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Tender

Main Programme Insurance

Ashford Borough Council

F02: Contract notice

Notice identifier: 2022/S 000-034159

Procurement identifier (OCID): ocds-h6vhtk-038a1a

Published 2 December 2022, 10:59am

Section I: Contracting authority

I.1) Name and addresses

Ashford Borough Council

Civic Centre, Tannery Lane

ASHFORD

TN231PL

Contact

Stephanie Leonard

Email

stephanie.leonard@ashford.gov.uk

Telephone

+44 1233330371

Country

United Kingdom

Region code

UKJ45 - Mid Kent

Justification for not providing organisation identifier

Not on any register

Internet address(es)

Main address

<https://www.ashford.gov.uk/>

Buyer's address

<https://www.ashford.gov.uk/>

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://www.kentbusinessportal.org.uk/>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://www.kentbusinessportal.org.uk/>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Main Programme Insurance

Reference number

INSURANCE/22/1

II.1.2) Main CPV code

- 66000000 - Financial and insurance services

II.1.3) Type of contract

Services

II.1.4) Short description

Ashford Borough Council is seeking a Supplier for the main Programme Insurance for insurances coverage and associated services. The Services have been divided into Lots and Suppliers are invited to bid for all or any of the Lots.

II.1.5) Estimated total value

Value excluding VAT: £1,100,000

II.1.6) Information about lots

This contract is divided into lots: Yes

Tenders may be submitted for all lots

Maximum number of lots that may be awarded to one tenderer: 11

II.2) Description

II.2.1) Title

Material Damage, Business Interruption, Specified All Risks, Theft, Works in Progress

Lot No

1

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Material Damage

? Fire, lightning and explosion

? Explosion

? Aircraft and other aerial devices or articles dropped from them

? Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

? Earthquake

? Subterranean fire

? Spontaneous Fermentation or Heating

? Storm or Flood

? Escape of water from any tank, apparatus or pipe

? Impact including Own Vehicles

? Sprinkler Leakage

? Theft involving breaking into or out of the buildings at the premises by forcible or violent means

? Breakage or collapse of audio or visual communication apparatus

? Accidental breakage of fixed glass or fixed sanitary ware

? Accidental damage to supply pipes and cables serving the buildings

? Falling trees or branches

? Leakage of fuel oil from any fixed oil-fired installation including smoke and smudge damage arising from defective vaporisation

Business Interruption

? Fire, lightning, explosion

? Explosion

? Aircraft or other aerial devices or articles dropped therefrom

? Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

? Earthquake

? Storm or Flood

? Escape of water from any tank, apparatus or pipe

? Impact including own vehicles

? Sprinkler Leakage

? Accidental breakage of fixed glass or fixed sanitary ware

Specified All Risks

"All Risks" of accidental loss or damage, including theft and whilst in transit.

Theft

Theft involving:

? forcible and violent entry to or exit from any building at the premises or any attempt at such theft;

? personal violence or threat of personal violence to any employee.

Work in Progress

In the event of damage occurring during the period of insurance the insurer will pay to the insured the value of the property insured at the time of the damage or the cost of repair of the damage or at the insurer's option reinstate or replace the property or any portion of it.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Houseowner

Lot No

2

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

? Fire, lightning, thunderbolt, explosion

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

? Malicious persons

? Aircraft or other aerial devices or articles dropped from them

? Earthquake, subterranean fire

? Storm or flood

? Escape of water from any tank, apparatus or pipe

? Falling trees or branches

? Impact by any road vehicle or animal

? Theft (forcible/violent only)

? Leakage of oil from any fixed oil-fired heating installation

? Breakage or collapse of TV or Radio Signalling apparatus

? Accidental breakage of fixed glass and fixed sanitary ware

? Accidental damage to fuel oil supply pipes, water gas supply pipes etc.

? Subsidence, ground heave or landslip

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Property Owners

Lot No

3

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

? Fire, lightning and explosion

? Explosion

? Aircraft or other aerial devices or articles dropped from them

? Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Storm or flood

? Escape of water from any tank apparatus or pipe

? Impact by any road vehicle or animal not belonging to or under the control of the insured or any occupier of the premises or their respective employees

? Theft or attempted theft (forcible & violent entry to or exit from a building)

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Terrorism

Lot No

4

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

Insurance of property against physical loss or physical damage occurring during the period of the insurance caused by an Act of Terrorism and/or Sabotage.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Employer's Liability, Public/Products Liability, Official Indemnity, Libel & Slander, Land Charges, Professional Indemnity, Public Health Act

Lot No

5

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Employer's Liability Cover

Indemnity against legal liability to pay compensation for bodily injury, illness or disease (including death) sustained by an employee arising out of and in the course of employment by the insured in connection with the business and caused during the period of insurance.

Including:

a) Claimant's Costs and Expenses;

b) Defence Costs and Expenses - including:

i. costs incurred with the insurer's written consent in defending any claim for damages;

ii. costs incurred with the insurer's written consent for:

? representation at any coroner's inquest or fatal injury inquiry;

? defending in any court of summary jurisdiction any proceedings in respect of any act or omission;

relating to any event which may be the subject of indemnity.

Public/Products Liability

Cover

Indemnity in respect of all sums which the insured shall become legally liable to pay as damages in respect of:

- a) accidental injury to any person other than an employee;
- b) accidental damage to property;
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light water or way, wrongful interference with goods;
- d) wrongful arrest or false imprisonment;

occurring during the period of insurance within the territorial limits in the business.

The insurer will also pay costs and expenses. Costs and expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction;
- b) under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction;

where the limit of indemnity will be inclusive of costs and expenses.

Officials Indemnity

Cover

Negligent and Accidental Acts or Omissions

Indemnity in respect of sums which the insured may become legally liable to pay as damages for financial loss directly caused by a negligent and accidental act or omission committed or alleged to have been committed within the territorial limits by an employee or member in the normal execution of their duties for the business for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition the insurer will pay costs and expenses.

Elections

In connection with the conducting of elections the insurer will indemnify the insured and at the insured's request any Returning Officer, Acting Returning Officer or Counting Officer against:

- a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the insured or any Returning Officer, Acting Returning Officer or Counting Officer;
- b) the cost of holding another election in the event of the original election being declared invalid.

Libel & Slander

Cover

Indemnity in respect of all sums which the insured may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the business by:
 - i. any member provided such publications were specifically authorised by the insured
 - ii. any employee
- b) slanders in oral utterances made by any member or employee arising out of and in the course of:
 - i. the discharge of official duties on behalf of the insured
 - ii. in the case of a member the insured's official business at meetings or of the insured or its committees or subcommittees or any occasion when the member is specifically authorised to represent the insured

for which a claim is first made against the insured and notified to the insurer during the period of insurance or within 12 months of this part ceasing to operate.

Land Charges

Cover

Indemnity in respect financial loss arising from or in consequence of any act, error, or omission of the insured or any employee in respect of:

- a) information provided or made available on questions of fact concerning land or

buildings in respect of which the insured are required to maintain and do maintain a register or other records;

b) replies given to questions (other than questions of fact referred to above) added to the approved printed form of enquiry and issued at the same time as the search certificate provided always that such replies are given subject to a disclaimer of liability in a form approved by the insurer

for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition, the insurer will pay costs and expenses.

Professional Indemnity

Cover

Indemnity in respect of all sums which the insured may become legally liable to pay as damages for financial loss arising from breach of professional duty be reason of any negligent act, error or omission committed or alleged to have been committed by an employee in providing the services within the territorial limits and for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

Including in addition Costs and Expenses.

Public Health Act

Cover

Indemnity in respect of:

a) all sums which the insured becomes legally liable to pay under the terms of any legislation pertaining to public health to any person who complies with a notice to cease such sums constituting:

i. the net loss of income sustained by any such person comprising:

1. the amount of any wage or salary;
2. any other earned income;

ii. damage to property of any such person;

b) compensation paid by the insured under the terms of Section 31(4) of the Public Health

(Control of Disease) Act 1984;

provided always that such notice is served and the damage is ordered during the period of insurance.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Crime

Lot No

6

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

Employee Dishonesty

Loss arising from loss of assets resulting directly from any act of fraud or dishonesty committed on or after the retroactive date by an employee acting alone or in collusion with others which is first discovered during the period of insurance.

Computer Fraud and Funds Transfer Fraud

Loss by theft committed on or after the retroactive date which is first discovered during the period of insurance of:

- a) assets due to any fraudulent or dishonest misuse or manipulation by a third party of the computer hardware, software programs or systems operated by the insured
- b) insured funds or those for which the insured is responsible at law from an account maintained by the insured at a financial institution following fraudulent electronic, telegraphic, cable, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the insured but which are fraudulently altered, transmitted or issued by a third party or are a forgery.

Forgery and Counterfeiting

Loss occurring on or after the retroactive date which is first discovered during the period of insurance:

- a) of assets resulting from forgery
- b) arising from the acceptance by the insured in good faith in exchange for money, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation

Including indemnity in respect of loss arising from counterfeiting.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Personal Accident/Business Travel

Lot No

7

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Personal Accident Cover

If an insured person sustains accidental bodily injury during the operative time which within two years solely and independently of any other cause results in death, disablement or the incurring of medical expenses, insurers will pay the insured or, in the case of medical expenses, the insured or an insured person the amount appropriate to the

benefit shown in the schedule.

Business Travel

Cover

? Overseas Medical Expenses, Travel Expenses and Emergency Repatriation Expenses

? Personal Property

? Money

? Electronic Business Equipment

? Cancellation, Curtailment, Rearrangement and Replacement Expenses

? Kidnap

? Political and Natural Disaster Evacuation

? Legal Expenses

? Personal Liability

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Computer

Lot No

8

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

Material Damage

? Accident (excluding breakdown, fire perils and residual breakdown)

Data and Information

? Accident

? Fire, lightning, explosion or aircraft or other aerial devices dropped from them

? Breakdown

? Denial of Access

? Failure of Electricity Supply

? Failure of Telecommunications

? Erasure

Additional Expenditure

? Accident

? Fire, lightning, explosion or aircraft or other aerial devices dropped from them

? Breakdown

? Denial of Access

? Failure of Electricity Supply

? Failure of Telecommunications

? Erasure

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Engineering Inspection/Insurance

Lot No

9

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

Inspection service

Provide the Council with an inspection service for plant within normal working hours at the sites shown in the plant schedules.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Motor Fleet

Lot No

10

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

Cover

Comprehensive

Use

Use for social domestic and pleasure and the business of the Council.

Drivers

Any authorised licensed driver.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2) Description

II.2.1) Title

Package

Lot No

11

II.2.2) Additional CPV code(s)

- 66000000 - Financial and insurance services

II.2.3) Place of performance

NUTS codes

- UKJ4 - Kent

II.2.4) Description of the procurement

This Lot comprises the following lots only:

1 Material Damage

? Business Interruption

? Specified All Risks

? Theft

? Works in Progress

2 Houseowner

3 Property Owners

5 Employer's Liability

? Public/Products Liability

? Officials Indemnity

? Libel & Slander

? Land Charges

? Professional Indemnity

? Public Health Act

6 Crime

10 Motor Fleet

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months

60

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

Section III. Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions

Please refer to tender documents.

III.1.2) Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3) Technical and professional ability

Selection criteria as stated in the procurement documents

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

Please refer to the tender documents.

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: Yes

IV.2) Administrative information

IV.2.2) Time limit for receipt of tenders or requests to participate

Date

30 January 2023

Local time

12:00pm

IV.2.4) Languages in which tenders or requests to participate may be submitted

English

IV.2.7) Conditions for opening of tenders

Date

30 January 2023

Local time

12:01pm

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: At the expiry of the contract.

VI.2) Information about electronic workflows

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

VI.4) Procedures for review

VI.4.1) Review body

Public Procurement Review Service

Cabinet Office

London

Email

publicprocurementreview@cabinetoffice.gov.uk

Telephone

+44 3450103503

Country

United Kingdom

Internet address

<https://www.gov.uk/government/publications/public-procurement-review-service-scope-and-remit>