

Mr C Watson

(0191) 525 6023

CW/NM

colin.watson@gentoogroup.com

September 2017

|  |  |
| --- | --- |
|  |  |

Dear Sirs,

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

The Group will be using the following company for the provision of an E-Procurement tendering solution:- BIP Solutions

Park House

300 Glasgow Road

Shawfield

Glasgow

G73 1SQ

Tel – 0845 2707050

Your tender **MUST** be submitted online only at www.delta-esourcing.com.

If any assistance is required there is an online help facility. In addition BIP operates a helpdesk – (0845 2707050) manned by staff who all have an understanding of the procurement process as well as in depth knowledge of the Delta services.

The closing date for tender submissions is no later than 4.00pm 4 October 2017. All relevant supporting documentation **MUST** also be included in this online submission. Any queries please contact the BIP helpdesk.

If you need any further details regarding this tender you can send a message to myself via the messaging facility in the tenderbox. By doing this, any clarifications raised will be recorded in the online audit trail.

Tenders will be awarded with regard to the Gentoo Group achieving best value for the supply of the product / service taking into account your responses to the sections identified within the tender award evaluation. You may be asked to attend a post tender interview and enter into post tender clarification discussions.

The person to contact in the event of any further information being required in the first instance is Colin Watson Telephone 0191 5256023 or e-mail colin.watson@gentoogroup.com.

Yours faithfully

Colin Watson

Buyer - Compliance

GENTOO GROUP

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

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Return No Later Than **4.00pm 4 October 2017** on line to www.delta-esourcing.com.

**GENTOO GROUP**

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# 1. CERTIFICATE OF BONA FIDES

We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

a) Communicating to a person other than the person calling for those tenders that amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

1. Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
2. Offering or paying or giving or agreeing to pay or give any sum of money 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 tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate the word “person” includes any persons and anybody or association, corporation or incorporate; and “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders and give such certificate for and on behalf of (in BLOCK

CAPITALS) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Tel No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENTOO GROUP**

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

**2. CONFIRMATION OF DETAILS:**

## TO: GENTOO GROUP

Having examined the following:

1. Certificate of Bona Fides
2. Confirmation of Details
3. Information memorandum
4. Preamble and Instructions for Tendering
5. Notice to Tenderers/Special Conditions of Contract
6. Standard Selection Questionnaire and Notes for Completion
7. Supplier Information – Part 1
8. Exclusion Grounds – Part 2
9. Tender Award Evaluation
10. Method of Working Statement/Pricing schedule
11. Pricing Schedule

12. Agreement

13. Conditions of Contract

14. Vision and Values

15. E & D commitment statement and questions / general info.

I/WE undertake to make such supply/service in conformity with the above documentation at the prices entered in the Tender Documents.

This Tender, together with the Gentoo Group’s written acceptance thereof, shall constitute a binding contract between us.

It is understood that the Gentoo Group is not bound to accept the lowest or any Tender.

I/WE have not communicated the contents of this Tender to any person or firm in accordance with any agreement or arrangement to do so, nor have I/WE fixed or adjusted the same in accordance that I/WE will not do so.

I/WE further agree that the Tender remain open for four months from the closing date for tenders.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NAME: |  |  | Date: |  |
|  |  |  | On behalf of: |  |
|  |  |  | Address: |  |
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# 3. INFORMATION MEMORANDUM

* 1. **Background**

## Background Information

Gentoo is a housing association that owns and manages more than 28,000 homes.

We believe that by putting people first we can build great homes and create strong communities.

We are focused on delivering an outstanding service to our customers and as a responsible business we pride ourselves on inspiring people to make a difference.

We collaborate with key partners and other housing associations to influence things that affect our colleagues, customers and society.

We are one of the largest employers in Sunderland and landlords in the North East.

To find out more, visit gentoogroup.com

**GENTOO GROUP**

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

# 4. PREAMBLE AND INSTRUCTIONS FOR TENDERING

1. The Gentoo Group is inviting tenders from suitable suppliers for the provision of the above.

2. The Contract will be let following appropriate board approval.

3. Each Tenderer shall be required to complete a Schedule of Rates in the Pricing Schedule attached to the Tender Documents along with all other relevant information.

4. The Tender Documents, together with Gentoo Group’s written acceptance, will form a binding agreement between the Gentoo Group and the successful Tenderers

5. The Gentoo Group is not bound to accept the lowest, or any Tender. The Gentoo Group may consider the award of several and separate contracts for different elements of the goods/services arising once tenders have been returned.

6. Tenderers are advised that they should not assume acceptance of their Tender will guarantee request for supply of goods/services.

7. For the purpose of these tender conditions words importing the masculine gender include the feminine gender and vice versa, words in the singular include the plural and vice versa, and words importing individuals shall be treated as importing corporations and vice versa.

8. Should a person proposing to submit a Tender be in doubt as to the interpretation of any part of the Tender Documents, the Gentoo Group Procurement Manager or his nominated Officer will endeavour to answer written questions prior to tenders being submitted.

9. Every Tender received by Gentoo Group shall be deemed to have been made subject to the terms and conditions of the Tender Documents unless the Gentoo Group shall previously have expressly agreed in writing to the contrary. Any alternative Terms or Conditions (which must be submitted on a separate form) offered on behalf of the Tenderer shall, if inconsistent with the terms and conditions of the Tender Documents, be deemed to have been rejected by the Gentoo Group unless expressly accepted in writing.

10. No servant or agent of the Gentoo Group has authority to vary or waive any part of the Tender Documents other than the Supervising Officer nominated by the Gentoo Group who shall do so in writing.

11. All information supplied by the Gentoo Group in connection with the invitation to Tender shall be regarded as confidential by the Tenderer.

12. The Tender Documents are and shall remain the property of the Gentoo Group and shall be returned upon demand.

13. If the supplier wishes to submit a tender, then the Tender should be made on the Form of Tender incorporated herein.

14. All documents requiring nomination of a specific authorised person must be named:-

* 1. Where the Tenderer is an individual, by that individual
  2. Where the Tenderer is a partnership, by two duly authorised partners
  3. Where the Tenderer is a Company, such persons being duly authorised for that purpose.

15. The Schedule of Rates must be fully completed. (See Clause 18)

16. The Gentoo Group will not consider requests for extension of the closing date and time specified in this document.

17. The Tenderer is expected to keep his tender valid for acceptance for a period of four months from the closing date.

18. Each item on the Schedule should be priced. If a Tenderer cannot provide a particular item, “nil” should be written in the appropriate column against the item.

19. The Tenderer should include all delivery costs. The majority of the Group’s work will be within the boundaries of the City of Sunderland, but this may expand beyond the North East region. No extra charges will be levied for delivery.

20. The rates quoted by the Tenderer shall be “all in rates” including:-

a) Insurances, including insurance against the Contractor liability as the Contractor’s proportion of National Insurance contributions for the personnel supplied and cover against third party risk and third party working risk.

b) The “all in rate” for craneage MUST include all slings, ropes, lifting beams or chains required, where applicable.

c) Vehicle Licences and also Goods Carriers Licences, where applicable.

* 1. Travelling to and from any site.

21. The Gentoo Group employees generally work a five day week.

The following bank holidays are recognised as holiday for the Gentoo Group employees:-

Christmas Day Easter Monday

Boxing Day May Day

New Year’s Day Spring Bank Holiday Monday

Good Friday Late Summer Bank Holiday Monday

In addition, periods of annual holiday are taken in conjunction with the Spring Bank and Christmas holidays, and during July and August.

22. The Gentoo Group will incur no costs for the preparation of the response to this Contract Documentation.

23. In addition to any more specific obligation imposed by the terms of the Contract, Tenderers must satisfy the Gentoo Group of their ability to provide the supplies and services set out in the draft contract, and in that regard they may be required to attend interviews and to furnish further information to the Gentoo Group.

24. The Health and Safety Policy of the Gentoo Group may be inspected during normal office hours by arrangement with the Procurement Manager contact 0191 5255357.

**5. NOTICE TO TENDERERS**

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

1. Gentoo Group have an internal audit team - Business Assurance Services (BAS). BAS have a rolling 3 year strategic audit plan which addresses all key business risk areas. The plan is updated on an annual basis to reflect current business risks. Audits are conducted within each of the Group companies as well as the parent company.
2. BAS is made up as follows Assistant Director – Business Assurance; 3 Auditors and 1 Administrative Officer.
3. BAS currently do not have the internal expertise to fulfil the computer audit requirement of the strategic audit plan.
4. It is also possible that BAS may need assistance fulfilling areas requiring specialist technical advice or forensic investigation skills if an event occurs that would require such a response.
5. It is also possible that BAS may need assistance on system assurance audits on an ad-hoc basis if internal resources become scarce.
6. BAS recognise the benefits, such as skill sharing and best practice knowledge that outsourcing a proportion of work can bring to the in-house team.
7. Work will be awarded based on an allocation of days to be outsourced. Audit areas will be allocated from the Business Assurance Services 3 year audit needs assessment and operational audit plan on an annual basis.
8. The total amount of work to be outsourced each year is approximately 60 days which comprises of:-
   * Computer Audit – 35 days approx;
   * Other / contingency – as required.

9. **Computer Audit**

The Group currently use the Orchard housing management system, and are increasing its functionality through the integration of Promaster to manage the maintenance and compliance obligations of our property assets.  The Group use Open Accounts financial ledger system combined with a variety of financial feeder systems such as Capita’s cashiering system and Northgate’s “ResourceLink”  payroll and HR systems.

The Group currently operates a range of Windows server operating systems sitting on both physical and a virtualised environment, but has plans to fully virtualise its server workloads (using VMWare) during 2017 and eliminate operating systems and application platforms which now have limited support

The Group has a 30 strong ICT team supporting approximately 1800 endpoints deployed to 1100 staff, made up of conventional desktop/laptop devices, thin client terminals and mobile devices, across 10 locations, providing access to over 150 applications using Citrix XenApp.  The ICT team consists an Application Services team,  Data and Analytics team, Infrastructure team and a Helpdesk support function.

Our digital customer service offer allows the a view of repair history, the reporting of repairs, rent statements (and payments), and update to contact information via our website.

The Group’s IT Strategy includes improving digital services to customers and staff, consolidation of our service and applicaitons platforms and data management initiatives to deliver a ‘single version of the truth’.

10. **Systems Assurance** (**Internal Audit)**

The Group’s operational audit plan covers all key business risk areas over a 3 year rolling period. The plan addresses both financial and non-financial risk areas. This includes risks relevant to housing maintenance and construction and includes housing management and regulatory issues unique to a Registered Provider of social housing.

Internal Auditors would be expected to display the appropriate skills and experience, preferably gained within an appropriate Registered Provider/ construction/commercial environment.

11 **Specialist Advice**

The provider may be called upon to provide specialist advice at the discretion of The Group on an ad-hoc basis as required.

**Special Conditions of Contract**

Your attention is drawn to the Special Conditions of Contract, which should be read in full before completing the documentation. Where special conditions vary from general and standard conditions of contract the former will prevail.

1. The Group will be using the following company for the provision of an E-Procurement tendering solution:- BIP Solutions

Park House

300 Glasgow Road Shawfield Glasgow G73 1SQ Tel: 0141-332-8247

2. The tender should be 12 month fixed price ( hourly rates ) and is to remain open for acceptance for a period of 4 months from the closing date of tender.

3. The prices inserted in the pricing schedule must include for all costs, charges and expenses incurred by the Supplier in complying with all aspects of the contract, including where necessary all labour, materials, collection, delivery, transport, any overheads or on-costs. No claim for additional payment will be considered for items that have not been specified within the Tender.

4. All items should be supplied ready for use (where applicable).

5. The prices of materials should be a net figure, inclusive of any discounts, which the supplier may wish to allow. No further discount will be taken into account in assessing the tender figure (where applicable).

6. All prices should be clearly shown (in sterling) on the attached schedules and must be exclusive of VAT.

7. Tenderers should note that any queries should raised via the delta portal no later than 7 (seven) days before the closing date. Responses to individual queries, where appropriate, will be copied to all tenderers.

8. The copyrights and any other intellectual property rights in the design work will become the property of Gentoo once the work has been paid for. No agency will retain the right to benefit from such rights in the future.

**6. STANDARD SELECTION QUESTIONNAIRE AND NOTES FOR COMPLETION**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this information is to be included along with the selection information requested within your tender submission.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

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For the list of exclusion please see 1<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>

**Tender for the provision of Computer Audit Services and additional assistance on internal audits/provision of specialist advice on an ad‑hoc basis for a 3 year period with an option to extend for 1 year**

**Notes for completion**

1. The “Group” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Group recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Group will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

The Group confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**7. SUPPLIER INFORMATION – PART 1**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

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| ***Notes to organisation:***  **Evaluation: Please ensure all sections are completed**  This section is for information purposes only. |

|  |  |  |
| --- | --- | --- |
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |

|  |  |  |
| --- | --- | --- |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2 See PCR 2015 Regulations 71 (8)-(9)

3See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

4UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships).

5Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Part 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Part 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**8. EXCLUSION GROUNDS – PART 2**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |
| --- |
| **Instructions:**  ‘Self-cleaning’  Any Supplier that answers “Yes” to questions 2.1, 2.2, 2.3 3.1 or 3.2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier must demonstrate it has taken such remedial action, to the satisfaction of the authority, in each case.  If such evidence is considered by the Group (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.  In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;   * paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct; * clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and * taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.   The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Group to be insufficient, the Supplier shall be given a statement of the reasons for that decision.  Conflicts of interest  In accordance with question 3.1 (g), the Group may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.  Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Group, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Group should not represent a conflict of interest for the Supplier.  **Evaluation:**  **Section 2 and 3 of Part 2: Exclusion Grounds will be evaluated on a pass or fail basis.**  In order to pass this section you must:   * Either tick “No” to confirm that your organisation has had no finding of unlawful discrimination against them, **or**, tick “Yes” to confirm that your organisation has had a finding of unlawful discrimination and has outlined the remedial actions taken place subsequently, which the Group must deem sufficient.   This section will be evaluated as a fail if:   * If you have ticked “Yes” to any parts of question 2.1, 2.2, 2.3 or 3.1 or there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering and have not outlined the remedial actions taken place subsequently or you have outlined the remedial actions taken place subsequently but the council does not deem the remedial actions to be sufficient. |

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out within this document, which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed within this document. | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

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

|  |  |  |
| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out within this document, which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

We confirm that no exclusion grounds have been breached (please tick)

**Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Discretionary exclusions**

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

* Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
* In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
* In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
* Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

**Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

## 9. TENDER AWARD EVALUATION

The award criteria for the tender will be:-

All tender submissions will be evaluated based on the information provided as required by these instructions. The contract will be awarded on the basis of the most economically advantageous offer to the Group. The main factors which will be utilised in this assessment are :-

Financial 30%

Technical 69%

(Method of Working Statement)

E & D 1%?

Please see over a weightings breakdown.

**10. WEIGHTINGS BREAKDOWN**

**Method of Working Statement – 69% weighting**

11.1 20 marks

11.2 20 marks

11.3 20 marks

11.4 10 marks

11.5 20 marks

11.6 10 marks

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total 100 which will be weighted back to the 69% overall score

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Financial – 30% weighting**

The weighted score will be based on total price of your tender submission taking into account the number of days and daily rate.

**Equality and Diversity – 1% weighting**

Section Ref

A11 to A18 Pass or Fail

A19 0.5 marks

A20 0.5 marks

Total 1 which will be weighted back to the 1% overall score

All other detail required within the tender documentation is for information purposes only and will not be scored.

**11. METHOD OF WORKING STATEMENT**

To assist the Group to successfully implement annual audit plans tenderers are required to submit a method of working statement. The statement should detail how the tenderer proposes to address the following as part of their contract management proposals. These method statements will form part of the contract documentation and will be used by the evaluation panel as part of the qualitative/technical assessment.

11.1 Please enclose a description of the audit approach to be used in your work.

11.2 Please indicate the qualifications and experience possessed by the staff resource available to work on the contract.

11.3 In order to ensure optimum flexibility it is important to the Group that the Audit Consultant can demonstrate a sufficient level of appropriately experienced/qualified staff based within commuting distance of the Group to ensure that the Audit Consultant can react quickly to the needs of the Group.

1. Please indicate the level of resource within your organisation.
2. Please indicate the location where the Group contract will be managed from.
3. The Group currently have a subsidiary company based in Glasgow. Please indicate if local staff would be available to staff this job if necessary.

11.4 Please advise membership of relevant professional bodies.

11.5 Provide evidence of their ability to meet the expected demand for services incorporated within the tender.

11.6 Guarantee time scales for completion of work.

**General**

a. Please provide evidence of appropriate insurance cover. We require the following as a minimum:-

* + Public Liability £5 million
  + Employers Liability £5 million

**Health and Safety**

a) Has a competent person been appointed to provide health and safety assistance as required by Regulation 6 of the Management of Health and Safety Work Regulations 1992?

|  |  |
| --- | --- |
| Yes | No |

If you have answered YES to C1, please state the name and position of the person together with details of experience and relevant qualifications in health and safety.

|  |
| --- |
| Name |
| Position in organisation |
| Experience |
|  |
|  |

b) Do you have a health and safety policy as required by Section 2(3) of the Health and Safety at Work Act 1974?

|  |  |
| --- | --- |
| C3 Yes | No |
| C3 Enclosed |  | |
| Tick if enclosed |  | |

c) Have you undertaken risk assessments as required by the Management of Health and Safety at Work Regulations 1992 and associated legislation?

|  |  |
| --- | --- |
| C7 Yes | No |

**12. PRICING SCHEDULE**

Please confirm what your composite day rates apply

* Rates should exclude V.A.T.
* Rates are to be fully inclusive of travel, subsistence and miscellaneous costs.
* Please state fixed price – minimum 12 months.

It is acceptable to provide separate composite day rates for each element of work described.

* Computer audit
* Systems Assurance
* Specialist Advice

**13.** THIS AGREEMENT is made the day of 2017

BETWEEN The GENTOO GROUP of Emperor House, 2 Emperor Way, Sunderland, SR3 3XR (hereinafter called "The Gentoo Group") the one part and

of

(hereinafter called "The Contractor") of the other part

NOW IT IS HEREBY AGREED as follows:-

1. The Supplier is responsible for the supply of goods/services as specified and itemised in the Schedule of goods/services in this documentation to various locations within the City of Sunderland and also possibly within the North East Region, in quantities to be agreed for the various contracts, and at the unit prices agreed within the Schedule of prices of this documentation.
2. The prices of the goods/services will be as the agreed prices within the Schedule of goods/services for the total number goods supplied by the supplier from the date of commencement, and comply with the attached Conditions of Purchase.
3. The Gentoo Group agrees to pay the Supplier for the total number of goods supplied at the prices agreed within the Schedule of Materials, and upon the terms and conditions appended to this agreement.
4. The prices quoted by the Supplier are fixed for a minimum of 12 months (hourly rates) from the date of commencement of this agreement, and will apply to all individual purchase orders placed with the Supplier during that period by The Gentoo Group.

IN WITNESS whereof the Company and the Contractor have caused their respective common seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of

The GENTOO

Company LIMITED was

hereunto affixed in the

presence of:-

Director

Secretary

THE COMMON SEAL of

THE CONTRACTOR was

hereunto affixed in the

presence of:-

Director

Secretary

**14. CONDITIONS OF CONTRACT : SUPPLY OF SERVICES – NON TUPE**

ARTICLES OF AGREEMENT

|  |  |
| --- | --- |
| CLAUSE | SUBJECT |
| 1. | Definitions and Interpretation |
| 2. | Form of Contract |
| 3. | Authorised Officer |
| 4. | Modifications |
| 5. | Supplier’s Obligations |
| 6. | Delivery |
| 7. | Assignment and Sub-Contracting |
| 8. | Force Majeure |
| 9. | Supplier’s Employees and Supervision |
| 10. | Gentoo Group’s Premises and Facilities |
| 11. | Termination by Gentoo Group |
| 12. | Waiver |
| 13. | Notices |
| 14. | Indemnity and Insurances |
| 15. | Health and Safety |
| 16. | Agency |
| 17. | British Standards |
| 18. | Observance of Statutory Requirements |
| 19. | Price and Payment |
| 20. | Recovery of Sums Due to Gentoo Group |
| 21. | Royalties and Patent Rights |
| 22. | Confidentiality and Information |
| 23. | Evidence in Connection with Legal Proceedings |
| 24. | Severance |
| 25. | Governing Law |
| 26. | Basis of Agreement |
| 27. | Time |
| 28. | Risk and Property |

**1. DEFINITIONS AND INTERPRETATION**

In these Conditions, except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:

* 1. “Authorised Officer” means the Officer as defined in Condition 3.
  2. “Commencement Date” means the date stated in the Tender Documents or as otherwise agreed in writing between the parties to be the commencement date for the provision of the Services.
  3. “Conditions” means the standard terms and conditions of Contract set out in this document and includes any Special Conditions of Contrcat and any special terms and conditions agreed in writing between Gentoo Group and the Supplier.
  4. “Contract” means this Agreement entered into between Gentoo Group and the Supplier
  5. “Contract Period” means the period stated in the Supply Order.
  6. “Price” shall mean the Price set out in the Tender Documents and where required, more specifically detailed in the Supply Order.
  7. “Schedule of Rates” where applicable means the price upon which the Supplier’s Tender was based and incorporates the principles of measurement and the rates and prices set out therein.
  8. “Services” means the Services Gentoo Group agrees to buy from the Supplier detailed in the Supply Order.
  9. “Supplier” Means the company offering to supply the services in the attached Tender Documents and Supply Order.
  10. “Supply Order” shall mean Gentoo Group Supply Order to which these Conditions form part.
  11. “Tender Documents” shall mean all documents which form part of the Tender. The sixteen documents are detailed on page 5 of the Tender Documents.

1. Certificate of Bona Fides
2. Confirmation of Details
3. Information memorandum
4. Preamble and Instructions for Tendering
5. Notice to Tenderers/Special Conditions of Contract
6. Tender Award Evaluation
7. Weightings Breakdown
8. Method of Working Statement
9. Pricing schedule
10. Work and learning clause
11. Agreement
12. Form No. 1 Insurance Details

13. Conditions of Contract

14. Vision & Values

15. E & D Commitment statement and questions / general info

16. Safeguarding

17. Specification

18. Site Rules

* 1. Reference to employees of the Supplier shall be deemed to include the Supplier’s agents and Sub-Contractors unless the Contract otherwise requires.
  2. A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment.
  3. Words importing the masculine gender include feminine gender words in the singular include the plural and vice versa and works importing individuals shall be treated as importing corporations and vice versa

1. **FORM OF CONTRACT**

**2.1 Warranties**

The Supplier in submitting its form of Tender warrants and represents to and undertakes with Gentoo Group that:-

(a) it has complied in all respects with the Preamble and Instructions for Tendering;

(b) all information representations and other matter of fact communicated (whether in writing or otherwise) to Gentoo Group by the Supplier or its employees in connection with the Supplier’s form of Tender are true complete and accurate in all respects;

1. it has not submitted a form of Tender or entered into the Contract in reliance upon any representation or statement (whether made orally in writing or otherwise) which may have been made by Gentoo Group;

(d) it has full power and authority to enter into the Contract and carry out the service;

(e) it is of sound financial standing and has sufficient working capital available to it to carry out the service in accordance with the Contract for the entire duration of the Contract Period;

(f) it will make available to Gentoo Group copies of its audited accounts within thirty days of the formal adoption of such accounts by the Supplier, and

(g) it has satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated by it in its Tender which shall (except insofar as it is otherwise provided in the Contract) cover all its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

**2.2 Documents Mutually Explanatory**

* + 1. Except as otherwise expressly provided the Tender Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Authorised Officer who shall thereupon issue to the Supplier appropriate instructions in writing and the Supplier shall carry out and be bound by such instructions.
    2. Where Special Conditions of Contract vary from General and Standard Conditions of Contract, the former will prevail.
  1. **Variations of Conditions**

Following the formation of a binding Agreement no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

* 1. **Copyright**

Copyright in the Contract documents shall vest in Gentoo Group but any specification supplied by Gentoo Group to the Supplier, or specifically produced by the Supplier for Gentoo Group, in connection with this Agreement together with the copyright, design rights or any other intellectual property rights in the specification, shall be the exclusive property of Gentoo Group. The Supplier shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

**3. AUTHORISED OFFICER**

* 1. The Authorised Officer shall be the Chief Officer of the relevant Department of Gentoo Group or such representative appointed by Gentoo Group to act in the name of Gentoo Group for the purpose of the Contract.
  2. Gentoo Group shall forthwith give notice in writing to the Supplier of any replacement of the Authorised Officer.

**4. MODIFICATIONS**

* 1. The Authorised Officer shall be entitled to issue to the Supplier instructions in writing or in cases of emergency orally provided that such instructions shall be confirmed in writing within forty eight hours requiring the Supplier to do all or any of the following:

4.1.1 To omit any part of the Service or to cease to provide any part of the Service at such locations during such times and for such period or periods as the Authorised Officer may determine.

* + 1. To provide the Service or any part thereof in such manner as the Authorised Officer may reasonably require except that a requirement to provide the Service in accordance with the terms of this Agreement shall not be a modification.
    2. To provide such services additional to the Services as the Authorised Officer may reasonably require.
    3. Permanently or temporarily to vary the Service provided at any location.

4.1.5 Gentoo group reserves the right to amend the number of installations covered by the contract at any time. Any changes shall not alter or remove any clause of the contract terms & conditions.

4.2 The valuation of modifications made pursuant to Condition 4 shall be ascertained by the Authorised Officer in accordance with the following provisions:

* + 1. Where the modification is of a similar character to and is executed under similar conditions the rates and prices for the work contained in the Pricing Schedule in the Tender Documents shall determine the valuation.
    2. Where the modification is not of a similar character to or is not executed under similar conditions to the Service the valuation shall be made at fair rates and prices having due regard where applicable to the rates and prices contained in the Pricing Schedule in the Tender Documents.
    3. Gentoo group reserves the right to amend the number of installations covered by the contract at any time. Any changes shall not alter or remove any clause of the contract terms and conditions.

**5. SUPPLIER’S OBLIGATIONS**

5.1 The Supplier warrants that it will use reasonable care and skill in performing the Services to the standard generally accepted within the industry, sector or profession in which the Supplier operates for the type of Services provided by the Supplier.

5.2 If the Supplier performs the Services (or any part of the Services) negligently or in breach of this Agreement then, if requested by Gentoo Group, the Supplier will re-perform the relevant part of the Services. Gentoo Group’s request must be made within 6 months of the date the Supplier completed performing the Services.

5.3 WORKMANSHIP SKILLS

- Operatives : Appropriately skilled, qualified and experienced for the type and quality of work

- Evidence : Operatives must produce evidence of skills . qualifications when requested.

5.4 QUALITY OF PRODUCTS

- Generally : New

- Supply of each product : From the same source or manufacturer.

- Whole quality of each product required to complete the works : Consistent in kind, size, quality and overall appearance.

- Tolerances : Where critical, measure a sufficient quantity to determine compliance.

- Prevent deterioration : Order in suitable quantities to a programme and use in appropriate sequence.

5.5 QUALITY OF EXECUTION

- Generally : Fix, apply, install or lay products securely, accurately, plumb neatly and in alignment.

- Colour batching : Do not use different colour batches where they ca be seen together.

- Dimensions : Check on-site dimensions.

Finished Work : Not defective, e.g not damaged, disfigured, dirty, faulty, or out of tolerance.

- Location and fixing of products : Adjust joints open to view so they are even and regular.

5.6 COMPLIANCE

- Compliance with proprietary specifications: Retain evidence that the proprietary product specified has been supplied.

Compliance with performance specifications : Submit evidence of compliance, including test reports indicating :

- Properties tested

- Pass / Fail criteria

- Test methods and procedures

- Test results

- Identity of testing agency

- Test dates and times

- Identities and witnesses

- Analysis of results

5.7 INSPECTIONS

Products and executions : Inspection or any other action must not be taken as approval unless confirmed in writing referring to :

- Date of inspection

- Part of the work inspected

- Respects or characteristics which are approved.

- Extent and purpose of the approval

- Any associated conditions

5.8 MANUFACTURERS RECOMMENDATIONS / INSTRUCTIONS

- General : Comply with manufacturers printed recommendations, and instructions current on the date of the invitation to tender.

- Changes to recommendations or instructions : Submit details.

- Ancillary products and accessories : use those supplied or recommended by main product manufacturer.

Certified products : Comply with limitations, recommendations and requirements of relevant valid certificates.

1. **DELIVERY**
   1. The Supplier shall supply Gentoo Group with such programme of manufacture and delivery as Gentoo Group may reasonably require. The Supplier shall give Gentoo Group notice immediately if such programme is or is likely to be delayed and Gentoo Group shall have the right to require the Supplier to take such steps at the Supplier’s expense as may be required in order to deliver the goods by the date for delivery. A delivery note quoting the number of the Supply Order must accompany each delivery or consignment and must be displayed prominently. On delivery of the goods the supplier shall obtain a signature confirming receipt.

* 1. The Supplier shall at his own expense deliver the Services to Gentoo Group at the delivery point specified in the Supply Order. If the Services are incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering them correctly.
  2. The Supplier must provide Gentoo Group with a written acknowledgement of every Supply Order received. The Supplier will additionally provide advice of delivery notes in accordance with Gentoo Group’s specific instructions. Gentoo Group reserves the right to reject any Services unless such documentation has been approved.

1. **ASSIGNMENT AND SUB-CONTRACTING**

7.1 Neither the Supplier or Gentoo Group may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights under this Agreement without the prior written agreement of the other party.

7.2 The contractors attention is drawn to the provisions contained in Section 74 of the Finance Act 2014.

7.3 The contractor is specifically reminded that it is his / her duty and responsibility to satisfy themselves as to the exemption status of all specialists.

1. **FORCE MAJEURE**

Neither party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances exist for a continuous period of more than 2 months, either Party may terminate this Contract by written notice to the other party.

1. **SUPPLIER’S EMPLOYEES AND SUPERVISION**
   1. The Supplier shall employ in and about the supervision of the Service only such persons as are careful, skilled, honest, experienced and suitably qualified in the work which they are to perform.
   2. The Supplier shall employ sufficient persons to ensure that the Services are provided in accordance with the Contract..

9.3 The Supplier shall appoint a contract manager empowered to act on behalf of the Supplier for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the contract manager shall be deemed to have been given or made to the Supplier.

9.4 The Supplier shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the contract manager.

* 1. The Supplier shall ensure that the Contract Manager, or a competent Deputy duly authorised by the Supplier to act on his behalf is available to meet the Authorised Officer in person as required at all reasonable times during which the Services are provided and the contract manager shall be required to attend any meeting with the Authorised Officer upon being given reasonable notice of the same at any reasonable time, or as directed by the Authorised Officer in the case of an emergency.
  2. The contract manager shall inform the Authorised Officer promptly of and confirm in writing, any instances of activity or omission on the part of Gentoo Group which prevent or hinder, or may prevent or hinder the Supplier from complying with the Contract. The provision of information under this clause shall not in any way release or excuse the Supplier from any of its obligations under the Contract.
  3. The Supplier shall throughout the Contract period institute and maintain a properly documented system of quality control designed to ensure that the Services are provided at all times and in all respects in accordance with the terms of the Contract. The system maintained by the Supplier in accordance with this condition shall be in addition to and not prejudice any independent inspection undertaken by Gentoo Group.
  4. The Supplier shall maintain current and accurate records of the employees who are engaged in the provision of the Services at each location. These records shall differentiate between those engaged as operative and those exercising supervision. All records shall be open for inspection by the Authorised Officer or his representative at all reasonable times.
  5. The Supplier shall at all times be fully responsible for the payment of all income or other taxes, National Insurance contributions, or levies of any kind, relating to or arising out of the employment of any person employed by the Supplier and shall fully and promptly indemnify Gentoo Group in respect of any liability of Gentoo Group in respect thereof.
  6. The Supplier shall recognise situations which may involve any actual or potential danger of personal injury to any person at any location and where possible, without personal risk, to make safe situations, and forthwith to report such situations to the Authorised Officer.
  7. The Authorised Officer shall be entitled but not unreasonably or vexatiously to require the Supplier, by notice in writing, to remove from the provision of the Services any employee of the Supplier specified in such notice including the contract manager. The Supplier shall forthwith remove such employee from the provision of the Services and shall immediately provide a replacement if necessary.
  8. Gentoo Group shall in no circumstances be liable either to the Supplier or to the employee in respect of any liability, loss or damage occasioned by such removal and the Supplier shall fully indemnify Gentoo Group against any claim made by such employee.

1. **GENTOO GROUP’S PREMISES AND FACILITIES**
   1. The Supplier shall ensure that neither the Supplier nor its employees or agents shall do any act or thing at any location owned by Gentoo Group other than the proper performance of the Services.
   2. The Supplier shall ensure that its employees maintain the security of all locations owned by Gentoo Group.
   3. The Supplier shall be expected to have acquainted himself at the time of tendering with Gentoo Group’s existing security arrangements at any location owned by Gentoo Group and shall ensure that its employees maintain compliance with such arrangements. Such arrangements shall be in operation at the Commencement Date and shall continue to apply during the Contract Period. Not withstanding these arrangements, Gentoo Group can accept no responsibility for any disruption, loss or expense that the Supplier may suffer due to failure of the said security arrangements.
   4. Gentoo Group shall not be responsible for the security of the Supplier’s employee’s personal property.
2. **TERMINATION BY GENTOO GROUP**
   1. If the Supplier:

11.1.1 becomes bankrupt, or makes a composition or arrangements with its creditors, or has a proposal in respect of its company for the voluntary arrangement for a composition of debts, or scheme or arrangements approved in accordance with the Insolvency Act 1986.

11.1.2 has an application made under the Insolvency Act 1986 in respect of the Company to the Court for the appointment of an administrator.

11.1.3 has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for winding-up passed;

11.1.4 has a provisional liquidator, receiver or manager of the business or undertaking duly appointed;

11.1.5 has an administrative receiver or an administrator as defined in the Insolvency Act 1986, appointed;

11.1.6 has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.

11.1.7 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager or administrative receiver, or which entitle the Court to make a winding-up order;

11.1.8 has made warranties or representations as set out in conditions above which prove to be untrue or incorrect;

11.1.9 is unable to satisfactorily demonstrate to the Authorised Officer that it has the capacity to supply the goods and/or services during the Contract Period; Gentoo Group shall be entitled to cancel the supply order in respect of all or part of the goods by giving not less than 7 days written notice to the supplier prior to delivery or performance in which event no liability shall ensue in the part of Gentoo Group.

11.1.10 is in breach of the Duty of Care under Section 34 of the Environmental Protection Act 1990;

then in any circumstance Gentoo Group may, but not unreasonably or vexatiously, without prejudice to any accrued rights or remedies under the Contract, terminate the Supplier's employment under the Contract by notice in writing having immediate effect.

11.2 If the Supplier shall be in default of any term of this Agreement Gentoo Group may at its discretion and without prejudice to any other rights it may have under this Agreement terminate this Agreement in relation to the tender for which the Supplier is in default by giving the Supplier not less than five days prior written notice. The said notice shall specify the default and if the default is remedied prior to the expiry of the said notice this Agreement shall not thereby terminate.

11.3 If Gentoo Group shall decide not to terminate this Agreement pursuant to Clause 11.2 in the event of default by the the Supplier shall not be liable to Gentoo Group for any consequential loss suffered by Gentoo Group as a result thereof but shall be liable to Gentoo Group for any reasonable excess labour costs and for the full costs of hiring any replacement Services which may be necessarily incurred by Gentoo Group as a result of the Supplier's default. Gentoo Group, will use reasonable efforts to ensure that the replacement service is hired under the most favourable terms and conditions after having first confirmed with the Supplier that no substitute service is immediately available and having informed the Supplier of its intention to contract such replacement.

11.4 Where the Supplier or any person employed by him or on his behalf;

(a) had offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for:-

(i) doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of, the contract or any other contract with Gentoo Group.

(ii) showing or refraining from showing favour or disfavour to any person in relation to the contract or any other contract with Gentoo Group or,

(b) has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or has given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

In the case of action as described above by a person employed by the Supplier or on the Supplier's behalf, Gentoo Group's right to cancel and recover loss shall apply whether or not the action is with the Supplier's knowledge.

**12. WAIVER**

12.1 Any failure by either party to insist upon the performance of any of the conditions of this Contract or to exercise any right under this Contract shall not be construed as a Waiver by such party and this Contract shall continue and remain in full force and effect not withstanding any such failure.

**13. NOTICES**

* 1. Any notice invoice or other document required or otherwise to be given or sent under this Contract shall be duly given or sent in each case by being left or being sent by first class pre-paid post to the last known principal place of business or registered office of the party to whom it is addressed and such document sent by first class post shall be deemed to have been duly received by the addressee at the expiration of 48 hours after it has been posted and in proving it shall be sufficient to prove that the document was left at the principal place of business or registered office as aforesaid or that the envelope containing it was properly addressed pre-paid at the first class rate and posted as the case may be.

**14. INDEMNITY AND INSURANCES**

14.1 The Supplier shall indemnify and keep indemnified Gentoo Group and its employees against the injury to or death of any persons, or loss of or damage to any property, which may arise out of the act, default of negligence of the Supplier, its employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the Supplier shall not be liable for, nor be required to indemnify Gentoo Group against, any compensation or damages for or in respect of injuries, loss or damage resulting wholly from any act, default or negligence on the part of Gentoo Group, its employees or agents not being the Supplier or employed by the Supplier.

14.2 Without thereby limiting its responsibilities under this clause, the Supplier shall insure with a reputable insurance company to the satisfaction of the Authorised Officer against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Supplier's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

* 1. For all claims against which Condition 15 requires the Supplier to insure, the insurance cover shall be in the sum of £10 million or such greater sum as the Supplier may choose in respect of any one incident and its insurance policy effecting such cover shall have the interest of Gentoo Group endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon Gentoo Group.
  2. The Supplier shall supply to Gentoo Group immediately upon request copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Condition and where the Authorised Officer notifies the Supplier in writing that any such policy of insurance does not effect sufficient or appropriate cover the Supplier shall forthwith effect such cover as the Authorised Officer has specified. In default the Authorised Officer may effect such insurance cover and the Supplier shall pay such sum as reimburses the cost to Gentoo Group of arranging such insurance cover.

**15. HEALTH AND SAFETY**

15.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work etc. Act 1974 and of any other acts, and all other relevant Regulations Codes of Practice or Orders pertaining to health and safety.

15.2 The Supplier shall provide its general statement of safety policy (having regard to Gentoo Group's Safety Policy a copy of which shall be provided in accordance with Condition 9.3.5) which shall be supplied to the Authorised Officer within seven days of the Commencement Date. The Supplier shall forthwith nominate a person to be responsible for the health and safety matters as required by the said Act. Whilst on premises owned by Gentoo Group the Supplier shall ensure that its employees comply with Gentoo Group's Safety Policy and with the lawful requirements of Gentoo Group's Safety Officer.

15.3 Without prejudice to Gentoo Group's rights under clause 11 the Authorised Officer shall be empowered to suspend the provision of the Service in the event of non-compliance by the Supplier with these health and safety clauses in the provision of the Services or such part until the Authorised Officer is satisfied that the non-compliance has been rectified.

15.4 All vehicles to be used by the Supplier in the delivery of Goods or the provision of Services shall have an audible reversing warning system, shall be roadworthy and conform to all relevant Road Transport and Health and Safety Standards. The supplier shall safely deliver and off-load materials adjacent to the works, and supply all necessary mechanical lifting equipment.

All equipment to be used by the Supplier in the delivery of goods or the provision of services shall conform to the provision and Use of Work Equipment Regulations 1998 (P.U.W.E.R).

All goods / materials supplied shall conform to the Provision and Use of Work Equipment Regulations 1998 (P.U.W.E.R) and comply with the Builders Skips (marking) Regulations 1984 (if applicable).

All Suppliers must ensure lifting operations are carried out competently and conform with the Lifting Operations and Lifting Equipment Regulation 1998 (L.O.L.E.R).

Where necessary, appropriate documentation (i.e. evidence of thorough examination and inspection of lifting equipment), shall be available for inspection at point of delivery.

Where necessary, all goods delivered should have their weight and where appropriate their centre of gravity conspicuously marked in order to comply with relevant Health and Safety Legislation.

**16. AGENCY**

16.1 Neither the Supplier nor his employees shall in any circumstances hold themselves out as being the servant or agent of Gentoo Group, otherwise than in circumstances expressly permittedthis Contract.

16.2 Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any Contract on behalf of Gentoo Group or on any way to bind Gentoo Group to the performance, variation, release or discharge of any obligations.

16.3 Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as having, the power to make, vary, discharge or waive any by law or regulation of any kind.

**17. BRITISH STANDARDS**

17.1 Where an appropriate British or International Standard of Code of Practice is current, all goods and materials used or supplied and all workmanship shall be in accordance with that Standard or a Standard recognised by another member state of the European Union or an international Standard offering equivalent guarantees of safety, fitness for purposes and reliability. In all cases, such Standards shall be without prejudice to any higher standard required by the Contract.

**18. OBSERVANCE OF STATUTORY REQUIREMENTS**

18.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify Gentoo Group in full against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this clause.

**19. PRICE AND PAYMENT**

19.1 The Price shall be the Supplier’s quoted price in the Tender Documents and where required, more specifically detailed in the Supply Order.

19.2 Sums payable to the Supplier pursuant to this Contract are exclusive of any Value Added Tax (VAT). Gentoo Group shall pay to the Supplier in the manner hereinafter set out any VAT properly chargeable on the supply by the Supplier of the Service. The Supplier shall issue a tax invoice in respect thereof. Each invoice shall contain the following information:-

(i) An identifying number

(ii) The Supplier's name, address and VAT registration number.

(iii) The time of supply

(iv) The customer's name and address

(v) The type of supply

(vi) A description of the goods or services indicating:

(a) the quantity of the goods or extent of the services

* 1. the charge made excluding VAT

(c) the rate of VAT

(vii) The total charge made including VAT

The Supplier shall in connection with each invoice inform Gentoo Group in writing in respect of the services performed during that period.

1. which part or parts of such services are exempt from VAT

2. which part or parts of such services bear a zero rate of VAT

3. which part or parts of such services bear a rate of VAT greater than zero, in each case specifying the exact rate chargeable.

Upon receipt by the Supplier of any payment made by Gentoo Group, it being a payment including VAT, the Supplier shall forthwith issue to Gentoo Group an authenticated receipt in such form as may be required by the Finance Act 1972 ("the Act") or any amendment or re-enactment thereof or by any Regulations made there under. If Gentoo Group objects to any part of such notice and such objection cannot be resolved by the parties by agreement, Gentoo Group may require the Supplier to refer to the Commissioners of Customs and Excise ("the Commissioners") any dispute difference of question in relation to any of the matters specified in Section 40(1) of the Act.

If the Supplier refers the matter to the Commissioners and Gentoo Group is dissatisfied with their decision on the matter the Supplier shall at Gentoo Group's request refer the matter to a Value Added Tax Tribunal by way of appeal under Section 40 of the Act whether the Supplier is so dissatisfied or not. Should the Supplier be required to deposit a sum of money equal to all or part of the tax claimed under Section 40(2)(a) of the Act, Gentoo Group shall pay an equivalent sum to the Supplier.

Gentoo Group shall further reimburse the Supplier any costs or expenses reasonably and properly incurred in making the reference (less any costs awarded to the Supplier by the Tribunal).

19.3 Invoices should be rendered for Gentoo Group's working week which can be Monday to Sunday inclusive in a monthly basis. Unless otherwise stated in the supply order, Gentoo Group shall pay the price for the goods and services within thirty (30) days net from Gentoo Group receipt of the Suppliers invoice.

19.4 The Supplier shall send copies of all delivery notes to Gentoo Group Headquarters. Gentoo Group reserves the right to reject any goods or services unless such documentation has previously been approved.

19.5 The price of the goods and services shall be as stated in the Tender Documents and where required more specifically detailed in the Supply Order and will be:

19.5.1 Exclusive of any applicable Value Added Tax (which shall be payable by Gentoo Group subject to receipt of a VAT invoice);

* + 1. Fully inclusive of all component parts to ensure goods are fit for purpose.

19.5.3 Inclusive of all charges for packing, packaging, shipping, carriage, insurance and delivery of the goods to the delivery address and any duties, levies other than Value Added Tax;

19.5.4 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without Gentoo Group's prior consent in writing.

19.6 Where the Supplier provides Goods or Services to a Subsidiary of Gentoo Group Limited, the Supplier is required to invoice the Subsidiary directly. Gentoo Group Limited will not accept invoices on behalf of the Subsidiary.

19.7 Payment of invoices submitted after 2 months of the Services being supplied will be at the discretion of Gentoo Group.

**20. RECOVERY OF SUMS DUE TO GENTOO GROUP**

* 1. Gentoo Group shall give written notice to the Supplier of any claim to which Gentoo Group considers they are entitled under the Contract and shall, in that notice or as soon as reasonably practicable thereafter, give written particulars thereof.

20.2 Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier to Gentoo Group the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Contract or any other Contract with Gentoo Group.

**21. ROYALTIES AND PATENT RIGHTS**

21.1 The Supplier shall not in connection with the Contract use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Supplier shall indemnify Gentoo Group against all actions, claims, demands, proceedings, damages, costs, charges and expenses which Gentoo Group may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which Gentoo Group may have to make to any person or body entitled to patent rights to any other intellectual property rights in respect of any process, matter, or thing used, manufactured, supplied or delivered by the Supplier in connection with the Contract.

**22. CONFIDENTIALITY AND INFORMATION**

22.1 The Supplier shall not without consent of the Authorised Officer during the Contract Period or at any time thereafter, make use or for his own purposes, or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Supplier by Gentoo Group pursuant to the Contract, all of which information shall be deemed to be confidential.

22.2 The Supplier shall neither dispose nor part with possession of any confidential material provided to the Supplier pursuant to the Supplier prepared by the Supplier pursuant to the Contract, other than in accordance with the express written instructions of the Authorised Officer.

22.3 The Supplier shall not and shall ensure that its employees do not divulge to any third part any information which comes into its or their possession in the course of providing the Service.

22.4 The Supplier shall indemnify and keep indemnified Gentoo Group against all expenses, claims, proceedings and costs whatsoever in respect of any breach by the Supplier of this Confidential and Information clause.

22.5 The Contract shall comply at all times and act in accordance with the Data Protection Act 1998.

**23. EVIDENCE IN CONNECTION WITH LEGAL PROCEEDINGS**

23.1 If requested to do so by the Authorised Officer, the Supplier shall provide to the Authorised Officer any relevant information in connection with any Legal Inquiry or Court Proceedings in which Gentoo Group may become involved or any relevant disciplinary hearing internal to Gentoo Group and shall give evidence in such inquiries or proceedings or hearings, arising out of the provisions of the Service. The Supplier immediately upon becoming aware of the same shall notify the Authorised Officer of any accident, damage or breach or any statutory provision relating in any way to the provision of or connected with the Services.

**24. SEVERANCE**

24.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or enforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

**25. GOVERNING LAW**

25.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto accept the jurisdiction of the Courts of England and Wales as regards any claim or matter arising under this Contract.

**26. BASIS OF AGREEMENT**

26.1 The Agreement constitutes an offer by Gentoo Group to purchase the Goods subject to these clauses in this Contract and the Tender Documents.

**27. TIME**

* 1. Time shall be of the essence of the Contract and the Goods and/or Services shall be delivered to Gentoo Group or Gentoo Group's agent, by the date for delivery or any agreed, extended date. Goods shall be delivered during Gentoo Group's usual business hours as stated on the Supply Order.
  2. Any dispute arising under or in connection with these Conditions or the sale of the goods shall be referred to adjudication by a single adjudicator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the London Chamber of Commerce. The decision of such adjudicator shall be final and binding upon the parties. Any reference under this clause shall be deemed to be reference to adjudication within the meaning of the Housing Grants, Construction and Restoration Act 1996.

**28. RISK AND PROPERTY**

* 1. Risk of damage to or loss of the goods shall pass to Gentoo Group upon delivery to Gentoo Group in accordance with the Contract.
  2. Title to the goods shall pass to Gentoo Group upon payment. Where payment is made prior to delivery, title shall pass to Gentoo Group.

**15. VISION AND VALUES**

**Vision**

Great Homes – Strong Communities – Inspired People

**Values**

Do the right thing

Make a difference

Work together

Keep learning

Give all you’ve got

**16. EQUALITY AND DIVERSITY COMMITMENT:**

At Gentoo we are committed to the principles of equality, diversity and inclusion throughout the organisation, both in our role as an employer and as a service provider. WE are committed to not only meeting legal requirements, but going beyond these, turning good practice into excellent practice.

We are committed to working with our customers, staff, partners, contractors and suppliers, to advance equality of opportunity, eliminate discrimination, foster good relations, and to develop and deliver excellent products and services which are relevant, responsive and sensitive to the individual needs of our existing and future customers. We will ensure that all sections of the community in which we work have equal access to those services.

We value and celebrate diversity and treat everyone fairly and with respect. We do not tolerate bullying, harassment or intimidation of any individual or group, and we oppose all forms of discrimination, recognising that discrimination creates barriers to achieving equality for all people. Specifically, we will not treat anyone less favourably because of their age, disability, gender re-assignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

We require those working with us or supplying services to us, to share our values and commitments, and to work to the same principles. We will challenge those who do not uphold our values or who go against our principles on equality and diversity, and will re-consider our continued relationship with any such person or organisation.

Please confirm that in your organisation’s role both as an employer and supplier / service provider, you will operate in a way which complies with relevant legislation, demonstrates your commitment to the above statements, and which reflects the commitments made in Gentoo’s equality and diversity policies which are available on request.

**Yes I have read the above and can confirm our commitment to the same principles:**

Signed: …..……………………………

Position: …..…………………………...

Organisation: ……..…………………………

*Should you like any additional information about Gentoo’s commitment to equality and diversity, or how we may be able to help your organisation work to the same principles then please contact Pam Walton on (0191) 525 5000*

|  |
| --- |
| **NOTES TO ORGANISATION***:*  This section will be evaluated initially on a pass/fail basis in respect of A11 – A18. Where a pass is achieved, % points will then be awarded in respect of responses to questions A19 onwards. We will seek additional evidence relating to the questions below, if required. If an organisation is found to be in breach of any of the policies in this section then the contract could be terminated.  **Scoring of the Equality & Diversity Section**:  Part 1 - All tenders  A11 to A18 – Pass/Fail basis. A19 - A20 – up to 1% |

We are committed to the principles of equality and diversity and to delivering excellent services, making sure that all of our customers, internal and external, are treated fairly and with respect. We oppose all forms of discrimination and recognise that discrimination creates barriers to achieving equality for all people. We are committed to working with our customers, staff, contractors, suppliers and partners to develop and deliver excellent services which meet the needs of everyone in those areas in which we work.

Companies not currently operating in the UK should attempt to answer each of the following questions, substituting where relevant the appropriate legislation/Codes of Practice etc. which are applicable within their domestic jurisdiction.

**Part 1 - Questions for all tenders – (A11 – A20)**

**A 11** Does your organisation comply with its legal obligations relating to the following?

|  |  |
| --- | --- |
| Age | **Yes /No** |
| Disability | **Yes /No** |
| Gender | **Yes /No** |
| Gender Reassignment | **Yes /No** |
| Race | **Yes /No** |
| Religion or Belief | **Yes /No** |
| Sexual Orientation | **Yes /No** |
| Human Rights | **Yes /No** |
| Equal Pay | **Yes /No** |
| Do you operate within the Working Time Regulations 1998 | **Yes /No** |
| ***NOTES TO ORGANISATION:***   * ***It is your responsibility to ensure that you comply with all relevant legislation and keep up to date with changes to legislation..*** * ***Your attention is drawn to the fact that you will have obligations not only as an employer, but also as a provider of goods, facilities or services.*** | |

**A 12** In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 13** In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination by Equality and Human Rights Commission (EHRC) or any of its predecessors (CRE, DRC, EOC)?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 14** If you answered “yes” to either of the last two questions, what action were you required to take as a result of that finding or investigation, and what action have you taken?

|  |
| --- |
|  |

**A 15** If you were required to take action, did the action taken satisfy the relevant organisation?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 16** If you were required to take action but you have not taken any action, or if the action you have taken did not satisfy the relevant organisation, please explain why not.

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**A 17** Please give the name and position of the senior person with responsibility for equality and diversity in your organisation.

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**A 18** If successful, you will be required to sign up and adhere to Gentoo’s Equality & Diversity Commitment (copy enclosed). Please confirm your willingness to do so.

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| A18 Signed copy of Gentoo’s equality and diversity commitment enclosed  **YES/NO** (d*elete as appropriate)*- |

**A 19** Do you have a written equality and diversity policy which as a minimum sets out your commitment to each of the following:

|  |  |
| --- | --- |
| Not to discriminate | **YES/NO** (delete as appropriate) |
| Not tolerate bullying or harassment | **YES/NO** (delete as appropriate) |
| Promote equality | **YES/NO** (delete as appropriate) |
| Treat everyone fairly and with respect | **YES/NO** (delete as appropriate) |

**A 20** Does your policy specifically state that your commitment applies to each of the “protected characteristics” listed below?

|  |  |
| --- | --- |
| Age | Yes/No (delete as appropriate) |
| Disability | Yes/No (delete as appropriate) |
| Gender | Yes/No (delete as appropriate) |
| Gender re-assignment | Yes/No (delete as appropriate) |
| Race/ethnicity | Yes/No (delete as appropriate) |
| Religion and belief | Yes/No (delete as appropriate) |
| Sexual Orientation | Yes/No (delete as appropriate) |

Please provide a copy of the policy, and highlight the sections relevant to the criteria specified in A19 and A20.

|  |  |
| --- | --- |
| Copy enclosed **YES/NO** (delete as appropriate) | Relevant sections highlighted – **YES/NO**  (delete as appropriate) |
| If you have not highlighted the relevant sections of the policy, please state clearly where those sections can be found (e.g. page numbers and paragraph numbers) | |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)