

United Kingdom-Grimsby: Telephone network maintenance services

OJ S 20/2014 29/01/2014

Contract notice

Supplies

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: The Grimsby Institute of Further and Higher Education

Postal address: Laceby Road

Town: Grimsby

Postal code: DN34 5BQ

Country: United Kingdom

For the attention of: Mel Day

E-mail: purchasing@grimsby.ac.uk**Internet address(es):**General address of the contracting authority: www.grimsby.ac.ukAddress of the buyer profile: www.grimsby.ac.uk**Additional information can be obtained from:**

the abovementioned address

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:

the abovementioned address

Tenders or requests to participate must be submitted: the abovementioned address**I.2. Type of the contracting authority**

Other: Further Education College

I.3. Main activity

Education

I.4. Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities: no

Section II: Object of the contract

II.1. Description**II.1.1. Title attributed to the contract by the contracting authority**

The Grimsby Institute - Group Landline System.

II.1.2. Type of contract and place of performance or delivery

Supplies

Purchase

Main site or place of performance: Nuns Corner Laceby Road Grimsby DN34 5BQ.

NUTS code

II.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT:

Range: between 300 000 and 350 000 GBP

II.1.5. Short description of the contract or purchase(s)

The Grimsby Institute Group (The Group) is one of the East Coast's largest providers of Further and Higher education. The Group comprises of the Grimsby Institute, University Centre Grimsby (UCG), and Yorkshire Coast College in Scarborough and Lincolnshire Regional College in Skegness along with several satellite sites.

The Group invites all suitably equipped companies to tender for the installation of a Group Wide Telephony System as per the details below.

The Grimsby Institute Group (the Group) has decided to replace its telephony solutions to support a new set of business and functional requirements that have emerged after a succession of mergers.

The Group consists of many sites, each with an existing and varied telephony infrastructure.

The Group engaged an independent telecommunications consultant to undertake an options appraisal for the development of its telephony infrastructure. From this options appraisal it has been decided that the preferred approach will be to strategically migrate all users to a new IPT infrastructure.

Grimsby Campus Background

The telephony infrastructure at the Grimsby sites is split between Aastra MD110 and Advoco Swift telephone systems.

The Aastra system is operating on software revision BC 13. This configuration is also known as MX-One Telephony Server Switch.

The MD110 is a digital telephone system that utilises time division multiplexing (TDM) technology to switch calls between extensions and exchange lines.

The MD110 utilises Consono LIMS for the stacking of system hardware.

The extension number range on the MD110 is 3 digits. e.g. 101

II.1.6. CPV code(s)

50334110 Telephone network maintenance services, 32429000 Telephone network equipment , 32551100 Telephone connections, 32551400 Telephone network, 32543000 Telephone switchboards, 32552000 Electrical apparatus for line telephony or line telegraphy

II.1.7. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: no

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

II.2.2. Information about options

Options: no

II.2.3. Information about renewals

II.3. Duration of the contract or time limit for completion

Start 27.5.2014.

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

The Grimsby Institute of Further and Higher Education Standard Terms and Conditions of Contract for Supplies

1. Definitions and Interpretation

(1) In these terms and conditions of contract for the purchase of goods (Conditions):

GIFHE means The Grimsby Institute of Further and Higher Education

GIFHEs Premises means land or buildings owned or occupied by GIFHE;

the Contract Price means the price in respect of the goods inclusive of packaging, marketing, handling, freight and delivery, insurance and any other applicable costs and charges but excluding Value Added Tax;

Confidential Information means all information obtained by the Contractor from the GIFHE, including but not limited to the Contract itself and the provisions of the Contract;

the Contract means the agreement concluded between GIFHE and the Contractor for the supply of Goods, including without limitation the Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the Contractor means the person who agrees to supply the Goods provided for in the Contract and includes any person to whom all or part of the Contractors obligations are assigned pursuant to Condition 4;

Intellectual Property Rights means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, know how, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

the Goods means the goods to be supplied under the Contract;

Purchase Order means the document so described by GIFHE to purchase the Goods which makes reference to the Conditions.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

(a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

(b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

(c) references to person, where the context allows, includes a corporation or an unincorporated association.

2. Acts by GIFHE

Any decision, act or thing which GIFHE is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by GIFHE to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective three working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment and Sub-contracting

- (1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of GIFHE.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of GIFHE.
- (3) If the Contractor uses a sub-contractor for the purpose of providing the Goods, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.
- (4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.
- (5) GIFHE shall be entitled to assign any or all of its rights under the Contract to any Authority as defined in Regulation 3(1) of the Public Supply Contracts Regulations 1993, provided that such assignment shall not materially increase the burden of the Contractors obligations under the Contract.

5. Waiver

- (1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- (2) No waiver shall be effective unless it is communicated to the other party in writing.
- (3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

6. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or any other competent body in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

7. Amendments and Variation

No amendment or variation to the terms of the Contract including these Conditions shall be valid unless previously agreed in writing between GIFHE and the Contractor.

8. Invoices and Payment

- (1) The Contractor shall submit invoices at times or intervals agreed by GIFHE in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out GIFHE's Purchase Order or contract number, the amount and, where not all of the Goods to which the invoice relates have been supplied, confirmation when those Goods will be supplied and its confirmation that the Goods have been supplied.
- (2) In consideration for the supply of the Goods by the Contractor, GIFHE shall pay the amount after receiving a correctly submitted invoice as set out in paragraph (1) of this Condition. Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.
- (3) The Contractor shall not be entitled to charge for the supply of any goods that are not part of the Goods agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 7.

(4) GIFHE may reduce payment in respect of any Goods that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of GIFHE.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the GIFHE setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when GIFHE received the invoice, or, if the Contractor had not supplied the Goods before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor supplied the Goods.

9. Accounts

(1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by GIFHE and all payments made by GIFHE in respect of the Goods.

(2) The Contractor shall permit GIFHE by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as GIFHE shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide GIFHE or its independent auditor with such explanations relating to that expenditure as GIFHE may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

10. Recovery of Sums Due

(1) Whenever under the Contract or otherwise any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with GIFHE or with any other department, agency or office of Her Majesty's Government.

(2) Any over-payment by GIFHE to the Contractor whether in respect of the charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to paragraph (1) of this Condition or otherwise.

11. Value Added Tax

(1) GIFHE shall pay to the Contractor, in addition to the charges, a sum equal to the Value Added Tax chargeable on the value of the Goods provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by GIFHE, furnish such information as may reasonably be required by GIFHE relating to the amount of Value Added Tax chargeable on the Goods.

12. Delivery

(1) The Goods shall be delivered at such times, at such places and in such manner as is specified in the Contract.

(2) Unless the Contract specifically otherwise provides, time of delivery shall be of the essence and failure to deliver within the specified time shall entitle GIFHE, at its option, and without prejudice to its other rights and remedies, to treat such failure as a fundamental breach of

Contract so as to release GIFHE from any obligation to accept the Goods or pay for them, or entitle it to cancel by notice in writing to the Contractor all or part of any order in relation to the Goods.

(3) Any access to GIFHEs Premises and any labour and equipment provided by GIFHE in connection with delivery shall be provided without acceptance by GIFHE or the Crown of any liability in respect of any actions, claims, demands, costs and expenses incurred by third parties (including any agent of GIFHE or the Crown) for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of GIFHE, the Crown or any servant or agent thereof.

(4) Where any access to Authority Premises is necessary in connection with delivery or installation, the Contractor and his sub-contractors shall at all times comply with the reasonable requirements of GIFHEs head of security.

13. Inspection

(1) GIFHE may inspect or arrange for the inspection of all or any of the Goods in the course of production at the Contractors premises, or the premises where the goods are being produced, at any reasonable time.

(2) Without prejudice to GIFHEs right of inspection under (1) of this Condition, GIFHE may inspect or arrange for the inspection of all or any of the Goods at the Contractors premises or premises where the goods have been produced, or after delivery, or as otherwise provided in the Contract.

(3) When GIFHE wishes to exercise its right of inspection under this Condition, the Contractor shall give GIFHE full and free access to the said premises as and when required for that purpose and shall provide at its own expense all such accommodation and facilities in connection with the inspection and all appliances, materials and labour required for inspection purposes as GIFHE may reasonably require.

14. Rejection of the Goods

(1) GIFHE may reject any Goods which on inspection are found not to conform with the requirements of the Contract.

(2) GIFHE may reject the whole of any consignment of the Goods if an inspection shows that:

(a) such proportion or percentage of the Goods in that consignment as the Contract may specify as being appropriate for the purposes of this Condition; or

(b) such samples taken indiscriminately from that consignment by GIFHE, do not conform with the requirements of the Contract.

(3) When under this Condition GIFHE rejects any Goods or consignment after delivery, the Contractor shall, subject to the provisions of paragraph (7) of this Condition, at his own expense remove the rejected Goods and shall do so within such period as is provided by the Contract or, if the Contract makes no such provision, within 8 working days of GIFHEs notice of rejection.

(4) If the Contractor fails to remove the Goods or any of them in accordance with paragraph (3) of this Condition, GIFHE may return the rejected Goods or any of them to the Contractor at the Contractors risk, the cost of carriage being recoverable by GIFHE from the Contractor.

(5) When under this Condition GIFHE rejects any Goods or consignment after delivery, the Contractor shall at its own expense deliver in the place of the rejected Goods, Goods which conform with the requirements of the Contract and shall do so within the period for delivery stipulated in the Contract or within such further reasonable period as GIFHE may allow.

(6) If the Contractor considers himself aggrieved by a rejection under this Condition, he may give GIFHE notice of objection. Such notice shall be given within 8 working days from GIFHEs notice of rejection and before removing the rejected

15. Loss of Damage to the Goods

(1) The Contractor is responsible for the Goods and any materials, equipment, fittings or things

acquired or allocated by it for incorporation therein until delivery has been effected in accordance with Condition 12 and the Contractor shall make good any loss or destruction of or damage to the Goods or any such materials, equipment, fittings or things however sustained which may occur before such delivery.

(2) Paragraph (1) of this Condition shall apply notwithstanding that the Goods concerned may have been inspected in accordance with the Contract or that the property therein may have passed, in accordance with provisions specifically made in the Contract, from the Contractor to GIFHE or its agent earlier than upon delivery.

(3) Unless the Contract specifically provides otherwise, the Contractor is not responsible for the Goods after delivery save that he shall become responsible in all respects for any Goods which under Condition 14 GIFHE rejects after delivery, and such responsibility shall take effect upon the Contractor:

(a) removing the Goods in accordance with paragraph (3) of Condition 14; or

(b) upon the returning of the Goods to the Contractor in accordance with paragraph (4) of Condition 14; or

(c) if he fails so to remove the Goods, or if GIFHE does not exercise the right to return the Goods, on the expiry of the period provided by the Contract or, where no such period is provided, on the expiry of the 8th working day after GIFHE's notice of rejection of the Goods.

(4) Notwithstanding the provisions of paragraph (3) of this Condition, the Contractor shall not be responsible for any Goods which remain in the possession of GIFHE after GIFHE has rejected them for so long as they so remain after notice of objection to the rejection has been given under paragraph (6) of Condition 14 and the dispute between the parties relating to the rejection remains unresolved.

16. Acceptance of the Goods

(1) Acceptance of the Goods or a consignment of Goods shall take place when GIFHE confirms acceptance of the Goods in accordance with the procedure specified in the Contract, and if none is so specified, GIFHE shall be deemed to have accepted the Goods or a consignment of Goods without prejudice to any remedies, on the occurrence of any of the following:

(a) GIFHE takes the Goods into use;

(b) GIFHE fails to exercise its right of rejection of the Goods under Condition 14 within any period specified for that purpose in the Contract;

(c) where no period for exercising the right of rejection is specified in the Contract a reasonable time has elapsed since delivery of the Goods was effected in accordance with the manner specified under Condition 12 or in accordance with the Contract.

17. Marking of Goods

If so required by the Contract, the Contractor shall at its own expense mark or permit the representative of GIFHE to mark all approved materials, Goods or parts thereof with recognised Government marks. In the case of materials, Goods or parts thereof which cannot be so marked, the same shall, if so required by GIFHE, be packed in suitable packages or cases, each of which shall be sealed and shall have the Government mark placed on the seals.

18. Identification of the Goods

All goods which customarily have any mark, tab, brand, label or other device indicating place of origin, inspection by any body or standard of quality must be delivered with all the said marks, tabs, brands, labels or other devices intact.

19. Packaging Containers and Pallets

Unless otherwise provided in the Contract, GIFHE will not be obliged to return any containers (including packing cases, boxes, pallets, tins, drums and wrappings) supplied by the Contractor, and the cost of such containers shall be considered as having been included in the charges.

20. Specification and Quality Assurance

(1) The Goods shall be of the quality and kinds described and equal in all respects to the description, specification, patterns and Contractors samples which form part of the Contract or are otherwise relevant for the purpose of the Contract. Except in so far as may otherwise be indicated by such descriptions, specifications, patterns or Contractors samples, the Goods shall be strictly in compliance with the latest British Standards (or equivalent international Standard) where such exist.

(2) The contractor shall ensure that the design, construction, quality and safety of any goods manufactured or supplied by it comply with any Rule or Regulations which may be in force at the time.

(3) The Contractor shall, if so requested by GIFHE, furnish details of its quality management system and produce evidence, if appropriate, of certification to BS5750/EN29000/ ISO9000 or equivalent.

21. Default by Contractor

(1) If the Contractor commits a material breach of any term of the contract, either in relation to time of delivery or otherwise, GIFHE shall be entitled (whether or not the goods have been accepted by GIFHE and whether the property in the goods has passed to GIFHE) to take any of the following actions at its discretion:-

(a) terminate the contract under clause 23.

(b) return the Goods or any part thereof to the Contractor. The Contractor shall pay any costs incurred thereby. GIFHE shall be entitled to be repaid in full for any Goods so returned;

(c) give the Contractor the opportunity to replace, repair or reinstate the Goods at the Contractors expense so that they comply with the terms of the contract;

(d) refuse to accept any further deliveries of Goods without any liability to the Contractor;

(e) carry out at the Contractors expense such work as may be necessary to make the Goods comply with the contract;

(f) claim such damages, cost and expenses as GIFHE may have sustained in consequence of any breach of the terms of the contract or failure by the contractor any statutory or other legal obligations specified or implied by law;

(2) These rights shall be in addition to and without prejudice to any rights GIFHE may have.

22. Termination for Insolvency or Change of Control

(1) The Contractor shall notify GIFHE in writing immediately upon the occurrence of any of the following events:

a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 22(1)(a) or (c) occurs in respect of any partner in the firms or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or

c) where the Contractor is a company or a limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company or limited liability partnership makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

d) the Contractor undergoes a change of control, where control has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by GIFHE of the

occurrence of any of the events described in that paragraph, GIFHE may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without any prejudice to any right or action or remedy which may accrue to GIFHE thereafter. GIFHE's right to terminate the Contract under Condition 22(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 22(1), or such other period as is agreed by the parties.

23. Termination for Breach of Contract

If either party commits a material breach of any term of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or otherwise in relation to the Contract.

24. Cancellation

GIFHE shall be entitled to terminate the Contract by giving to the Contractor not less than 28 days notice in writing to that effect without prejudice to any rights or remedies of the Contractor for breach of contract.

25. Dispute Resolution

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

(3) The supply of the Goods shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

(4) If the parties agree to refer the dispute to mediation:

(a) in order to determine the person who shall mediate the dispute (the Mediator) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Office of Government Commerce on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

(b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from Office of Government Commerce to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

(d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both GIFHE and the Contractor;

(e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 25(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed

or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

26. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of GIFHE. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 26 (1) shall not apply to information which:

(a) is or becomes public knowledge (otherwise than by breach of these Conditions) or a breach of an obligation of confidentiality to any other department or office of Her Majesty's Government;

(b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from GIFHE; or

(c) is required by law to be disclosed.

(3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

(4) Except with the prior consent in writing of GIFHE, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of supplying the Goods.

27. Government Property

(1) All Government Property shall remain the property of GIFHE and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of GIFHE.

(2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies GIFHE to the contrary within 14 days or such other time as is specified in the Contract.

(3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by GIFHE.

(4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of GIFHE, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at GIFHE's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the negligence or default of his servants, agents, or sub-contractors.

28. Indemnities

(1) The Contractor shall not be liable for any loss, damage or delay suffered by GIFHE to the extent that such loss, damage or delay is attributable to instructions given by or on behalf of GIFHE.

(2) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of GIFHE or its representatives in their personal capacity.

(3) The Contractor undertakes to indemnify and keep indemnified GIFHE from and against any and all loss, damage to property or bodily injury, or liability (whether criminal or civil) suffered by GIFHE, its employees or agents or any third party resulting from a breach of the Contract by the Contractor or any negligent act, neglect or default of the Contractor, his employees or agents in the performance of the Contract.

(4) GIFHE shall indemnify the Contractor against all actions, claims, demands, costs, charges

and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright, patent, registered design or other property right used at the request of GIFHE by the Contractor in the course of undertaking the Contract.

29. Insurance

The Contractor shall insure against its liability under Condition 28 (3) with a minimum limit of indemnity of £5,000,000 or such other sum as may be agreed in writing between the Contractor and GIFHE.

30. Corrupt Gifts and Payments of Commission

(1) The Contractor shall not:

- a) offer or give, or agree to give, to any person employed by or on behalf of GIFHE any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with GIFHE, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with GIFHE;
- b) enter into the Contract or any other contract with GIFHE or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by GIFHE to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by anyone employed by him or acting on his behalf (whether with or without his knowledge), or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889-1916, in relation to this Contract or any other contract with GIFHE, shall entitle GIFHE to terminate the Contract with immediate effect and recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as GIFHE shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the supply of the Goods, enabling GIFHE to terminate the Contract with immediate effect and GIFHE will not be obliged to pay the charges.

(4) In any dispute, difference or question arising in respect of:

- a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
- b) the right of GIFHE to determine the Contract; or
- c) the amount or value of any gift, consideration or commission, the decision of GIFHE shall be final and conclusive.

31. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

32. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

33. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice

his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify GIFHE in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as GIFHE may reasonably require.

(2) Where GIFHE is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, GIFHE may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

a) if the Contractor fails to comply with GIFHE's requirements in this respect; or
b) if, in the opinion of GIFHE, it is not possible to remove the conflict, GIFHE may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding paragraph (2) of this Condition, where GIFHE is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, GIFHE may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

34. Intellectual Property Rights

(1) The Contractor warrants that the supply of the goods specified in this contract does not and will not infringe the industrial property rights of every kind of any third party.

(2) The Contractor shall ensure that all royalties licence fees or similar expenses in respect of intellectual property used in connection with the Goods have been paid and are included with the Contract price.

35. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

36. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

37. Non-discrimination

The Contractor shall not unlawfully discriminate within the meaning and scope of the anti-discrimination legislation within the UK in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Agreement do not unlawfully discriminate.

38. Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of GIFHE's Welsh Language Scheme.

39. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all applicable law.

40. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between GIFHE and the Contractor.

41. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and

supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

42. Equality and Diversity.

All GIFHE Group suppliers will have an up-to-date and adequate Equal Opportunities Policy (or the equivalent). Where this is not present suppliers will observe the GIFHE Group Equal Opportunities Policy.

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

III.1.4. Contract performance conditions

The performance of the contract is subject to particular conditions: no

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

III.2.2. Economic and financial ability

List and brief description of conditions: Copy of most recent audited accounts for previous 2 years. Statement of turnover, profit, loss and cash flow. Turnover for goods and services similar to the requirement. Insurance public and professional

III.2.3. Technical and professional ability

List and brief description of conditions:

Require a typical installation plan for this type of project. Statement of turnover, profit, loss and cash flow for most recent full year. Turnover for goods and services for past 2 years. List of typical resources broken down, project management, training days, implementation, go live support.

Previous experience of similar size contract in last 5 years.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

III.3.2. Information about staff responsible for the performance of the contract

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Restricted

IV.1.2. Information about the limits on the number of candidates to be invited

Envisaged minimum number 5: and Maximum number 15

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Criteria below

1. Technical and Professional. Weighting 50
2. Policy Requirements. Weighting 20
3. Complete return. Weighting 10
4. Section 4. Weighting 10
5. Section 5. Weighting 10

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

IV.3.2. Previous publication concerning this procedure

no

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

Payable documents: no

IV.3.4. Time limit for receipt of tenders or requests to participate

5.3.2014

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

17.3.2014

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

IV.3.7. Minimum time frame during which the tenderer must maintain the tender

IV.3.8. Conditions for opening of tenders

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

VI.3. Additional information

VI.4. Procedures for review

VI.4.1. Review body

VI.4.2. Review procedure

VI.4.3. Service from which information about the review procedure may be obtained

VI.5.

Date of dispatch of this notice

27.1.2014