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**Invitation to Tender**

for the supply of

**Fruit and Vegetables**

to the

**University of Brighton**

Ref: UoB 1740216

EU (TED) Ref: 2016/S 035-055920

1. **Introduction**

The University of Brighton, Accommodation and Hospitality Services current Framework Agreement for the Supply of Fruit and Vegetables comes to a close on 01/04/2016. Therefore, we are seeking to appoint a supplier/suppliers as soon as possible under a new Framework for the provision of fruit and vegetables to our catering outlets in Brighton, Eastbourne, and Hastings, and tenders are invited from potential suppliers.

As an indication of potential contract value, the university spent in excess of £200,000 in the last full calendar year with our current supplier of fruit and vegetables.

It is the University’s intention that the successful tenderer/s will be included within the Framework Agreement and will supply fruit and vegetables for a period of 4 years. Please note that while there will be a regular requirement for the provision of fruit and vegetables during the life of the Framework, the University is unable to guarantee a minimum level of supplies or orders for any product or with any appointed supplier.

The University has an annual budget of £165m with 21,000 students and 2,600 staff.

Further information is available from the University’s web site: [www.brighton.ac.uk](http://www.brighton.ac.uk)

Accommodation and Hospitality Services at the University of Brighton are an in-house operation providing a range of services to students, staff and visitors. The service operates a range of individual catering outlets in locations covering our campuses in Brighton, Eastbourne and Hastings. The service also has responsibility for halls of residence, accommodation services and conference/meeting events, etc.

In addition to cash outlets the service also manages and operates meals packages for students resident in halls, catering for summer language schools, credit sales, internal hospitality, licensed bars and vending.

Further information in respect of Accommodation and Hospitality services at the University can be found on the University website: <https://www.brighton.ac.uk/about-us/contact-us/professional-services-departments/index.aspx>

**2. Information for Tenderers**

2.1 No servant or agent of the University has the authority to vary or waive any part of the tender documents other than the Procurement Services Manager who shall only do so in writing.

2.2 This ITT has been prepared and made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the University and its advisers.

2.3 Tenderers are advised to ensure that they are familiar with the nature and extent of the obligations to be accepted by them should their tender prove successful.

2.4 Tenderers shall ensure that the tender response is compliant with all statutory and other provisions to be observed and performed in connection with any subsequent award of contract.

2.5 Tenderers should note that the University does not bind itself to accept the lowest or any tender, and reserves the right to accept or reject a tender either in whole or in part.

2.6 The University reserves the right to cancel the tender process at any point. The University is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

2.7 Tenderers are required to submit bids covering all of the items listed in the specification. Part tenders will not be accepted.

2.8 Tenderers may submit joint bids with other organisations provided they are jointly and severally liable.

**3. Tender timetable**

The following provides an indicative programme for the tender process.

|  |  |
| --- | --- |
| **Task** | **Date** |
| Issue of tender documents | Feb 2016 |
| Tender return date | 31 March 2016 |
| Assessment & Evaluation | w/c 4 April 2016 |
| Alcatel standstill period | 10 days |
| Expected Contract Start | As soon as possible in April 2106 |

**4. Tenderers Questions**

4.1 If you have any questions relating to the tender please contact

Wayne Fisher

Procurement Officer

E-mail: [tenders@brighton.ac.uk](mailto:tenders@brighton.ac.uk)

4.2 The last date for tenderers questions is**18 March 2016.** Please Note: All questions and answers will be made anonymous and circulated to all Tenderers at least four days prior to the tender return date.

**5. Tender return**

5.1 The deadline for return of tenders is: **13:00 (1p.m.), 31 March 2016**

5.2 Tenders received after this closing deadline will notbe considered and will be returned to the tenderer.

5.3 Tenders should be submitted in a plain sealed envelope using the tender return label found in Schedule 6. The envelope should otherwise be unmarked.

5.4 Tenders should consist of two hard copies of your organisations completed and signed tender and one full copy on electronic media (e.g. CD Rom or USB memory stick).

5.5Faxed or e-mailed copies of completed tender documents will notbe considered and will be returned to the Tenderer.

5.6 Recorded mail and courier services may be used but Tenderers must ensure that any labels used, including franking strips, delivery dockets or receipts do not identify the name or any other distinguishing feature of the sender. Failure to comply with this requirement will disqualify the tender received from consideration by the University.

5.7 The University will not consider individual requests for extension of the closing date and time specified.

5.8 The University may, at its own absolute discretion, extend generally the closing date and time specified.

**6. Clarifications**

Tenderers are advised that the University reserves the right to seek clarification as it considers necessary from the tenderer.

**7. Alterations to tender document**

Tenders must not be qualified and tenderers must not make any changes to the issued content of this invitation to tender document.

## 8. Freedom of information

8.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), all information submitted to the University may be disclosed in response to a request made pursuant to the FoIA.

8.2 In respect of any information submitted by a Tenderer that it considers is commercially sensitive the Tenderer should set out the following information in an appendix with the completed tender response:

1. clearly identify such information as commercially sensitive;

2. explain the potential implications of disclosure of such

information; and

3. provide an estimate of the period of time during which the

Tenderer believes that such information will remain

commercially sensitive.

8.3 Where a Tenderer identifies Information as commercially sensitive, the University will endeavour to maintain confidentially. Tenderers should note, however, that, even where information is identified as commercially sensitive, the University might be required to disclosed such information in accordance with the FoIA. Accordingly the University cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

**Schedule 1 - Specification**

The University of Brighton, Accommodation and Hospitality Services department is seeking tenders for the Supply of Fruit and Vegetables for our catering outlets based in Brighton, Eastbourne, and Hastings.

**1: General Requirements**

**Service**

* The supply of fresh fruit and vegetables, sourced with the minimum possible ‘food miles’ and minimum possible time periods between ‘field and fork’.
  + The supply of prepared fruit and vegetables to dimensions specified at time of order;

Note: Up to 25% of our orders are likely to be for prepared produce.

* Supply fruit and vegetables to all the sites listed – see Appendix 1.
  + Supply a minimum of 90% of the products on the Core List – see Appendix 2.

**Management**

* Provide monthly price updates and seasonality information.
* Provide separate accounts for each site, and to invoice to those sites.
* Provide full and comprehensive management information in a computer readable format, e.g. Excel spreadsheet.
* Provide a named Account Manager to pro-actively co-ordinate and communicate orders and to provide comprehensive support and links between supplier and university sites.

**Standards**

* Ensure all produce supplied shall be delivered fit for purpose and comply with all relevant standards. Where produce is deemed not fit for purpose by the university the supplier must replace.
* Ensure all products comply with appropriate current European and UK Standards, Regulations and Legislation, including Food Labelling Regulations. British/International Standards shall apply where no European Standard exists.

Note: Labelling must include information concerning allergens.

Note: It is University policy not to accept any GM (genetically modified) foods.

* Hold an EHO certificate (or equivalent) for fruit and vegetable food safety management
* Follow and use HACCP (or equivalent) principles for fruit and vegetable preparation and delivery.
* Hold a UKAS-approved inspection body (or European equivalent) Hygiene Audit Report and Certificate

**Sourcing**

* Wherever possible the University offers menus that utilise seasonal produce and will always use locally grown produce when in season. Where this is not possible, in consultation with our fruit and vegetable supplier, we always seek the most suitable alternative produce.
* As noted above, the University wants to ensure that all produce carries the lowest possible ‘food mileage’ and the minimum time between ‘field and fork’.
* The University supports Fairtrade policies and products.

**2: Products**

* Only Class One fruit and vegetables will be acceptable, unless agreed with the University’s authorised officer prior to delivery.
* Prepared fruit and vegetables must be delivered with a minimum of two days shelf life, and the date clearly shown on the product label.
* Prepared vegetables should be supplied ‘bespoke’ – i.e. to the University’s requirements.
* To prevent discolouration, only natural or organic products should be used for produce preparation/storage.
* Allergen information must be clearly noted on labels, in BOLD, on the immediate packaging of prepared produce. Any further relevant information must be available within 24 hours of a request being made.
* Any products requiring chilled storage must be transported in suitably equipped vehicles (see point 5 below).

**3: Ordering**

* Suppliers must have the ability to accept orders via telephone and/or e-mail.

Note: In the near future, the university will require the capability for on-line ordering/e-procurement.

* The time range for orders to be accepted, including prepared goods, should be up to 16:00 each day as a minimum service for next day delivery.
* To prevent/reduce the level of food waste, the university would prefer there to be no minimum weight or set pack sizes on prepared items.

**4: Invoicing**

* The University would prefer to receive a monthly consolidated invoice for each of the sites, with Delivery Notes accompanying all inward goods.

**5: Delivery**

Suppliers must be able to:

* Provide a six days service with daily delivery window to all outlets between 7.30-10.30am. (Note: Saturday orders are rarely placed).
* A second delivery service should be available for emergency deliveries.
* In the event of wrong and missing goods, deliveries should be rectified within four hours of the closing of the agreed delivery window.
* Deliveries must be taken into the kitchen or alternative delivery points as instructed.
* Deliveries must not be left outside buildings or unattended.
* Deliver goods in a fit and suitable manner, and with correct labelling - with particular regard to Allergen information. Deliveries will be rejected if they do not meet contract requirements. These are not limited to, but include, the following:
* Late delivery
* Wrong Specification
* Wrong goods delivered
* Poor quality products
* Poorly labelled or packaged goods
* Inappropriate or unhygienic transport (including personnel, apparatus, crates &c)
* Expired or short use by or best before date
* Suppliers must ensure products are delivered at the correct temperatures and stored appropriately.
* Delivery vehicles should be fuel efficient, kept clean and used for the sole purpose of delivering fruit and vegetables. Vehicles must be capable of storing/transporting produce at the correct temperature range.

**6: Packaging**

* Suppliers must support the principles laid out in the University’s Sustainable Food Policy, and comply with EU Waste regulations. All packaging and delivery crates should be returnable and of a re-usable nature.

Please note: Deliveries in wooden containers will not be accepted due to the risk of physical contamination

**7: Pricing policy**

* Pricing will be based on a monthly Price Schedule to be provided by the supplier and confirmed/agreed by the University. The supplier may add seasonal items to this list. Prices must be submitted by e-mail to the University and received on an agreed date, usually the last Thursday of each month, prior to the beginning of the next monthly period. Prices will be reviewed, checked and authorised by the A+H Office, which reserves the right to query all prices.

**8: Sustainability**

* Suppliers are expected to support the University of Brighton Sustainable Food Policy document where it is applicable to their product and service - see Appendix 3.

**Schedule 2 - Evaluation Criteria**

The University of Brighton shall award the contract on the basis of the offer which is the most economically advantageous to the University of Brighton and which meets the award criteria.

Tenders will be evaluated on price and quality issues.

**Price Evaluation 40%**

| **Price Criteria** | **Weighting** |
| --- | --- |
| Prices as per list in Schedule 4 | 100 |
| **Total** | **100** |

**Quality Evaluation 60%**

|  |  |
| --- | --- |
| **Quality Criteria** | **Weighting** |
| Organisation details | Pass/fail |
| Financial information | Pass/fail |
| Health + Safety | Pass/fail |
| Equal Opportunities + Diversity | Pass/fail |
| Sustainability/CSR | Pass/fail |
| Quality Management | Pass/fail |
|  |  |
| General Requirements | 50 |
| Products | 10 |
| Ordering | 5 |
| Invoicing | 5 |
| Delivery | 5 |
| Pricing Policy | 10 |
| Sustainability | 15 |
| **Total** | **100** |

Please note that the following methodology will be used to score qualitative aspects of the bids,

|  |  |
| --- | --- |
| Score | Judgement |
| 5 | Excellent |
| 4 | Good |
| 3 | Satisfactory |
| 2 | Doubtful |
| 1 | Poor |
| 0 | Not worth considering |

and that bids will be disqualified if they do not score a minimum of 3 marks in a particular quality criterion.

**Schedule 3 – Tender Response**

1. **Organisation Details:** Supplier identity, key roles and contact information

|  |  |  |
| --- | --- | --- |
| **Query** | **Response** | |
| **Full name of organisation**  Organisation either tendering or acting as lead contact where a consortium bid is being submitted |  | |
| **Registered office address**  Property name, street name, town, county, postcode |  | |
| **Website address** |  | |
| **Is your organisation defined as an SME (Small-Medium Enterprise) as defined by the EU Commission? –**  i.e. less than 250 employees, and  either Annual Turnover less than €50 million [£36m]  or Annual Balance Sheet total of less than €43 million [£31m] | |  |
| **Company or charity registration number** |  | |
| **VAT registration number** |  | |
| **Name of immediate parent company** |  | |
| **Name of ultimate parent company** |  | |
| **Type of organisation**  E.g. PLC, limited company, LLP, other partnership, sole trader, other (please specify)  If PLC, limited company or LLP please provide Companies House registration number | |  |
| **Contact details for enquiries**  Contact name, title, email, telephone number |  | |
| **Company operating address**  (If different from that of registered office, provided above)  Property name, street name, town, county, postcode |  | |
| **Consortia and sub-contracting**  Please indicate either a), b) or c).  a) Your organisation is bidding to provide the services required itself;  b) Your organisation is bidding in the role of prime contractor and intends to use third parties to provide some services;  c) The potential provider is a consortium. | |  |

**2. Financial information**

|  |  |
| --- | --- |
| **Query** | **Response** |
| Accounts and financial Statements  1. In respect of the organisation for which prequalification is sought (the supplier organisation), please provide the financial information described below.  a) An electronic copy of your audited accounts for the most recent two years.  b) Statement of your organisations turnover; profit and cash flow for the most recent full year of trading or where a full year of trading has not been completed the same information for the period applicable.  OR If this information is not available in an audited format please provide an end of period balance sheet or make the response specified at c).  c) A statement of your organisation’s cash flow forecast for the current year and a letter from your bank outlining the current cash and credit position.  d) Alternative means of demonstrating financial status if trading for less than a year.  2. In addition, where the supplier organisation is a subsidiary in a group, the responses described in a) through c) are also required for the organisation with overall responsibility for the group.  3. Where a consortium or association is proposed, the responses described at a) through c) are required for each member of the consortium. |  |
| Insurance statement and certificates  Please confirm whether you have or would be willing to take out the appropriate minimum levels of insurance cover required by the University if you are successful in winning the contract?  • £10,000,000  Employers’ Liability insurance  (does not apply to sole traders);  • £5,000,000  Public Liability insurance; depending upon project |  |
| Has your company or any of its Directors and Executive Officers been the subject of criminal or civil court action (including for bankruptcy or insolvency) in respect of the business activities currently engaged in, for which the outcome was a judgement against you or them?  Please provide details. Responses will be taken into account in assessing the outcome of this prequalification application where the circumstances of the judgement are pertinent to future projects. They will not necessarily constitute a reason for rejection. |  |
| Is your company or any of its Directors and Executive Officers the subject of ongoing or pending criminal or civil court action (including for bankruptcy or insolvency) in respect of the business activities currently engaged in?  Please provide details now and notification of outcome, when known. Responses will be noted but will have no bearing on the outcome of this prequalification application unless or until a conviction is confirmed. In the event that no notification of outcome is received, subsequent enquiry may be made of the supplier. |  |
| Has your company or any of its Directors and Executive Officers been in receipt of enforcement/remedial orders (such as those in relation to HSE, Environmental Agency or HMRI enforcement), in the last three years?  Please provide details, including the status of the required action. Responses will be taken into account as part of the assessment process. |  |
| Does your organisation have any association (either directly or indirectly) with any member or employee of the University? |  |

**3. Health and Safety policy and capability**

|  |  |
| --- | --- |
| **Query** | **Response** |
| **Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management?**  Please confirm that you have a H+S policy endorsed by the chief executive officer that is regularly reviewed. The policy should be relevant to the nature and scale of the work and set out responsibilities for H&S management at all levels in the organisation.  *Note Organisations with less than five employees are not required by law to have a documented policy statement.* |  |
| **Do you check, review and where necessary improve your H&S performance?**  Please confirm that your organisation has in place and implements, a system for monitoring H+S procedures on an ongoing basis and for periodically reviewing and updating that system as necessary. |  |

**4. Equal Opportunity and Diversity policy and capability**

|  |  |
| --- | --- |
| **Query** | **Response** |
| **Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favourably than others?**  No supporting evidence required. |  |
| **In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal or equivalent body?**  Please provide details of any findings. |  |
| **In the last three years has your organisation been the subject to a compliance action by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination?**  Please provide details of any investigations. |  |
| If the answer to question 2 and / or 3 is “Yes”, what steps did your organisation take as a result of that finding or investigation?  Please provide details/evidence of remedial action. |  |

**5. Sustainability/Corporate Social Responsibility (CSR) management policy and capability**

|  |  |
| --- | --- |
| **Query** | **Response** |
| **Do you have a documented policy and organisation for the management of sustainability (CSR) issues?**  Please confirm that you or your organisation has a Sustainability (CSR) management policy authorised by the Chief executive or equivalent and regularly reviewed.  The policy should be relevant to the nature and scale of the work and set out the responsibilities for environmental management throughout the organisation |  |
| **Do you have documented arrangements for ensuring that your sustainability (CSR) management procedures are effective in reducing/ preventing significant impacts on the environment?**  Please confirm that your organisation’s environmental policy implementation plan provides information as to how the company aims to discharge relevant legal responsibilities and provides clear indication of how these arrangements are communicated to the workforce, in relation to environmental matters including; sustainable materials procurement, and waste and energy management.  This should include the arrangements for responding to, monitoring and recording environmental incidents and emergencies and complaints. |  |

**6. Quality management policy and capability**

|  |  |
| --- | --- |
| **Query** | **Response** |
| **Do you have a policy and organisation for quality management?**  Please confirm that your organisation has and implements a quality management policy that is authorised by the Chief Executive or equivalent and periodically reviewed at a senior management level. The policy should be relevant to the nature and scale of the work to be undertaken and set out responsibilities for quality management throughout the organisation |  |
| **Do you have arrangements for ensuring that your quality management, including the quality of service and general performance, is effective in reducing/ preventing incidents of sub-standard delivery?**  Please confirm that your organisation keeps copies of documents setting out quality management organisation and procedures that meet currently agreed good practice. These should include the arrangements for quality management throughout the organisation. They should set out how the company will carry out its policy, with a clear indication of how the arrangements are communicated to the workforce. |  |

**7. Main Proposal**

|  |
| --- |
| 1: General Requirements.  Please describe how you will meet the requirements as set out in Schedule 1 – Specification,  under the following headings:  Service  Management  Standards  Sourcing |
| Response:   * **Service** * **Management** * **Standards** (please attach copies of relevant certificates/reports/accreditations etc to your completed tender) * **Sourcing** (please also complete Appendix 4 and attach to your completed tender) |
| 2: Products  Please confirm that your products meet the requirements as set out in Schedule 1 – Specification. |
| Response: |
| 3:Ordering  Please describe your ordering system, and indicate how this matches the university requirement at Schedule 1 - specification |
| Response: |
| 4: Invoicing  Please describe your invoicing system, and indicate how this matches the university requirement at Schedule 1 – Specification. |
| Response: |
| 5: Delivery  Tenderers should describe how they will meet the requirements as set out in Schedule 1 – Specification. |
| Response: |
| 6: Packaging  Tenderers should describe how they will meet the requirements as set out in Schedule 1 – Specification.  This should include an indication of your ability to collect empty reusable containers either ‘next-day’ or within a reasonable time. |
| Response: |
| 7: Pricing policy  Please confirm that you will be able to provide a monthly price schedule. The schedule must include all the items on our Core List, with any seasonal additions that you wish to add. The schedule is to be provided on the last Thursday of each month for the following month, and sent to each site contact and our Executive Head Chef. Prices cannot deviate from the monthly schedule without prior notice and the agreement of the university. |
| Response: |
| 8: Sustainability  Please describe how your sustainable practices will be brought into the day-to-day management and delivery of the contract and the benefits this will bring. You should attach a copy of your Sustainability policy to this tender, highlighting where it matches/complements/enhances the University Policy. |
| Response: |

**Schedule 4 - Pricing**

Please see and complete the attached excel file.

**Schedule 5 – Terms & Conditions**

**UNIVERSITY OF BRIGHTON**

**STANDARD CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS**

**LIST OF CONDITIONS**

1. Interpretation

2. Precedence of Conditions

3. Warranty

4. Variations

5. Royalties and Patents Rights

6. Labelling and Packaging

7. Delivery

8. Property and Risk

9. Rejection of Goods

10. Default by Contractor

11. Force Majeure

12. Price and Payment

13. Not Used

14. Insurance

15. Assignment and Sub-letting

16. Confidentiality

17. Data Protection and Information Security

18. Insolvency

19. Publicity

20. Termination

21. Notices

22. Law

23. Agency

24. Whistle Blowing

25. Virus Protection

26. Equalities

27. Human Rights

28. Data Quality

29. Liaison

30. Severance of Terms

31. Entire Agreement

32. Dispute Resolution

33. Health and Safety

34. Contracts (Rights of Third Parties) Act

35. Estimated amounts

36. Environment

37. Waiver

38. Anti Bribery

**1. INTERPRETATION**

1.1 In these Conditions:-

1.1.1 “the Commencement Date” means [ ]

1.1.2 "the Contract" means the agreement between the University and the Contractor for the Supply of Goods, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties;

1.1.3 “the Contract Period” means the period of 4 years from the Commencement Date;

1.1.4 "the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by the University under the Contract for the full and proper performance by the Contractor of the Contract.

1.1.5 "the Contractor" means the person, firm or company named as such in the Contract as responsible for the supply of the Goods and shall include the Contractor’s legal personal representatives, successors and permitted assigns;

1.1.6 "the University" means the University of Brighton of Mithras House Lewes Road Brighton East Sussex BN2 4AT

1.1.7 "the Goods" means all Goods, materials or articles which the Contractor is required to supply under the Contract;

1.1.8 “Premises” shall mean any premises owned or occupied by the University

1.2 Unless the context otherwise requires:-

1.2.1 Reference to any statute, order, regulation or other similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended or re-enacted by any subsequent statute, order, regulation or instrument.

1.2.2 The singular includes the plural and vice versa

1.2.3 A reference to a clause, sub-clause, paragraph or sub-paragraph is a reference to a clause, sub-clause, paragraph or sub-paragraph of this Contract

1.2.4 The word “include” or “including” are to be construed without limitation.

1.3 The headings to these Conditions shall not affect their interpretation.

1.4 Any decision, act or thing which the University is required or authorised to take or do under the Contract may be taken or done by any person authorised (‘the Authorised Officer’), either generally or specially, by the University to take or do that decision, act or thing, provided that upon receipt of a written request the University shall inform the Contractor of the name of any person so authorised.

**2. PRECEDENCE OF CONDITIONS**

The Goods shall be provided by the Contractor to the University in accordance with these Conditions for the Contract Period unless terminated earlier in accordance with the Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each of such Conditions has been specifically agreed to in writing by the University.

**3. WARRANTY**

3.1 The Goods and/or Services shall conform in all respects with:

a) the provisions of the Contract and in particular the specification, drawings, samples or other descriptions of the Goods contained or referred to in this Contract;

b) European (EU) or International Standards (ISO) specified in the Contract and where no EU or ISO standard is specified with the relevant British standards;

c) the requirements of any relevant legislation current at the time of delivery.

3.2 The Goods shall be of satisfactory quality as that expression is defined in the Sale and Supply of Goods Act 1994 including all the aspects of quality as listed in s.14(2)(B) of the said Act, and shall be free from defects in material or workmanship.

3.3 If the purpose for which the Goods are required is made known to the Contractor expressly or by implication the Goods shall be fit for all purposes for which Goods of their kind are commonly supplied.

**4. VARIATIONS**

4.1 In the event that the University shall require any reasonable alteration or addition to or omissions from the supply of the Goods or any part thereof (hereinafter referred to as a Variation), the Contractor shall state in writing the effect such Variation will have on the supply of the Goods and what adjustment, if any, will be required to the Contract Price. The Contractor shall furnish such details within 14 days of receipt of the University’s written request or such other period as may be agreed.

4.2 A Variation under Clause 4.1 shall not invalidate this Agreement but if such Variation involves an increase or decrease in the cost to the Contractor of supplying the Goods an adjustment of Contract Price shall be made with effect from the date of implementation of the Variation. The Contractor shall satisfy the University as to the reasonableness of the extra costs resulting from Variation under this clause.

4.3 The Contractor shall not vary the supply of the Goods in any respect unless instructed in writing to do so by the University.

4.4 No Variation shall be binding unless it has been agreed in writing and signed by authorised representatives of both parties.

**5. ROYALTIES AND PATENTS RIGHTS**

5.1 The Contract Price includes all payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of performing the Contract.

5.2 The Contractor shall indemnify the University against any costs or claims arising from any infringement of any right, patent, design, trademark or copyright.

5.3 Not used.

5.4 The provisions of this Condition 5 shall apply during this Contract and after its termination howsoever arising.

**6 LABELLING AND PACKAGING**

6.1 The Goods shall be packed and marked in a proper manner and in accordance with the University’s instructions and any statutory requirements and any requirements of the carriers.

6.2 Packaging will be of a reusable nature where possible. The University will not store such items beyond seven days or accept responsibility for the non-return of crates etc.

**7. DELIVERY**

7.1 The Goods shall be delivered by the Contractor carriage paid in such quantities, in such manner, at such times, and to such places as the University may order in writing from time to time, being within the quantities, period and localities specified in the Contract.

7.2 The time of delivery shall be of the essence where delivery dates are expressly agreed.

7.3 Deliveries shall be made between 7.30-10.30am. If deliveries are likely to be late the supplier will notify the site by telephone.

7.4 A delivery note shall accompany each delivery of the Goods. All delivery notes and invoices shall be clearly marked with the University’s site name, the description and quantity of the Goods concerned, and whether the containers are required to be returned, and shall be compatible in all respects with these Conditions.

7.5 The Contractor shall free of charge and as quickly as possible replace such of the Goods as may either be damaged in transit or fail to be delivered to the University provided that the University shall within two (2) days of delivery give notice to the Contractor that the Goods have been damaged or failed to be delivered.

**8. PROPERTY AND RISK**

The property and risk in the Goods shall pass to the University when the Goods have been delivered to the University and unloaded but without prejudice to any of the rights and remedies of the University under this Contract.

**9. REJECTION OF GOODS**

9.1 Without prejudice to the operation of Condition 9.4 the Goods shall be inspected on behalf of the University within a reasonable time after delivery and may be rejected by written notice to the Contractor if found to be defective or inferior in quality to, or differing in form or material from, the requirements of the Contract or if they do not comply with any term, express or implied, of the Contract.

9.2 Without prejudice to the operation of Condition 9.4 the University shall notify the Contractor of the discovery of any defect within fourteen (14) days of its discovery and shall give the Contractor all reasonable opportunities to investigate such defect;

9.3 The whole of any consignment may be rejected if a reasonable sample of the Goods taken indiscriminately from that consignment is found not to conform in every material respect to the requirements of the Contract.

9.4 The University’s right of rejection shall continue irrespective of whether the University has in law accepted the Goods. In particular taking delivery, inspection, use or payment by the University of or for the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy which the University may have against the Contractor; provided that the right of rejection shall cease within a reasonable time from the date on which the University discovers or might reasonably be expected to discover the latent defect or other relevant breach of contract.

9.5 Goods so rejected after delivery shall be removed by the Contractor at its own expense within two (2) days from the date of notification of rejection. If the Contractor fails to remove within such period, the University may return the rejected Goods at the Contractor’s risk and expense and charge the Contractor for the cost of storage from the date of rejection.

**10. DEFAULT BY CONTRACTOR**

10.1 Without prejudice to any other right or remedy if the Contractor does not deliver the Goods or any part of them within the times specified in the Contract, the University may:

10.1.1 terminate the Contract and purchase other Goods of the same or similar description to make good such default;

10.1.2 recover from the Contractor the amount by which the cost of so purchasing other Goods exceeds the amount which would have been payable to the Contractor in respect of the Goods replaced by such purchase.

10.2 If the Contractor shall be in breach of any of his obligations under the Contract, the University shall be entitled to give the Contractor notice in writing to forthwith remedy such breach.

10.3 If the Contractor shall fail to comply with such notice within seven (7) days of its receipt or such longer period as the University may allow in writing having regard to the nature of the breach, the University shall be entitled forthwith to terminate the Contract and obtain the Goods from an alternative supplier at the Contractors risk and cost.

10.4 Upon such termination the University shall be under no obligation to pay the Contractor any further sums until such time as the supply of the whole of the Goods which were to have been provided by the Contractor under the Contract have been completed. Upon such completion the University shall pay to the Contractor, or be entitled to recover from the Contractor, the difference between the sums due to the Contractor for the Goods provided by the Contractor in accordance with the Contract up to the date of termination, and the costs incurred by the University in the completion of the provision, together with the direct damages suffered by the University arising out of the Contractors default.

**11 FORCE MAJEURE**

11.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract for so long as and to the extent that such performance is rendered impossible by circumstances beyond its control, provided that

11.1.1 nothing in this Condition shall limit the obligations of the Contractor to use its best endeavours to fulfil its obligations under the Contract and

11.1.2 the party affected by the Force Majeure shall as soon as reasonably practicable serve notice on the other party specifying the circumstances of the Force Majeure event.

11.2 If the Force Majeure event is such as to prevent or substantially delay the future performance of the Contract the University may terminate the Contract by written notice to the Contractor but shall pay the Contractor such reasonable sum as may be agreed between the parties in respect only of the expenditure actually incurred and commitments entered into by the Contractor in the performance of the Contract up to the date of the Force Majeure event which have not been covered by the payments already made to the Contractor

**12. PRICE AND PAYMENT**

12.1 The Product Core List Prices are specified in the Contract documents and shall include the costs of packaging, packing materials, addressing, labelling, loading and delivery to the addresses named in the Contract or orders. Product prices will be reviewed monthly, on production of monthly core price lists to be provided by the Contractor to the University. The University reserves the right to query all prices.

12.2 Invoices shall show the amount and type of Goods supplied for which payment is claimed together with the agreed prices, the University’s site address, the date of delivery and any other detail the University may determine and notify to the Contractor

12.3 The University shall pay the Contract Price to the Contractor, by BACS if the University so chooses, within thirty (30) days of a valid invoice being received or the Goods being delivered, whichever is the later, unless, before payment is due, the University has rejected all or any part of the Goods

12.4 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted by the University from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or any other contract with the University.

12.5 Where either party fails to make payment on a due date the other party shall be entitled to charge interest on the late payment (except where part or the whole of the payment is withheld due to a bona fide dispute as to entitlement to payment) calculated daily at the rate of 2% above the base rate from time to time of the National Westminster Bank Plc from the due date (whether before or after any judgement) until actual payment and it is agreed by the parties that this clause provides the parties with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

12.6 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

**13. NOT USED**

**14. INSURANCE**

14.1 Without prejudice to its liability to indemnify the University under Clause 13 the Contractor shall throughout the duration of this Contract maintain the following insurances with a reputable insurance company:

14.1.1 third party insurance against all loss of and damage to property and injury to persons (including death) under which the cover shall not be less than £10,000,000 in respect of any one incident.

14.2 The Contractor shall upon request made from time to time produce to the University documentary evidence that the insurance required by Clause 14.1 is properly maintained.

**15. ASSIGNMENT AND SUB-LETTING**

Neither party shall assign any of its obligations under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld.

**16. CONFIDENTIALITY**

16.1 The Contractor undertakes to treat as confidential all information relating to:

16.1.1 the business and operations of the University;

16.1.2 the terms and conditions of this Contract; and

16.1.3 all information relating to third parties obtained through the Contractor’s supply of the Goods and not disclose or use such information except as may be necessary for the supply of the Goods.

16.2 The Contractor shall ensure that its employees, sub-contractors, and agents comply with confidentiality obligations set out in Clause 16.1.

16.3 The provisions of Clauses 16.1, and 16.2, shall not apply to:

16.3.1 any information in the public domain otherwise than through act or default of (or on behalf of) the Contractor and;

16.3.2 disclosure of any information where this is required by law.

16.4 The Contractor acknowledges that, in responding to requests for information in relation to this Contract which are made under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice, the University shall be entitled to provide information in relation to this Contract, save such information which in the University’s opinion is exempt information as described within any provisions of Part II of the Freedom of Information Act 2000, and where it is in the public interest to maintain the exemption.

16.5 The Contractor shall assist the University at no additional charge in meeting any requests for information in relation to this Contract which are made to the University in connection with the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof, or any related guidelines or codes of practice. The University may from time to time serve on the Contractor an information notice requiring the Contractor within such time and in such form as is specified in the information notice, to furnish to the University such information as the University may reasonably require relating to such requests for information.

**17. DATA PROTECTION AND INFORMATION SECURITY**

17.1 The Contractor’s attention is drawn to the need to protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and in particular to the need to ensure the reliability of the staff having access to the data.

17.2 The Contractor shall indemnify the University against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the Contractor, its servants or agents.

17.3 “personal data” has the same meaning as the Data Protection Act 1998, s.1(3).

**18. INSOLVENCY**

18.1 The University may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:-

18.2 If the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of this creditors, or shall purport to do so; or

18.3 If the Contractor being a company shall pass a resolution or the court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction), or if an administrative receiver on behalf of a creditor shall be appointed, or if the court shall make an administration order, or if circumstances shall arise which entitle the court or creditor to appoint an administrative receiver or which entitle the court to make a winding-up order or administration order; provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the University.

**19. PUBLICITY**

The Contractor shall not advertise or publicly announce that it is supplying services or undertaking work for the University without the prior consent of the University, such consent not to be unreasonably withheld.

**20. TERMINATION**

The University may, in addition to its rights under any other provision of the Contract, terminate the Contract at any time by giving the Contractor three months’ written notice. Upon the expiration of the notice, the Contract shall terminate without prejudice to the rights of the parties accrued to the date of termination.

**21. NOTICES**

21.1 Any notice required to be given to the Contractor pursuant to this Contract shall be in writing and may be given:

21.1.1 by delivering the notice to or leaving the notice for the Contractor at the Contractor’s last known place of abode or business or, if the Contractor is a company, at the registered office of the company, in which case the notice shall be deemed to have been duly served at the time it is so delivered or left; or

21.1.2 posting the notice in a pre-paid envelope addressed to the Contractor at the Contractor’s last known place of abode or business or, if the Contractor is a company, at the registered office of the company, in which case the notice shall be deemed to have been duly served at the time it would be delivered in the ordinary course of post;

21.2 Any notice to the University under this Contract shall be in writing and addressed to the Authorised Officer at the address shown in clause 1.1.6 or such alternative address as shall have been notified to the Contractor in writing. Such notice may be delivered by any of the methods described in Clauses 21.1 above, and the notice shall be deemed to have been served at the time stipulated therein.

**22. LAW**

The parties accept the non-exclusive jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English Law.

**23. AGENCY**

The Contractor is not and shall in no circumstances hold itself out as being the agent of the University, otherwise than in circumstances expressly permitted by the Contract if any.

**24. WHISTLE BLOWING**

The Contractor confirms that the University's Head of Internal Audit is authorised as a person to whom the Contractor's staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declare that any of its staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment. The Contractor further declares that any provision in an agreement purporting to preclude a member of its staff from making a protected disclosure is void.

**25. VIRUS PROTECTION**

25.1 Contractors are required to have in place fully operational, effective, appropriate and up-to-date virus protection measures to minimise the risk of infections, loss or damage to any of the University’s data. They must also minimise the risks of propagation and onward transmission of any virus. The measures must include regular and appropriate awareness programmes for staff on virus protection measures. Contractors must describe the virus protection measures in place. Contractors must notify the University immediately of:

25.2 any virus infections that occur in any locations where the University's data is processed/stored;

25.3 the damage caused to the University's data; and

25.4 the actions that have been taken to eradicate the virus;

Contractors must describe the arrangements by which they will provide this information.

**26. EQUALITIES**

26.1 The Contractor shall:

26.1.1 comply with and maintain policies to ensure that it and its sub-contractors comply with their and the University’s statutory obligations under the Equality Act 2010, and shall take all reasonable steps to secure that all servants, employees, or agents of the Contractor and its sub-contractors do not unlawfully discriminate against any person in decisions to recruit, train, promote, discipline, or dismiss in the provision and delivery of the Services (whether in relation to age, disability, gender-reassignment, marriage and civil partnership, pregnancy and maternity, race, sex, sexual orientation, or otherwise).

26.1.2 Comply with the university’s reasonable requirements from time to time in relation to the elimination of unlawful discrimination and promotion of equality of opportunity and good relations between persons of different protected characteristics, as defined by the Equality Act 2010.

26.1.3 provide such information as the University may reasonably require for the purpose of assessing the Contractor's compliance with this Clause 26 including, if requested, recruitment advertisements or other literature and details monitoring applicants and employees.

26.1.4 exercise its duty under the Equality Act 2010 to make reasonable adjustments as defined and described in this Act.

26.1.5 observe, as far as is reasonably practicable, the Equalities and Human Rights Commission’s Codes of Practice.

26.2 In the event of any finding of unlawful discrimination being made against the Contractor or its sub-contractors during the period of this Agreement by any court or tribunal, or of an adverse finding in any formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the University of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the University to prevent repetition of the unlawful discrimination.

**27. HUMAN RIGHTS**

The Contractor shall comply with the Human Rights Act 1998 and any regulations or code of practice made thereunder (“the statutory provisions”) and in carrying out such obligations shall act as though the statutory provisions relating to public authorities applied to the Contractor and shall indemnify the University in respect of all actions, claims, liabilities and demands arising out of any breach by the Contractor.

**28. DATA QUALITY**

The Contractor shall ensure the information it provides to the University from its own sources is accurate and shall use all reasonable endeavours to ensure the information it provides to the University from third parties is accurate.

**29. LIAISON**

The Contractor shall appoint a representative and such appointment shall be notified to the University. The Contractor’s Representative shall be responsible for liaison with the University.

**30. SEVERANCE OF TERMS**

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

**31. ENTIRE AGREEMENT**

This Contract contains or expressly refers to the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties.

**32. DISPUTES RESOLUTION**

32.1 The parties will use their best endeavours in good faith to resolve by agreement any dispute between them arising out of or relating to this Contract. Such endeavours should include negotiation and, if appropriate, conciliation by an independent person to be agreed between the parties, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the parties in carrying out his duties, and may be given by agreement between the parties the duty to recommend or approve terms of settlement between the parties.

32.2 If there is any dispute between the parties which cannot be resolved by negotiation or conciliation the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

**33. HEALTH AND SAFETY**

33.1 The Contractor represents and warrants to the University that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the University adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health. The Contractor shall indemnify the University against all actions, suits, claims, demands, losses, charges, costs and expenses which the \university may suffer as or incur as a result of or in connection with any breach of this Condition.

**34. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

**35. ESTIMATED REQUIREMENTS**

35.1 Any estimate of demand given to the Contractor is for guidance only and shall not form part of the Contract.

35.2 Any such estimates, if identified in the Contract documentation are liable to amendment. The University’s final requirement shall be as identified in its official purchase orders.

**36. ENVIRONMENTAL IMPACT**

The Contractor shall perform the Contract in accordance with the University’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment

**37. WAIVER**

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

37.2 A waiver of any Default shall not constitute a waiver of any subsequent default.

**38 ANTI BRIBERY**

## 38.1 The Contractor shall:

### (1) Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

### (2) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

### (3) Comply with the University’s Ethics and Anti-bribery/Anti-corruption Policies (available upon request), in each case as the University may update them from time to time (Relevant Policies**).**

### (4) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 0, and will enforce them where appropriate;

### (5) Promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this agreement;

### (6) Immediately notify the University (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

### (7) as part of this agreement, and annually thereafter, certify compliance with this clause 38 by the Contractor and all persons associated with it under clause 38.2. The Contractor shall provide such supporting evidence of compliance as the University may reasonably request.

## 38.2 The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 38 (Relevant Terms). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the University for any breach by such persons of any of the Relevant Terms.

## 38.3 Breach of this clause 38 shall be deemed a material breach OR breach of a material clause of this agreement.

## 38.4 For the purpose of this clause 38, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 38 a person associated with the Contractor includes but is not limited to any subcontractor of the Contractor.

**Schedule 6 – Tender Return Label**

|  |
| --- |
| Tender: **Supply of Fruit and Vegetables**  Ref. **UoB 1740216**  FAO: **Wayne Fisher**  **Procurement Services**  **University of Brighton**  **Room 211**  **Mithras House,**  **Lewes Road**  **BRIGHTON**  **BN2 4AT** |
| To be delivered on or before **13:00 (1p.m.), 31 March 2016** |

**Schedule 7 – Certificate of non-collusion**

TO: The University of Brighton

**RE: Supply of Fruit and Vegetables**

The essence of the public procurement process is that the University shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide bid and (except as authorised in the Invitation to Tender) we have not, and insofar as we are aware neither has any of our officers, employees, servants or agents:

(1) Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made; or

(2) Informed any other person, other than the person calling for this bid, of the amount or the approximate amount of the bid, except where the disclosure, in confidence, of the amount of the bid was necessary to obtain quotations necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or

(3) Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) above or to inform us of the amount or the approximate amount of any rival bid for the framework agreement; or

(4) Committed any offence under the Prevention of Corruption Acts 1889 to 1916; or

(5) Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the works any act or omission; or

(6) Canvassed any other persons referred to in paragraph 1 above in connection with the framework agreement; or

(7) Contacted any officer of The University of Brighton or their agents about any aspect of the agreement including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Participant of such officer or agent for the purpose of the framework agreement or for soliciting information in connection with the framework agreement.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting contract(s) continue in force between us (or our successors in title) and The University of Brighton.

In this certificate, the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed |  |
| Name |  |
| Position in Organisation |  |
| For and on behalf of |  |
| Date |  |

Please return this document (signed) with the Tender documents

**Schedule 8 – Form of Tender**

To: The University of Brighton

TENDER FOR: Supply of Fruit and Vegetables

1. I/We\* the undersigned DO HEREBY UNDERTAKE on the acceptance by the University of my/our\* tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.

2. Any prices, rates or discounts quoted in this tender are valid for 90 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before the expiry of that period.

|  |  |
| --- | --- |
| Signed |  |
| Name |  |
| Position in organisation |  |
| Duly authorised to sign tenders for and on behalf of |  |
| Date |  |

\*Delete as applicable

Please return this document (signed) with the Tender documents

Schedule 9 – Additional Information

This schedule is to be used to bring to the notice of the University any points the Tenderer may wish to make and for which there is no provision elsewhere on the tender form. This could include any clauses in the University’s Terms & Conditions which they wish to discuss. Tenderers should note that the University reserves the right to reject any tender that does not comply fully with its Terms & Conditions.

**Schedule 10 – Freedom of Information response**

Please use this Schedule to identify information in accordance with section 8.

END