

**DATED 9 AUGUST 2022**

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

**AND**

**BEMROSE BOOTH PARAGON LIMITED**

**TERMS AND CONDITIONS FOR THE SUPPLY OF  
PAY AND DISPLAY TICKETS FOR PARKING MACHINES (GOODS)**

This Contract is made the **9th** day of **AUGUST 2022**

between

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (hereinafter "**the Council**") of the one part

and

**BEMROSE BOOTH PARAGON LIMITED** (trading as Paragon ID) registered number 04891375 whose registered office is at Bemrose Booth Paragon Ltd Stockholm Road, Sutton Fields, Hull, East Yorkshire HU7 0XY (hereinafter "**the Supplier**") of the other part

(hereinafter collectively "**the Parties**" and independently "**the Party**")

## **WHEREAS**

A. The Council is a local authority as defined by section 270 of the Local Government Act 1972 and has a duty under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvements in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

B. The Supplier acknowledges that the Council is subject to the Best Value duty (under the Local Government Act 1999 (as amended)) and that the Supplier shall throughout the Contract Period assist the Council in discharging its Best Value duty by actively promoting, supporting and assisting the Council in meeting its Best Value duty in respect of the Services.

C. By this Contract the Council seeks to procure the provision of specific services and/or supplies from the Supplier.

## **INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** means 1 August 2022.

**Commercially Sensitive Information:** the information comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.12.

**Contract:** the contract between the Council and the Supplier for the supply of Services in accordance with these Conditions.

**Contract Period:** the period from the Commencement Date until expiry of the Contract in accordance with clause 2.1.

**Council Materials:** has the meaning set out in clause 4.3 (i).

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach:** have the meanings given in Data Protection Legislation;

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended;

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom;

**Environmental Information Regulations:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure Event:** means any circumstance not within a party's reasonable control including, without limitation:

- a) war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom;
- b) nuclear, chemical or biological contamination of the Provider's property arising from any of the events at (a) above;
- c) riot, flood or earthquake; or
- d) epidemic of pandemic.

**GDPR:** takes the meaning referred to in the definition of Data Protection Legislation;

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by the Council and the Supplier and contained in Schedule 1 attached hereto.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a references to a party includes its personal representatives, successors or permitted assigns;
- (c) clause, Schedule and paragraph headings shall not affect the interpretation of this Contract;
- (d) the Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules;
- (e) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (f) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (g) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (h) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (i) a reference to **writing** or **written** includes faxes and e-mails.

## **2 BASIS OF CONTRACT**

- 2.1 This Contract is for the period from the Commencement Date for a period of thirty-six (36) months, extendable upon agreement in writing between the Parties for a period or periods of up to twenty-four (24) months in total, unless terminated earlier by either Party in accordance with clause 12 (Termination).
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 All of these conditions shall apply to the supply of services except where the application to one or the other is specified.

## **3 DATA PROCESSING**

Not used – the parties acknowledge that there is no data sharing or processing as a result of this Contract

## **4 SUPPLY OF SERVICES**

- 4.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Council in accordance with the terms of the Contract.
- 4.2 The Supplier shall meet any performance dates for the Services specified by the Council.
- 4.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;
  - (b) perform the Services with the due care, skill and diligence, in utmost good faith and in accordance with best practice in the Supplier's industry, profession or trade;
  - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Council;

- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Council, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier (**Council Materials**) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services.

## 5 COUNCIL REMEDIES

- 5.1 If the Supplier fails to deliver or perform the Services by the applicable date, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - (c) to recover from the Supplier any costs incurred by the Council in obtaining substitute goods and/or services from a third party;
  - (d) where the Council has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and
  - (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to meet such dates.
- 5.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

- 5.3 The Council's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **6 COUNCIL'S OBLIGATIONS**

The Council shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services; and
- (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Council considers reasonably necessary for the purpose of providing the Services.

## **7 CHARGES AND PAYMENT**

- 7.1 The charges for the Services shall, unless otherwise agreed upon in writing by the Council, be as set out in the Supplier's Quotation (contained in Schedule 2) and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.2 In consideration of the supply of Services by the Supplier, the Council shall pay the invoiced amounts for Services previously rendered to the satisfaction of the Council in accordance with this Contract within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 7.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 7.4 For the purposes of clause 7.3 an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 7.5 All amounts payable by the Council under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in

respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above National Westminster Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 7.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Council to inspect such records at all reasonable times on request.
- 7.8 The Council may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 In respect of any goods that are transferred to the Council as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Council, it will have full and unrestricted rights to sell and transfer all such items to the Council.
- 8.2 The Supplier assigns to the Council, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.



8.4 The Supplier shall, promptly at the Council's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Council in accordance with clause 8.2.

8.5 All Council Materials are the exclusive property of the Council.

## **9 INDEMNITY**

9.1 The Supplier shall keep the Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Council as a result of or in connection with:

- (a) any claim made against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (b) any claim made against the Council by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

## **10 INSURANCE**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 11 CONFIDENTIALITY

- 11.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, officers, representatives, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.2 This clause 11 shall survive termination of the contract.

## 12 TERMINATION

- 12.1 Without affecting any other right or remedy available to it, either Party may terminate this Contract with immediate effect by giving one month's written notice to the other Party if:
- (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 24 hours of receipt of notice in writing to do so;
  - (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c)12.4(c) to clause 12.4(j) (inclusive);
- (l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
- (m) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

12.3 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**13 CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

**14 FORCE MAJEURE**

14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (**Force Majeure Event**).

14.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

14.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 5 Business Days, the Council may terminate the Contract immediately by giving written notice to the Supplier.

**15 FREEDOM OF INFORMATION**

15.1 The Supplier acknowledges that the Council is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Supplier's expense) to enable the Council to comply with these Information disclosure requirements.

15.2 The Supplier shall and shall procure that its Sub-Contractors shall:

- (a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within three days of receiving a Request for Information;
- (b) provide the Council with a copy of all Information belonging to the Council in its possession or power in the form that the Council requires within five Business Days (or such other period as the Council may specify) of the Council requesting that Information; and

- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.
- 15.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
  - (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;
  - (b) is to be disclosed in response to a Request for Information.
- 15.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 15.5 The Supplier acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose Information:
  - (a) without consulting with the Supplier, or
  - (b) following consultation with the Supplier and having taken its views into account.

provided always that where clause 15.5(b) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 15.6 The Supplier 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 Council to inspect such records as requested from time to time.
- 15.7 The Supplier acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 15.5.

## **16 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS**

- 16.1 In performing its obligations under the agreement, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
  - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
  - (c) include in contracts with its direct sub-contractors and suppliers provisions which are at least as onerous as those set out in this Clause 16.
  - (d) notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
  - (e) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Council in connection with this agreement; and permit the Council and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 16.
- 16.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 16.3 The Council may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 16.

## **17 GENERAL**

- 17.1 **Assignment and other dealings.**
- (a) The Council may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  - (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Council.

17.2 **Health and Safety.** The Supplier acknowledges that it has been supplied with a copy of the Council's rules regarding health and safety. The Supplier agrees to comply with these rules, and any additional rules made known to the Supplier from time to time by the Council together with all applicable statutory rules and regulations regarding these matters. The Council will be responsible for procuring that its employees and agents also comply with these rules and regulations. Either party shall notify the other as soon as practicable of any health and safety hazards at the Council's Premises of which it becomes aware. The Supplier will draw these hazards to the attention of the Staff and will instruct those persons in connection with any necessary associated safety measures.

17.3 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.3(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.5 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the

further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.7 **Anti Discrimination.** The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment. The Supplier shall take all reasonable steps to secure the observance of clause 17.7 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in performance of this Contract.
- 17.8 **Audit.** The Supplier shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Contract including:
- (a) the Services provided under it;
  - (b) all expenditure reimbursed by the Council;
  - (c) all payments made by the Council.

The Supplier shall on request afford the Council or the Council's representatives such access to those records as may be required in connection with the Contract.

- 17.9 **Third party rights** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.
- 17.10 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties (or their representatives).
- 17.11 **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this



Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17.12 **Rights and remedies.** The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17.13 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

17.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof the Parties have executed this Contract on the day and year first above written

For and on behalf of **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

, Transportation Manager

  
\_\_\_\_\_

For and on behalf of **BEMROSE BOOTH PARAGON LIMITED**

  
**GENERAL MANAGER**  


**SCHEDULE 1**  
**SERVICE SPECIFICATION**

## **SPECIFICATION**

### **SECTION 1: INTRODUCTION**

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#### **1.1 Purpose**

Folkestone & Hythe District Council (F&HDC) maintains 36 off-street parking machines in 27 car parks across the district in addition to 29 on-street parking machines in 7 locations.

The estimated numbers of parking tickets needed to supply these machines are 600,000 off-street tickets and 100,000 on-street tickets per year.

### **SECTION 2: THE SPECIFICATION**

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#### **2.1 Outline Services**

2.1.1 The Council requires a supply of pre-formatted tickets for use in its on- & off-street parking machines.

2.1.2 All tickets are to be non-adhesive and compatible with F&HDC's machines as described in 2.2.

2.1.3 Tickets will be delivered to:

Parking Services,  
Folkestone & Hythe District Council,  
Civic Centre  
Castle Hill Avenue,  
Folkestone,  
CT20 2QY

2.1.4 The Supplier will deliver on a quarterly basis or as required. At the time of ordering, the contracting officer will specify the type (on- or off-street tickets) and volume of tickets to be delivered.

2.1.5 The Supplier will have rights to source and sell advertising material on the reverse of the tickets, subject to F&HDC's approval of the advertising material.

## 2.2 On & Off-Street Parking Tickets

F&HDC requires approximately 600,000 parking tickets for Parkeon Stelio and Parkeon Strada machines.

The quarterly breakdown of that estimate is as follows:

July to September:	175,000
October to December:	175,000
January to March:	175,000
April to June:	175,000

These figures are based on F&HDC's best estimates at May 2022. Actual volumes may vary over the course of the contract if the number of parking machines in place changes, and the volume required is dependent on the level of public demand at F&HDC's car parks.

Each ticket will be printed in black ink on the face and each ticket will be numbered sequentially on both sides.

A sample of the current layout is shown below.



## 2.3 Advertising

- 2.3.1 The Supplier will have rights to source and sell advertising material on the reverse of the tickets, subject to F&HDC's approval of the advertising material.
- 2.3.2 If the Supplier is successful in selling advertisement space on the rear of the tickets, a discount will be provided to F&HDC as per the Supplier's Price Schedule.
- 2.3.3 All additional costs to the Supplier resulting from the printing of advertisements on the tickets will be borne by the Supplier in full.
- 2.3.4 The Supplier will not print any advertisement on the tickets supplied under this contract where F&HDC objects to the content of the advertisement. The supplier will issue proofs to the contracting officer for approval prior to printing.

2.3.5 The Supplier may specify tickets bearing certain advertising are used at particular locations and/or at time in accordance with the advertiser's requirements. The details of these requirements will be agreed with F&HDC's contracting officer prior to printing.

## 2.4 Ordering & Delivery

2.4.1 The Supplier will deliver a portion of the annual requirement quarterly or as required. The purchase order will specify the type and annual volume of tickets required and the tickets will be delivered to F&HDC's address in 2.1.3 above or as specified at the time of ordering.

2.4.2 Delivery will be made within 12 weeks after the order has been placed to allow the Supplier time to source advertising material; or the contracting officer will specify if delivery is urgent and due immediately.

2.4.3 Delivery costs are to be included in the ticket price.

2.4.4 The Supplier will issue proofs to the contracting officer prior to printing. Tickets will be printed only after approval has been given for the final proofs.

## SECTION 3: PARKING MACHINE LOCATIONS

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<b>OFF-STREET</b>		
<b>Location</b>	<b>No. Machines</b>	<b>Make of Machine</b>
Tram Road Car Park Tram Road Folkestone	2	Parkeon Stelio
Harbourside Car Park Lower Sandgate Road Folkestone	1	Parkeon Stelio
Upper Payers Car Park Payers Park Folkestone	1	Parkeon Stelio
Shellons Street Car Park St Eanswythe Way Folkestone	1	Parkeon Stelio
Foresters Way Car Park Foresters Way Folkestone	1	Parkeon Stelio
Pleydell Gardens Car Park Pleydell Gardens Folkestone	1	Parkeon Stelio

Leas Cliff Hall Car Park Sandgate Road Folkestone	2	Parkeon Strada
Coastal Park Car Park Lower Sandgate Road West Folkestone	3	Parkeon Stelio
Castle Road Sandgate	1	Parkeon Stelio
Battery Point Sandgate	1	Parkeon Stelio
Seapoint Hythe	1	Parkeon Stelio
Twiss Fort Hythe	1	Parkeon Stelio
The Paddocks Car Park Prospect Road Hythe	1	Parkeon Strada
Mount Street Car Park (Aldi's Supermarket) Mount Street Hythe	2	Parkeon Strada
Military Road Car Park Military Road Hythe	2	Parkeon Stelio
Dymchurch Central Orgarwick Avenue Dymchurch	2	Parkeon Stelio
Martello Car Park Dymchurch Road Dymchurch	1+1	Parkeon Strada & Parkeon Stelio
High Knocke Car Park Dymchurch Road St Mary's Bay	1+1	Parkeon Strada & Parkeon Stelio
Church Road Car Park Church Road New Romney	1	Parkeon Stelio
West Street Car Park West Street New Romney	1	Parkeon Stelio
Coast Drive Car Park Coast Drive Greatstone	1	Parkeon Stelio
Jolly Fisherman The Parade Greatstone	1	Parkeon Stelio

The Coastal Park Lower Sandgate Road Folkestone	1	Parkeon Strada
East Cliff Pavilion Wear Bay Road Folkestone	1	Parkeon Strada
Wilberforce Road Sandgate	1	Parkeon Strada
The Lade Lydd on Sea	1	Parkeon Strada
West Hythe Car Park West Hythe	1	Parkeon Strada

<b>ON-STREET</b>		
<b>Location</b>	<b>No. Machines</b>	<b>Make of Machine</b>
Langhorne Gardens Folkestone	1	Parkeon Strada
Clifton Gardens Folkestone	1	Parkeon Strada
The Leas Folkestone	4	Parkeon Strada
The Leas bandstand Folkestone	1	Parkeon Strada
Marine Parade Folkestone	5	Parkeon Strada
Lower Sandgate Road Folkestone	2	Parkeon Strada
Harbourside Folkestone	1	Parkeon Strada
Princes Parade	12	Parkeon Strada

**SCHEDULE 2**  
**SUPPLIER'S QUOTATION**



# Invitation to Quote (ITQ) Supplier Response Document



## Supply of Pay & Display Parking Tickets June 2022

### CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

### APPENDICES

Please list any additional documents you have submitted with your quotation:

- 45001 Certification
- 27001 Certification
- 14001 Certification
- 9001 Certification
- Modern Slavery Policy
- Whistleblowing Policy
- Employers Liability Insurance
- GDPR Policy

## SECTION 1 – SUITABILITY QUESTIONNAIRE

### 1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this quotation	Bemrose Booth Paragon T/A Paragon ID
Registered office address:	Stockholm Road, Sutton Fields Industrial Estate, Hull, HU7 0XY
Company registration or charity registration number	04891375
VAT registration number	GB 172 531 520
Name of immediate parent company	Paragon ID
Name of ultimate parent company	Paragon Group
Type of organisation: <ul style="list-style-type: none"> <li>• public limited company (PLC)</li> <li>• limited company (LTD)</li> <li>• limited liability partnership (LLP)</li> <li>• other partnership</li> <li>• sole trader</li> <li>• third sector (charity)</li> <li>• other (please explain)</li> </ul>	please state which: LTD
Are you a Small, Medium or Micro Enterprise (SME)?	No
<b>Contact details for questions about this quotation</b>	
<b>Name:</b>	██████████
<b>Phone:</b>	██████████
<b>Mobile:</b>	██████████

<b>Email:</b>	██████████@paragon-id.com
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### **Sole bidding organisation**

You are a 'sole bidding organisation' if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response\*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

\*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

### **Consortia, partnerships and joint ventures**

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

### **Special Purpose Vehicles (SPV)**

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

<b>Consortia and sub-contracting</b> (please tick)	
a) Your organisation is bidding to deliver the contract itself	X
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract  If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<p><b>If your answer is (c) or (d)</b> please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.</p>	

## 1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your quotation will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.2.1 Details about the grounds for mandatory rejection are set out on online (<a href="#">go to gov.uk webpage</a>).</p> <p>Has your organisation  or any other person who has powers of representation, decision or control in the organisation  been convicted anywhere in the world for any of the relevant offenses within the last 5 years?</p>	No
<p>1.2.2 If you answered "yes" to the previous question, please provide details about the incident and what action your organisation has taken since.</p>	
Not applicable	

### 1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'yes' to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.3.1 Details about the grounds for discretionary rejection are set out on online (<a href="#">go to gov.uk webpage</a>).</p> <p>Do any of the discretionary rejection criteria described in the linked document apply to your organisation or any other person who has powers of representation, decision or control in the organisation or have they applied within the last 3 years?</p>	<p>No</p>
<p>1.3.2 Are you aware of conflicts of interest in submitting this quotation or which may occur in delivering the services?</p>	<p>No</p>
<p>1.3.3 If you answered "yes" to the previous questions, please provide details of your situation, including any action your organisation has taken or agreed to take.</p>	
<p>Not applicable</p>	

### 1.4 ECONOMIC & FINANCIAL STANDING

Not used.

### 1.5 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes

## 1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.  
This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

1.6.1 Does your organisation meet the required Health and Safety obligations under the applicable legislation?	Yes
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1.6.2 Will you accept any additional Health and Safety instructions issued by F&HDC during the contract?	Yes
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## 1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.7.1 Does your organisation comply with its legal obligations under the Equality Act 2010, relating to protected characteristics?	Yes
1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation?	No
1.7.3 If you answered "yes" to the previous questions, please provide details of your situation, including any action your organisation has taken or agreed to take.	
Not applicable	
1.7.4 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?	Not applicable

## 1.8 MODERN SLAVERY

1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with a turnover of £36 million or more to develop a slavery and human trafficking statement each year.  Does this requirement apply to your organisation?  Guidance about the Modern Slavery Act 2015 can be found online ( <a href="https://www.gov.uk/government/guidance/modern-slavery-act-2015">go to gov.uk webpage</a> )	Yes
1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?  <b>If yes</b> , provide the web address where your report can be found  <b>If no</b> , please explain.	Yes  <a href="https://www.paragon-europe.com/node/747">https://www.paragon-europe.com/node/747</a>
1.8.3 This question is for information only. Your quotation will not be rejected if the answer is 'no'.	

If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain? NA

This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.

If **yes**, please provide details of the measures currently in place.

Yes – site policy attached as supporting documentation

## 1.9 WHISTLEBLOWING

1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&HDC's Whistleblowing policy by contract award?

[\(go to F&HDC's policy page\)](#)

Yes - Attached

## SECTION 2 –TECHNICAL AND QUALITY QUESTIONS

### 2.1 CAPABILITY (PREVIOUS EXPERIENCE)

Not used.

### 2.2 GENERAL DATA PROTECTION

For the purposes of the Data Protection Legislation, F&HDC does not anticipate the contractor processing any data on our behalf. The contractor will be a data controller of information relating to F&HDC and its officers as clients of the contractor.

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations and F&HDC's information management policies while performing the contracted services?

If yes, please provide details.

If no, please detail what measures will be in place before the contract starts.

Yes – GPDR Policy & 27001 certification.

### 2.3 HEADLINE QUESTIONS

Please note that these questions are pass/fail (a YES will be a pass, a NO will be a fail)

2.3.1 Can you provide tickets compatible with Parkeon Stelio parking machines?

Yes



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2.3.2 Can you provide tickets compatible with <u>Parkeon Stada</u> parking machines?	Yes
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The questions below are for information only. Your quotation will not be rejected if the answer is 'no'.

2.3.3 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?	Yes – Internal carbon measurement and energy reduction place recently set up and currently setting baseline. Internal projects to remove solvent from production.
<p>2.3.4 Provide an estimated figure for your scope 1 (direct emissions), scope 2 (energy indirect) emissions for your organisation's previous financial year.</p> <p>Guidance on how to calculate this figure can be found online (<a href="#">go to "Small Business User Guide" on gov.uk website</a>)</p>	
<p>Direct Emissions – 75 Tons VOC</p> <p>Indirect - 122.9 Tons CO2</p>	
<p>2.3.5 The estimated annual value of this contract is £1,500.</p> <p>Calculate the estimated annual contract value as a % of your turnover for the last financial year or your estimated turnover for the current financial year (e.g. £1,500 is 0.5% of £300,000).</p> <p>Apply this percentage to your estimated annual emissions to provide an estimate of the CO2 that will be emitted in the delivery of this contract.</p> <p>(e.g. if the contract value is estimated at 0.5% of your turnover, provide a figure for 0.5% of your organisation's scope 1 and scope 2 carbon emissions)</p>	
<p>0.00701%, 197.49 tonnes, -&gt;1.4 tonnes of CO<sub>2</sub> emissions as a result of contract.</p>	
<p><b>2.3..6 Use of Recycled Material</b></p> <p>What percentage (%) of the paper used to manufacture your tickets is recycled material?</p>	

You must provide supporting evidence of this.

The material we use isn't recycled, but it is 100% fully recyclable. Any waste incurred in the manufacture of the finished tickets is compacted on site and recycled externally.

Also, all of our paper suppliers are FSC accredited which means that all Forestry associated in the manufacture of their product is fully sustainable and traceable to source.

Please see the website <https://fsc.org/en>

### SECTION 3 – PRICING SCHEDULE

- 3.1 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).
- 3.2 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.
- 3.3 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.
- 3.4 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract subject.
- 3.5 If we find any arithmetical or mathematical errors in your quotation, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your quotation is complete, comprehensive and correct.
- 3.6 Evaluation of your price will assume you are not successful in sourcing advertisement material: your quote will be evaluated on the non-discounted rate.

<b>Tickets per 1000</b>	£ [REDACTED] p/1,000 tickets
<b>Estimated Annual Volume</b>	<b>700,000</b>
<b>Estimated Annual Cost*</b> <b>based on estimated annual volume</b>  *used for evaluation of quote	£ [REDACTED] + VAT
<b>Discount for advertising per 1000 tickets</b> if Supplier is successful in sourcing advertisement material	£ [REDACTED] p/1,000 tickets as and when we sell and print paid

	advertisements on the reverse of the tickets.
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Total estimated contract value (annual estimate x 5) = **£9,170.00 + VAT**

## SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

Please ensure you have read Appendix B and Section 7 of the Instructions document.	Yes
Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-quote clarifications)?	

## SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: **[TITLE]**

REFERENCE: **[KBP PROJECT NUMBER]**

On behalf of Paragon ID, I offer to provide the supplies, services and/or works to F&HDC as specified in the quotation documents, commencing and continuing for the period specified in those documents (including any option to extend).

The quotation documents consist of:

- Invitation to Quote Instructions
- Specification
- Draft contract terms
- this response document
- and any documents I have submitted with this response document (listed on the first page)

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between F&HDC and ourselves.

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Invitation to Quote Instructions**.

*Invitation to Quote (ITQ) - Supplier Response Document*

I understand F&HDC is not obliged to accept the quotation with the lowest cost or any quotation.

I accept that any costs incurred in preparing this quotation are at the organisation's own cost and F&HDC will not provide any reimbursement of these costs for unsuccessful or successful quotations.

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.



I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

I declare our quotation has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our quotation has not been shared with any person before the Quotation Return Date and not without the written consent of F&HDC.

I declare no person at the organisation has canvassed or solicited any member, officer, employee or agent of F&HDC in connection with the award of the Contract and that no person will do so before F&HDC completes the evaluation process.

I warrant that I have all requisite authority to sign this quotation and confirm that I have complied with all the requirements of the tender process described in the **Invitation to Quote Instructions** and this **Invitation to Quote supplier response document**.

Signature:	
Name & job title:	 – General Manager
Dated:	11/7/22
For and on behalf of:	Paragon ID