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**LONDON COUNCILS**

**INVITATION TO TENDER:
Arthur Street IT & AV Equipment**

**Tender Reference: 2024/05/17**

**Closing Date for Tenders: 30 May 2024 (Noon)**

**Contract Commencement Date: 10 June 2024**

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GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in accompanying Appendices A and B. For tenderers’ convenience, however, the following key terms, which are used throughout this documentation, are defined thus:

Contractor ‘the Contractor’ means the particular organisation appointed to provide those specific services.

Client Means London Councils, being the public body which has opted to run an open tender process to appoint a contractor.

Contract Means this specific contract which will be awarded by the Client, for the provision of marketing and advertising services.

Service or Services Means the services provided by the Contractor under the Contract.

QUESTIONS

Questions relating to this invitation to tender documentation should be submitted:

 by e-mail to Tenders@londoncouncils.gov.uk

A log will be maintained of all questions raised, which will be circulated periodically to all prospective tenderers. The final date for raising any questions is **Midday on 24 May 2024**.

1. INTRODUCTION AND BACKGROUND

**Invitation To Tender For Arthur Street IT & AV Equipment**

**Introduction**

London Councils represents London’s 32 borough councils and the City of London. It is a cross party organisation that works on behalf of all of its member authorities regardless of political persuasion. London Councils makes the case to government, the Mayor and others to get the best deal for Londoners and to ensure that our member authorities have the resources, freedoms and powers to do the best possible job for their residents and local businesses.

**Background**

London Councils have recently signed a lease on 4th floor of Arthur St. It is currently an open space of 10,205sqft which will be transformed into a hybrid workspace with a mix of desks, meeting rooms, breakout and collaboration spaces. As part of the relocation, London Councils will reuse some existing display screens and are looking to obtain new IT/AV equipment as shown in Appendix C – Pricing Schedule.

2. SPECIFICATION OF SERVICE

London Councils is looking to appoint a contractor to complete acoustic surveys, source, deliver, install, and maintain good-quality AIT/AV equipment by mid-August\*\*\*. Structured cabling will be in place, so the supplier will need to collaborate with the main contractor regarding suitable output and work with the main contractors before, during and after the refurbishment to ensure a smooth installation (e.g. considering ceiling and/or floor mounting where glass partitions are prevalent). The supplier should have the capability to manage the entire end-to-end process seamlessly, with a dedicated point of contact and proactive communication throughout - there must be no surprises! The supplier must demonstrate they have the quality and quantity of staff that will deliver a high-quality installation service within the specific deadline of 2-3 days.

The supplier shall designate a point of contact and provide a clear escalation path. The supplier will have a robust project management approach. The supplier will proactively communicate with us at every stage of the process, anticipate and resolve any issues and provide clear instructions about what is required on the client side to enable smooth delivery of this project, including any interdependencies.

The annual Service Agreement must cover tier one and tier two support for all hardware and software that has been installed by the supplier.

\*\*\*Practical completion of the refurbishment works is expected by mid-August and the staff must be relocated by end of August (the relocation deadline cannot be moved), so it is critical that the successful supplier can provide flexibility with the dates in August that the delivery and installation is scheduled for, and be able to change dates (within August) with only 1-2 weeks’ notice.

**Management**

The project manager is Roy Stanley. Day to day contact during the tender process will be via Roy, to whom any queries should be addressed (contact details are on page 7). Please contact Roy if you would like to undertake an onsite visit on 22 May.

**Timetable**

| **Action** | **Target date 2024** |
| --- | --- |
| Issue of Invitation To Tender (ITT) | **17 May** |
| Onsite visits | **22 May** |
| Deadline for questions relating to the ITT | **24 May** |
| Deadline for receipt of Tenders  | **30 May (Noon)** |
| Evaluation of Tenders/ Agree preferred bidder | **31 May** |
| Internal governance/approval  | **3 June** |
| Award contract | **7 June** |
| Contract start date and inception meeting | **10 June** |

**The total timeframe of the projected is estimated to be 12 weeks.**

All rates provided should be inclusive of all disbursements and any other costs or expenses necessary for the proper delivery of the contract. They can be exclusive of VAT

**Requirements of Contractors**

Interested parties should complete **Appendix B: Tender Submission Document.**

**Equal Opportunities**

The successful contractor will be required to comply with London Councils’ Equal Opportunity Policy and bidders should complete and submit the Equal Opportunities Questionnaire with their tender submission. This can be found in **Appendix B.**

**Format of Tender Response**

If you wish to apply, your tender response should be sent by e-mail

to Tenders@londoncouncils.gov.uk to arrive by **12 noon 30 May 2024**. It must include in the email subject line 2024/05/17

If necessary, you may seek clarification on the tender process or the specification by contacting Roy Stanley via email to Tenders@londoncouncils.gov.uk. However it is not possible to seek any additional information on the specification. Enquiries will not be answered if received within 6 days of the date for submissions of Tenders. Tenderers should note that responses to each enquiry will be copied to all organisations tendering (though will not identify the originator of the enquiry). On no account before the tender opening date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation To Tender unless London Councils redirects the enquiry.

3. EVALUATION OF TENDERS

PROCEDURE

**The Tendering Process**

Tenders should be completed in full and must be strictly in accordance with the tender submission document.

All documents must be submitted in English. All prices and rates should be quoted in pounds sterling.

If you are aware that the submission of tender may give rise to a potential conflict of interest please inform the London Councils officer Roy Stanley via email at Tenders@londoncouncils.gov.uk. A conflict of interest may arise where you are related to a member or staff officer of London Councils or you have privileged information about the organisation that places you at an unfair advantage over other competitors in the bidding process.

EVALUATION OF TENDERS

In order to be transparent, and in order that tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any tenderer not understand any element, they should in first instance make contact with the Client as per the contact details on Page 3.

The following price and non-price weightings will be used to determine the most economically advantageous tender:

* Method Statements 70% weighting
* Pricing Schedule 30% weighting

Please note that throughout the evaluation process, the right is reserved to seek from tenderers additional information or clarification at any stage.

Method Statements 70% weighting

Tenderers are asked to provide a number of method statements in the Tender Submission Form, which are intended to explain how they will meet the requirements of the service. There are four method statements in total.

Each method statement will be scored on a scale of 0 to 5 points, in accordance with the following scheme:

| Grade | Interpretation | Quality of Response |
| --- | --- | --- |
| 0 points = | Not Answered | The proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. |
| 1 point = | Poor | The criterion is inadequately addressed, or there are serious inherent weaknesses. |
| 2 points = | Fair | The proposal broadly addresses the criterion, but there are significant weaknesses. |
| 3 points = | Good | The proposal addresses the criterion well, but a number of shortcomings are present. |
| 4 points = | Very Good | The proposal addresses the criterion very well, but a small number of shortcomings are present. |
| 5 points = | Excellent | The proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor. |

If a tender scores ‘0’ against any one or more method statements, this will give grounds for excluding that tender from any further consideration. It should be noted that each method statement has also been assigned a relative importance weighting, on a scale of 1 (the lowest) to 3 (the highest), to reflect its significance in the evaluation. See Appendix B for more details.

Pricing Schedule 30%

Tenderers’ price scores will be calculated based upon the lowest price submitted by tenderers. The tenderer with the lowest price will be awarded the full score of 100, with the remaining tenderers gaining pro-rated scores in relation to how much higher their prices are when compared to the lowest price.

AWARD OF CONTRACT

Upon conclusion of the evaluation, the scores for ‘pricing Schedule’ and ‘method statements’ will be combined to give a total score out of 100 points, and the Tenderer with the highest number of points will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via e-mail and letter. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tenders, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via letter and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

**ACCEPTANCE OF TENDER**

The Client does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Client and the successful tenderer. A copy of the terms and conditions can be found in **Appendix A**. **London Councils does not accept suppliers’ terms and conditions.**

4. RULES OF TENDER

GENERAL

1. In submitting a proposal in response to this Invitation to Tender, tenderers do so on the conditions specified or referred to herein and on the following express conditions.
2. Tenderers should consider only the information contained within this Invitation to Tender, the briefing event or otherwise communicated in writing to tenderers, when making their offer.
3. Information supplied by the Client (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Client cannot accept responsibility for any inaccurate information obtained by tenderers.
4. Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.
5. The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
6. Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.
7. The Client shall not be liable for, or pay any direct or indirect costs howsoever incurred by any tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any tenderer who fails to respond by the deadline set.
8. Any genuine mathematical error discovered in the pricing of tenders shall be dealt with in accordance with Alternative 1 of the JCT Practice Note 6 – Main Contract Tendering.

TERMS AND CONDITIONS

See Appendix A

BRIBERY

1. Tenderers must comply at all times with the provisions of the Bribery Act 2010, in particular Section 7 thereof in relation to the conduct of its employees, or persons associated with it. They must not
	1. Offer any inducement, fee or reward to any member or officer of London Councils, or any of the member authorities of the Client.
	2. Do anything which would constitute a breach of the Bribery Act 2010; or
	3. Canvass any of the persons referred to in a) in connection with the Contract; or
	4. Contact any member or officer, except as authorised by this Invitation for the purpose of asking genuine questions about the process or the tender

VARIATION AND QUALIFICATION

1. Whilst the Client is prepared to give consideration to any changes of a minor nature, it is not prepared to accept any material changes to the Terms and Conditions. Tenderers who wish to propose any minor changes to the Terms and Conditions should detail such variation or qualification in Appendix B (Qualification of Offer Section). Tenderers should bear in mind, however, that the acceptability or otherwise of any such variation will be at the sole and final discretion of the Client.

**DATA PROTECTION**

1. *London Councils has assessed the data requirements of this project and do not believe it requires the holding of personal data. However, we would not wish to preclude good bids that may focus on individual cases or personal data. In these instances London Councils would need to undertake a more detailed evaluation and a Data Protection Impact Assessment. The time needed for this may delay contract initiation***.**

FREEDOM OF INFORMATION ACT

1. Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.
2. Tenderers should state in **Appendix B** (FOI Section) if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive.
3. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.
4. It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

**Government Transparency Initiative** – **Publication of Tender Documents and Contracts**

1. The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish on line all tender documents for new contracts valued over £500 and the resulting contracts. Bidders tendering for this contract should be aware that if their tender is successful information about the resulting contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.

**TENDERERS’ RESPONSIBILITY TO SUBMIT COMPLETE TENDER**

1. It is the tenderer’s responsibility to ensure that their submitted tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Client is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Client may offer a tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Client this does not adversely affect the integrity and fairness of the tender exercise.

 5. PREPARATION AND SUBMISSION OF TENDERS

TENDER DOCUMENTS

Organisations wishing to tender should complete all of the documentation provided in the Tender Submission Form (**Appendix B**). The documentation comprises the following items:

* Contact Details.
* Form of Tender.
* Suitability Assessment Questionnaire.
* Response to Specification (Method Statements).
* Pricing Schedule.
* Qualification of Offer.
* Freedom of Information Schedule.
* Equal Opportunities Questionnaire.

SUBMISSION OF TENDERS

In preparing a tender please use an electronic copy, please do not make any changes to the text of the documentation supplied to you. Your tender will be evaluated on the basis that no changes have been made.

Tenders must be submitted to the address and by the closing date given below.

RETURN ADDRESS AND CLOSING DATE FOR TENDERS

Tenders should be returned by e-mail to: Tenders@londoncouncils.gov.uk to arrive by **12 noon 30 May 2024.** It should be addressed to the Director of Corporate Resources **and must include in the email subject line LC2024/05/17**

MISCELLANEOUS

Tenders submitted after the time and date shown will be rejected and returned to the tenderer, unless clear evidence of posting (by first class post on a day preceding the closing date) is available. Late tenders despatched other than by post will be automatically rejected.

Tenders must not be submitted by fax or e-mail.

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

**APPENDIX A - LONDON COUNCILS’ CONDITIONS “B” (SUPPLIES)**

1. **Definitions & Interpretation**
	1. In this Agreement, unless the context in which the words appear requires otherwise, the following words and expressions will have the following meanings:
2. **Agreement** means these Conditions, the Order and any other document incorporated by reference in to the Order;
3. **Authorised Officer** means the officer named on the face of the Order acting on behalf of London Councils;
4. **Confidential Information** means all information obtained under this Agreement or in connection with the supply of the Goods;
5. **Goods** means the articles or things or service or any part of any of them described in the Order and, where appropriate, such packaging as may be necessary for the immediate safe and secure containment or handling of the Goods but excluding additional cartons, cases and other similar containers used for convenience of distribution;
6. **London Councils** is a Joint Committee established pursuant to section 102 of the Local Government Act 1972 (as amended), whose principal offices are at 59½ Southwark Street, London SE1 0AL;
7. **Order** means London Councils’ official order form letter or Deed into which these Conditions have been incorporated by reference, together with any Specification requirement, drawings or other documents or correspondence accompanying and identified in the Order;
8. **Payment Period** means (unless otherwise specified in the Order) 20 Working Days from receipt of the invoice following delivery of the Goods;
9. **Policies of London Councils** means respectively the Standing Orders, Financial Regulations and Equal Opportunities Policy of London Councils currently in force (copies of which can be obtained from the Authorised Officer), together with any further policies identified in this Agreement;
10. **Specification** means the description and drawings (if any) or specification of the Goods contained or referred to in the Order;
11. **Supplier** means the person, firm or company being the counterparty to London Councils named in the Order; and
12. **Working Day** means Monday to Friday inclusive, excluding Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England.
	1. Headings are for information only and do not form part of this Agreement.
	2. A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, enforceable EU Legislation, Code of Practice or the like will include reference to any amendment or re-enactment of the same.
	3. Words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa and words importing individuals will be treated as importing corporations companies and/or partnerships and vice versa.
	4. Unless expressly stated otherwise in the Order, these Conditions will be the sole terms applying to this Agreement and all other conditions of contract, or terms of trade, supplied by the Supplier are specifically excluded and do not amend, or in any way displace the terms and conditions of this Agreement.
	5. No variation or amendment to this Agreement will have effect unless expressly agreed in writing and signed by the Authorised Officer.
13. **Documents**
	1. The Supplier must clearly mark the outside of each consignment or package with:
14. the Supplier’s name;
15. the Supplier’s address;
16. London Councils’ Purchase Order number;
17. the number of packages and their contents (and in the case of part delivery, the outstanding balance remaining to be delivered); and
18. the full details of the destination as stated in the Order.
	1. The Supplier must include a packing note stating the contents of each consignment or package.
	2. On despatch of each consignment the Supplier must send to London Councils at the delivery address an advice note specifying the:
19. means of transport;
20. weight, number or volume of each consignment; and
21. the point and date of despatch.
	1. The Supplier must send London Councils a detailed invoice as soon as is reasonably practicable after the receipt of each consignment.
	2. The Supplier must state on every such packing note, invoice or other document relating to the Order the Order number and code number (if any).
22. **Price & Payment**
	1. Subject to Conditions 3.2 and 3.3, London Councils will pay to the Supplier the price of the Goods as stated in the Order within the Payment Period. The price stated in the Order is exclusive of value added tax but inclusive of all other charges. No variation in the price nor extra charges will be accepted by London Councils.
	2. As a condition precedent to payment London Councils’ Purchase Order number must be indicated on any invoice submitted by the Supplier in connection with this Agreement. London Councils will be entitled to reject any invoice submitted by the Supplier in the event that London Councils’ relevant Purchase Order number is not stated on the invoice. Invoices submitted by the Supplier will be considered and verified by London Councils in a timely fashion and undue delay in doing so will be insufficient justification for failing to regard an invoice as valid and undisputed.
	3. Without prejudice to any other right or remedy, London Councils reserves the right to set off any amount owing at any time from the Supplier to London Councils against any amount payable by London Councils to the Supplier under this Agreement.
	4. The consideration payable to the Supplier will be subject to audit and the Supplier will upon request make available all accounts records and other documents reasonably required for such purpose.
23. **Quality & Marking**
	1. The Goods must conform as to quantity, quality and description. The Goods must be of sound material and workmanship. If samples or patterns are or have been provided, the Goods must be equal in all respects to the samples or patterns. If a standard of performance is specified, the Goods must be capable of the required performance.
	2. Where an appropriate British or European Standard Specification or Code of Practice issued by the British Standards Institution or the European equivalent is current at the date of the Order, all Goods and materials used or supplied and all workmanship must be at least equal to that standard.
	3. All Goods supplied must be suitably and sufficiently marked endorsed and labelled with information and advice necessary to instruct and warn any person into whose hands the Goods come about any hazards to health and/or safety reasonably foreseeable as arising from despatching, receiving, handling, using or processing the Goods and also about the necessary precautions to be taken in respect thereof provided however that if it is not reasonably practicable to mark, endorse or label the Goods accordingly, the Supplier must fully instruct and advise such persons by an accompanying notice at the time of despatch.
24. **Inspection, Testing & Warranty**
	1. Before despatching the Goods, the Supplier must carefully inspect and test them for compliance with the Specification. If requested by London Councils, the Supplier will give London Councils reasonable notice of such tests and London Councils will be entitled to be represented at the tests. The Supplier must also supply to London Councils with certificates of the results of inspection and test in such form as London Councils may require.
	2. If it is expressly agreed London Councils will be entitled to inspect and test the Goods during manufacture, processing or storage, and the Supplier will provide or procure the provision of all such facilities as may reasonably be required by London Councils in that respect.
	3. If, as a result of any inspection or test under Conditions 5.1 and 5.2 or (if applicable) Additional Condition 6.8, London Councils’ representative is of the opinion that the Goods do not comply or are unlikely on completion of manufacture or processing to comply with the Specification, London Councils will inform the Supplier in writing and the Supplier must then take such steps as may be necessary to ensure such compliance and in addition London Councils will have the right to require and witness further testing and inspection.
	4. Notwithstanding any such inspection or testing, the Supplier remains fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier’s obligations under this Agreement.
	5. The Supplier hereby undertakes to make good, repair or replace with all reasonable speed and at its own expense any defect or malfunction in the Goods which develop within the warranty period stated in the Order.
	6. London Councils’ rights under this Agreement are in addition to the statutory conditions implied in favour of the Supplier under the Sales Goods Act 1979 and the Supply of Goods and Services Act 1982.
	7. If any of the Goods fail to comply with the provisions set out in this Condition 5, London Councils is entitled to avail itself of any one of the remedies listed in Condition 22.
25. **Delivery**
	1. The Goods are to be delivered carriage paid by the Supplier at the place or places and in the manner specified in the Order or as subsequently specified in writing prior to delivery of the Goods. The Supplier will off-load the Goods at its own risk as directed by London Councils.
	2. Where the Order provides for delivery of the Goods within a specified time, such time runs from the date of receipt by the Supplier of the Order, or of the necessary information and drawings, whichever may be the later.
	3. Time for delivery of the Goods is of the essence. Where no date or time is specified in the Order, then delivery of the Goods is to be within a reasonable time, but no later than 20 Working Days from the date of the Order.
	4. Unless otherwise stipulated by London Councils in the Order, deliveries will only be accepted by London Councils during normal business hours.
	5. The Supplier must repair or replace free of charge to the satisfaction of London Councils, Goods damaged in transit and in the event of such damage, delivery of the Goods will not be deemed to have taken place until repaired or replacement Goods have been delivered.
	6. Where London Councils agrees in writing to accept delivery of the Goods by instalments, this Agreement is to be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment will entitle London Councils at its option to treat the whole of this Agreement as repudiated.
	7. If the Goods are delivered to London Councils in excess of the quantities ordered, London Councils will not be bound to pay for the excess and any excess remains at the Supplier´s risk and will be returnable at the Supplier´s expense.
	8. If the Supplier requires London Councils to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to London Councils and any such packaging material will only be returned to the Supplier at the cost of the Supplier.
26. **Statutory & Other Regulations**
	1. The Supplier must comply with the provisions of all European Directives, Regulations or Orders, Acts of Parliament (and Orders and Regulations made thereunder by any competent authority) applicable to the Goods and without prejudice to the generality of the foregoing the Supplier will comply with such provisions relating to or affecting the health and/or safety of anyone despatching, receiving, handling, using or processing the Goods (particularly with reference to Section 6 of the Health and Safety at Work Etc. Act 1974 obliging suppliers to provide adequate information and operating instructions for such articles so supplied and the Control of Substances Harmful to Health Regulations for the time being in force).
27. **Insurance & Indemnity**
	1. The Goods remain at the risk of the Supplier until delivery of the Goods to London Councils is completed (including off-loading and stacking) at which point ownership of the Goods passes to London Councils.
	2. For the period of the Order, the Supplier must effect and keep in force Public, Product and Employers Liability Insurances to the satisfaction of London Councils in the sum of not less than is stated in the Order and will upon request, from time to time, produce to the Authorised Officer suitable proof that such cover is in place.
	3. The Supplier agrees to keep London Councils indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by London Councils as a result of or in connection with:
28. the negligence of other tortious act or omission or breach of these terms by the Supplier, its sub-contractors or servants while they are on London Councils’ premises; or
29. defective design (other than a design made, furnished or specified by London Councils and for which the Supplier has disclaimed responsibility in writing within a reasonable time after receipt of London Councils’ instructions) and defective workmanship, quality or materials;
30. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and
31. any claim made against London Councils in respect of any liability, loss, damage, injury, cost or expense sustained by London Councils´s employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of this Agreement by the Supplier.
32. **Patent Rights**
	1. The Supplier warrants that all royalties and fees on patented articles, processes and registered designs have been paid and agrees to indemnify London Councils against all claims which may arise from any breach of such warranty.
	2. London Councils will promptly notify the Supplier of any claim being made or action brought against London Councils arising out of the matters referred to in this Condition 9, and the Supplier may (at its own expense) conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.
33. **Confidentiality & Publicity**
	1. The Supplier will only divulge Confidential Information to those employees who are directly involved in supplying the Goods or are engaged in support of them and will ensure that such employees are aware of, and will comply with, these obligations as to confidentiality.
	2. The Supplier will not advertise, or publicly announce that it is undertaking work for London Councils, nor will it make any press release, or statement, without the prior written consent of the Authorised Officer.
	3. The Supplier agrees and warrants that it will not without the prior express written consent of London Councils:
34. use for its own benefit or otherwise exploit any Confidential Information nor divulge to any other party that the Supplier is intending to, or has tendered for, or been appointed to supply the Goods;
35. disclose any Confidential Information, in whole or in part, to any third person, firm, company or other such similar entity or otherwise use such information to the detriment of London Councils for example, but not limited to, the pursuit of a business opportunity;
36. use the Confidential Information for any purpose whatsoever other than that for which the Supplier is specifically given access; or
37. use the Confidential Information for any illegal or immoral purposes.
	1. The Supplier will take all reasonable precautions necessary to safeguard the personal nature of the Confidential Information and will advise and inform its personnel and agents to strictly observe such obligations.
	2. All notes, data, reference materials in any way incorporating, or reflecting, any of the Confidential Information will belong exclusively to London Councils and the Supplier agrees to turn over all copies of such materials in its control to London Councils upon request, or upon completion of the Order, or upon termination of the Supplier’s engagement under this Agreement.
38. **London Councils’ Property**
	1. Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by London Councils to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods will, at all times, be and remain the exclusive property of London Councils, but are to be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to London Councils and must not be disposed of other than in accordance with London Councils’ written instructions, nor are such items to be used otherwise than as authorised by London Councils in writing.
39. **Delegation & Third Party Rights**
	1. The Supplier will not assign, or transfer, the benefit, or obligations of this Agreement, or any part of them.
	2. The Supplier must not appoint a sub-contractor or supplier in relation to the supply of the Goods if there are compulsory grounds for excluding the sub-contractor or supplier under regulation 57 of the Public Contracts Regulations 2015. The Supplier must include in any sub-contract awarded by it in relation to the Goods provisions requiring that:
40. payment due to the sub-contractor or supplier under the sub-contract is made no later than 30 days after receipt of a valid and undisputed invoice, unless the Order requires the Supplier to make earlier payment to the sub-contractor or supplier;
41. invoices for payment submitted by the sub-contractor or supplier are considered and verified by the Supplier in a timely fashion;
42. undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
43. any contract awarded by the sub-contractor or supplier in relation to the Goods includes provisions to the same effect as this Condition 12.2.
	1. Nothing in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to this Agreement.
44. **Retention of Title**
	1. If the Supplier purchases the Goods from a third party, The Supplier will pay for those Goods within the time allowed by that third party and will not in its dealings with that third party put at risk London Councils’ possession and ownership of the Goods after delivery and payment.
45. **Force Majeure**
	1. London Councils reserves the right to defer the date of delivery of the Goods or payment or to cancel this Agreement or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of London Councils including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining Goods of adequate or suitable materials.
46. **Notices**
	1. Any demand notice or other communication required to be given hereunder will be sufficiently served if served personally on the addressee or if sent by pre-paid first class recorded delivery, post to the registered office or last known address of the party to be served therewith and if so sent is (subject to proof of the contrary) deemed to have been received by the addressee on the second Working Day after the date of posting.
47. **Waiver & Severance**
	1. Failure by London Councils at any time to enforce the provisions of this Agreement, or to require performance by the Supplier of any of the provisions of this Agreement, will not be construed as a waiver of any such provision and will not affect the validity of this Agreement, or any part of this Agreement, or the right of London Councils to enforce any provision in accordance with its terms, at any time.
	2. If any provision in this Agreement becomes void, voidable or unenforceable by virtue of the coming into force of any statute or other mandatory legislation or in the event of any provision being declared by any court of competent jurisdiction to be such, then and in such event, the balance of this Agreement will remain in full force and effect.
48. **Bribery**
	1. The Supplier must comply at all times with the provisions of the Bribery Act 2010, in particular Section 7 thereof in relation to the conduct of its employees, or persons associated with it.
	2. The Supplier warrants that, at all times, it has in place adequate procedures designed to prevent acts of bribery from being committed by its employees or persons associated with it, and will (if so requested) within a reasonable time provide to London Councils proof of the existence and implementation of those procedures.
	3. London Councils is entitled by notice to the Supplier to terminate the Supplier’s engagement under this or any other contract with the Supplier if, in relation to this or any other such contract, the Supplier or any person employed by it or acting on its behalf commits an offence in relation to the Bribery Act 2010.
49. **Discrimination**
	1. The Supplier must not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or Schedule 8 of the Employment Equality (Age) Regulations 2006.
50. **Freedom of Information**
	1. In the event that London Councils receives a request in connection with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004:
51. the Supplier will use reasonable endeavours to assist London Councils, at no additional charge and within such timescales as London Councils may reasonably specify, in meeting any requests for information in relation to this Agreement or the Goods which are made to London Councils; and
52. London Councils will, wherever reasonably practical, consult with the Supplier before disclosing information that relates to the Supplier.
	1. All information provided or assistance rendered by virtue of the Supplier’s obligations under this Condition 19 is part of the Supplier’s general obligations to London Councils and will be at no cost to London Councils.
53. **Community Benefit**
	1. The Supplier acknowledges being aware generally of the European Union initiatives in matters of training, skills and apprenticeship and more particularly with the requirements of the Apprenticeships, Skills, Children and Learning Act 2009, in matters relating to the creation of Apprenticeships Frameworks and the issuing of Apprenticeships Certificates and the wider social issues relating thereto. In the event that the Order requires any particular education and/or skills training to be made available and/or undertaken as part of the Goods, the Supplier will ensure that it is made available or undertaken.
	2. Where there is no such particular requirement, the Supplier is encouraged by London Councils to ensure that appropriate training and opportunities for education including, if appropriate, the provision of apprenticeships, is available to its employees
54. **Termination**
	1. London Councils may at any time terminate this Agreement in whole or in part by giving 5 Working Days' notice in writing to the Supplier. Upon receipt of the notice, all work on the Order is to be discontinued and London Councils will pay to the Supplier fair and reasonable compensation for the work in progress at the time of termination, but such compensation will not include loss of anticipated profits or any consequential loss. Termination is without prejudice to any rights, duties and liabilities accruing to either party prior to the date of such termination.
	2. London Councils may by written notice also terminate the engagement of the Supplier under this Agreement immediately on the occurrence of any of the following:
55. the Supplier commits any breach of any obligation imposed upon it by this Agreement, or refuses, or neglects within a reasonable time to comply with any instructions given to it by the Authorised Officer;
56. the Supplier refuses or neglects to comply with the Policies of London Councils, or any provisions of such policies, or commits any breach of any obligation imposed upon the Supplier by such policies, or refuses, or neglects within a reasonable time to comply with any instructions given to the Supplier by London Councils in regard to such policies;
57. the Supplier being an individual or a partnership has a petition for bankruptcy presented to the courts becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of himself or his firm for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 as amended, by the Enterprise Act 2002, or where an application for bankruptcy is made against any individual partner of the firm, or where the partnership has a provisional liquidator receiver, or manager of its business duly appointed, or where the partnership is dissolved save for the purposes of bona fide reconstruction on terms acceptable to London Councils, or where a substantial change in the partners occurs;
58. the Supplier being a company has an application made under the Insolvency Act 1986 as amended by the Enterprise Act 2002 in respect of its company to the court for the appointment of an administrator, or having a winding up order made, or a resolution passed (except for the purposes of amalgamation or reconstruction on terms acceptable to London Councils) for voluntary winding up, or having a provisional liquidator, receiver, or manager of its business, or undertaking duly appointed or having an administrative receiver as defined in the Insolvency Act 1986 as amended, by the Enterprise Act 2002, appointed, or having possession taken by, or on behalf of, the holders of any debentures secured by a floating charge;
59. there is any substantial change in legal status, or of circumstances occurring which will materially affect the contractual relationship between the parties, or the rights of London Councils to sue, or otherwise recover monies due, or enforce any other right arising under this Agreement which for the purposes of this Agreement has not been agreed between the parties; or
60. Delivery of the Goods appears to the Authorised Officer to be unnecessarily delayed by any cause within the reasonable control of the Supplier and such delay and the cause of it (if capable of remedy) has not been remedied within 5 Working Days after an instruction in writing requiring the same is given to the Supplier by the Authorised Officer;
61. in the circumstances specified in Condition 17.3; or
62. in the circumstances specified in regulation 73(1) of the Public Contracts Regulations 2015.
	1. The termination of this Agreement, however arising, is without prejudice to the rights and duties of London Councils accrued prior to termination. Those Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
63. **Remedies**
	1. Without prejudice to any other right or remedy which London Councils may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of this Agreement, London Councils is entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by London Councils:
64. to rescind the Order;
65. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned are to be paid forthwith by the Supplier;
66. at London Councils´s option, to give the Supplier the opportunity at the Supplier´s expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of this Agreement are fulfilled;
67. to refuse to accept any further Deliveries of the Goods but without any liability to the Supplier;
68. to carry out at the Supplier´s expense any work necessary to make the Goods comply with this Agreement; and
69. to claim such damages as may have been sustained in consequence of the Supplier´s breach or breaches of this Agreement.
70. **Governing Law & Disputes**
	1. If any dispute arises out of this Agreement which cannot be amicably settled between the parties then the parties will attempt to settle such dispute by mediation in accordance with the Model Mediation Procedure published by the Centre for Effective Dispute Resolution from time to time. Neither party will commence any court proceedings/litigation in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.
	2. The Supplier will continue to perform its obligations even if any dispute resolution procedure has been invoked under this Condition 21 by either party.

The formation, existence, construction, performance, validity and all aspects of this Agreement are governed by, and to be construed in accordance with, English Law and the parties submit to the exclusive jurisdiction of the English courts..