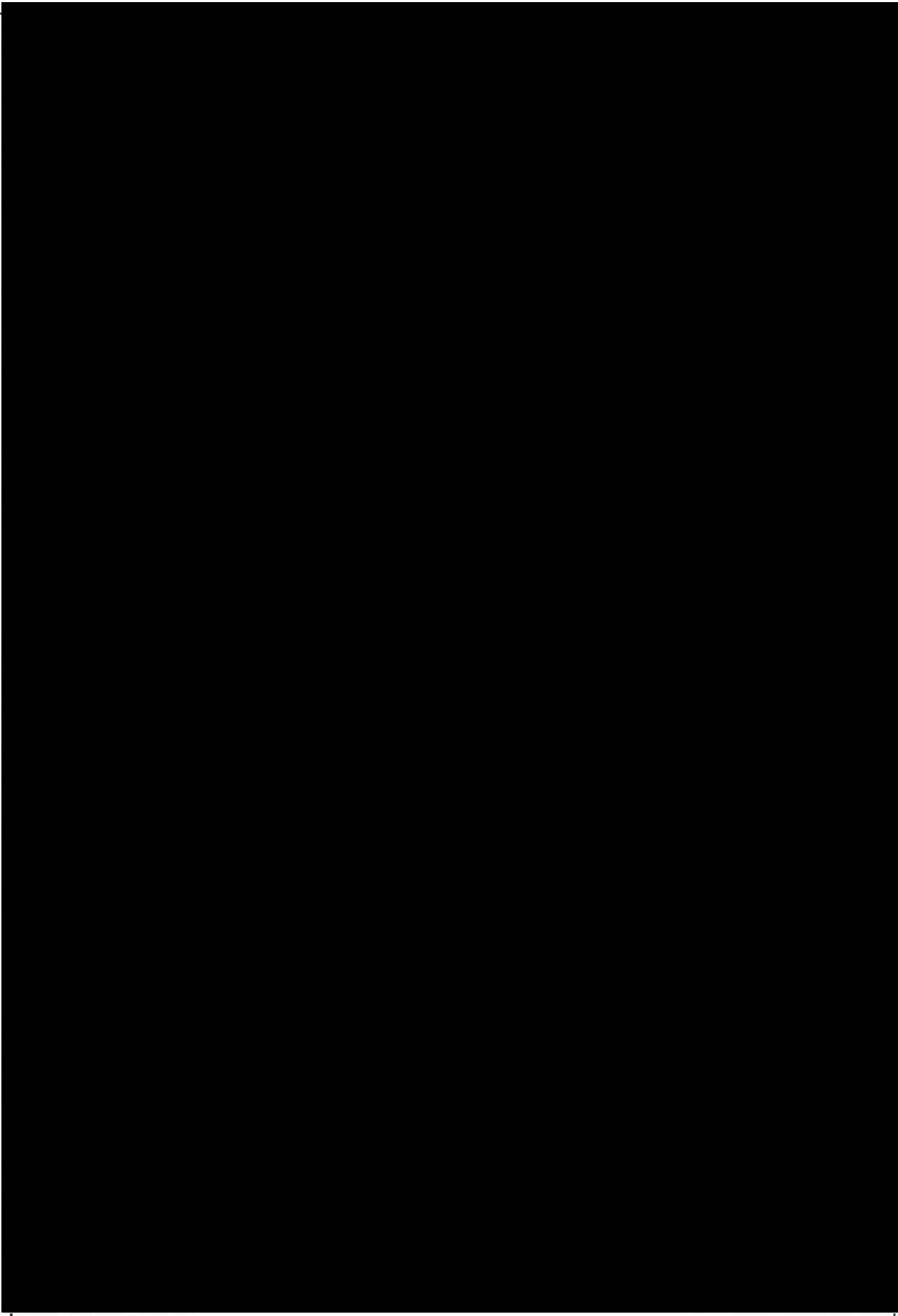






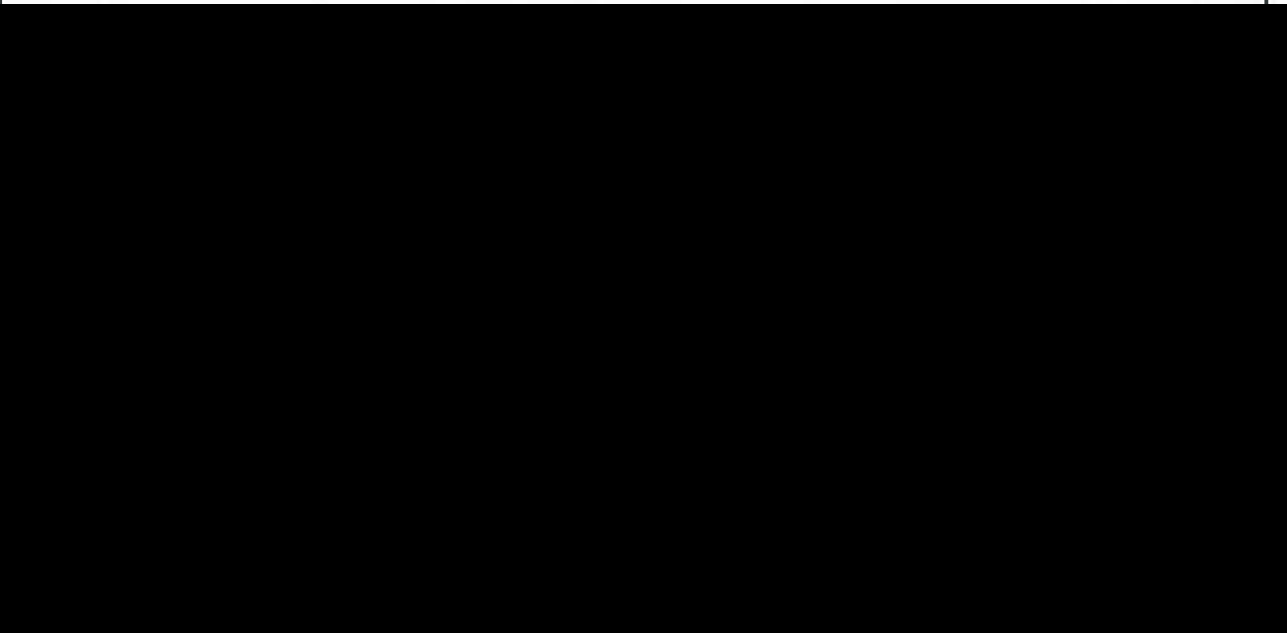
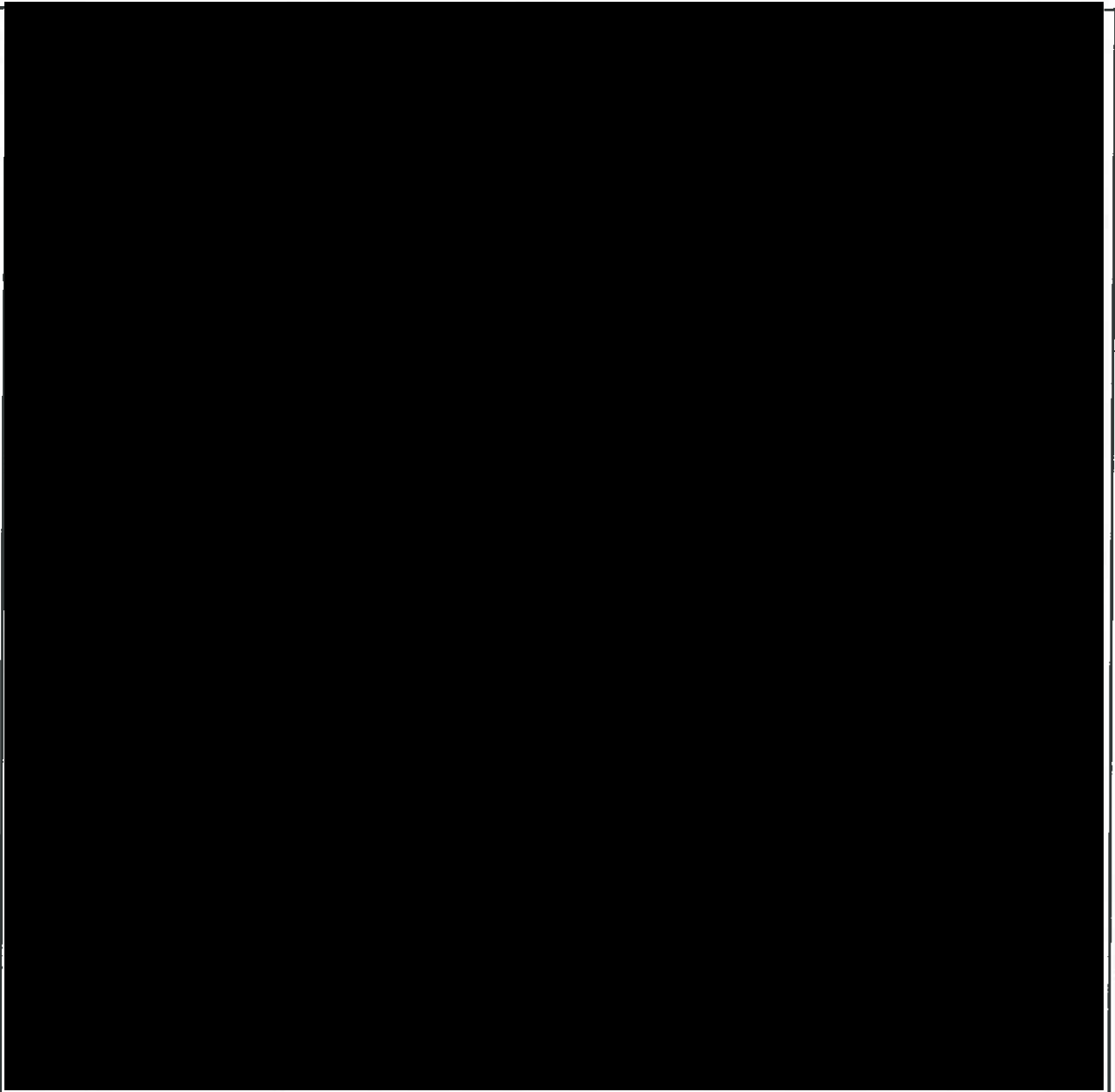


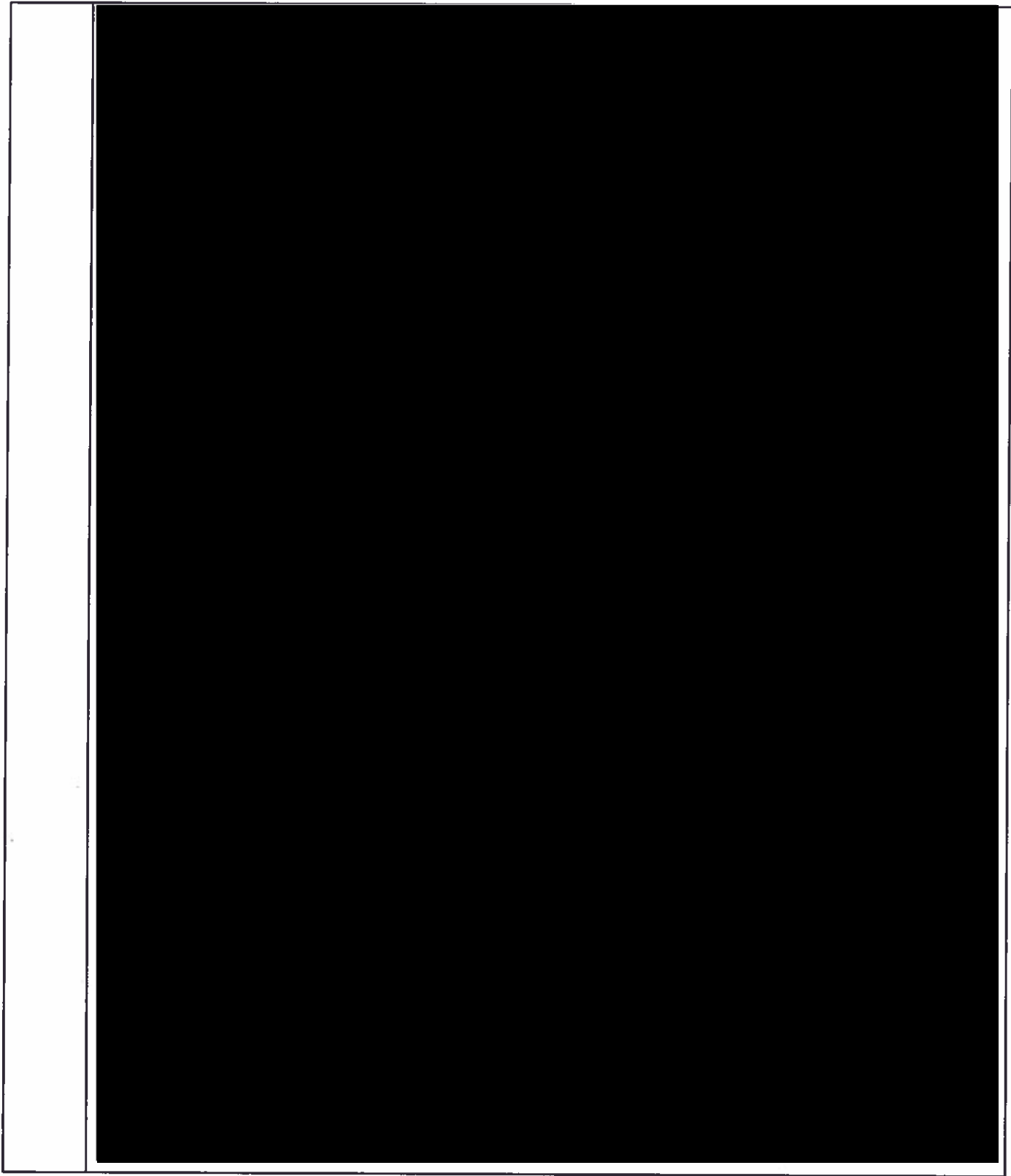
1516-1077 Parking Enforcement



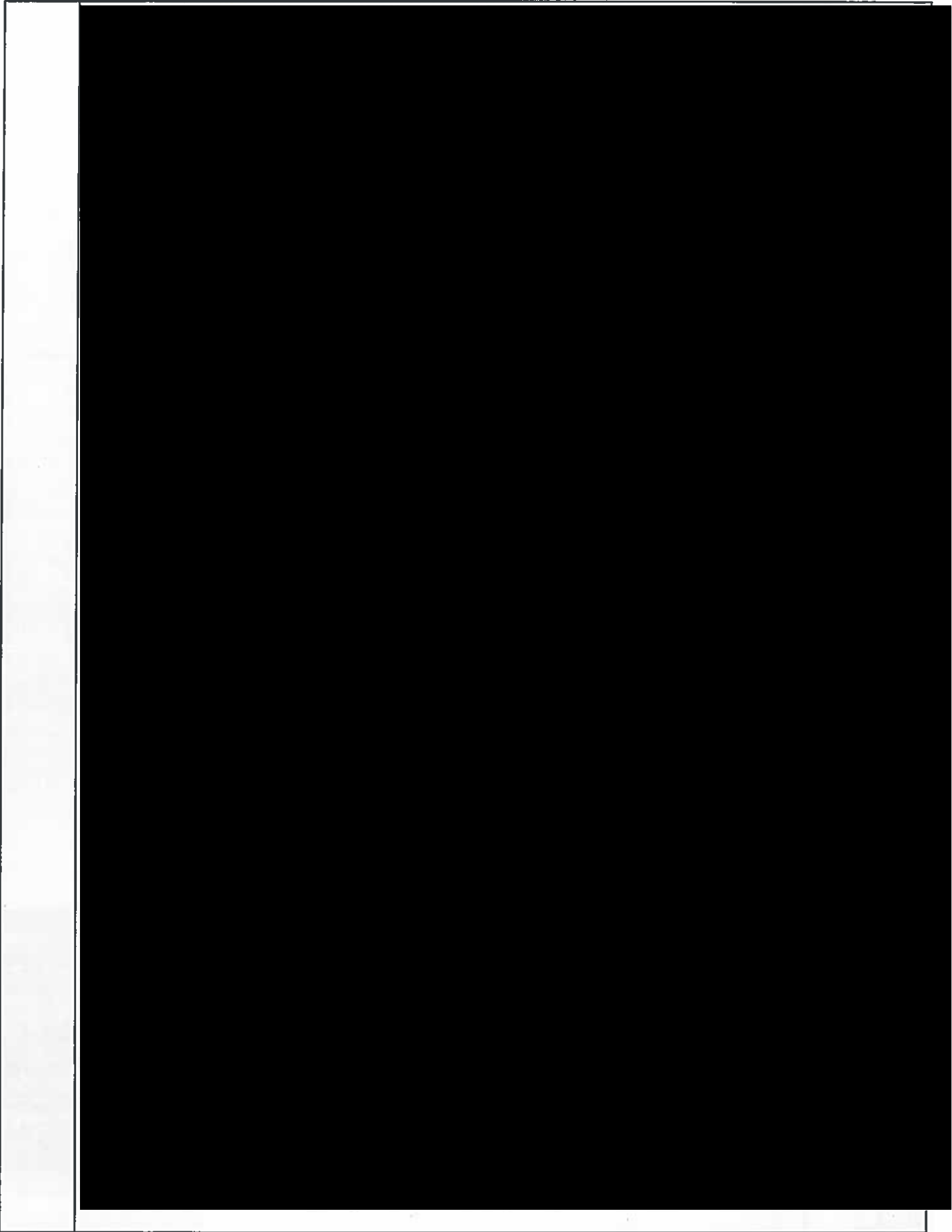


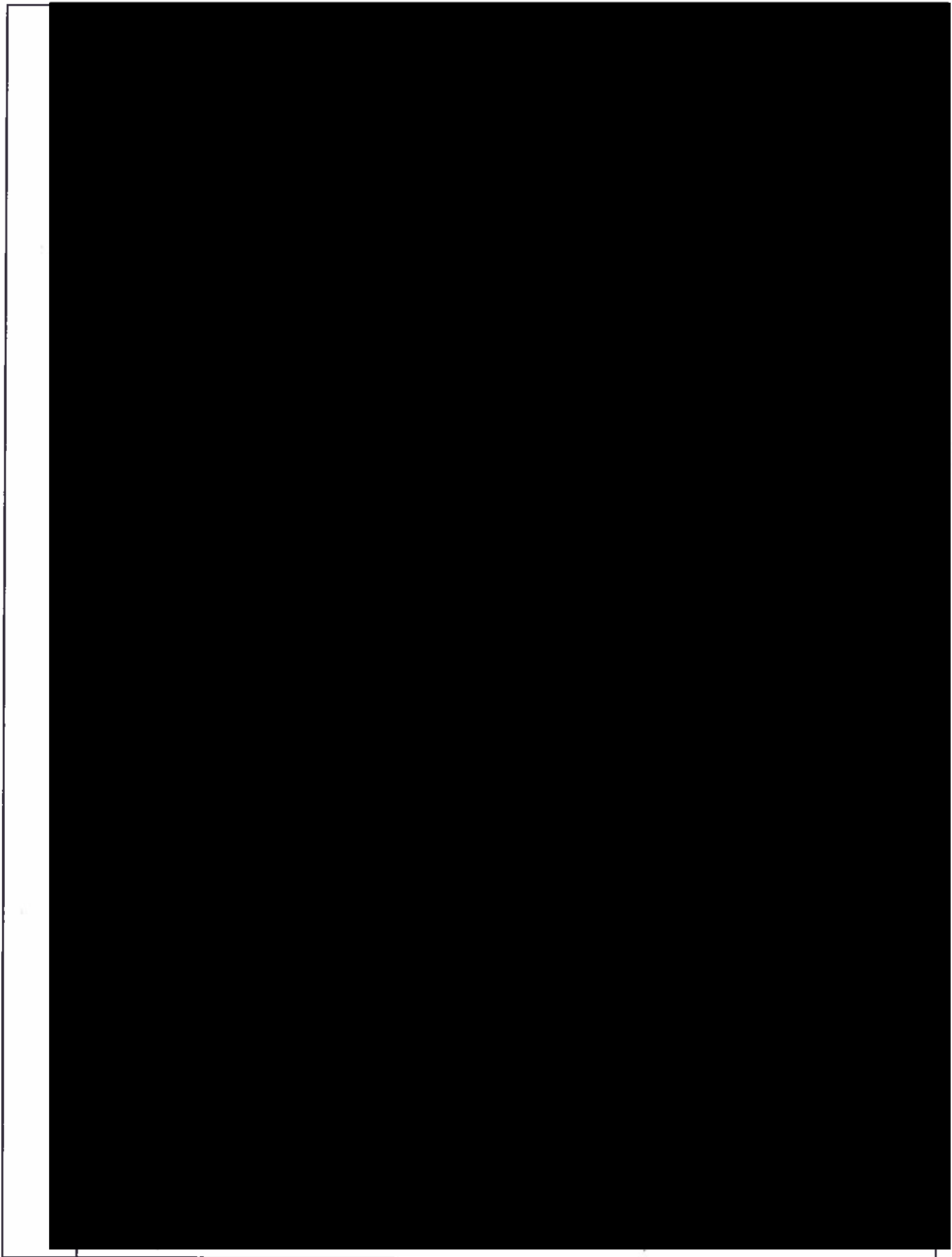




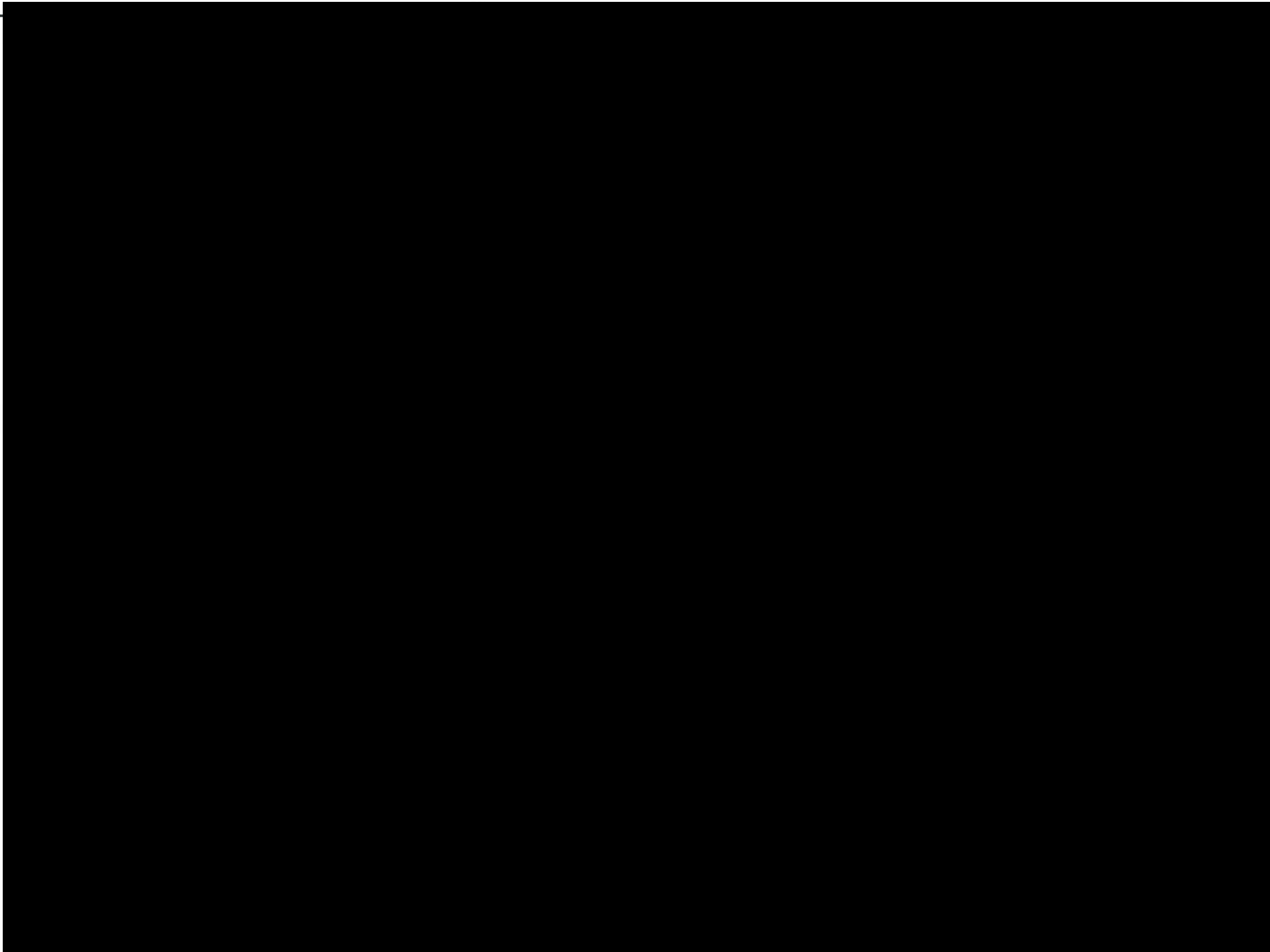


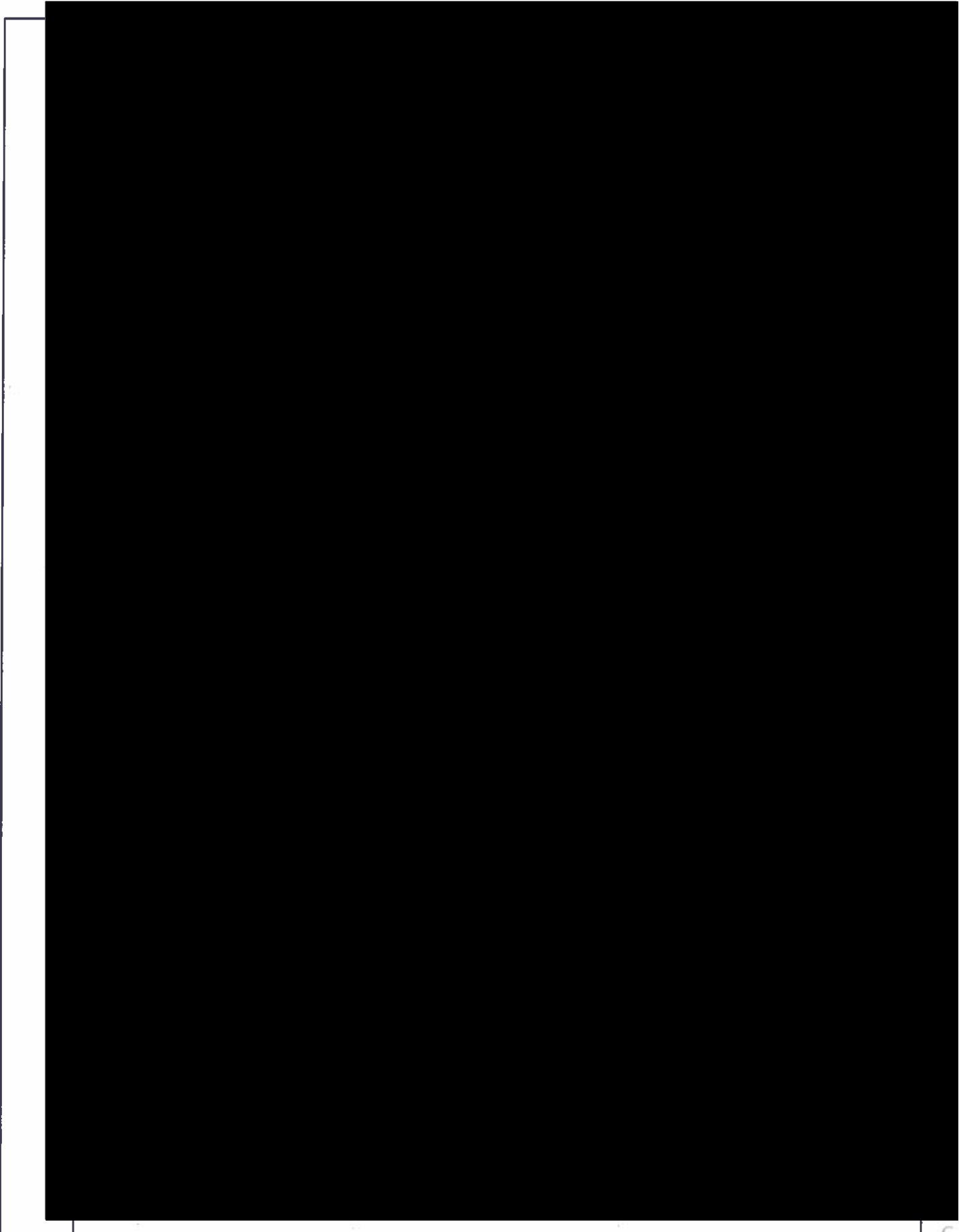
1516-1077 Parking Enforcement



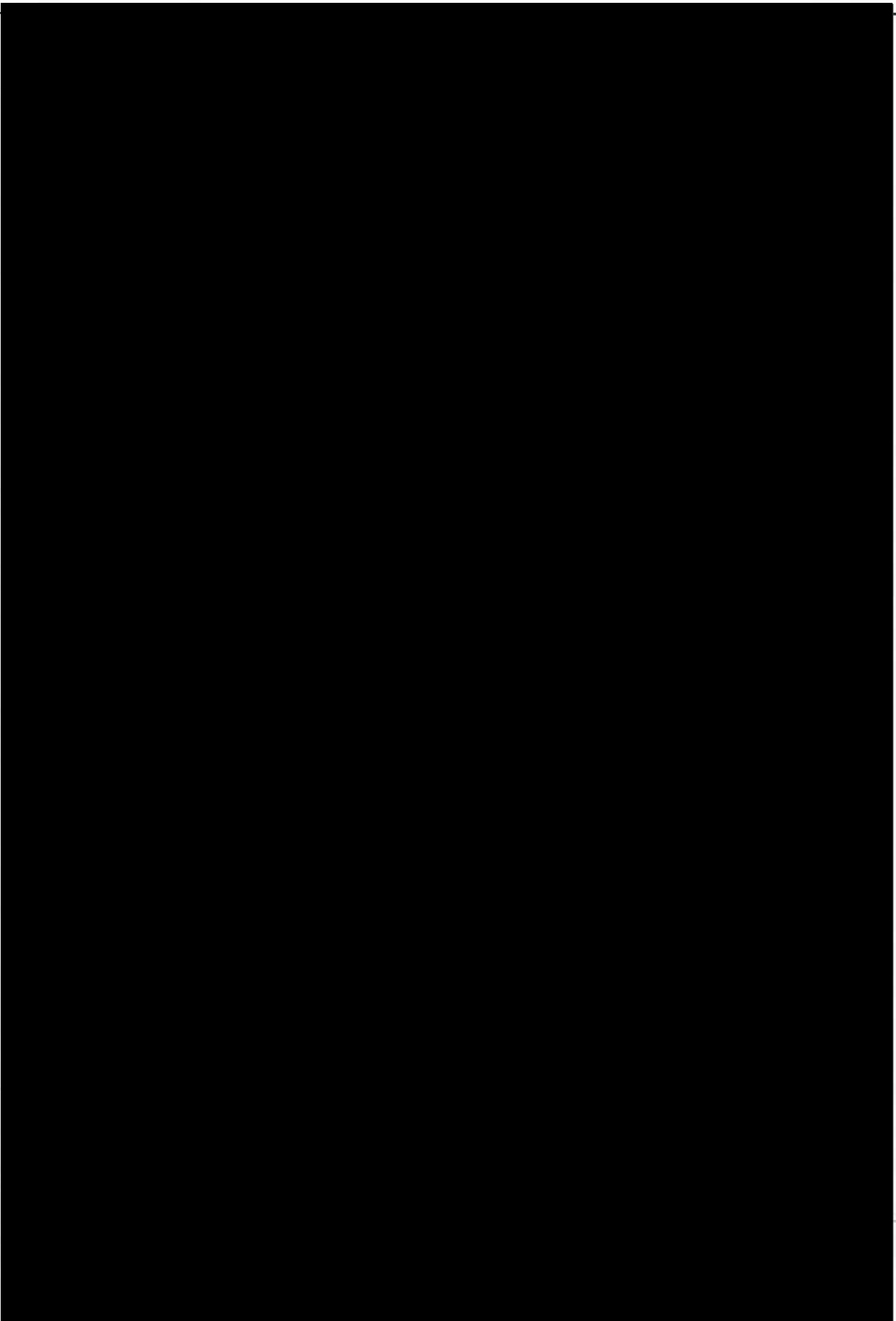


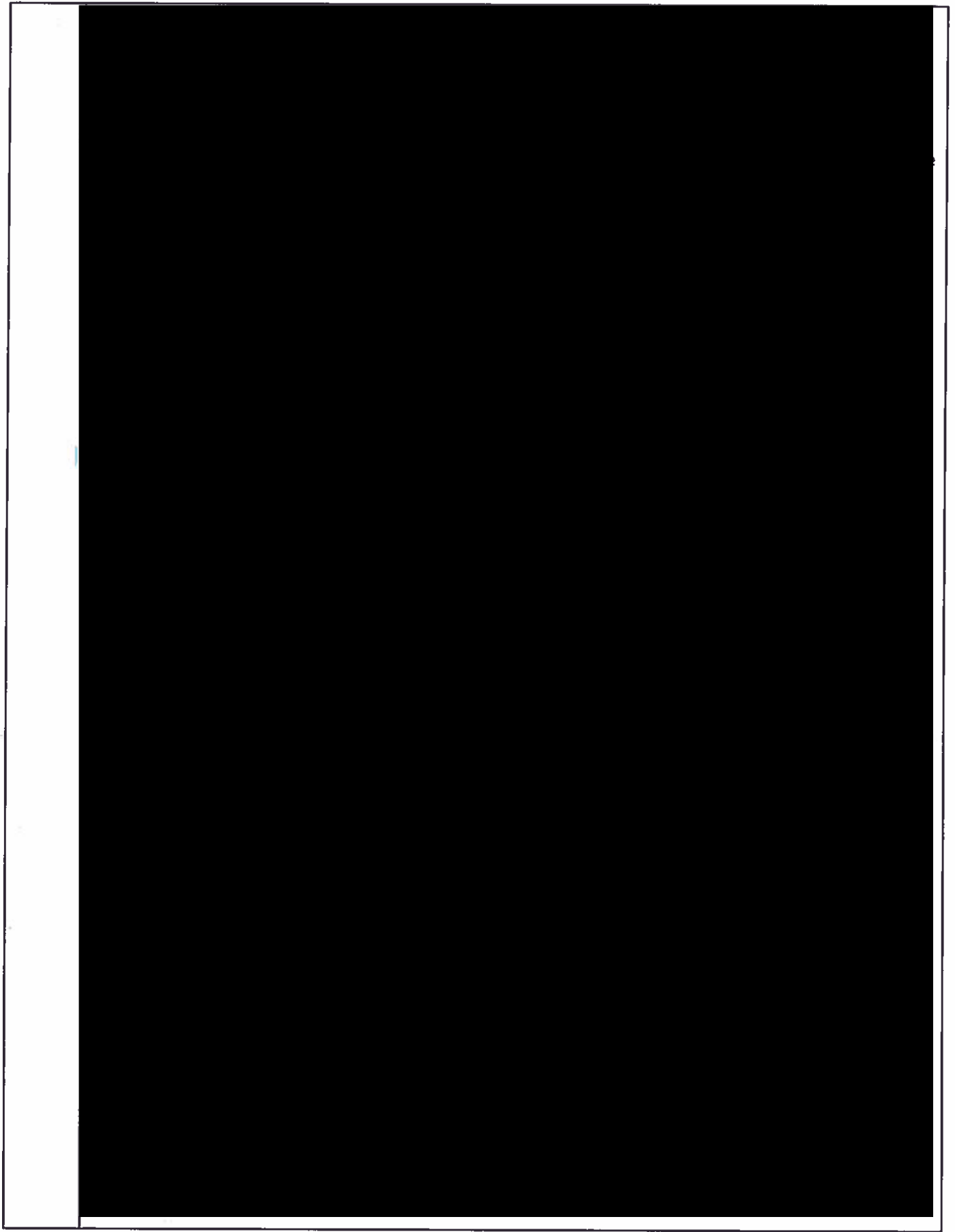
**1516-1077 Parking Enforcement**





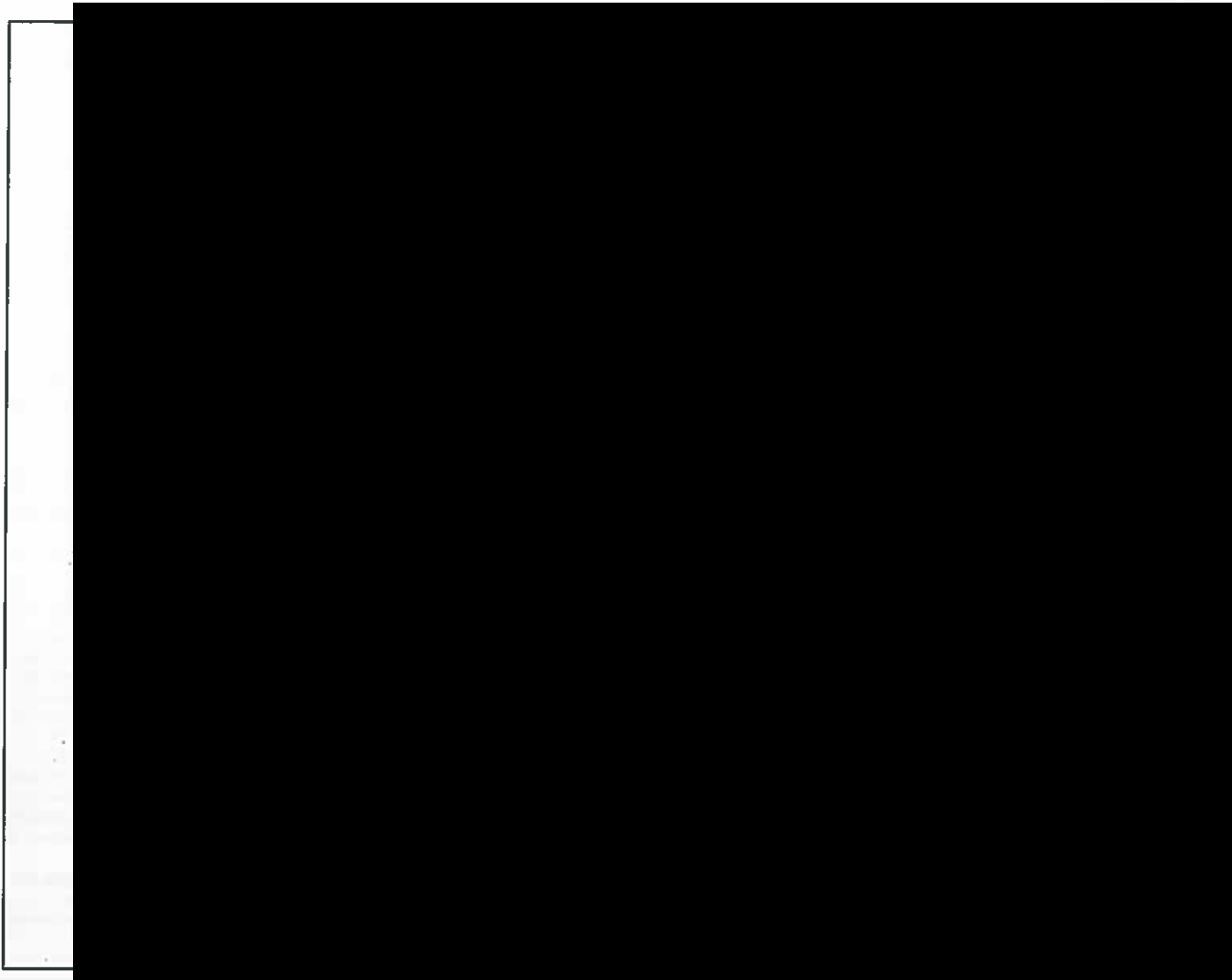
**1516-1077 Parking Enforcement**

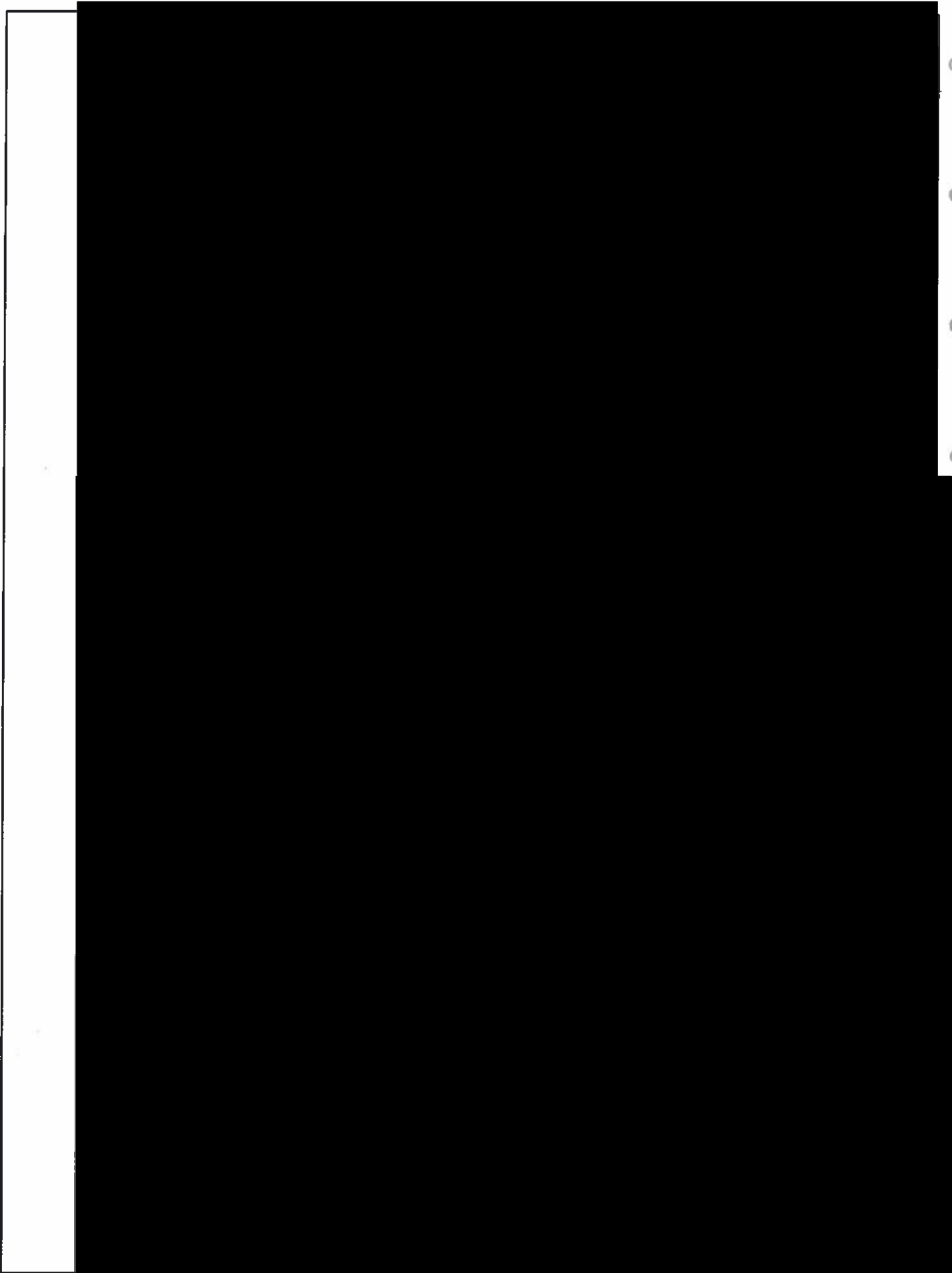


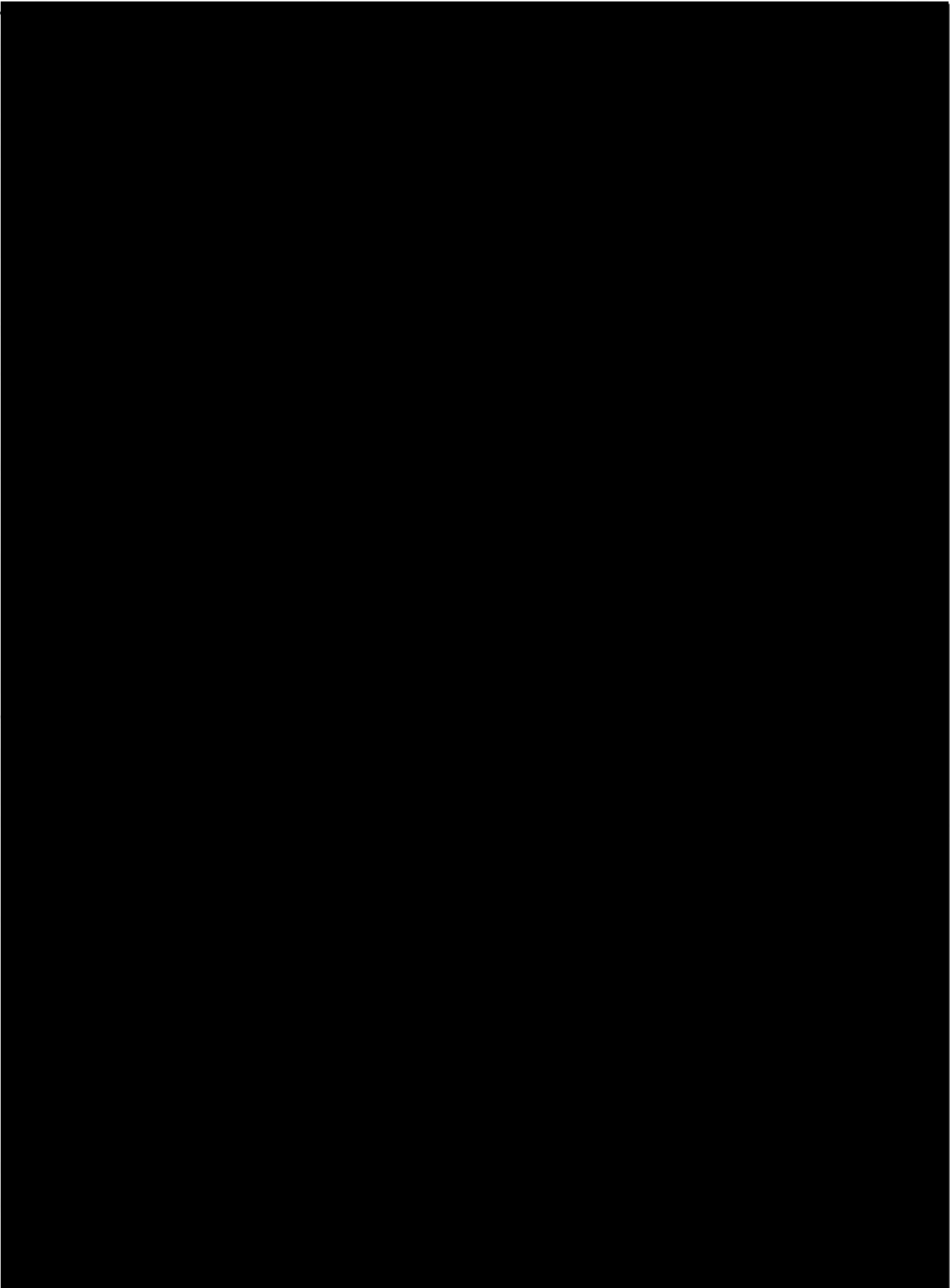


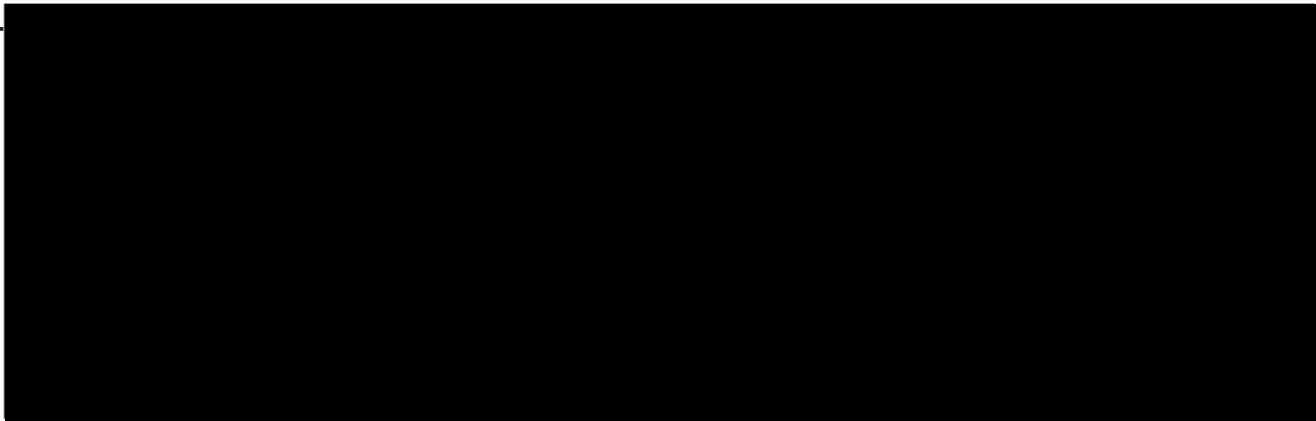
1516-1077 Parking Enforcement





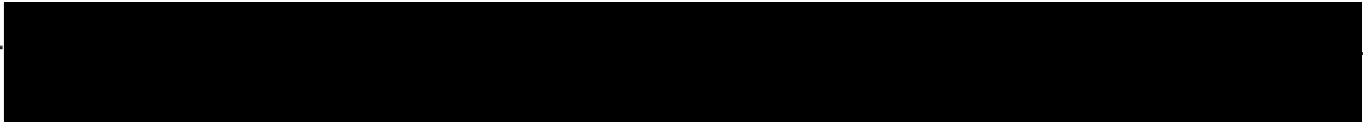






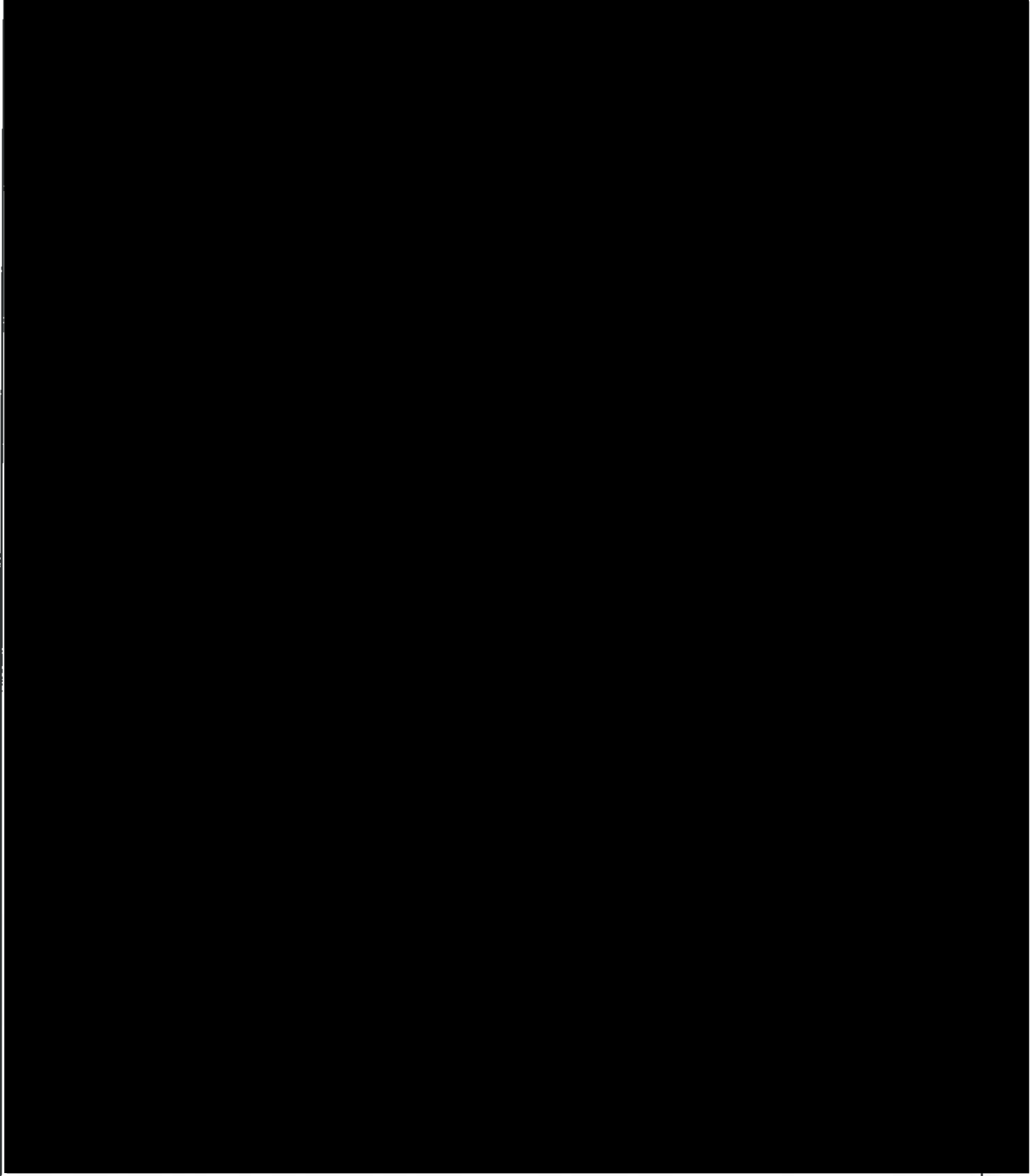
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**Do not exceed 3000 words**

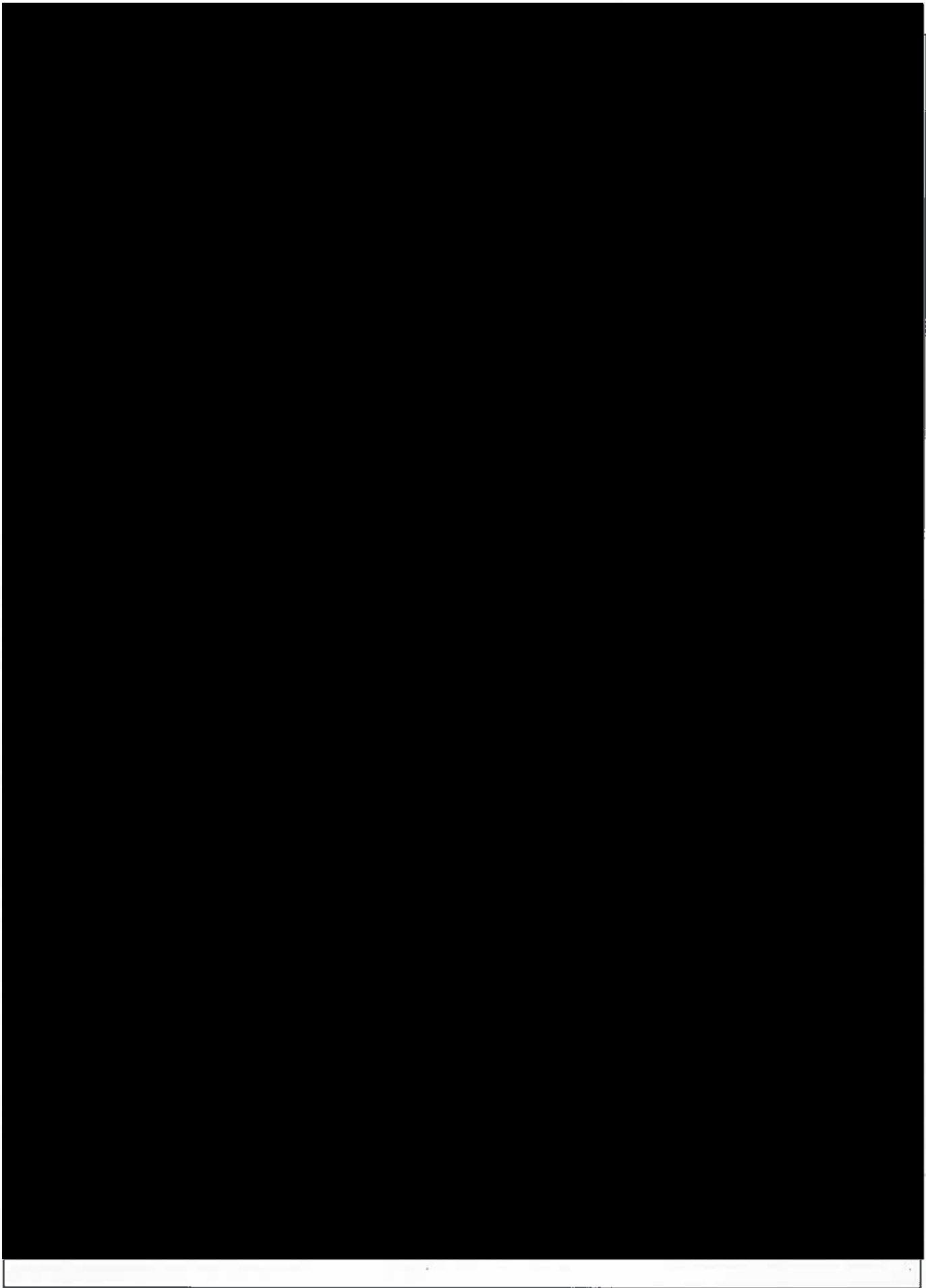


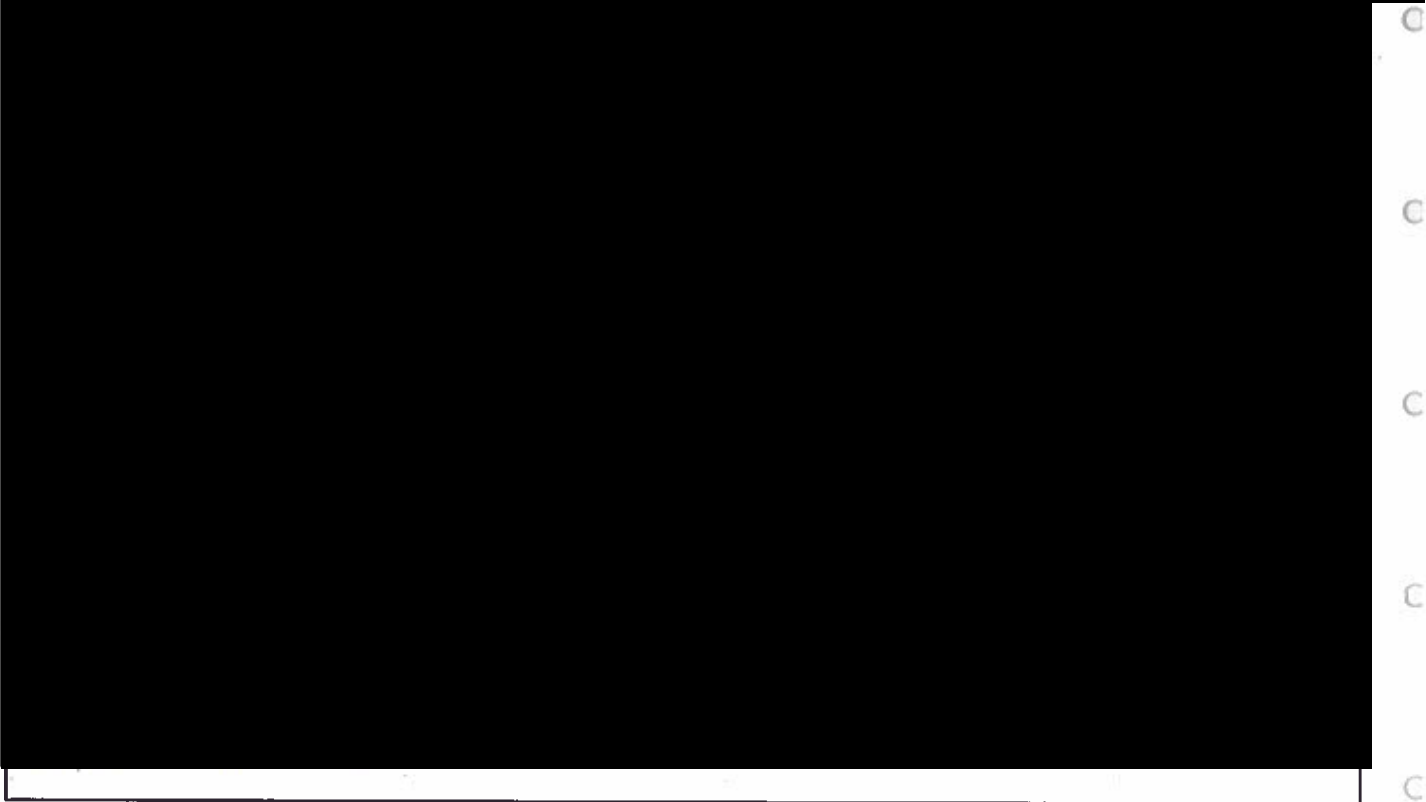
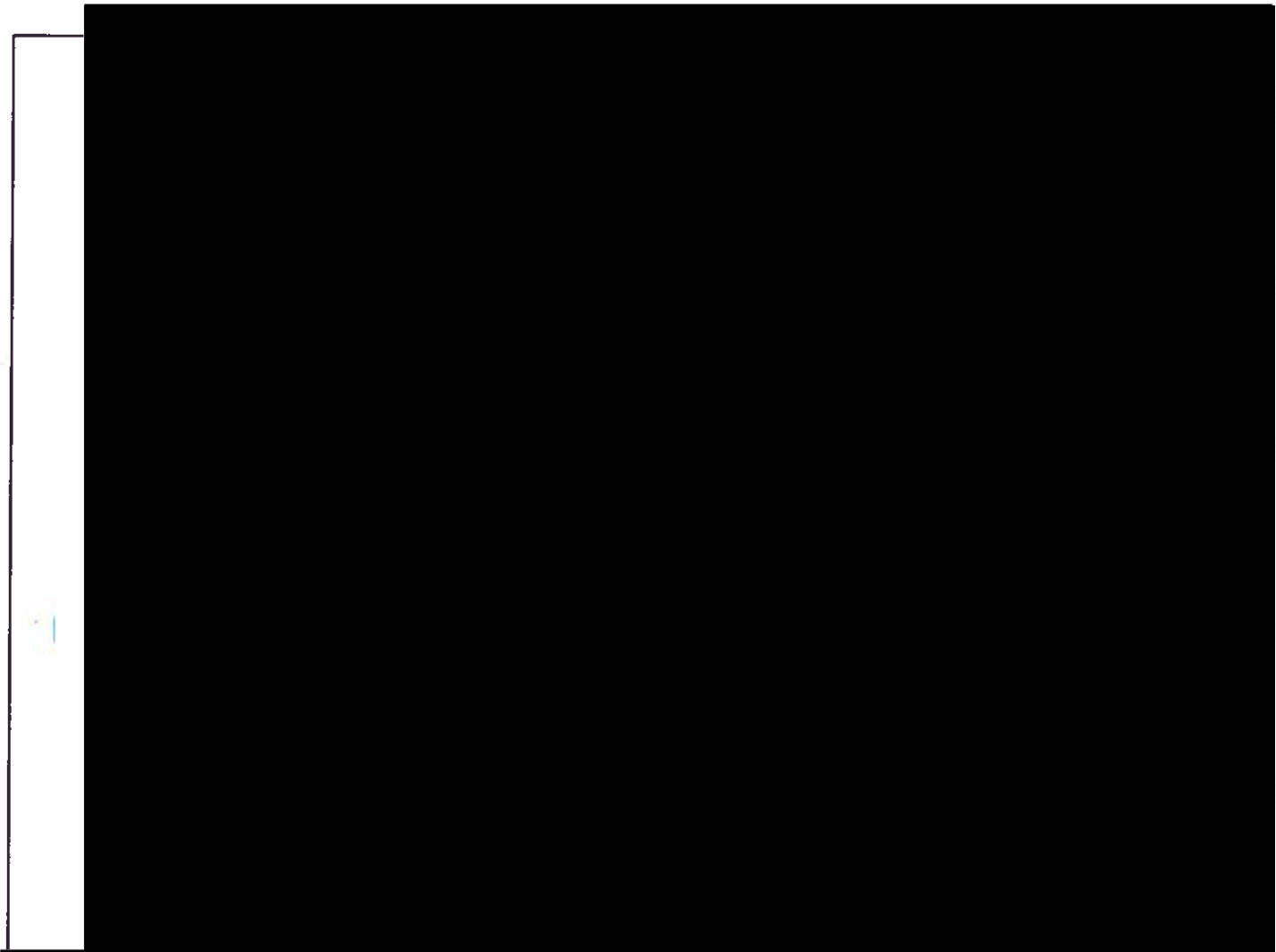
	<b>1.1 B. How will your service delivery model ensure key deliverables are met for both Core Services and Non-Core Services (inclusive of Islington Core Services and Generic Core &amp; Non-Core Services for other participating organisations)? (Weighting 5%)</b>
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<b>Answer</b>	
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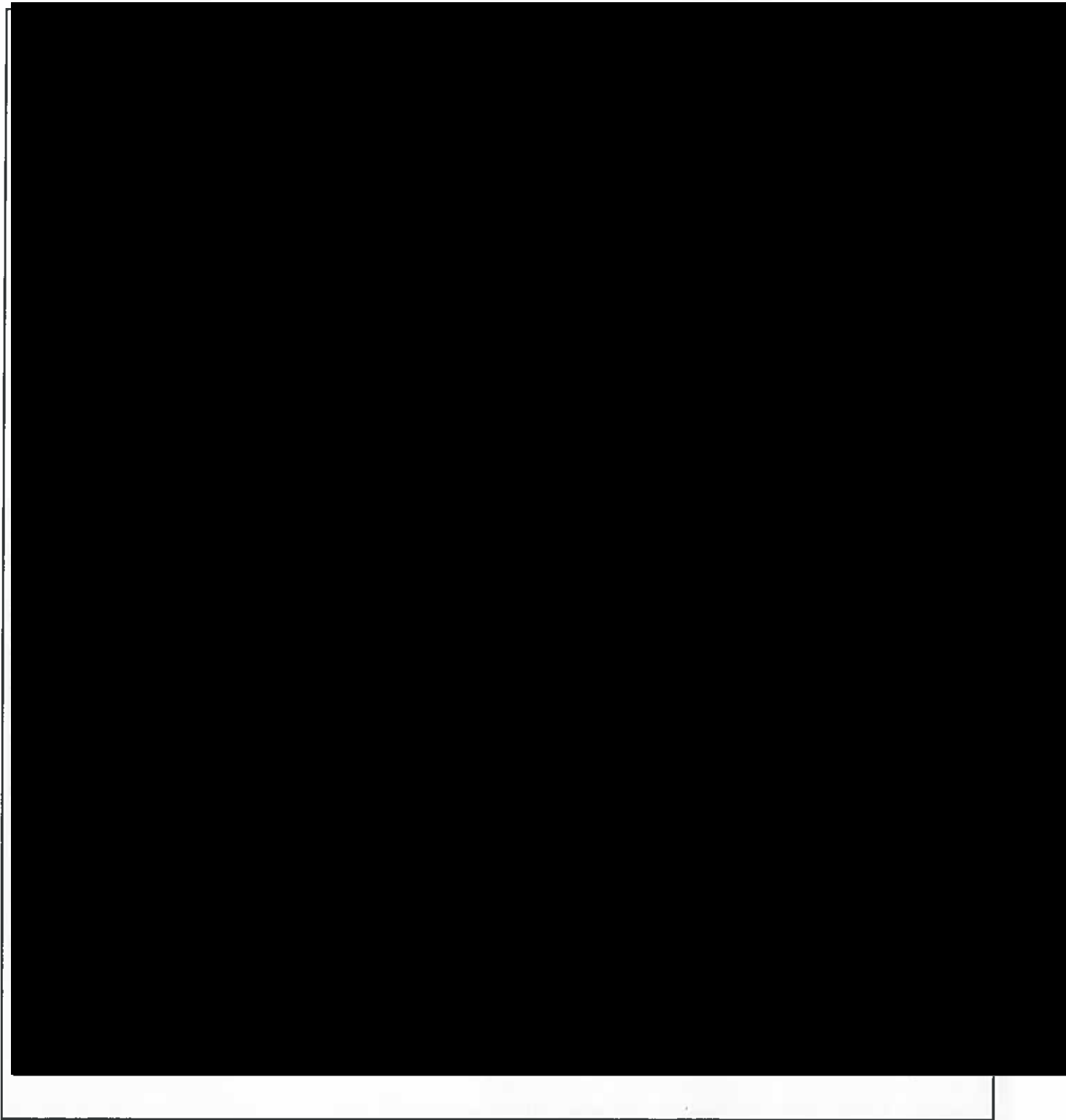


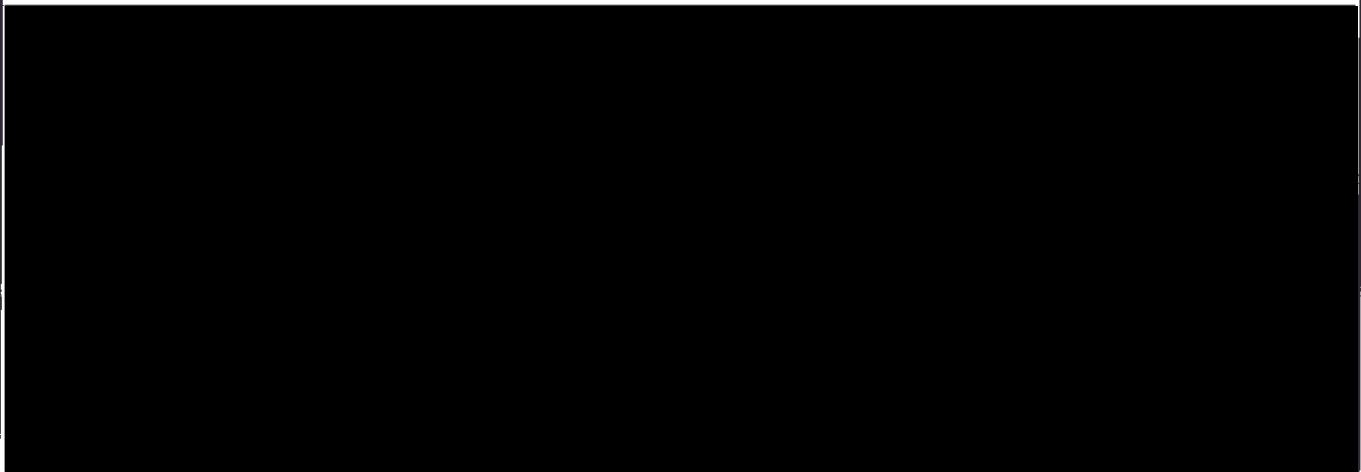
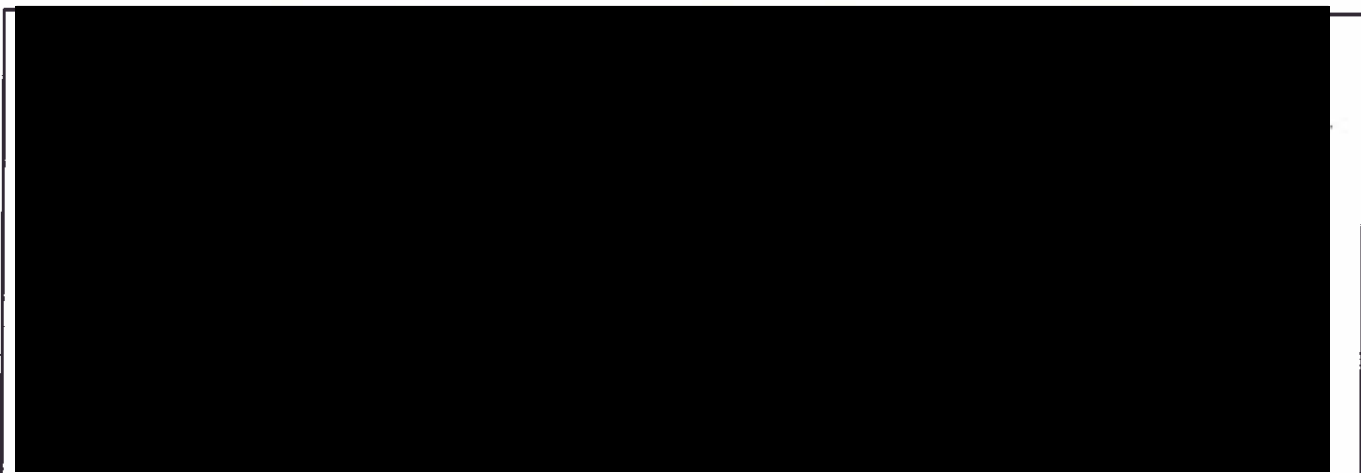


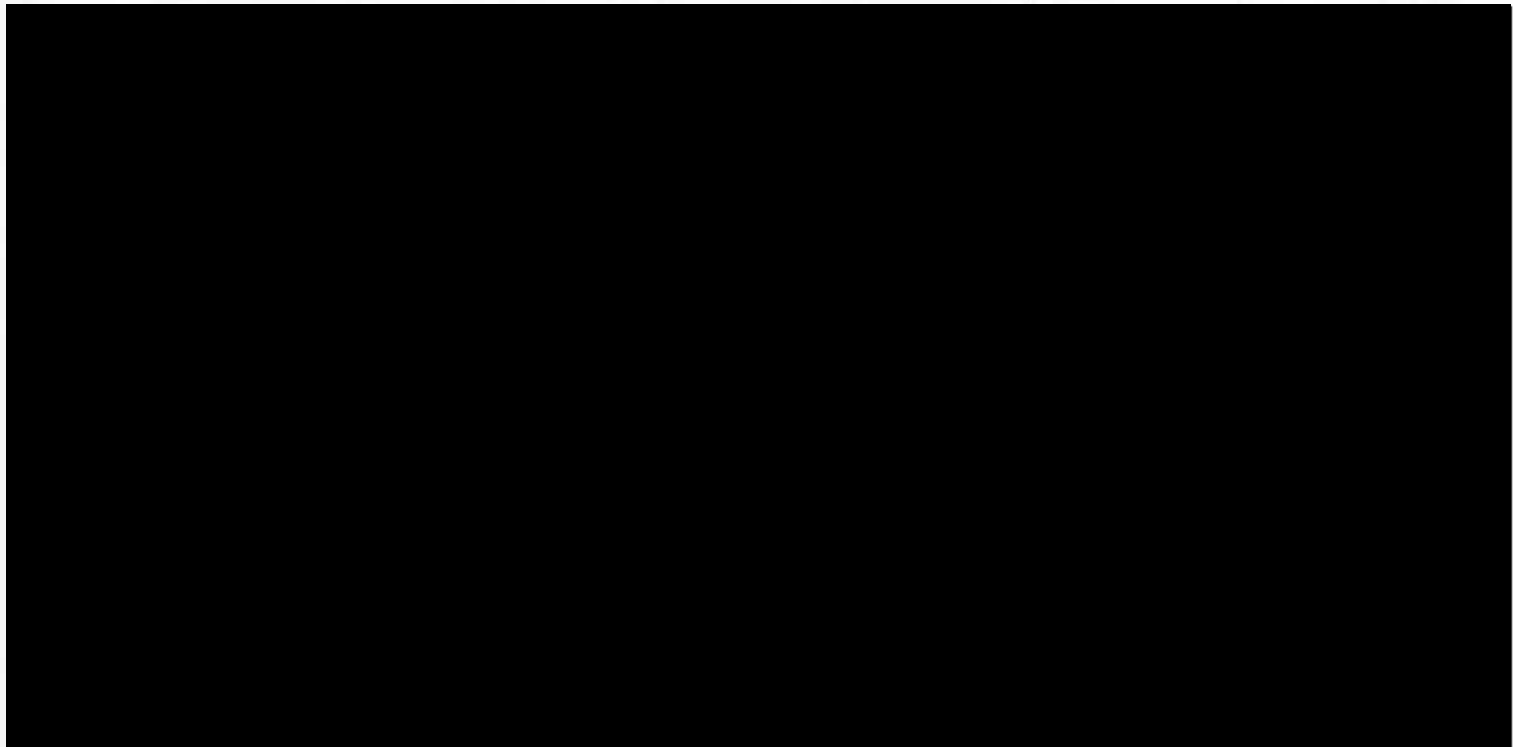




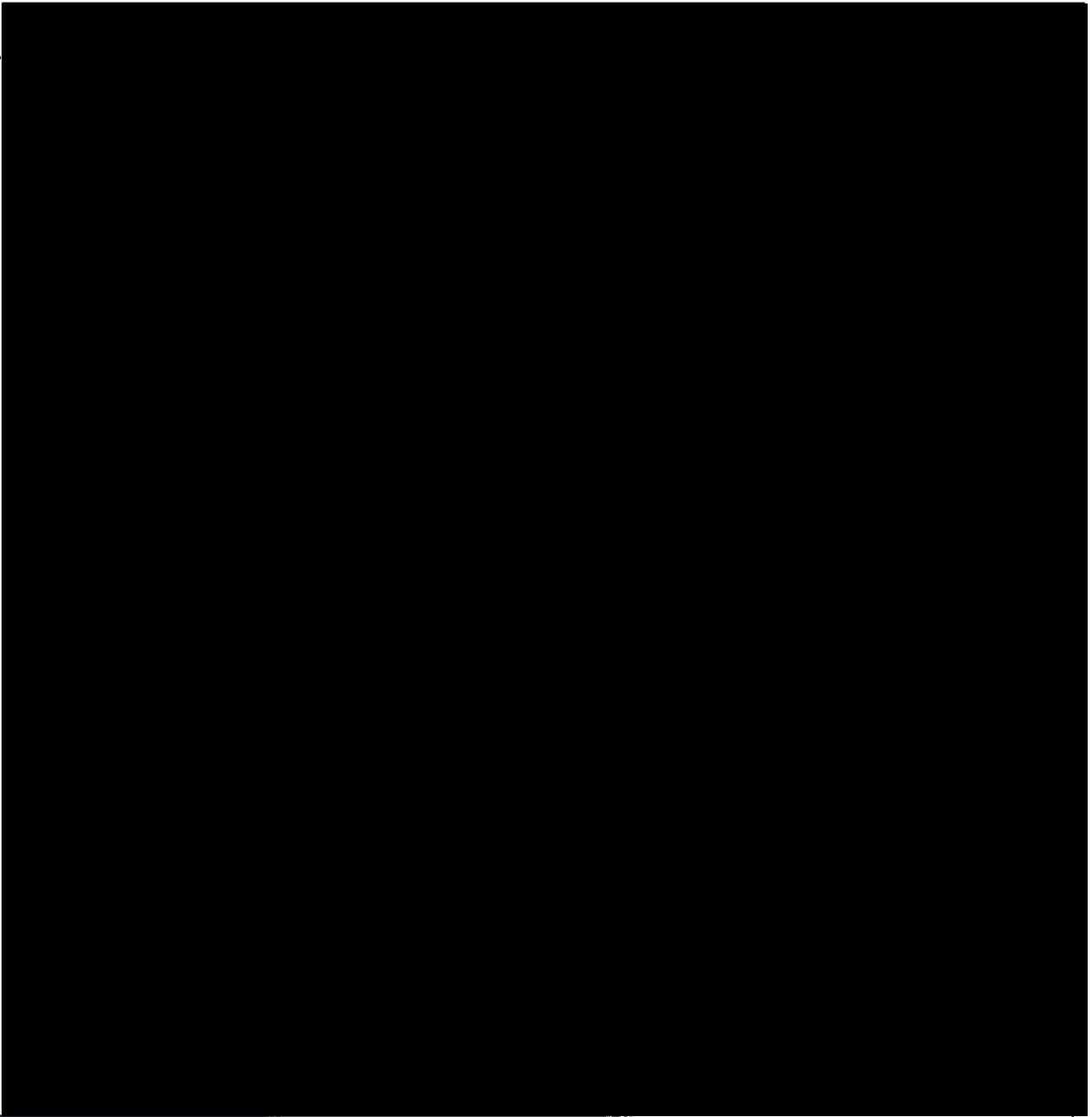








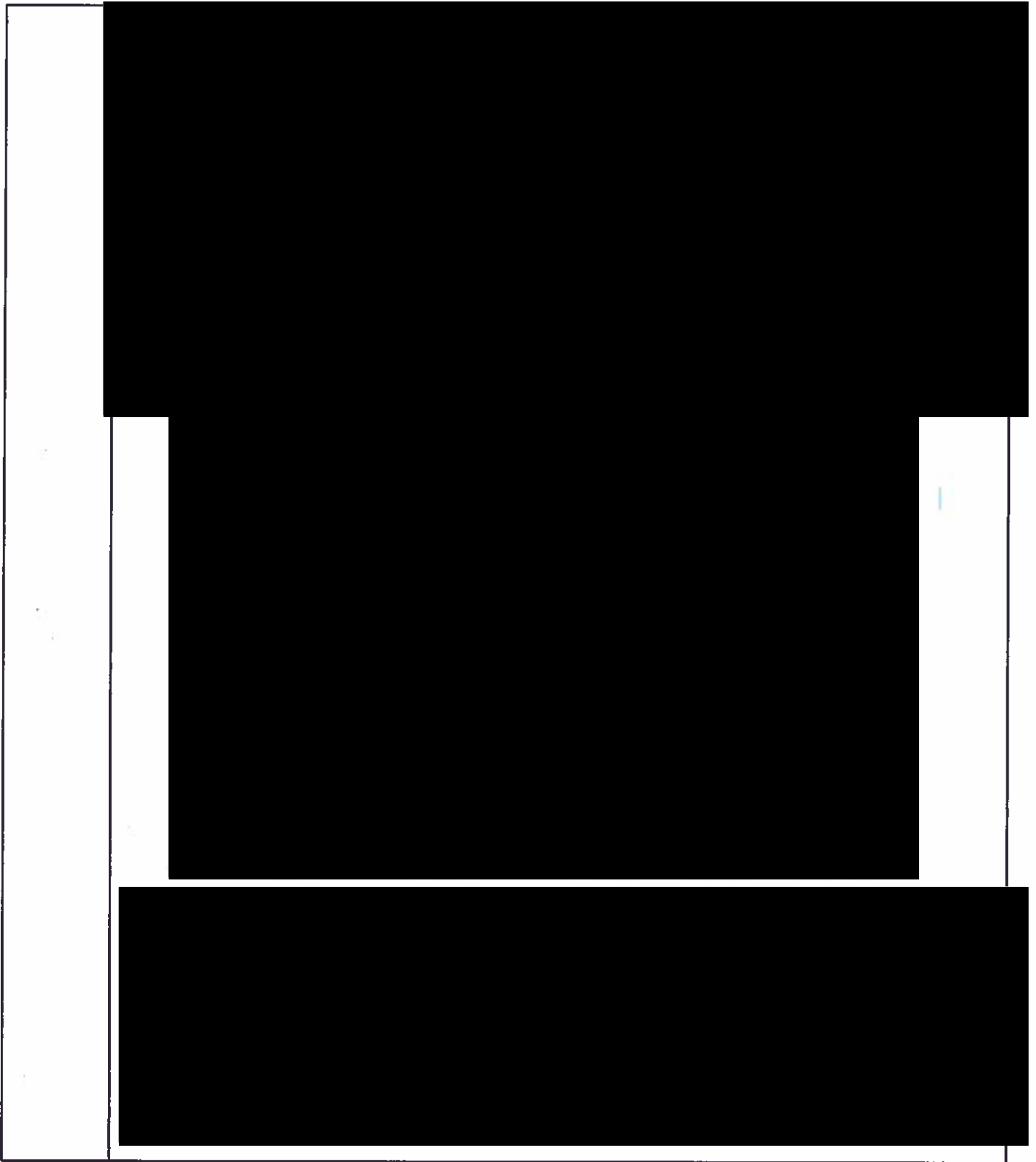
**1516-1077 Parking Enforcement**

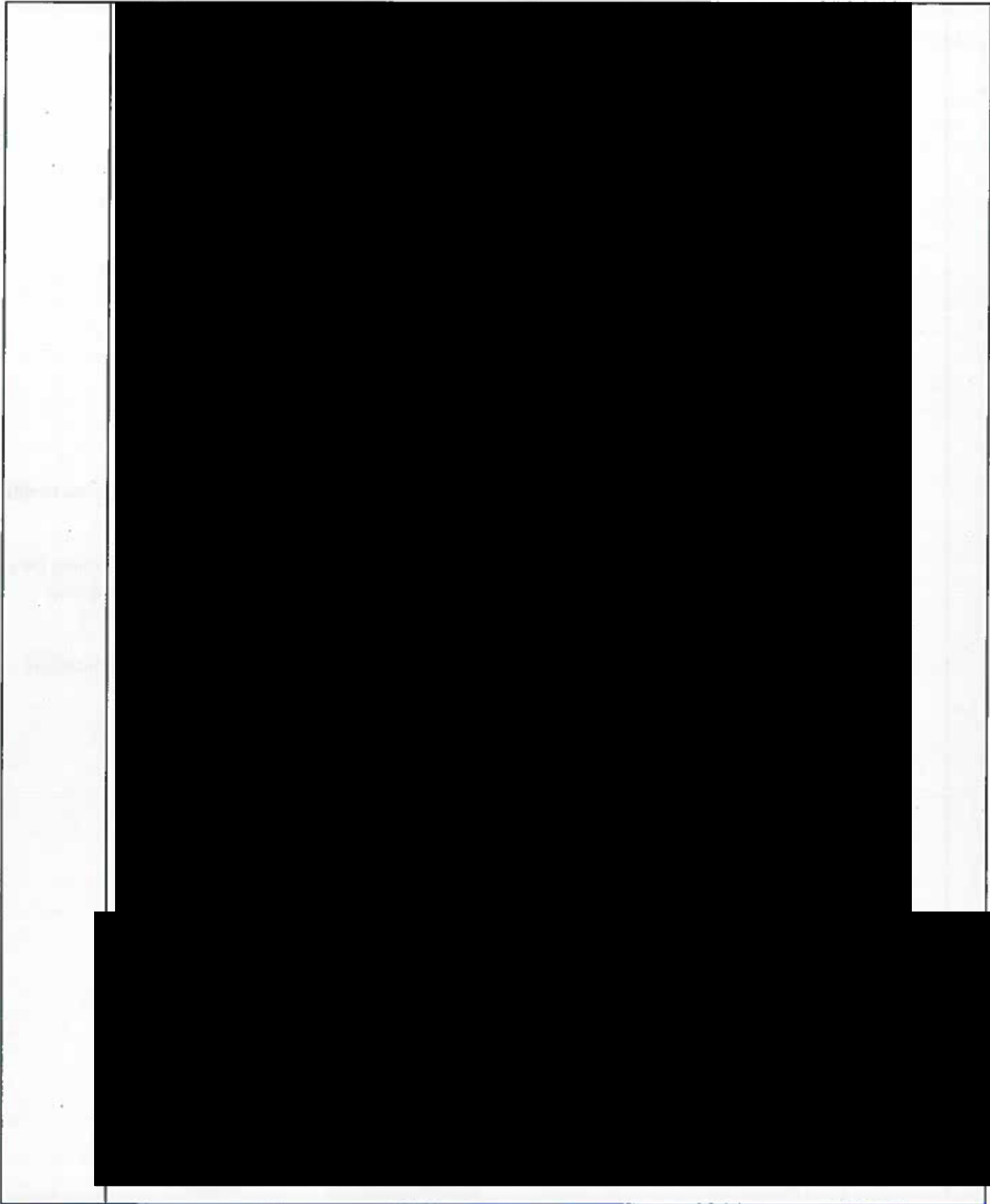


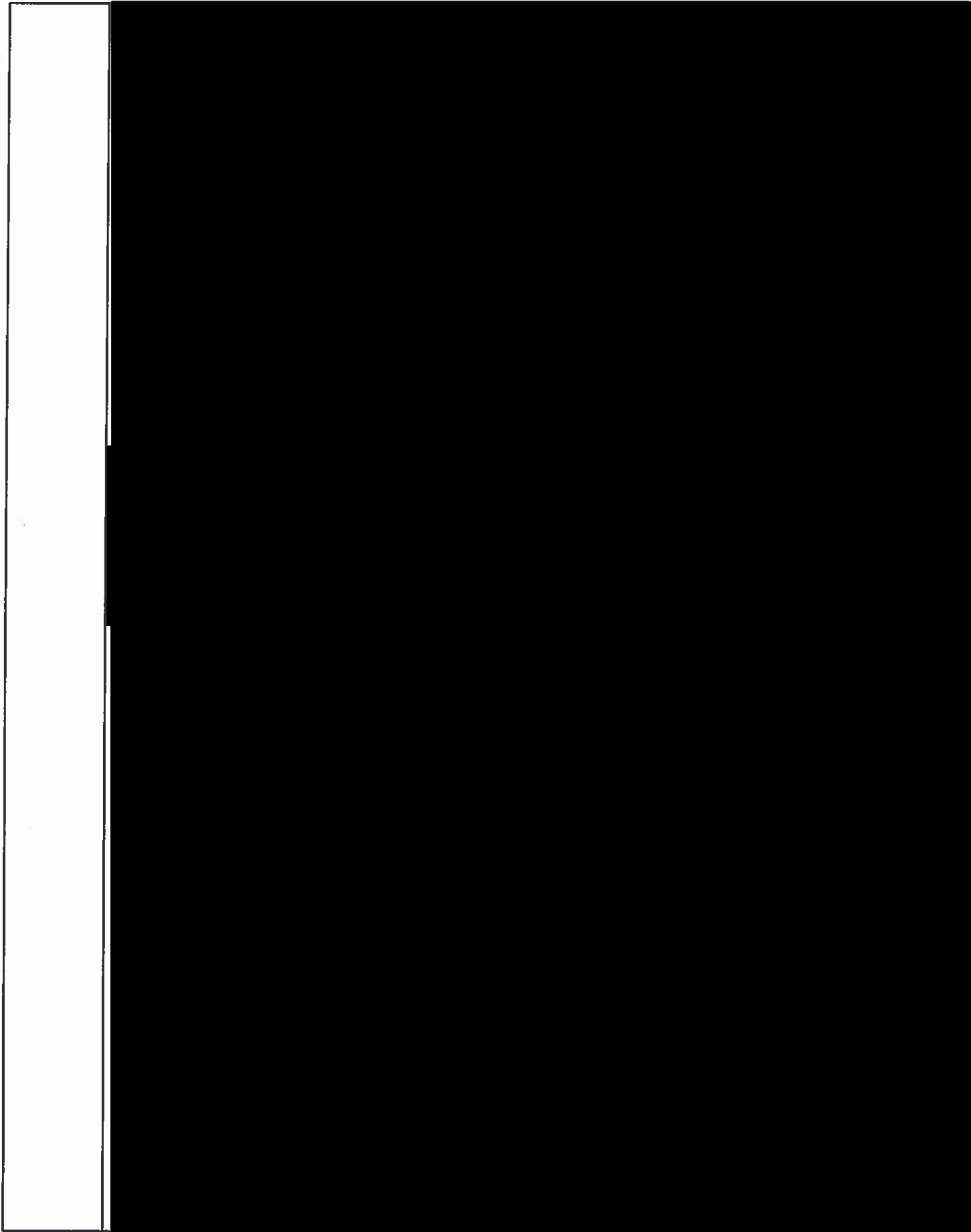
1516-1077 Parking Enforcement



1010-1077 Parking enforcement

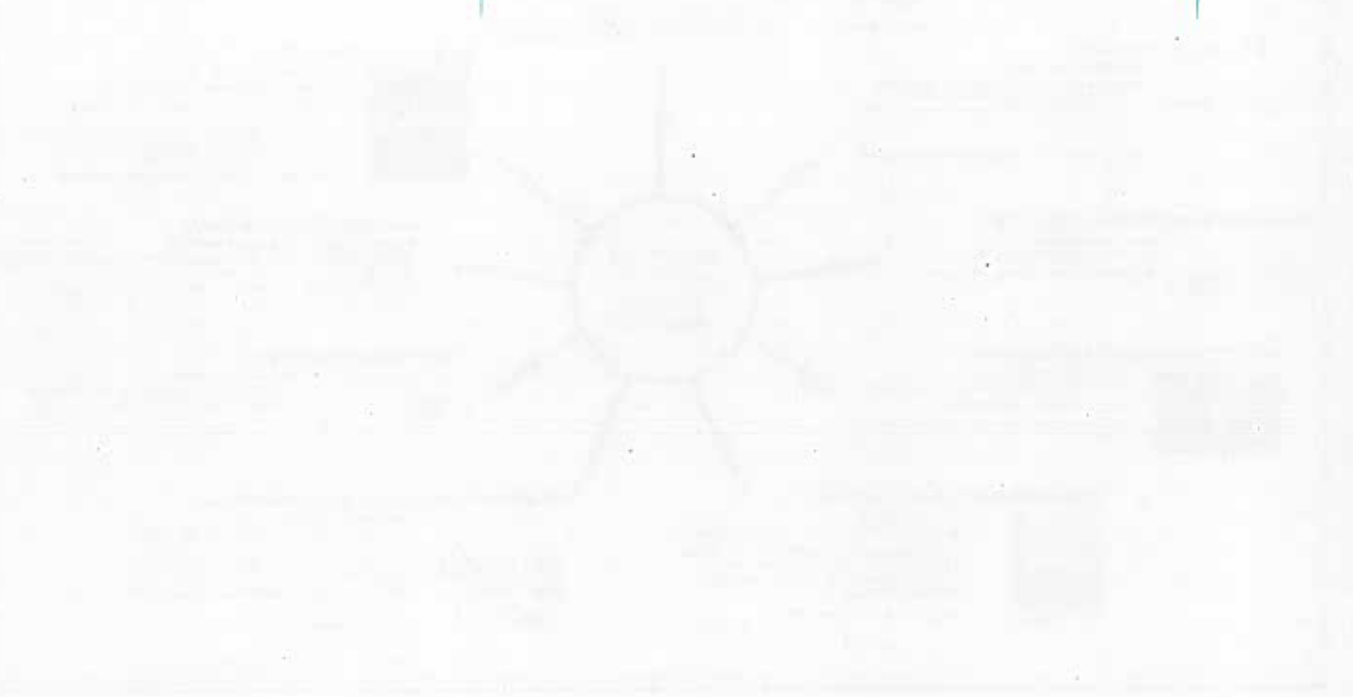




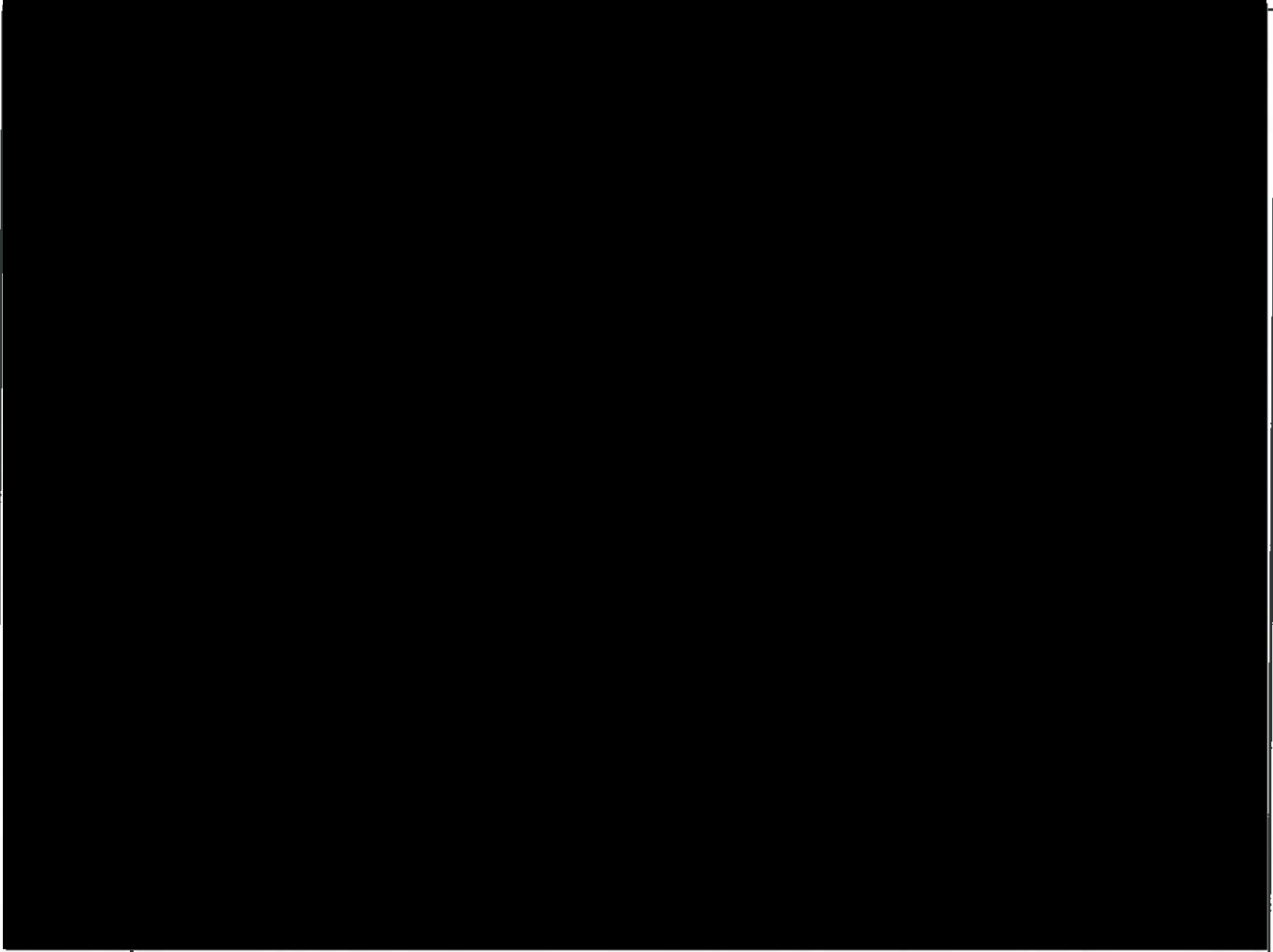


1516-1077 Parking Enforcement





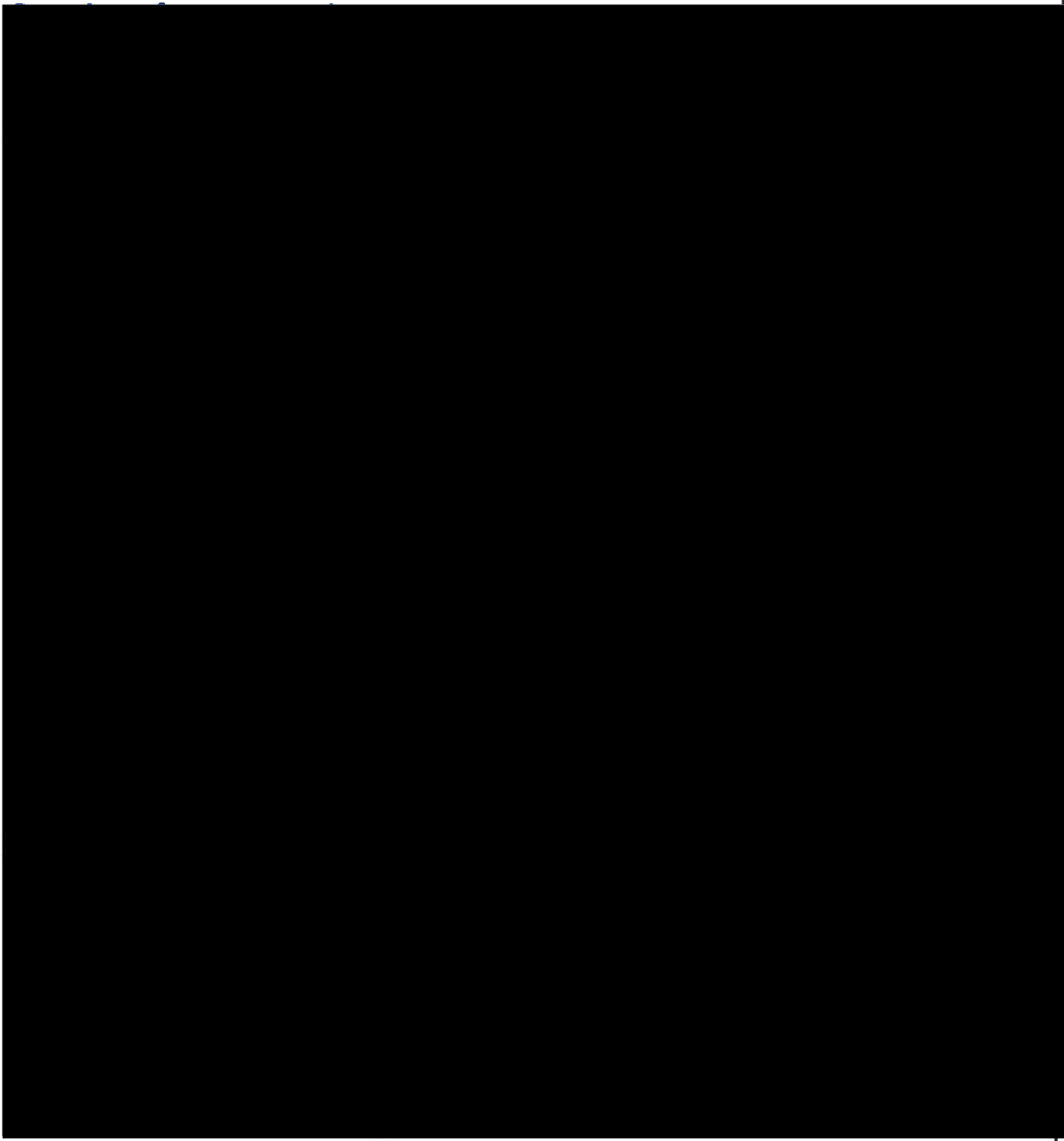




<b>Word count</b>	<i>2,000 (excluding tables, diagrams and images)</i>
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**Do not exceed 2000 words**

**Any words above the specified limit will be disregarded in the Council's evaluation of your answer.**

<b>1.2</b>	<b>Contract Management (Weighting 5%)</b>  Please describe your proposed approach to contract management and working in partnership with the client throughout the duration of the contract.
<b>Answer</b>	

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Faint, illegible text at the bottom of the page, possibly a footer or concluding paragraph.

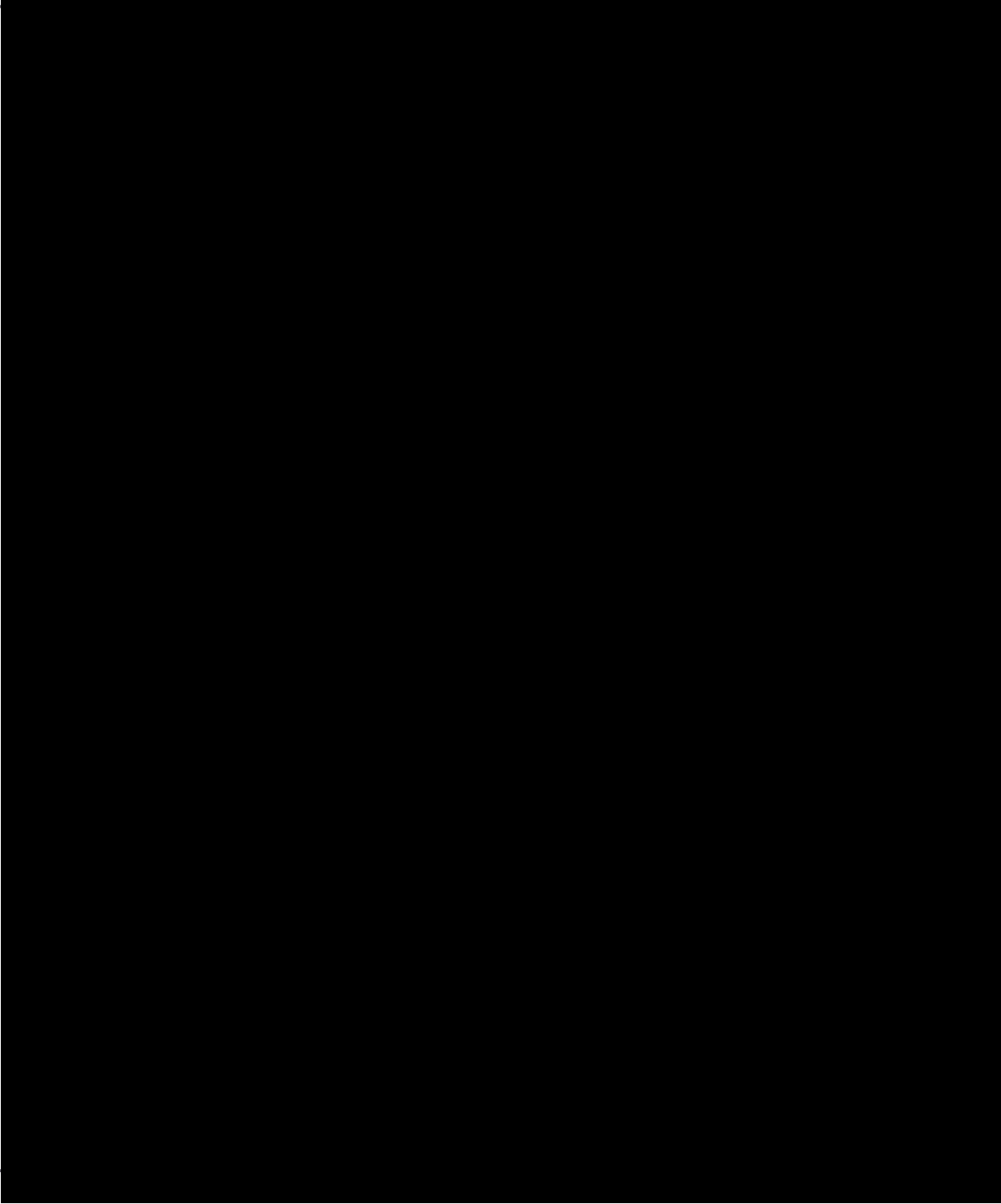


**1516-1077 Parking Enforcement**

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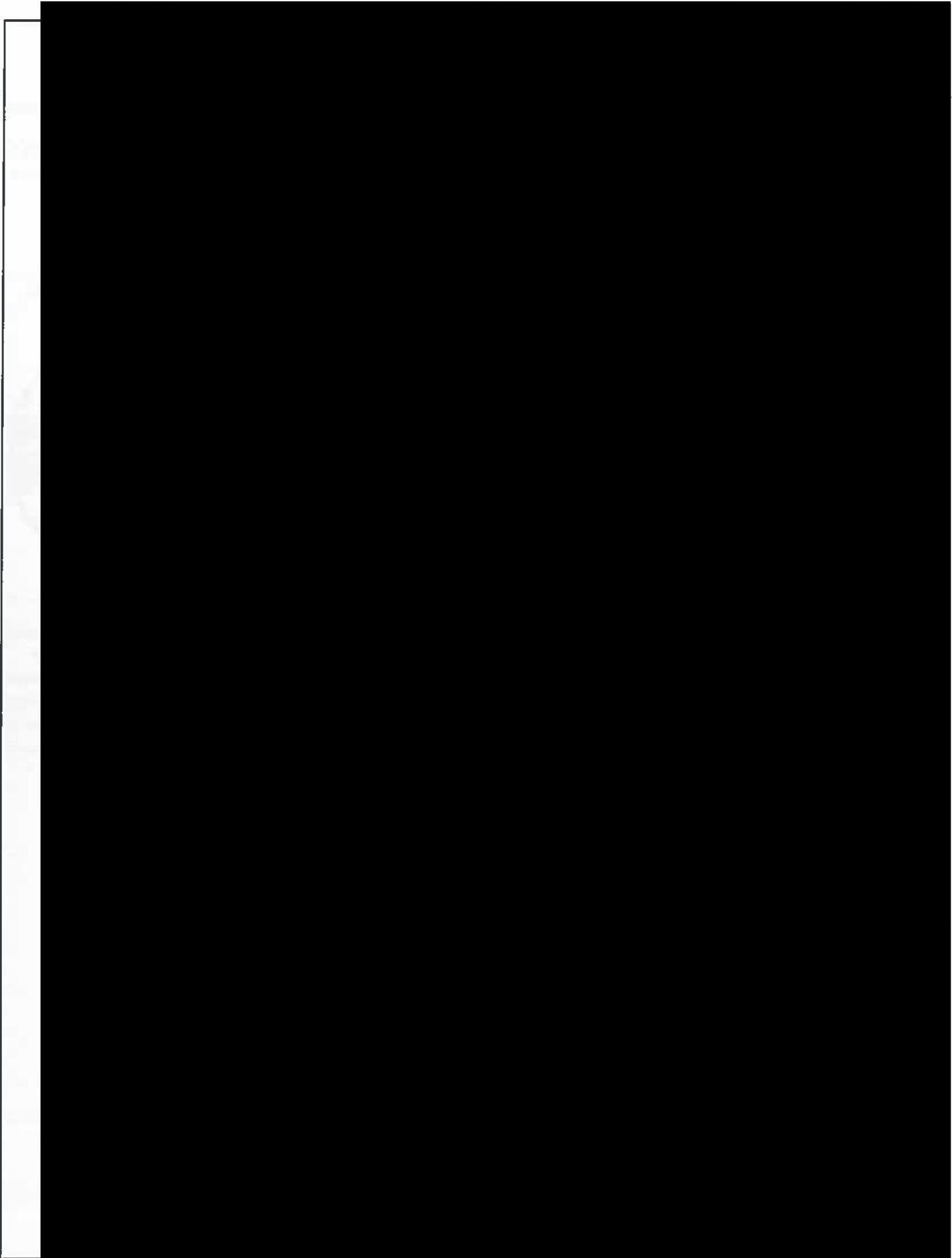


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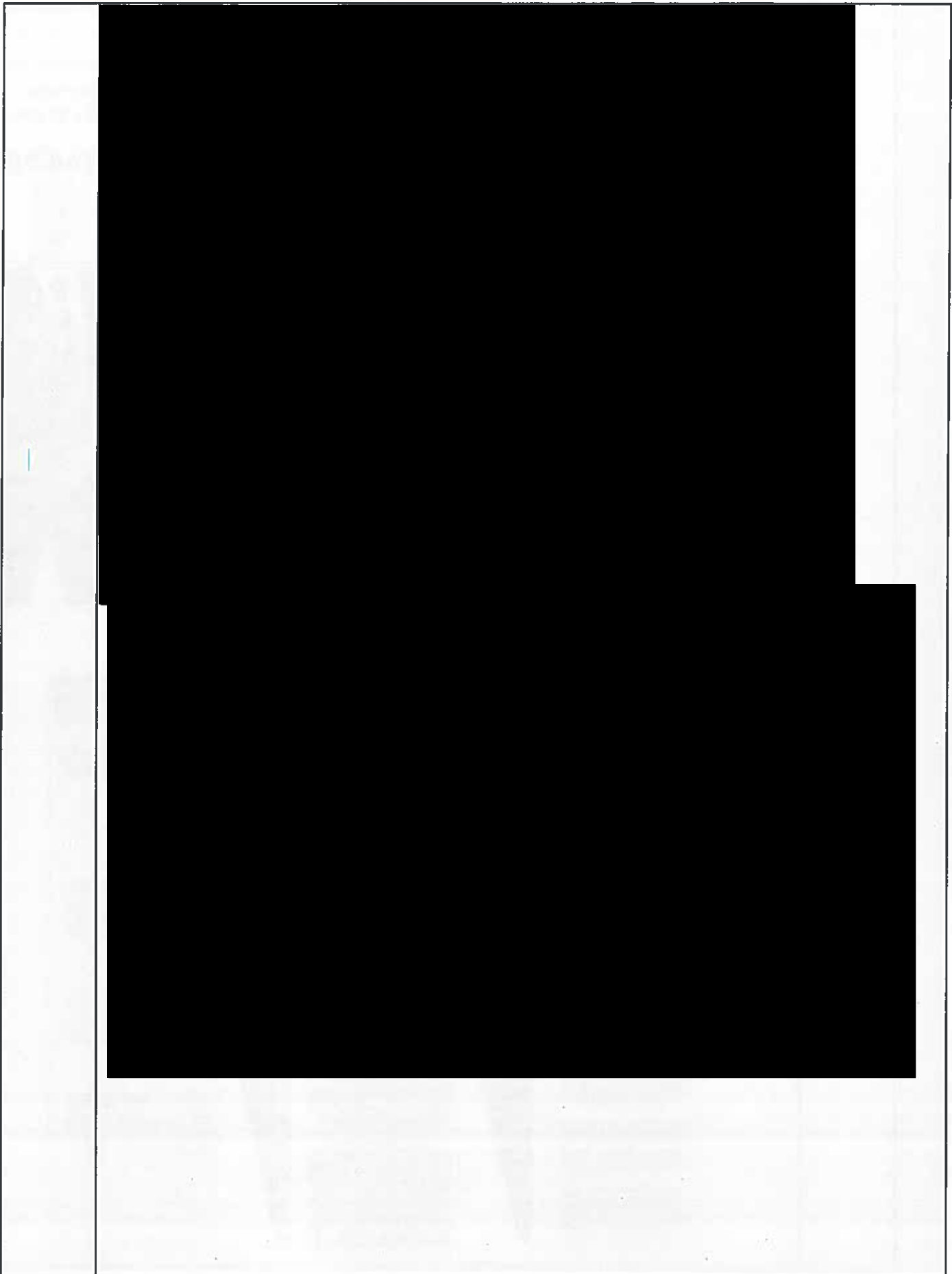


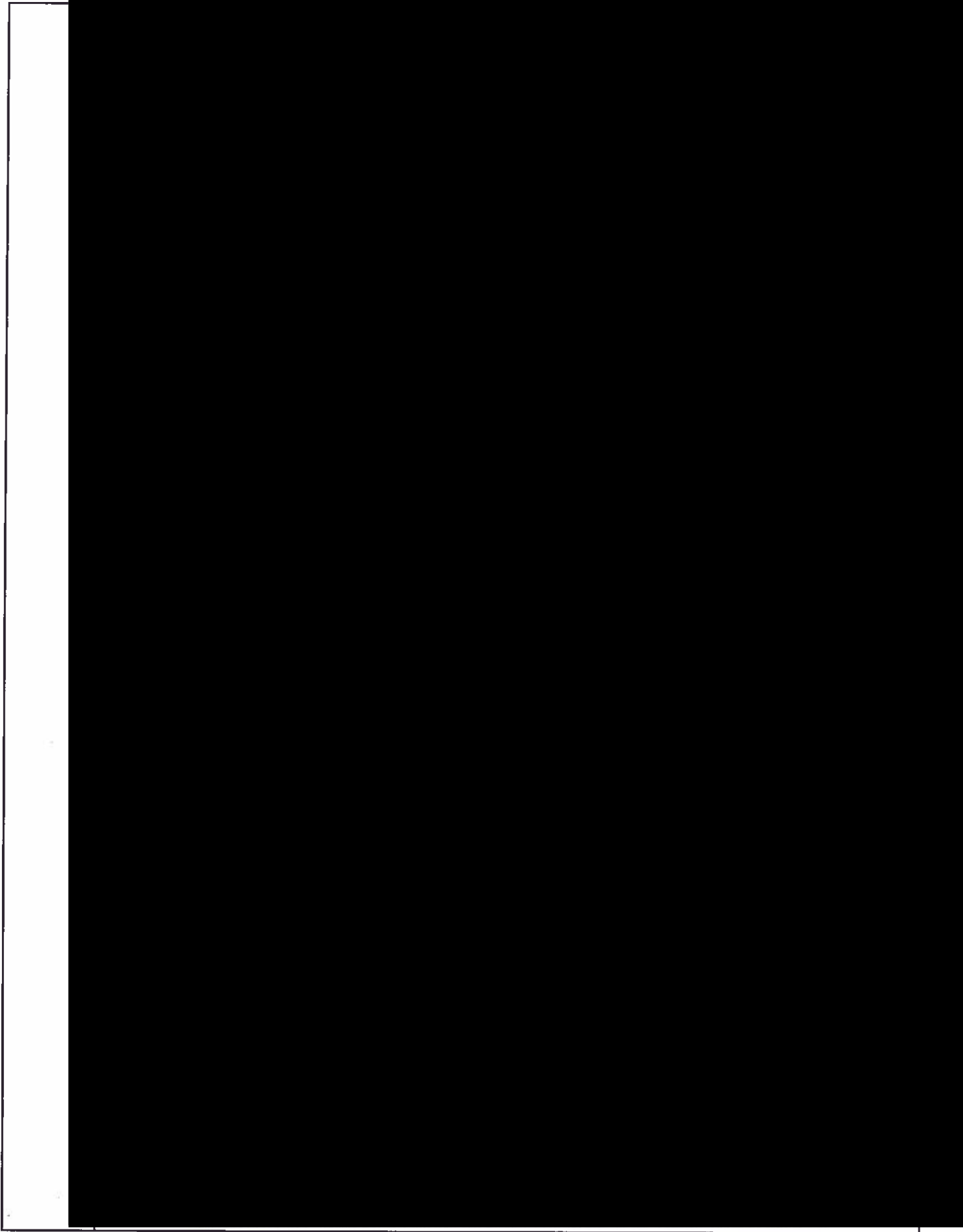




1516-1077 Parking Enforcement

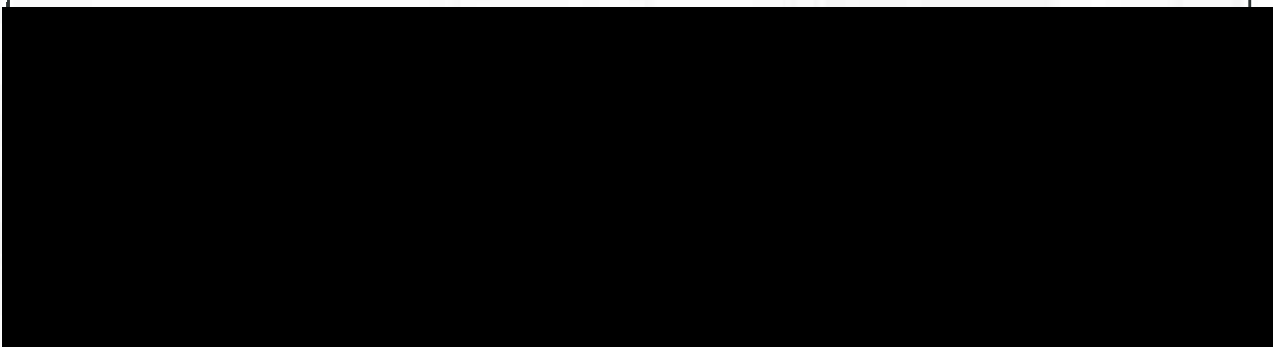






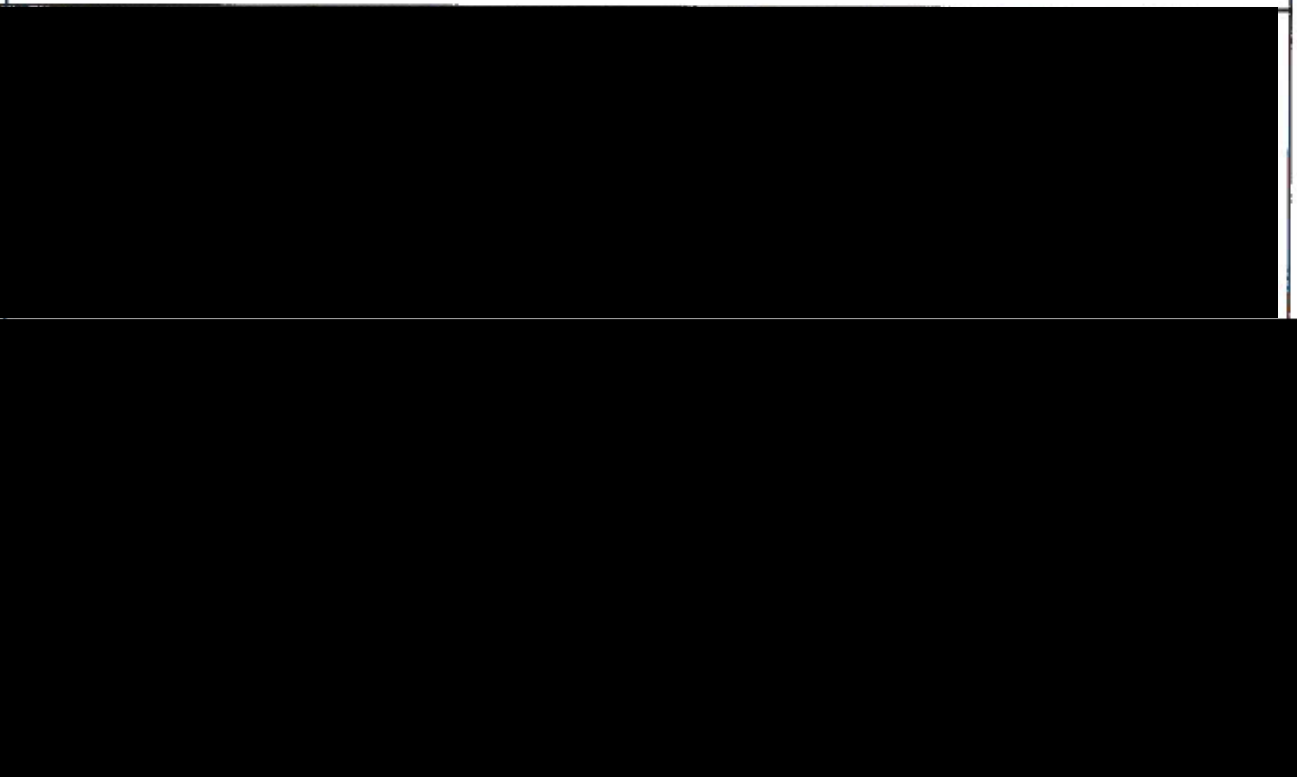
1516-1077 Parking Enforcement





<b>Word count</b>	<i>1,969 (excluding tables, diagrams and images)</i>
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**Do not exceed 2000 words**  
Any words above the specified limit will be disregarded in the Council's evaluation of your answer.

<b>1.3</b>	<b>Social Value (Weighting 5%)</b> Please describe key considerations in regards to incorporating Islington Social Value principals in accordance with our attached guidance ITT 6 Commissioning, procuring and contract managing Social Value in Islington Supply Chain.
<b>Answer</b>	

1516-1077 Parking Enforcement

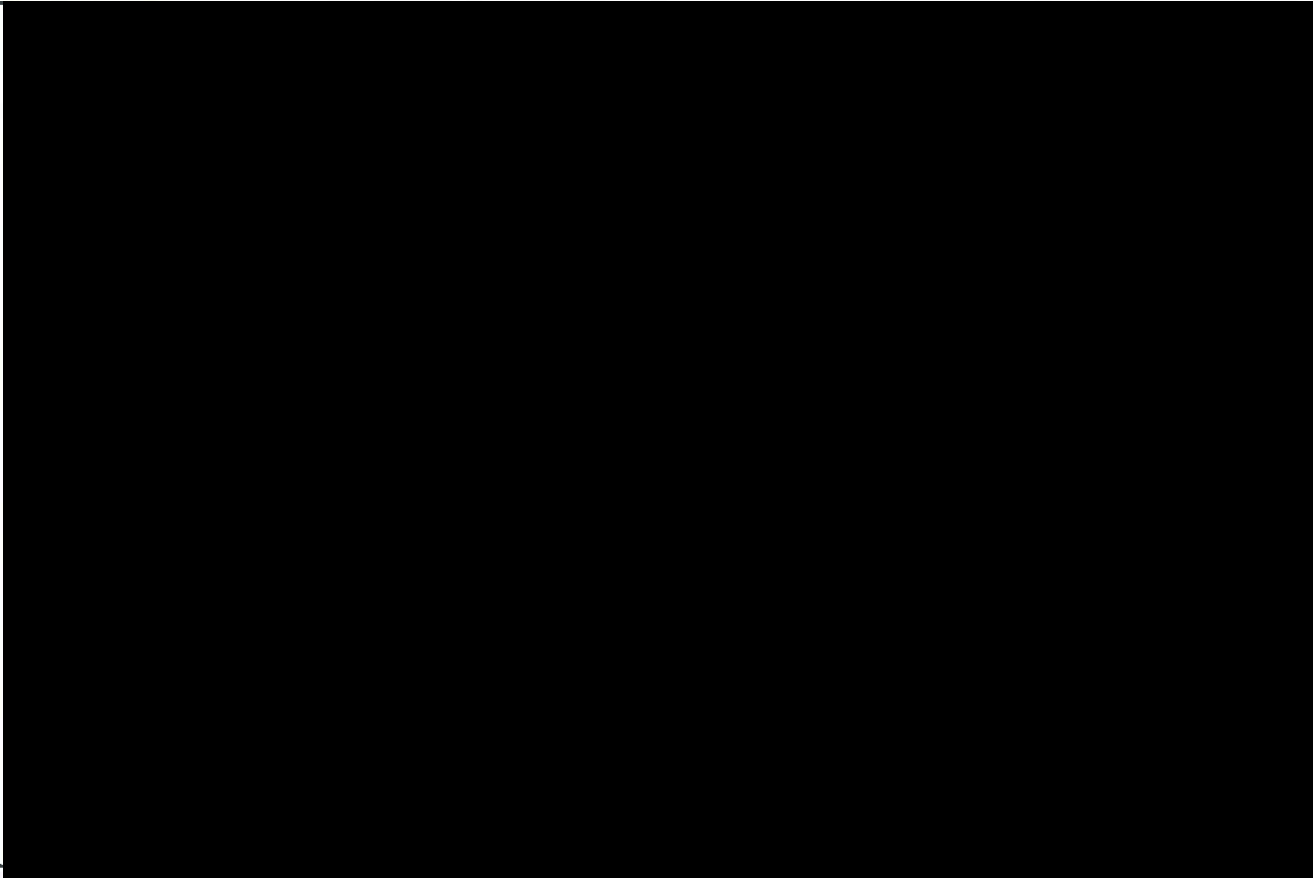


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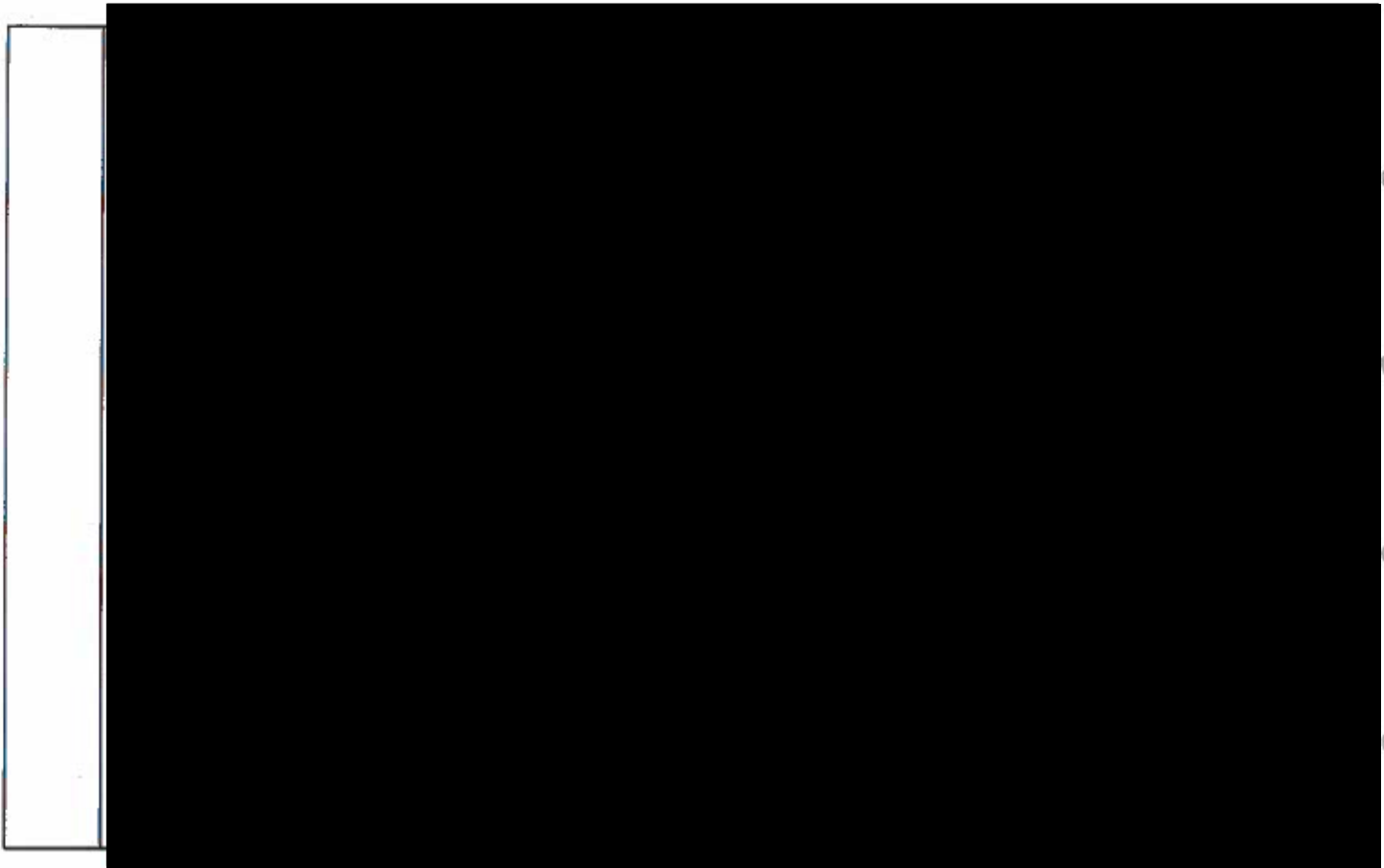


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**1516-1077 Parking Enforcement**



1516-1077 Parking Enforcement



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1516-1077 Pa [Redacted] nt




<b>Word count</b>	<i>1,970 words (excluding images)</i>
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Any words above the specified limit will be disregarded in the Council's evaluation of your answer.	

**1616-1077 Parking Enforcement**

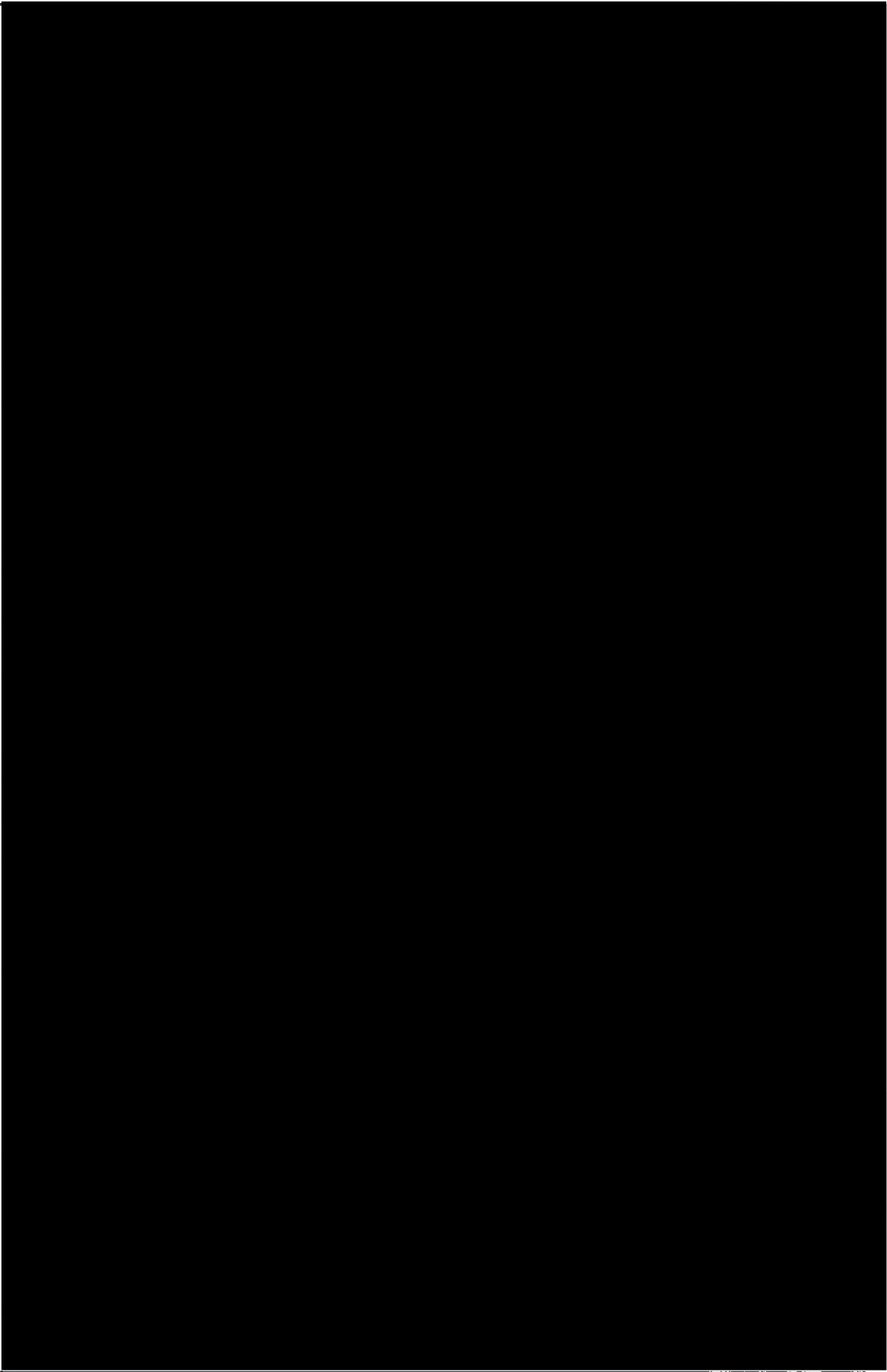


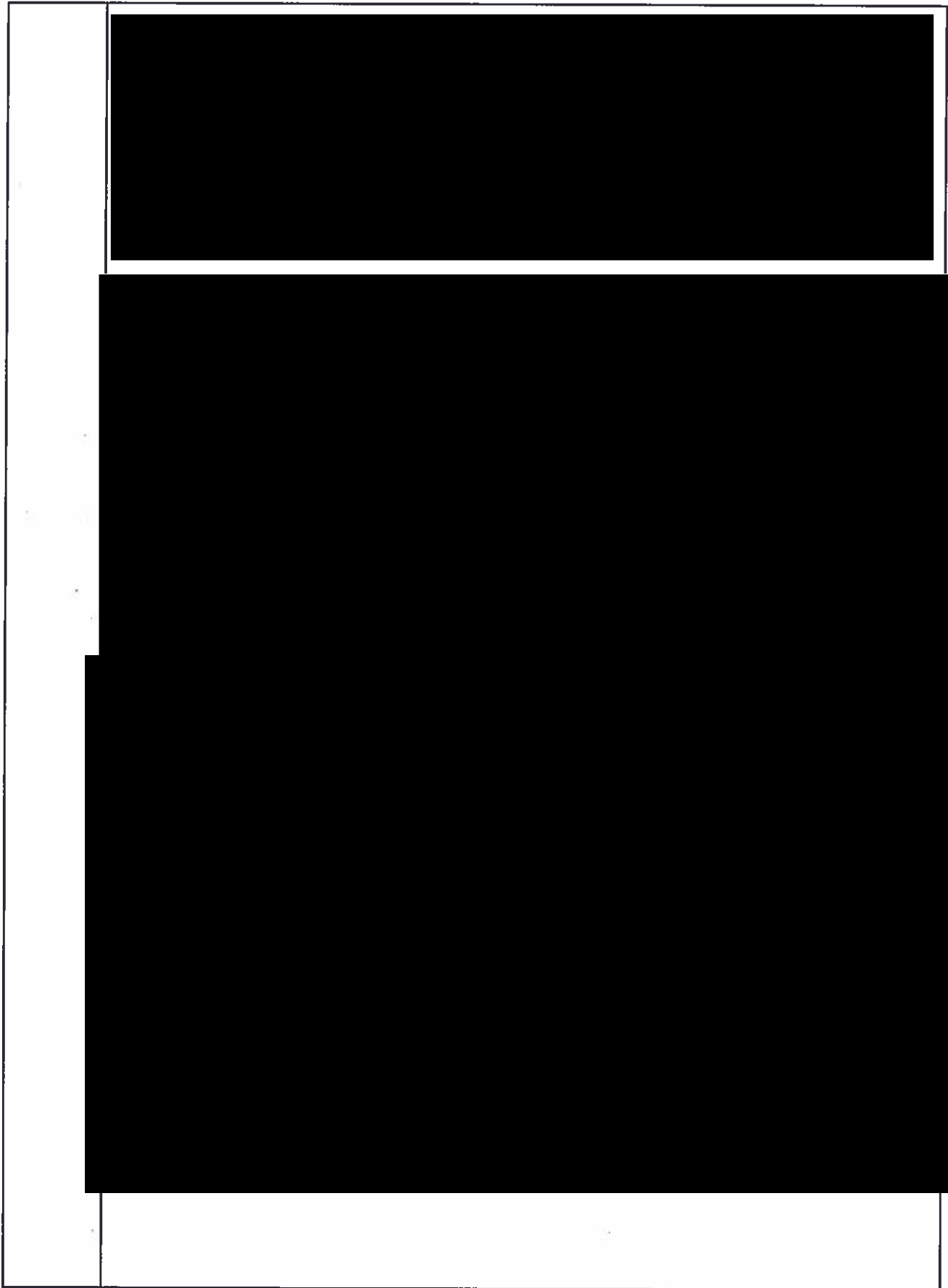
1.4	<b>Modern Parking Methodology (Weighting 5%)</b>  How will you deliver a 'parking' enforcement regime using automatic number plate recognition systems?
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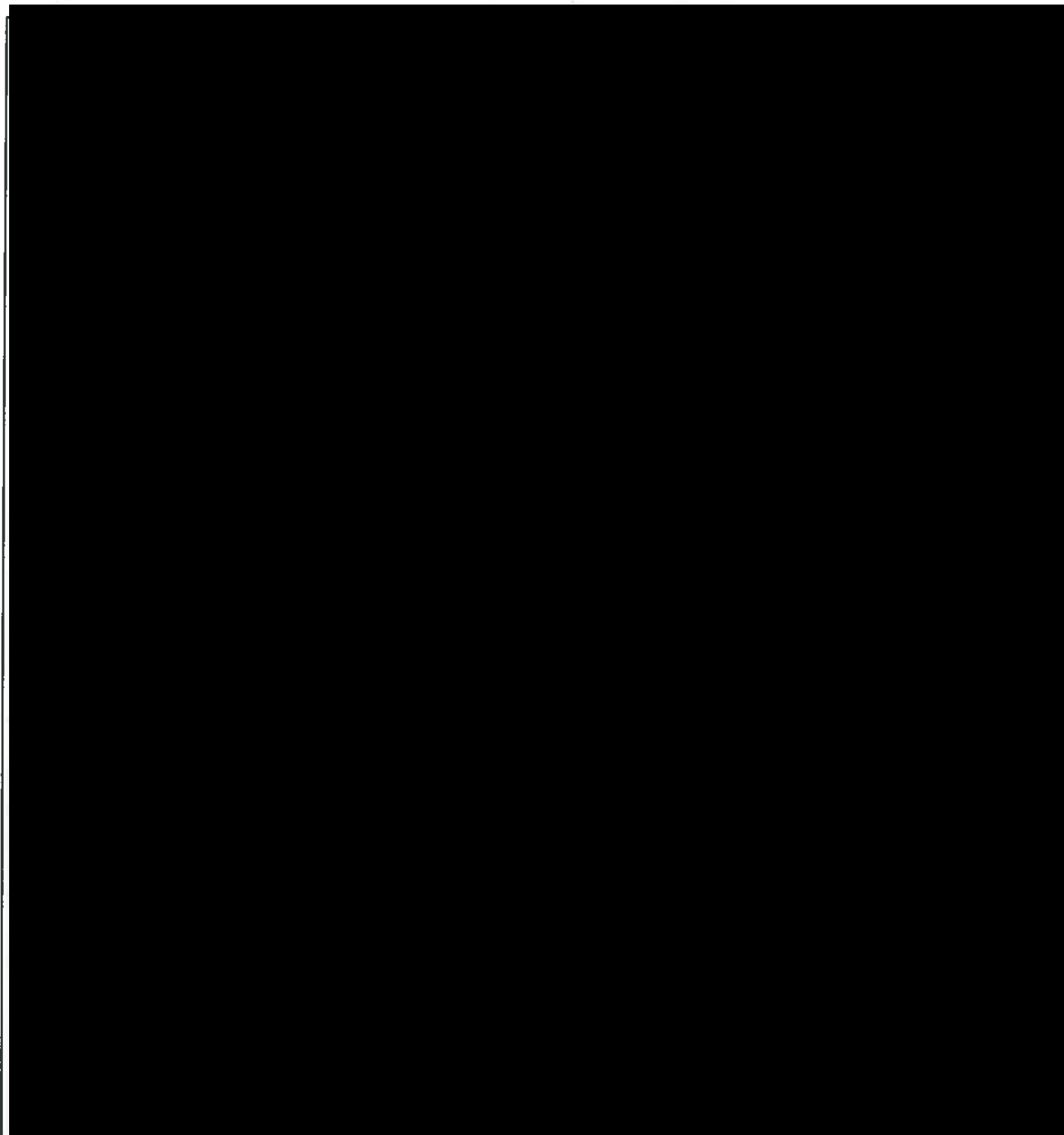
<b>Answer</b>	
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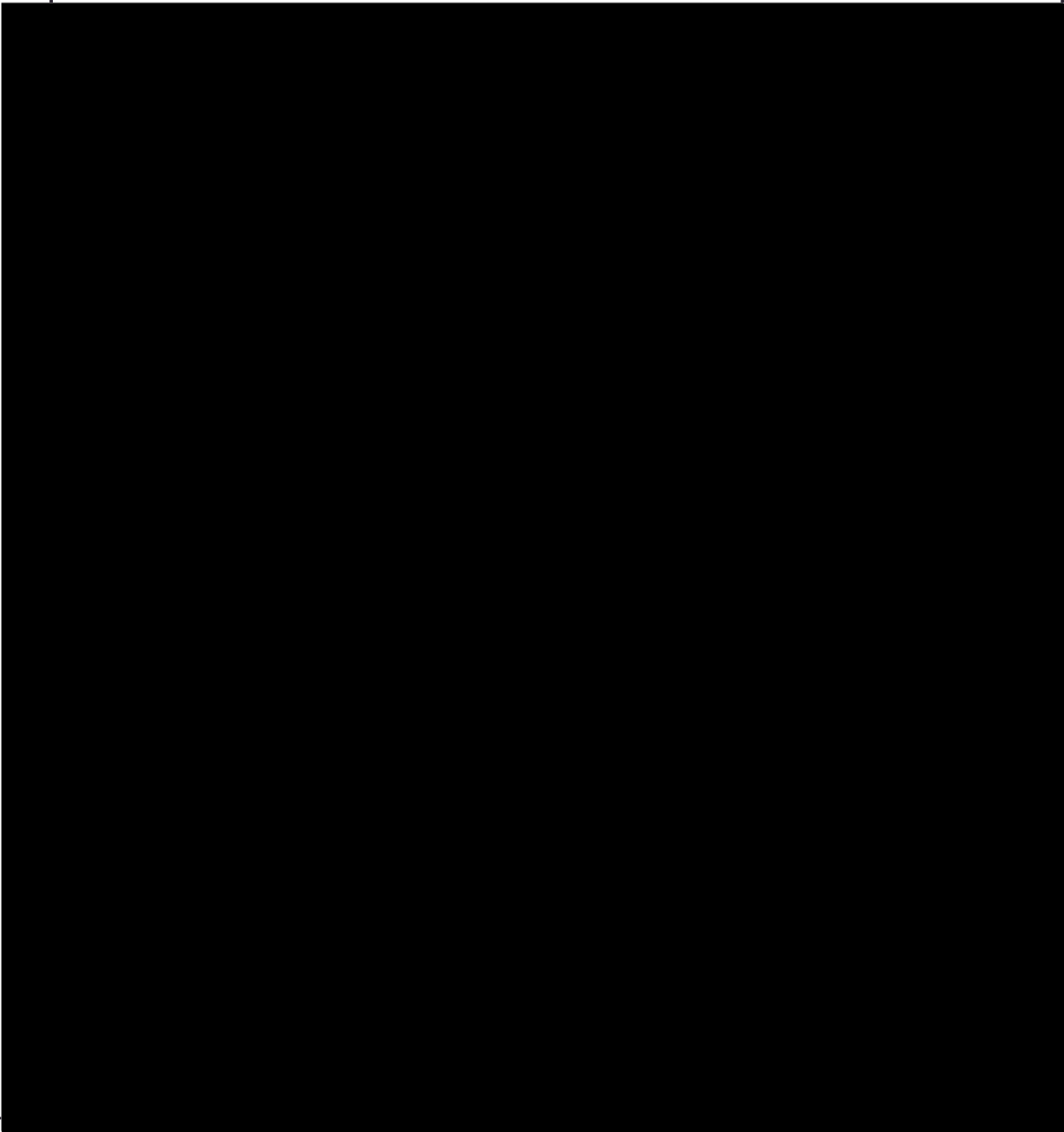


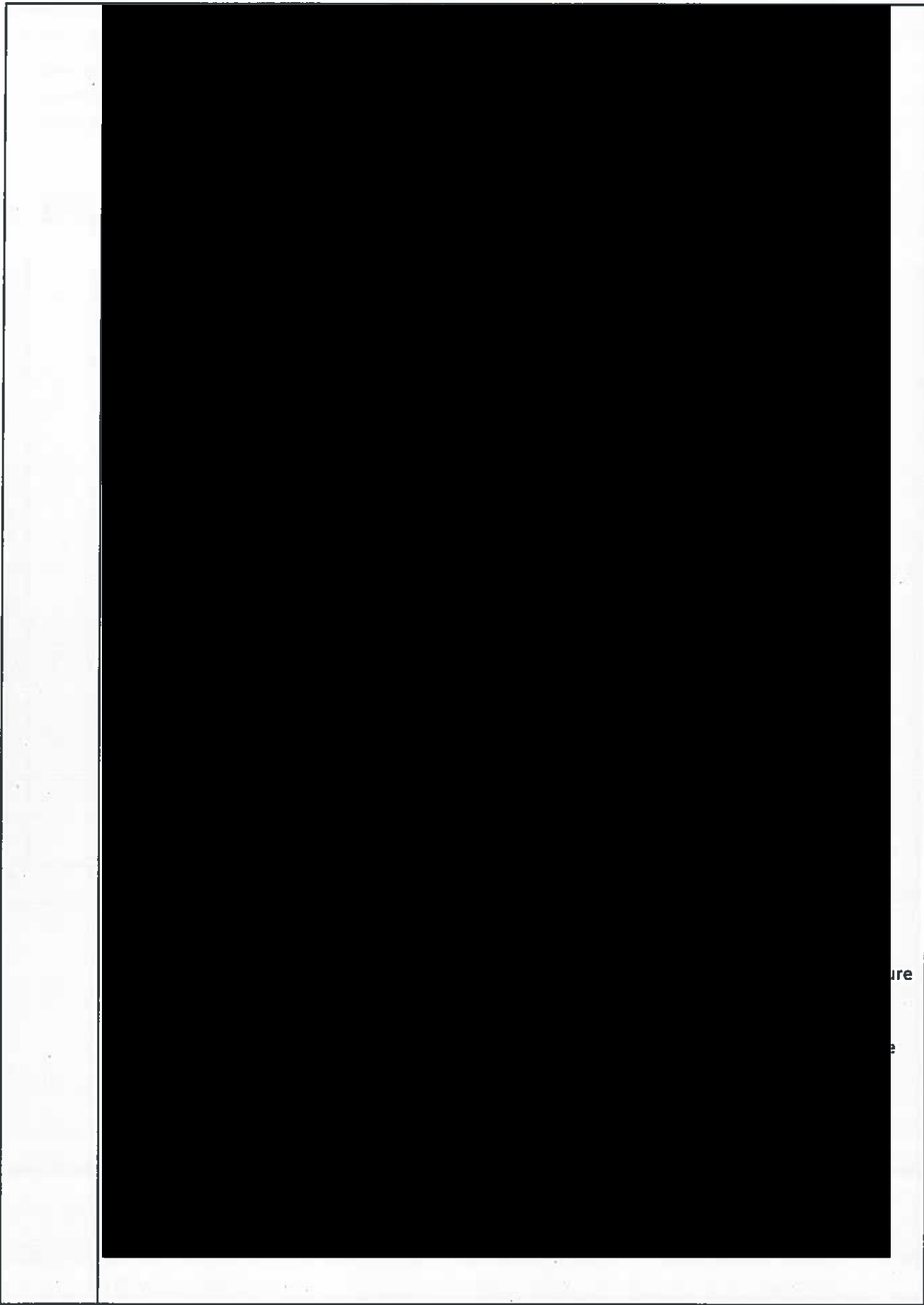
**1516-1077 Parking Enforcement**



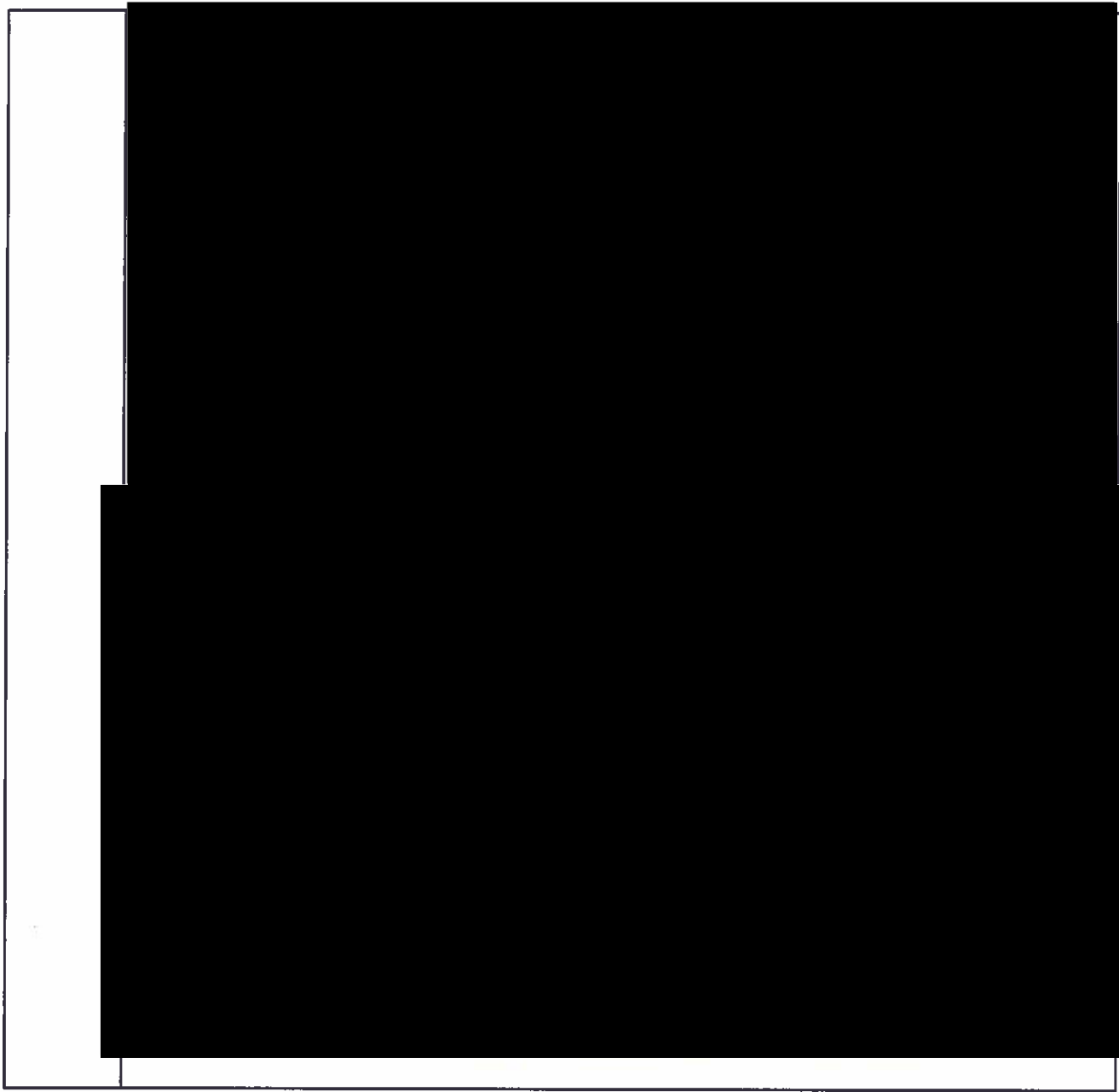




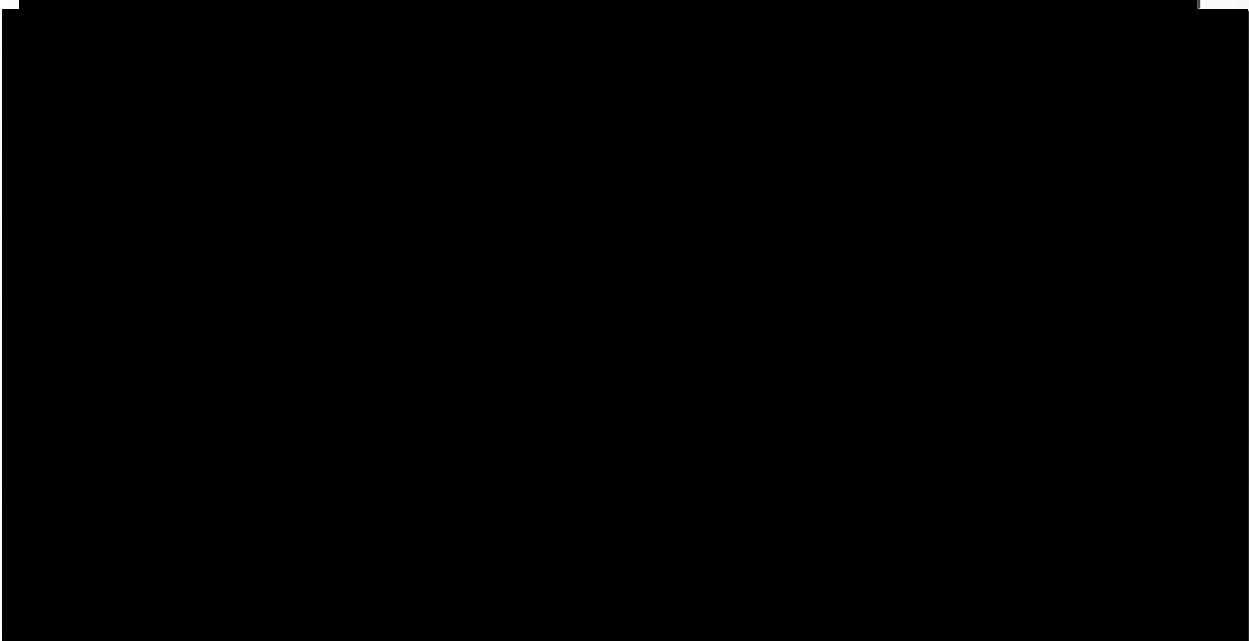
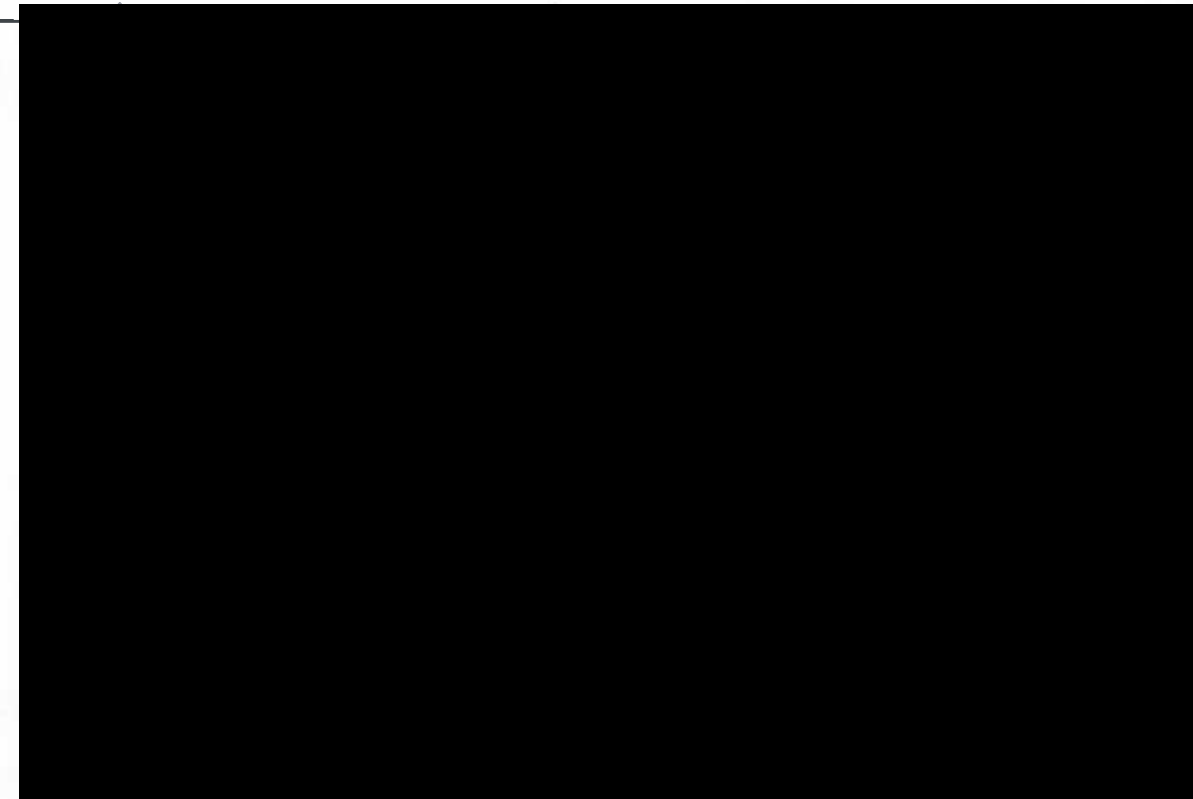


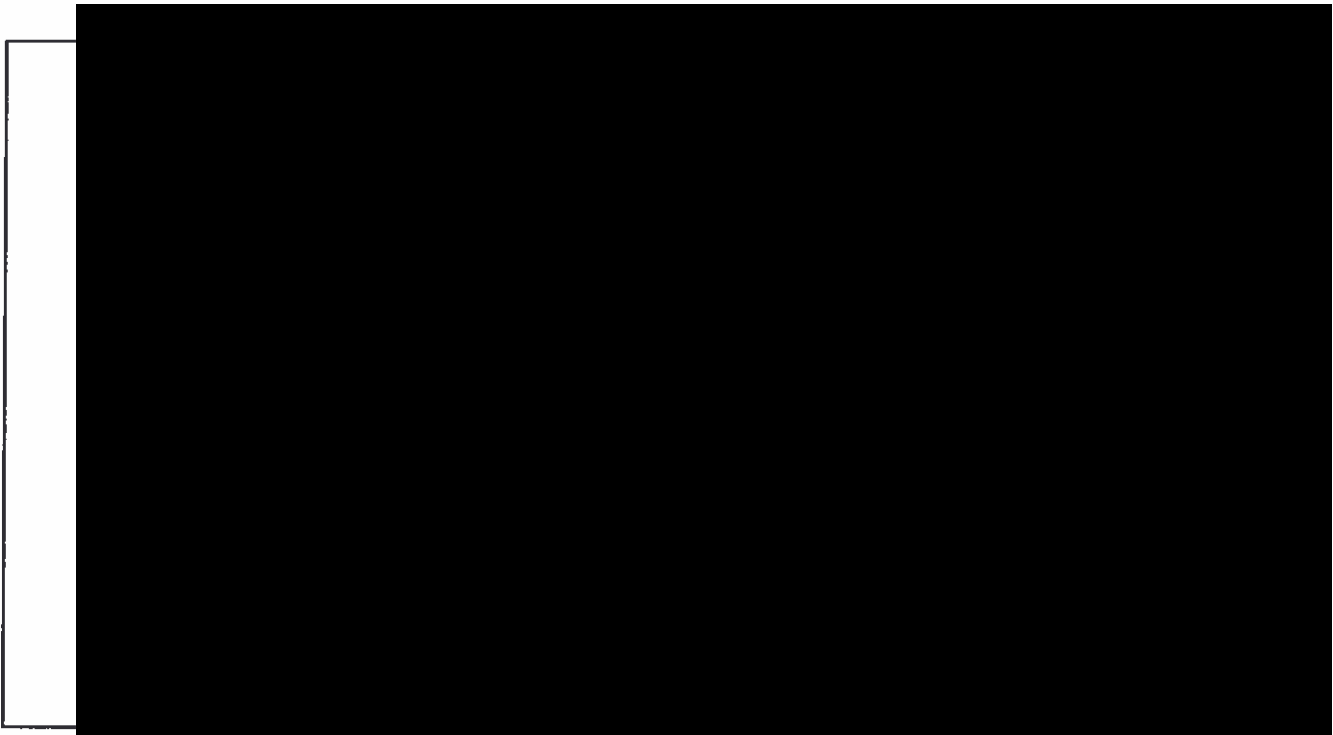


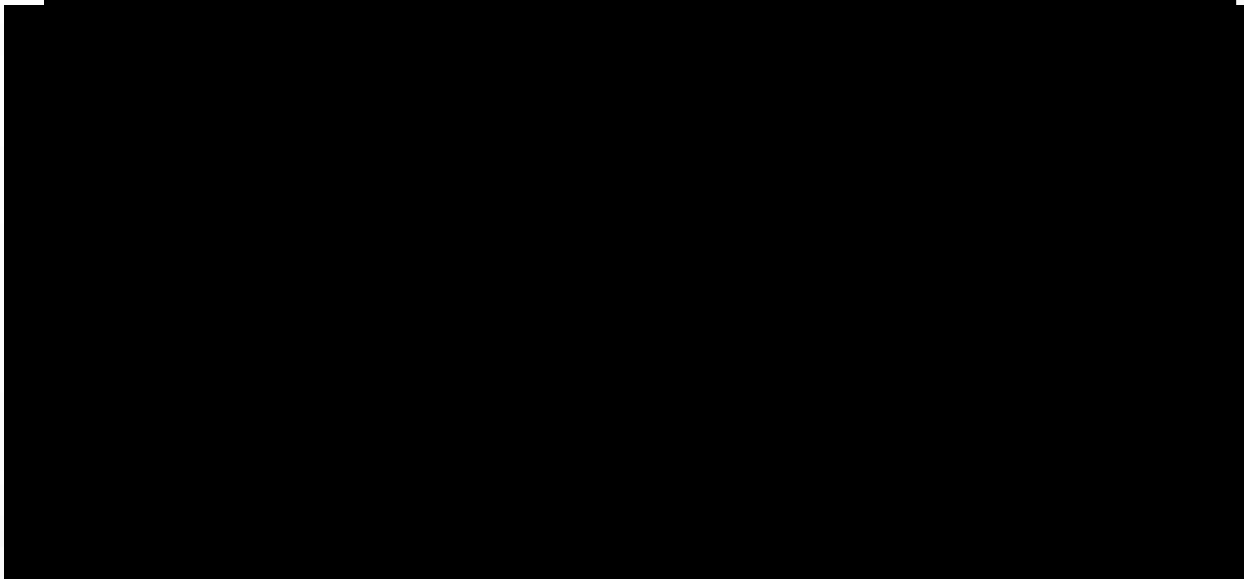
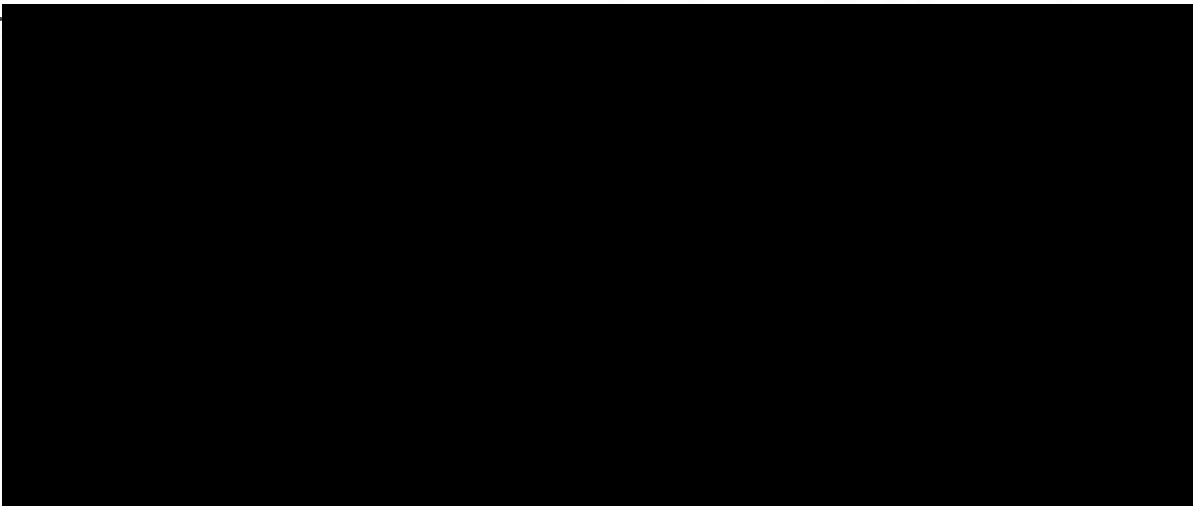
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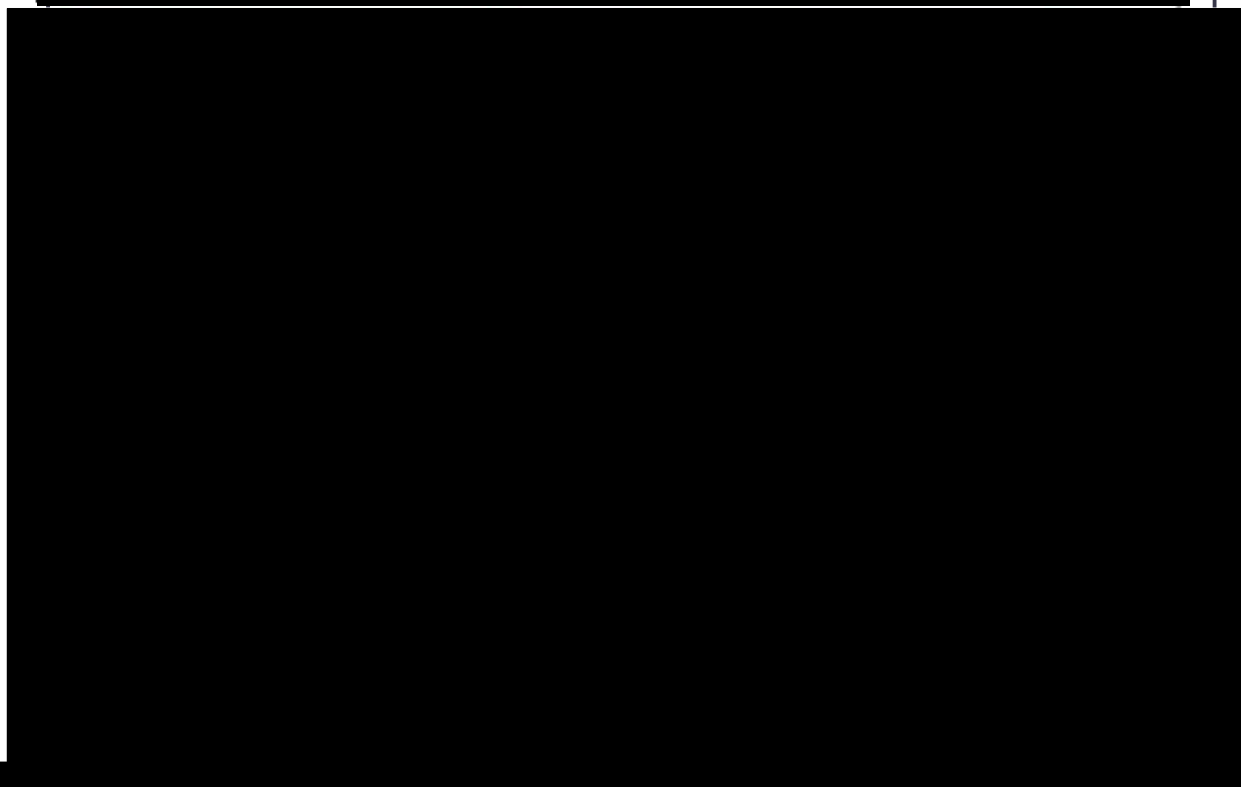
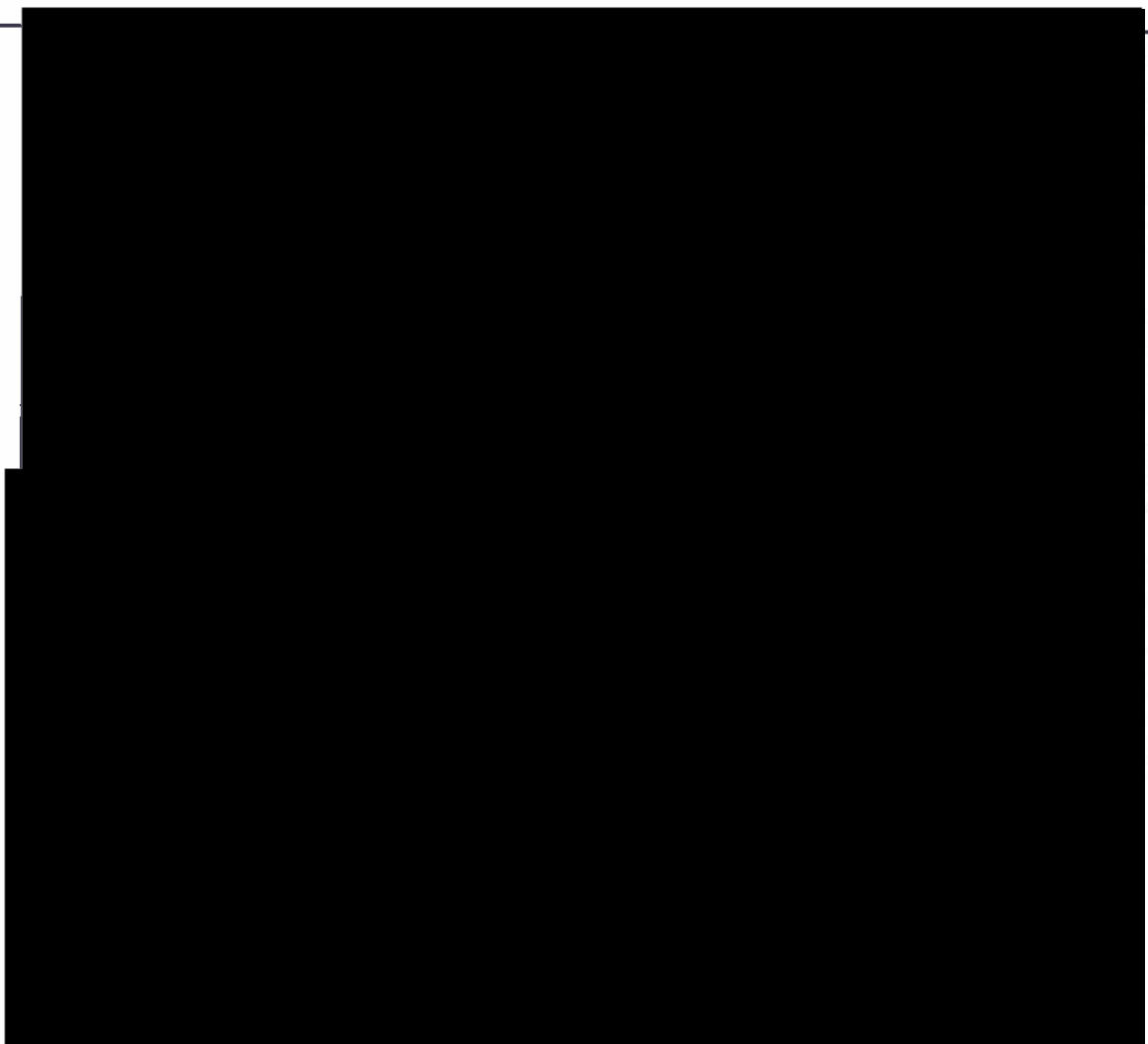










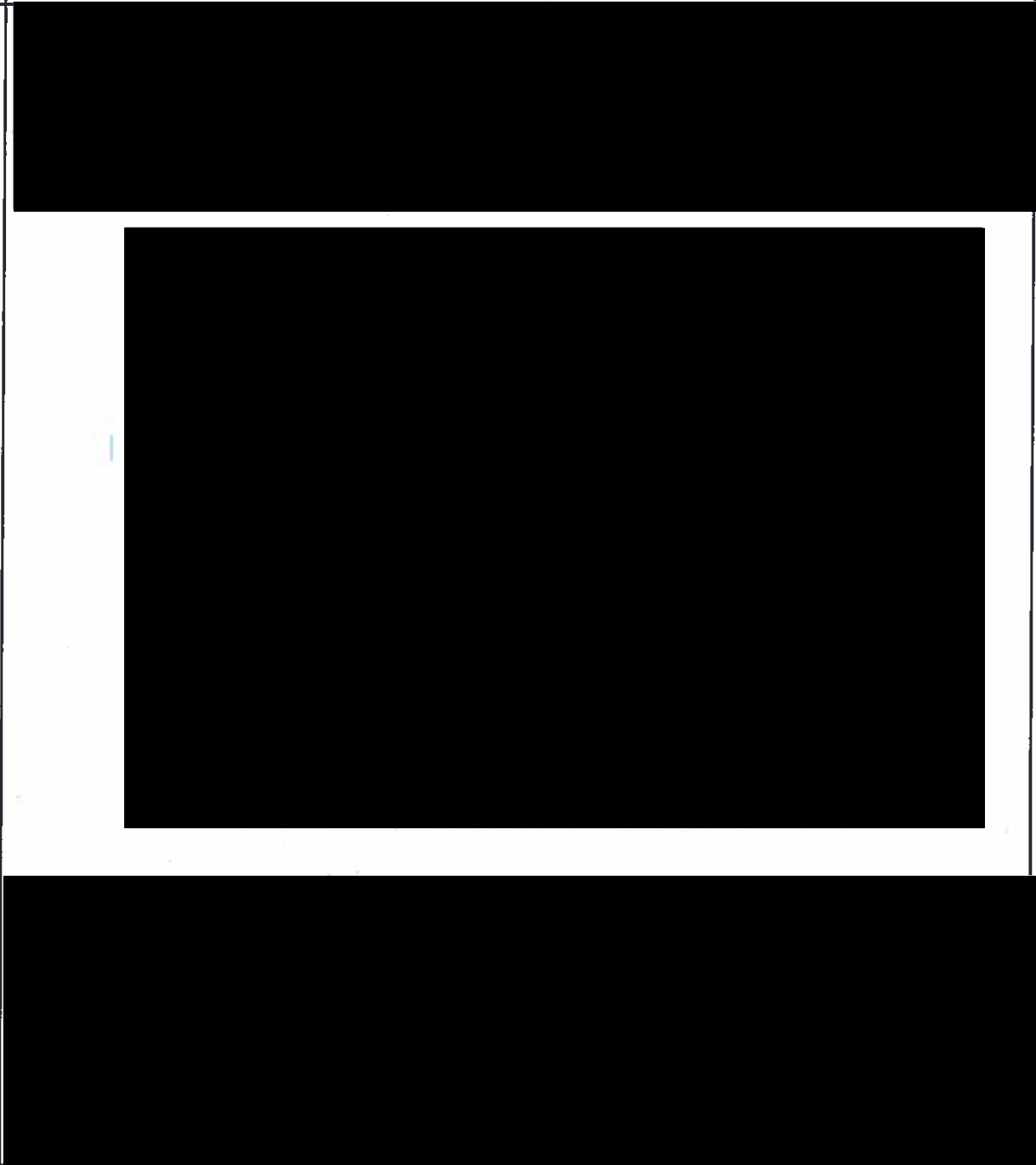


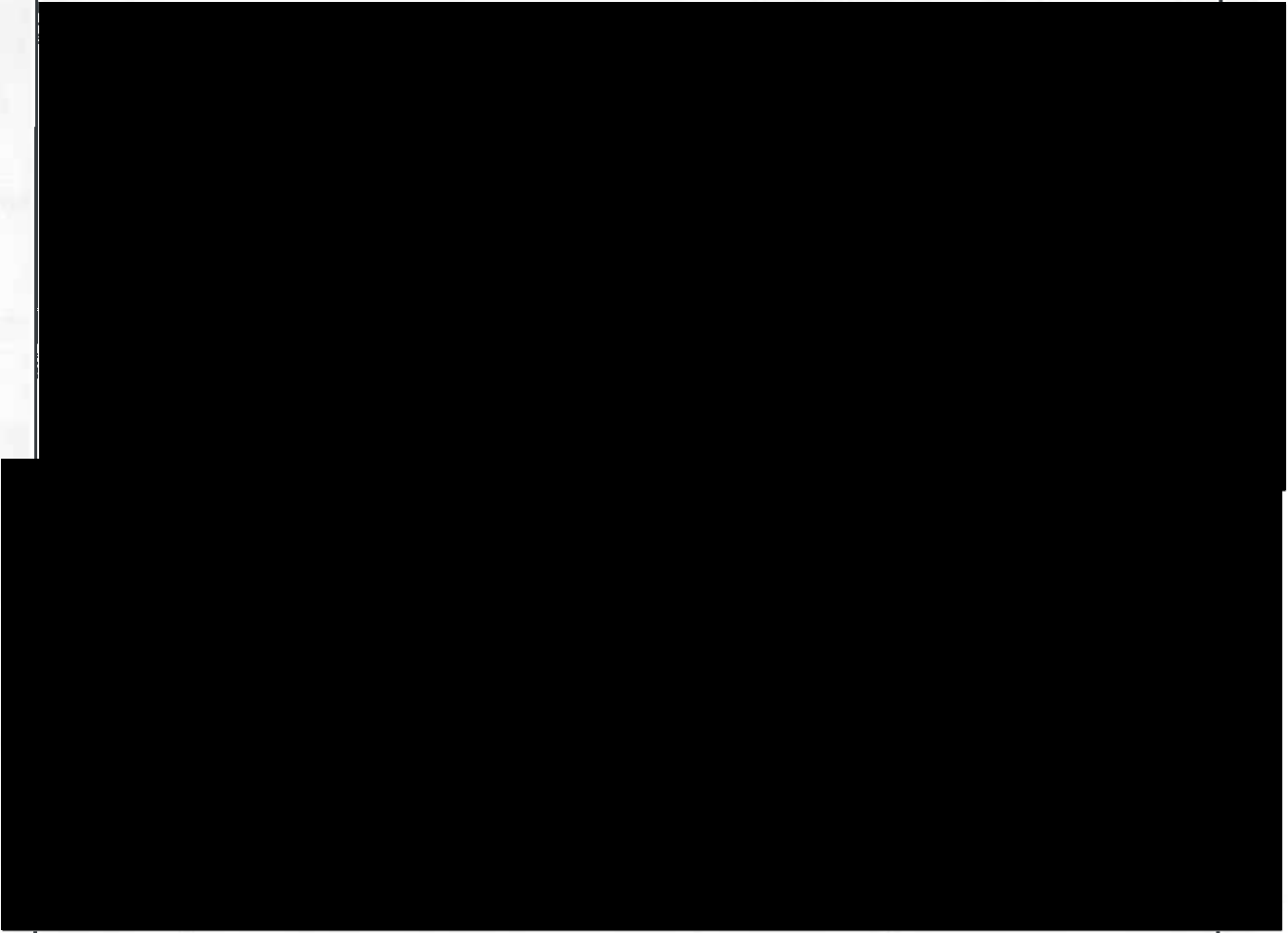
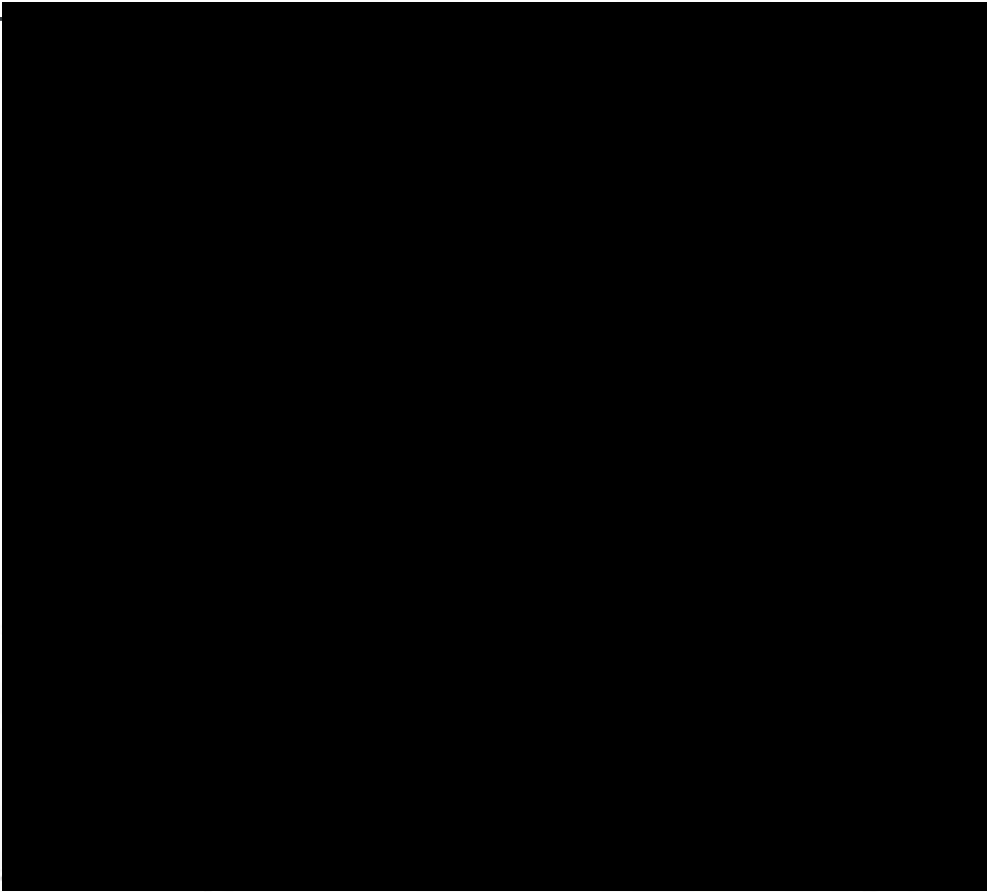


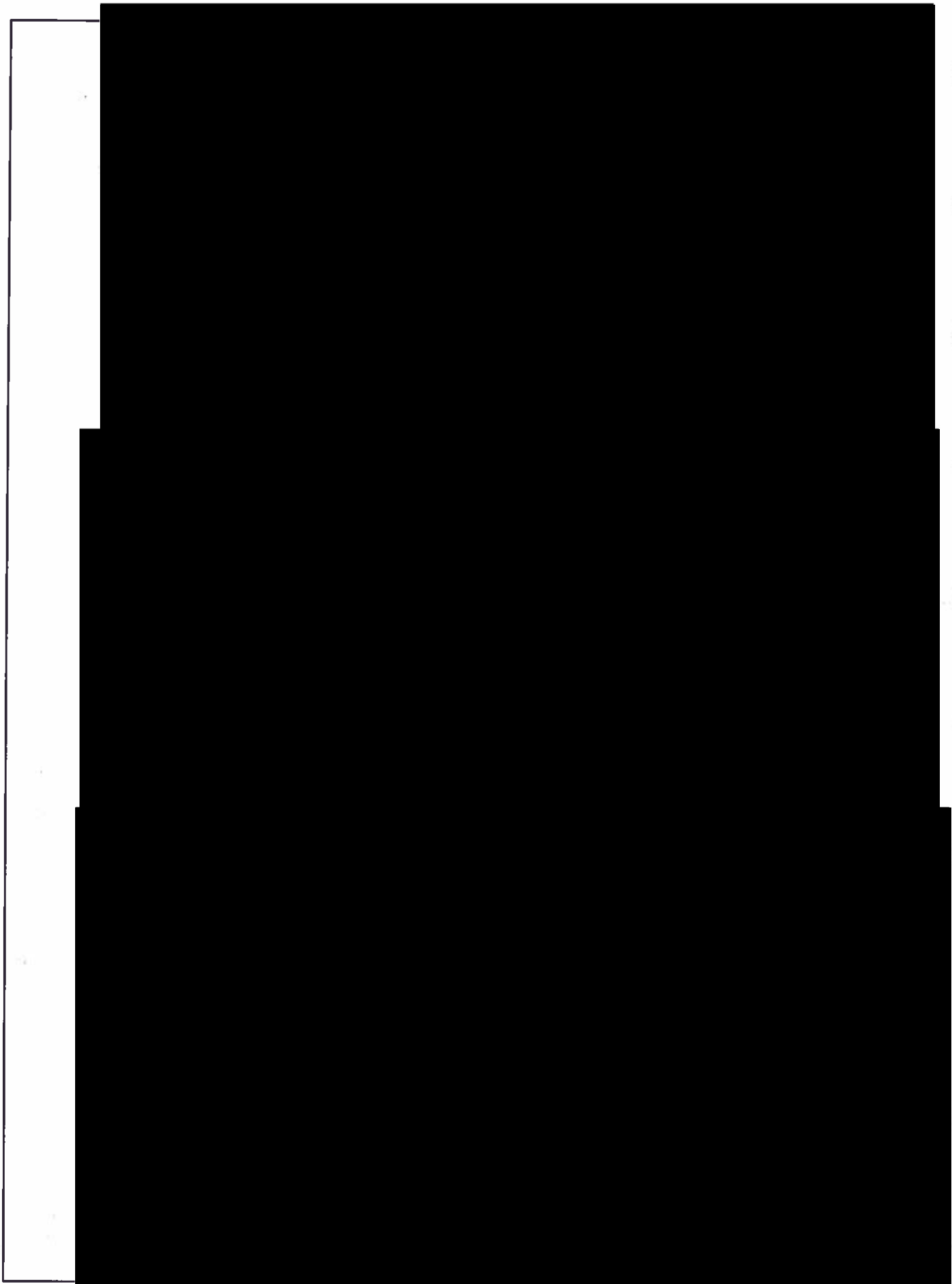
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Any words above the specified limit will be disregarded in the Council's evaluation of your answer.

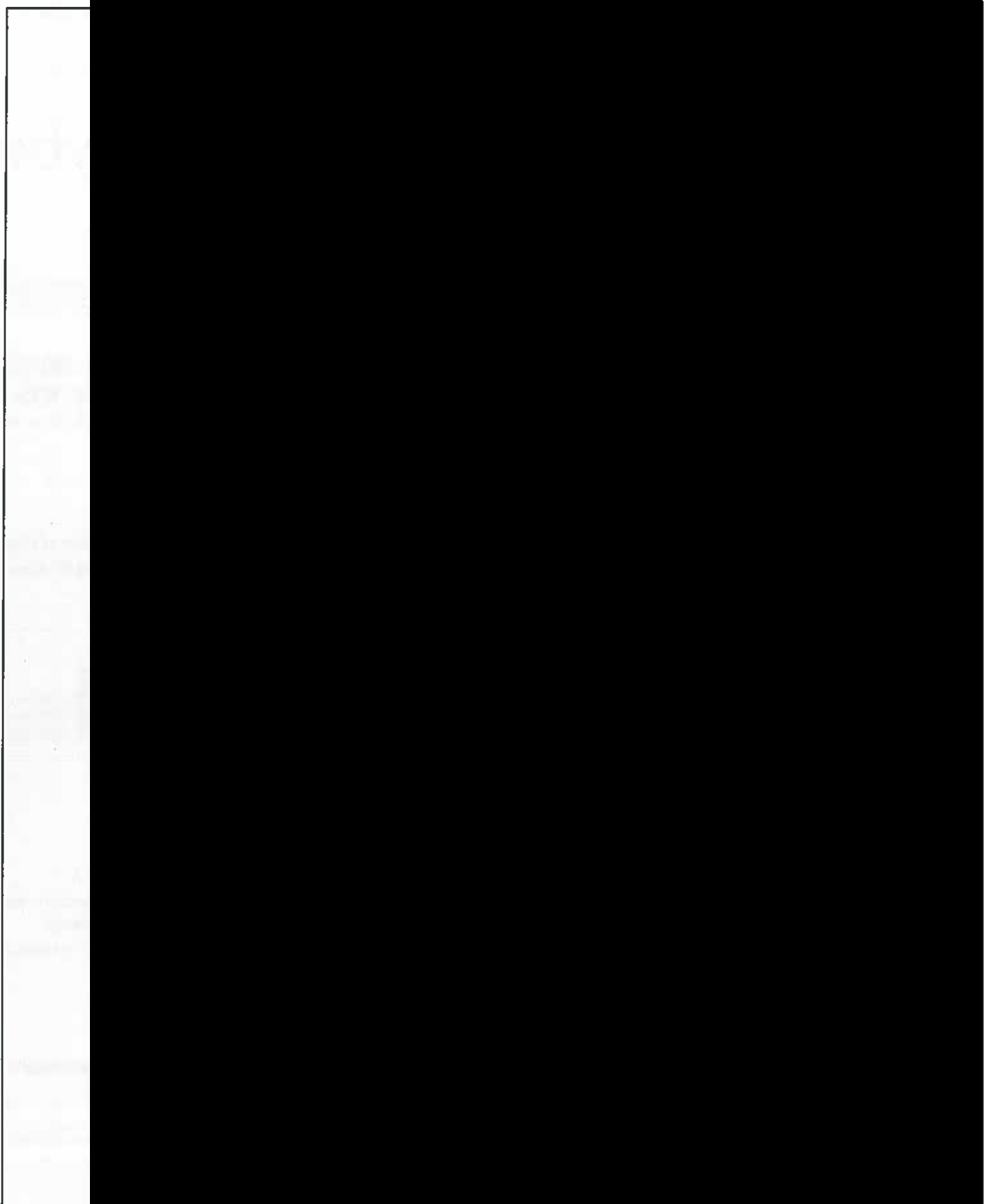
<b>1.5</b>	<b>Training and Resources (Weighting 5%)</b> How will do you recruit, train, mentor and support your staff to deliver this contract?
<b>Answer</b>	 The answer section is completely redacted with black boxes. There are three distinct black rectangular areas covering the entire content of the answer column.





1516-1077 Parking Enforcement





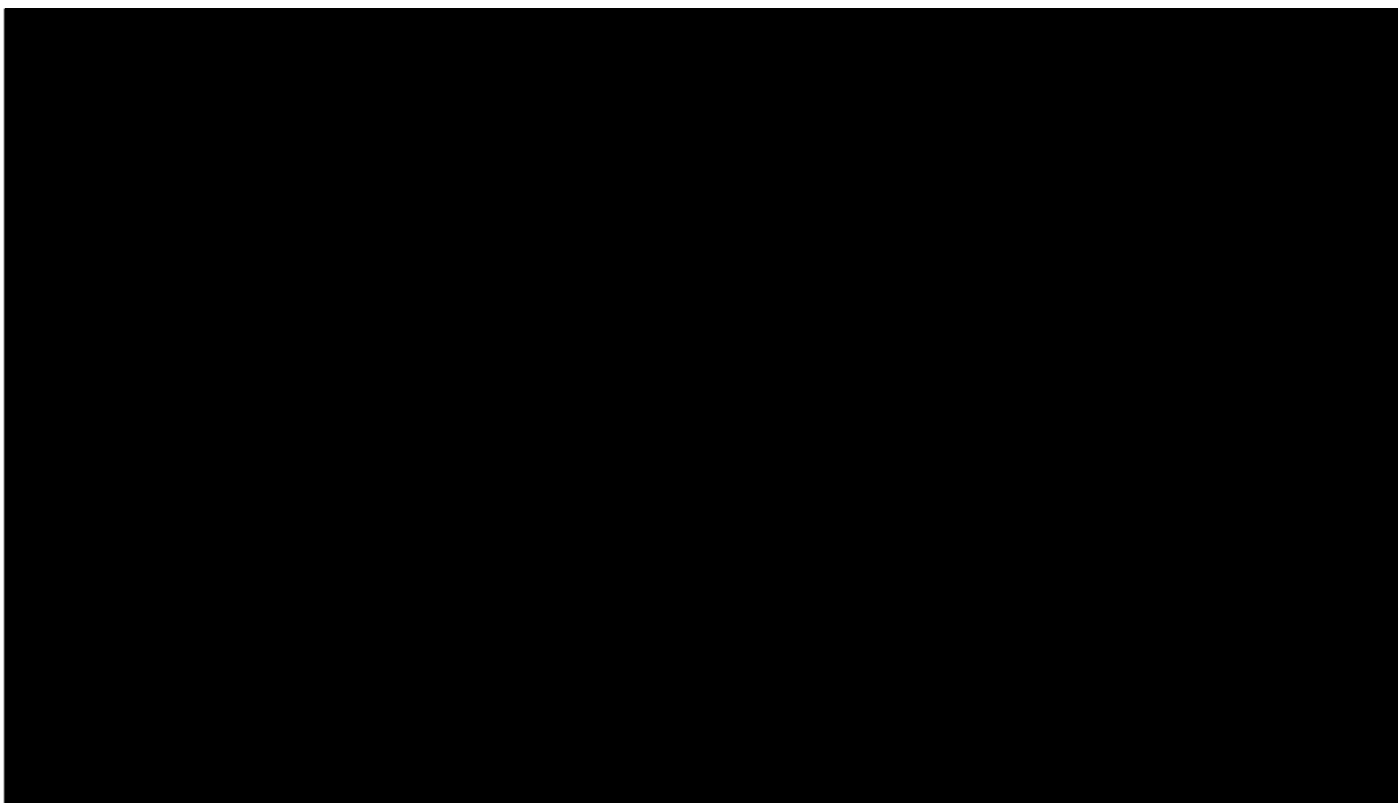
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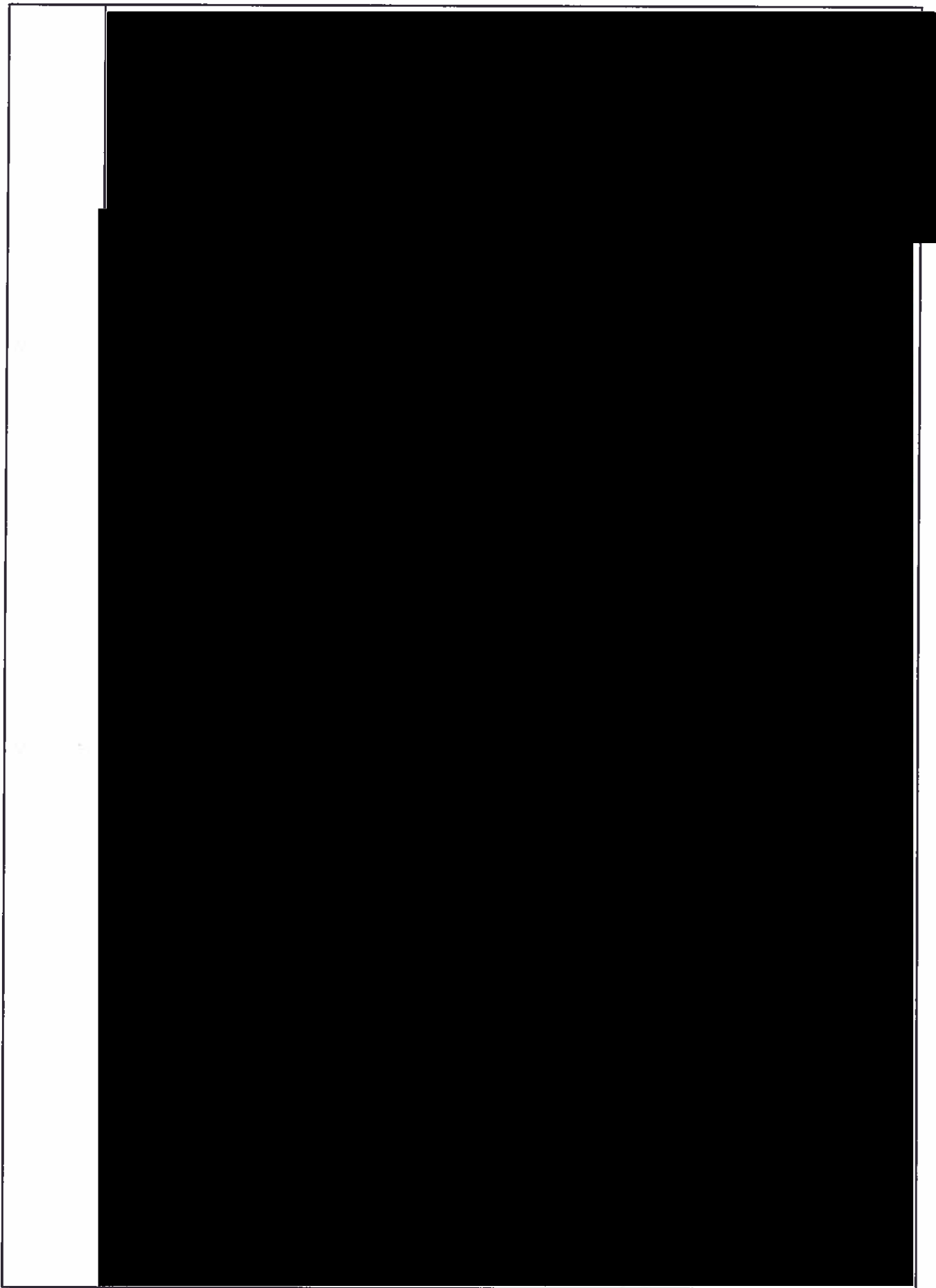
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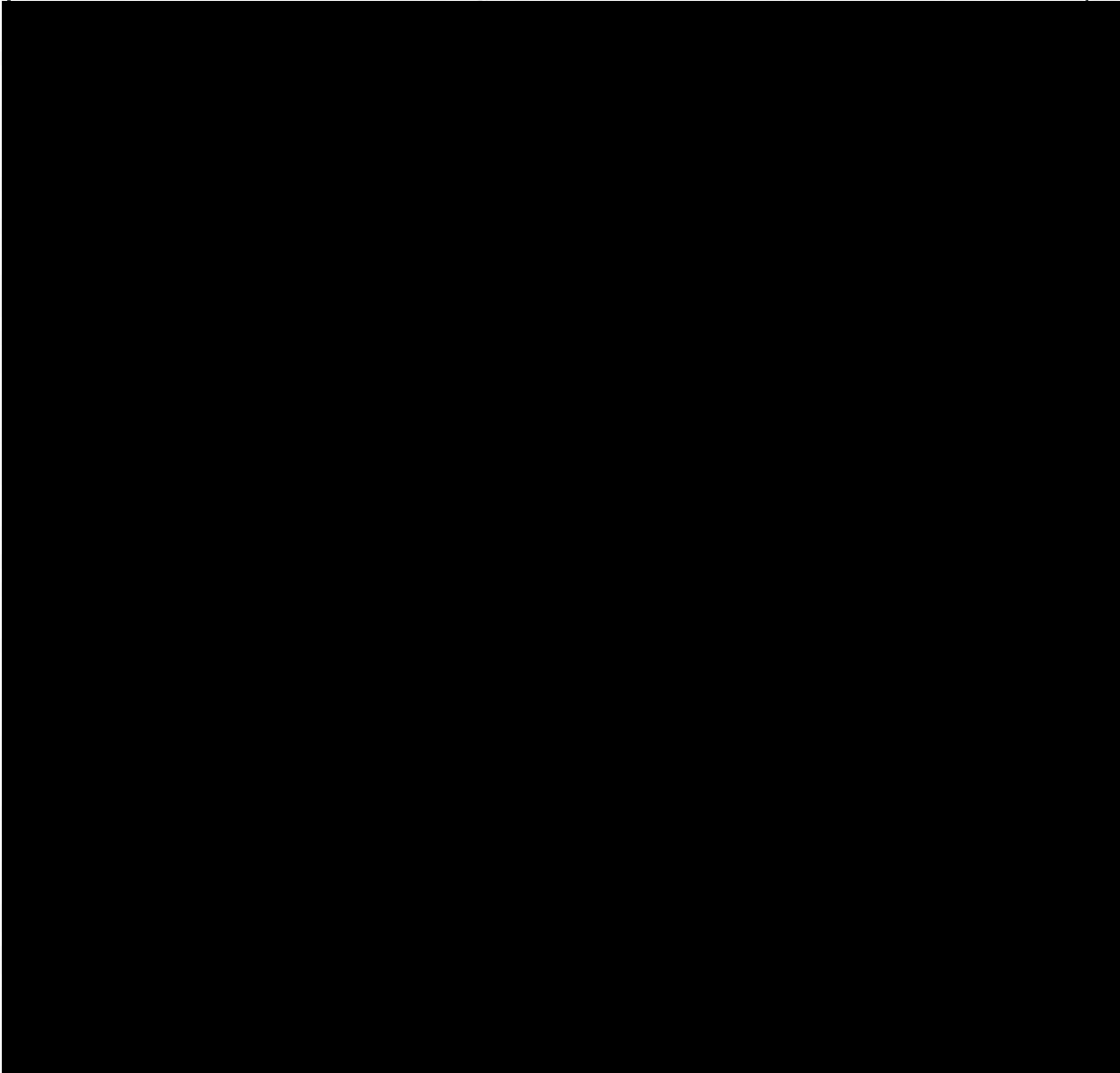
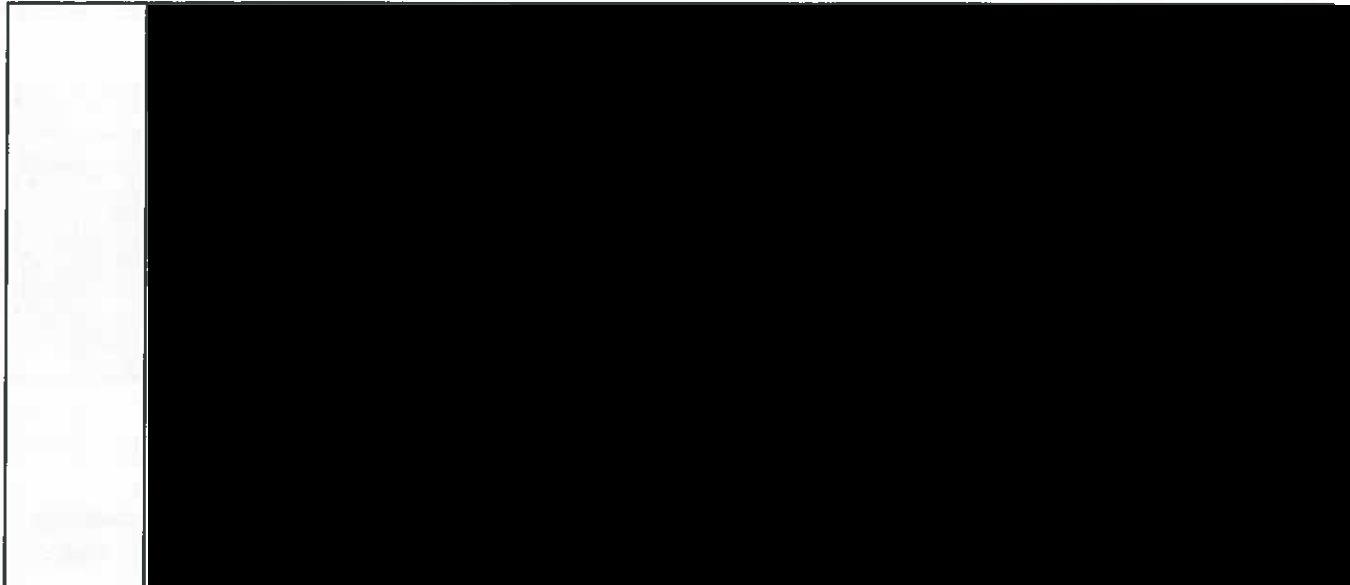


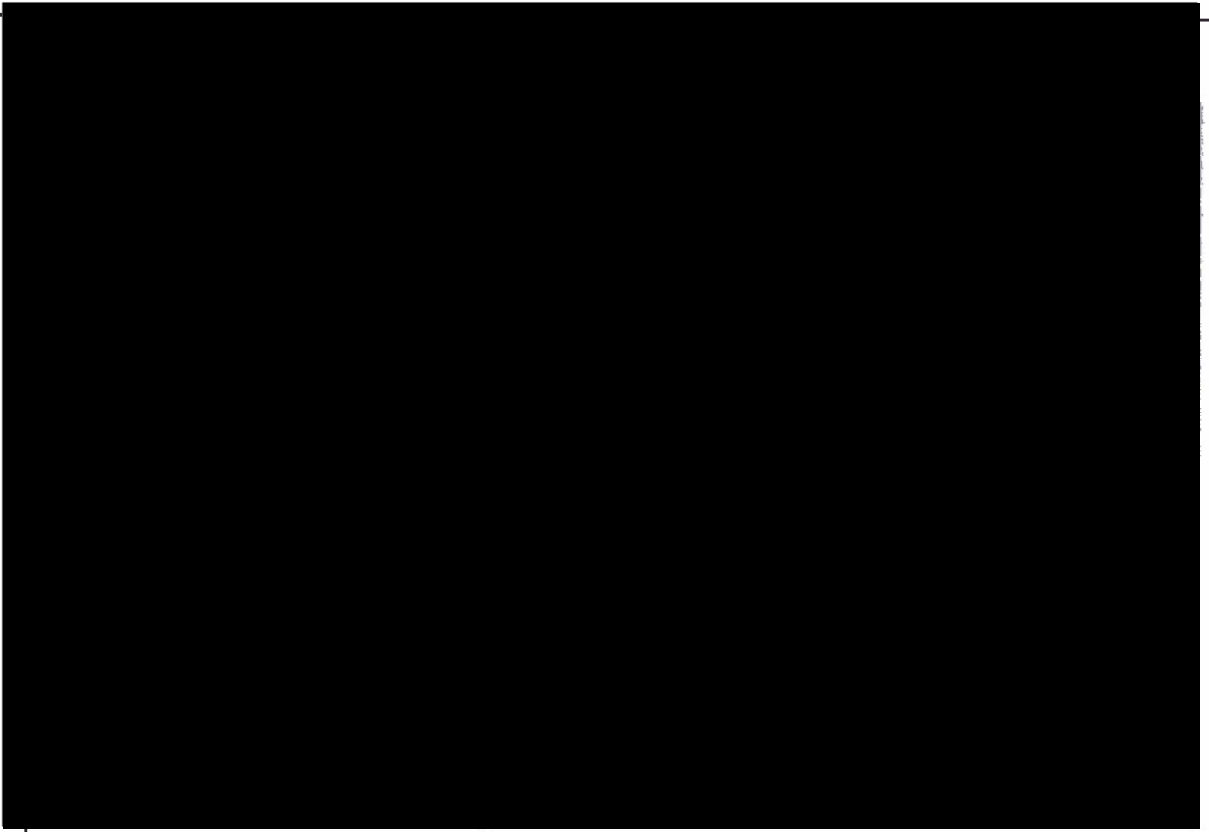
**1516-1077 Parking Enforcement**





**1516-1077 Parking Enforcement**





<b>Word count</b>	1,982 ( <i>excluding tables, diagrams and images</i> )
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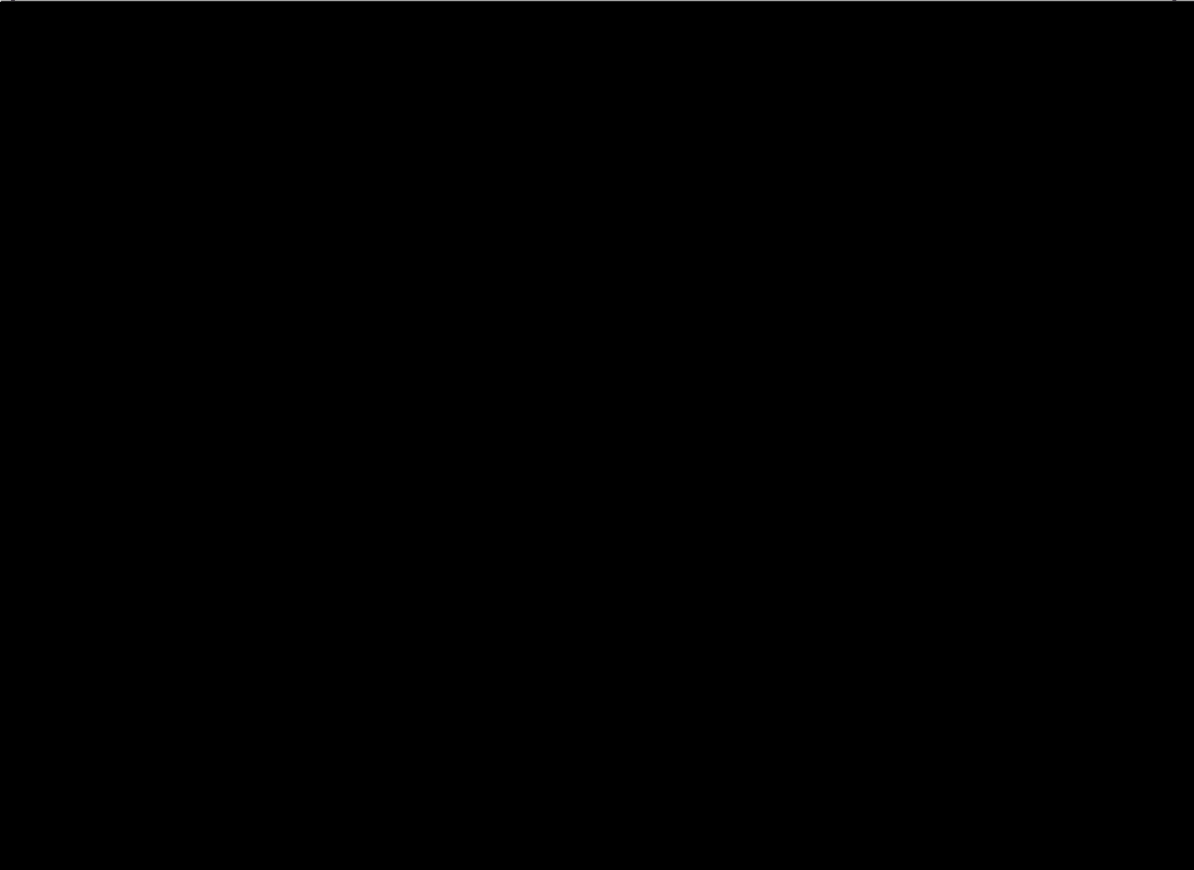
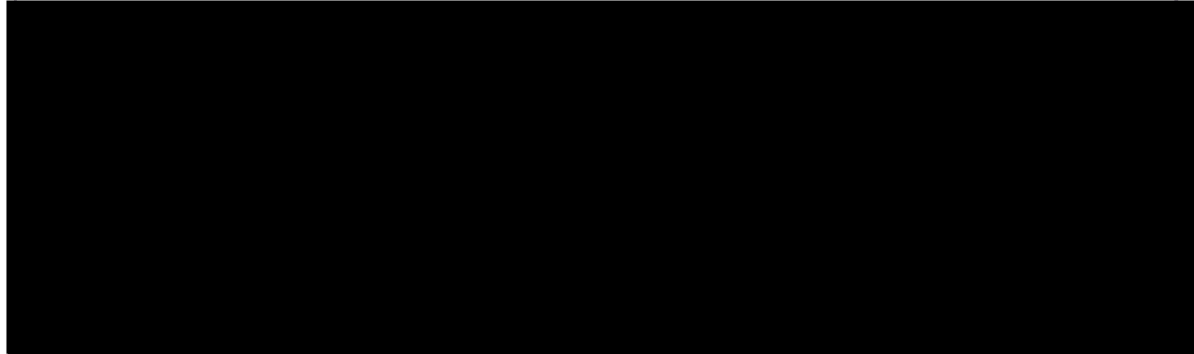
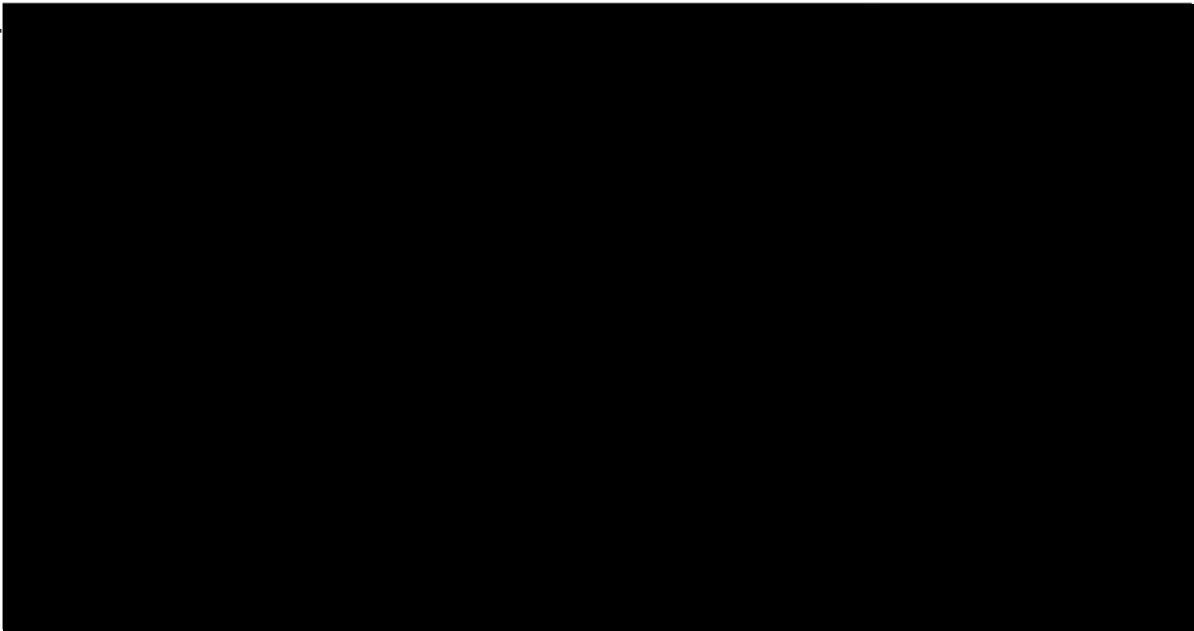
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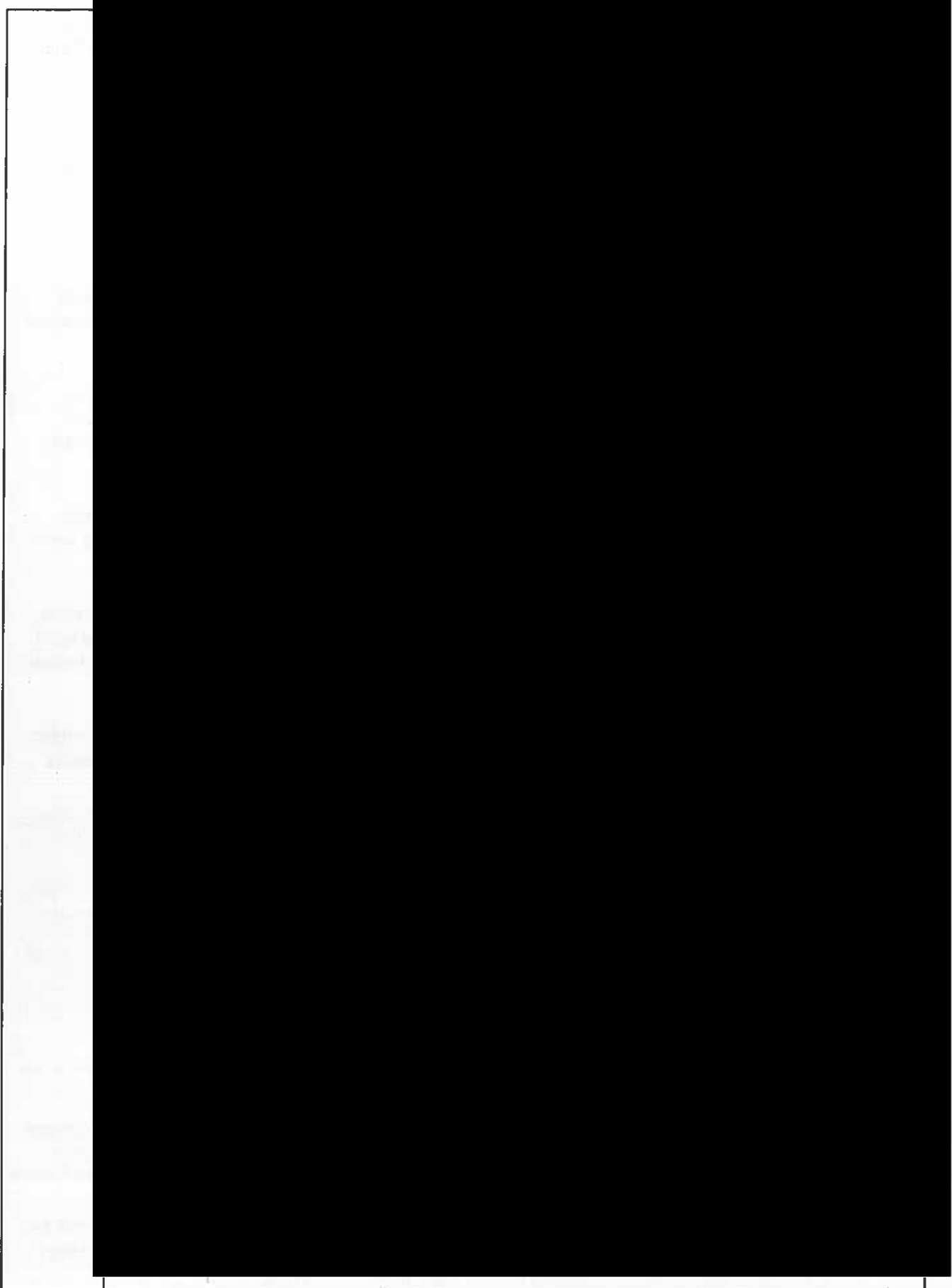
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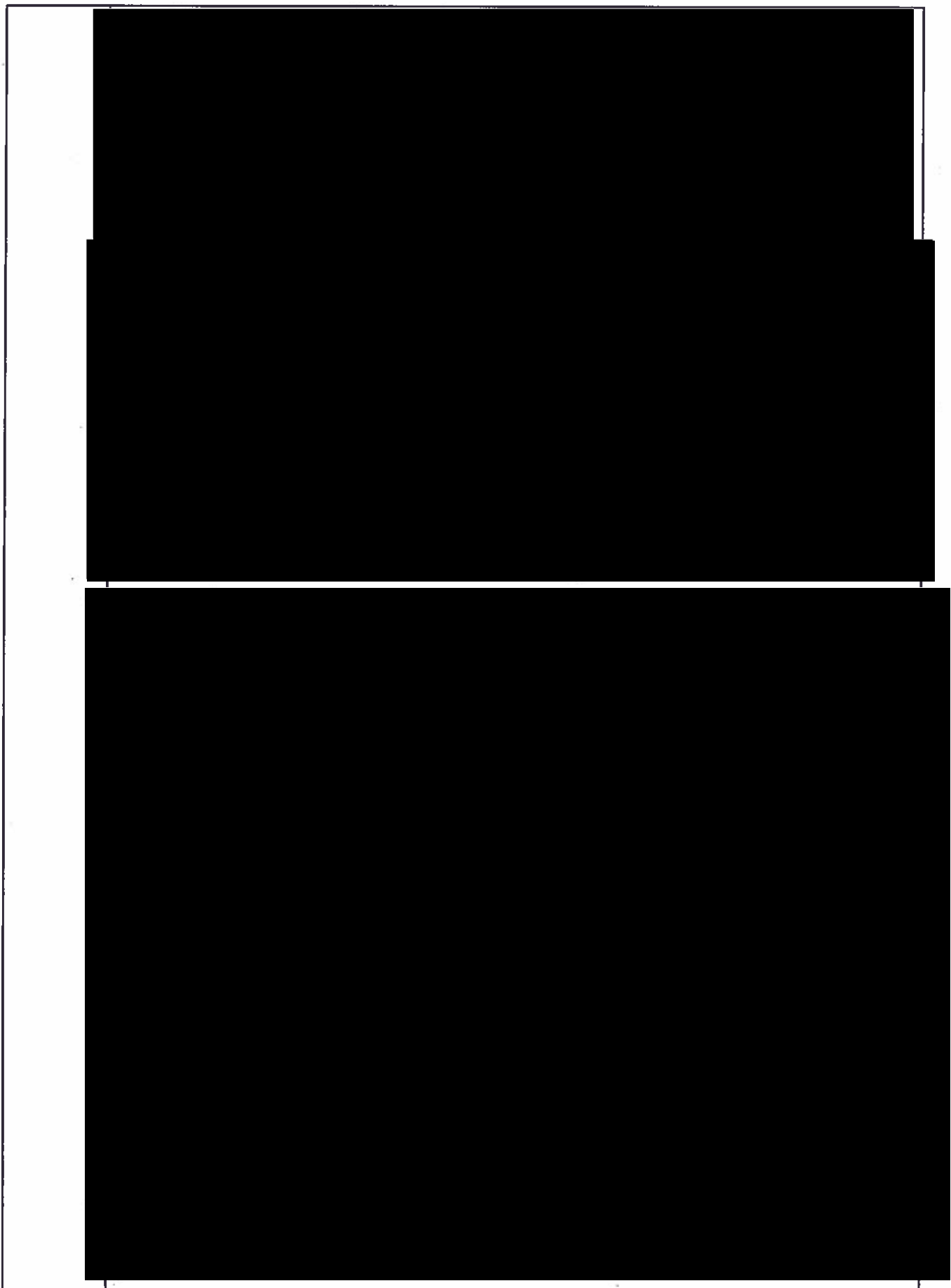


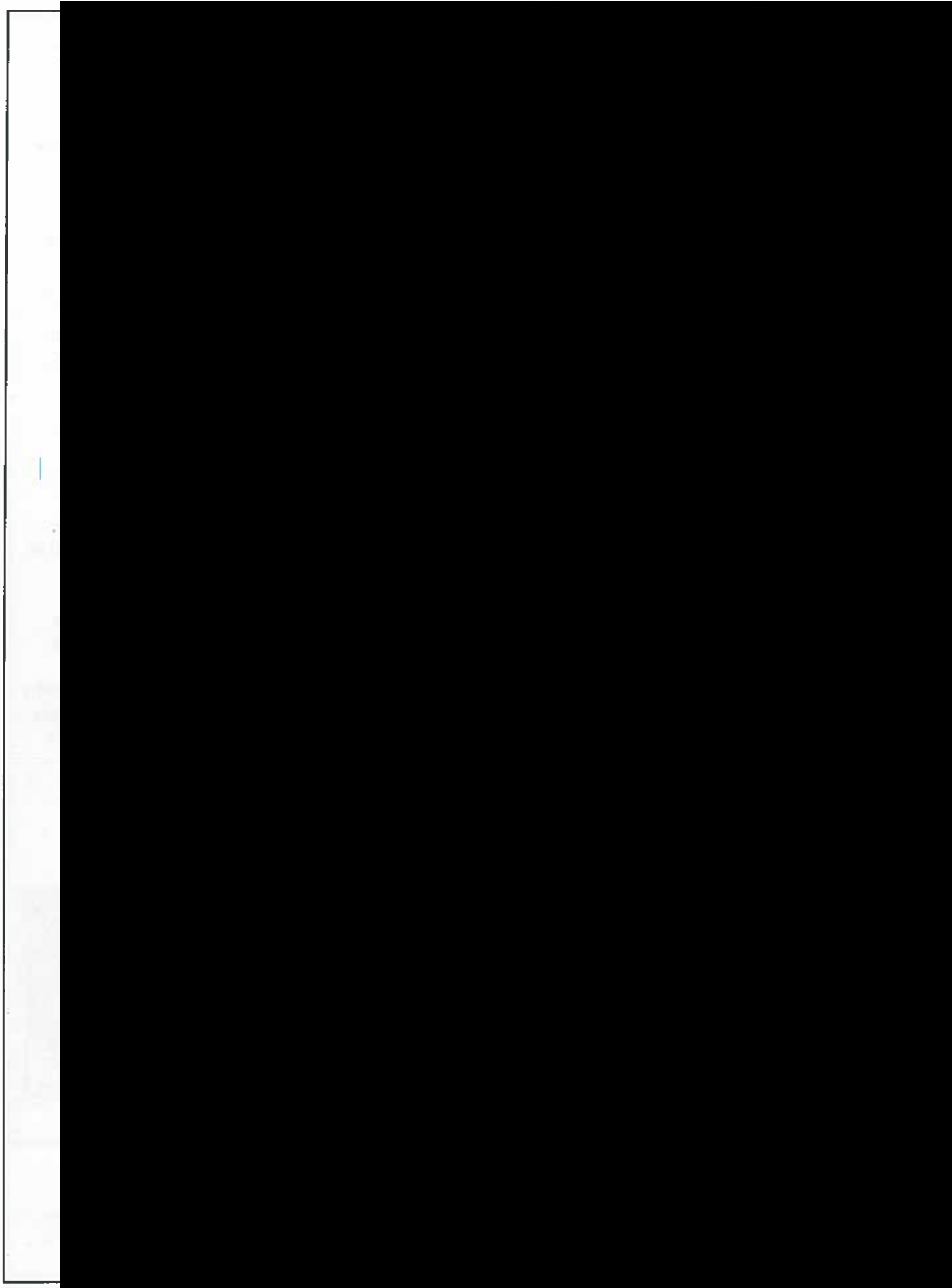
<b>1.6</b>	<b>Stakeholder Engagement (Weighting 5%)</b>  How do you build relationships with stakeholders, such as Councillors, residents, IT providers and peer groups?
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<b>Answer</b>	
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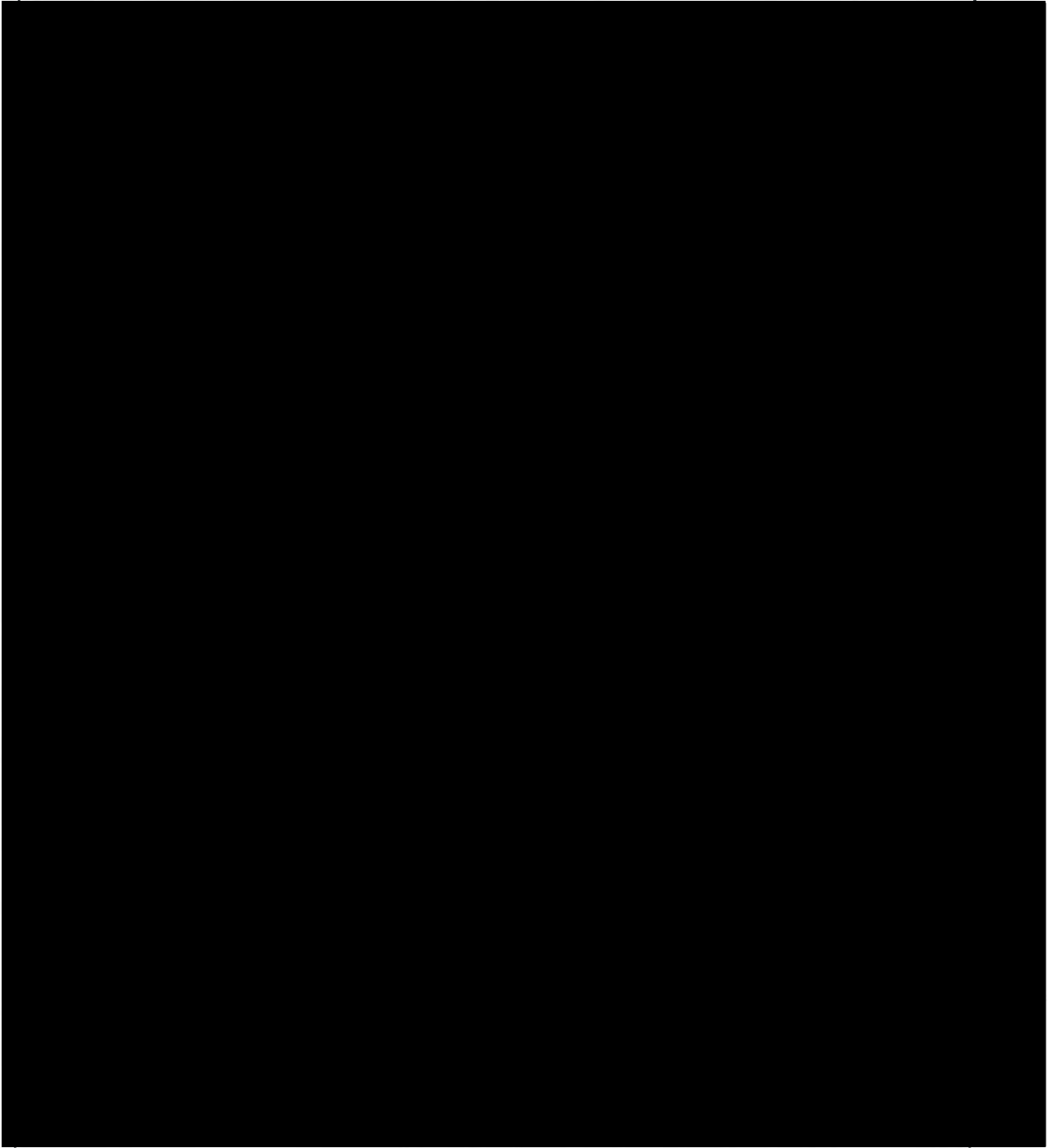


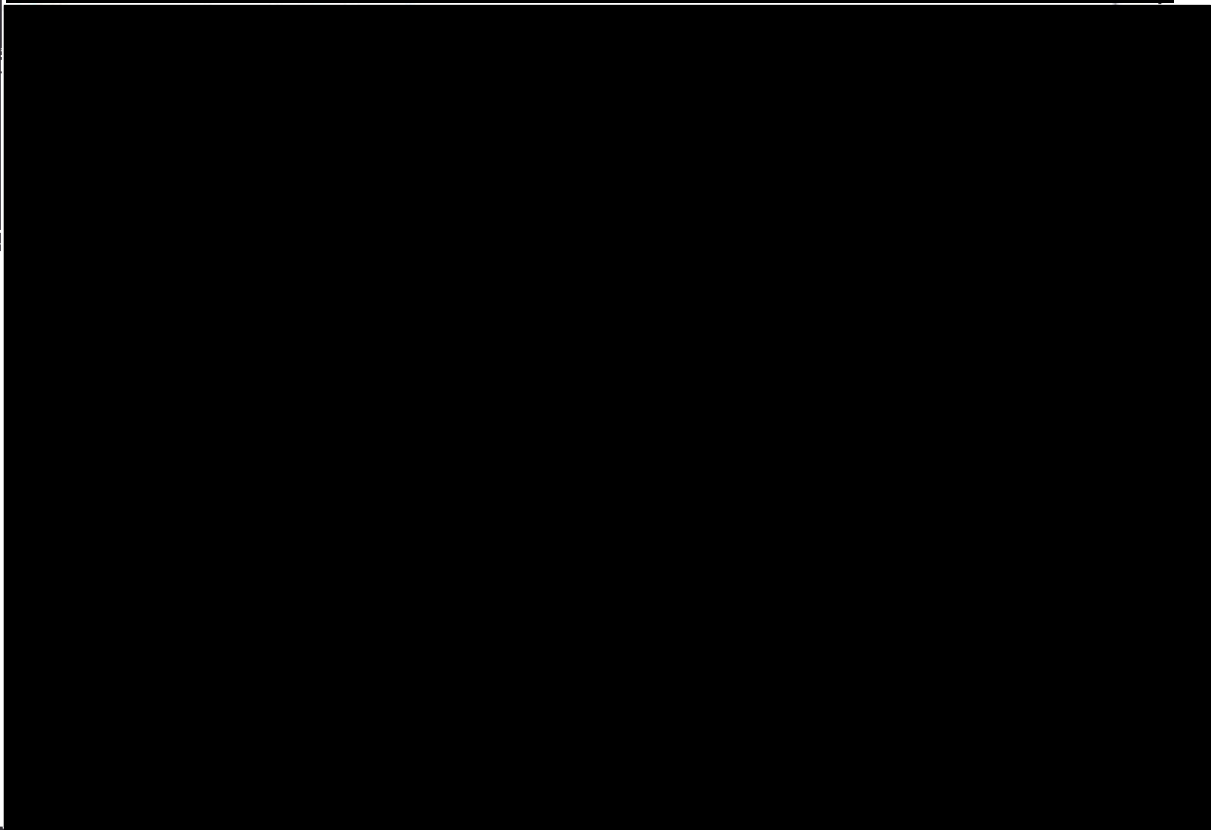
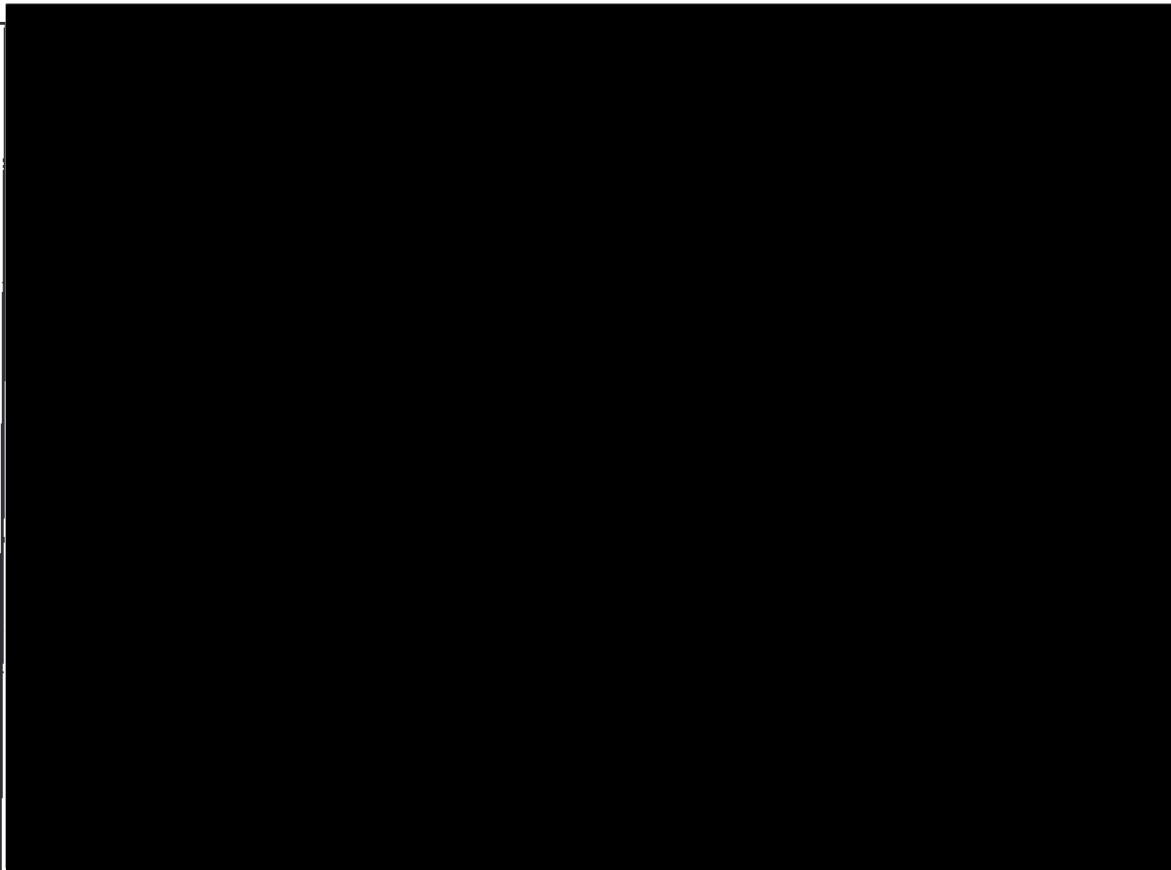






1516-1077 Parking Enforcement -





**Word  
count**

*1,914 (excluding tables, diagrams and images)*

**Do not exceed 2000 words**



Any words above the specified limit will be disregarded in the Council's evaluation of your answer.

## Section 2: Pricing Schedule

The cost element will be assessed by evaluating the submitted pricing schedules for both Islington Core Service [REDACTED] and Generic Core and Non-Core Services for other participating organisations [REDACTED]

Scores will be assigned to the prices by measuring each price against the lowest sustainably priced tender submitted. The lowest priced tender will achieve the maximum score and any prices above the lowest will be allocated a proportionate score.

The scores for both Islington Core Services and Generic Non- Core Services for other participating organisations will be added together to give a final score for the cost element of the award criteria with a maximum possible score of [REDACTED]

See supporting document

ITT 5 Pricing Schedule (which includes)

Sheet 1 Generic Core and Non-Core Services

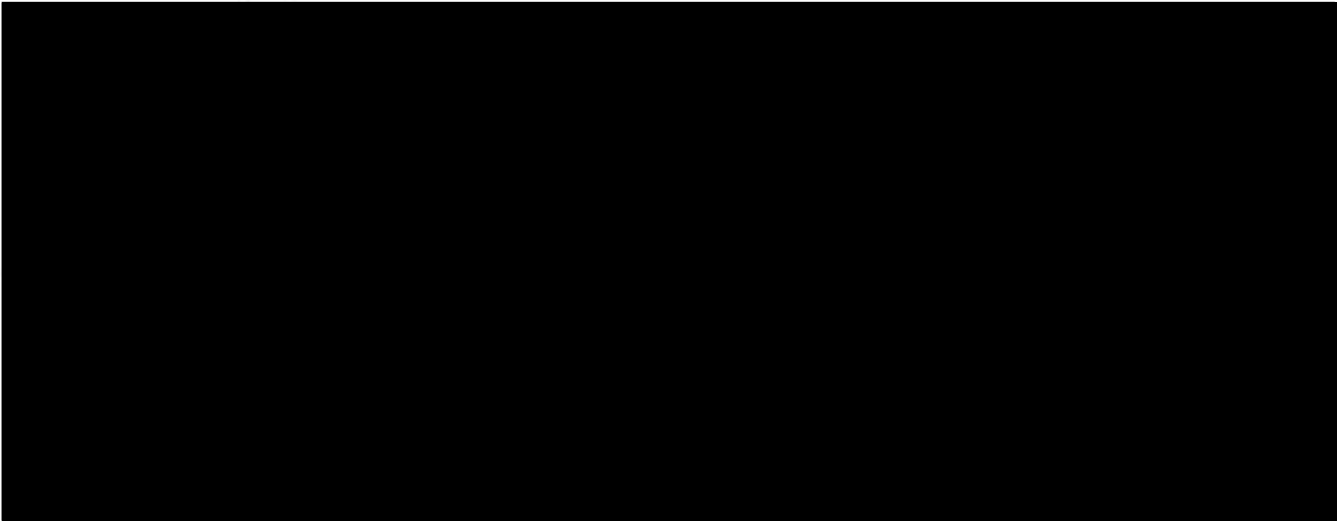
Sheet 2 London Borough of Islington Core Services

Sheet 3 - London Borough of Islington Pricing Summary

**Section 3: Please complete and sign the following appendices**

Appendix 1: [Faint header text]	[Faint header text]
[Faint text]	[Faint text]
[Faint text]	[Faint text]
[Faint text]	[Faint text]

**Appendix 1 - Form of Tender**



## **Appendix 2 - Certificate of non-collusion and non-canvassing**

To be signed by someone authorised to act for your organisation.

Please sign the certificate below and also provide a certificate in the same format from each of your partners/consortium members/sub-contractors

1516-1077 – Parking Enforcement (the "Contract")

### **(i) Statement of non-canvassing**

We hereby certify that we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising us, has done any such act.

We further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **(ii) Statement of non-collusion**

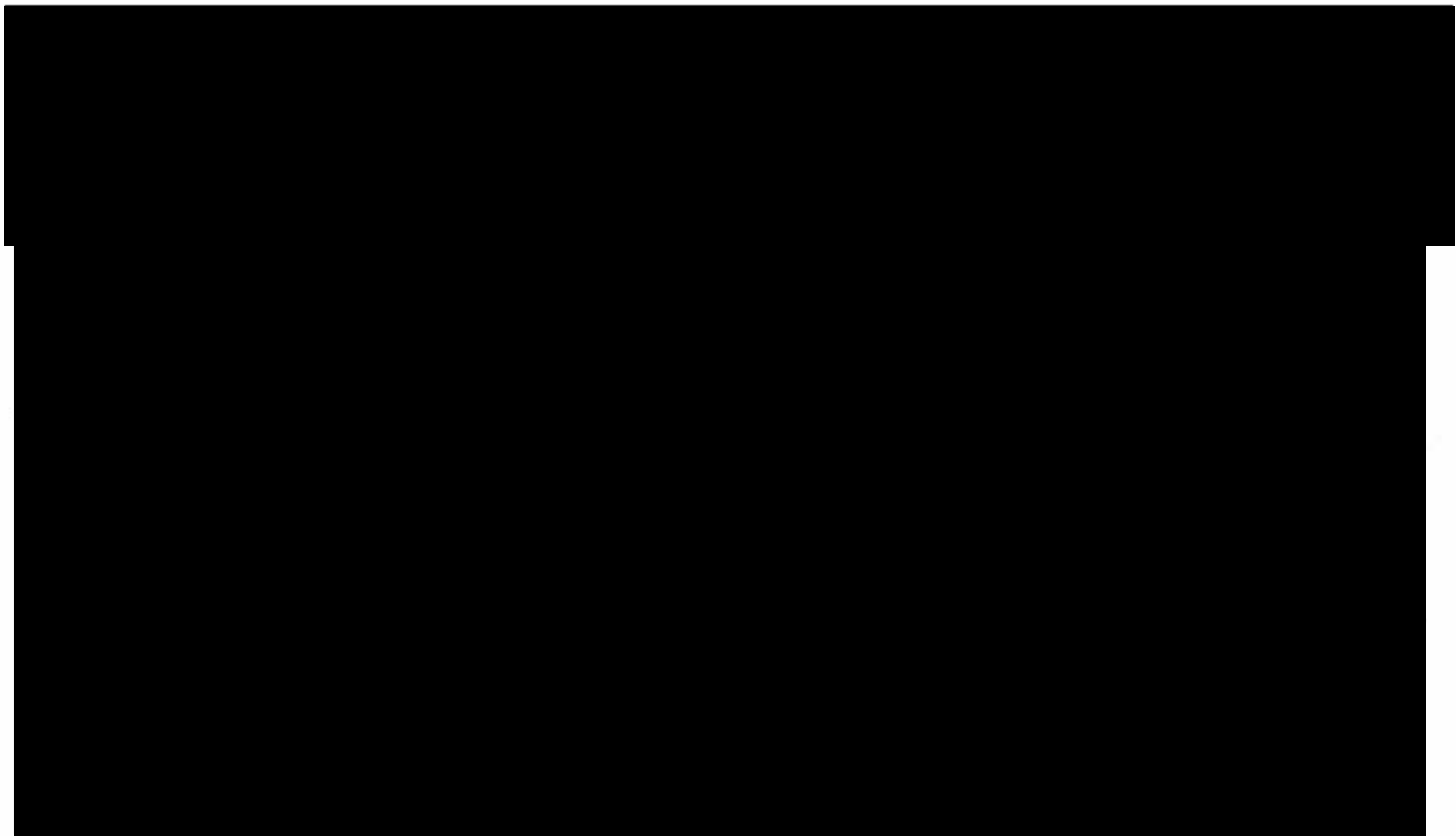
The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, we certify that this is a bona fide offer, intended to be competitive and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

We also certify that I/we have not done, and undertake that we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Council, the amount or approximate amount of our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

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



**1516-1077 Parking Enforcement**

**Appendix 2a - Non-Collusive tendering certificate (where a partnership has been formed)**

To be signed by someone authorised to act for your organisation.

We certify that this is a bona fide tender. It is submitted on our behalf and on behalf of our partners who are <insert name(s) of organisation(s)>. We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

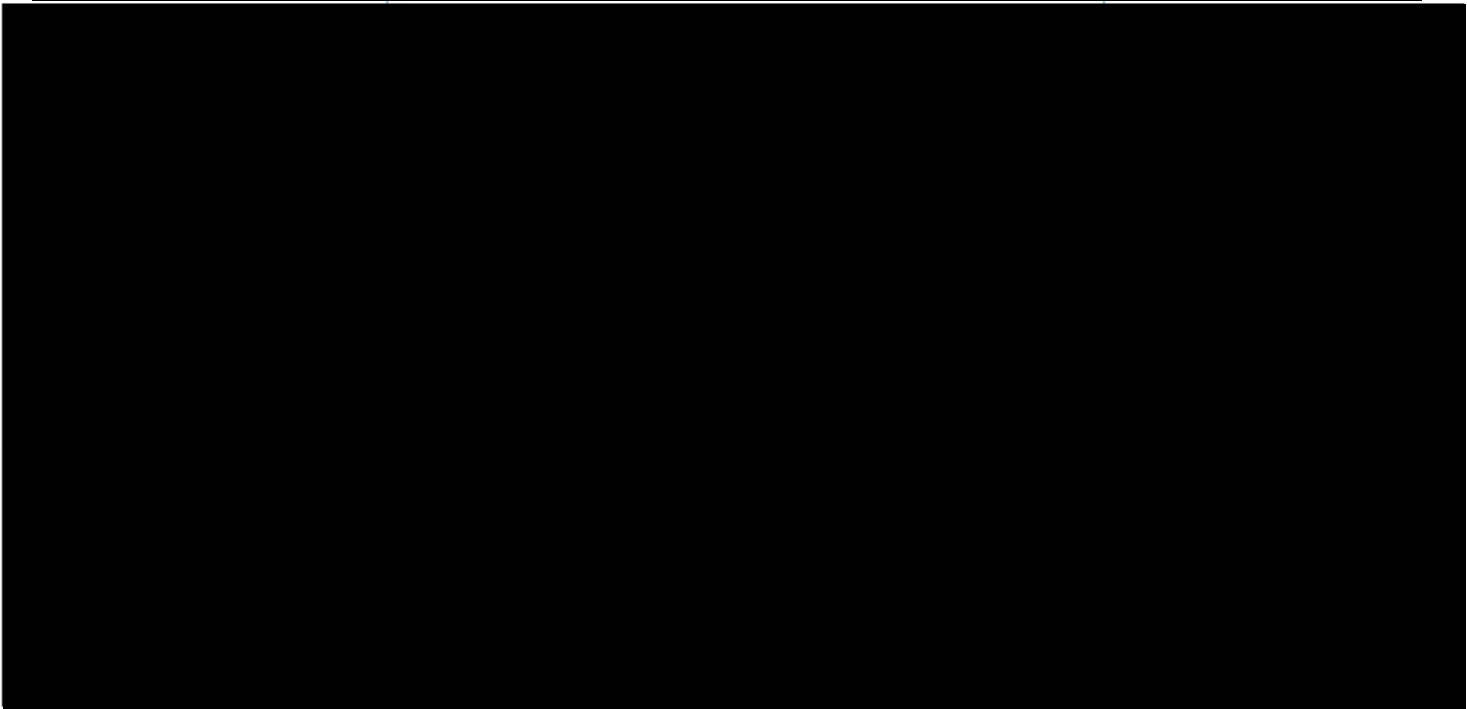
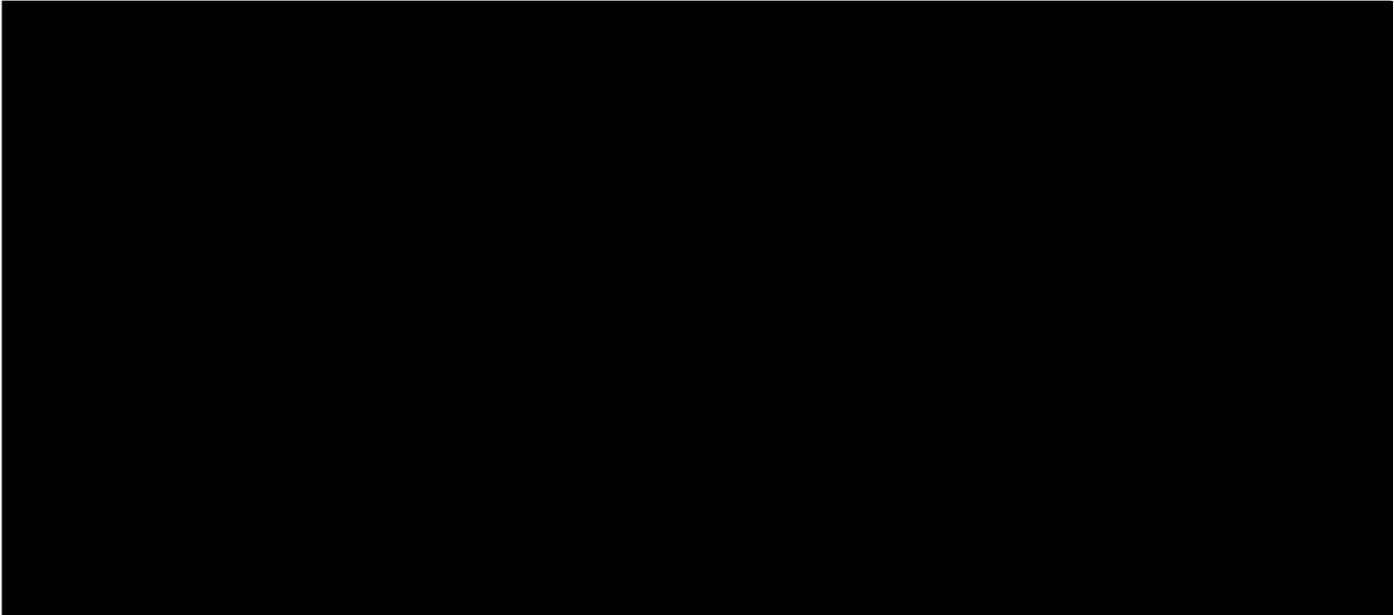
Entering into agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

Offering or paying or giving or agreeing to any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation of any tender or proposed tender for that said work or thing of any sort described above.

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

<b>Signature</b>	
<b>Name</b>	
<b>Job title</b>	
<b>For and on behalf of lead organisation</b>	
<b>Date</b>	
<b>Signature</b>	
<b>Name</b>	
<b>For and on behalf of partner organisation</b>	
<b>Date</b>	

## Appendix 3 - Business continuity assessment





## Appendix 4 – Confidentiality agreement

To be signed by someone authorised to act for your organisation.

### 1. Interpretation:

In this agreement, the following terms shall have the meaning ascribed to them below, unless the context otherwise requires:

**'Confidential Information'** Means all information which may come in to the possession of the recipient as a result of or in connection with the bidding for or negotiation of the Contract, whether oral or in writing, together with all such other information which relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and providers of the Council or information which may reasonably be regarded as the confidential information of the Council, whether or not such information is reduced to tangible form or marked in writing as 'confidential'.

**'The Council'** means the London Borough of Islington

**'The Parties'** means 'the Council' and 'the Recipient'

**'Recipient'** means [ NSL Ltd.]

### 2. Confidentiality

#### 2.1 The parties hereby undertake:

That the Recipient shall treat as confidential and not disclose or use other than in the bidding for and negotiation of a Contract (and ensure that all the Recipients employees, agents and sub-contractors do not disclose or use other than in the bidding for and negotiation of the Contract) any and all Confidential Information. However this undertaking will not apply to any information which:

- (i) Is in or enters the public domain other than by breach of this Agreement; or
- (ii) Is obtained from a third party who is lawfully authorised to disclose such information; or
- (iii) Is in the Recipients possession without restriction in relation to disclosure before the date of its receipt from the Council; or
- (iv) Is authorised for release by the Council's prior written consent; or
- (v) Is independently developed without access to the Confidential Information and other than in connection with the process of bidding for and negotiating a Contract;

That any written documents or other tangible materials supplied to or acquired by the Recipient which embodies the Confidential Information in whole or in part will remain the property of the Council and the Recipient will not obtain any right, title or interest therein. The recipient will promptly upon the Council's request destroy or return to the Council all such materials, including any copies thereof, except as needed in order to meet legal or regulatory requirements; and

To comply with the requirements of the Data Protection Act 1998 and, in particular, not to disclose any personal data other than at the express direction of the Council.

Without prejudice to any rights and remedies the Parties to this agreement may have, the Parties acknowledge that since confidential information is valuable and that damages may not be an adequate remedy for a breach of clause 2.1, a Party shall be entitled without proof of

special damages to the remedies of injunction or other equitable relief for any breach or threatened or continuing breach of this agreement by the other Party.



## Appendix 5 - Schedule of confidential/commercially sensitive information

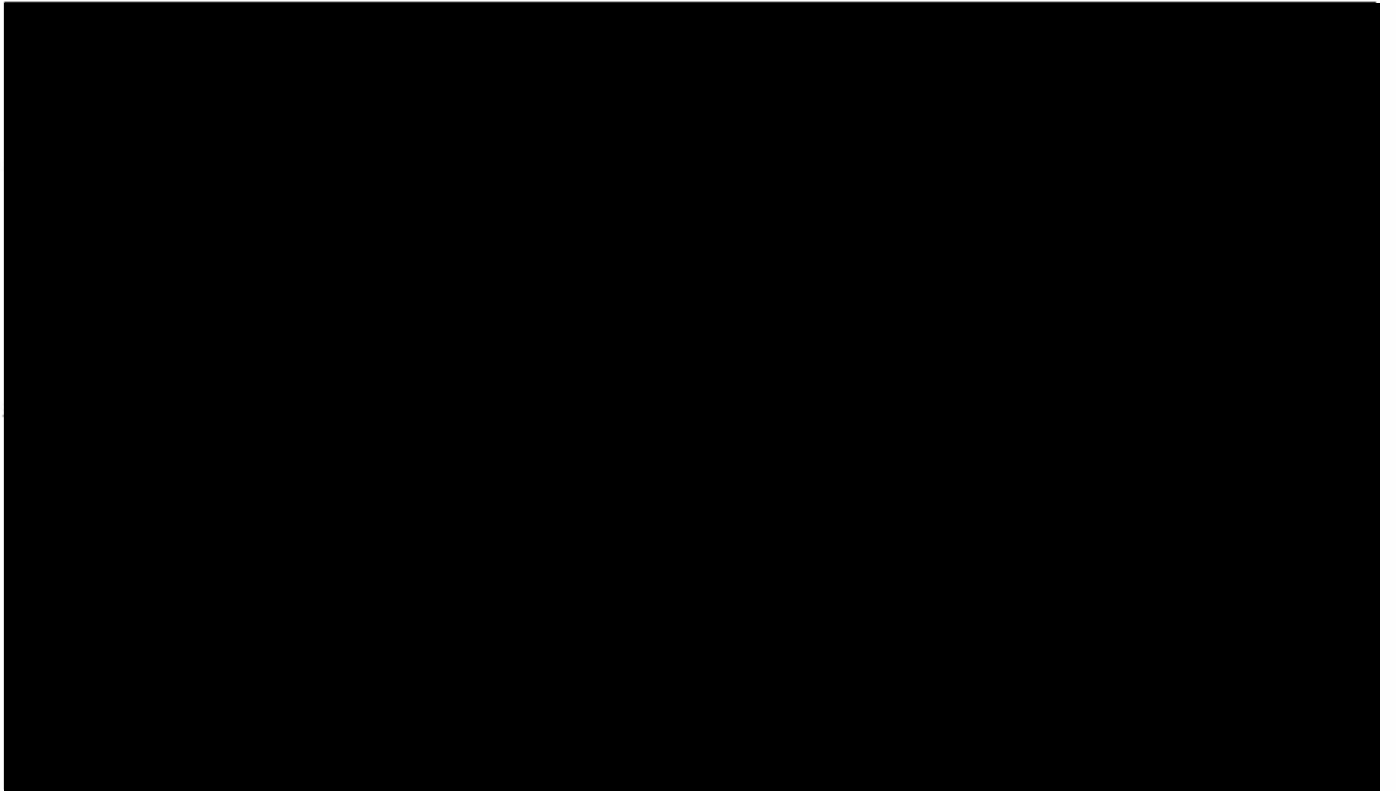
To be completed by someone authorised to act for your organisation.

Please note it is in your interest to complete this Appendix in order to benefit from the protection for confidential information provided by Regulation 21 of the Public Contracts Regulations 2015.

As part of a commitment to transparency the Council is now publishing all spend over £500 each month. This includes spend on contracts, so the successful organisation should expect details of spend against the contract to appear on the Council website [www.islington.gov.uk](http://www.islington.gov.uk). The Council is also committed to publishing tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation.

Notwithstanding the provision of the Public Contracts Regulations 2015 if a request is received under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004 Islington Council may be required to disclose any information contained in your proposal unless it falls within one of the exemptions in the legislation. Please confirm below if any part of your proposal contains commercially sensitive information, or is provided to the Council in confidence, and therefore considered to be exempt from disclosure. Note however that the Council retains absolute discretion for determining what information relating to a request for information is to be disclosed. In doing so the Council retains absolute discretion for determining what information it considers to be exempt from disclosure under the legislation.

1516-1077 Parking Enforcement



**1516-1077 Parking Enforcement**

## **Appendix 6 - Charter for Fairness and Equality**

To be signed by someone authorised to act for your organisation

1. We recognise, respect and value Islington's diverse community and are committed to making Islington a fairer place.
2. We shall promote good relationships between people of different backgrounds and lifestyles.
3. We are committed to creating a borough where children and adults are free from poverty, and are empowered to take responsibility and make a positive contribution.
4. We are committed to identifying, understanding and responding to the different needs and experiences of our community in order to narrow the gap in outcomes on the things that matter.
5. We shall work in a way that takes into account the fact that people may have multiple identities and complex needs which may compound the inequalities which they face.
6. We shall work in partnership to pool information and resources to ensure that there is equality of opportunity and access to services.
7. We are committed to tackling discrimination and inequality in all the service areas for which we are responsible, including in our role as employers.
8. We are committed to targeting our efforts to secure fairness and equitable outcomes in Islington.

## Section 4: Partner/Consortium Member/Sub-Contractor Declaration

**This declaration must be completed and signed by each partner/consortium member/sub-contractor referred to in the 'Technical and/or professional ability' section or 'Method Statements'.**

Declaration (to be signed by someone authorised to act for your organisation)

I confirm that, as far as I know, the answers given in this Tender Return (and any supporting modules) are correct. I understand that you will use the information to assess my organisation's suitability to bid (alongside the lead organisation) for the contract.

I confirm that I have read the method statements submitted by the lead organisation in this Tender Return and they are a true statement to my company's experience and capability.

As far as I know, the information in this Tender Return is accurate. I understand that giving false information could result in this Tender Returned being rejected.

I accept that it would be wrong to try to influence staff or councillors when they are awarding contracts.

By signing this declaration, you agree that you fully understand what this means.

If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.

Please note that if you fill in the Tender Return electronically using the London Tenders Portal, we will consider that it has been signed electronically within the meaning of the Electronic Communications Act 2000.

By signing by hand or sending us this Tender Return electronically, you agree that you fully understand what this means. If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.

<b>Signature</b>	
<b>Name</b>	
<b>Job title</b>	
<b>For and on behalf of</b>	
<b>Date</b>	

## Section 5: Declaration

To be signed by someone authorised to act for your organisation.

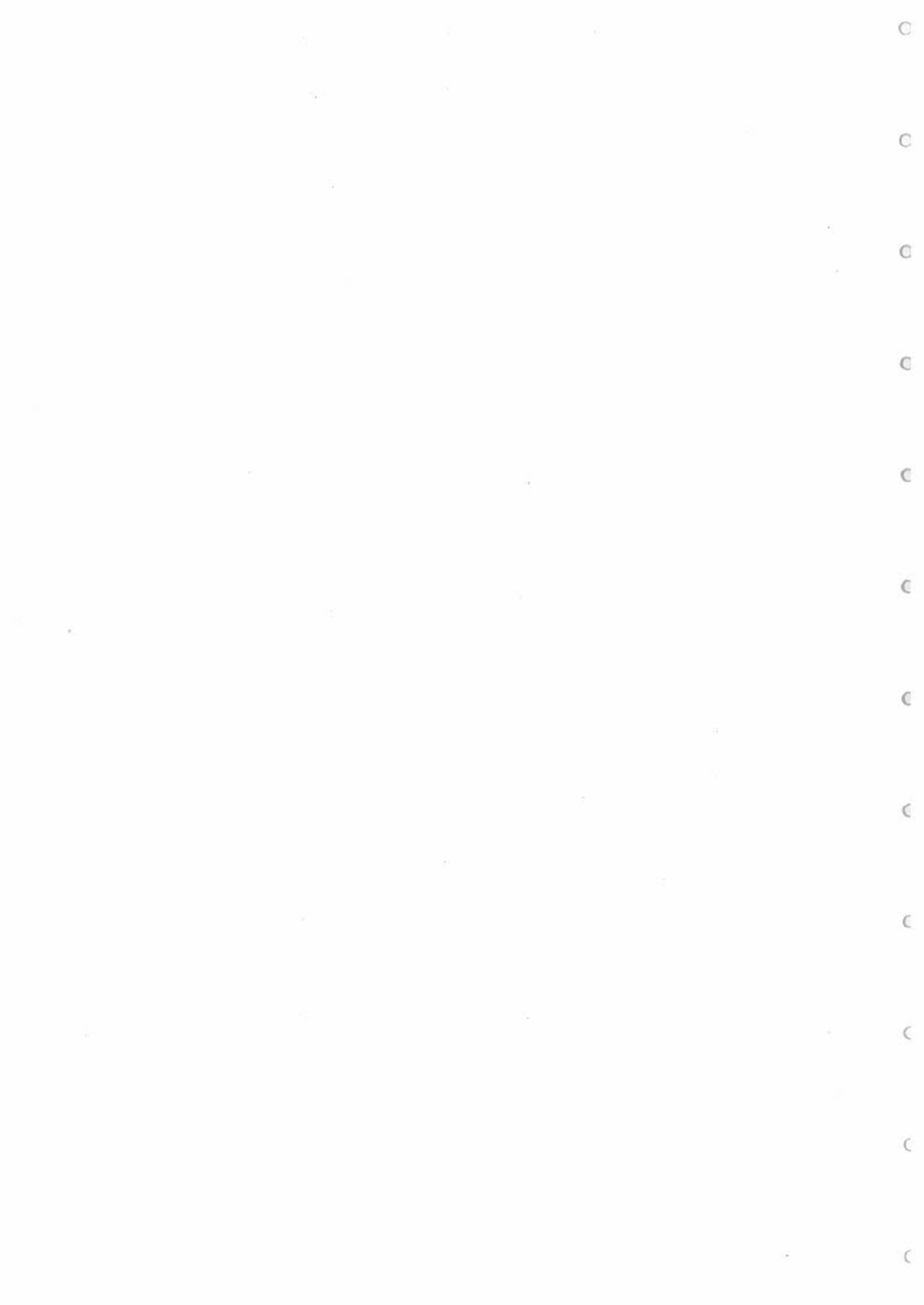
I confirm that, as far as I know, the answers given in this Tender Return (and any supporting modules) are correct. I understand that you will use the information to assess my organisation's suitability to bid for the contract.

As far as I know, the information in this Tender Return is accurate. I understand that giving false information could result in my organisation's bid being excluded.

I accept that it would be wrong to try to influence staff or councillors when they are awarding this contract.

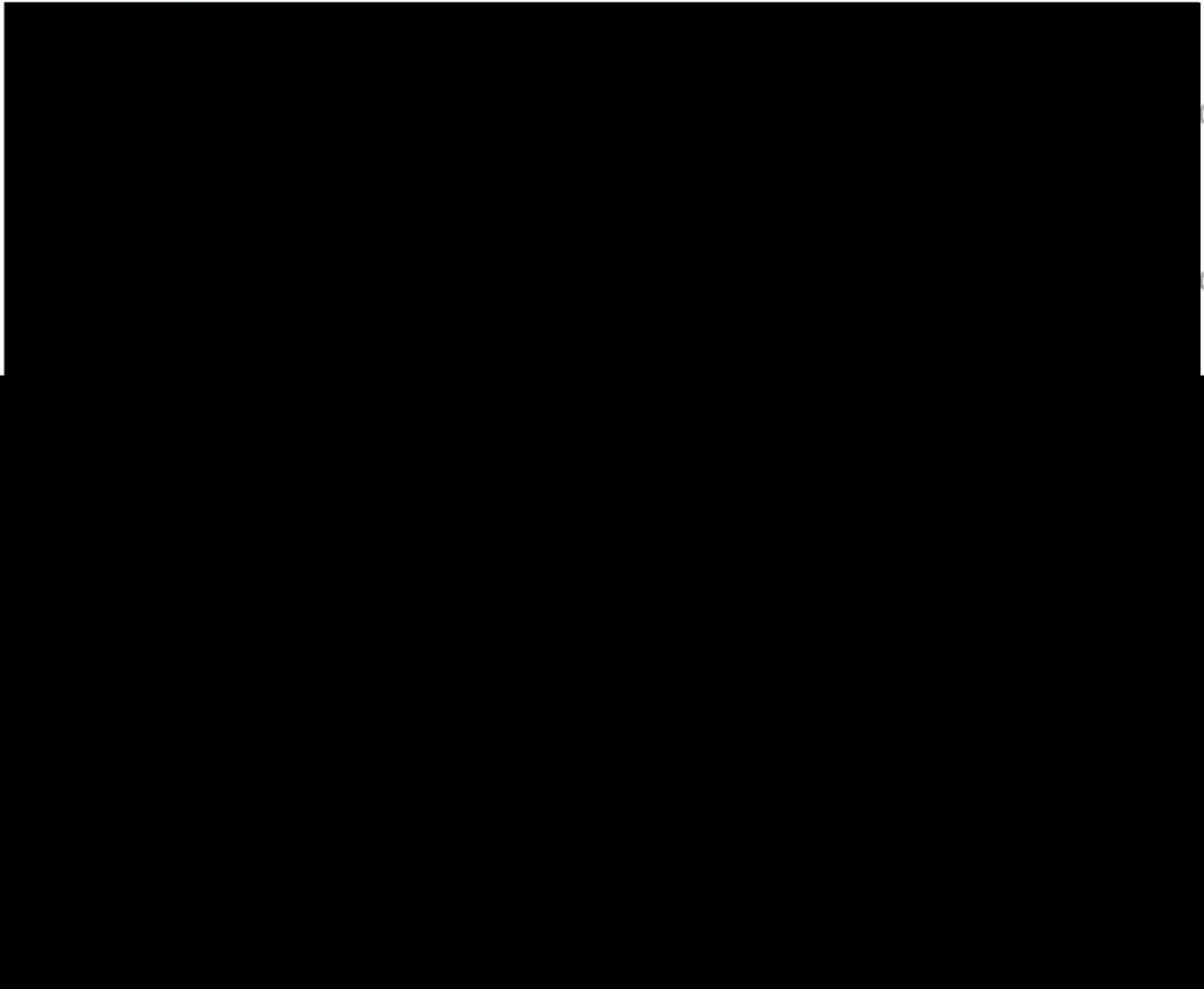
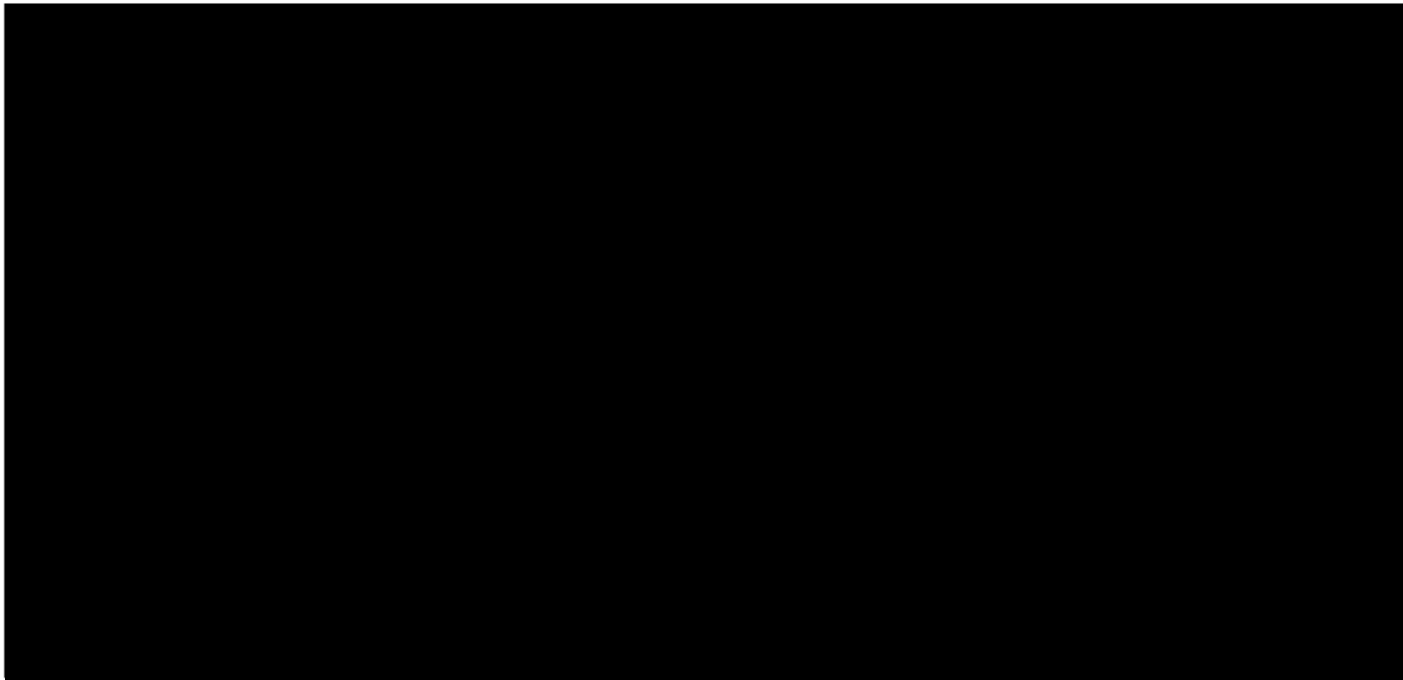
Please note that if you fill in the Tender Return electronically using the London Tenders Portal, we will consider that it has been signed electronically within the meaning of the Electronic Communications Act 2000.

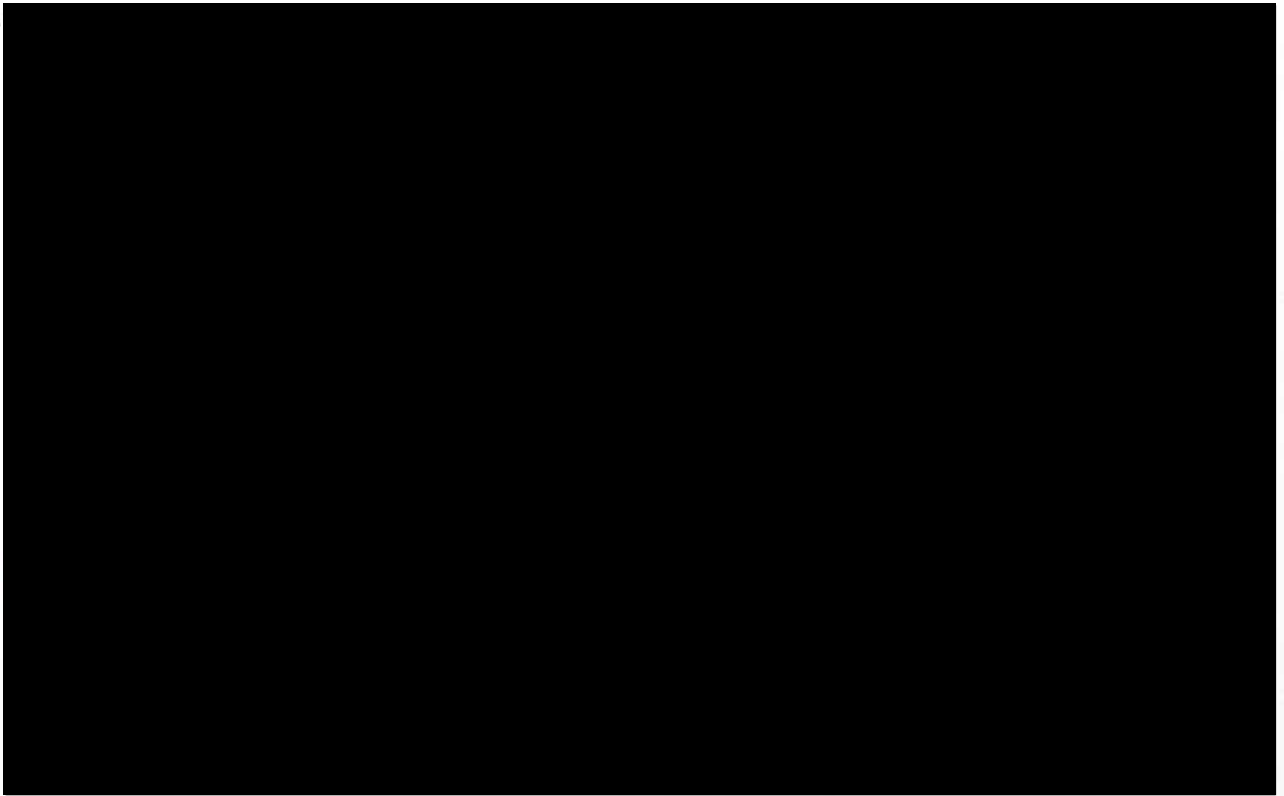
By signing by hand or sending us this Tender Return electronically, you agree that you fully understand what this means. If we find out that you (or someone acting for you, with or without your knowledge) have made any type of gift or promise (financial or otherwise) to get a contract or other agreement, or to prevent other people from getting a contract, we may cancel the contract and recover any costs from your company.





# Modern Slavery Act Compliance Statement







**SCHEDULE 2**  
**FORM OF CALL-OFF**

In accordance with and subject to the terms of a Framework Agreement between the **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** ("the Buyer") and [ ] the ("the Supplier") dated [ ] ("the Framework Agreement"), it is agreed as follows:

1. Words and expressions used in this Call-Off shall have the same meanings as in the Framework Agreement.
2. The Supplier shall commence, undertake and complete the following Call-Off Services by the following dates/times:

<b>Call-Off Services (Description)</b>	<b>Date/time for completion</b>

3. In consideration for performance of the stated Call-Off Services, the Buyer shall pay the Supplier the following Call-Off Prices:

<b>Call-Off Services (Description)</b>	<b>Call-Off Price</b>

4. Pursuant to Condition 14.1 of the Framework Agreement, payment under this Call-Off shall made be [monthly in arrear in accordance with Condition 14.1.1] **OR** [quarterly in advance in accordance with Condition 14.1.2]

Signed by:

.....  
The Authorised Representative of  
**THE MAYOR AND BURGESSES OF**  
**THE LONDON BOROUGH OF ISLINGTON**

Signed by:

.....  
The Authorised Representative for and on behalf of  
[ ]



**SCHEDULE 3**

**FORM OF ACCESS AGREEMENT**

**DATED**

**20[ ]**

**[ PARTICIPATING ORGANISATION ]**

**and**

**[SUPPLIER]**

**and**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ISLINGTON**

**ACCESS AGREEMENT TO THE LONDON BOROUGH OF ISLINGTON  
FRAMEWORK AGREEMENT FOR THE SUPPLY OF  
PARKING ENFORCEMENT SERVICES**

**Contract Reference: 1516-1077**



THIS ACCESS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**Between**

(1) [ ] (hereinafter called the "**Participating Organisation**");

and

(2) [ ] (registered no. [ ]) whose registered office is at [ ] (hereinafter called the "**Supplier**")

and

(3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of the Town Hall, Upper Street, London N1 2UD (hereinafter called the "**Council**")

(collectively called the "**Parties**" and independently called a "**Party**")

**WHEREAS:**

- A. The Supplier and the Council entered into a framework for the provision of parking enforcement services (the "**Services**") on the [ ] (referred to herein as the "**Agreement**". A copy of the Agreement is attached hereto as Annex A.
- B. The Participating Organisation wishes to appoint the Supplier to perform the Services in accordance with the terms and conditions of this Access Agreement.
- C. The Supplier wishes to provide similar Services to those described in the Agreement to the Participating Organisation under the terms and conditions of this Access Agreement.

**NOW IT IS** hereby agreed as follows:

**1. CONDITIONS OF USE OF ACCESS AGREEMENT**

- 1.1 The Council gives no warranty, undertaking or guarantee in respect of the ability of the Participating Organisation's use of the Agreement;
- 1.2 The Council has no liability whatsoever to the Participating Organisation in relation to its use of the Supplier or the Agreement;
- 1.3 The Council gives no warranty, undertaking or guarantee in relation to the performance of the Supplier;



- 1.4 The Participating Organisation agrees to indemnify the Council against any losses the Council suffers as a consequence of the Participating Organisation's use of the Agreement and/or the Supplier.

### **Contract Period**

- 1.5 This Access Agreement shall commence on the date it is executed by both parties and shall continue until [*insert date prior to date of expiry of the Agreement*] unless terminated earlier in accordance with the relevant termination provisions (hereinafter referred to as the "Contract Period").

## **2. Ordering Procedure**

- 2.1 Throughout the Contract Period the Participating Organisation may issue to the Supplier an order stating the Services that are required to be performed by the Supplier (referred to herein as a "Call-Off").
- 2.2 Any Call-Off shall only be in respect of the performance of Services included under the Agreement.
- 2.3 Following receipt of an Call-Off the Supplier shall perform the Services stated in the Call-Off (the "Call-Off Services") in accordance with the provisions of the Agreement as if such provisions were restated in full in each Call-Off.

## **3. Status of the Agreement under this Access Agreement**

- 3.1 Without prejudice to any term of the Agreement and for the purposes of clarity in respect of each Call-Off:
  - 3.1.1 The Participating Organisation shall be entitled to exercise all the rights stated in the Agreement in respect of each Call-Off as if the Participating Organisation had been the London Borough of Islington in the Agreement;
  - 3.1.2 The Supplier shall abide by and apply all the provisions of the Agreement in respect of each Call-Off;
  - 3.1.3 The Participating Organisation shall abide by and apply all the provisions of the Agreement in respect of each Call-Off.

## **4. Payment**

- 4.1 The Participating Organisation shall make payments to the Supplier as consideration for the Supplier performing the Call-Off Services. Such payments shall be made in accordance with the terms and conditions of the Agreement and the Participating Organisation shall accept and be bound by the same rights and obligations as apply to the Council under the Agreement.

**Variations**

5.1 The Participating Organisation and the Supplier agree that the terms and conditions of the Agreement (annexed hereto as **Annex A**) may be varied as set out in clause 6 below. For the avoidance of doubt, these variations shall apply only to the service contract established between the Participating Organisation and the Supplier by this Access Agreement, and shall not alter or vary in any way the contractual arrangements between the Council and the Supplier or any other arrangements established under the Agreement.

**6. Amendments to the Agreement**

**Authorised Officer:** [ ]

**Address for invoices:** [ ]

*[Insert here, if any other amendments are required]*

**IN WITNESS** whereof the Parties have executed this Access Agreement the day and year first before written

Signed for and on behalf of  
**[ PARTICIPATING ORGANISATION]**

.....  
Authorised Signatory

Signed on the behalf of  
**[SUPPLIER]**

.....  
Authorised Signatory

For and on behalf of  
**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ISLINGTON**

.....  
Authorised officer (1)

.....  
Authorised officer (2)

**ANNEX A TO ACCESS AGREEMENT:  
THE AGREEMENT**



#### SCHEDULE 4 VALUE FOR MONEY REVIEW TOOLS

- **Best value reviews** – large-scale using the existing corporate framework. Best value review provides a framework for the planning, delivery and continuous improvement of Buyer services. The overriding purpose is to establish a culture of good management in for the delivery of efficient, effective and economic services that meet the users' needs.
- **Peer inspections** following the key lines of enquiry (KLOEs). The department initiates the review by inviting a senior officer within the Buyer to conduct the review.
- **Peer review** – following a prescribed approach such as IDeA. This includes using a specially constructed benchmark of an 'ideal' fully effective service. An analysis is then done of the current achievement of the services compared with the benchmark standards, any gaps are highlighted and an action plan developed to address these.
- **Self-assessments** – allowing services at a unit level and larger to identify their strengths and areas for development using a structured framework. The Support Services BVR adopted this approach and reported high levels of “buy-in” to the process from the services involved.
- **“Helicopter reviews”** – This is a proactive review initiated externally from the Department (i.e. Member, PPP Office, VFM group) triggers by PI performance or contract renewals, looking objectively and strategically at a service and then identifying quick wins and practical steps that could be taken to improve the service. This method has been used recently to look at major planning applications.
- **Think – tanks** to problem solve and to apply brainpower in specific challenges and circumstances. The graduate think tank considered review options for the Supporting People BVR. Think tanks can be used to complement other processes, they are not deemed sufficient as stand alone tool.
- **360-degree** feedback model - A process in which services evaluate themselves using a set of criteria with CMB, clients and service users evaluate them. The feedback provides insight about the skills and behaviours considered necessary in the services /organisation to accomplish its vision, goals and objectives. The feedback is firmly planted in behaviours required to exceed customer expectations. There is a degree of overlap between this tool and the self-assessment tool; hence it is recommend that the 360-degree feedback model should be used as part of a self-assessment Review.
- **BPI (Business Process Improvement)** – This an exercise that examines the processes used by the Buyer to deliver a service, with a view to make them more efficient and streamlined by mapping out the services and identifying steps that can be eliminated or improved upon which will lead to time or cost savings. This tool is being used extensively as part of the Customer Focus e-government strategy.



**SCHEDULE 5  
PRICING SCHEDULE**

The Charges that will be used to calculate each Call-Off Price are set out below.

**The Charges are inclusive of trade packing and delivery to UK sites but are exclusive of Value Added Tax (VAT).**





