

Borough Council of  
King's Lynn &  
West Norfolk



INVITATION TO TENDER  
FRAMEWORK AGREEMENT  
FOR  
SUPPLY OF PRINTING SERVICES

## SECTION 1 – Information & Instructions to Tenderers

### Introduction

The Borough Council of King's Lynn & West Norfolk (the Council) intends to let a new Framework Agreement for the provision of printing services. Tenders are being invited from 19 potential suppliers and places on the Framework will be awarded to an approved list of suppliers from whom printing services will be sourced during the contract period.

The tender is based on twelve lots which represent a range of recurring requirements. When varied requirements arise during the Framework period each supplier that is party to the Framework will be sent a Request For Quote (RFQ) for each piece of work. The RFQ's will be sent electronically to all Framework members at the same time. This will be done either via email or via the Government Procurement Service e-marketplace. If we elect to use the GPS marketplace all members of the framework will be required to register on this system. There is no charge for this. The selection process for the Framework is intended to produce a range a suppliers with the collective ability to provide competitive costs for individual jobs ranging from under £100 to over £20,000. We will therefore not expect every member of the Framework to respond to every RFQ.

### Framework Duration

It is anticipated that the Framework will commence in October 2013 and will be awarded for a maximum period of four years. There will be formal reviews on an annual basis to allow for: -

- a) deletion of contractors that have performed badly or who no longer satisfy the original selection criteria.
- b) deletion of contractors that no longer wish to be considered for Council printing work
- c) Feedback from end users on the performance of each printer used.

### Volumes of business

In the period October 2011 to September 2012 the Council spent around £85,000 on external print services. The average order value was around £2,600. As the Framework Agreement will be awarded to several suppliers it is not anticipated that the work will all go to one supplier.

### Tender Evaluation

Having completed a thorough Pre-Qualification process, the Council are satisfied that all of the printers invited to Tender are capable of providing a satisfactory service. The Framework award decisions will therefore be made solely on price.

To ensure that the Framework includes a satisfactory range of printers any firm providing the lowest price for any one lot will automatically be included in the Framework. Firms coming second or third on at least one job will be considered dependant on the numbers in each category. Priority will be given to firms able to provide services which the Council has previously found to be in short supply, such as web printing and ballot paper production.

**WARNING** *Providing an artificially low price just to get into the Framework will not work to your advantage. If quotations during the contract period are not in line with your tendered prices you may be removed from the Framework and, in any case, you will be unlikely to obtain any work because of the level of competition within the Framework. Also, if the tendered jobs re-occur to the same specification within the first 12 months of the contract, you will be expected to honour your tendered prices.*

## Queries

Any queries regarding the tender process, the proposed Framework, the Specification or the detail of the Pricing Schedule should be addressed to: -

Tony Hague  
Purchasing Officer  
E-mail: [tony.hague@west-norfolk.gov.uk](mailto:tony.hague@west-norfolk.gov.uk)

Any queries that may have a material effect on the costing of the tender will be circulated to all tenderers along with the council's response. Queries received less than seven days before the closing date may not be answered. If a query gives rise to the need for an amendment to the original tender documents an extension to the closing date may be made, in which case all parties will be notified simultaneously.

## Variants

No variant bids will be considered.

## Submission of Tender

Tenders may only be submitted on the Tender Response Form at Section 5 of this document and they should be accompanied by the Non-Collusion Certificate on page 22. It is not essential for tenderers to bid for all of the lots on the Pricing Schedule. Any jobs that you do not have the resources to fulfil may therefore be left blank.

Tenders must be delivered in a plain envelope **bearing nothing**, such as franking marks, **to indicate the identity of the sender**. Please remember that some Royal Mail services, such as Special Delivery, require the senders name on the envelope which is not acceptable. Electronic submission is not acceptable.

The address label "TENDER DOCUMENTS", in Section 6 of this document, should be attached to the envelope. The tender must arrive by 12.00 noon on Monday 16th September 2013.

The Council may, after the opening of the tenders, enter discussions or post-tender negotiations with any participant.

## Contract Award

The Council does not undertake to accept any tender. However, assuming that the tender is successful, the Council will notify all tenderers simultaneously about the intended award. There will then be a 10 day standstill period prior to the despatch of

formal contracts. During that period unsuccessful tenderers may request a debrief on the evaluation of their bid and their comparison to the winning bid(s).

## Freedom of Information Act 2000

The Freedom of Information Act (FOIA) came into force on 1st January 2005 and established a general right of access to all types of 'recorded' information, including public contracts and procurement activity held by the Borough Council, subject to certain conditions and exemptions. Accordingly, all information submitted may need to be disclosed in response to a request under the Act.

This means that the Borough Council is obliged under the Act to release certain information about its suppliers into the public domain within certain limits and according to relevant exemptions. The main exemption relevant to procurement is commercial interests, which means trade secrets and information likely to prejudice the commercial interests of any person (including the Borough Council) holding it.

If you consider that any of the information in your tender is commercially sensitive, please explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should also be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked "confidential" or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of the marking.

If a request is received, the Council may also be required to disclose details of unsuccessful tenders.

## Whistleblowing Policy

The Council has decided to inform potential suppliers tendering for large contracts about the details of our whistleblowing policy. As a supplier to the Council you could be the first to realise there could be something seriously wrong within the Council. The policy, which accompanies this invitation, is intended to give you the confidence that concerns raised will be taken seriously and to inform you of the correct points of contact to raise any concerns that you may have.

## Government Transparency Policy

The policy of central government is that all local authorities should be completely transparent about what they spend taxpayers' money on and who that money is spent with. Therefore, you should be aware that if you are successful in obtaining this contract, or any other business with the Council, details of all payments over £500 will be published on the Council's website.

## SECTION 2 – Specification

### Object of the Framework

The Borough Council of King's Lynn & West Norfolk wishes to create an “approved list” of printers who, between them, have the capacity, resources and range of skills to provide printed matter ranging from letterheads and single sheet leaflets up to large multi-page brochures for theatre and tourism promotion. It is likely that this list will include between 8 and 12 printers.

### Pricing

Printing jobs that exactly match those in the Pricing Schedule of this tender will be awarded to the most appropriate printer at the prices offered in the tender. Any other print jobs that fall within the capabilities of the firms included in the Framework, or amendments to jobs included in the tender, will be subject to a quotation exercise prior to each order being placed. The Request For Quotes will be sent to all parties to the Framework Agreement electronically as described in the preceding information. It will be expected that the responses will be priced at similar levels to the tender responses. When a job re-occurs to the same specification it will be offered to the last printer as a re-order at the same price. If that printer is unable to accept the work at the same price a new RFQ will be sent to all members of the Framework.

### Service Requirements

The council will require “approved” printers to supply printed matter to the specifications in the Pricing Schedule or in individual Request For Quotes within timescales specified or agreed for each job and to a high quality standard of finish. Timescales are vitally important on many of the Council’s jobs and a note should be taken of the Liquidated Damages clause in the draft Agreement (see Section 3). It should also be noted that, because many of the jobs are for marketing purposes, the quality of the finish is of equal, or greater importance than the price. If the Council’s quality expectations are not met suppliers may be removed from the Framework.

### Confidentiality

Some of the Council’s printed matter may be politically sensitive or may be subject to a press embargo. In such circumstances the printer must take all possible steps to ensure that relevant material is kept secure.

In addition the Borough Council of King’s Lynn and West Norfolk has implemented appropriate security measures as required under the Data Protection Act 1998. In particular, unauthorised staff and other individuals are prevented from gaining access to personal information. Appropriate physical security is in place with visitors supervised at all times within Borough Council buildings where information about individuals is stored. The printer should ensure similar procedures are enforced to ensure compliance with the Data Protection Act 1998 and in particular inform their employees of security procedures and the importance and consequences of their role within those procedures.

## Payment

Work should not be undertaken until a Purchase Order Number has been provided. This should be produced from the Council's Purchase Order Processing (POP) system and the number must be quoted on the invoice. Purchase Order numbers are in the format of ten digits (currently the first 4 or 5 of which are zeros). Irrespective of which department places the order, the invoice should be sent to the Exchequer Services Section at King's Court. The initiating department will confirm satisfactory receipt of the goods electronically and this will trigger automatic payment of the invoice. Invoices may be sent by email in pdf format.

## Annual Review

A review meeting will be held annually with each party to the Agreement. Prior to the meeting each Council department will be asked to complete an assessment of the performance of each printer that they have used. These assessments, together with the experience of the Purchasing Officer, will form the basis of the review. Printers not wishing to continue to supply the Council, who have not performed satisfactorily or who no longer satisfy the original selection criteria may be removed from the Framework as stated in Section 1.

## SECTION 3 – Draft Form of Agreement and Conditions of Contract

*Unless specifically and clearly qualified by the Tenderer, it will be assumed when tenders are evaluated that Tenderers find these Conditions of Contract acceptable and will deliver the services if appointed strictly in accordance with them.*

This Agreement is a framework agreement setting out the terms on which the Council will purchase and the Contractor will supply printing services as agreed from time to time by the parties. It does not guarantee specific orders.

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the BOROUGH COUNCIL OF KINGS LYNN AND WEST NORFOLK of Kings Court, Chapel Street, Kings Lynn, Norfolk PE30 1EX (hereinafter called “the Council”) of the one part and \_\_\_\_\_ (Company No. \_\_\_\_\_) whose registered address is..... (hereinafter called “the Contractor”) of the other part

### WHEREAS:-

1. The Council has invited Tenders for Contractors to supply Printing Services to the Council (herein after called “the Services”) more particularly defined in the Specification contained in the Invitation to Tender.
2. By a Tender dated \_\_\_\_\_ 2013 the Contractor has offered to provide the Services and the Council has accepted the Tender and wishes to appoint the Contractor as one of the Contractors appointed to provide the Services on the terms and conditions contained therein.
3. The following documents which have been signed on behalf of the parties hereto form part of this agreement:-
  - 3.1 Invitation to Tender
  - 3.2 Tender Response Form
  - 3.3 Correspondence between the Council and the Contractor including but not exclusively Letters dated:
  - 3.4 The letter of acceptance together called “the Contract Documents”

### 4. Definitions

- 4.1 ‘The Project Officer’ shall mean the Council’s Purchasing Officer

NOW THIS DEED WITNESSETH as follows:-

### 1. Basis of Purchase

- 1.1 This Agreement together with any accepted Purchase Order will comprise the Contract Documents and form the Contract between the Council and the Contractor in connection with the supply of printing services

### 2. Contractors obligation

- 2.1 The Contractor will provide the Services in accordance with the Contract Documents and shall exercise reasonable skill and care in the performance of the Services.
- 2.2 The Contractor will ensure where the performance of the Contract or any part thereof is carried out by a third party that such third party complies with such provisions of this Contract as shall be reasonable for them to comply with.
  - 2.2.1 for the avoidance of doubt and without limit to the generality of the forgoing all third parties engaged by the Contractor shall comply in full with clauses 2.1, 18, 19, 21, 22 and 23 as though they were the Contractor.

2.3 Nothing in this clause shall be deemed to have waived the obligations of clause 17.

### **3. Indemnity/Insurance**

3.1 The Contractor will indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or caused by the provision of the Services except to the extent that the same are due to any act or neglect of the Council or any person for whom the Council is responsible.

3.2 Without prejudice to his liability to indemnify the Council the Contractor shall take out and maintain insurance which shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and shall take out and maintain insurance in respect of injury or damage to any property real or personal which shall be for an amount not less than £5,000,000 for any one occurrence or series of occurrences arising out of one event.

3.3 The Contractor shall produce such evidence as the Council may reasonably require that the insurances referred to in clause 3.2 above have been taken out and are in force at all material times

### **4. Payment**

4.1 The Council will pay to the Contractor such sums as are due in accordance with the Contract Documents.

### **5. Commencement/completion**

5.1 The provision of the services will be commenced on 2013 and will be completed by 2017.

### **6. Liquidated damages**

6.1 If the provision of the Services is not completed by the date specified at the time of each order the Contractor shall pay or allow to the Council liquidated damages at a rate equal to any direct cost incurred by the Council as a result of the non or delayed provision of the Service.

### **7. Fail to Provide the Contract**

7.1 If the Contractor shall fail to provide the Contract Standard any part of the Services at any time the same ought to have been provided under the terms of the Contract then, without prejudice to any other right to remedy which the Council may possess in respect of such failure, the Council may: -

7.1.1 without determining this Contract in whole in or part, itself provide or procure the provision of such part of the Services until such time as the Contractor shall have proved to the reasonable satisfaction of the Project Officer that such part of the Services will once more be provided by the Contractor to the Contract Standard or, at the Council's option, until such later time as the Project Officer may specify; and

7.1.2 without determining the whole of this Contract, determine this Contract in respect of such part of the Services only and thereafter itself provide or procure the provision of such part of the Services.

7.2 The remedies of the Council under this Clause may be exercised successively in respect of any given default by the Contractor. All costs incurred by the Council in the exercise of the remedies under this Clause may be deducted from any monies due or to become due to the Contractor under the Contract or shall be recoverable as a debt.

### **8. Termination**

8.1 The Council may by notice in writing forthwith determine all or part of the Contract:



- 8.2 If the Contractor without reasonable cause makes default by failing to proceed diligently with the provision of the Services the Council may by notice in writing to the Contractor determine the employment of the Contractor under this Contract.
- 8.3 If the Council shall reasonably decide that the Contractor is suffering from financial difficulties which affect or threaten to affect the performance by the Contractor of his obligations hereunder.
- 8.4 If the Contractor makes a composition or arrangement with his creditors or becomes bankrupt or being a company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement or has a provisional liquidator appointed or has a winding up order made or passes a resolution for voluntary winding up (except for the purposes of amalgamation or reconstruction) or has an administrator or an administrative receiver appointed.
- 8.5 Upon determination of the employment of the Contractor under clause 8.1 or 8.2 or 8.3 above the Council may recover from the Contractor the additional cost to him of completing the Services any expenses properly incurred by the Council as a result of and any direct loss and/or damage caused to the Council by the determination.

## **9. Specification**

- 9.1 The Contractor shall be deemed to have satisfied himself as to the accuracy, nature and extent of the Services required by the Specification before the execution of the Contract.
- 9.2 The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.
- 9.3 If the Contractor finds a discrepancy, error, omission or misstatement in the documents he shall immediately refer the same in writing to the Project Officer.
- 9.4 Any such discrepancy, error, omission or misstatement shall not vitiate the agreement nor shall it release the Contractor from the completion of the whole or any part of the Services required by the Contract. The Project Officer shall in all such instances issue instructions as to such discrepancies, errors, omissions and misstatements.
- 9.5 The Specification describes as far as practicable the whole of the Services to be provided but the Contractor is responsible for ensuring that all these and incidental works are completed in the proper manner as generally accepted for his particular profession and in particular in accordance with the appropriate Standards and/ or Codes of Practice.

## **10. Alterations to Contract Documents**

- 10.1 No omission from, addition to or variation to the Tender Documentation and/ or the Contract shall be valid or of any effect unless it is agreed in writing and signed by the Project Officer and by a duly authorised representative of the Contractor.
- 10.2 Save for an omission, addition or variation agreed pursuant to Clause (10.1) hereof any provision inconsistent with the Contract contained in any other document or in any oral agreement is agreed to be void and of no effect.

## **11. Whole Agreement**

- 11.1 Each party acknowledges that this Contract contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

## **12. Supersedes prior Agreement**

- 12.1 This Contract supersedes any prior agreement between the parties whether written or oral.

### **13. Interpretation**

13.1 In the Contract, unless the contrary appears:

13.1.1 A reference to an Act of Parliament or any Order, Rule, Regulation, Statutory Instrument, Directive or the like (including those of the European Community) shall include a reference to any amendment or re-enactment of the same made prior to and during the Contract Period and will automatically include any such Act, Order, Rule Regulation, Statutory Instrument, Directive or the like enacted during the Contract Period which impinges upon the Works and/ or the Contract Standard.

13.1.2 Words importing the masculine include the feminine, words in the singular include the plural, and words in the plural include the singular.

### **14. Notices**

14.1 No Notice to be served upon the Contractor shall be valid and effective unless it is delivered by hand, facsimile transmission or sent by recorded, registered or special delivery post to the Contractors principal place of business which unless notified to the Council in writing otherwise shall be assumed to be the address the Contractor detailed in the Contract.

14.2 No Notice to be served upon the Council shall be valid or effective unless it is delivered by hand, facsimile transmission or sent by Recorded, Registered or Special Delivery Post to the Legal Services Manager.

14.3 Any Notice to be served shall be deemed to be given on the date that it is delivered by hand or sent by facsimile transmission or is sent by Recorded, Registered or Special Delivery Post on the date when it would be delivered in the ordinary course of Post.

### **15. Recovery of sums due**

15.1 Wherever under this Contract any sum of money shall be properly recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract with the Council.

### **16. Waiver**

16.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

### **17. No assignment or sub-contracting**

17.1 The Contractor shall not assign or sub-contract this Contract or any part thereof without the consent in writing of the Council.

17.2 The Contractor may not substitute any goods or materials specified within the Contract Documents for any others without the consent in writing of the Council.

17.3 If the Contractor has without the previous consent in writing of the Council sub-let any part of the Services the Council may determine this contract notwithstanding that the Contractor may have subsequently ceased to employ the sub-contractor.

17.4 It shall be a condition of any consent to sub-let any part of the contract that:

17.4.1 the employment of the sub-contractor shall cease immediately upon the determination (for whatever reason) of the Contractor's employment under this contract

17.4.2 in the event that the Contractor, in accordance with the terms of this Agreement, enters into a supply contract or a sub-contract in connection with this Agreement, the Contractor shall ensure that a term is included in the supply contract or sub-contract which requires the Contractor to pay all sums due thereunder to the sub-contractor within a specified period, not to exceed thirty

(30) days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate).

17.4.3 in the case of a local supply contract or sub-contract entered into in connection with this Agreement – where the local supplier or sub-contractor is deemed to be a business with headquarters within the Council’s borough boundary, the Contractor will use their best endeavours to ensure that payment to such a supplier/contractor shall be within a period not to exceed ten (10) days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate).

## **18. Prevention of Corruption**

18.1 The Council shall be entitled to terminate this Contract with immediate effect and to recover from the Contractor the amount of any loss resulting from such termination if:

18.1.1 the Contractor shall, in the opinion of the Council, have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Contract or any other contract, whether with the Council or anyone else; or

18.1.2 the like acts shall have been done by any person employed by the Contractor or acting on his behalf ( whether with or without his knowledge); or

18.1.3 in relation to any contract whether with the Council or anyone else, the Contractor or any person employed by him or acting on his behalf and whether with or without his knowledge, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments of them) or, have given any fee or reward or solicited or accepted any form of money or taken any reward collection or charge for providing the Service, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972, other than bona fide charges previously approved in writing by the Council,

18.1.4 the Contractor when tendering fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person or before the hours specified for the return of tenders

18.1.4.1 communicated to a person other than the Council the amount or the approximate amount of its tender (except where the disclosure in confidence of the approximate amount of its tender was essential to obtain insurance premium quotations required for the preparation of its tender)

18.1.4.2 entered into an agreement with any other person whereby that other person would refrain from tendering or as to the amount of any tender to be submitted

18.1.4.3 offered or paid or gave or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

## **19. Observance of Statutory Requirements**

19.1 The Contractor shall comply with all statutes, orders, regulations or bye-laws applicable to the performance of the Contract and indemnify the Council against any losses claims liabilities costs expenses proceedings or otherwise as a result of the Contractors non compliance with the same.

## **20. The Project Officer**

20.1 The Project Officer or his authorised deputy shall in accordance with the Contract but not further or otherwise have power and authority to issue reasonable instructions and directions on any matter in connection with the proper performance of the Services but subject to the terms of the Contract and the Contractor shall carry out and be bound by the same. The Project Officer

shall not exercise any functions; rights or powers beyond those conferred by the Contract.

**21. Confidentiality**

21.1 Save for information already in the public domain or the Contractor's knowledge the Contractor and the Contractor's staff shall treat as confidential and shall not disclose to any person other than a person authorised by the Council, any written and confidential information acquired by the Contractor or the Contractor's staffing or in connection with the provision of the Services concerning the Council's Premises, the Council, its staff or its procedures

**22. Freedom of Information**

22.1 The Contractor acknowledges that the Council has legal responsibilities to make information available under the Freedom of Information Act 2000 ("the Act")

22.2 The Contractor shall give reasonable assistance to the Council to comply with the Act.

22.3 In particular, the Contractor shall supply all such information and records to the Council (together with reasonable assistance to locate the same) which are needed by the Council to comply with its obligations under the Act.

22.4 Notwithstanding the provisions in Clause 21 the Council shall have the discretion to disclose any information which is the subject of Agreement to any person who makes a request under the Act and which, in the opinion of the Council, it has to disclose to discharge its responsibilities under the Act.

22.5 When exercising its right under sub clause 4 above, the Council shall consult the Contractor (and may take account of any reasonable suggestions made by it).

22.6 The Contractor shall not raise any additional charge to the Council in relation to complying with this clause.

**23. Data Protection**

23.1 For the Purposes of this clause:

23.1.1 "Personal Data", "Special Categories of Data", "Process / Processing", "Controller", "Processor", "Data Subject" and "Supervisory Authority" shall have the meanings described in Directive 95/46/EC of the European Parliament and Council of 24th October 1995 on the protection of individuals with regard the processing of personal data and on the free movement of such data (hereinafter the "Directive").

23.1.2 "The Act" shall be the Data Protection Act 1998 incorporating all amendments and revisions thereto.

23.2 The Council agrees and warrants:

23.2.1 That the processing including the transfer of personal data by the Council has been and until transfer will continue to be carried out in accordance with the Act.

23.2.2 To respond in a reasonable time and to the extent reasonably possible to enquiries from the supervisory authority on the processing of personal data by the Contractor and to any enquiries from the Data Subject concerning the processing of personal data by the Contractor.

23.3 The Contractor agrees and warrants:

23.3.1 That he has no reason to believe that the legislation applicable to him prevents him from for filling his obligations under the contract and in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided in this clause he will notify the change to the Council and where relevant to the Supervisory Authority of Great Britain in which case the Council is entitled to suspend the transfer of personal data and if necessary the Contract.

- 23.3.2 To process personal data only in so far as is required to for fill the requirements of the Contract and only in accordance with the Data Protection Principals of Schedule 1 of the Act.
- 23.3.3 To adequately dispose of all personal data at the end of the Contract or at the end of any part of the Contract, such disposal to take account of the Data Protection Principals of Schedule 1 of the Act.
- 23.3.4 To indemnify the Council against all actions costs claims expenses proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises by the unauthorised use disclosure or transfer of personal data by the Contractor his servants or agents
- 23.3.5 To deal promptly and properly with all reasonable inquiries from the Council or the Data Subject relating to the processing of Personal Data subject to the transfer and to cooperate with the competent Supervisory Authority in the course of all its enquiries and abide by the advice of the Supervisory Authority with regard to the processing of data transferred.
- 23.3.6 At the request of the Council to submit its data processing facilities for audit which shall be carried out by the Council or an inspection body composed of independent members ain in possession of the required professional skills and competences and where required in agreement with the Supervisory Authority.
- 23.4 The Parties agree that the provision of this clause shall remain in force notwithstanding the termination or conclusion of the remainder of the Contract for so long as the Contractor holds personal information which has been transferred to it by the Council.
- 24. Contracts (Right of Third Parties) Act 1999**
- 24.1 For the avoidance of doubt, nothing in this Contract confers or is intended to confer on any third party and benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 25. Late Payment**
- 25.1 The Late Payments of Commercial Debts (Interest) Act 1998 and the Regulations thereunder shall apply to the Contract unless excluded under the provision therefore or by alternative provisions in the Tender Documents.
- 26. Force Majeure**
- 26.1 Neither party shall be held to be in breach of Contract in respect of any failure to fulfil his obligations pursuant to the Contract resulting from force majeure. Each party will as soon as reasonably practicable notify the other in writing of the occurrence of such force majeure as they become known.
- 26.2 Force Majeure is acknowledged by the parties to be any circumstances beyond the reasonable control of either party including without prejudice to the generality of the foregoing fore, flood, Act of God, riot civil disturbance, industrial disputes where neither party is a direct participant, war or sabotage the coming in force of any statutory instrument regulation or by-law of the Government or any competent authority rendering the continued performance of the Contract illegal or impossible.
- 27. Arbitration**
- 27.1 All disputes between the parties arising out of or connected with this Contract or the performance of the Services by the Consultant may if the parties agree be referred to an Arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators or a person appointed by him.
- 27.2 The Arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event or in the event of neither party succeeding to be



## SECTION 4 – Pricing Schedule

You are invited to tender prices for the following items that the Council requires on a regular basis. Hard copy samples for most, if not all, of these items will be sent to each firm invited to tender by 12 August 2013. When orders are placed print ready artwork will normally be provided electronically in either pdf or other commonly used file format. There is no design or artwork requirement included in this tender.

### 1. Corn Exchange Brochure

Size	A5 portrait booklet - 36pp self-cover
No of copies	50,000
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to King's Lynn Corn Exchange for approval
Printing	Full Colour and machine sealed throughout.
Paper	150gsm silk
Finishing	Fold, 2 wire stitch & trim
Packing	Boxed
Delivery	3 addresses (King's Lynn, Huntingdon & Great Yarmouth)
Timetable	Produced 3 times per year in March, July & November. 2 weeks lead time.

### 2. Bodyworks Membership Pads

Size	210mm wide x 440mm high
No of copies	40 pads x 100 agreements x 3 copies
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to Lynnsport for approval
Printing	1 colour (black). Both sides on all three copies. All copies identical.
Paper	3 part NCR (CB White top, CFB yellow, CF pink bottom) – min 80gsm top copy and min 70gsm yellow and pink Board backing for each pad and insert / separation card attached to back board at bottom
Finishing	Glued along top edge into pads of 100 sets
Packing	Boxed
Delivery	Lynnsport, King's Lynn
Timetable	Produced once or twice per year. 2 weeks lead time.

### 3. Hunstanton Mini Guide

Size	DL 12pp fold-out (A3 flat size)
No of copies	25,000
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to Kings Court for approval
Printing	4 colour process plus machine seal throughout
Paper	115 gsm silk
Finishing	Fold in half to 297mm x 210mm, then roll fold to 99mm x 210mm
Packing	Trim, fold and pack in A4 cartons
Delivery	Hunstanton Tourist Information Centre
Timetable	Ordered roughly annually. 2 weeks lead time.

### 4. West Norfolk Holiday Guide (accommodation)

Size	A4 portrait booklet - 48pp + 4pp cover
No of copies	80,000
Origin	Supplied electronically as print ready pdf
Proofs	High Resolution Colour Match Proofs to Kings Court for approval
Printing	Four colour process and machine seal throughout.
Paper	100gsm silk with 150gsm silk cover
Finishing	Fold, 2 wire stitch & trim
Packing	Boxed in 50's & palletised
Delivery	To 3 Norfolk addresses plus one elsewhere in England.
Timetable	Delivery required December/January each year. Content ready 2 weeks in advance.



## 5. West Norfolk Where To Go (holiday attractions)

Size	DL 28pp (420x693mm flat size folded to 210x99mm)
No of copies	200,000
Origin	Supplied electronically as print ready pdf
Proofs	High Resolution Digital Hard Copy Proofs to Kings Court for approval
Printing	4 colour and machine seal throughout
Paper	100gsm Silk
Finishing	Trim, concertina 6 folds to 420x99mm then fold in half to 210x99mm
Packing	Boxed & palletised
Delivery	To 4 Norfolk addresses.
Timetable	Delivery required January/February each year. 2 weeks lead time.

## 6. Communications Leaflets (various)

Size	A5 leaflet - 2pp
No of copies	70,000
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to Kings Lynn for approval
Printing	4 Colour plus machine seal throughout
Paper	115gsm white
Finishing	Trim to size
Packing	Boxed
Delivery	King's Lynn
Timetable	Once or twice per year. 2 weeks lead time.

## 7. European Election Ballot Papers

Size	Width 180mm. Length 35mm for header plus 35mm for each candidate. (For tender purposes assume 20 candidates)
No of copies	120,000 plus 5,000 "tendered" ballot papers
Origin	Supplied electronically as pdf
Proofs	Digital Hard Copy Proofs to Kings Court for approval
Printing	1 colour (black) on 2 sides plus pantone security pattern on reverse. Six digit sequential number in two positions on reverse.
Paper	80gsm pale tint plus 190gsm white board for pad backing "Tendered" papers printed on pink paper
Finishing	Made into pads of 50 by glue along top edge (c 20% papers for postal use not glued)
Packing	Boxed or wrapped into parcels in numerical order
Delivery	1 King's Lynn address
Timetable	Due April/May 2014 <u>10 days</u> from final details to delivery of postal ballot papers (c20% of total). A further 9 days for remainder. <b>Failure to be ready for election cannot be tolerated!</b>

## 8. Borough Election Ballot Papers

Size	Width 170mm. Length 25mm for header plus 25mm for each candidate. Number of candidates may be between 3 and 12. (For tender purposes assume 6 candidates for each ward).
No of copies	120,000 split between 42 Wards. Each type requires between 1,000 and 6,500 Plus 5,000 "tendered" ballot papers split between the 42 wards.
Origin	Supplied electronically as pdf
Proofs	Digital Hard Copy Proofs to Kings Court for approval
Printing	1 colour (black) on 2 sides plus pantone security pattern on reverse. Sequential number for each Ward in two positions on reverse.
Paper	80gsm pale tint plus 190gsm white board for pad backing "Tendered" papers printed on pink paper
Finishing	Made into pads of 50 by glue along top edge (c20% papers for postal use not glued)
Packing	Boxed or wrapped into parcels. (Each Ward separate and in numerical order)
Delivery	1 King's Lynn address
Timetable	Due April/May 2015 <u>10 days</u> from final details to delivery of postal ballot papers (c20% of total). A further 9 days for remainder. <b>Failure to be ready for election cannot be tolerated!</b>

## 9. Maritime Trail Booklet

Size	A5 booklet – 24pp self-cover
No of copies	5,000
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to Kings Court for approval
Printing	Full colour plus machine seal throughout.
Paper	100gsm white silk
Finishing	Two wire stitch, fold and trim to size.
Packing	Boxed
Delivery	1 King's Lynn address
Timetable	Produced annually. 2 weeks lead time.

## 10. Bodyworks Folders

Size	Oversize A4 Folder with 5mm capacity spine and 4mm capacity pocket inside back. Designed on a template 465mm entire width of folder lying flat (inclusive of end flap) by 399mm height. End flap is glued to create a pocket
No of copies	3,000
Origin	Supplied electronically as print ready pdf
Proofs	Proofs and full size mock-up to Lynnsport for approval
Printing	4 colour both sides including end and bottom flaps, 3mm bleed.
Paper	350gsm white silk coated artwork
Finishing	Trim, fold and glue pocket
Packing	Boxed
Delivery	Lynnsport, Greenpark Avenue, King's Lynn PE30 2NB
Timetable	Produced once or twice each year. 2 weeks lead time.

## 11. Oasis Seasonal Leaflet

Size	210mm x 105mm – 10pp (flat size 210mm x 523mm)
No of copies	30,000 Sort 1 - 20,000 Sort 2 - 5,000 Sort 3 - 5,000
Origin	Supplied electronically as print ready pdf (digital proofs required)
Proofs	Digital Hard Copy Proofs to Oasis, Hunstanton for approval
Printing	Full colour plus machine seal throughout.  Three sorts – only change is a small code printed in black on a white background as part of a voucher included in the artwork.
Paper	150gsm white silk
Finishing	Two roll folds followed by two concertina folds and trimmed to size
Packing	Boxed
Delivery	Oasis Sports & Leisure Centre, Central Promenade, Hunstanton, Norfolk, PE36 5BD
Timetable	Produced annually. 2 weeks lead time.

## 12. General Receipt Books

Size	142mm wide x 107mm high
No of copies	100 books x 50 receipts x 3 copies
Origin	Supplied electronically as print ready pdf
Proofs	Digital Hard Copy Proofs to Kings Court for approval
Printing	1 colour (black). 6 digit sequential number <u>IN RED</u> on each receipt (all copies)
Paper	3 part NCR (CB White top, CFB blue centre, CF yellow bottom) – min 80gsm top copy and min 70gsm blue and yellow Insert / separation card to be supplied with each book
Finishing	1 perforation ON TOP 2 COPIES to form receipt and stub to remain in book. Made into books of 50 sets. Card cover front and back, stitched, bound and trimmed.
Packing	Wrapped into parcels of 10 books in numerical order and labelled to show numbers.
Delivery	Kings Court, Chapel Street, King's Lynn.
Timetable	Produced roughly every 12 to 18 months. 3 weeks lead time.

**SECTION 5 – Tender Response Form**

SUPPLIERS NAME.....

SUPPLIER'S ADDRESS.....

.....

CONTACT NAME.....

PHONE NUMBER ..... EMAIL .....

**PRICES MUST BE IN £ STERLING**

ITEM	Cost (£)	Run – on (£)
1. 50,000 Corn Exchange Brochures		Per 1,000 .
2. 40 Bodyworks Membership Pads		Per 10 .
3. 25,000 Hunstanton Mini Guides		Per 1,000 .
4. 80,000 West Norfolk Holiday Guides		Per 1,000 .
5. 200,000 West Norfolk Where To Go		Per 1,000 .
6. 70,000 A5 Communications Leaflets		Per 1,000 .
7. 125,000 European Election Ballot Papers		Per 1,000 .
8. 125,000 Borough Election Ballot Papers		Per 1,000 .
9. 5,000 Maritime Trail Booklets		Per 500 .
10. 3,000 Bodyworks Folders		Per 100 .
11. 30,000 Oasis Seasonal Leaflets		Per 1,000 .
12. 100 General Receipt Books		Per 10 .

NB. Don't forget to provide run-on prices.

## CERTIFICATE OF NON-COLLUSION/ PREVENTION OF CORRUPTION

I/ We certify that:

- a) The prices, specifications and all matters relating to the enclosed Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, specifications and all other matters, with any other person or Organisation;
- b) Unless otherwise required by law, the prices and other information which have been submitted in the Tender have not knowingly been disclosed, directly or indirectly, to any other person or Organisation, nor will they be so disclosed;
- c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Tender nor to withdraw or amend a Tender which has either already been or is intended to be submitted for the purpose of restricting competition;
- d) No attempt has been made directly or indirectly to canvass any Councillor or employee of the Borough Council of King's Lynn and West Norfolk or anyone acting on its behalf concerning the award of the contract which is the subject of this Invitation to Tender.

In addition, no person acting on behalf of or representing the Company has:

- a) offered, given or agreed to give to anyone any inducement, gift or reward in respect of this or any other Council contract (even if I/ we do not know what has been done);
- b) committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments of them) or Section 117(2) of the Local Government Act 1972; or given any fee or reward, or solicited or accepted any form of money, or taken any reward, collection or charge for performing the Works, other than bona fide charges previously approved in writing by the Council;
- c) committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees. I/ we accept that any clause limiting my/ our liability shall not apply to this clause.

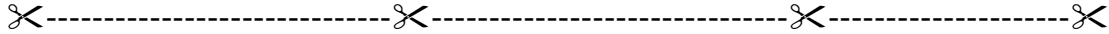
I understand that the Council may cancel the contract with me/ the Company if there is evidence of any failure on my/ our part to comply with any of the above and, if necessary, take legal action against me.

**Signed:**

**Name:**

**Date:**

**Position:**



# TENDER DOCUMENTS

**CONTRACT:**

PRINT FRAMEWORK AGREEMENT

**TO BE RECEIVED NO LATER THAN  
12 NOON ON**

16 September 2013

**AT THE ADDRESS SHOWN BELOW:**

**THE MONITORING OFFICER  
BOROUGH COUNCIL OF KING'S LYNN & WEST NORFOLK  
KING'S COURT,  
CHAPEL STREET,  
KING'S LYNN,  
NORFOLK  
PE30 1EX**

