

ITT DOCUMENT

Contract For research and evaluation services

General Conditions of Contract for the Purchase of Goods

Tender Ref:

Completion by April 2025

Return Date: 12 Noon Friday 29th September.

TABLE OF CONTENTS

- 1 Technical Specification
- 2 Conditions of Tender
- 3 Conditions of Contract
- 4 Commercial Terms
 - Appendix 1 – Variation to Contract Form
 - Appendix 2 – Non-Disclosure Agreement
 - Appendix 3 – Ethical Trading Policy
- 5 Pricing Schedule
- 6 Form of Agreement

SECTION 1 – TECHNICAL SPECIFICATION

Specification

Thriving Through Childhood and Beyond Project **Developmental research and toolkit development for the Early Years and Higher Education Sectors**

Introduction

A new partnership between the Naval Children's Charity and the Service Children's Progression (SCiP) Alliance at the University of Winchester will see the highly regarded Thriving Lives Toolkit for schools expanded across the student life course, from early years through into higher education, covering children aged from 0-25.

Funding secured from the Armed Forces Covenant Fund Trust's Transformational Grant Programme will complete a project which will develop the Thriving Lives Toolkit suite by specifically developing the Early Years and Higher Education toolkits. A project to undertake the research and toolkit development for the 16-19 phase has already been completed, with work to test and incorporate the draft toolkit being planned. This will take place concurrently to this project and as a separate project.

The project builds on the highly successful Thriving Lives Toolkit for schools which was developed in 2019 with an online version launched in 2022. The toolkit is currently supporting hundreds of schools across the UK, with students from all branches of the Armed Forces, to take an evidence-based approach to their support.

The new toolkits will reflect the unique settings of the early years and higher education sectors, whilst being coherent with the current Thriving Lives toolkit. The suite will set a new standard for evidence-based support for Service children, transforming the capacity of providers to understand Service children's complex lives, identify their unique (and greatest) needs and develop and continually enhance targeted support. Robust research will produce effective practice toolkits for each of early years and higher education. These will then be thoroughly tested and developed into online tools integrated with the current online toolkit. The toolkits will need to be robustly tested so that support can be tailored by educational providers to accommodate the diverse range of educational contexts, to ensure all Armed Forces children and young people will benefit.

Scope of Services Required

*****TECHNICAL SPECIFICATION*****

This contract is for the sector research and toolkit development for the Early Years and the Higher Education phases. These phases will be carried out in two separate workstreams simultaneously through **one contract**, to ensure the research and toolkit framework development is carried out synchronously and that a coherent framework for 0-25 is created.

We recognise the early years and higher education sectors are very different but wish to agree a single contract for the combined project. We expect to work with the successful team to steer the deployment of the total resource between the two workstreams and expect this may have to develop flexibly over the course of the project, within the total, fixed budget.

We appreciate that the different disciplines may require a partnership approach. We would welcome proposals from partnerships of organisations; however, this is not an expectation. **We will contract with a single lead organisation**, and bidders are to determine how best they respond to the assessed criteria. Regardless, proposals must demonstrate how the team meets the assessed criteria addressing both the early years and higher education workstream requirements.

We expect the bidder to use both face-to-face and virtual approaches to engaging with sector for research purposes and all costs incurred, including travel, hosting and incentives for sector stakeholders must be factored within the total budget.

The project has an established governance structure into which the chosen contractor will need to report. This includes a steering group drawn from stakeholder organisations across the UK with overall accountability for the project, as well as advisory panels for the early years and higher education research and toolkit development. The bidder will be required to work collaboratively with all governance groups across the project lifecycle.

Our requirements include, but are not limited to:

Early Years	
Research Outputs	<ul style="list-style-type: none"> • Independent research identifying the education experiences of Service children from birth to five years in early years settings in the UK, and the perspectives of the families’ and professionals’ supporting them. • A formal, high quality and published report of the methodology, findings, analysis, and recommendations of the research, incorporating a clear and compelling executive summary and five case studies demonstrating the diversity of settings/practice drawn from the research.
Framework Outputs	<ul style="list-style-type: none"> • A well-tested, evidence-based toolkit of effective practice in early years developed based on the findings of the research above, supporting success for Service children in 0-5 years education which is appropriate for all early years settings and in all the nations of the UK, that will operate coherently alongside

	the existing Thriving Lives Toolkit and the allied higher education Toolkit developed through this project.
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Higher Education	
Research Outputs	<ul style="list-style-type: none"> • Independent research identifying the education experiences of Service children in higher education settings in the UK, and the perspectives of the families' and professionals' supporting them. • A formal, high quality and published report of the methodology, findings, analysis, and recommendations of the research, incorporating a clear and compelling executive summary five case studies demonstrating the diversity of settings/practice drawn from the research.
Framework Outputs	<ul style="list-style-type: none"> • A well-tested, evidence-based toolkit of effective practice in higher education developed in line with the findings of the research above, supporting success for Service children in higher education which is appropriate for all higher education settings and in all the nations of the UK, that will operate coherently alongside the existing Thriving Lives Toolkit and the allied early years Toolkit developed through this project.

Overall research outcomes

- Our understanding of Service children's experiences and outcomes in the Early Years and Higher education sectors is enhanced through rigorous research.
- We can demonstrate that we have taken a robust approach to the development and testing of the early years and higher education toolkits.
- We understand the quality, utility and potential impact of the proposed toolkits and how to engage users to promote them faithfully to colleagues.
- We have a clear understanding of how and why key facilitators and practitioners such as nurseries, pre-schools, universities, will use and engage with the tool.

Timescales

Phase	Planned activity	Deadline	Expected outputs
Scoping research	<ul style="list-style-type: none"> • Identify effective practice principles for early years and higher education settings. • Confirm operating practices unique to each sector/setting key to establishing the work successfully. 	July 2024	<p>Early years and higher education research reports.</p> <p>Draft toolkits for testing in diverse settings.</p>
Toolkit development and testing	<ul style="list-style-type: none"> • Develop the scoping work into a practical toolkit for effective practice. • Testing and evaluation of the toolkits in diverse education settings. 	April 2025	Finalised toolkits refined in response to testing for the Early years and Higher education.

Success Criteria

- The research reports demonstrate rigorous methodology.
- Research evidence builds on the existing body of knowledge and is drawn from wide engagement across the spectrum of providers and children/young people, including every branch of the Services.
- The research reports are useful and usable for a professional lay audience.
- The two new toolkits are useful, usable, and ready for initial roll-out in early years and higher education settings, suitable for providers across the UK.

Intellectual Property

Ownership of all Intellectual Property relating to the work carried out will remain the property of the University of Winchester. All material and outputs will become the property of the University of Winchester (as per our conditions of contract).

Award Criteria

The efficiency and effectiveness of the proposed service offer will be assessed using the following award criteria shown below:

- Adherence to the requirements of the specification
- Value for money
- Experience and expertise relevant to the contract
- Capacity and ability of the supplier to effectively complete the contract within budget, timescales and to a high quality.

Criteria and sub criteria	Weighting %
<p>Cost proposal Value for money within a budget of £100,000 (including VAT) (Detailed costing plan including a breakdown of elements and assumptions including the scale of activity proposed for the budget)</p>	20
<p>Experience Experience and expertise relevant to the contract</p> <p>The project team, including relevant experience and each person's role in the project, including a clear demonstration of the team's ability to deliver the early years and higher education workstreams to an equally high level of quality.</p>	40
<p>Service level: Capacity and ability to effectively complete the contract within budget and timescale to the required quality. We will be looking for evidence of:</p> <ul style="list-style-type: none"> • Understanding of and approach (including the specific methodology) to completing the requirements. • Adherence to the requirements of the specification. • Mechanisms to ensure high quality, credible outputs. • Ability to build and maintain the necessary relationships. 	40

Evaluation method

Compliant Proposals will be assessed against the award criteria stated above. The specification contains the Statement of Requirements, containing the questions that will need to be answered in ITT responses. Some of these questions are related to compliance hurdles. All questions are grouped into sections which state which criteria area is being assessed and the percentage of the total score that is assigned to it.

Questions will be scored on a 0 – 5 method, illustrated below:

Score	Heading	Reason
0	Unacceptable	The Bidders response is missing or has not demonstrated the capability/capacity to meet the University requirements for this aspect.
1	Marginal	The response has indicated some capacity/capability/understanding to meet this aspect of the requirements; however response does not adequately address specification/Response is standardised with no apparent understanding of the requirements of this particular specification.
3	Good	Response shows capacity/capability to meet and understand most of the University's expectations and requirements in this area
5	Excellent	This response has clearly demonstrated they meet & understand all our requirements and they have provided detailed information about how this is achieved.

Tender Response Questionnaire

The following section must be completed by all tendering suppliers. Please ensure that all questions are completed in your tender return. Clearly label which question you are answering.

Cost proposal:

- Please detail the basis of your costs and fees calculation, including exactly what you plan to deliver, scale of activity proposed for the budget (which must include any applicable VAT), and assumptions made.
- Please evidence the rationale for staff proposed and ability to be flexible while demonstrating cost control.

Experience:

- We are looking for organisations that are suitably qualified and experienced, with a deep understanding of the sector and of appropriate research and evaluation methodologies. Please detail how your organisation meets these requirements.
- Please detail the members of your team, each member's relevant experience and role on the project and describe your approach to delivering the early years and higher education workstreams.

Service level:

- Please demonstrate your capacity and ability to effectively complete the contract within budget and timescale to a high quality.
- Please detail your understanding of and approach (including the specific methodology) to completing the requirements.
- Please detail what mechanisms you will use to ensure high quality credible outputs.
- Please demonstrate how will you build and maintain the necessary relationships.

Supplier Presentation

There may be a requirement for a Supplier presentation stage which will take place on MS Teams.

The session is an opportunity for suppliers to demonstrate how their proposal meets the specification and the selection criteria to support the University to make an informed decision on which supplier to award the contract to.

Working timetable

Winchester's working timetable for the mini competition process and the steps involved are described in the table below, though Suppliers should note that the University reserves, in its absolute discretion, the right to vary both the steps and timings.

Action	Detail	Target Date
Issue Invitation to Tender (ITT)	This Document	Week commencing 14 th August
Clarifications	Final date for receipt of clarification questions	Thursday 14 th September
Response to ITT	The Response to the ITT needs to be returned in electronic and paper format to UoW	Friday 29 th September
Initial evaluation of ITT responses	Formal evaluation of ITT Responses	Week commencing 2 nd October
Supplier Presentation	Selected suppliers are invited to present to the selection panel	Week commencing 16 th October
Final evaluation and selection of ITT responses	Formal evaluation of ITT Responses	Week commencing 16 th October

Return Date

Please ensure that all completed documents are returned by:

12 Noon on Friday 29th September

In-Tender Clarification

If clarification is necessary concerning any of our system or tender requirements, correspondence must be sent to Procurement via the correspondence section of the In-Tend e-tendering system.

Scoring Criteria

Proposals will be assessed and scored against the award criteria stated above.

Contract Length

Dependant on start date (completion required by April 2025)

SECTION 2 – CONDITIONS OF TENDER

1 Completion of Tender

- 1.1 Offers will be considered for all of the contract.
- 1.2 The tenderer must complete schedules as appropriate for the services being tendered, omissions or exceptions may invalidate a tender.
- 1.3 The tender is required to be submitted in duplicate; one electronically via UOW's e-Procurement portal and one hard copy, any technical literature should be included in the hard copy only.

The hard copy must be identical to the electronic return uploaded onto In-Tend, this electronic return is deemed to be the original document for legal purposes. A hard copy received in the absence of a valid In-Tend return prior to the tender closing date and time, will not constitute a valid submission and the supplier will be excluded from the instant tender. The hard copy should be sent, using the label provided to:

Procurement Section (Finance Department)
University of Winchester
Sparkford Road
Winchester
SO22 4NR

- 1.4 The University portal is located at: <https://in-tendhost.co.uk/winchester/asp/Home>
- 1.5 It is recommended that the best way to upload your submission is to create a Zip File containing all necessary documents and upload that onto the In-tend system. A Zip File is also easier to handle.
- 1.7 Your tender response must be submitted through the "Submit My Return" facility in In-tend which is accessed via the "My Tenders" icon, do NOT use the correspondence facility or a standard email. To submit your return, please follow the instructions below:
 - 1. Log In
 - 2. My Tenders
 - 3. View Tender Details
 - 4. View Documents
 - 5. Browse and upload each part of your return (or Zip File)
 - 6. Once ALL your response documents are uploaded and displayed in the "My Documents for Return" use "Submit My Return."
- 1.8 If you submit your response through the wrong channels, or submit a late or incomplete response, we may be unable to evaluate your tender.

2 Tender Preparation

- 2.1 In submitting your tender, you do so on the conditions specified or referred to herein, and on the following conditions which shall be paramount, and in the event of breach thereof, University of Winchester shall be entitled to determine any contract made pursuant to such tender and claim damages from you: -
- 2.1.1 Your tender shall be a “bona fide” tender and shall not be fixed or adjusted by, or under, or in accordance with any agreements or arrangements with any other person.
 - 2.1.2 You shall keep your tender confidential and not divulge to anyone, even approximately, what your tender price is, or will be, or any of its terms or conditions, with the sole exception of information you may have to give, for example, your insurance broker, in order to compile your tender. You must stress to them that such information is given in strictest confidence.
 - 2.1.3 You shall not enter into any agreement or arrangement with any person that such other person shall refrain from tendering, or between them agree as to the amount of any other tender is submitted, or of its terms and conditions.
 - 2.1.4 You must not try to obtain any information about someone else’s tender or proposed tender. You may, however, obtain necessary sub-contract quotations applicable to your tender.
 - 2.1.5 You shall not offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly to any person for doing, or having done, or causing, or having caused to be done, in relation to the tender any act of a nature described in the preceding conditions.
- 2.2 This tender does not entitle you to enter University of Winchester premises. Should you require doing so to facilitate preparation of your tender, you must first contact the Procurement Officer who invited you to tender and adhere to the specific instructions provided by that person.

3 Return of Tender

- 3.1 The tender is to be sent via the University e-Procurement portal <https://in-tendhost.co.uk/winchester/asp/Home> All information and documents will be available from this portal along with detailed instructions on how to complete this tender.
- 3.2 It is a requirement that you keep your username and password secure and do not pass it to any third parties.
- 3.3 All correspondence prior to the final submission of tender must only be sent via UOW’s e-Procurement portal <https://in-tendhost.co.uk/winchester/asp/Home>.
- 3.4 University of Winchester reserves the right at its sole discretion to issue a formal general email via UOW’s e-Procurement portal <https://in-tendhost.co.uk/winchester/asp/Home>, to all

tenderers, drawing their attention to any relevant matters arising as a result of a request for clarification from any tenderer or otherwise amending any part(s) of the tender.

3.5 Please upload your tender response via tender return function on the University In-Tend portal.

3.6 Under no circumstances whatsoever will University of Winchester be liable for or pay any expenses or costs which may be incurred (whether directly or indirectly) by the tenderer in the preparation or submission of their tender proposal.

4 Area

4.1 The tender provides for the services to be provided to University locations as stated in the technical specification.

5 Pricing Schedule

5.1 All tenderers must complete the pricing schedule in the exact format detailed in the pricing document. Failure to do this could result in disqualification.

5.2 You are asked to tender prices that incorporate everything necessary for the evaluation of the tender proposal.

5.3 The tender shall be priced in £ sterling and include VAT, unless otherwise stated.

6 Evaluation of Offers

6.1 To assist in the evaluation of offers, the tenderer shall enter on the Schedule the fixed prices the tenderer will charge. Where applicable, VAT, delivery and installation charges should be included. Where an alternative is offered, both prices should be quoted.

7 Joint Tenders

7.1 Companies wishing to tender jointly as a consortium or group should clearly nominate the leading company in the consortium or group and the address to which all enquiries and correspondence should be forwarded, both prior and subsequent to the commencement of the Agreement. The University of Winchester will contract with only one provider and reserves the right to view any partnership agreements or subcontracts undertaken by that lead provider'.

8 References

8.1 Requests may be made to contact and inspect any references given by those invited to tender. In addition to these other references may be sought.

9 Acceptance of Tenders

- 9.1 University of Winchester is not bound to accept the lowest offer or any tender in full or in part.
- 9.2 The successful tenderer is not permitted to assign any part of the Contract without written permission from University of Winchester. Any request will not be unreasonably withheld.
- 9.3 University of Winchester reserves the right to negotiate with any or none of the tenderers.

10 Extension of Contract

- 10.1 University of Winchester may request the Contractor to enter into negotiations with a view to agreeing that this contract be extended beyond the initial contract period. If agreement to extend has not been reached between the parties within a reasonable period of the completion of the initial contract, the contract will expire accordingly.

11 Tender Validity

- 11.1 The tender proposal shall remain open for acceptance for a period of 90 days from the date specified for its return.

12 Sustainable Procurement

- 12.1 UOW's developing a Sustainable Procurement policy and is seeking information from all tenderers to assess their policies and procedures for minimising the environmental impact of their goods and services. Accordingly, these factors will be taken into account when assessing the relative merits of offers received, and tenderers must provide details of whether they have, or are working towards, an Environmental Management System, such as ISO14001, and if not, what procedures they have, or are putting in place, to adopt a similar philosophy.

SECTION 3 – CONDITIONS OF CONTRACT

3 PURCHASE OF GOODS & SERVICES – TERMS & CONDITIONS

1 Definitions

- 1.1 The "Contract" shall mean the contract between UOW and the Seller consisting of the Purchase Order, these General Conditions of Contract and, where applicable, the Pricing Schedule, the SLA, the Specification, and any other documents (or parts thereof) specified in the Purchase Order or expressly incorporating these General Conditions of Contract.
- 1.2 The term 'General Conditions of Contract' shall mean the terms and conditions of purchase and includes any special terms agreed in writing between and the Seller.
- 1.3 The word "Goods and Services" includes all goods and services covered by the Purchase Order, whether raw materials, processed materials or fabricated products or services.
- 1.4 The term "Initial Contract Period" shall be the period stated in the Tender Schedule, which may be extended by mutual agreement up to a maximum of 60 months.
- 1.5 The term 'Intellectual Property Rights' shall mean: -
- 1.5.1 rights in inventions, patents, registered designs, design rights, know-how, trademarks and service marks (whether registered or not);
 - 1.5.2 any trade, brand or business names and any distinctive sounds used to differentiate the goods and services of a business;
 - 1.5.3 utility models;
 - 1.5.4 copyright (including all such rights in computer software and databases);
 - 1.5.5 moral rights;
 - 1.5.6 any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effects to any of them.
- and all or any other intellectual or industrial property rights whether or not registered or capable of registration in each case whether subsisting now or in the future in any part of the world and including all applications and rights to apply for any of the same together with all or any goodwill relating to the same.
- 1.6 The word "Packages" includes bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- 1.7 The term 'Price' shall mean the price of the Goods/Services.
- 1.8 The term 'Pricing Schedule' (where applicable) shall mean the prices agreed between UOW and Seller and which are specific to a particular Service Level Agreement.

- 1.9 The term "Purchase Order" shall mean UOW's Purchase Order which specifies that these conditions apply to it, duly signed by an authorised Purchasing Official and to which these general conditions are attached.
- 1.10 The term 'Purchasing Official' shall mean Buyer's representative authorised to enter into contracts on behalf of UOW.
- 1.11 The term 'Service Level Agreement', hereinafter referred to as the 'SLA,' (where applicable) shall mean the document which contains the terms specific to a particular Contract and which will take precedence over these General Conditions of Contract in the event of any inconsistency with its terms.
- 1.12 The term "Seller" shall mean the person, firm or company to whom the Purchase Order is issued.
- 1.13 The term 'Specification' includes any plans, drawings, data, description or other information relating to the Goods.
- 1.14 The term "UOW" shall mean University of Winchester, Sparkford Road, Winchester, SO22 4NR.

2 BASIS OF PURCHASE

- 2.1 The Purchase Order constitutes an offer by UOW to purchase the Goods/Services subject to these Conditions of Contract.
- 2.2 Any of the following are deemed to constitute the Seller's agreement to comply with these General Conditions of Contract: -
- 2.2.1 any offer and/or acceptance of a Purchase Order by the Seller (notwithstanding any conditions attached to such offer or acceptance or any purported incorporation of terms other than these Conditions of Contract); or
- 2.2.2 the delivery of any Goods/Services by or on behalf of the Seller.
- 2.3 These Conditions of Contract shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to UOW or subject to which the Purchase Order is accepted or purported to be accepted by the Seller. If any future contract is made with the Seller without reference to these Conditions of Contract, such contract shall be deemed to be subject to these Conditions of Contract.
- 2.4 No variation to the Purchase Order or these Conditions of Contract shall be binding unless agreed in writing by an authorised representative of UOW.

3 QUALITY

- 3.1 The quantity, quality and description of the Goods/Services supplied shall be as specified in the Purchase Order and must comply in all respects with the applicable Specification(s), supplied by UOW to the Seller or agreed in writing by UOW.
- 3.2 All Goods will be of good construction, sound materially, of adequate strength and be free from defects in design, materials and workmanship, and be fit for purpose.

4 DELIVERY

- 4.1 Time shall be of the essence and the Seller will deliver the Goods/Services in accordance with the instructions shown on the Purchase Order which will specify the quantity required and the date, time and place of delivery. A delivery note stating the number of the Purchase Order must accompany each consignment of the Goods/Services and must be displayed prominently.
- 4.2 The Seller shall furnish such programmes of manufacture and delivery as UOW may require. Quantities delivered in excess of those stated on the Purchase Order may not be accepted. Delivery by instalments shall not be accepted by UOW unless previously agreed in writing. If Goods/Services are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 4.3 If Goods are incorrectly delivered the Seller shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 4.4 UOW may wish to agree a Liquidated Damages Clause in respect of late delivery or commissioning of the Goods/Services.

5 PRICE

- 5.1 The Price, which shall include delivery carriage paid by Seller, shall be exclusive of VAT, and shall be a firm fixed price for the duration of the Contract and shall not be varied except with the express written agreement of Buyer.

6 TERMS OF PAYMENT

- 6.1 Unless otherwise stated in the Purchase Order, payment will be made within 30 days from end of the month of receipt and agreement of invoice. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 6.2 UOW may be prepared, in certain circumstances, to make stage payments during the contract, in which case such payments will be event driven and subject to receipt by UOW of suitably worded Bank Guarantees or Performance Bonds, the cost of which shall be borne by the Seller. The Seller must indicate the discount offered for such terms.

7 LOSS OR DAMAGE IN TRANSIT

- 7.1 UOW shall advise the Seller and the Carrier (if any) in writing, otherwise than by a qualified signature on any Delivery Note, of any loss or damage within the following time limits:
- 7.1.1 Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 7 days of date of delivery of the consignment or part consignment.
- 7.1.2 Non-delivery of whole consignment shall be advised within 7 days of notice of dispatch.
- 7.2 The Seller shall make good, free of charge to UOW any loss of or damage to or defect in the goods where notice is given by UOW in compliance with this condition provided that UOW shall not in any event claim damages in respect of loss of profits.

8 RIGHT TO AUDIT

- 8.1 UOW shall at all times during this agreement retain the right to request access by the Seller to information including, without limitation: -
- 8.1.1 evidence of the place of origin of the Goods.
 - 8.1.2 information relating to components, parts or raw materials used in manufacturing the Goods;
 - 8.1.3 as required by UOW to ensure that the Goods comply with and that UOW fulfils its obligations under all applicable legislation and industry codes of practice;
 - 8.1.4 relating to any possible risks to health and safety presented by the Goods;
 - 8.1.5 specifically regarding hazardous substances and any dangerous properties the Goods may have;
 - 8.1.6 full instructions for use and clear and conspicuous warnings relating to any conditions which are necessary to ensure safety in use or onward sale in each case with sufficient detail to enable UOW and any end user to understand any possible risks to health and safety; and
 - 8.1.7 for the purpose of enabling UOW to establish the validity of the Seller's prices.

9 INSPECTION

- 9.1 The Seller shall be responsible for the inspection and testing of the Goods and shall ensure that they are in compliance with the Contract prior to delivery to UOW.
- 9.2 UOW shall have the right to inspect the Goods at Sellers' works and those of its sub-contractors at all reasonable times and shall provide UOW with all facilities reasonably required for such inspection free of charge. The Seller shall ensure that UOW's right of access and inspection at the Seller's sub-contractor's premises are available to UOW in the Seller's sub-contracts.
- 9.3 If as a result of inspection UOW is not satisfied that the Goods will comply in all respects with the Contract and UOW informs the Seller within seven days of inspection the Seller shall take such steps as are necessary to ensure compliance. Any inspection, checking, approval or acceptance given on behalf of UOW shall not relieve Seller or its sub-contractors from any obligations or liabilities set forth in this Contract.

10 ACCEPTANCE

- 10.1 In the case of Goods delivered by the Seller not conforming with the Contract UOW shall have the right to reject such Goods at any time including a right to reject defective Goods even if the

defect is minor. UOW will return such rejected Goods to the Seller at the Seller's cost and expense, and in the event that the Seller is unable to supply acceptable replacements within the time fixed by the Contract or any extension granted, UOW will be entitled to purchase alternative goods elsewhere without prejudice to any other right which UOW may have against the Seller, including but not limited to payment by Seller of any excess costs incurred by UOW in doing so.

- 10.2 The making of payment shall not prejudice UOW's right of rejection and the Seller shall immediately reimburse UOW with an amount equal to that paid by UOW in respect of the Goods and any applicable taxes. Before exercising the said right to purchase elsewhere UOW shall give the Seller reasonable opportunity to replace rejected Goods with Goods which conform to the Contract.
- 10.3 UOW shall not be deemed to have accepted any Goods until UOW has had a reasonable time to inspect or test them following delivery or if later within a reasonable time after any latent defect has become apparent.
- 10.4 UOW shall not be deemed to have accepted the Goods merely by virtue of its having sold the Goods to a third party upon or after delivery or its having incorporated or converted them into other products or works.
- 10.5 UOW shall not be deemed to have accepted the Goods by virtue of having required the Seller to repair or replace Goods under these General Conditions of Contract.

11 PACKAGES

- 11.1 Packages of all kinds are supplied free and non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.
- 11.2 Where UOWW has an option to return Packages and does so, UOW will return such Packages empty in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Seller's supplying works or depot indicated by the Seller, and will advise the Seller the date of despatch. Packages returned promptly in the manner aforesaid shall be subject to a credit to UOW against future Purchase Orders or a reimbursement at the Seller's standard rate operating at the time UOW issued the Purchase Order.
- 11.3 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 11.4 Where Goods are delivered by tank wagons these will be emptied and returned by the Seller without undue delay.

12 PASSING OF PROPERTY & RISK

12.1 The property and risk in the Goods will remain with the Seller until they are delivered at the point specified in the Purchase Order and a nominated employee of UOW signs a delivery note, when title will pass to UOW without any limitation, constraint or encumbrance.

12.2 Transit and off-loading of the Goods shall be at the Seller's risk.

13 RESPONSIBILITY FOR INFORMATION

13.1 The Seller shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by it, whether such information has been approved by UOW or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by UOW.

14 CHANGES

14.1 The Seller shall not vary any of the Goods except as directed in writing by UOW.

14.2 UOW reserves the right by notice in writing to modify the delivery details, quality or quantity of the Goods and any alteration to the Contract price arising by reason of such modification shall be the subject of mutual written agreement between the parties.

15 CANCELLATION

15.1 Any Purchase Order may be cancelled at any time by UOW giving the Seller notice in writing. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to UOW. UOW's liability is strictly limited to work in progress, and no further loss or liability will accrue.

16 UNIVERSITY-SPECIFIC GOODS

16.1 Any Specification supplied by UOW to the Seller or specifically produced by the Seller for UOW in connection with a Contract, together with the Intellectual Property Rights in a Specification, shall be the exclusive property of UOW and delivered to UOW with the Goods.

16.2 Goods made to UOW's specification shall not be manufactured for or supplied to any other party.

17 SPARE PARTS

17.1 Where applicable, the Seller shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from the Seller for 10 years from date of first use by UOW of the Goods in question.

18 ASSIGNING AND SUB-CONTRACTING

18.1 The Seller shall not, without the written consent of UOW, assign or contract its rights or duties under this Contract, nor allow any Goods to be made elsewhere other than in its own establishment. In the event that UOW has consented to the placing of sub-contracts copies of each sub-contract and order shall be sent by the Seller to UOW immediately it is issued. The Seller shall be responsible for all work done and Goods supplied by all sub-Contractors. Where the Seller

enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Seller to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

19 FORCE MAJEURE

- 19.1 Neither party shall be liable or deemed to be in default on account of any delay in delivery or the performance of any other act under this Contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, provided that the party claiming hereunder shall notify the other immediately specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.
- 19.2 If delivery by the Seller, or an acceptance by UOW of a delivery is delayed or prevented for any reason, beyond the reasonable control of either party UOW reserves the right to defer the delivery date or cancel the relevant Contract.
- 19.3 For the avoidance of doubt, illness or shortage of the Seller's staff or sub-contractors or the failure or delay by any of the Seller's sub-Sellers to supply goods, components, services or materials shall not be regarded as causes beyond the Seller's reasonable control.

20 HAZARDOUS GOODS

- 20.1 Hazardous Goods must be marked by the Seller with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings.
- 20.2 All information known, held by, or reasonably available to, the Seller regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to Buyer.

21 INTELLECTUAL PROPERTY RIGHTS

- 21.1 Save as provided in clause 21.3, Seller will fully indemnify UOW against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising or incurred by reason of any infringement or alleged infringement of Intellectual Property Rights by the use or sale of the Goods supplied by Seller to UOW. UOW shall promptly notify the Seller in writing of any alleged infringement of which it has notice and, subject to being indemnified and secured to its satisfaction against any costs and liability which UOW may incur as a result, UOW at the Seller's request and expense, shall allow the Seller to conduct all negotiations and litigation and/or settle any claim and shall give the Seller all reasonable assistance.
- 21.2 In the event of any claim for infringement arising from the fault of the Seller UOW may (but shall not be obliged to) require the Seller at Seller's reasonable expense to either procure for UOW the right to continue using the Goods or replace them with non-infringing Goods or modify the Goods

so they become non-infringing providing always that the standard and quality of the Goods is not adversely affected.

- 21.3 UOW on its part warrants that any Specification or instructions furnished or given to the Seller shall not knowingly be such as will cause Seller to infringe any Intellectual Property Rights in the execution of the Contract. UOW shall fully indemnify the Seller against all action, claims, demands, proceedings, damages, costs, charges and expenses arising or incurred by reason of any infringement or alleged infringement of Intellectual Property Rights in consequence of the Seller's authorised use or possession of the Specification or UOW's instructions provided that the Seller shall promptly notify UOW in writing of any alleged infringement of which it has notice. The Seller shall allow UOW to conduct and/or settle all negotiations, litigation and/or settle any claims and shall give UOW all reasonable assistance.
- 21.4 Any intellectual property rights (including without limitation copyright, patents, and design rights) conferred under the laws of England and Wales in materials created by the Contractor in the course of performing the Services, or exclusively for the purpose of the performing the Services, shall vest in the University upon creation.
- 21.5 The Contractor hereby waives absolutely and irrevocably any relevant moral rights granted under the Copyright, Designs and Patents Act 1988.
- 21.6 Where, in connection with the provision of the Services, the Contractor uses any materials in which the copyright is owned by the Contractor, the Contractor shall grant to the University a perpetual, non-exclusive, royalty-free licence to use, maintain and support such materials.
- 21.7 The Contractor will use all reasonable endeavours to obtain all necessary licences and permits to use third party materials which he wishes to use or make available in the course of performing the Services and the Contractor shall use all reasonable endeavours to ensure that any licences for third party materials are perpetual and contain terms that will allow the University on termination of this Agreement to continue to use, maintain and support such third party materials on a royalty-free basis.
- 21.8 The Contractor shall, promptly at the University's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the University may from time to time require for the purpose of securing for the University the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the University in accordance with condition 21.4.

22 WARRANTY

- 22.1 The Seller warrants to UOW that it is fully qualified, equipped, organised and financed to perform its obligations under the Contract and warrants to UOW that the Goods: -
- 22.1.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller at the time the Purchase Order is placed;
- 22.1.2 will be free from defects in design, material and workmanship;
- 22.1.3 will correspond with any relevant Specification or sample;

- 22.1.4 will comply with all statutory requirements, regulations, bye-laws and EU directives and regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling of hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed); and
- 22.1.5 will comply with the general requirements of safety in terms of risk presented to the Health & Safety of persons.
- 22.2 Without prejudice to any rights that UOW may have by statute, common law or otherwise the Seller shall as soon as reasonably practicable repair or replace (as UOW shall elect) all Goods which are or become defective during the period of 12 months from putting into service or 18 months from delivery, whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, the Seller's erroneous instructions as to use or erroneous data, or inadequate or faulty materials or workmanship, or any other breach of Seller's warranties, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

23 INSURANCE AND INDEMNITY

- 23.1 The Seller shall indemnify UOW against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by UOW howsoever arising from any defect in the Goods or any breach by the Seller of its obligations hereunder or of any statutory duty or from any act or omission of the Seller's servants, agents or contractors.
- 23.2 The Seller shall effect and maintain with a reputable insurance company a policy or policies of insurance cover in respect of risks which may be incurred by the Seller, arising out of the Seller's performance of the Contract, in respect of death or personal injury, or loss of or damage to property or financial loss. Such policies shall include Public Liability insurance with a Limit of Indemnity of at least £20,000,000 any one event, and Professional Indemnity insurance with a Limit of Indemnity of at least £2,500,000 any one event and in all and Employer's (Compulsory) Liability Insurance with a Limit of Indemnity of at least £10,000,000 any one event,
- 23.3 The Seller shall produce to UOW, on request, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.4 The terms of any insurance or the amount of cover shall not relieve the Seller of any liabilities under this Contract. It shall be the responsibility of the Seller to determine the amount of insurance cover that will be adequate to enable the Seller to satisfy any liabilities arising under this Contract.

24 CONFIDENTIALITY

- 24.1 The Specification(s) supplied by UOW to the Seller shall remain the property of, and shall be returned to, UOW on completion of the Contract and shall not be copied, and no information relating to the Goods shall be disclosed to any third party except for the purpose of this Contract.
- 24.2 No photographs of any of UOW's equipment, installations or property shall be taken without UOW's prior consent in writing. The Seller shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by UOW in connection with the Contract or which becomes known to the Seller through its performance of the Contract or use the same other than for the purpose of executing the Contract.
- 24.3 The Seller shall not mention UOW's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without UOW's prior consent in writing.

25 TERMINATION

- 25.1 UOW shall be entitled to terminate the Contract without liability to the Seller and reserving all rights by giving notice to the Seller at any time if: -
- 25.1.1 the Seller commits a material breach of the terms and conditions of the Contract and that breach cannot be remedied; or
 - 25.1.2 the Seller commits a material breach of the terms and conditions of the Contract and that breach can be remedied but the Seller fails to do so within 30 days of receipt of a notice from UOW requiring it to do so; or
 - 25.1.3 the Seller commits more than one breach of any of the Seller's obligations and the cumulative effect of such breaches is that UOW reasonably believes that the Seller will continue to deliver a substandard performance over the one-month period immediately after the service of notice specified in condition 25.1.2: or
 - 25.1.4 the Seller becomes insolvent or bankrupt or makes a composition or arrangement with its creditors or has a receiver, administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) or if execution is levied against the Seller's goods or assets or if the Seller ceases, or threatens to cease, to carry on business, or
 - 25.1.5 UOW reasonably believes that any of the events mentioned above is about to occur and notifies the Seller accordingly, or
 - 25.1.6 upon expiry of three (3) months' notice period from the date UOW issues a break notice to the Seller, and which UOW may issue at its discretion and without liability.

26 NON-WAIVER

26.1 The non-exercise by UOW of any of its rights hereunder in any particular incidence of breach or default by the Seller shall not constitute a waiver by UOW of such right in that or any subsequent incidence.

27 VARIATION

27.1 No amendment or variation of these General Conditions of Contract or any documents entered into or delivered in accordance with its provisions shall be effective unless made or confirmed in writing and signed by an authorised representative on behalf of UOW and the Seller. (See Appendix 1).

28 SEVERANCE

28.1 If any provision of these General Conditions of Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these General Conditions of Contract and the remainder of the provision in question shall not be affected.

29 FREE ISSUE MATERIALS

29.1 Where UOW for the purposes of the Contract issues materials "Free of Charge" to Seller, such materials shall be and remain the property of UOW. Seller shall maintain all such materials in good order and condition, subject, in the case of tooling, patterns and the like to fair wear and tear, Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at UOW's discretion. Waste of such materials arising from bad workmanship or negligence of Seller shall be made good at Seller's expense.

30 GOVERNING LAW

30.1 The construction, validity and performance of the Contract shall be governed by the law of England, and both parties hereby submit to the exclusive jurisdiction of the English Courts.

31 CONSTRUCTION OF CONTRACT

31.1 University of Winchester may enforce the terms of this contract in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 and other rights or remedy of a third party and shall be afforded the rights and rewards of ownership as if there were a contract of supply between the supplier and UOW and as if each of the said terms and conditions (including without limitation terms and conditions relating to delivery, fitness for purpose, satisfactory quality and guarantees) were a contract between the supplier and UOW. UOW accepts no liability in respect of payment for this contract.

31.2 Except as provided above, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

31.3 The construction, validity and performance of the Contract shall be governed by the law of England.

32 GENERAL

32.1 The Seller shall not do (and warrants that in entering the Contract he has not done) any of the following (referred to in this Condition as “prohibited acts”):

32.1.1 offer, give or agree to give to any servant of UOW any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with UOW, or for showing or not showing favour or disfavour to any Person in relation to this or any other contract with UOW;

32.1.2 enter into this or any other contract with UOW in connection with which commission has been paid or has been 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 such agreement for the payment of it have been disclosed in writing to UOW.

32.2 If the Seller, his employees, agents or any sub-contractor, or anyone acting on his or their behalf, does any of the prohibited acts or commits any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 or the Fraud Act 2006, with or without the knowledge of the Contractor, in relation to this or any other contract with UOW, UOW shall be entitled:

33.2.1 to terminate the Contract and recover from the Seller the amount of any reasonable loss resulting from the termination;

33.2.2 to recover from the Seller the amount or value of any such gift, consideration or commission and

33.2.3 to recover from the Seller any other reasonable loss sustained in consequence of any breach of this Condition, whether or not the Contract has been terminated.

32.3 The Seller acknowledges that UOW is a Public Authority within the meaning of the Freedom of Information Act 2000.

[NOTE: Applicants should state if any of the information supplied by them in response to this contract notice is confidential or commercially sensitive or should not be disclosed in response to a request for information under the aforementioned act. Applicants should state why they consider the information to be confidential or commercially sensitive.

This will not guarantee that the information will not be disclosed in response to Freedom of Information requests, but it will be examined in the light of the exemptions provided in the Freedom of Information Act before a decision to disclose or not is made.]

ANNEX A - Ethical Trading Policy For University of Winchester Contractors and Sub-Contractors

- 1 Child Labour shall not be Used.
 - 1.1 Child labour shall not be used. The term “child” refers to a younger person than the local minimum legal age for employment or the age for completing compulsory education, but in no case shall any child younger than 15 (fifteen) years of age or 14 (fourteen) years of age (where local laws allows) be employed in connection with any work done for UOW.
 - 1.2 Where there is found to be any existing child labour, the Contractor (and, if relevant, its sub-Contractor(s)) shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 2 Living Wages are to be Paid.
 - 2.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income. Deductions from wages as a disciplinary measure shall not be permitted.
- 3 Working Hours are not to be Excessive.
 - 3.1 Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- 4 No Discrimination is to be practised.
 - 4.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientations, union membership or political affiliation.
- 5 No Harsh or Inhumane Treatment is allowed.
 - 5.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
- 6 Application of this Policy.
 - 6.1 The provisions of this policy constitute minimum and not maximum standards. Persons applying this code are expected to comply with national and other applicable law and, where the provisions of law and this policy address the same subject, to apply that provision which affords the greater protection.

SECTION 4 – COMMERCIAL TERMS

4 COMMERCIAL TERMS

1 Orders and Invoices

- 1.1. Where invoices are not issued at the time of delivery, they shall show identical information to that given on the delivery ticket and in addition shall show the correct price per unit of each item.
- 1.2. Invoices shall be rendered to: Accounts Payable, Finance Department, University of Winchester, Sparkford Road, Winchester SO22 4NR.

2 Delivery/Invoicing

- 2.1. University of Winchester disclaims all responsibility for the security of goods delivered and left on its premises by the Seller if Seller should fail to obtain a receipt for their acceptance from a person authorised to receive them. Under no circumstances shall goods be left at any premises unattended.
- 2.2. Deliveries shall only be made during those hours when the establishment is normally open for the receipt of goods.
- 2.3. A delivery note shall be issued by the Seller in respect of each and every delivery made under the Agreement. The said note shall clearly and legibly state the full and proper description of the goods and quote the official order number.

The particulars required to be entered on any delivery note must be entered on the said ticket before the vehicle by which delivery is to be affected, commences its delivery journey. The said delivery note shall accompany the items from the place of loading to the place of delivery and it shall be handed to UOW's Agent before delivery is commenced.

- 2.4. Where a Value Added Tax Exemption Certificate is issued with the acceptance of a Tender, Value Added Tax should not be charged on invoices related to the contract.
- 2.5. The receiving establishment shall retain one copy of the delivery note/invoice. A duplicate copy may be signed and returned to the Seller by the person accepting the delivery.
- 2.6. It is the responsibility of the Seller to obtain a receipt for all goods delivered.
- 2.7. When required by UOW, the Seller shall supply the person making the delivery with a duplicate discrepancy book/pad onto which any discrepancy shall be noted. The top copy shall be left at the establishment with the invoice/delivery note.
- 2.8. Delivery is deemed not to have taken place until the goods have been offloaded off the delivery vehicle and placed in the relevant delivery area as stated on the purchase order.

3 Substitutions

- 3.1. The Contractor is expected to supply any product for which he has tendered and as is listed in the Tender Schedule attached, or, amended by agreement. If the Contractor is unable to supply the

exact type of product requested, he must inform University of Winchester, giving sound reason for his inability to do so before delivery is due to be made. If the reasons given are unacceptable, then the Contractor shall supply a product to a specification acceptable to University of Winchester and shall charge the product supplied at a price not exceeding that originally ordered.

4 Service Levels and Reports

- 4.1. The Contractor shall deliver and install on the days and times agreed with University of Winchester.
- 4.2. The Contractor shall provide management information to enable University of Winchester to satisfy itself that production is progressing to schedule to ensure delivery is on time.
- 4.3. All technical and commercial enquiries should be made to the Procurement Office.

5 Product Specification

- 5.1. All goods supplied shall be fit for purpose and in accordance with the detailed specification supplied with these documents amended, as appropriate in writing by the Tenderer before the closing date of the Tender.
- 5.2. British Standards or EU Standards shall apply.

6 Price

- 6.1 The basis of the Agreement shall be agreed fixed prices for the scheduled items including delivery, and if appropriate, installation and commissioning.
- 6.2 Where the contract includes installation on site, UOW will retain part or all of the contract price until completion of satisfactory commissioning of the goods.

7 Amendment to Prices

- 7.1 No prices may be amended after Tender, unless agreed with University of Winchester. The reasons for amendment (e.g., change in specification) must be agreed in writing.

8 Delivery

- 8.1 Delivery will be required to University locations stated in the Technical Specification with installation and fitting as required. All packing and other waste material must be removed by the Contractor. The successful Contractor will be provided with delivery and installation instructions.
- 8.2 Where the contract includes installation of goods, Seller must provide details of all services required as well as full details of space requirements, weights and any other relevant information.

Seller must satisfy himself prior to acceptance of contract that the proposed site is suitable for the installation.

Appendix 1 – Variation to Contract Form

(See Condition 27)

Contract XX/XXXX/XX**Variation No:****Date:/...../.....****Between**

University of Winchester (hereinafter called 'UOW')

and

(hereinafter called 'the Contractor')

1. The contract is varied as follows:

2. Words and expressions in this variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous variations, shall remain effective and unaltered except as amended by this variation.

On behalf of University of Winchester ('UOW')

Signed:

Job Title:

Full Name:.....

Date:

On behalf of ('The Contractor')

Signed:

Job Title:

Full Name:

Date:

Appendix 2 – Non-Disclosure Agreement

The purpose of this Agreement is to establish the rights and interests of the Parties which have executed it below.

Whereas, either party may be disclosing to ('Disclosing Party'), and/or receiving from ('Receiving Party') the other party certain confidential and proprietary information including, but not limited to, business operations, processes, plans, intentions, production information, know-how, designs, trade secrets, market opportunities, customers, costs, prices, business plans, details of corporate organisation and corporate financial information and any other information or data of whatever kind whether in physical, electronic, written or oral form, all of which is referred to herein as 'information', and

Whereas, for the purpose of evaluating a potential business relationship, the parties are each willing to disclose and receive information under the term and conditions specified below:

1. Each party agrees to maintain all information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such information to any third party without the prior written consent from the Disclosing Party. Each party further agrees to use the information only for the purpose set forth above. Information shall be deemed confidential regardless of the fact it is not marked as such if given in writing or, if given orally, identified as confidential orally prior to disclosure.
2. The Receiving Party's obligation of non-disclosure under this Agreement shall not apply to information which:
 - (a) is or becomes a matter of public knowledge through no fault or action by the Receiving Party;
 - (b) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party;
 - (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such information without restrictions;
 - (d) is independently developed by the Receiving Party without resort to information, which is confidential under this Agreement, and can so be provided by written records; or
 - (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable in order to afford to Disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of its information or, at the Disclosing Party's option, shall destroy all such information as the Disclosing Party may designate. The Receiving Party's obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date this Agreement is executed by the last party to sign, and thereafter shall terminate and be of no further force or effect.

3. The Receiving Party agrees that this Agreement shall not be assigned without prior written consent from the Disclosing Party. No right or license is granted by the Disclosing Party to the Receiving Party except as expressly set forth in this Agreement. This Agreement is made under and shall be construed according to the laws of England and Wales and supersedes all prior agreements between the parties, oral or written, concerning the disclosure of Information.

On behalf of University of Winchester

Name:.....Job Title:.....

Signed:.....Date:.....

On behalf of the Contractor

Name:.....Job Title:.....

Signed:.....Date:.....

Company:.....

SECTION 5 – SELECTION CRITERIA AND TENDER SCHEDULES

- i) Schedule A: Company Details
- ii) Schedule B: Pricing Schedule
- iii) Schedule C: Invoicing Schedule
- iv) Schedule D: Grounds for Mandatory Exclusions

v) i) **Company Details**

Company Name:

Registered Address:

Trading Address:

.....

.....

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.....

Website:

Contact Name:

Job Title:

Telephone Number:

E-Mail Address:

Company Reg. No.:

VAT No.:

Name and Address of Parent or Holding Company (if Applicable):

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.....

ii) Schedule B: Pricing Schedule

Please complete the pricing schedule below. All tendered prices should be in £GBP and inclusive of VAT.

Note: Please complete *Document 2*** with all pricing.**

iii) Schedule C: Invoicing Schedule

Discounts	Percentage (%)
Please detail below any additional discount for prompt or early payment of invoices	
7 days from approval of the equipment	
14 days from approval of the equipment	
21 days from approval of the equipment	
28 days from approval of the equipment	

Additional Discounts
Please advise any additional discount offered

iv) Schedule D: Grounds for Mandatory Exclusion

Please answer the following questions in full. If you have already completed questions on Grounds for Mandatory exclusions in a previous stage of this tender exercise you are not required to complete this section here.

Question number	Question	Response
2.1(a)	<p>Public Contract Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted.</p> <p>If the relevant documentation is available electronically, please provide the web address, issuing authority, precise reference of the documents.</p>	

2.2	If you have answered Yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The University reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Modern Slavery Act 2015

The University of Winchester takes its responsibility around Modern Slavery extremely seriously. With this in mind we require all suppliers to answer the following questions:

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

FORM OF OFFER

..... (the Tenderer) of

.....

AGREES

1. that this Offer and any contract arising from it shall be subject to the Conditions of Tender and Conditions of Contract issued with the Invitation to Tender; and
2. to supply goods/services of the exact quality, sort and price specified in the Tender Schedule in such quantities to such extent and at such times and locations as ordered,
3. that this Tender is made in good faith and that we have not fixed or adjusted the amount of the Tender by or in accordance with any agreement or arrangement with any other person. We certify that we have not, and we undertake that we will not;
 - (a) communicate to any person other than the person inviting these Tenders the amount or approximate amount of the Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain quotations required for the preparation of the Tender, for insurance purposes or for a contract guarantee bond;
 - (b) enter into any arrangement or agreement with any other person that he shall refrain from making a Tender or as to the amount of any Tender to be submitted;
4. that Acceptance of this Offer by UOW is effective upon the receipt of valid Purchase Order raised by UOW incorporating UOW's Standard Terms & Conditions for the Purchase of Goods, and where there is any conflict between these Conditions and UOW Standard Terms and Conditions it is intended that these Conditions shall prevail.

Name (print)

Signature

Title

Company

Date