**CLARIFICATION LOG – Hired Passenger Transport**

|  |  |  |
| --- | --- | --- |
| **Date** | **Question** | **Answer** |
| 17/03/17 | **Please can we clarify the cover required with regards to Liability, as “\*\*\*” has limits and the following clauses suggest there is no limit - or does the below first paragraph confirm that the level of liability will be set in the call off contract. If so we should have an idea of the amounts required?**  ----------------------------------------------------------------  acknowledge and agree that this Clause 26 shall not limit either Party's liability under any Call-Off Contract and that each Party's liability in relation to a Call-Off Contract shall be as set out in the Call-Off Contract.  ----------------------------------------------------------------  Neither Party excludes or limits its liability for:-  26.1.1 death or personal injury caused by its negligence, or that of its Staff;  ----------------------------------------------------------------  26.3  Subject to Clause 26.1 each Party's total aggregate liability in connection with this DPS Agreement in each twelve (12) Month period during the Term (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) shall be limited to £1 million. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 26 shall not limit either Party's liability under any Call-Off Contract and that each Party's liability in relation to a Call-Off Contract shall be as set out in the Call-Off Contract.  ----------------------------------------------------------------  26.3 Subject to Clause 26.2 the Provider shall indemnify and keep indemnified  Subject to Clause 26.2 the Provider shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, fines, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the DPS Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider. This Clause shall not apply to the extent that the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Staff or by any circumstances within its or their control.  ----------------------------------------------------------------  27.2.1  Public liability insurance cover shall be in the minimum sum of £10,000,000 (ten million pounds) in respect of any one incident and the number of incidents covered shall be unlimited;  **We have £5000,000 is this sufficient?**  ----------------------------------------------------------------  27.4 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities arising under the DPS Agreement.  **This suggest that no matter what insurance you have, there is no limit?** | The reference to  the ‘Call-Off Contract’ within clause 26.2 has been deleted (see the latest attached amended DPS Agreement) as this is deemed irrelevant in relation to this contract as Attachment E describes the process of the Call-Off rather any terms and conditions.  Providers are required to accept the terms within the DPS Agreement relating to Liability (clause 26) and Insurance (clause 27).  This clause has now been amended, please see ammended DPS aggreemnent. |
| 22/03/2017 | Can you please advise the deadline for the submission of our responses? | The deadline for Round 1 of the DPS is 16:00 on 31/03/2017. After which the DPS will remain open and in place for four years (plus two / plus two additional years – up to four additional years in total). |
| 23/03/17 | I was just looking for a little more clarity on how to go about answering these questions? For example Question 1 regarding "Contract management arrangements & working arrangements. What contracts are you referring to?  Also, do these questions require attachments to add to answers as the option for said things is not there. | The council would like to know what measures you have/will put in place to ensure that your employees are aware, managing and meeting the requirements set out in the specification in order to ensure that a good quality of service is provided. |
| 24/03/17 | Attachment A - Selection Questionnaire indicates that the maximum word count for this question is 1,000. However on uploading the response only 500 are allowed. Can you clarify please? | The word limit for questions 9.1 and 10.1 is 1000 words and the other questions is 500. |