



WALES **AUDIT** OFFICE
SWYDDFA **ARCHWILIO** CYMRU

Invitation to tender

Offsite records storage

Wales Audit Office, 24 Cathedral Road, Cardiff CF11 9LJ

Closing date: 2:00 pm, Monday 20 January 2014

Tender submitted to: tenders@wao.gov.uk

Contents

Invitation to tender for offsite records storage

Instructions to tenderers	3
Introduction and Background	6
Specification of Requirements	7
Questionnaire	10
Health and Safety Questionnaire	11
Documents to be submitted	12
Appendix 1 – Office locations	13
Appendix 2 – Terms and Conditions of Contract	14

Instructions to tenderers

Submission of Tenders

1. The tenders shall be submitted in electronic format to tenders@wao.gov.uk by 2:00pm Monday, 20 January 2014. Tenders received after the due date and time may not be considered.
2. If you are unable to complete an electronic tender, you may alternatively submit the tender in hard copy format by post to the address below. The Wales Audit Office accepts no responsibility for the late delivery of tenders and you are advised to make due allowance for transit time.

Wales Audit Office
For the attention of Gill Greer
24 Cathedral Road
Cardiff
CF11 9LJ

3. Please submit queries in relation to the tender to Tender.Queries@wao.gov.uk. Alternatively you may contact Gill Greer on 02920 320501.

Alternative Tenders

4. The Supplier must submit a tender which complies with the base specifications, but may in addition, submit an alternative tender with such variations being submitted as an attachment to the main document.

Details Confidential

5. The Supplier (whether his tender is accepted or not) and all other recipients of the Invitation to Tender document (whether they submit a tender or not) shall treat the details of the documents as private and confidential. Any tender received in response to this enquiry shall be treated likewise by the Wales Audit Office except where requested in compliance with the Freedom of Information Act 2000. The Tenderer should refer to Clause 16.2 of the Terms and Conditions of Contract attached.

Prices

6. The prices stated in the tender will be deemed to be the full inclusive value of the supplies and services described in the Specification of Requirements, including all costs and expenses, risks and obligations set forth in or to be implied from the Invitation to Tender. The submission of a tender will be deemed to be an undertaking that the quotation price includes for the above costs.

Value Added Tax

7. All prices are to be stated in sterling exclusive of Value Added Tax.

Expenses and Losses in Quotation

8. The Wales Audit Office will not be responsible for, or pay for expenses or losses that may be incurred by a supplier in the preparation of their tender or pre-contract meetings required.

Acceptance of Tenders

9. The Wales Audit Office do not bind themselves to accept the lowest or any tender, and in addition, reserve the right to accept part only of any tender. No tender shall be deemed to have been accepted unless such acceptance shall have been notified to the Tenderer in writing.

Award Criteria

10. Business shall be awarded to the Tenderer submitting the most economically advantageous offer with regard to the award criteria. The award criteria that will apply are:

Criteria	Weighting
Price to include Value for Money <ul style="list-style-type: none">Overall costs and value for money service	40
Quality	Total 60
<ul style="list-style-type: none">Quality Assurance and Environmental Management systems, Health and Safety and Equal Opportunities etc	20
<ul style="list-style-type: none">Understanding the needs of the Wales Audit Office and the environment in which we operate. Evidence of a proven track record to include a reference from a comparable client	10
<ul style="list-style-type: none">Ability to provide the quality of services required in terms of suitability, timeliness, flexibility and security	20
<ul style="list-style-type: none">Response to each area within the Specification of Requirements to include the systems and resources available to undertake the requirements and the availability of suitably trained and accredited staff to undertake the work	10

Payment Terms

11. The Wales Audit Office payment terms are Net 30 days payable by BACS.

Welsh Language Scheme requirements

12. The successful supplier must ensure that services provided through this contract are compliant with the Welsh Language Scheme or any successor schemes.

General Equality Duties

13. The supplier will assist the Wales Audit Office in meeting its general equality duties in exercising its functions and have due regard to the need to:

- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- Advance equality of opportunity between persons and who share a relevant protected characteristic and persons who do not share it; and
- Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Introduction and Background

Introduction

14. The Wales Audit Office is responsible for auditing the National assembly for Wales, its sponsored and related bodies and NHS organisations in Wales, as well as appointing auditors to local authorities. We also conduct value-for-money/performance studies on Welsh public bodies including the NHS and education sectors. The staff of Wales Audit Office undertake audit and inspection work on public sector bodies, to promote improvement and standards of public services. Further information about the organisation and its work can be found at the Wales Audit Office [website](#).
15. The Wales Audit Office employs around 230 people at its Cardiff headquarters and offices throughout Wales as per Appendix 1, subject to change.
16. The Invitation to Tender (ITT) covers the services necessary to provide an offsite records storage facility to the Wales Audit Office. The offsite records storage facility should have the capacity to collect, securely store and deliver boxed records to and from any site occupied by the Wales Audit Office throughout Wales.
17. You are kindly invited to tender for offsite records storage to the Wales Audit Office.

Background

18. The Wales Audit Office currently uses the services of two suppliers for offsite records storage, one located in Cardiff with all North Wales records stored in their Manchester branch and the other supplier based in the Lake District. It is proposed that all records are moved to the successful supplier. Due to the nature of the Wales Audit Office's work, the demand for collection is at its highest during the months of February to March with periodic collection and storage requirements throughout the year. At present there are approximately 2,500 boxes in storage with an estimated 300 new boxes being stored each year as well as a planned destruction undertaken at least annually.
19. The majority of records stored are paper files in boxes, however we may in the future require other forms of media to be stored such as tapes, cd's, etc. Scanning of documents to be stored electronically may also be required.

Guidance

20. Prospective suppliers must provide itemised pricing for all of the services as part of the solution and highlight any areas which do not fully meet the requirement.
21. Supporting material that is not directly relevant to the tender response should be included as appendices.
22. All prospective suppliers must provide a brief overview of a similar contract they have held within the last 3 years and a relevant reference customer who would be willing to provide a brief telephone overview of their experience.
23. The award criteria in paragraph 10 is brought to the attention of prospective suppliers and tenders should display how you will provide value for money and include evidence of previous work.

Specification of Requirements

24. The prospective supplier will provide an offsite records storage facility to the Wales Audit Office. As a minimum the following services are required.

Secure storage area

25. Including but not limited to:

- CCTV surveillance;
- alarms, linked to security provider and/or police;
- all staff subject to security assessment;
- all staff and visitors carry identification to indicate their right to be on site;
- security access controlled across the building preventing access to sensitive areas (specifically when offsite store holds more than one organisation's records);
- site location – not a remote site or placed in an area of high crime and risk from environmental damage is minimal; and
- surrender of any device capable of taking photos such as mobile phones or cameras prior to entry.

Security

26. The supplier must comply with all relevant data and asset security legislation as listed below:

- ISO 27002 – information security management
- BS EN 15713 – secure destruction of confidential material
- BS 8470 – disposal of confidential material
- BS 7858 – security vetting (to at minimum CRB checks)
- BS 5454 – environment controlled storage
- BS EN ISO 9001 or equivalent accreditation
- ISO 14001 – Environmental Management or equivalent system

Records Management in storage

27. The supplier must maintain a numbering/barcode system for facilitating the easy identification of boxes, management information and retrieval of records.

IT and Technical Solutions

28. It is assumed that:

- the supplier will manage records internally using a File Management/Inventory database;
- the business interface will take the form of an electronic link between the Wales Audit Office users and the suppliers database via the Internet;
- software must have the capacity to accept Welsh entries as the Wales Audit Office operates in a fully bi-lingual environment;

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- the electronic business interface will be available for access from 06:00 to 22:00 as a minimum;
 - customer management information will be managed electronically and will take the form of an electronic link between Wales Audit Office users and the suppliers database via the Internet. Hard copy reports or reports sent via email may also be requested and in this case must be in a downloadable form and provided within a 24 hour period; and
 - the supplier must provide a responsive service to deal with telephone enquiries with core hours of 08:00 to 17:00 Monday to Friday. Please state your core hours of business and any out of hours emergency contact details if relevant.

29. The information held on any IT solution used to manage files under this requirement shall remain the property of the Wales Audit Office and be made available at any time it is required.

Disposal and Destruction Policies

30. A process for destruction authorisation must be agreed between the Wales Audit Office and the supplier. Authorisation levels will be agreed and regularly updated by the supplier.

Inspection Room

31. The facility of an inspection room should be available for Wales Audit Office personnel who may need to view documents in storage. Boxes should be picked out and brought to the inspection room by the supplier.

Collection and Deliveries

32. As a minimum:

- boxes should be picked and prepared for delivery by the supplier;
- provision of same day and next day delivery/collection from any of the Wales Audit Office's sites and floors in Appendix 1 as specified when ordered;
- custody and care of records in transit – supplier responsibility for the records while in transit and a secure tracking system in operation when records are being transported; and
- supplier to ensure delivery drivers are provided with tools for the trade i.e. trolleys, stair-climbing trucks and an adequate number of staff is provided for the delivery.

Supplies

33. Provision of stationery supplies e.g. boxes, bar codes, order forms.

Business Continuity

- 34.** The supplier must have a full Business Continuity and Disaster Recovery Plan in place and must be agreed with the Wales Audit Office. Please describe your Business Continuity and Disaster Recovery arrangements including any back-up or secondary site and IT service centre.

Corporate Social Responsibility

- 35.** Annual management information may be required on the supplier's carbon footprint in relation to the supply of services under this contract. Typical reporting requirements may be but are not limited to:
- Total CO2 emissions for destruction activity
 - Transport – total mileage

Questionnaire

Please respond to the brief questionnaire below. Your attention is drawn to the Documents and Information to be Submitted section.

1	Quality Assurance	
1.1	Does your organisation hold a recognised quality management certification for example BS/EN/ISO 9002 or equivalent?	Yes / No
1.2	If not, does your organisation have a quality management system?	Yes / No
1.3	If you do not have quality certification or a quality management system, please explain why:	
2	Health & Safety	
2.1	Does your organisation have a formally documented and implemented health and safety at work policy?	Yes / No
2.2	If "No" please explain why:	
3	Equal Opportunities and Code of Conduct	
3.1	Does your organisation have a written equal opportunities policy, to avoid discrimination?	Yes / No
3.2	Does your organisation have a Code of Conduct or Code of Ethics?	Yes / No
4	Environmental Management	
4.1	Does your organisation operate in accordance with a formally documented and implemented environmental management system? (eg, BS/EN/ISO 14001 or Green Dragon)	Yes / No
4.2	Has your organisation undertaken an Environmental Risk Assessment or Review in the past two years?	Yes / No
4.3	Does your organisation have a formally documented and implemented sustainability or environmental policy?	Yes / No
5	Records Management Accreditation	
5.1	Does your organisation hold a Records Management accreditation or certificates?	Yes/No
5.2	If Yes, please specify	
6	Security Accreditation	
6.1	Does your organisation hold any security or information security accreditations?	Yes/No
6.2	If Yes, please specify	

Health and Safety Questionnaire

Health and Safety Law requires the Wales Audit Office to ensure that contractors perform their duties with due regard to occupational health and safety. The award of contracts by the Wales Audit Office is therefore determined not only on grounds of price and technical ability, but also on a contractor past record and present ability to carry out work safely and without risk to health.

HEALTH & SAFETY POLICY

Do you have a company Health & Safety Policy which includes statement, organisation for carrying out the policy -i.e. division of duties, delegation of responsibilities, structure chart etc. and the arrangements for carrying out the policy -i.e. safety procedures, safety manuals etc.

YES / NO

If the answer is Yes - please return a copy of your safety policy

ENFORCEMENT NOTICES

If you have had any improvement or prohibition notices or prosecutions served on your company in the last 3 years by the HSE or Local Authority please give details. If none, please answer **NO**.

(Disclosure of information will not disbar your company from the tender process). Use a separate sheet as necessary

EMPLOYEES AWARENESS

What arrangements does your company have in place to ensure that employees are aware of their health and safety obligations? State how the H&S policy is brought to the attention of all your employees. List current H&S handbooks or written instructions issued to your employees.

Please provide figures for **all ACCIDENTS / INCIDENTS and INJURIES** for the last 3 years.

01	Fatal Accidents	RIDDOR Reportable		Non RIDDOR Reportable Injuries (i.e. minor)	RIDDOR Reportable Dangerous Occurrences
		Major Injury	3+ Days		

Documents and Information to be submitted

Your tender should be presented as one document and in addition to the evidence required to satisfy the award criteria must include the following:

- a response to each paragraph of the Specification of Requirements on how you will fulfil the requirements;
- a fully itemised fee schedule to include, storage cost per box, collections and deliveries, destructions, consumables, costs for an uplift of records at the end of contract etc;
- your response to the questionnaires;
- name, address and telephone contact of a comparable client who would be prepared to offer a reference;
- a description of your internal quality assurance procedures and complaints handling process;
- evidence of sustainability/environmental reviews or assessments undertaken;
- a copy of your Health and Safety policy and the completed Questionnaire;
- evidence of any formal accreditations held, including those listed in paragraph 26; and
- copies of all relevant Insurance Policies.

Appendix 1 - Office locations

Main Offices	
Cardiff - 24 Cathedral Road, Cardiff CF11 9LJ	Ground Floor
Swansea - Unit 1A, First Floor, Dragon 24, Penllergaer, Swansea SA4 9HJ	First Floor
Ewloe - Unit 4, Evolution, Lakeside Business Village, St Davids Park, Ewloe CH5 3XP	First Floor
Other office locations	
WAO Audit Room c/o Cardiff and Vale NHS Trust, Brecknock House, University Hospital of Wales, Heath Park, Cardiff CF14 4XW	1st Floor
WAO Audit Room, c/o Ward 2, Dewi Sant Hospital, Albert Road, Pontypridd Rhondda Cynon Taff, CF37 1LB	1st Floor
WAO Audit Room, 2nd Floor, Block B (Corporate Finance) Mamhilad House, Mamhilad Park Estate, Pontypool NP4 0YP	2nd Floor
WAO Audit Room, Room 342, County Hall, Atlantic Wharf, Cardiff CF10 4UW	2nd Floor
WAO Audit Room, c/o Rhondda Cynon Taff Council, Block 5, 1st Floor, Bronwydd House, Porth CF39 9DL	1st Floor
WAO Audit Room, c/o Newport City Council, Civic Centre, Committee Room 6, Newport NP20 4UR	1st Floor
WAO Audit Room, c/o Blaenau Gwent County Borough Council, Civic Centre, Municipal Buildings, Ebbw Vale NP23 6XB	1st Floor
WAO Audit Room, NPT CBC, Room 266 First Floor, Civic Centre, Port Talbot SA13 1JP	1st Floor
WAO Audit Room, c/o Carmarthen County Council, Room LG32, County Hall, Carmarthen SA31 1JP	Ground Floor
WAO Audit Room, c/o 1st Floor, Picton House, 2 Picton Place, Haverfordwest SA61 2LU	1st Floor
WAO Audit Room, c/o Powys County Council, The Gwalia, Ithon Road, Llandrindod Wells LD1 6AA	Ground Floor
WAO Audit Room, c/o Denbighshire County Council, Room 2.69 Wynnstey Road, Ruthin LL15 1YN	1st Floor
WAO Audit Room, c/o Gwynedd Council, Shirehall Street, Caernarfon LL55 1SH	Ground Floor
WAO Audit Room, Flintshire County Council, County Hall, Mold, Clwydd CH7 6NB	6th Floor Phase 1
WAO Audit Room, Wrexham County Borough Council, Lamb Pit Street, PO Box 1295, Wrexham, LL11 1WS	1st Floor
WAO Audit Room, Abergele Hospital, Llanfair Road, Abergele LL22 8DP	Ground Floor

Appendix 2 - Terms and Conditions of Contract

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF OFFSITE RECORDS STORAGE

This Agreement is made on the

Between:

The Auditor General for Wales, together with Wales Audit Office, whose head office is at 24 Cathedral Road, Cardiff, CF11 9LJ (hereinafter called “**the Authority**”), and a company incorporated in (England and Wales/Scotland) whose registered office is at (hereinafter called “**the Contractor**”).

Whereas:

- the Contractor is engaged in providing an offsite records storage and;
- the Authority enters into this Agreement for the Contractor to provide an offsite records storage all as set out in this Agreement; and
- both parties agree to be bound by the terms and conditions set out in this Agreement.

1. Definitions and Interpretations

- 1.1 “**Agreement**” means this agreement together with all written schedules and other documents referred to.
- 1.2 “**the Service**” means the offsite records storage that the Contractor will supply and which is described in the specification.
- 1.3 “**Contractors Account Manager**” means the person nominated by the Contractor and agreed with the Authority as being responsible for managing the delivery of the Service in accordance with the terms of the Agreement.
- 1.4 “**Authority’s Nominated Representative**” means the person appointed by the Authority as being responsible for liaison with the Contractors Account Manager in respect of the Agreement.
- 1.5 “**Service Specification**” means the Specification of Requirements for an offsite records storage together with written response to it and subsequent correspondence.
- 1.6 “**Default**” means the default or failure of any obligation of the contract

2. Description of the Service

- 2.1 The Contractor shall provide to the employees of the Authority and other nominated individuals such an offsite records storage (hereinafter called “the Service”) as the Authority may reasonably require.
- 2.2 The scope of the Service at commencement of this Agreement is set out in the Service Specification.
- 2.3 The times during which the Service shall be provided, together with the response times the Contractor shall meet will be set out by the Authority’s Nominated Representative in agreement by both parties.

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- 2.4 The Authority has made the Contractor aware of its requirements for the provision of the Service and the Contractor agrees that it has been given the opportunity to ascertain the information necessary for it to provide the Service as set out in the Agreement.

3. Period of Agreement

- 3.1 This Agreement shall commence on and, except for early termination in accordance with the terms of the Agreement, shall continue for a period of five years (*with an option to review and extend for a further two years*). Changes to quotations shall be made in agreement by both parties.
- 3.2 Either party may give not less than two months written notice of their intention to terminate this Agreement.

4. The Provision of Services

- 4.1 The Contractor shall provide the Services as set out in the Service Specification. The Authority reserves the right to accept all or part of the Specification as set out in the Tender and will instruct the Contractor when to undertake the work.
- 4.2 The Contractor shall ensure that its staff undertaking work in providing the Service to the Authority shall be adequately trained and competent to provide the required services.
- 4.3 The parties recognise that the requirements of the Authority will change over time and this will necessitate forward planning of resource requirements by the Contractor. To facilitate this planning the Authority will, from time to time, provide to the Contractor information on its future requirements.
- 4.4 The Auditor General does not accept liability for any errors that may arise in the specified work. It is the responsibility of the service provider to ensure that all specified works are accurate. The Auditor General may reject any work, if, in their reasonable opinion, the service provider has failed to provide the offsite records storage to the standard and quality specified in the Contract or otherwise conveyed to the service provider in connection with the Contract.

5. Nature of Services

- 5.1 The Authority is not responsible for any acts or omissions of the Contractor. The Contractor will seek prior agreement before undertaking work when acting on behalf of the Authority.

6. Insurance

- 6.1 The Contractor must take out adequate insurance to cover its obligations and potential liabilities under the agreement.

7. Intellectual Property Rights

- 7.1** All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- 7.1.1** furnished to or made available to the Contractor by the Authority shall remain the property of the Authority.
 - 7.1.2** prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the Authority, and the Contractor shall not, and shall procure that the Contractor's employees, servants, agents, suppliers and sub-contractors shall not, (except when necessary for the implementation of the Contract) without prior approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to this Contract) which the Contractor may obtain in performing the Contract except which is in the public domain.
 - 7.1.3** At the termination of the Contract the Contractor shall immediately return to the Authority all materials, work or records held, including any back-up media.
 - 7.1.4** The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

8 Responsibility and Progress Reporting

- 8.1** The Contractor shall appoint the Account Manager who shall be responsible for the provision of the Service to the Authority.
- 8.2** The Authority's Nominated Representative shall be responsible for liaising with the Contractors Account Manager to determine that the Authority's requirements are met and to discuss and resolve matters relating to the Agreement.

9 Review Meetings

- 9.1** The Contractors Account Manager shall attend Review Meetings at the premises of the Authority, or such other location that the parties may agree. The Authority's Nominated Representative shall determine the frequency and dates of such Review Meetings.
- 9.2** The Review Meetings shall be to monitor progress and/or performance of the Contractor in providing the Service and to resolve matters arising and cost reduction initiatives that may from time to time be agreed between the parties. The Contractors Account Manager may be called upon to present information to the Management Team in agreement by both parties.

10 Payment

- 10.1** The Contractor shall be entitled to invoice the Authority at the times and in the manner set out in the Agreement on completion of each distinct piece of work or as agreed in advance by both parties.

10.2 Provided that the invoice is one which under the Agreement the Contractor is entitled to submit, the Contractor shall invoice the Authority and the Authority shall pay the Contractor within 30 days of receipt of a valid invoice.

11 Employees of the Contractor

11.1 The Contractor shall be the employer of the personnel provided to perform the services and shall be entirely responsible for the employment and terms and conditions of employment of the Employees. The Contractor is responsible for all PAYE, Income Tax and National Insurance Deductions of such personnel. The Contractor shall reimburse the Authority any sums the Authority has to pay to the HM Revenue and Customs in respect of their employees.

12 Transfer and Sub-Contracting

12.1 The Contract is personal to the Contractor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of the Contract or any part thereof without the previous consent in writing of the Authority.

12.2 Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

12.3 The Contractor will notify the Authority of potential Conflicts or Interest and will arrange suitable qualified alternate arrangements in agreement with the Authority.

12.4 The Contractor will not carry on in any business which could create a conflict of interest unless the Authority gives prior consent.

13 Protection of Personal Data

13.1 The Contractor's attention is hereby drawn to the Data Protection Act 1998. Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with the Contract.

14 Waiver

14.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any prejudice any right of that party under the Contract.

15 Force Majeure

15.1 Neither party shall be liable for the failure to perform its obligations under the Contract if such failure results from circumstances beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, terrorism, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available.

16 Confidentiality

- 16.1** The Authority and the Contractor shall keep confidential all information of the other party designated as confidential obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party, except where disclosure is required by the Freedom Of Information Act 2000, the Environmental Information Regulations, the Data Protection Act 1998, or any other legal requirement.
- 16.2** The Auditor General is a public authority under the Freedom of Information Act 2000. All information submitted to the Auditor General may therefore need to be disclosed in compliance with the Freedom of Information Act 2000 (the Auditor General reserves the right to decide what is or is not required by the Act), in compliance with other law, or because a court orders them to do so. Respondents should therefore seek to ensure that those parts of their Tender response they would prefer not to be disclosed are covered by exemptions provided by the Freedom of Information Act, identify them as such and explain (in broad terms) why the information should not be disclosed and the time period applicable to that sensitivity. The Auditor General is more likely to be able to justify non-disclosure of information in response to a Freedom of Information request if the suggested 'non-disclosure' items are classified in this way. The Auditor General reserves the right to disclose non-disclosure items if they are satisfied (acting reasonably) that it is in the public interest for the information to be disclosed. Receipt by the Auditor General of any material marked 'confidential' or equivalent should not be taken to mean that the Auditor General accepts any duty of confidence by virtue of that marking. The Auditor General also reserves the right to disagree with a non-disclosure classification.

(Respondents should note that the exemption provided by section 41 of the Freedom of Information Act does not automatically apply to all information marked 'in confidence'. It applies to information provided in confidence and where disclosure would be an actionable breach of confidence. The information should be recognisable as confidential in nature and must not be in the public domain already; it must have been received in circumstances which impose an obligation to maintain confidentiality on the person receiving it, and any unauthorised disclosure would cause harm to the confider.)

- 16.3** The provisions of Clause 16.1 and 16.2 shall not apply to any information in the public domain otherwise than by breach of Contract.
- 16.4** The Contractor and the Authority shall divulge confidential information only to those employees who are directly involved in the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 16.5** The Contractor shall ensure that their employees and its sub-contractors are bound by the requirements of this Clause 16.
- 16.6** The provisions of this Clause 16 shall continue in perpetuity and at the request of the Authority the Contractor will return any documents and confidential information obtained from the Authority in relation to the services.

17 Termination

- 17.1** The Authority may at any time by notice in writing terminate the Contract as from the date of service of such notice if:
- 17.1.1** there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Contractor or its Parent Company; or
 - 17.1.2** any partner or partners in the firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors, or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or they shall become apparently insolvent within the meaning of the Bankruptcy Act 1985 as amended by the Bankruptcy Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for or on behalf of their creditors or any similar event occurs under the law of any other jurisdiction; or
 - 17.1.3** the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 17.2** The Authority may at any time by notice in writing terminate the Contract forthwith if the Contractor is in Default of any obligation under the Contract and:
- 17.2.1** the Default is capable of remedy and the Contractor shall have failed to remedy the Default with fourteen (14) days of written notice to the Contractor specifying the Default and requiring its remedy; or
 - 17.2.2** the Default is not capable of remedy or is not deemed reasonable by the Authority, which includes additional circumstances arising as with conflicts of interest.
- 17.3** The Authority retains the right to terminate if there is a continuing event of force majeure as defined in Clause 15.1.
- 17.4** Termination in accordance with this Clause 17 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 17.5** The Authority will only be permitted to exercise its rights pursuant to Clause 17.1.1 for six (6) months after each such change of control and shall not be permitted to

exercise such rights where the Authority has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Authority within fourteen (14) days of any change of control taking place.

- 17.6** The Authority or Contractor may terminate the Contract by a minimum of *two (2)* month's notice to take effect at the end of the minimum period, that being *six (6)* months, or any period thereafter, with the exception of circumstances identified in Clause 16.

18. Welsh Language Scheme

- 18.1** The Contractor shall at all times comply with the Welsh Language Scheme (as amended from time to time) as if it were the Authority to the extent that the same related to the provision of the Services.
- 18.2** The Contractor shall deliver the services (in accordance with the specification) through the medium of English and Welsh (or on an equal basis).
- 18.3** The Contractor shall be responsible for promoting the delivery of the services in Welsh or English to the service user and shall use all reasonable steps to achieve this.
- 18.4** The contractor shall be responsible for monitoring the level of take-up for the service through the medium of Welsh and English and shall report to the Authority on a bi-annual basis by providing the following information in writing:
- 18.4.1** The number of users requiring the service in Welsh and English.
 - 18.4.2** The percentage increase/decrease from the previous report.
 - 18.4.3** The allocation of staff to deliver the services in Welsh and English.
 - 18.4.4** Any changes in service delivery made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescale of their implementation.
 - 18.4.5** Any complaints of difficulties indicated by service users or staff of the contractor in delivering the services in compliance with Welsh Language obligations during the report period (and any advice or guidance that is required by the Contractor in delivering such services).
- 18.5** Contractor specific proposals – Schedule to include any specific proposals included by the contractor within their successful tender to deal with Welsh Language requirements.

19 Law and Jurisdiction

- 19.1** This contract shall be governed by the law of England and Wales. All disputes or differences arising under or in connection with it shall be submitted to the exclusive jurisdiction of the High Court in Cardiff.



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