Issue Date: Wednesday 25th June 2025

Closing Date: Friday8th August 2025 at 12.00pm (Noon)

**Request for Quotation (RFQ)**

**for the provision of**

**Gritting and Winter Services**

**Ref: 002-PA-25**

Breckland Council

Elizabeth House

Walpole Loke

Dereham

NR19 1EE

Procurement & Contracts Team

Email: procurement@breckland.gov.uk

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**Outline of Requirements**

**Supplier Guidance**

All pages must be returned within your quotation submission. Please do not remove any pages from this RFQ as all pages, including supporting document and appendices, will form the final contract.

Breckland Council (the “Council”) is inviting quotations for the supply of Gritting and Winter Services.

The Council’s detailed requirements are defined in the specification in **Appendix A** (the “Specification”).

The contract will be for an initial period of **two (2) years**, with the potential to extend for a further **one (1) year (2+1)**. Prices will be fixed for the first **two (2) years**. The **Contract Award date** is **Tuesday 15th October 2025** and the contract will commence on **Monday 3rd November 2025**.

The contract budget range for the total contract term (to include any extensions) is **£ 110,000.00 to £115,000.00 inclusive of Value Added Tax (VAT).** Bids over **£117,000.00** will be excluded**.**

The opportunity is being run as an open procedure, and the contract will be let on the Council’s standard terms and conditions in **Appendix B** (“Terms and Conditions”).

The following Appendices form part of this procurement: -

**Appendix A – Specification**

**Appendix B – Terms and Conditions**

**Appendix C – Evaluation Criteria Methodology**

**Appendix D – Gritting Maps**

 **Appendix E – Location and Pricing Schedule**

 **Appendix F – Met Office When to Grit**

 **Appendix G – KPIs**

**Consideration of Lots**

Lotting has been considered but has been deemed not to be appropriate for this quotation due to the nature of the requirement and the need to have one supplier that can attend in bad weather for this provision.

**Accessibility for SMEs**

Section 12 of the Procurement Act 2023 requires the Council to have regard to providing accessibility of public contracts to SMEs.

Consideration to SMEs has been given by lengthening the time that the RFQ is published for to 45 days.

**Procurement Timetable**

This procurement is intended to follow the timetable below:

|  |
| --- |
|  **Procurement Timetable** |
| **Below Threshold Tender Notice Published** | Wednesday 25th June 2025 at 10.00 am |
| **RFQ Published** | Wednesday 25th June 2025 at 12.00 (midday) |
| **Clarification Questions Deadline** | Friday 1st August 2025 at 17.00 |
| **RFQ Return Deadline** | Monday 11th August 2025 at 12.00 (midday) |
| **Evaluation of RFQ** | Tuesday 12th August to Wednesday 27th August 2025 |
| **Moderation**  | Tuesday 2nd September 2025 |
| **Contract Award Notice and Assessment Summaries** | Friday 19th September 2025 |
| **Standstill Period** | Monday 22nd September until midnight Tuesday 30th September 2025 |
| **Contract Award** | Tuesday 15th October 2025 (allow 2 weeks for the contract to be sealed if over £75,000) |
| **Contract Details Notice** | Tuesday 31st October 2025 |
| **Contract Start Date** | Monday 3rd November 2025 |

The Council reserves the right to amend the procurement timetable, and dates provided are for indicative purposes only.

**Submission of Quotation**

**The Supplier must accept the terms and conditions of the Contract.** When submitting their quotations, Suppliers should not submit their own terms and conditions, and amendments to the Council’s Contract will not be considered. Suppliers must quote on the basis of the Contract and must note that the terms and conditions of the Contract at **Appendix B** are not open to negotiation. If there are issues with any of the terms and conditions which would impact a Supplier’s ability to sign at the award stage, these must be resolved during the clarification period as set out in the Procurement Timetable. If a Supplier fails to accept the terms and conditions of the Contract, this will result in an exclusion from the Procurement. Any PO raised as a result of this RFQ process will be subject to the Council’s Terms and Conditions.

The Council is using In-Tend for this Procurement, which means that the RFQ is available in electronic form. Suppliers are required to register with In-Tend for access to the RFQ and associated documents for this Procurement at <https://in-tendhost.co.uk/brecklandcouncil/aspx/Home>. All quotations and any questions or clarifications relating to this procurement must be submitted electronically via the Council’s procurement portal.

**Conflicts of Interest**

The Supplier must inform the Council of any conflict of interest which exists or may arise during any stage of the procurement or any resulting contract. This information will be recorded on a **Conflicts of Interest Assessment**. This document will remain under review for the entirety of the contract until termination.

**Supplier Instructions:**

1. To participate in this process, suppliers will need to register on the Central Digital Platform (“CDP”) <https://www.gov.uk/find-tender> and are required to provide their organisation's share code. It is the supplier’s responsibility to maintain the accuracy of the information uploaded to the CDP.
2. Supplier’s attention is specifically drawn to the date and time for receipt/return of quotations through the procurement portal. The Council reserves the right to reject any submission received after the closing date and time.
3. Suppliers should clarify any element of the procurement or the Specification which they do not understand. This should be done via the supplier portal and by the deadline shown in the Procurement timetable.
4. Unless otherwise stated in writing by the Council, all communications between the Council and Suppliers (including a Supplier’s sub-contractors or advisers) during the procurement must be submitted via In-Tend. Suppliers should not rely upon communications from the Council unless they are made through In-Tend.
5. In the interest of running a transparent procurement process, any questions raised through the clarification process may be shared with other Suppliers.
6. Suppliers are advised not to submit their Quotations until after the deadline for clarification responses has concluded.
7. Quotations must be submitted in Word format, using Arial font size 11, in black typeface, including where information is tabulated, except in illustrative screenshots, graphs and charts. Any text must still be legible when the document is viewed at 100%.
8. All acronyms and abbreviations, if used, must be fully explained the first time that they are used in each individual question.
9. Suppliers are reminded to check their responses for accuracy and completeness and to ensure that any prices submitted are arithmetically correct.
10. Failure to sign and submit the **Supplier Declaration** prior to the deadline for RFQ submissions may result in the disqualification of that submission.
11. Quotations must be submitted on this form and be fully compliant with the instructions contained within this RFQ.
12. Suppliers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Quotations. Under no circumstances (including circumstances where the Council cancels or varies the Procurement) will the Council or any of its advisers be liable for any costs or expenses borne by the Suppliers (including any subcontractor of the Supplier which the Supplier relies upon to submit a Quotation) or their advisers.
13. The Council is not bound to accept any Quotation.
14. The Council will notify each Supplier of its award decision via In-Tend.
15. The Council reserves the right not to award a contract and/or award the contract to the second highest most advantageous quotation, for example, where the successful Supplier is unable to enter into the Contract as required by the Council.
16. Where a voluntary standstill period has been included in the Procurement Timetable, no Contract will be entered into until this period is complete.
17. Suppliers are expected to keep their respective Quotation valid and open for acceptance by the Council until the expiry of 90 calendar days from the deadline for the receipt of quotations.
18. The Council will, whilst assessing Quotation submissions in response to this RFQ, in accordance with the requirements set out in Sections 26-30 of The Procurement Act, 2023, refer to the Debarment List maintained by a Minister of the Crown: -
	1. In accordance with the provisions set out in Schedule 6 in the Procurement Act 2023 for Mandatory Exclusion grounds, any Supplier or connected person placed on the Debarment List by definition of being an Excluded Supplier will be excluded from being awarded a public contract.
	2. In accordance with the provisions set out in Schedule 7 in the Procurement Act 2023 for Discretionary Exclusion grounds, any Supplier or connected person placed on the Debarment List by definition of being an Excludable Supplier may be excluded from being awarded a public contract.

**If we have requested certification and / or evidence for this procurement, these will be validated via due diligence checks prior to any contract award. Please note that these will need to be valid at the time of contract award or for contract commencement.**

1. Payment will be made on receipt of the satisfactory delivery of the goods, services, or the completion of consultancy work. Where milestone payments are requested by a Supplier, this must be made clear in the tender response (final agreement of any milestone payments is at the sole discretion of the Council).

**Right to Cancel or Vary**

By issuing this RFQ, entering clarification communications with potential Suppliers or having any other form of communication with potential Suppliers, the Council is not bound in any way to enter any contractual or other arrangement with you or any other potential Supplier. It is intended that the remainder of this procurement process will take place in accordance with the provisions of this RFQ, but the Council reserves the right to terminate, suspend, amend, or vary (to include, without limitation, in relation to any timescales or deadlines) this procurement process by notice to all potential Supplier in writing.

Unless detailed in the Terms and Conditions in **Appendix B**, the Council accepts no liability for any losses, costs or expenses caused to you because of such termination, suspension, amendment, or variation.

**Mandatory Requirements & Constraints**

As part of your Quotation response, you must confirm that you meet the mandatory requirements/constraints and specification forming part of this RFQ. A failure to comply with one or more mandatory requirements or constraints shall result in the Council rejecting a Quotation response in full.

**Evaluation Criteria**

Quotation responses received will be awarded based on the most advantageous (a balance between cost and quality) proposal, evaluated by the following criteria:

|  |  |  |
| --- | --- | --- |
| **Question** | **Award Criteria** | **Weighting (%)** |
| **Pass / Fail** |
| **1** | Specification Requirements | Pass / Fail |
| **2** | Company Branding | Pass / Fail |
| **3** | Health and Safety Certification | Pass / Fail |
| **4** | Insurance Requirements | Pass / Fail |
| **5** | Timescales | Pass / Fail |
| **6** | Person in Charge | Pass / Fail |
| **7** | Business Continuity Plan | Pass / Fail |
| **Quality Questions - Response Required (30%)** |
| **8** | Previous Experience | 15% |
| **9** | Resources | 15% |
| **Social Value (10%)** |
| **10** | Social Value | 10% |
| **Price (60%)** |
| **Pricing** | Price per grit all sites per month (See pricing methodology on page 27) | 60% |
| **Pricing** | Ad Hoc Hourly charge for gritting / snow clearance (08:00 – 17:00 Monday to Friday) | For information purposes only |

**Appendix C** details the full price and quality scoring methodology (the “Evaluation Criteria Methodology”).

Quotation responses will be evaluated within the dates in the procurement timetable and the award criteria detailed above.

The Council reserves the right to seek written clarification via the e-tendering portal from you or any Supplier during the evaluation period. This includes any pricing the Council considers to be abnormally low for the performance of the Contract, and in accordance with Section 19 (3)(C) of The Procurement Act 2023, the Council may ask the Supplier to further explain its price or costs. If, following the Supplier's explanations, the Council is not satisfied with the Supplier's account for the low level of price or cost in the Quotation, the Council may treat the Quotation as non-compliant and disqualify it.

As part of your Quotation response, the Council is seeking written submissions on how the individual elements of this contract will be delivered, as well as a pricing submission. The overall Quotation will be evaluated against the written response (quality) based on experience, and general approach, as well as the Quotation sum (price).

The following quality questions will form part of your Quotation submission and count for a total of **40** quality marks. The table above provides a summary of how marks are distributed across these areas:

**Quality**

The information supplied in this section will be used to assess how your organisation meets the Specification and will be assessed by the evaluation panel. This Section is worth **40%** of the final score.

**Maximum word count: The response will only be evaluated up to the stipulated word count with a 10% +/- allowance. The word count will begin with whatever is contained within the answer box. Please ensure that you adhere to the word count for the respective question and add the final word count at the end of your response.**

**Mandatory Requirements**

The following questions are Pass / Fail. If you answer **NO, fail to submit a response or fail to provide evidence where requested** to any of the questions numbered 1 to 7, you will have failed to meet the Council’s mandatory requirements and you will be excluded from proceeding any further. Your submission will be removed from the evaluation process.

The information supplied in this section will be used to assess how your organisation meets the Specification in **Appendix A** and will be assessed by an evaluation panel.

This section is worth **40%** of the final score.

**\* (delete as appropriate)**

|  |
| --- |
| **1.** **Specification Requirements** |
| **1** | Bidder can confirm that they can deliver **all** elements of the specification set out in **Appendix A** | **Weighting:** **Pass / Fail** |

|  |
| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\*** |

|  |
| --- |
| **2.** **Company Branding** |
| **2** | The Contractors’ vehicles must be branded with the company logos. **An example** must be provided with the submission. **Appendix A** **5.2** | **Weighting:** **Pass / Fail** |

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| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\***  |

|  |
| --- |
| **3.** **Health and Safety Certification** |
| **3** | Bidder can confirm that a copy of the Contractor’s **Health and Safety Policy / Health and Safety Plan,** as applicable, shall be produced for inspection by the council representative if the supplier is awarded the contract. | **Weighting:** **Pass / Fail** |

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| --- |
| **3. Supplier Response** |
| **Yes\*** | **No\***  |

|  |
| --- |
| **4. Insurance requirements** |
| **4** | Bidder can confirm that they hold and will renew / update throughout the term of the contract (and any extensions used) the following insurance levels:**Employers' Liability Insurance – £5 million****Public Liability Insurance – £5 million** | **Weighting:** **Pass / Fail** |

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| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\***  |

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| --- |
| **5. Timescales** |
| **5** | Bidder can confirm they are able to consistently meet the timescales detailed within the contract specification (**Appendix A - Items 2.5, 3.2 and 6.1**) and can ensure that the works specified are completed as requested.  | **Weighting:** **Pass / Fail** |

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| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\***  |

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| --- |
| **6. Supervision**  |

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| --- | --- | --- |
| **6** | Please confirm that you will nominate a suitably competent Person in Charge of the works who is available and contactable at all times and is empowered to receive and act upon any instructions given by the council. (**Appendix A** **4.1**) | **Weighting:** **Pass / Fail** |

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| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\***  |

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| --- |
| **7. Business Continuity Plan** |

|  |  |  |
| --- | --- | --- |
| **7** | Please confirm that you have a current business continuity plan / business impact assessment in place to mitigate loss of systems, vehicles, head office, workforce (sickness / pandemic) and in the event of extreme weather, that the delivery of services to perform this contract will not be affected. (**Appendix A - 5.4**)**Please provide a copy of the relevant Business Continuity Plan within the submission.** | **Weighting:** **Pass / Fail** |

|  |
| --- |
| 1. **Supplier Response**
 |
| **Yes\*** | **No\***  |

**If you have answered NO to any of the above Questions.**

**Please do not proceed further with your submission, as your response has not satisfied the minimum criteria**

**Response Required Quality Questions**

|  |
| --- |
| **Previous Experience** |
| **8** | Please provide **3 examples** of previous or current experience you have working on Gritting contracts, detailing the types of sites where gritting and winter services have been carried out and the duration of these contracts. These examples should be **within the last 3 years.****Maximum Word Count: 750****Please include the Word Count at the end of the question.** | **Weighting: 15%** |
|  |

|  |  |
| --- | --- |
| **Score** | **Marking Criteria** |
| 0 | Nil response – Question not answered. |
| 3 | Poor response – Only one example is provided in a basic format with limited information. The example is not within the last 3 years or is not dated. |
| 5 | Acceptable response – Two or more basic examples provided, carrying out similar types of works as those mentioned in the specification, but lacking in detail. The example is not dated or shown to be within the last 3 years. |
| 7 | Good response – Three examples provided carrying out similar types of works as those mentioned in the specification, for other local authorities or government agencies / bodies and dated or demonstrated to be within the last 3 years. However, not all experience is relevant to the works within this contract. |
| 10 | Excellent response – Three comprehensive, detailed examples provided, carrying out the same types of works as those mentioned in the specification referencing all property / land types to other local authorities or government agencies / bodies. All three are dated or shown to be within the last 3 years. |

 |
|  | **Supplier Response** |

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| --- |
| **Resources** |
| **9** | Please provide details of your team structure and resources / manpower to fulfil this contract. Please include a flow chart detailing the process to be utilised to fulfil the contract requirements and meet the timescales.**Maximum Word Count: 250****Please include a Word Count at the end of the question.** | **Weighting: 15%** |
|  |

|  |  |
| --- | --- |
| **Score** | **Marking Criteria** |
| 0 | Nil response – Question not answered. |
| 3 | Poor response - Unable to demonstrate how the timelines would be met given the insufficient evidence of how this will be accomplished and / or no details provided on the team structure/contact details. |
| 5 | Acceptable response – Basic details provided of team structures and contact details. A flow chart is included, but only limited information about the processes is demonstrated. |
| 7 | Good response – Clear details provided of team structures, resource levels, contact details and a flow chart demonstrating the process required to fulfil the contract requirements and timescales. |
| 10 | Excellent response – Comprehensive information provided relating to the team structures, resource levels, and all contact details, together with a flow chart detailing the process required to fulfil the contract’s requirements and timescales. |

 |
|  | **Supplier Response** |

|  |
| --- |
| **Social Value** |
| **10** | Breckland Council has a target to achieve net zero carbon emissions by 2035. All operations and services run by the council need to contribute to this ambition.Please provide **evidence** of how your organisation and the products / services supplied under this procurement and throughout the lifetime of any resulting contract, will contribute to the Breckland 2035 net-zero strategy. Outcomes to be reported upon bi-annually throughout the lifetime of the contract, as per Appendix G - KPIs**Maximum Word Count: 250****Please include a Word Count at the end of the question.** | **Weighting: 10%** |
|  |

|  |  |
| --- | --- |
| **Score** | **Marking Criteria** |
| 0 | Nil response – Nil response to this question or insufficient content to allow meaningful evaluation; the bidder has not supplied details for the sustainability elements requested in the question. |
| 3 | Poor response – The bidder has supplied only basic or generic information. The response lacks sufficient detail or evidence of how sustainability will be delivered against the contract and casts doubt over the bidder’s ability to support Breckland’s 2035 net-zero strategy. |
| 5 | Acceptable response – The bidder has supplied sufficiently detailed information. The response provides acceptable detail and evidence of how sustainability will be delivered against the contract and indicates that the bidder can support Breckland’s 2035 net-zero strategy. |
| 7 | Good response – The bidder has supplied detailed information. The response provides good explanations and supporting evidence of how sustainability will be delivered against the contract and some reassurance over the bidder’s ability to support Breckland’s 2035 net-zero strategy. |
| 10 | Excellent response – The bidder has supplied fully detailed information. The response provides excellent explanations and supporting evidence of how sustainability will be delivered against the contract, offering a high degree of reassurance over the bidder’s ability to support Breckland’s 2035 net-zero strategy |

 |
|  | **Supplier Response** |

**Pricing**

Pricing should be submitted in pounds sterling (£) and **inclusive of VAT.** The VAT element may be included as a separate value to the net delivery cost of the goods / service. It should be assumed that the total value submitted will be for the full contract term, which, for the avoidance of doubt, includes all optional extensions.

|  |  |  |
| --- | --- | --- |
| **Element** | **Price** | **Evaluation Weighting**  |
| Total Fixed Price Per Calendar Month  | £  | 60% |
| Ad-Hoc (additional callouts) Hourly Charge for gritting / snow clearance (08.00 – 17.00 Monday to Friday) | £ | N/A – for information purposes only |

**There will be no guarantee of the number of visits per month or year during the contract period, as this will be weather-dependent. Regardless of the number of site attendances (either 1 or up to 31), the monthly fixed cost remains the same for the initial 2 years of the contract term.**

**Any rate increase for the extension period must be discussed with the Council and justified by the Supplier.**

The evaluation price will be based on the Total Fixed Price Per Calendar Month to give **60%**.

Our pricing for the provision of the goods/services referred to in the Specification is:

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|  |  |
| --- | --- |
| **Net Price** | £ |
| **Value Added Tax (VAT)** | £ |
| **Total Contract Price****(for full Contract Term to include any extensions)** | £ |

**Total Contract Price** in words: …………………………………………………………………………………………

## **Please note that any bids in excess of £117,000.00 will be excluded.**

 **Payment Terms**

Payment will be made upon receipt of satisfactory delivery of the goods, services, or completion of consultancy work.

Please be aware that in observance of its obligations under the Procurement Act, the following terms will be implied in every contract entered into by the Council:-

* 30-day statutory payment terms (Section 68)
* 30-day statutory payment terms in every sub-contract (Section 73)

Delete / complete as applicable

Or

**Payment Schedule:**

|  |  |  |
| --- | --- | --- |
| Milestone 1 | Insert description | £xxx |
| Milestone 2 | Insert description | £xxx |
| Milestone 3 | Insert description | £xxx |

**Supplier Declaration**

* I confirm that this quotation is open for acceptance until <DD/MM/20XX>
* I agree that the Council’s Terms and Conditions in **Appendix B** will apply to any contract formed by acceptance of this quotation.
* The supplier will be bound by the Council’s Terms and Conditions in **Appendix B,** and no variation will be valid unless agreed by both parties in writing.
* The supplier will declare its use of AI in this tender submission.

Have you used AI or machine learning tools, including large language models, to assist in any part of your Tender submission? This may include using these tools to support the drafting of responses to the questions.

|  |  |
| --- | --- |
| Yes [ ]  | No [ ]  |
| Please provide details:  |  |

Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy:

|  |  |
| --- | --- |
| Yes [ ]  | No [ ]  |

|  |  |
| --- | --- |
| Supplier’s signature |  |
| For and on behalf of |  |
| Date submitted |  |

|  |  |
| --- | --- |
| Trading Name & Registered Name (if different) |  |
| Address |  |
| Contact Name |  |
| Contact Position |  |
| Contact Landline/Mobile |  |
| Contact E-Mail |  |
| Company Registration Number |  |
| Registered Address(Only complete if the address is different to the above) |  |
| Office from which business is conducted (this must be the registered office if you have one) |  |
| Are you categorised as an SME or a VCSE? Please state which. |  |
| Supplier unique identifier number - from registration on the CDP: |  |

**Checklist of documents to be submitted: -**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Document** | **Completed** | **Included in Submission** |
| 1. | This Request for Quotation Document **(with Supplier Declaration Signed / Dated)** | Yes / No | Yes / No |
| 2. | An example of the company branding requested in the Pass / Fail question | Yes / No | Yes / No |
| 3. | A copy of the Health and Safety Plan requested in the Pass / Fail question | Yes / No | Yes / No |
| 4. | A copy of the Business Continuity Plan requested in the Pass / Fail question | Yes / No | Yes / No |
| 5. | All supporting documentation from response required Quality Questions and Pass / Fail questions | Yes / No | Yes / No |

**Appendix A – Specification**

1. The **Gritting and Winters Services Contract Specification** for the following locations is:

 All Breckland owned Land, Car parks and Footpaths as specified in:

 Appendix D – Gritting Maps and

 Appendix E – Locations and Costings

# **Gritting Services**

The Contractor will provide a gritting service between **1st November** to the **31st March** annually

* 1. The service will be provided to British Standards Institute: BS3247:2011.
	2. The Contractor will monitor the weather forecast using the **Met Office OpenSite** as found on the Met Office Winter Gritting webpage - [https://www.metoffice.gov.uk/services/transport/road/independent-](https://www.metoffice.gov.uk/services/transport/road/independent-gritting#%3A~%3Atext%3DOpenSite%E2%84%A2%20features%26text%3DColour%20coded%2024%2Dhour%20forecasts%2C7%2C%20365%20days%20a%20year) [gritting#:~:text=OpenSite%E2%84%A2%20features&text=Colour%20coded%](https://www.metoffice.gov.uk/services/transport/road/independent-gritting#%3A~%3Atext%3DOpenSite%E2%84%A2%20features%26text%3DColour%20coded%2024%2Dhour%20forecasts%2C7%2C%20365%20days%20a%20year) [2024%2Dhour%20forecasts,7%2C%20365%20days%20a%20year](https://www.metoffice.gov.uk/services/transport/road/independent-gritting#%3A~%3Atext%3DOpenSite%E2%84%A2%20features%26text%3DColour%20coded%2024%2Dhour%20forecasts%2C7%2C%20365%20days%20a%20year)
	3. The Contractor will use a Road Surface Temperature **(RST)** forecast as predicted from the Met Office OpenSite website or app to inform when gritting is required.
	4. The Contractor will carry out gritting services to all specified sites between the hours of **12.00 am and 07.00 am** when the RST Forecast advises that surface temperatures are to drop below 0oc to minimise the risk of frost or ice forming on surfaces
	5. The Contractor must use salt no larger than 6mm in size, which breaks down

into smaller grains quite easily. Salt will then start to work once it touches the road surface; however, traffic can help break down the salt more quickly, which aids dissolution.

* 1. The specified surfaces are to be treated prior to any expected snowfall.
	2. Bridges or Sensitive Areas are to be sprayed with Potassium Acetate.
	3. The Contractor will grit all specified footpaths and areas not accessible by a vehicle

 with suitable spreading equipment or by hand, as required.

* 1. The Contractor shall grit all specified surfaces where accessible with a

 suitable gritting vehicle designed for the works entailed.

* 1. The Council may request additional gritting services during working hours at various locations, including those listed in **Appendices D & E,** as required within the Breckland District.
	2. In accordance with Met Office Opensite data, the Contractor will provide the Council with real-time access to gritting records, online portals, or tracking systems that specify when and where gritting services have been performed to include the relevant Regional Forecast Zones.
	3. For height-restricted or barrier-controlled car parks, the Council will provide a set of keys or codes for the padlocks. These keys need to be kept safe and signed in and out by the Contractor and returned at any time upon request by the Council. It is the responsibility of the Contractor to ensure the car parks are left secure after gritting.
	4. The Gritting Service covers 33 sites across the Breckland District as detailed in Appendices D and E.

# **Snow Clearing Services**

* 1. The Contractor shall provide snow clearing services as needed, to The Council's main offices as listed below and shown in Appendix D and E: -
* Elizabeth House, Walpole Loke, Dereham, NR19 1EE
* Breckland Business Centre, St Withburga Lane, Dereham, NR19 1FD
* Breckland Business Centre, St Nicholas Street, Thetford, IP24 1BT
	1. All entrance footpaths and car parks must be cleared of snow, as instructed, in order to preserve open access for Council employees and members of the Public during the business hours of 08:00 hrs to 18:00 hrs.
	2. All snow cleared from each site can be distributed on site safely and away from the cleared areas.
	3. The Council may request snow clearance at any other locations as required within the Breckland District during the working hours of 08:00 am and 17.00 hrs.

# **Supervision and Summary of Requirements:**

* 1. A Supervisor is to be provided for the contract term, and their names and contact details are to be provided to the Council's Representative at the commencement of the contract. The Supervisor(s) listed within the contract must be contactable, empowered to manage the staff on site and deal with any on-site issues daily that may arise.

# **Mandatory Requirements**

* 1. The Council reserves the right to check accreditations and memberships where applicable to this contract.
	2. The Contractors’ vehicles must be branded with the company logos. **An example is to be provided** **with the submission**.
	3. The Contractor must ensure that they can **meet the requirements and all elements of the specification**.
	4. The Contractor must have a **business continuity plan** in place, and **a copy is to be provided with the submission**.
	5. The Contractor will notify and share information at all times in relation to all works completed on a daily basis, providing the Council with access to systems evidencing live data and weather reports, sites visited, and works undertaken.

# **Response Times**

* 1. Ad hoc Gritting and Snow Clearance are to be executed within **2 hours (120 minutes)** of receiving the initial instruction to attend the site
	2. Ad hoc instructions will be issued via verbal and written communication to the nominated Supervisor or the preferred communication channel, with a Purchase Order being provided, where applicable.

**Appendix B – Terms and Conditions for Contract for Services**

1. Interpretation
	1. In these terms and conditions:

“**Agreement**” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Appendices;

“**Award Letter**” means the letter from the Customer to the Supplier printed above these terms and conditions;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

“**Charges**” means the charges for the Services as specified in the Award Letter;

“**Confidential Information**” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

"**Connected Person**" has the meaning given to it in Schedule 6 of the PA 2023;

“**Custome**r” means the person named as Customer in the Award Letter;

"**Debarment List**" means the list referred to under section 2 of the PA 2023;

"**Discretionary Exclusion Ground**" means one of the grounds given in Schedule 7 of the PA 2023;

“**Expiry Date**” means the date for expiry of the Agreement as set out in the Award Letter;

“**FOIA**” means the Freedom of Information Act 2000;

“**UK GDPR**” means the UK General Data Protection Regulation;

“**Information”** has the meaning given under section 84 of the FOIA;

“**Key Personnel**” means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;

"**Mandatory Exclusion Ground**" means one of the grounds given in Schedule 6 of the PA 2023;

“**Party**” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;

“**Personal Data**“ means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;

"**PA 2023**" means the Procurement Act 2023;

“**Purchase Order Number**” means the Customer’s unique number relating to the supply of the Services;

“**Request for Information**” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“**Services**” means the services to be supplied by the Supplier to the Customer under the Agreement;

“**Specification**” means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“**Staff**” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

“**Staff Vetting Procedures”** means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;

“**Supplier**” means the person named as Supplier in the Award Letter;

“**Term**” means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;

“**VAT**” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“**Working Day**” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

* 1. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.

## Basis of Agreement

* 1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## Supply of Services

* 1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier

shall:

* + 1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
		3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
		4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. all equipment, tools and vehicles and other items as are required to

provide the Services.

* 1. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

## Term

* 1. The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
	2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## Charges, Payment and Recovery of Sums Due

* 1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
	3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
	6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
	7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
		3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
	9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## Premises and equipment

* 1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier, or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## Staff and Key Personnel

* 1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
	2. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	3. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
	4. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
	5. The Supplier shall promptly notify the Customer in writing if:
		1. any of the Staff or a Connected Person is placed on the Debarment List;
		2. a Mandatory Exclusion ground or Discretionary Exclusion Ground applies to any of the Staff or a Connected Person.

## Assignment and sub-contracting

* 1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.

## Intellectual Property Rights

* 1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Customer:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
			2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
	4. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## Governance and Records

* 1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## Confidentiality, Transparency and Publicity

* 1. Subject to clause 11.2, each Party shall:
		1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. a confidential basis, to its professional advisers;
		4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under on the Bribery Act 2010;
		5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
		6. where the receiving Party is the Customer:
			1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
			2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
			3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
			4. in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
	2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## Freedom of Information

* 1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## Protection of Personal Data and Security of Data

* 1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the UK GDPR and both Parties shall duly observe all their obligations under the UK GDPR which arise in connection with the Agreement.
	2. Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the UK GDPR) the Supplier shall:
		1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the UK GDPR;
		2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the UK GDPR;
		3. promptly notify the Customer of:
			1. any breach of the security requirements of the Customer as referred to in clause 13.3; and
			2. any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer’s obligations under the UK GDPR.

13.2.5 consider their data protection obligations and appoint their own Data Protection Officer where required.

* 1. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

## Liability

* 1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
		2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
			1. loss of profits;
			2. loss of business;
			3. loss of revenue;
			4. loss of or damage to goodwill;
			5. loss of savings (whether anticipated or otherwise); and/or
			6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
		4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## Force Majeure

* 1. Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## Termination

The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

* 1. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier if it considers that a termination ground listed in section 78(2) of PA 2023 applies. A notice of an intention to terminate under this clause must:
		1. set out which termination ground the Customer considers applies pursuant to section 78(2) of the PA 2023 together with the Customer's reasons for deciding to terminate on this basis;
		2. invite the Supplier to make representations to the Supplier about the existence of the termination ground and the Supplier's decision to terminate;
		3. specify the means by which, and the time by which, such representations must be made;
		4. if the ground relates to a sub-contractor provide the Supplier with an opportunity to replace the sub-contractor;
		5. and on expiry of the time for the Supplier to make representations under sub - clause 16.2.3, if, after considering any representations, the Customer is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control or any changes to a Connected Person.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data to the Customer as soon as reasonably practicable.

## Compliance

* 1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with (where appropriate), the provisions of:
		1. the Official Secrets Acts 1911 to 1989; and
		2. section 182 of the Finance Act 1989.

## Prevention of Fraud and Corruption

* 1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
	2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## Dispute Resolution

* 1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
	3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## General

* 1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

* 1. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	2. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
	3. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
	4. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
	5. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	6. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## Notices

* 1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
	2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
	3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## Governing Law and Jurisdiction

* 1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## Modern Slavery

* 1. The supplier undertakes, warrants represents that:
		1. Neither the Supplier of any of its officers, employees, agents or subcontractors has:
			1. Committed an offence under the Modern Slavery Act 2015
			2. Been notified that it is subject to an investigation relating to an alleged MSA offence of prosecution under the Modern Slavery Act 2015; or
	2. Is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015
	3. It shall comply with the Modern Slavery Act 2015

## Insurance

* 1. The Supplier shall take out and maintain at all times the following insurance policies:
		1. employer’s liability insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident; and
		2. public liability insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident;

**Appendix C - Evaluation Criteria Methodology**

All Quotations will be scored out of 100, split into two main criteria: quality and price. The number of points available from the price and quality criteria is determined by the importance of these criteria to the goods, services or works being purchased and is dependent on the risk and value of the contract to be awarded.

**Quality – 40%**

The quality response is broken down into **3** questions, which have a total weighting of **40%**, so the maximum score would be **40** points. The evaluation methodology for each quality question can be seen underneath each question.

**Price – 60%**

Price has a total weighting of **60%**, therefore, the maximum marks available for this part of the RFQ will be **60** and will be awarded to the lowest price submitted by the potential Supplier. The remaining Suppliers will receive marks on a pro-rata basis from the cheapest to the most expensive price.

The calculation used is the following:

Score = ((Lowest quotation Price/Quotation Price) x 60) (Maximum available marks)

For example, if three quotation responses are received and Supplier A has quoted £3,000 as their total price, Supplier B has quoted £5,000, and Supplier C has quoted £6,000 then the calculation will be as follows:

* Potential Supplier A Score = (£3000/£3000) x 60) (Maximum available marks) = 60
* Potential Supplier B Score = (£3000/£5000) x 60) (Maximum available marks) = 36
* Potential Supplier C Score = (£3000/£6000) x 60) (Maximum available marks) = 30

Scores out of 10 will be adjusted for weighting to give the overall score.