

Thanet District Council



Port of Ramsgate Replacement of Berth 4/5

Invitation to Tender (ITT) (Open Procedure OJEU) Instruction Document

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SEPARATE DOCUMENTS

APPENDIX A	PERFORMANCE SPECIFICATION
APPENDIX B	WORKS SPECIFICATION
APPENDIX C	PRE-CONSTRUCTION INFORMATION
APPENDIX D	SITE INFORMATION

NEC4 CONTRACT DATA

DRAWINGS	DRAWING NUMBER
	337_047H (SITE INFORMATION)
	3610_503 (SITE BOUNDARIES)
	5773-001-M.D.001 B
	5773-001-M.D.110 D
	5773-001-M.D.120 D
	5773-001-M.D.130 C
	J1643_03_04 (HYDROGRAPHIC SURVEY)
	J1643_04_04 (HYDROGRAPHIC SURVEY)

SECTION 1 - BACKGROUND & INSTRUCTIONS

1.1 INTRODUCTION

- 1.1.1 Thanet District Council (“the Employer”) wishes to select and appoint a suitable supplier for the supply and installation of a replacement floating aggregate berth (berth 4/5) at the Port of Ramsgate and invites prospective suppliers to submit a Tender to meet the Employer’s requirements.
- 1.1.2 The Contract – The contract requires the supply and installation of a floating vessel in the form of a pontoon or barge “the berth” at the Port of Ramsgate, (a general arrangement plan is provided, (**Drg No. 5773-001-M-D.110**)). The berth is required to be installed at the existing berth 4/5 site in the position shown in the contract drawings. The existing Berth 4/5 is an aggregate handling berth which is at the end of its useful life and requires replacement. The existing berth is formed of two steel hulls with a combined length of 48m. A conveyor is fitted to the berth to carry bulk aggregate to the quayside. This contract excludes the removal of the existing berth but includes the extraction and disposal of 6No. existing 900mm diameter piles at the site of berth 4/5.
- 1.1.3 The specific requirements for the above are detailed in the Specification at **APPENDIX A** and **APPENDIX B**. It should be noted that by submitting a Tender, you confirm that you understand and can meet these requirements.
- 1.1.4 The Contract is anticipated to commence upon 20th April 2020 and will continue for a period of 24 weeks (excluding any agreed extension/s) unless terminated in accordance with the Conditions of the Contract.

1.2 ITT TIMETABLE

1.2.1 The key dates for this procurement are outlined in the timetable below. Please note this timetable is indicative only. The Employer reserves the right to change it at its discretion.

Date	Activity
22nd January 2020	Production and despatch of Contract Notice to the Official Journal of the European Union (OJEU)
24th January 2020	ITT Contract Notice Published and All Documents available electronically
31st January 2020, 4th February 2020 and 6th February 2020	Site Visits - strictly by appointment only Requests for site visits indicating your company's preferred date for site visit – must be made via the message function on the Kent Business Portal. Appointments will be confirmed via the Portal.
1400hrs 17th February 2020	Clarifications Closing Date
1400hrs, 24th February 2020	Tender Return Date
6th March 2020	Evaluation Complete
10th March 2020 - 20th March 2020	Standstill period
31st March 2020	Contract Award
20 April 2020 (lead-in period and off-site works) 1st June 2020 (start for site works)	Contract Commencement

1.3 INSTRUCTIONS

1.3.1 **General** – Prospective suppliers should read these instructions carefully before completing the **INVITATION TO TENDER RESPONSE DOCUMENT**. It is the prospective suppliers responsibility to ensure that the document is fully completed, with the requisite supporting information. Failure to comply with these requirements may result in the rejection of their Tender.

1.3.2 **Return of Tenders** – Prospective suppliers are required to complete and return the **INVITATION TO TENDER RESPONSE DOCUMENT** via the Kent Business Portal (<https://www.kentbusinessportal.org.uk>) by the closing date as referenced in 1.2.1.

No Tender received after the time and date specified shall be considered unless agreed by the Employers authorised officer in exceptional circumstances.

- 1.3.3 **Tender Validity** - Tenders shall remain open for acceptance for 90 days from the Tender Return Date.
- 1.3.4 **Amendments to the ITT** - At any time prior to the deadline for receipt, the Employer may amend the ITT document(s). Any such amendment will be notified to all prospective suppliers and where considered necessary, the Employer may extend (at its discretion) the Tender Return Date.
- 1.3.5 **Economic Standing and Insurances** – Prospective suppliers must confirm information in this regard as requested within the Invitation to Tender Response Document. Prospective suppliers are not required to submit copies of audited accounts, insurances certificates or company policies with your tender. However, these may be requested prior to progressing any award of contract/entering into contract, if you are successful.
- 1.3.6 **Modification & Withdrawal** – Prospective suppliers may modify or withdraw their Tender via the Kent Business Portal at any time prior to the deadline for receipt.
- 1.3.7 **Site Visits** – Where site visits are scheduled within the tender timetable, it is the prospective suppliers responsibility to take the opportunity and that any arising clarifications are sought within the given period for clarification and ahead of the Clarification Closing Date.
- 1.3.8 **Councils Right to Reject or Not to Award** - The Employer reserves the right to reject any Tender and/or to abort the ITT process at any time and/or not to award the contract to any prospective supplier without incurring any liability to the affected suppliers.
- 1.3.9 **Suppliers Queries** – All enquiries in relation to this ITT should be conducted through the ‘Message’ function within the Kent Business Portal. The Employer will endeavour to answer all requests as quickly as possible, and before the Clarification Closing Date when practicable.
- 1.3.10 **Post Tender Bid Clarification** - The Employer may at its discretion seek (or choose not to seek) clarification of any information contained in Tenders from bidders during the evaluation period. It is the responsibility of the bidder(s) from which clarification is sought to provide the requested information within the time specified by the Employer when the request for clarification is made. If a bidder does not supply the requested information within the time specified, the Employer may
- Disqualify the bidder's Tender (for example, where it relates to a ‘pass-fail’ question, inability to meet threshold questions or other information essential to the integrity of the overall Tender is omitted); or
 - Otherwise disadvantage it (e.g. award a lower score).

Post Tender clarification will be direct with individual bidders via the “Message” function within the Kent Business Portal. A decision by the Employer not to seek clarification

from a bidder on a particular matter in its Tender should not be inferred by that bidder that the Employer is satisfied with the Tender.

- 1.3.11 **Confidentiality** - All information supplied in connection with this ITT shall be regarded as confidential and by submitting a Tender, a prospective supplier agrees to be bound by the obligation to preserve the confidentiality of all such information.
- 1.3.12 **Freedom of Information** – The Employer is subject to the provisions of the Freedom of Information Act 2000 and may therefore be required to provide information when requested under the said Act. Prospective suppliers should be aware of this obligation and must specify in their Tender response if there is any information they require to remain confidential or they deem to be commercially sensitive. This will be honoured if authorised by the Act.
- 1.3.13 **Publicity** – No publicity regarding the provision of the goods/services or works or the award of any Contract will be permitted unless and until the Employer has given express written consent to the relevant communication.
- 1.3.14 **Transparency**-The Employer must comply with transparency obligations imposed upon it as regards publication of information relevant to this procurement process and any contract(s) resulting therefrom. Furthermore, the Employer routinely publishes details of its contracts, including the contract values and the identities of its service providers and suppliers, on its website.
- 1.3.15 **Parent Company Guarantee** – The Employer reserves the right to require the successful tenderer to provide a Parent Company Guarantee (where applicable) in the form set out in the response document.
- 1.3.16 **Data Protection** - The Employer processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (*Regulation (EU) 2016/679*), the Law Enforcement Directive (*Directive (EU) 2016/680*), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy. This includes information provided by third parties as part of a procurement exercise. To find out how personal information is processed as part of this procurement exercise please view the Employer’s ‘Privacy Notice for Procurement Process’ @ <https://www.thanet.gov.uk/wp-content/uploads/2018/05/Procurement-Privacy-Notice-2018.pdf>. The Employer also has a Privacy Statement which can be viewed in full @ <https://www.thanet.gov.uk/privacy-statement/>

SECTION 2 - EVALUATION

2.1 EVALUATION CRITERIA

- 2.1.1 Offers will be evaluated on the prospective supplier submitting the most economically advantageous Tender (MEAT) based upon a composition of quality and cost.
- 2.1.2 The overall assessment ratio is 25% quality and 75% cost.
- 2.1.3 The weighted quality and cost scores will be added together to identify the most economically advantageous Tender.
- 2.1.4 Where more than one person marks the Tenders, a consensus scoring mechanism will be used (i.e. the Panel will agree a score for each marked element).
- 2.1.5 Economic and Financial Standing - The methodology applied to financial appraisal and thresholds for this tender opportunity are as follows:
- A minimum Annual Turnover of £2,800,000.
 - A Credit Score of 30 or above
 - Current Assets to Current Liabilities ratio of 1 or above
 - Liquidity ratio of 1 or above
 - Working Capital must be in the Positive
 - Debt to Equity ratio (gearing) must be equal to, or less than 250%
 - Return on Capital Employed must be in the Positive
 - Gross Profit Margin must be in the Positive
 - Operating Profit Margin must be in the Positive
 - Debtor Days must be equal to, or less than 90 days
 - Creditor Days must be equal to, or less than 100 days

The Employer uses Creditsafe as its credit reference agency for credit scores.

The specific Creditsafe report used by the Employer is a Creditsafe "Company Credit Report". This may differ from certain other credit scoring methodologies. Bidding organisations may request a copy of their Creditsafe Company Credit Report via the following website: <http://www2.creditsafeuk.com/>

It is the responsibility of bidding organisations to ensure that any information held by Creditsafe is up to date, and to notify Creditsafe if any details appear to be incorrect.

Creditsafe can be contacted by telephone on: 02920 886 500.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle, we will obtain this information for each member of the bidding entity. The threshold for turnover can be met in entirety by one or a combination of members; it is not necessary for each member to individually meet the turnover threshold. For the member or members that are contributing to the achievement of the turnover threshold, a Creditsafe credit score will be obtained. Each of these organisations must meet the minimum credit score threshold stated above. Where an organisation does not meet this threshold, its turnover contribution will be removed from the

combined turnover of the consortium, partnership, joint venture or special purpose vehicle; the turnover threshold must be met by the remaining member organisations.

Where no information or insufficient information is returned by the credit reference agency for a bidding organisation, the Employer will request and require the organisation to submit a copy of their audited financial statements for the last two years. For organisations bidding as a consortium, partnership, joint venture or special purpose vehicle, information must be submitted for all organisations named in Section 1, The Standard Selection Questionnaire, contained within the ITT Response document.

The Employer will use the information provided to carry out a financial assessment of the accounts (i.e. profit and loss, assets/liabilities, reserves and the liquidity ratios compares current assets to current liabilities).

If you require any further guidance or clarification, you should submit a question in via the “Message” function within the Kent Business Portal, by the Clarification deadline indicated at 1.2.

2.1.6 The identified successful tenderer will be asked to provide evidence of required insurance cover, by provision of copies of their current insurance policies ahead of award and periodically when such policies are renewed for the duration of the contract.

2.2 QUALITY EVALUATION

2.2.1 All questions within the **STANDARD SELECTION QUESTIONNAIRE** (Section 1) must be completed. Responses to the Questionnaire will be evaluated on a pass/fail basis. Any prospective supplier who fails any section of the Questionnaire will be disqualified from the process.

2.2.2 Quality will be assessed on the prospective suppliers response to the questions set out in the **INVITATION TO TENDER RESPONSE DOCUMENT**.

2.2.3 Where applicable, any prospective supplier who fails any headline questions (pass/fail) will be disqualified from the process.

2.2.4 The quality/technical questions will detail/support how a prospective supplier intends to meet the Employer’s requirements set out in the Specification at **APPENDIX A and APPENDIX B**. under the following sub criteria:-

- Q1:Health and Safety 6 %
- Q2: Relevant Project Experience 8 %
- Q3: Contract Management 4 %
- Q4:Service Continuity 3 %
- Q5:Project Programme 4 %

- **Total Quality Ratio**

25 %

2.2.5 The quality evaluation will be based on the following scoring methodology:

Assessment	Description	Score
Deficient	Response to the question(s) (or an implicit requirement) significantly deficient or no response received.	0
Inadequate	Inadequate detail provided and some of the questions not answered and/or some of the answers to questions are not directly relevant to the question(s).	1
Limited	Limited information provided, and/or a response that is inadequate or only partially addresses the question(s).	2
Acceptable	An acceptable response submitted in terms of the level of detail, accuracy and relevance.	3
Comprehensive	A comprehensive response submitted in terms of detail and relevance to the question.	4
Superior	As Comprehensive, but to a significantly better degree and a response which goes above and beyond to answer the question.	5

2.2.6 The quality/technical questions will be scored out of a maximum of 5 points each (as above), and used to calculate a weighted score for the respective quality criteria/sub criteria as per the example below.

EXAMPLE

Criteria	Weighting	Score (out of 5)	Weighted Score
Criteria A	30%	4	24%

If 'Criteria A' was weighted 30% and the Suppliers response received a score of 4 out of 5 then the following formula would be applied:

$$= (\text{Weighting} / \text{maximum score}) * \text{score awarded} = \text{Criteria awarded \%}$$

$$= (30/5)*4 = 24\%$$

2.2.7 Bidders should note that failure to achieve a score of at least 3 (as described in the scoring methodology) in responding to any of the set questions, may result in their tender being removed from consideration.

2.3 PRICE EVALUATION

2.3.1 Price evaluation will be based on the lowest bid received. The lowest bid will receive the full weighted score of 75%. Higher bids will be weighed against the lowest bid using the following formula.

(Lowest Bid ÷ Suppliers Bid) × Price Weighting

2.3.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 20%.

EXAMPLE

	Bid	Weighted Score
Supplier 1	£120,000	20% (maximum price score available)
Supplier 2	£150,000	16%
Supplier 3	£240,000	10%

2.3.3 Abnormally Low or High Bids

If a price is submitted and is significantly lower/higher than the other Tenderers, further research will be carried out. This is to ensure that the prices submitted are sustainable throughout the contract. In such a scenario you may be asked to justify the prices submitted giving the examples of where these prices have been charged before. We may also take up references or approach consultants for impartial advice. Any bid deemed to be abnormally low/high may be disqualified.

2.4 NOTIFICATION

2.4.1 Once the successful supplier has been identified, they will be notified to this effect. All other suppliers will be notified that they were unsuccessful.

2.4.2 Where the value of the proposed contract exceeds the applicable EU threshold, the Employer will be required to conduct a mandatory standstill period. No contract will be entered into prior to the expiry of this standstill period.

SECTION 3 – TENDER RESPONSES

3.1.1 Prospective suppliers must compile their response using the **INVITATION TO TENDER RESPONSE DOCUMENT** provided.

3.1.2 It should be noted that by submitting a response, you confirm that you understand and can meet the requirements of the Specification.

SECTION 4 – PRICE

4.1.1 Please complete the Price Schedule included in the **INVITATION TO TENDER RESPONSE DOCUMENT**. Prices/rates Tendered are to be in £ Sterling strictly net and inclusive of **all costs** associated with the provision of the Goods/Services/Works to be provided as part of your submission to meet the Employer's requirements set out at **APPENDIX A and APPENDIX B**.

- 4.1.2 Price(s) submitted must be **exclusive** of Value Added Tax. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.
- 4.1.3 Estimated requirements where stated within this ITT are intended for guidance only and cannot be (and are not) guaranteed. Prospective suppliers are requested to submit their best commercial offer based on the information provided.
- 4.1.4 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract in its entirety.
- 4.1.5 The Employer reserves the right to adjust any arithmetical errors it finds in any tender and shall inform the prospective supplier of the adjustment/s, but the Employer has no duty to prospective suppliers to find such errors.

SECTION 5 – TERMS & CONDITIONS

- 5.1.1 The Terms and Conditions applicable to this contract are the NEC4 Engineering and Construction Contract Option A, (June 2017 Edition with amendments January 2019), contract data is provided as a separate document. Furthermore the Employer's standard terms contained as "Special Conditions" will also apply to this Contract.
- 5.1.2 The Employer will require a successful tenderer to execute and complete the Form of Agreement set out in the Response Document within 10 working days of receipt of formal tender acceptance.

THANET DISTRICT COUNCIL SPECIAL CONDITIONS

In the event of any conflict or inconsistency between the NEC4 Engineering and Construction Contract and these Special Conditions, the latter shall prevail.

1. ANTI-CORRUPTION AND BRIBERY

The Employer may cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Employer the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

The Employer's information pages on Fraud and Corruption and Anti-Fraud and Corruption Policies can be viewed at <https://www.thanet.gov.uk/info-pages/fraud-and-corruption/>

2. PREVENTION OF ASSIGNMENT

The Contractor shall be prohibited from transferring assigning sub-letting or sub-contracting, directly or indirectly, to any person or persons whatever, the whole or any portion of the Contract without the prior written permission of the Employer. No sub-contracting shall relieve the Contractor from the obligations of the Contract or from the obligation to actively supervise the works/services during their progress. All actions taken by an approved sub-contractor in connection with the carrying out of any work under the Contract will be deemed to be the actions of the Contractor as defined in this Contract.

The Employer may assign or otherwise transfer this Contract or the benefit thereof at any time without the consent of the Contractor.

3. COMPLIANCE WITH STATUTES: HEALTH AND SAFETY, EQUAL OPPORTUNITIES AND NATIONAL MINIMUM/LIVING WAGE

The Contractor will perform and procure the performance of its obligations under this contract in compliance with all laws of England and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes in force from time to time and which apply to the provision of goods, works and/or services under this contract ('Applicable Laws').

In particular (but without prejudice to the generality of the foregoing) the Contractor shall comply in all respects with the provisions of all Applicable Laws relating to:

- Health and safety issues relevant or applicable to the goods, works and/or services to be provided to the Employer hereunder and shall bear the penalty for any contravention of the standard provisions relating to health and safety;
- Equal opportunities. In particular, the Employer requires the Contractor to be committed to a policy of treating all its employees and job applicants equally. No employee or potential employee shall receive less favourable treatment or consideration on the grounds of race colour religion or belief nationality ethnic or national origins sexual orientation gender re-assignment age disability marital status or part-time status or be disadvantaged by any conditions or employment that cannot be justified as reasonably necessary on operational grounds; and
- National Minimum Wage (including National Living Wage). In particular, the Employer requires the Contractor to observe and comply with the provisions of the National Minimum Wage Act 1998, National Minimum Wage Regulations 2015 (SI 2015/621) and National Minimum Wage (Amendment) Regulations 2016 (SI 2016/68) (as amended, extended or re-enacted from time to time), including all employer obligations imposed thereunder.

The Employer's Equality and Diversity Policy Statement and the Equality Policy can be viewed at: <https://www.thanet.gov.uk/info-pages/equality-and-diversity-policy-statement/>

4. FREEDOM OF INFORMATION

For the purposes of this Clause

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department

for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Information” has the meaning given under Section 84 of the Freedom Of Information Act 2000

“Information Request” means a request for any Information under the FOI Legislation.

The Contractor acknowledges that the Employer:

- * is subject to the FOI Legislation and agrees to assist and co-operate with the Employer (at the Contractor’s expense) to enable the Employer to comply with its obligations under the FOI Legislation; and
- * may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall and shall procure that its sub-contractors (if any) shall:

- * transfer to the Employer’s authorised officer (or such other person as may be notified by the Employer to the Contractor) each Information Request relevant to the Contract that it or they (as the case may be) receive as soon as practicable and in any event within two working days of receiving such Information Request; and
- * in relation to Information held by the Contractor or in its possession or power, provide the Employer with details about and/or copies of all such Information that the Employer requests and such details and/or copies shall be provided within five working days of a request from the Employer (or such other period as the Employer may reasonably specify), and in such forms as the Employer may reasonably specify.

The Employer shall be responsible for determining at its absolute discretion whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. In no event shall the Contractor respond directly to an Information Request unless expressly authorised to do so by the Employer.

The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

5. PROMPT PAYMENT OF INVOICES

5.1 Where the Contractor submits an invoice to the Employer for the supply of goods, services and/or works as appropriate the Employer will consider and verify that invoice in a timely fashion.

5.2 The Employer shall pay the Contractor any sums due under such invoice no later than a period of 30 days from the date on which the Employer has determined that the invoice is valid and undisputed.

5.3 Where the Employer fails to comply with sub-clause 1 above and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of sub-clause 2 above after reasonable time has passed.

5.4 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

- a) provisions having the same effect as sub-clauses 1 – 3 of this clause; and
- b) a provision requiring the counterparty to that sub-contract to include within any sub-contract which it awards provisions having the same effect as sub-clauses 1 – 4 of this clause.

5.5 In sub-clause 4, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Employer 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 Contract.

6. CONFLICT OF INTEREST

6.1 The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice its independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) it shall immediately notify the Employer in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Employer may reasonably require.

6.2 Where the Employer is of the opinion that the conflict of interest notified to it under Clause 6.1 above is capable of being avoided or removed, the Employer may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

6.2.1 if the Contractor fails to comply with the Employer’s requirements in this respect; or

6.2.2 if, in the opinion of the Employer, compliance does not avoid or remove the conflict, the Employer may determine the Contract and recover from the Contractor the amount of any loss resulting from such determination.

6.3 Where the Employer is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Employer may determine the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such determination.

6.4 In the event that the Contractor enters into any sub-contract in connection with this Contract it shall impose obligations on its sub-contractors in terms substantially similar to

those imposed on it pursuant to the preceding sub-clauses and shall provide evidence of its compliance to the Employer upon written request.

7. CHILD PROTECTION AND SAFEGUARDING GENERALLY

The Contractor shall comply with the terms of the Employer's Safeguarding Policy current from time to time (including any associated procedures) and shall cause its employees and sub-contractors to do likewise throughout the duration of the Contract. A copy of the Employer's current Safeguarding Policy may be viewed at: <https://www.thanet.gov.uk/info-pages/safeguarding-policy/>, which includes (without limitation) requirements for the Contractor:

- (where the Contractor is engaged by the Employer under a contract in the performance of which the Contractor, its employees or sub-contractors are likely to come into contact with children, young adults or vulnerable people) to undertake DBS checks of employees and others, as appropriate; and
- to ensure timely reporting of any Safeguarding discrepancies or concerns to the Employer's designated safeguarding officers.

8. PERFORMANCE DATA SHARING

8.1 Throughout the contract term (including any extended period(s)) the Contractor shall have and maintain procedures in place to ensure that any performance data it provides to the Employer is accurate and reliable and shall ensure that said procedures include validation checks where appropriate.

8.2 The Contractor hereby agrees to provide performance data to the Employer within timescales as required by the Employer and acknowledges that the Employer may from time to time require it to assist auditors and/or performance officers in the review of the systems and processes used by the Contractor in the production of performance data to the Employer.

9. DATA PROTECTION

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to use of personal data including, without limitation, (i) the Data Protection Act 2018, until the effective date of its repeal (ii) the General Data Protection Regulation (EU 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR.

10. TERMINATION

The Employer may terminate the Contractor's obligation to provide the Goods/Works/Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Contractor at the time of contract award, the procedures and amounts due on termination are the same as if the Contractor has substantially failed to comply with his obligations.

If the Employer otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the parties had been released under the law from further performance of the whole of this contract.

11. INSURANCES

11.1 Insurances to be held and maintained by the Contractor throughout the duration of this contract (including any extension) shall include (without limitation):

Employer's Liability cover for no less than £10 million;
Public & Products liability cover for no less than £10 million
Professional Indemnity cover for no less than £2 million