**CONTRACT FOR THE PROVISION OF A**

**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

INVITATION TO TENDER

|  |  |
| --- | --- |
| *This document should be completed and returned in accordance with the Instructions to Tenderers contained herein* | |
| **Tender to be submitted by:** | **12.00 noon 20th May 2016** |
| **To:** | Procurement Manager  General Dental Council  37 Wimpole Street  London  W1G 8DQ |
| **E-mail address:** | procurement@gdc-uk.org |
|  |  |

**General Dental Council**

**37 Wimpole Street**

**London**

**W1G 8DQ**

**GENERAL DENTAL COUNCIL**

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**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

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**CONTRACT FOR THE PROVISION OF A**

**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

**INFORMATION AND INSTRUCTIONS FOR TENDERERS**

1. **THE GENERAL DENTAL COUNCIL**
   1. The General Dental Council (GDC) is the UK-wide statutory regulator of over 100,000 members of the dental team, including approximately 40,000 dentist and 60,000 dental care professionals (DCPs) - dental nurses, clinical dental technicians, dental hygienists, dental technicians, dental therapists and orthodontic therapists.
   2. The GDC is overseen by a Council of 12 members, six lay and six dental professionals.
   3. Our legislation, the Dentist Act 1984, sets us the following objectives:

* to protect the public
* to protect, promote and maintain the health, safety and well-being of the public
* to promote and maintain confidence in the dental profession
* to promote and maintain proper professional standards and conduct for these professions.
  1. We do this by ensuring that dental professionals meet our standards, which reflect patient expectations, and deliver safe and appropriate care to patients.
  2. Our principal place of business is 37 Wimpole St, London W1G 8DQ and one office in Croydon that manages the Dental Complaints Service. These sites accommodate some 290 staff.

* 1. Further details on the GDC may be found on our web site [www.gdc-uk.org](http://www.gdc-uk.org)

1. **BACKGROUND TO THE REQUIREMENT**

The General Dental Council is looking for a suitably experienced supplier to provide a proven, fully integrated general ledger accounting system with a purchase to pay solution.

The GDC uses the Microsoft Dynamics CRM system as the primary system for all customer management. The system handles the majority of GDC income collection into a custom ledger. Therefore the chosen solution must be compatible with Microsoft Dynamics CRM. The chosen supplier must be able to demonstrate that they have a proven and verifiable track record of working with and managing finance system integration with this system.

As a minimum the solution must have fully automated processes covering:- purchase order request and approval; electronic ordering with e-catalogue and free text capability; goods receipting; electronic invoice receipt, invoice matching, validation and payment authorisation; vendor management; budgeting & forecasting and financial analysis.

The GDC may also consider implementing an e-tendering solution and/or an electronic expenses solution as part of this project, dependent upon the cost and benefits of doing so.

The chosen solution will be fully auditable with an integrated standard and ad-hoc reporting capability.

In terms of scale, the GDC currently has approximately 525 registered suppliers, processes approximately 3,400 purchase orders, 7,500 invoices and 3,000 expense claims annually. The GDC’s financial year operates from 1st January to 31st December.

1. **TENDER RETURN INSTRUCTIONS**

NOTE: Failure by a Tenderer to comply with these instructions may invalidate her/his tender.

* 1. Tenderers must deliver in a plain sealed envelope (which must not bear any identification marks) two hard copies of their original unbound signed tender clearly marked “Tender for New Accounting System”. Your tender must be sent to Procurement Manager, General Dental Council, 37 Wimpole Street, London W18DQ.
  2. The tender is to be returned by no later than **12 noon on 20th May 2016** (‘the Deadline’). The General Dental Council (GDC) reserves the right to extend the Deadline. Any extension will apply to all tenderers. The GDC reserves the right to reject any responses received after the Deadline.
  3. In addition to the hard copies, Tenderers are requested to submit one copy of their tender electronically, either on a CD-ROM, USB device, etc. or via email with the subject heading “Tender for New Accounting System” to procurement @gdc-uk.org. Documents should be in a format that is compatible with Microsoft Office.

*Please note that electronic copies will be used solely to enable electronic distribution of tenders around the GDC for evaluation purposes as and when necessary. The original hard copy tender document is the prime document that must be delivered by the Deadline detailed above. In the event of hard copy tenders not being received by the Deadline, electronic copies received before the Deadline will be deleted without opening.*

* 1. **It is each tenderer’s responsibility to ensure that their tender is delivered to the correct address by the Deadline.**
  2. The GDC reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and information contained in this Invitation to Tender as it shall in its absolute discretion think fit.
  3. The GDC will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this Invitation to Tender howsoever incurred.
  4. The GDC may alter the procurement process outlined in this ITT and will notify Tenderers of any such changes. The GDC may also decide not to award any contract or contracts pursuant to this tender where no satisfactory proposal(s) are received. Under no circumstances will the GDC be liable for any costs or expenses incurred by bidders as a result, directly or indirectly, of any such changes to the procurement process outlined in this Invitation to Tender.

1. **CONTRACT TERMS AND CONDITIONS**
   1. In submitting a response to this Invitation to Tender (ITT) it will be implied that you generally accept the provisions of the terms and conditions set out below. The GDC will consider minor amendments to the terms and conditions but any such amendments must be clearly stated on your tender submission and consideration of these changes will form part of the tender evaluation criteria. (see Evaluation below).
2. **ACCEPTANCE OF TENDERS**
   1. The GDC does not bind itself to accept the lowest or any tender.
   2. The GDC reserves the right to accept the whole or any part of any tender.
3. **PERIOD OF ACCEPTANCE**
   1. The tender is to remain open for acceptance for a minimum period of 60 days from the Deadline.
4. **QUANTITIES AND SCOPE**
   1. The quantities and scope of services set out in the Specification below are an estimate of the GDC’s requirements at the time of producing this Invitation to Tender (ITT). The information provided is to the best of our knowledge accurate at the time of issuing the ITT but circumstances may change over the life of the contract.
   2. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate without reliance upon any opinion or other information provided by the GDC or their advisers and representatives. Tenderers should notify the GDC promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
   3. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will the GDC, or any of their advisers, be liable for any costs or expenses borne by tenderers, their sub-contractors, suppliers or advisers in this process.
   4. Tenderers are required to complete and provide all information required by the GDC in accordance with this ITT. Failure to comply with these Instructions to Tender may lead the GDC to reject a tender response.
5. **FURTHER INFORMATION**
   1. All requests for further information or clarification of the GDC’s requirements in relation to this ITT must be addressed to Sally Cripps, Financial Operations Manager at [scripps@gdc-uk.org](mailto:scripps@gdc-uk.org) No approach of any kind in connection with this ITT should be made to any other person within, or associated with, the GDC.
   2. The closing date for any further questions/clarification will be 12 noon on 13th May 2016.
   3. The GDC reserves the right to issue the response to any clarification request made to all tenderers unless it is expressly required to be kept confidential at the time the request is made. If the GDC considers that the contents of the request should not be kept confidential, it will inform the requester and the requester will have the opportunity to withdraw the request.
6. **CONTRACT PERIOD**
   1. It is anticipated that work on system implementation will commence as soon as possible after the completion of this procurement exercise. Tenderers are required to set out their detailed programme for delivering the required system to a “go live” date.
7. **PRICING**
   1. GDC resources are raised through an annual fee paid by dental professionals. Providing and demonstrating value for money and cost effectiveness is fundamental to the GDC.
   2. Please set out in the Pricing Schedule (contained within the contract at the end of this document) your pricing for the various elements as detailed. Please also set out any additional rates, fees or pricing not covered by the Pricing schedule but would be chargeable by you should you be awarded this contract.
   3. Please note that the GDC will not accept any fees or charges not identified in your tender document.
8. **EVALUATION**
   1. Tenderers are advised that the GDC will carry out financial checks using the services of a recognised financial services information provider. Whilst this element of the ITT will not be scored, any organisation found to have a medium to high risk assessment will not proceed to the next stage of the procurement. Any terms and conditions submitted by the tenderer will also be considered as part of the evaluation process. Tenderers submitting what the GDC considers to be onerous terms and conditions will not proceed to the next stage of the procurement.
   2. Tenders will be evaluated on a two stage basis.

STAGE 1

* 1. Tenders will be considered and marked in accordance with the criteria set out below to establish a shortlist of no more than three tenderers.

STAGE 2

* 1. Shortlisted tenderers will be invited to provide the evaluation panel with a demonstration of their proposed solution and to answer any questions arising as a consequence of the original evaluation and the demonstration. Customer reference site visits may also be required.
  2. The demonstration will then be evaluated and scored by the evaluation panel.

The tender will be evaluated on the basis of best value using a combination of 70% quality and 30% price. The quality criteria will include but is not limited to the following:

|  |  |
| --- | --- |
|  | **Weighting** |
| Proposals for meeting core and non-core system requirements as set out in specification | 60% |
| Tenderer’s proposals for integrating their proposed solution with the GDC’s Microsoft Dynamics CRM system | 20% |
| Extent of training provided | 5% |
| Extent and quality of on-going support offered | 5% |
| Proposed implementation programme and methodology | 10% |

1. **PROCUREMENT PROGRAMME**
   1. The indicative dates for the remainder of the procurement procedure are set out in the table below. These are for guidance only and are subject to change at the sole discretion of the GDC.

|  |  |
| --- | --- |
| **ACTIVITY** | **EXPECTED DATE** |
| Closing date for tenderer clarification questions | 13th May 2016 |
| Tender closing date | 20th May 2016 |
| Initial Evaluation Completed | 3rd June 2016 |
| Demonstrations | 8th and 9th June 2016 |
| Contract award | 30th June 2016 |
| Contract operational commencement | As agreed programme |

1. **PREVENTION OF CORRUPTION**
   1. Any attempt by any tenderer to inappropriately influence the contract award process in any way will result in that tender being disqualified. Any direct or indirect canvassing by any tenderer in relation to this procurement or any attempt to obtain information from any of the employees or agents of the GDC concerning another tenderer may result in disqualification at the discretion of the GDC.
   2. The GDC shall be entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation should any tenderer, his servant or agent give or offer any gift or consideration whatsoever as an inducement or reward to any employee, agent or officer of the GDC, which the tenderer may note will also constitute a criminal offence, punishable by imprisonment.
2. **FREEDOM OF INFORMATION**
   1. The Freedom of Information Act (‘FOIA’) applies to the GDC. Any tenderer should be aware that the GDC’s obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by the GDC. Information provided by a tenderer in connection with this ITT, or with any Contract which may be awarded as a result of this ITT, may therefore have to be disclosed by the GDC in response to such a request, unless the GDC decides that one of the statutory exemptions under the FOIA applies.
   2. The Council may also decide to include certain information in the publication scheme, which the GDC maintains under the FOIA.
   3. If a tenderer wishes to designate information supplied as confidential, it must provide clear and specific detail as to the precise elements which are confidential. For example, if a tenderer considers that any of the information included in their tender submission is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
   4. Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the GDC may still be required to disclose it under the FOIA if a request is received.
   5. Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the GDC should not be taken to mean that the GDC accepts any duty of confidence by virtue of that marking.

**GENERAL DENTAL COUNCIL**

**CONTRACT FOR THE PROVISION OF A**

**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

**TERMS AND CONDITIONS OF CONTRACT**

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42. Entirety

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Schedule 1 – Data Protection

1. **Definitions & Interpretations**

***“Advice Note”*** means a document provided by the Contractor accompanying any deliveries and specifying the place and date of dispatch, place of delivery, details of items delivered including such information as the number of packages/items, their weight and volume or similar document as approved by the GDC;

***“Agreed Price"*** means the price set out in this Contract and/or the Specification, exclusive of Value Added Tax;

“***Commencement Date”*** means any date specified in the Specification on which the Contract takes effect, or, the date of this Contract;

***"Contract"*** means the contract between GDC and the Contractor consisting of this agreement and the Specification;

***“Contract Period”*** means any period set out in the Specification, unless terminated earlier in accordance with clause 39 (Termination) or any other termination provisions;

***"Contractor"*** means the person, firm or company with whom the Contract is made;

***"FOIA"*** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

***“Force Majeure Event”*** means any of the following:-

a) war and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;

b) rebellion, revolution, insurrection, military or usurped power or civil war;

c) riot, commotion or disorder except where solely restricted to employees of the Contractor or its sub-Contractors or sub-Contractors;

d) earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming Force Majeure;

e) a general industrial dispute not limited to the employees of the Contractor or the employees of any of its sub-Contractors or sub-Contractors.

**“*Force Majeure Notice”*** means a notice pursuant to clause 36.1

**“*GDC*”** means General Dental Council;

***“GDC Brand”*** means any name and/or logo belonging to GDC;

***“GDC Personal Data”*** any personal data provided to the Contractor by GDC or on its behalf or collected by the Contractor on behalf of GDC;

***"Information"*** has the meaning given under section 84 of the Freedom of Information Act 2000;

***"Intellectual Property Rights"*** means any and all copyright, database rights, moral rights, rights in performances, rights in designs, trade marks, service marks, domain names, goodwill, patents, rights in confidential information and other intellectual property rights (including, where relevant, all extensions, reversions, revivals and renewals of the same), in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights, as well as all similar or equivalent rights or forms of protection subsisting now or in the future in any jurisdiction;

***“Key Personnel”*** means any Personnel identified as being key in the Offer Letter;

***"Materials"*** means any and all works and materials in whatever form or medium, including, but not limited to, hard copy and electronic form (including any and all concepts, ideas, designs, text, visual materials, drawings, sketches, presentations, slides, graphics, logos, models, documents, reports, plans, scripts, notes, specifications, photographs, films, video and/or audio recordings, transparencies, negatives, prints, musical compositions, lyrics, dramatic treatments, choreography, typographical arrangements, information, data, computer programming and/or software);

“***Request for Information”*** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

***"Services"*** means the services to be provided as specified in the Offer Letter and shall, where the context so admits, include any materials, articles or goods to be supplied thereunder

**“Specification”** shall mean the requirements to which the Goods and/or Services supplied shall conform as detailed in the Supplier’s documents or memorandum of those requirements and as (in both cases) attached to this Contract;

***“Tender”*** means any tender submitted by the Contractor for this Contract;

***“Variation”*** shall mean any alteration to the Contract agreed between the parties in accordance with clause 27 (Variations);

***"Works"*** means all intellectual property created as a result of the Services (including any part(s) and any modification(s) and adaptation(s) of the same) and includes: (a) all copyright works (including, without limitation, photograph(s), video footage, digital image(s) (whether still or moving)) created or produced, now or in the future, by you or on your behalf (either individually or in conjunction with any other person(s)) in the course of performing your obligations under this Contract; and (b) where the context admits, any and all related Materials; and (c) any and all performance(s) rendered by you in connection with such works and/or the Services.

* 1. The interpretation and construction of the Contract shall be subject to the following provisions:

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

b) the headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the clauses;

C) where the context allows, the masculine includes the feminine and the neutral, and the singular includes the plural and vice versa.

1. **Ordering of Goods and/or Services and entering into of Contract**
   1. GDC shall agree with the Contractor a Specification and send to the Contractor that Specification along with these terms and conditions. The Contractor shall signal his acceptance of these terms and conditions by returning them, in accordance with this Contract, signed.
2. **Quality of Materials, Goods and Services**
   1. The supply of Goods or the provision of any Services set out in the Specification and/or the subject of this Contract shall be completed:
      1. in accordance with the Specification and any other descriptions provided to the Contractor by the GDC or vice versa;
      2. in accordance with all applicable legal requirements;
      3. with reasonable care and skill in accordance with generally recognised commercial practices and standards;
      4. in accordance with all of GDC’s policies and guidance, which have been provided to the Supplier prior to delivery or performance; and,
      5. by appropriately skilled, experienced and qualified personnel.
   2. Any Goods supplied under the Contract shall be:
      1. well designed and of the highest quality, material and workmanship and be without fault;
      2. capable of all standards of performance specified in the Contract or any related contract; and
      3. fit for any purpose made know to the Contractor expressly or by implication and in this respect the GDC relies on the Contractor’s skill and judgment.
   3. The GDC shall have power to reject any Goods or Services which do not comply with clauses 3.1 and 3.2.
   4. The GDC’s rights under this Contract are in addition to the statutory conditions in favour of it under the Sale of Goods Act 1979 and the Sales of Goods and Services Act 1982.
   5. If the Contractor proposes to make any changes to the Goods or Services as detailed in the Contract the Contractor shall prior to implementation of any such changes seek consent of the GDC. The GDC shall be under no obligation to agree to any such changes.
   6. At any time prior to delivery of the Goods to the GDC it shall have the right to inspect and test the Goods.
   7. If the results of such inspection or testing cause the GDC to be of the opinion that the Goods do not conform or are unlikely to conform with the Contract or to any specifications supplied or advised by the GDC to the Contractor, the GDC shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure conformity and in addition the GDC shall have the right to require and witness further testing and inspection.
3. **Delivery**
   1. The date for delivering any Goods or Services shall be specified in the Contract or in the case of Goods if no such date is specified then delivery shall take place within 28 days of the Contract date.
   2. Time for delivery of the Goods or Services shall be of the essence.
   3. The Contractor shall ensure that any delivery of Goods is accompanied by an Advice Note.
   4. The GDC shall not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. The GDC shall also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.
4. **Risk and Title**
   1. The Goods shall remain at the risk of the Contractor with all liability until complete delivery and acceptance by the GDC, when ownership of the Goods shall pass to the GDC.
5. **Key Personnel and Replacement**
   1. The Contractor shall not make any changes to Key Personnel without the prior written consent of the GDC.
   2. The Contractor shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original Personnel. The Contractor acknowledges that the GDC may refuse to accept the substitute personnel if, the GDC thinks, the substitute personnel have insufficient qualifications or experience.
6. **Price of Goods and Services**
   1. All prices agreed for the Goods or Services shall include the cost of all necessary works and processes required to ensure compliance with the terms of the Contract.
   2. The prices agreed by the Contractor shall be considered firm for the Contract Period unless expressly agreed otherwise by way of a Variation or the Contract stipulates that the prices are subject to adjustment.
   3. Where any price increases are agreed pursuant to clause 10, the price of any existing Orders shall not be changed.
   4. All prices shall be inclusive of supply and delivery to such locations as shall be notified to the Contractor by the GDC unless otherwise stated in the Contract.
7. **Payment**
   1. In consideration of the provision of Services or Goods by the Contractor in accordance with the Contract the GDC shall pay the Contractor the Agreed Price.
   2. Invoices shall be submitted to the GDC on such dates and at such intervals as set out in the Contract or as otherwise agreed between the GDC and the Contractor. Each invoice must show the GDC’s Official Purchase Order number and shall contain a detailed breakdown of the Services or Goods and the appropriate prices or rates and shall be supported by any other documentation required by GDC to substantiate the invoice.
   3. Unless otherwise agreed to in writing, the GDC shall pay invoices within 30 days of receipt of the invoice or any other documentation required by GDC.
   4. In addition to payment of the Agreed Price the GDC shall pay the Contractor an amount equal to its liability for VAT properly chargeable on the Agreed Price. Invoices shall be valid VAT invoices.
8. **Final Payment**
   1. A final invoice shall be submitted to the GDC within 6 weeks of the delivery of the final Services or Goods (or of termination of the Contract if that is earlier). The GDC will then confirm in writing that the Services or Goods have been delivered to the satisfaction of the GDC (if such be the case) and approve final payment.
9. **Price Adjustment**
   1. Any adjustment of prices shall be made in accordance with the provisions for price adjustment contained in the Contract (if any).
10. **Notices** 
    1. Any notice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in the Contract either by:

a) hand;

b) registered or first class post or special or recorded delivery; or,

c) fax or electronic mail transmission confirmed by registered, first class post or recorded delivery within 48 hours of transmission.

* 1. Notices are deemed to have been served as follows:

a) if delivered by hand: on the day when they are actually received,

b) if sent by post, special or recorded delivery: two working days after posting,

c) if sent by fax or electronic mail: on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

1. **Conflicts**
   1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the GDC under the provisions of the Contract. The Contractor will, where aware, disclose to the GDC any such conflict of interest and provided it does not cause a breach of confidentiality, particulars of such conflict.
2. **Contractor Responsibilities**
   1. The Contractor shall provide the Services and deliver any deliverables set out in the Contract to the GDC for the Contract Period, in accordance with the Contract and shall allocate sufficient resources to enable it to comply with this obligation.
   2. The Contractor shall be deemed to have made himself aware of site conditions (including point of delivery for Goods or materials) before the performance of this Contract, or Order under it.
   3. The Contactor shall meet any performance timetable set out in the Contract or as otherwise agreed between the parties.
3. **Subcontracting**
   1. Neither party shall assign the Contract or any of its rights or obligations under the Contract without first having received the written approval of the other party.
   2. The Contractor shall not sub-contract the whole or any part of the Contract without first obtaining the written permission of the GDC provided that this restriction shall not apply to;

a) sub-contracts for materials or minor details; or,

b) any part of the work to be performed or materials or equipment to be supplied for which the sub-contractor is named in the Contract.

* 1. The Contractor shall be responsible for the acts, defaults and omissions of its sub- contractors, whether approval has been given to their appointment under this Clause or not, as if they were its own and any consent given under this Clause shall not relieve the Contractor of any of its obligations under the Contract.

1. **Prevention of Corruption & Fraud**
   1. The Contractor undertakes to abide and procure that the Contractor’s employees, servants, contractors, sub-contractors and agents abide by the provisions of the Bribery Act 2010 particularly in relation to the giving or offering of any gift, consideration or commission of any kind as an inducement or reward to any person employed by the GDC or acting on its behalf with the intention of influencing them in the discharge of any responsibilities associated with this or any other Contract with the GDC.
   2. Where the Contractor or the Contractor’s employees, servants, contractors, sub-contractors or agents commit an offence under the Bribery Act 2010 in relation to this or any other contract with the GDC, the GDC has the right to immediately terminate this Contract and any other contracts it has with the Contractor and may recover any costs incurred by the termination from the Contractor. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the GDC and provided always that the GDC may recover from the Contractor the amount or value of such gift, consideration or commission.
   3. The decision of the GDC shall be final and conclusive in any dispute, difference or question arising in respect of the amount of any such gift, consideration or commission.
2. **Right of Audit**
   1. The Contractor shall keep secure and maintain until six years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the Services or Goods, all expenditure reimbursed by GDC and all payments made by GDC.
   2. The Contractor shall grant to GDC, or its authorised agents, such access to those records as they may reasonably require in connection with the Contract.
3. **Equality & Diversity**
   1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment. The Contractor shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Contractor and all contractors and sub-contractors employed in performance of the Contract.
4. **Environment & Sustainability**
   1. The Contractor warrants that it has investigated and where appropriate used alternative products, where such products exist, which are free from harmful toxins, chemicals or gases, and which are manufactured from recycled material, or which are in any case proven to be less detrimental to the environment.
   2. The Contractor agrees to provide goods/services which accord with any GDC policy on the environment.
   3. The Contractor shall, when working at the GDC’s premises, perform the Contract in accordance with the GDC’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
5. **Health & Safety**
   1. Where the Contractor has been supplied with a copy of the GDC’s rules regarding health and safety, it agrees to comply with these rules and with any additional rules made known to the Contractor from time to time by the GDC together with all applicable statutory rules and regulations regarding these matters. The Contractor will be responsible for procuring that its personnel comply with these rules and regulations.
   2. Either party shall notify the other as soon as practicable of any health and safety hazards at the GDC’s premises of which it becomes aware. Any such notification shall embrace the requirements of Section 6 Health & Safety at Work Act 1974. Any breach of this provision shall constitute a material breach of the Contract. The Contractor will draw these hazards to the attention of its personnel and will instruct those persons in connection with any necessary associated safety measures.
   3. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the GDC on request.
6. **Value Added Tax**
   1. The GDC shall pay the Value Added Tax on the Agreed Price at the rate and in the manner prescribed by law, from time to time.
   2. Any invoice or other request for payment of monies due to the Contractor under the Contract, shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of regulations made under the Value Added Tax Act 1994.
   3. The Contractor shall, if so requested by the GDC, furnish such information as may reasonably be required by the GDC as to the amount of Value Added Tax chargeable on the value of the services supplied in accordance with the Contract and payable by the GDC to the Contractor in addition to the Agreed Price. Any overpayments by the GDC to the Contractor shall be a sum of money recoverable from the Contractor for the purposes of the conditions in the Contract regulating the recovery of sums due to the GDC.
7. **Data Protection** 
   1. The parties shall comply with their respective obligations as the data controller and the data processor under the Data Protection Act 1998 and any other applicable data protection laws and regulations (together, the “Data Protection Laws”)
   2. The parties agree that any personal data collected by the Contractor under the Contract (“GDC Personal Data”) is held on behalf of GDC and that the Contractor shall not do or omit to do anything in respect of such data which puts GDC in breach of the Data Protection Act 1998.
   3. The Contractor confirms that it shall only act on GDC’s instructions in relation to the processing of any GDC Personal Data and any use by it of such GDC Personal Data will be solely for the purpose of fulfilling its obligations under the Contract or for such other purposes as GDC may notify them of from time to time.
   4. The Contractor agrees that it shall have at all times during the Contract Period appropriate technical and organisational measures in place acceptable to GDC (including those set out in Schedule 1) to prevent unauthorised or unlawful processing of any GDC Personal Data which it processes. Such measures shall also protect such GDC Personal Data against accidental loss, destruction or damage.
   5. The Contractor shall give GDC on reasonable request a description of such measures as are set out in 22.4 and will allow GDC (or its representatives) access to its premises, on reasonable notice, to inspect its procedures and usage of GDC Personal Data. The Contractor shall promptly provide GDC with full details of any request for disclosure of or access to GDC Personal Data.
   6. The Contractor undertakes that upon expiry or termination of the Contract for any reason it will immediately return in any format reasonably required by GDC or, at GDC’s option, destroy any GDC Personal Data held by it or its personnel.
   7. The Contractor shall, upon reasonable request by GDC provide to GDC a copy of all GDC Personal Data it holds in relation to the Contract, in such format as GDC reasonably requests.
8. **Freedom of Information**
   1. The Contractor acknowledges that GDC is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with GDC (at the Contractor’s expense) to enable the GDC to comply with Information disclosure requirements.
   2. The Contractor shall and shall procure that its sub-contractors shall:

a) transfer any Request for Information to the GDC as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

b) provide the GDC with a copy of all Information in its possession or power in the form that the GDC requires within five working days (or such other period as the GDC may specify) of the GDC requesting that Information; and,

c) provide all necessary assistance as reasonably requested by the GDC to enable the GDC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

* 1. GDC shall be responsible for determining at its absolute discretion whether the Information:-

a) is exempt from disclosure under the FOIA and the Environmental Information Regulations; or,

b) is to be disclosed in response to a Request for Information.

* 1. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the GDC.
  2. The Contractor acknowledges that the GDC may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA (or any successor document), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information:

a) without consulting with the Contractor; or,

b) following consultation with the Contractor and having taken its views into account.

* 1. The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the GDC to inspect such records as requested from time to time.
  2. The Contractor acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the GDC may nevertheless be obliged to disclose confidential information in order to satisfy a Request for Information.

1. **Confidentiality**
   1. The contents of the Contract and all information and materials of each party relating to the Contract shall not be disclosed to any third party other than a party’s professional advisers or as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to this Contract or which is already public knowledge or becomes so subsequently (other than as a result of a breach of any duty of confidentiality). The obligations of confidentiality under this clause shall survive any termination of this Contract.
2. **Monitoring of Contract**
   1. Before the Commencement Date the parties will agree the arrangements required for the purpose of monitoring the performance of the Contractor of its obligations under the Contract. If no agreement is reached the GDC will (at its sole discretion, acting reasonably) specify such arrangements addressing in particular those matters in clause 24.2.
   2. Such arrangements may include (without limitation):

a) regular meetings at working level and director level to obtain clear understanding of scope of work, performance, timetables, deadlines, timing of reports etc.;

b) security (and availability for inspection) of all relevant documentation;

c) the delivery at least quarterly of such written management reports in such format as the GDC may reasonably require and, if appropriate, time sheets as may reasonably be required.

1. **Performance**
   1. Where a complaint is received about the standard of Services or Goods or the manner in which any Services have been supplied or the materials or procedures used or any other matter connected with the performance of the Contractor’s obligations under the Contract, then the GDC shall notify the Contractor, and where considered appropriate by the GDC, investigate the complaint. The GDC may, in its sole discretion, uphold the complaint and take further action in accordance with clauses 39 (Termination) and 40 (Consequences of Termination) of the Contract.
   2. Without prejudice to its right under clause 38 (Recovery of Sums Due), the GDC may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services or Goods by the GDC or a third party whether or not such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services or Goods and provided that the GDC uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services or Goods.
   3. If the Contractor fails to supply any of the Services or Goods in accordance with the Contract and such failure is capable of remedy, then the GDC may instruct the Contractor to remedy the failure and the Contractor may at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the GDC may direct.
   4. The GDC may terminate the Contract with immediate effect by notice in writing if the Contractor:

a) fails to comply with clause 25.3 and the failure is materially adverse to the interests of the GDC or prevents the GDC from discharging a statutory duty; or,

b) persistently fails to comply with clause 25.3.

1. **Extension of Time**
   1. If the supply of any Goods or the provision of any Services be delayed for any reason beyond the reasonable control of the Contractor then at the request in writing of the Contractor, the time for delivery of the Goods or the provision of Services may be extended by the GDC for a reasonable period having regard to the effect of the delay.
2. **Variations**
   1. During the continuance of the Contract or any Order the Contractor shall on receipt of any Variation given to him by the GDC promptly execute such Variation in accordance with the terms of the Contract or any Order and the Variation provided that such Variation shall first have been discussed and agreed with the Contractor.
   2. The Agreed Price shall be varied in accordance with this Variation as follows:

a) Where the Contract contains a mechanism by which the Variation can be valued then the prices shall be amended in accordance with this mechanism; or,

b) Where the Contract does not contain a mechanism for valuing Variations then the Variation shall be valued in accordance with any rates or prices contained in the Contract or elsewhere in the Order and the value of such Variation shall be agreed with the GDC.

1. **Liabilities & Indemnities**
   1. Subject to 28.2 the Contractor shall indemnify and keep indemnified the GDC against all, claims, costs, liabilities and demands in respect of: -

a) death of or injury to any person;

b) loss of or damage to any property;

c) any losses incurred by the GDC;

which arise out of the act, default or negligence of the Contractor, its agents, its personnel or sub-contractors in relation to the Contract.

* 1. The indemnities referred to in 28.1 shall not apply to the extent that injury or damage arises through the negligence or default of the GDC, its employees, servants or agents.
  2. The Contractor will enter into and maintain reasonable and proper insurance in relation to its obligations under the Contract. In particular it will maintain the following policies (as are appropriate to the Contract:

a) Public Liability

b) Employers Liability

c) Product Liability

d) Professional Indemnity

e) Contractors All Risks

f) Any other as stated in the Contract.

* 1. Such policies where required shall be unlimited in terms of the number of claims during the Contract Period of the Contractor any Order.
  2. The insurance policy or policies and receipt for premiums shall be produced to the GDC upon request and in case of failure to do so, the GDC shall be entitled to so insure and to deduct the amounts of the premiums from any sums due to the Contractor.

1. **Warranties & Representations**
   1. The Contractor warrants and represents that:

a) it has full capacity and authority to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

b) in entering the Contract it has not committed any fraud;

c) if applicable, as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the GDC prior to execution of the Contract;

d) no claim is being asserted and no litigation or proceeding is presently in progress or pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

f) no proceedings or other steps have been taken and not discharged (nor are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;

g) it owns valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

h) in the three 3 years prior to the date of the Contract:

i. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it;

ii. it has been in full compliance with all applicable securities and tax laws and regulations; and,

iii. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

1. **Intellectual Property**
   1. Unless otherwise agreed in writing all Works produced by the Contractor (for example tools, patterns, drawings, artwork and other documents, reports or equipment) in performance of the Contract, supplied by GDC or made specifically at the GDC’s expense or request shall remain or become the property of the GDC and on completion or cancellation of the Contract the contractible deliverables shall be delivered by the Contractor to the GDC.
   2. The rights in any Works or Materials owned by the Contractors which were not created in the performance of this Contract and which are necessary for the use contemplated in 30.1 above are irrevocably licensed to the GDC in perpetuity, in all media.
   3. Any Works or Materials owned by the GDC may only be used by the Contractor with the consent of the GDC. Unauthorised use of Works or Materials owned by GDC may breach copyright and other Intellectual Property Rights. If the Contractor uses any such materials it shall recognise and credit the GDC, in such a way as the GDC may reasonably require.
2. **Publicity**
   1. Neither party shall without the written consent of the other advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party’s name in any format for any promotion, publicity, marketing or advertising purpose.
3. **Branding**
   1. The Contractor shall not use the GDC Brand without the prior written permission of the GDC.
   2. The Contractor shall not do anything that brings the GDC Brand into disrepute.
   3. The Contractor shall comply with any brand guidelines issued by the GDC from time to time and liaise with them as appropriate.

* 1. The GDC may at any time forbid further use of the GDC Brand and can request that the Contractor removes it.

1. **Delay**
   1. If the Contractor fails to supply the Goods or provide the Services in accordance with the time or times stated in the Contract or any Order or any extended period as may be allowed by the GDC, the Contractor will be liable for any reasonable loss or expense which the GDC shall incur by reason of such failure and the GDC shall be entitled to deduct such damages, loss or expense from any monies which may become payable to the Contractor.
2. **Transfer of Undertakings (Protection of Employment) Regulations 2006**
   1. If TUPE affects any employee of the Contractor, then any party which takes over provision of some or all of the Services from the Contractor (the “Replacement”) shall be entitled to dismiss any transferring employee. In the event of such dismissal, the Contractor shall fully indemnify and keep indemnified the Replacement and/or GDC for and against all claims, losses, damages, costs or expenses or other liabilities whatsoever (including, without being limited to, all legal expenses and other professional fees (together with Value Added Tax thereon) which the Replacement and/or GDC are legally obliged to pay in connection with or arising out of the employment of any such transferring employee and/or their dismissal.
   2. The Contractor shall provide such information to the Replacement and/or GDC as required for compliance with the Replacement’s obligation under TUPE.
   3. Clause 34.1 shall not apply where the Contractor has terminated because of GDC’s breach.
   4. For the avoidance of doubt, the parties agree that the Contracts (Right of Third Parties) Act 1999 shall apply to this clause 35 to the extent necessary to ensure that any Replacement shall have the rights to enforce the obligations owed to and indemnities given to the Replacement by the Contractor.
3. **Governing Law**
   1. This Contract shall be governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the jurisdiction of the English Courts.
4. **Force Majeure**
   1. If either party considers a Force Majeure Event has occurred which may materially affect the performance of its obligations under the Contract then it shall immediately notify the other in writing giving full details of the Force Majeure Event.
   2. Neither party shall be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by a Force Majeure Event which arises after the date of the Contract and which was not foreseeable at the date of the Contract.
   3. If a Force Majeure Event prevents a party performing its obligations under the Contract for a period less than 30 days then during that period the Contract shall be suspended. Upon the ending of the Force Majeure Event the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure Event as may be agreed between the parties. Notwithstanding such suspension the Contractor shall use its best endeavours to assist the GDC in the performance of the Contract.
   4. If a Force Majeure Event prevents a party performing its obligations under the Contract for a period in excess of 30 days then the Contract shall be terminated at the option of the party not affected by the Force Majeure Event and, subject to clause 36.5 neither party shall be liable to the other as a result of such termination.
   5. If the Contract is terminated under clause 36.4 then subject to clause36.6 the GDC shall pay to the Contractor such reasonable sum as may be agreed between the parties in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-Clause then the Contractor shall repay the balance to the GDC.
   6. If the Contract is terminated under clause 36.4 the Contractor shall transfer to the GDC the benefit of all work done by it or its sub-contractors in the performance of the Contract up to the date of the Force Majeure Notice, and if applicable it shall include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to the GDC prior to the Force Majeure Notice or will do so on the payment.
5. **Dispute Resolution** 
   1. For the purposes of this clause a “Dispute” shall mean any dispute arising out of or in connection with this Contract other than a dispute over payment of fees.
   2. If a Dispute between the parties arises it shall be determined in accordance with the procedure set out in this clause.
   3. The Dispute should first be referred for resolution to the relevant GDC project manager and the Contractor’s relevant project manager or any other individual nominated by the GDC and/or the Contractor from time to time.
   4. Should the Dispute remain unresolved within 14 days of the matter first being referred to the GDC project manager and the Contractor’s project manager or other nominated individual, either party may refer the matter to the Chief Executive of GDC and the Chief Executive of the Contractor with an instruction to attempt to resolve the dispute by agreement within 14 days, or such other period as may be mutually agreed by the GDC and the Contractor.
   5. In the absence of such agreement or resolution, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.
   6. All negotiations in relation to a Dispute shall be strictly confidential and dealt with in accordance with the provisions of clause 38 .
6. **Recovery of Sums Due**
   1. If any money is recoverable from or payable by the Contractor under the Contract, without prejudice to the power to terminate under the Contract or to any other remedy available under this Contract or otherwise by law, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with GDC.
7. **Termination**
   1. Without prejudice to any other right or remedy, the GDC may terminate the Contract at any time by giving the Contractor not less than three months’ prior written notice.
   2. The GDC may immediately terminate the whole Contract on written notice and shall be entitled to enter into alternative agreements with contractors for the Goods or Services if:

a) the Contractor's performance consistently falls below the levels of performance defined in the Contract and fails to meet the defined levels of performance within 30 days of a written notice by the GDC;

b) the Contractor commits a material breach of any of the provisions of the Contract and in the event of a breach capable of remedy fails to remedy the same within 30 days of a written notice giving full particulars of the breach;

c) the Contractor fails to carry out the Services or deliver the Goods within the times specified in the Contract;

d) there is a change of control as defined by Section 116 (2) of the Income and Corporation Taxes Act 1988 in the Contractor which, in GDC’s opinion, affects (or might affect) the performance of the Contract;

e) where the Contractor is a firm or partnership and there is a change in the identity of any of the partners in the firm and/or a change in the extent to which any partner is able to exercise or entitled to acquire direct or indirect control over the firm’s affairs which, in GDC’s opinion, affects (or might affect) the performance of the Contract; and/or,

f) the Contractor, its officers, employees, agents or contractors by any act, omission or default does anything tending to cause damage to the goodwill, standing or reputation of the GDC.

* 1. Either party may terminate the Contract immediately if the other party commits or suffers any one or more of the following:

a) the calling of any meeting of its creditors;

b) the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking;

c) the suspension or cessation of its business;

d) any threat to suspend or cease its business;

e) the making of a winding-up order;

f) the convening of a meeting to pass a winding-up resolution; or

g) it entering into liquidation.

1. **Consequences of Termination**
   1. If GDC terminates the Contract under clause 40.1 it may arrange for those Services or Goods to be carried out or provided by alternative means and the Contractor will be liable for the amount by which the aggregate of the cost of obtaining the Services or Goods in this way exceeds the amount which would have been payable to the Contractor in respect of the Services or Goods so replaced.
   2. If the Contract is terminated under clause 40 then liability by the GDC towards the Contractor and any rights or additional claims howsoever arising from this Contract as against the GDC shall cease.
   3. The end of this Contract shall not affect any right of either party that has arisen before termination.
   4. On termination of this Contract for any reason, the Contractor shall:

a) deliver to the GDC:

i. all copies of information and data provided by the GDC to the Contractor for the purpose of this Contract; and

ii. all specifications, programs and other documentation comprised in the deliverables and existing at the date of termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the GDC (to the extent that they have not already done so by virtue of clause 30 (Intellectual Property);

b) cooperate in the transfer of Services or Goods in accordance with arrangements to be notified to it by GDC; and,

c) cease to use the GDC Brand.

1. **Disruption**
   1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the GDC, its employees or any other contractor employed by the GDC.
   2. The Contractor shall immediately inform the GDC:

a) if it is temporarily unable to meet the conditions of this Contract; and

b) of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

* 1. In the event of industrial action by the Contractor’s personnel it shall seek approval to its proposals to continue to perform its obligations under the Contract.
  2. If the Contractor’s proposals referred to in clause 41.2 are in the GDC’s reasonable opinion insufficient or unacceptable, then GDC may make a reasonable counter proposal and if such counter proposal is refused by the Contractor the GDC may terminate the Contract immediately by notice in writing.
  3. If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the GDC, the Contractor may request a reasonable allowance of time and in addition, the GDC will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

1. **Entirety**
   1. This Contact (including any Specification) constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in this Contract inducing it to enter into this Contract.
2. **Non Waiver**
   1. Any failure, delay or indulgence by either party in enforcing the provisions of this Contract shall not affect the rights of the party, nor shall any waiver of rights in respect of any breach operate as a waiver of any rights in respect of any other breach.
   2. No right, power or remedy under this Contract is exclusive of any other available right, power or remedy an each such right, power or remedy may be cumulative.
3. **Severability**
   1. If one or more of the provisions of this Contract are or become to any extent invalid or unenforceable under any applicable law then the remainder of this contract shall continue in full force and effect.
   2. If this happens then both parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.
4. **Third Party Rights**
   1. Subject to clause 34 (TUPE) a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Where any clause of this Contract (other than clause 34) entitles any person to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999, the parties reserve the right to vary that term or any other term of this Contract without the consent of that person.

**Schedule 1 - Data Protection**

**Organisational and Technical Measures to be adopted by the Sub-Contractor**

1. The Contractor will ensure that in respect of all GDC Personal Data it receives from or processes on behalf of GDC it maintains security measures to a standard as high or higher than that maintained by GDC. This standard shall be appropriate to:

a) the harm that might result from unlawful or unauthorised processing or accidental loss, damage or destruction of the GDC Personal Data;

b) the nature of the GDC Personal Data.

2. **In particular the Contractor shall:**

a) put in place and comply with a security policy which defines security needs based on a risk assessment and allocates responsibility for implementing the policy to a specific individual or department. A copy of such policy is to be provided to GDC on request;

b) ensure the hardware and software used in processing the GDC Personal Data are reliable and are protected against viruses;

c) prevent unauthorised access to the GDC Personal Data;

d) ensure its method of storing GDC Personal Data is secure, including the keeping of GDC Personal Data in secure locations and controlling access by personnel to locations where GDC Personal Data is stored;

e) have secure procedures for the transfer of Personal Data and use of data outside its premises, whether in physical form (for instance by using couriers rather than the post) or electronic form (for instance by using encryption when sending emails);

f) put password protection on computer systems on which data is stored and ensure that only authorised personnel are given details of the password;

g) prevent computer screens from being overlooked by unauthorised persons;

h) ensure that all individuals who have access to the GDC Personal Data are reliable and are trained how to comply with the Act;

i) have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific GDC Personal Data and having a proper procedure in place for investigating and remedying breaches of GDC Personal Data protection procedures;

k) have a secure procedure for backing up and storing back-ups separately from originals;

l) have a secure method of disposal for back-ups, disks and print outs.

Signed for and on behalf of

General Dental Council

by:

Name: ……………………………….

Signature: ……………………………….

Job Title: ………………………………

Date: ………………………………

Signed for and on behalf of

[Insert name of contractor]

by:

Name: ……………………………..

Signature: …………………………….

Job Title: …………………………….

Date: …………………………….

**GENERAL DENTAL COUNCIL**

**CONTRACT FOR THE PROVISION OF A**

**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

**SPECIFICATION**

**INTRODUCTION**

The General Dental Council is looking for a suitably experienced supplier to provide a proven, fully integrated, general ledger accounting system with a purchase to pay solution.

The GDC uses Microsoft Dynamics CRM system as the primary system for all customer management. The system handles the majority of GDC income collection into a custom ledger. Therefore the chosen solution must be compatible with Microsoft Dynamics CRM. The chosen supplier must be able to demonstrate that they have a proven and verifiable track record of working with and managing finance system integration with this system.

As a minimum the solution must have fully automated processes covering:- purchase order request and approval; electronic ordering with e-catalogue and free text capability; goods receipting; electronic invoice receipt, invoice matching, validation and payment authorisation; vendor management; budgeting & forecasting and financial analysis.

The GDC may also consider implementing an e-tendering solution and/or an electronic expenses solutions as part of this project dependent upon the cost and benefits of doing so.

The chosen solution will be fully auditable with an integrated standard and ad-hoc reporting capability.

In terms of scale the GDC currently has approximately 525 registered suppliers, processes approximately 3,400 purchase orders, 7,500 invoices and 3,000 expense claims annually. The GDC’s financial year operates from 1st January to 31st December.

**SOFTWARE DELIVERY OPTIONS**

Non-functional requirements will differ depending on the delivery option selected for the replacement finance system software. The different options are described in the table below:

| **Delivery Option** | **Description of Delivery Option** |
| --- | --- |
| On-Premises | GDC install software on own IT infrastructure. Delivered to GDC staff via GDC Citrix (with Windows 10 = Direct Access). Expenses online access has to be public facing. |
| Cloud Hosted | Hosted through software provider or commercial cloud environment. Need to manage authentication through '2-factor authorisation' or Active Directory. |

**COMPLETION OF THE ACCOUNTING SYSTEM REQUIREMENTS DATABASE**

The detailed requirements are listed in the ‘Requirements Catalogue Database’ (Appendix 1).

Tenderers are required to complete the ’Accounting System Requirements Database’ according to their proposed solution. Only worksheets 1 and either worksheets 3a or 3b are obligatory.

The table below summarises the requirements under their respective groupings. Please refer to the table to identify which worksheets must be completed:

| **Worksheet Name** | **Worksheet Description** | **To Be Completed By Tenderer?** |
| --- | --- | --- |
| 1. Core-Generic | Requirements expected to be provided by an ‘off-the-shelf’ template build. | Completion obligatory |
| 2. Core-Specific | Detailed requirements that will be addressed after supplier shortlisting.  This worksheet has been hidden. | n/a |
| 3a. Non-Functional (On Premises) | ‘On-premises’ version of the system  These are requirements that specify criteria that can be used to judge the operation of a system, rather than specific behaviours. | Completion obligatory, unless only a hosted solution is being offered (see 3b) |
| 3b. Non-Functional (Hosted) | Hosted version of the system. These are requirements that specify criteria that can be used to judge the operation of a system, rather than specific behaviours. | Completion obligatory, unless only an on-premises solution is being offered (see 3a)  NB- If both on-premises and hosted solutions are being offered, worksheet 3a does not need to be completed. |
| 4. Tendering | These requirements relate to tender management and are distinct from the purchase-to-pay functionality which is included in the Core-Specific group. | Completion required only if this solution is being offered |
| 5. Reporting | Reporting requirement excluding those specified under Tendering and Expenses. | Completion required only if this solution is being offered |
| 6. Expenses | Online expenses functionality designed to replace the current worksheet-based processes. Incorporates functionality that would be delivered by recording of Associates data on CRM. | Completion required only if this solution is being offered |

For each relevant worksheet, the column headed ‘Software Delivers Functionality? [3-0]’ should be completed for each row, selecting the most applicable response from the list below:

|  |  |
| --- | --- |
| **Score** | **Explanation of Score** |
| 3 | The proposed system has standard functionality that meets the specified Requirement Description in full without modification |
| 2 | The proposed system will require customized development/configuration in order to meet the specified Requirement Description |
| 1 | The proposed system will require a third party tool in order to meet the specified Requirement Description |
| 0 | The proposed system does not meet the specified Requirement Description |

**IMPLEMENTATION SUPPORT**

It shall be a condition of the contract that implementation of the proposed solution, including integration with the GDC’s Microsoft Dynamics CRM system, is fully supported by supplier.

**DATA MIGRATION**

There will be an element of data migration between the GDC’s existing system and the newly implemented solution. The supplier will be required to undertake this work.

**ON-GOING SUPPORT**

The supplier is required to provide on-going system support with a help desk available during the hours 9am to 5pm Monday to Friday

Should a cloud based system be proposed, we would expect the service level agreement to commit to at least 99.7% uptime.

**GENERAL DENTAL COUNCIL**

**CONTRACT FOR THE PROVISION OF A**

**FULLY INTEGRATED GENERAL LEDGER ACCOUNTING SYSTEM**

**INFORMATION TO BE PROVIDED BY TENDERER**

**PART A – GENERAL INFORMATION**

1 Full name, address and website of the Tenderer:

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| Town/City |  |
| Postcode |  |
| Country |  |
| Website |  |

2 Name, position, telephone number and e-mail address of main contact for this project.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Telephone Number |  |
| Fax Number |  |
| E-mail |  |

3 Current legal status of the Tenderer

|  |  |  |  |
| --- | --- | --- | --- |
|  | Please  (tick one box) |  | Please  (tick one box) |
| Partnership |  | Public Limited Company |  |
| Limited Liability Partnership |  | Other\* |  |

*\* If “Other” please provide details on a separate sheet. If a consortium, please outline the proposed legal structure of the consortium including an organisation chart and a full description of each member’s role.*

4. Date and place of formation of the Tenderer, registration under the Companies Act, please provide copies of Certificate of Incorporation and any changes of name, registered office and principal place of business.

|  |  |  |  |
| --- | --- | --- | --- |
| Date established or registered |  | Registration number |  |
| Registered Office |  | | |
| Please provide in no more than 500 words on a separate sheet a brief description of the Tenderer’s primary business and main products and services. | | | |

5. Please provide a one-page chart illustrating the ownership structure of the Tenderer including relations to any parent or other group or holding companies.

|  |  |
| --- | --- |
| Ownership structure enclosed (please ✓) |  |

6. Number of employees in total. Number of employees available to service the requirements of this contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Total number of staff employed |  | Number of employees qualified and available to service the requirements of this contract. |  |

**PART B – INSURANCES**

7. Please provide evidence of the employers' liability, public liability insurance and professional liability or indemnity insurance held.  The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.

|  |  |
| --- | --- |
| Insurance Details Enclosed (please ✓) |  |

8. Please provide a statement of any material pending or threatened litigation or other legal proceedings (where not otherwise reported) where the claim is of a value in excess of £50,000

|  |  |
| --- | --- |
| Disclosure of legal proceedings Enclosed (please ✓) |  |

PART C – CONTRACTUAL MATTERS

Please answer the following questions regarding contracts. **If the answer to any of the questions is ‘Yes’, please provide a full details on a separate sheet.**

9. Has the Tenderer ever suffered deductions for liquidated and/or ascertained damages in respect of any contract within the last two years?

|  |  |
| --- | --- |
| Deductions for liquidated and/or ascertained damages | YES / NO *(please delete)* |

10. Has the Tenderer ever had a contract terminated or its employment determined under the terms of the contract in the last three years?

|  |  |
| --- | --- |
| Contract terminated / employment determined | YES / NO  *(please delete)* |

11. Has Tenderer ever failed to receive a contract renewal on the basis of unsatisfactory performance in the last three years?

|  |  |
| --- | --- |
| Failed to receive contract renewal | YES / NO  *(please delete)* |

12. Is there any material pending or threatened litigation or other legal proceedings connected with similar projects against the Tenderer that may affect delivery of this project?

|  |  |
| --- | --- |
| Legal proceedings pending | YES / NO  *(please delete)* |

PART D - EXPERIENCE OF PROVIDING SIMILAR SERVICES

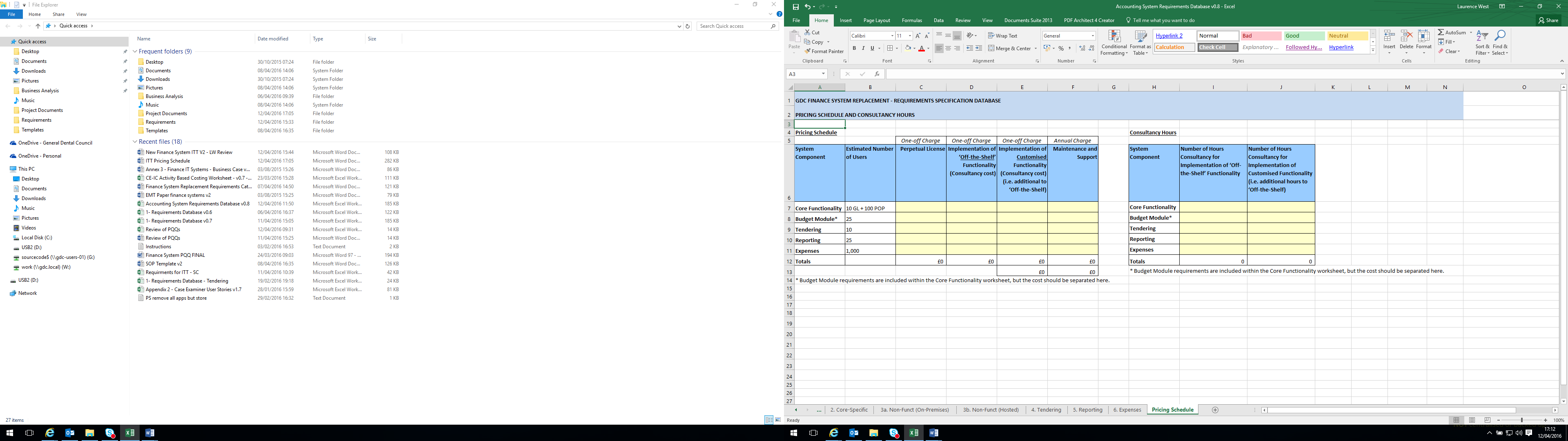
Please provide the following information:-

* details of specific solution(s) you have supplied to previous customers
* your role in delivering the solution(s)
* whether you worked as a main supplier or as a sub-contractor
* whether you worked with a third party and if so to what extent
* the scope of the solution(s) provided (subject, extent and focus)
* the scale (size and value of the project(s))
* the level of resource allocated to the project(s).

PART E – TECHNICAL INFORMATION

As part of their tender submission tenderers are required to, as a minimum:

* Return the completed “Accounting System Requirements Database” workbook attached. Where customized development/configuration of functionality is shown to be needed, information as to how this will be delivered and similarly where a third party tool is to be employed, how this will be delivered and managed.
* Provide details of their proposed solution
* Provide an outlined implementation plan and methodology indicating key dates and milestones
* Provide details of individual consultancy hours included in the above plan, broken down by system component. Please use the Pricing Schedule worksheet in the Accounting System Requirements Database workbook as shown below:



* Information on the key individuals who will be responsible for the implementation of the proposed solution
* Provide details as to what level and type of GDC resources will be needed to support the implementation
* Provide details of their on-going support service - how this is structured, when is it available, response times, etc.

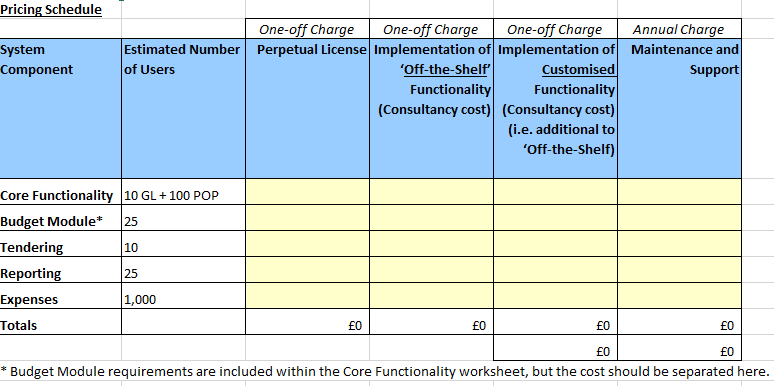
**GENERAL DENTAL COUNCIL**

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**PRICING SCHEDULE**

*Please note that should your tender be accepted, the GDC will not accept any fees or charges not identified in this document.*

Tenderers are required to set out their detailed pricing structure for servicing the GDC’s requirements. Please use the Pricing Schedule worksheet in the Accounting System Requirements Database workbook as shown below:

Variations

Please indicate the period for which the above mentioned pricing will remain firm and how any variations to pricing will be managed in future. The GDC will only accept variations based on an agreed and publicised index (such as the Services Producer Price Index).

**GENERAL DENTAL COUNCIL**

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**FORM OF TENDER**

To: The General Dental Council

Having examined the Terms and Conditions of Contract and the Specification for the provision of Contract for the Provision of a Fully Integrated Accounting System, I/We offer to carry out the whole of the said services in conformity with the said Terms and Conditions of Contract and Specification.

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive, and that I/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. I/We also certify that I/We have not done and 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 the amounts 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;

b. 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;

c. 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 Form of Tender the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signature: Designation:

For and on behalf of:

Address:

Date: Tel. No.