



INVITATION TO TENDER

FOR

**The supply of EE mobile voice and data services for The
Peak District National Park Authority (PDNPA)**

02 March 2018

Return Date: 12 Noon 22 March 2018

Information and Instructions

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2 Solution Overview

We at the Peak District National Park Authority (PDNPA) are looking to appoint a supplier to provide mobile telephony services to replace the existing service contracts now due for renewal. Through a formal exception process in place, we intend to retain mobile services through the EE network, but are using this open Invitation to Tender (ITT) to select a supplier and the specific types of EE services to procure. Through an in-house assessment process we have determined that EE provides the best overall coverage in the rural areas of the Peak District National Park, and particularly at our main sites of operations within the park. This is also set to improve further as the Emergency Services Network (ESN) implementation progresses.

The Authority has a mix of telephony requirements, ranging from a number of 'simple' mobile handsets with voice/SMS services only, to a number of 'smart' mobile handsets that require voice/SMS services as well as mobile data services. This ITT is for the provision of those services and is not to include replacement of the handsets at this time. A separate appropriate procurement process will take place in the future at such time as the current handset hardware requires replacement, though any hardware fund (or similar) would be taken in to account at the time that this hardware replacement is necessary and is therefore considered as part of the assessment criteria for this ITT.

Detailed requirements can be found in [section 4](#).

3 Tendering Conditions

In order for the suppliers' tenders to receive proper consideration, it is important that the following conditions are met. Failure to meet any of the requirements may result in disqualification from the tendering process.

3.1 Timetable

Event	Completion Date
Invitation to Tender issued	02 March 2018
Proposal submission deadline	12 noon 22 March 2018
PDNPA tender assessment and scoring (may include clarification questions with suppliers)	w/c 26 March 2018
Supplier selection finalised	03 April 2018

3.2 Submission of Tender Responses

All ITT responses are to be submitted electronically by email to Philip Naylor (Chief Finance Officer and Head of Finance) by using the email address:

Tenders@peakdistrict.gov.uk

Note: other recipients must not be included on the tender submission email. Email submissions must be 10Mb or less in size (but submissions can be split into multiple emails clearly stating part numbers and total number of parts on each email, if required).

If you wish to send a copy of your tender by post then please return in a sealed plain envelope using the return label in [Appendix 5](#).

Please refer to [Appendix 4](#) (Tender Submission Conditions).

Please also complete and return details in [Appendix 1](#), [Appendix 2](#) and confirmation of acceptance of [Appendix 3](#).

3.3 Tender Evaluation Criteria

Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any Tender that scores “Fail” against any of these requirements may be deemed non-compliant and rejected without further evaluation.

- Completion of Tender questionnaire details at [Appendix 1](#);
- Provision of Declaration of Non-Collusion at [Appendix 2](#);
- Acceptance of terms and conditions of contract at [Appendix 3](#);
- Acceptance for the Tendering Submission Conditions at [Appendix 4](#).

The successful Tenderer will be selected based on an evaluation using the criteria set out below which align to the required headings for the proposal as set out above:

- Price (36% of the total score value);
 - The Tenderers score for price is out a maximum score out of 45 made up from two criteria of capital and revenue costs worth 20 and 25 points (being split as Capital costs and Revenue costs) respectively.
- Quality criteria (64% of the total score value):
 - Architecture and design of solution
 - Sustainability and scalability
 - Implementation, service migration and project planning
 - Security and management

Tenderers scores for Quality and Price will then be added together to produce an overall score and the Tenderer with the highest overall score will be awarded the contract. Rejected or eliminated tenders will not be scored.

Criteria	Summary	Scoring
Up-Front, one-off or other setup costs (Capital Price)	Total costs for any setup and implementation including (but not limited to) software purchasing (if not licenced on a revenue basis). Assessment will ultimately consider the preferred option from each response to allow for the potential for different solutions and services to be proposed that meet the brief. Any discount offer or similar feature that is based on total contract term or price (i.e. not on a per connection basis) will be taken into account as a part of this assessment criterion.	20 (16%)
Revenue costs and on-going operational costs (Revenue Price)	Total expected (calendar) monthly costs. May include, but not limited to; sim tariffs, support and/or management, software and/or any other licencing that may be required as part of the supplied proposal. Assessment will ultimately consider the preferred option from each response to allow for the potential for different solutions and services to be proposed that meet the brief. Any “tech fund”, “connection credit” or other discount offer that is based on per connection uptake will be taken into account as a part of this assessment criterion.	25 (20%)
Solution architecture and overall design (Quality Question 1)	Solution design to meet the brief, providing connectivity for each of the types of users.	0-5 Multiplier: 4 Max: 20 (16%)

Ongoing sustainability and Scalability (Quality Question 2)	On-going support and processes in place to minimise service disruption, respond quickly to faults for both use of services as well any financial and/or reporting support requirements. Flexibility to upgrade or downgrade (if applicable) connections, tariffs and/or included features should usage requirements vary. Flexibility to add additional connections and services to the overall account should our needs change during the contract term. Risks and costs for services at the end of contract terms (i.e. pricing changes and/or rolling capability of tariffs).	0-5 Multiplier: 4 Max: 20 (16%)
Implementation, service migration and project planning (Quality Question 3)	Details for how a smooth transition will be delivered from existing services to the chosen solution including details for implementation planning with high level timeframes.	0-5 Multiplier: 3 Max: 15 (12%)
Security and Management (Quality Question 4)	Evaluation of MDM provisions proposed and ease of overall management of devices from a centralised in-house IT function. Ability of MDM solution to meet each requirement specified in section 4.3 – 4C. Reporting capabilities and financial processing and administration during contract terms.	0-5 Multiplier: 5 Max: 25 (20%)
Total score possible is 125 (100%)		

Criteria	Weighting	Evaluation Criteria
Price		
Capital Price	16%	20 x (Lowest Tender Price)÷(Tenderer X's Price)
Revenue Price	20%	25 x (Lowest Tender Price)÷(Tenderer X's Price)
Quality		
Quality Question 1	16%	4 x score (see table below)
Quality Question 2	16%	4 x score (see table below)
Quality Question 3	12%	3 x score (see table below)
Quality Question 4	20%	5 x score (see table below)

Quality Question responses will each be marked against the following scoring methodology

0	The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.
1	There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer's experience and capability.
2	The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer's experience and capability.

3	<p>The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer’s experience and capability.</p>
4	<p>The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a good level of confidence in the Tenderer’s experience and capability.</p>
5	<p>As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and / or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer’s experience and capability.</p>

4 Requirements

4.1 Introduction and Background

The PDNPA currently utilises a number of SIM services across a range of staff and teams within the Authority. These services are currently supplied by EE directly with the account number **15634578** and include the following:

- Voice only connections – 39 sim cards
 - largely used for remote and lone worker protection with little actual use in practice
 - Currently using a legacy “GPS - All Inclusive 42V – Normal” tariff for voice/SMS (inclusive 42 minutes and 11 SMS)
 - Currently using Samsung GT B2710 handsets
 - Tariff unit cost is £3 PCM
- Data only connections – 2 dongles + 10 data loggers
 - Data dongles used for ad-hoc connectivity as and when required (such as whilst travelling, or ad-hoc working in locations with no other form of connectivity). One dongle has unlimited 3G data usage allowance and one with 8GB 3G per month.
 - Data loggers contain sim cards in order to transmit data from the device to a central collection point (traffic counters for example)
 - Data loggers tariff unit cost is £5.25 PCM whilst the USB dongles cost £15.33 and £8 PCM respectively
- Voice and Data connections – 88 sim cards
 - Staff with smart phones using voice/SMS and internet services (currently these sim’s have 1GB data bundles included).
 - Currently using a legacy “GPS - All Inclusive 42V – Normal” tariff for voice/SMS (inclusive 42 minutes and 11 SMS)
 - Currently using Samsung J3 handsets
 - Voice and data tariff unit cost is £10.50 PCM

The current provisions mean that we have 100 connections requiring data and 127 connections requiring voice (of this 127, 88 are within the 100 connections requiring data).

4.1.1 Connections within Contract Term

Although the majority of connections are now ‘out of contract’ and on rolling monthly services, there are 15 connections that are still within contract terms with end dates ranging from Nov 2018 to Oct 2019. These connections were ad-hoc additions after the initial services were implemented due to staffing changes and variations in requirements over the last couple of years. Ideally we would aim to migrate (buy out) these connections with the rest of our mobile services to retain a consistent supply with a single supplier. If, however, the costs for this become prohibitive, we will exclude these connections from this procurement process and retain them with the current supplier until the end of their contract terms.

The following table shows the types of connections with their associated contract end dates:

Contract End Date	User Type
11/10/2019	Simple (£3 PCM)
11/10/2019	Simple (£3 PCM)
02/03/2019	Simple (£5 PCM)
02/03/2019	Simple (£5 PCM)
02/03/2019	Simple (£5 PCM)
23/07/2019	Smart (£10.50 PCM)
23/03/2019	Smart (£10.50 PCM)
11/12/2018	Smart (£10.50 PCM)
01/12/2018	Smart (£10.50 PCM)
01/12/2018	Smart (£10.50 PCM)
15/11/2018	Smart (£10.50 PCM)

4.2 Overview

The current provisions largely meet the needs of the organisation, though on occasion there is usage above the 1GB data bundle from a few of the smart phone users that incurs charges above the normal monthly bundle tariffs. Whilst these additional charges are relatively low and infrequent, there is a desire to improve the service provision to prevent the need for out of tariff charges if this doesn't increase the overall cost of the tariffs beyond the cost of these out of tariff charges. In addition it is anticipated that mobile data needs will increase over time as more field based technology is used.

Please find published alongside this ITT an extract (Titled Aug-Oct_2017_PDNPA_Mobile_Usage_Anonymised.xlsx) showing 3 months' worth of usage/billing. This 3 month extract is typical for usage throughout the year and can be used as a baseline for any analysis of our overall usage and needs. Please take note that the billing extract has slightly fewer connections than described above as a few sim only (rolling monthly) connections have been created since that extract.

As a part of this Tender process, we would like to consider three optional enhancements to the current provisions. The first of these is to include an option for shared data across the connections requiring data (i.e. a pool of 100GB that each connection can use). The second would be to increase the data bundles to include a 2GB monthly allowance instead of a 1GB monthly allowance. Finally, the third optional enhancement would be to introduce an appropriate Mobile Device Management (MDM) application to allow a greater control and level of security for our smart devices. Further details for these requirements can be found in [Section 4.3](#) below.

Note: due to natural staff changes the volume of connections may vary slightly up or down by the time orders are raised.

4.3 Requirements

In responding to this ITT, please provide a tender showing how you would provide the following services detailed below as a part of a 2 year contract. In the provision of these services you must be able to port our existing phone numbers into your supply (and you should include a clear statement in your response for how this would be achieved in practice).

1. Please provide details, including a clear cost breakdown for the provision of:
 - a. 39 connections on the EE network with a suitable voice/SMS package only
 - b. 88 connections on the EE network with a suitable voice/SMS package and 1GB monthly 4G data allowance
 - c. 10 connections on the EE network with no voice/SMS package but 1GB monthly 4G data allowance
 - d. 2 USB data dongles on the EE network with no voice/SMS package and one dongle with 8GB monthly 4G data allowance and one dongle with unlimited (or highest cap if you do not have an unlimited package) monthly 4G data allowance
2. Please provide details, including a clear cost breakdown for the provision of:
 - a. 39 connections on the EE network with a suitable voice/SMS package only
 - b. 88 connections on the EE network with a suitable voice/SMS package and 2GB monthly 4G data allowance
 - c. 10 connections on the EE network with no voice/SMS package but 1GB monthly 4G data allowance
 - d. 2 USB data dongles on the EE network with no voice/SMS package and one dongle with 8GB monthly 4G data allowance and one dongle with unlimited (or highest cap if you do not have an unlimited package) monthly 4G data allowance
3. Please provide details, including a clear cost breakdown for the provision of:
 - a. 100 connections on the EE network with the ability to share a monthly 'pool' of 100GB data allowance
 - b. 88 of the connections detailed in 3.a. to also include a suitable voice/SMS package
 - c. A further 39 connections on the EE network with a suitable voice/SMS package only
4. For each item listed above (1-3) please also include details for:
 - a. Any additional costs that may be incurred with your chosen tariffs (such as out of tariff usage, usage abroad, multimedia messaging etc.) as well as details for caps that can be applied to limit out of tariff charges.
 - b. Unit costs (for the purposes of adding additional connection to the service over time as requirements change).
 - c. 88 MDM licences to allow the following controls:
 - i. Centralised (by our In-house IT function) management of device encryption for each of our Smart Phones
 - ii. Centralised ability to lock and wipe devices (i.e. in the case of loss or theft)
 - iii. Centralised ability to remove (uninstall) apps from mobile devices and block these apps from future install (either for specific devices or across all devices)
 - iv. Centralised ability to install apps on specific devices, or across all devices
 - v. Optionally may also require anti-virus and web filtering capabilities if possible
 - d. Capability and ease of reporting usage and managing cost coding across each connection
 - e. Support provisions including scope and service levels
 - f. As described in [section 4.1.1](#) please include optional costs for 'buying out' the 15

connections that still have a live contract (we will decide whether to buy these connections out, or leave these connections with the existing supplier and so this component is not part of the selection assessment within this ITT but is requested in order to inform that decision).

Appendix 1 – Tender Questionnaire: Company and Compliance Information

Please provide the following information:

1. Name, address and registered number of the company.
2. Names and addresses of any sub-contractors to be engaged on the contract.
3. Details of the company's professional indemnity insurance, employer's liability insurance and public liability insurance in accordance with **Clause 12** (Appendix 3).
4. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
5. Has your organisation or any of its Directors or Executives been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive in the last 3 years? If so, please provide details.
6. A copy of the company's sustainability policy.
7. In the last 3 years has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal; Employment Appeal Tribunal or any other court? If so, please provide details.
8. Are you able to provide a copy of your audited accounts for the last two years, if requested?
9. Have you failed to complete a contract on time or suffered a successful claim for damages (or had damages deducted) or had a contract terminated? If so, please provide details.
10. Have you received any court action against you (or where court action is outstanding) in the last 3 years? If so, please provide details.
11. Relevant experience and contract examples: Please provide details of two contracts that are relevant to this requirement

Appendix 2 – Declaration of Non-Collusion

To: Peak District National Park Authority

The essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not and will not (either personally or by anyone on my/our behalf):-

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tenders, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer or other employee of the Authority in connection with the award of this or any other Authority contract or tender.
5. Offer, give or agree to give any inducement or reward in respect of this or any other Authority contract or tender.
6. Commit any offence neither under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972.

Signed (as in Tenders) duly
authorised to sign

.....

For and behalf of

.....

Date

.....

Appendix 3 - PDNPA Standard Terms and Conditions

1. Definitions

- A. 'Account Manager' means the manager assigned by the Supplier to supervise the Services;
- B. 'Authorised Officer' means an officer of the Authority, who shall be notified to the Supplier, or his or her replacement;
- C. 'Authority' means the Peak District National Park Authority, Aldern House, Baslow Road, Bakewell, Derbyshire;
- D. 'Contract' means the legally binding agreement between the Authority and the Supplier consisting of the ITT, the Tender Return, these Conditions and other documents (or parts thereof);
- E. 'Conditions' means these terms and conditions;
- F. 'Contract Period' means the duration of the Contract as set out in the Contract;
- G. 'Force Majeure Event' means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, severe weather event which would result in a reasonably prudent party not being able to continue and complete their obligations under the Contract;
- H. 'Invitation to Tender or ITT' means this invitation to tender;
- I. 'Purchase Order' means the document setting out the Authority's requirements pursuant to the Contract;
- J. 'Services' means the services and supplies to be provided as specified in the Contract and any Purchase Order, being the supply of telephony software and associated services and shall, where the context so admits, include any materials, articles and goods to be supplied;
- K. 'Sites' means the location(s) where the services are to be performed, as specified in the Contract and Purchase Order;
- L. 'Specification' means the specification of Services referred to in the Invitation to Tender.
- M. 'Supplier' means the person(s), firm or company to whom the Contract is awarded;
- N. 'Tender Return' means the responses to the Invitation to Tender;
- O. 'Programme of Delivery' means the programme for the Services provided by the supplier in the Tender agreed by the Authorised Officer on award of the Contract

2. Performance of Contract

- A. The Supplier agrees that at all times it will supply the Services and perform the Contract in compliance with the following conditions:
 - i. The Supplier shall perform his obligations and functions in compliance with these Conditions (and any authorised modifications) and supply the Services in a manner consistent with the Contract documents and to the entire satisfaction of the Authority and in any event with all the reasonable skill care and diligence that would be expected of a qualified competent and experienced person supplying the Services.
 - ii. The Supplier shall notify the Authority as soon as practicable and in any event within 24 hours if the Supplier is unable to supply the Services or perform any of its obligations under the Contract.
 - iii. The Supplier shall be responsible for any loss or damage caused by the Supplier's negligence or lack of care.
 - iv. Except where specified to the contrary in the Contract documents all services, licences and material supplied under the contract are to comply with the latest British Standard specification and shall be fit for purpose.
- B. The Supplier is deemed to have fully understood the Authority's current hardware and software environment before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied themselves in relation to all matters connected with the Services.
- C. The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Sites without obtaining the Authority's prior consent.

3. Equipment

- A. The Supplier shall at all times at its own cost provide in good and serviceable repair, such equipment, vehicles and materials as is necessary for the proper performance of the Contract and the supply of the Services and shall at all times be fully responsible for licensing fees, taxes and insurances required in connection with such equipment.

4. Supplier's Personnel

- A. The Supplier must ensure that the persons responsible for completing work tendered for have the necessary experience and skills as outlined in the Specification.
- B. The Supplier shall take the steps reasonably required by the Authority to prevent unauthorised persons being admitted to the Sites. If the Authority gives the Supplier notice that any person is not to be admitted to or is to be removed from the Sites or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Authority the Supplier shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.
- C. If and when instructed by the Authority, the Supplier shall give to the Authority a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.
- D. The decision of the Authority as to whether any person is to be admitted to or is to be

removed from the Sites or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

5. Variation of Contract

- A. No variation of Contract shall be valid or have any effect unless it is agreed in writing and signed by the Authority. No other variations to the Contract shall be accepted or paid by the Authority.
- B. The Authorised Officer may from time to time require variation to any part of the Services that for any other reason shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Services and changes in quality, form, character, kind, timing, method or sequence of the Services. All such variations will be recorded and agreed as part of the project implementation quality control procedure.
- C. Where any such variation of the Services made in accordance has affected or may affect the costs incurred by the Supplier in providing the Services, the Supplier will notify the Authority in writing of the effect which it may have on the price set out in the Contract and such notification shall be considered by the Authority, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the service) and may authorise such alteration to the Price in accordance with the provisions of the Contract. For the avoidance of doubt, no variations of the Services or Price are permitted unless they are agreed by the Authorised Officer in advance.

6. Payment

- A. On completion of the Contract or periodically as agreed and pursuant to a Purchase Order (and provided that the Supplier shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Authority) the Supplier may submit to an invoice ('Invoice') for the sum due to him in respect of that Order.
- B. Subject to **Clause 6(a)** the invoice shall be paid within thirty (30) days of its receipt.

7. Value Added Tax

- A. All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

8. Assignment and subcontracting

- A. The Authority shall be entitled to assign or transfer the benefit of the Contract.
- B. The Supplier shall not assign the Contract or any part or it or any benefit or interest within in (including subcontracting) without the written consent of the Authority. Such consent does not relieve the Supplier from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-contractor, its agents, servants or workmen as fully as if they were acts defects or neglects of the Supplier and (subject to the limit of liability in Clause 11) the Supplier shall indemnify and keep indemnified the Authority from and against any costs claims demands and liabilities howsoever arising out of or in respect of any breach by any sub-contractor its agents servants or workmen.

9. Health and Safety

- A. The Supplier will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract.

10. Agency

- A. The Supplier is not and shall not in any circumstance hold itself out as being the agent of the Authority.

11. Liability

- A. Neither party excludes or limits its liability to the other party for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation. The liability of the Supplier in contract, tort (including negligence) or otherwise arising shall be limited to the aggregate amounts for the Services paid by the Authority to the Supplier in any twelve month period. The maximum and only liability of the Supplier for loss and damage to tangible property owned by the Authority shall be for that caused by the negligence of the Supplier or its employees (acting in the course of their employment) and shall not exceed five hundred thousand pounds (£500,000). In no event shall the Supplier have any liability to the Authority in contract, tort (including negligence) or otherwise arising for, and the Authority hereby waives and releases any claims it might otherwise have to be compensated in respect of, any of the following:
 - i. loss of revenue, loss of profit, loss of goodwill, loss of reputation, loss of anticipated savings, loss of business, loss of contracts;
 - ii. (any indirect, special or consequential loss or damage; and
 - iii. for any loss or damage suffered by the Authority as a result of an action brought by a third party, even if the party on whose part liability is alleged has been advised of the possibility of such losses or damages. In no event shall the Supplier have any liability for non-provision or delay in the provision of the Services which can be reasonably attributed to the acts or omissions of the Authority, its employees, sub-contractors or agents; and/or occurs during any period of scheduled maintenance. Both parties shall use their reasonable endeavours to mitigate any loss, damage, liability, expenses and costs suffered by them.

12. Insurance

- A. The Supplier shall have in force and shall require any sub-contractor to have in force:
 - i. Employer's liability insurance in accordance with any legal requirements for the time being in force, and
 - ii. Public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £5 million for any one incident and unlimited in total, unless otherwise agreed by the Authority in writing.
 - iii. Professional Indemnity (PI) Insurance in the sum of not less than £5 million.

- B. The Supplier shall be liable for and insure and procure any sub-contractor to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Supplier or person for whom the sub-contractor is responsible.

- C. The Supplier shall, prior to the commencement of the Contract supply the Authority with copies of all insurance policies, cover notes, premium receipts if reasonably required.
- D. In the event that the Supplier is in breach of this **Clause 12** the Authority shall be at liberty to obtain such insurance as is required at the cost of the Supplier (payable on demand).

13. Bribery and Corruption

- A. The Supplier warrants and undertakes to the Authority that:
 - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Anti-Bribery Law”);
 - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
 - iii. it will comply with the Authority’s anti-bribery policy as may be amended from time to time, a copy of which will be provided to Supplier on written request;
 - iv. it will procure that any person who performs or has performed services for or on its behalf (“Associated Person”) in connection with this Agreement complies with this **Clause 13**;
 - v. it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this **Clause 13**;
 - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
 - vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this **Clause 13** and will provide any information reasonably requested by the Authority in support of such compliance;
 - viii. It shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- B. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 14**.

14. Termination

- A. Either party shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a “Termination Notice”), such events being:
 - i. In the Supplier’s case only the failure to perform the obligations under **Clause 2** of this Section;
 - ii. Any breach by either party of any other provision of the Contract;
 - iii. Either party being treated as insolvent.
- B. A Termination Notice shall be in writing.
- C. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract
 - i. The Authority shall be under no obligation to make any further payments to the Supplier and shall be entitled to retain any payments which may have fallen due to the Supplier before termination until the Supplier has paid to the Authority all sums due under this Contract.

15. Force Majeure

- A. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
 - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and
 - ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
 - iii. The party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.

- B. If the Supplier is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Supplier for the duration of the Force Majeure Event to the extent the Supplier is unable to supply the Services as a result thereof and shall be entitled to obtain services the same as or similar to the Services from any third party during such period that the Force Majeure Event continues and the Supplier shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Supplier under the Contract.

16. Defects Liability

- A. Upon the completion of the supply of the Services the Supplier shall notify the Authorised Officer and the Authorised Officer shall notify that the Services have been performed satisfactorily.

- B. In the event that the Authorised Officer cannot so notify the Supplier shall take such action as shall be required by the Authorised Officer (including but not limited the removal and replacement of such Material).

17. Notices

- A. Notices should be served upon the Authority for the attention of the Head of Law, Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE.

18. Arbitration and Governing Law

- A. All disputes under this Contract shall be settled by arbitration under the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single Arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Arbitrators.

- B. The Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

19. Observation of Statutory Requirements

- A. Each party shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the performance of the Contract.

20. Equality

- A. As a local authority the PDNPA is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
 - i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
 - iii. Foster good relations between people who share a protected characteristic and those who do not.

The Authority's [Equalities Policy and Action Plan](#) are available on its website. The Supplier shall not unlawfully discriminate in any way which is in conflict with that policy, and shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

21. Warranty

- A. The Supplier and the Authority warrant their power to enter into the Contract and have obtained all necessary approvals to do so.

22. Confidentiality and data protection

- A. Each party shall keep secret and not disclose (and shall procure that its employees, servants, agents and sub-contractors keep secret and not disclose) any information of a confidential nature obtained by it by reason of the Contract, except information which is in the public domain otherwise than by reason of a breach of this Condition.
- B. The expression "any information of a confidential nature" includes the identity of any person and includes information about any of their affairs, whether or not their identity is, or their affairs are, in the public domain.
- C. Data Protection. To the extent that the Supplier is a data processor under the Contract of data in respect of which the Authority is the data controller, it is agreed that
 - i. The Supplier may only use the data on the instruction of the Authority. The data cannot be used for the Supplier's own purposes other than fulfilling its obligations under the Contract.
 - ii. The Supplier shall comply with the security measures required by the seventh data protection principle in part 1 of schedule 1 to the Data Protection Act 1998 (as interpreted by paragraph 9 of part 2 of that schedule).
 - iii. The Supplier shall, upon request, demonstrate to the reasonable satisfaction of the Authority the security and related organisational measures operated by the Supplier and as applied to the Contract.
 - iv. The Supplier shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

23. Freedom of Information Act 2000 and Transparency Code

- A. The Supplier acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Transparency Code").
- B. The Supplier agrees that, in advance of the award of Contract, it shall agree with the Authority the nature of procurement and contract information that may be disclosed to the public (subject always to the Authority's obligations to disclose under the FOIA and EIR).
- C. The Supplier shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Transparency Code. The Supplier shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- D. The Supplier acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government and that the details of the Contract will be published on the Authority's Contracts Register in accordance with the Code.

24. Rights and Duties Reserved

- A. For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Authority's rights or powers duties and obligations in the exercise of its functions as a local authority for the enforcement of or pursuance of any enactment by-law or regulation for the time being in force.

25. Audit

- A. The Supplier shall keep and maintain until 5 years after the Contract has been completed accurate records relating to the provision of the Contract in such form as the Authority may from time to time specify of all expenditures which are reimbursable by the Authority and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Authority on a time charge basis. The Supplier shall on request afford the Authority or his representatives such access to those records as may be required by the Authority in connection with the Contract.

26. Retention

- A. Payments will be made for the amount of work completed, according to the rates and prices submitted in the tender and referred to in the Contract.

27. Conditions

- A. The Conditions and all other conditions contained in the Tender documentation shall take precedence over all other terms and conditions provided by a Supplier (including any terms and conditions which a Contractor purports to imply under any confirmation of order, specification or other document).
- B. No terms and conditions endorsed on, delivered with or contained in a confirmation of order, specification or other document provided by the Supplier shall form part of the Contract.

28. Programme Delivery

- A. The Supplier shall at all times deliver the Services in accordance with the timescales set out in the Programme for Delivery and shall promptly notify the Authorised Officer in the event that it becomes aware of any delay or likely delay in such delivery.

29. Defects liability

- A. The defects liability period ("the Defects Liability Period") in respect of the equipment supplied pursuant to the Services shall be as set out in the Contract.
- B. The Authority shall have the right at any time during the Contract Period and the Defects Liability Period, to inspect any equipment supplied, make representations and require remediation in accordance with the Conditions.

30. Liquidated Damages

- A. In the event that the Services are not completed by the date agreed in the Programme of Delivery (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority) the Supplier shall be liable to pay on demand to the Authority in liquidated damages at a rate, and in a form as may be set out in the Contract.

Appendix 4 – Tendering Conditions for Invitation to Tender (ITT)

In order that suppliers' proposals may receive proper consideration, the following conditions will apply:

1.1. Submission of tender documents

- 1.1.1. Tenders to be received by the time and date specified within the timetable detailed within this invitation to tender ("the Tender Return Date") marked for the attention of the **Chief Finance Officer** either at the address below ([Appendix 5](#)) or electronically by emailing Tenders@peakdistrict.gov.uk. Only the following should be in the subject line of the email: "TENDER RETURN: The supply of EE mobile voice and data services for The Peak District National Park Authority (PDNPA)".
- 1.1.2. Tender documents received late, i.e. after the specified date and time, will not be considered. (Note: proof of posting/sending will not be accepted as proof of delivery).
- 1.1.3. Tender responses should be emailed as per instructions contained within this ITT, or be placed in a sealed envelope using the pre-paid label to be found in [Appendix 5](#). No name, mark or wording, which might indicate the sender should appear on the cover of this envelope and other recipients must not be included in email submissions.
- 1.1.4. Tender Returns will be accepted from any operator, whether or not they have registered their interest in the Invitation to Tender.
- 1.1.5. Electronic submission of tenders
 - 1.1.5.1 **IT IS THE TENDERER'S RESPONSIBILITY TO ENSURE THAT ITS TENDER COMPLIES WITH THE SUBMISSION REQUIREMENTS SET OUT BELOW AND IS RECEIVED BY THE AUTHORITY BY THE DATE AND TIME SET OUT BELOW. THE AUTHORITY ACCEPTS NO RESPONSIBILITY FOR ANY PROBLEMS ARISING FROM THE AUTHORITY'S OR TENDERER'S IT SOFTWARE, INFRASTRUCTURE, INPUT OR INTERNET CONNECTIVITY, THE SECURITY OF OR ACCESS TO THE INTERNET, THE CAPABILITY OR CAPACITY OF THE AUTHORITY'S OR THE TENDERER'S EMAIL SYSTEMS OR TENDERERS' FAILURE TO CHECK THEIR EMAIL SYSTEM FOR CORRESPONDENCE RECEIVED FROM THE AUTHORITY ABOUT THIS TENDER. TENDERERS MUST NOTE THAT THE CURRENT SIZE OF ANY EMAIL (INCLUDING ATTACHMENTS) RECEIVABLE BY THE AUTHORITY IS 10MB. IT IS THE RESPONSIBILITY OF THE TENDERER TO ENSURE THAT ITS TENDER IS RECEIVED BY THE AUTHORITY. TENDERERS ARE STRONGLY ADVISED NOT TO SUBMIT THEIR TENDER IMMEDIATELY BEFORE THE TENDER RETURN DEADLINE.**
 - 1.1.5.2 The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.
 - 1.1.5.3 The Tender Return must be fully completed and signed on behalf of the Tenderer, submitted in pdf format accompanied by the documents requested in this ITT.
 - 1.1.5.4 Tenderers should carefully read the instructions set out in this section.

1.1.6 Postal submission

1.1.6.1 The Tender Return ,must be fully completed and signed on behalf of the Tenderer and accompanied by the documents requested in this ITT

1.1.6.2 No tender will be deemed to be received unless it is in an envelope which bears no name or mark indicating the sender. If delivered by hand a receipt will be issued. Proof of posting will not be accepted as proof of delivery.

1.1.6.3 Tenders must be delivered on weekdays between the hours of 9.00 am and 5.00 pm and marked for the attention of the Chief Finance Officer as follows:

TENDER RETURN: The supply of EE mobile voice and data services for The Peak District National Park Authority (PDNPA)

F.A.O Chief Financial Officer

Peak District National Park Authority

Aldern House

Baslow Road

Bakewell

Derbyshire

DE45 1AE.

1.1.7 The Tender Return must be signed, where the Tenderer is an individual, by that individual. Where the Tenderer is a partnership, by two duly authorised partners. Where the Tenderer is a company, by at least one director (such persons to be duly authorised for the purpose). Where the Tenderer is a consortium the Form of Tender must be signed on behalf of all the members of the consortium, who must be named, and the consortium must take a legal form sufficient for it to enter into the proposed contract.

1.1.8 Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.

1.1.9 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

1.1.10 The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.

1.1.11 The successful Tenderer will be required to enter into the form of contract attached at **Appendix 6**. No derogations will be permitted except those specific to the means of delivering the requirements as set out in the submitted proposal. Tenderers wishing to propose derogations should include within their proposal a table setting out the proposed derogation and why it is necessary to deliver the project. Significant amendments to the contract terms and conditions that present unreasonable risk or restrictions, affect the delivery timescales or liability levels, will render the tender non-compliant and the tender will be rejected.

1.1.12 Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.

1.1.13 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however, be an opportunity for Tenderers to add to or supplement their tender.

1.2. Opening of tenders

1.2.1. Tender documents will remain unopened until after the Tender Return Date, after which time they will be accessed by the Chief Financial Officer. All Tender Returns submitted will be verified to ensure that the information requested has been provided.

1.2.2. Any queries concerning the information contained in this specification should be sent to:

Darren Butler
Head of Information Management
PDNPA
Aldern House
Baslow Road
Bakewell
Derbyshire
DE45 1AE
Email: darren.butler@peakdistrict.gov.uk

1.2.3. Any information provided as a result of any such query will be placed in the Authority's website.

1.2.4. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the proposal, an opportunity will be given for suppliers to make a presentation to the Authority.

1.2.5. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

1.3. Information provided in each proposal and in subsequent discussions concerning features of the hardware and software support, other services offered, contractual options, etc., will be considered to form the basis of a contract in the event of a proposal being accepted.

1.4. The Authority may not necessarily enter into a contract solely on the basis of any proposals that may be submitted as a result of the issue of this specification.

1.5. This ITT is issued on the understanding that no charge will be made by Suppliers for their proposals, attending presentations or other meetings, or other information that may be supplied.

1.6. The information supplied in this ITT is confidential and should not be disclosed to any persons, other than members of the suppliers' staff and others directly involved.

1.7. The contents of the Tender Return, especially as regards prices, are to remain in force for a

period of six months from the date of the Tender Return. Once the Contract has been signed on the basis of any tender return, the prices quoted will remain in force until the system is fully implemented and commissioned.

- 1.8.** Copyright in this ITT and its format, and all intellectual property rights in this document, belong to the Authority. The precise set of requirements documented within the ITT is the copyright of the Authority. The document is issued to Suppliers solely to assist them to prepare and submit a proposal meeting the Authority's requirements. The document may not be issued or copied, in whole or part, to any party without the express written agreement of the Authority.
- 1.9.** The Authority will only sign a single contract. Any sub-contracts will be and remain the responsibility of the prime contractor. The Supplier will obtain the prior written approval of the Authority to the proposed use of any sub-contractors. The Authority may investigate any proposed sub-contractor, and decline to enter a contract should any such sub-contractor not be acceptable in the terms of their policies.
- 1.10.** If you do not intend to provide all of the proposed software, services and associated hardware you should provide details, including contact names, of all other suppliers involved in your proposal. Proposals which do not provide detailed specifications and costs of all components will not be considered further.
- 1.11.** Conflict of Interest: The Authority requires all tenderers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.
- 1.12.** Treatment of tender: The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Authority and the tenderer.
- 1.13. Tenderers to visit**
 - 1.13.1. Tenderers are invited to visit the Sites to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so before submitting a Tender Return.
- 1.14. Errors in completed tenders**
 - 1.14.1. Where examination of a tender reveals arithmetical errors these will be corrected on the basis that the rates entered with the Tender Return are correct and the Supplier will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its tender within 7 days.
- 1.15. Tender evaluation**
 - 1.15.1. The Authority will be conducting a full financial and technical evaluation of all tenders.
 - 1.15.2. In the evaluation of tenders the following may also apply:
 - A. Written technical and financial references (including the tenderer's financial accounts for such period as shall be notified) may be requested and considered as part of the evaluation procedure;
 - B. As part of the evaluation of the tenderer's technical and professional ability and previous experience of contracts delivered for the Authority or other public bodies the Authority is entitled to take into account any failure to discharge obligations

under previous relevant contracts undertaken by the tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Specification are likely to be met. The Authority may ask the tenderer (or any sub-contractor) for evidence (in the form of statements from previous clients or otherwise) evidencing performance on previous comparable contracts or consider evidence of performance on previous comparable contracts for the Authority.

- C. The price stated in the Tender Return.
- D. Compliance with the Authority's standing orders.

1.15.3. The Authority may also seek clarification in respect of any method statement and resources analysis (as applicable), or any other information provided with the Tender Return, in various ways including but not limited to

- A. Interviews with the Supplier's key personnel who would be assigned to the Contract and appropriate senior managers.

1.16. Award of Contract

The Authority will decide to whom the contract shall be awarded based on the evaluation criteria outlined in the ITT. The Authority does not bind itself to accept the lowest or any tender/quotation and reserves the right to accept the whole or parts of tenders/quotations. The Authority will notify acceptance of the tender to the successful tenderer as soon as is reasonably practicable.

1.17. Confidentiality

All information supplied by the Authority in connection with this invitation to tender shall be regarded as confidential by the tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotes necessary for the preparation of the Tender Return.

1.18. Canvassing

Tenderers face automatic disqualification if they canvass for any contract by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

Appendix 5 - Tender Return Label

BUSINESS REPLY SERVICE
Licence No MHK 42



CONFIDENTIAL

TENDER: The supply of EE mobile voice and data services for The Peak District National Park Authority (PDNPA)

NOT TO BE OPENED BEFORE 12 NOON ON 22 March 2018

FAO Chief Finance Officer

Peak District National Park Authority

Aldern House

Baslow Road

Bakewell

DE45 1AE

