



# REFURBIT

Secure WEEE, Computer & Electrical Recycling

## READ ME FIRST

### INSTRUCTIONS AND INVITATION TO TENDER

**October 2023**

Please note that your response to this invitation to tender must be submitted to [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) before **\*1700 hrs on 31/10/2023\*** All reference to Centre means **Refurbit**

**YOU SHOULD READ THIS DOCUMENT BEFORE COMPLETING YOUR APPLICATION**

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## DOCUMENT 1

### INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

1. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

If you have any doubts as to what is required or have difficulty in providing the information requested, please ask questions via email to [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) with the subject heading **TENDER QUESTION**. Pre-tender negotiations are **not** allowed. The deadline for submitting clarification questions is **1700hrs** on **27/10/2023**. Our replies to your tender questions will be shared to others who are quoting if they are relevant.

Applicants must not contact any employee of the organisation and its associates to obtain any additional information about this procedure. **Any contact made other than through the email [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) may result in your submission being excluded from the evaluation process.** We aim to answer questions within 1-2 working days of them being received.

#### Expression of Interest

2. Please register your interest in the tender by emailing [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) with the following in the subject heading “expression of interest: Solar tender” By doing this you are not obligated to submit an application: it simply ensures a fair process and that all interested parties are kept up to date with any additional information or changes to the information.

#### Incomplete Tender

3. Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

#### Returning Tenders

4. Please submit your completed tender application via email to: [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) with the subject heading **\*Solar Project\***. Tenders must be received by **\*1700hrs, 31/10/2023\*** **Tenders received after the closing date will be rejected.**

**N.B.** *It is important that you give your email the correct heading for it to be retained unopened until the deadline, to ensure a fair process.*

#### Receipt of Tenders

5. Tender applications will be accepted up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

### **Acceptance of Tenders**

6. By issuing this invitation the Centre is not bound in any way and does not have to accept the lowest tender.

<b>Any tenders received after the closing date and time will be rejected.</b>
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### **Inducements**

7. Offering an inducement of any kind in relation to obtaining this or any other contract with the Centre will disqualify your tender from being considered and may constitute a criminal offence.

### **Confidentiality of Tenders**

8. Please note the following requirements, you must not:

- Tell anyone else what your tender price is or will be before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

### **Costs and Expenses**

9. You will not be entitled to claim from the Centre any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

### **Notice of Award**

10. Following the award of contract, unsuccessful bidders will receive a courtesy notification.

### **Evaluation Criteria**

11. The tender process will be conducted in a manner that ensures tenders are evaluated fairly. Bids will be scored using the criteria given in Document 3. Names of tenderers will be removed, and each tender will be marked separately by two markers. Marks will then be moderated to determine the final score. **NOTE: If any threshold questions are not met the tender will be disregarded**

### **Freedom of Information**

12. The Centre is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Centre may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please 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. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Centre should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

### **Tender Period**

13. Due to the evaluation process, the Centre requires tenders to remain valid for at least 3 months.

### **Basis of the Contract**

14. The specification in Document 2, the responses provided in document 4 and the terms and conditions in Document 5, together with any special requirements, will form the basis of the contract between the successful tenderer and the Centre.

### **Personnel Security Standard**

15. The successful contractor will need to assure the Centre that staff supplied under the contract including its own staff and those of sub-contractors who need unsupervised access to the Centre's assets including but not limited to premises, IT equipment and classified information meet required Disclosure Barring Standards (DBS).

16. This timetable is provisional and may be subject to change but will be adhered to by the Centre as far as reasonably possible.

**Please note:** Office hours are 9:00 – 17.00, Monday – Friday.

<b>Any tenders received after the closing date and time will be rejected.</b>
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**Refurbit's Schedule**

TASK	DEADLINE
Publication ITT	<b>16/10/2023</b>
Registration of Interest start	<b>16/10/2023</b>
Site Visits begin ( <b>by appointment, book via email <a href="mailto:sam@refurbit.co.uk">sam@refurbit.co.uk</a></b> )	<b>18/10/2023</b>
Site visits end	<b>27/10/2023</b>
Final date for clarification questions	<b>27/10/2023</b>
ITT closes	<b>31/10/2023</b>
Notification of Award decisions issued	<b>06/11/2023</b>
Contract Entered Into	<b>W/C 13/11/2023</b>
Anticipated start date	<b>W/C 27/11/2023</b>

Please return your completed tender via email to [sam@refurbit.co.uk](mailto:sam@refurbit.co.uk) with the subject heading SOLAR TENDER, to enable it to be retained unopened until the closing date.

## DOCUMENT 2

### SPECIFICATION OF REQUIREMENT

#### 1 Introduction/Background

Refurbit is a ITAD (IT Asset disposal) Company that deals mainly with WEEE (Waste Electrical and Electronic Equipment) recycling, that are either redundant or faulty. We provide businesses (both big and small) with a vital outlet to allow them to dispose of their equipment reliably, safely, and securely without needing the knowledge or the time to process all of the device up to compliance and government regulation.

We will then refurbish or recycle the equipment to give it a new lease of life, rather than it is becoming more WEEE waste in the landfills.

#### 2 Purpose

We (Refurbit) are looking to further reduce our carbon emissions whilst reducing our reliance and dependence on the grid.

We would therefore like Solar Pannels to provide all of our current and future electrical needs for the premises

#### 3 Requirements

- a) We are looking to install Solar Panels (with inverter) on one side of our roof

We are currently using 9000kwh per year but expect this to triple if not more in the next coming months.

- b) Please state the maximum warranty period you can offer for this installation, please provide as part of your answer to quality question b.
- c) Calculation of the carbon reduction must be done by using the BEIS 2017 conversion factors. Evidence will be required of how you have calculated the proposed figure and should be included in your answer to quality question b.
- d) The successful contractor shall have to undertake a contractor induction procedure

## DOCUMENT 3

### EVALUATION CRITERIA

The most economically advantageous quotation, will be selected, using the following price: quality ratio:-

65% Price : 35% Quality

Your responses to the Quality questions will be assessed based on the score mechanism shown below:-

<b>QUALITY ASSESSMENT SCALE</b>		
Tenderers should be aware that when scoring evaluators will be considering the following: <ul style="list-style-type: none"> <li>• How well does the Tenderer's response meets the centre/authority's requirements</li> <li>• How well does the Tenderer's response demonstrate a satisfactory understanding of requirements</li> <li>• Is the Tenderer's response supported by a good standard of evidence</li> </ul>		
<b>Assessor Score</b>		<b>Rating</b>
<b>5</b>	Significant assurance supported by a robust, comprehensive Tender without any errors / omissions	<b>Excellent</b>
<b>4</b>	Demonstrates overall ability to deliver the requirements with no cause for concern	<b>Good</b>
<b>3</b>	Demonstrates ability to deliver in most aspects but doesn't quite meet the criteria for a 'good' score.	<b>Satisfactory</b>
<b>2</b>	Demonstrates ability to deliver but has a number of omissions which preclude a higher score	<b>Fair</b>
<b>1</b>	Fails to demonstrate overall ability to deliver the Services to an adequate level	<b>Poor</b>
<b>0</b>	Significant shortcomings which raise major concerns for the Authority	<b>Very poor</b>



## DOCUMENT 4

### DOCUMENTS TO BE COMPLETED BY THE SUPPLIER

#### PRICE SCHEDULE

Suppliers are required to fully complete and return the following Pricing Schedule.

Element	Price
Fixed cost to deliver all aspects of the specification excluded VAT	£
<b>Please provide a breakdown of your total cost:</b>	
PLEASE SEE QUOTATION LETTER WHERE YOU WILL FIND A COMPLETE BREAKDOWN	£
MATERIALS	£
SERVICES	£

#### QUALITY ASSESSMENT

The quality score will consider the following principal factors:-

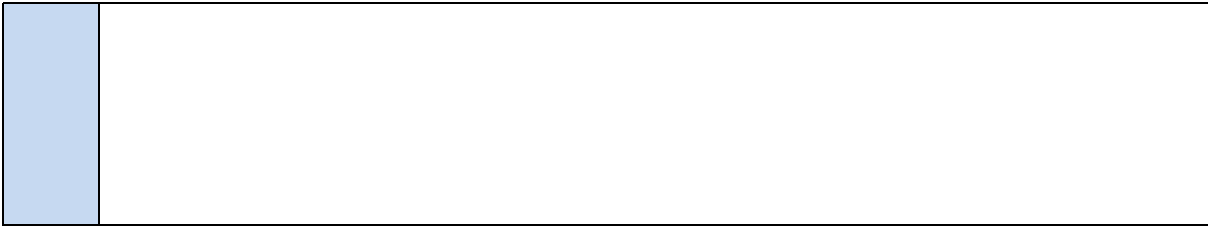
Evaluation Criteria	Weighting (%)
<b>Quality (Technical Specification)</b>	
A) Experience	5%
B) Overall proposal	30%

## TECHNICAL SPECIFICATION

Suppliers are required to fully respond to each of the following quality questions:-

A)	<p>Experience</p> <p>Please provide details of your experience in delivering similar projects</p> <p><b>(Max 200 words).</b></p>	5%
<p><i>Response:</i></p>		

b)	<p>Overall Proposal</p> <p>Please provide details of how you will meet all the requirements of the specification</p> <p>Your response should include the following:</p> <ul style="list-style-type: none"> <li>• Details of the products to be installed</li> <li>• Health and Safety of product &amp; service life</li> <li>• Lead Time/project plan</li> <li>• Carbon reduction level including evidence of how the figure was calculated using the BEIS 2017 conversion factor.</li> <li>• Payment Terms</li> <li>• Warranty Period</li> </ul> <p><b>(Max 500 words).</b></p>	30%
<p><i>Response:</i></p>		

**DOCUMENT 5****Terms and Conditions  
FOR: Solar Panel Installation**

**THIS CONTRACT IS DATED 06/11/2023 for the awarded tenderer.**

(Please read, for information, DO NOT ADD details and DO NOT sign)

**Parties**

1) Refurbit Yorkshire and

\*\*\*Choose the appropriate paragraph 2 from those below, then delete the others\*\*\*

2) \*\*\*enter full local authority name\*\*\* of \*\*\*enter the full address\*\*\*  
("the Contractor").

2) \*\*\*enter the name of the university or further education college\*\*\* of  
\*\*\*enter the full address\*\*\* ("the Contractor").

2) \*\*\*enter individual's name\*\*\* (a partner in the partnership of \*\*\*enter  
the name of the partnership\*\*\* of \*\*\*enter the full address\*\*\*  
("the Contractor")

2) \*\*\*enter individual's name\*\*\* (trading as \*\*\*enter the trading  
name\*\*\*) of \*\*\*enter the full address\*\*\* ("the Contractor")

**Recitals**

The Contractor has agreed to consult with **your company name** to provide services leading to and involving the Supply & Fit of **Solar PV System** as described in tender information. The aim is to lower our energy consumption and our carbon footprint.

## 1 Interpretation

### 1.1 In this Contract the following words shall mean:

“the Services”	the services to be performed by the Contractor as described in Schedule 1;
“the Contract Manager”	<u>***name and full address of the Centre's Contract manager***</u>
“the Contractors Contract Manager”	<u>*** name of the Contractors Contract Manager***</u>
“Confidential Information”	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Centre;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Centre's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Centre, including all IPRs, together with all information derived

	from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	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 or relevant Government Department in relation to such legislation;
"His Majesty's Government"	means the duly elected Government for the time being during the reign of His Majesty and/or any department, committee, office, servant, or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Centre in connection with the Contract.
"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;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

**1.2** References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

**1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

## **2 Commencement and Continuation**

The Contractor shall commence the Services on tbc and, subject to Clause 10.1 shall complete the Services on or before tbc<sup>1</sup>

This Contract shall be deemed to have been effective from tbc<sup>2</sup>

## **3 Contractor's Obligations**

**3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in their tender.

**3.2** The Contractor shall comply with the accounting and information provisions of their tender.

**3.3** The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

## **4 Centre's Obligations**

The Centre will comply with the payment provisions the tender provided that the Centre has received full and accurate information and documentation submitted by the Contractor for work completed to the satisfaction of the Centre.

## **5 Changes to the Centre's Requirements**

**5.1** The Centre shall notify the Contractor of any material change to the Centre's requirement under this Contract.

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<sup>1</sup> Date now to changed due to revision of expenditure and procurement

<sup>2</sup> Date now to changed due to revision of expenditure and procurement

- 5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Centre provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs is to be agreed between the parties in writing.

## **6 Management**

- 6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

## **7 Contractor's Employees and Sub-Contractors**

- 7.1** Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.3** The Contractor shall immediately notify the Centre if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4** The Contractor, its employees, and sub-contractors (or their employees), whilst on Centre premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Centre's reasonable security requirements as required from time to time.

## **9 Warranty and Indemnity**

**9.1** The Contractor warrants to the Centre that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care, and diligence and to such high standards of quality as it is reasonable for the Centre to expect in all the circumstances. The Centre will be relying upon the Contractor's skill, expertise, and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the

services and the accuracy of any documents conceived, originated, made, or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material, and workmanship.

**9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract, then the Centre shall be entitled, where appropriate to:

**9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Centre; or

**9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

**9.3** The Contractor shall be liable for and shall indemnify the Centre in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Centre or otherwise arising out of or in the course of or caused by the provision of the Services.

**9.4** The Contractor shall be liable for and shall indemnify the Centre against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor

**9.5** All property of the Contractor whilst on the Centre's premises shall be there at the risk of the Contractor and the Centre shall accept no liability for any loss or damage howsoever occurring to it.

**9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce



to the Centre, their policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## **10 Termination**

- 10.1** This Contract may be terminated by either party giving to the other party at least 2 days' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Centre with immediate effect by notice in writing if at any time:
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
  - 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
  - 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
  - 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
  - 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Centre in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
  - 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related

to the business or professional conduct

- 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
- 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Centre in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11 Status of Contractor**

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Centre.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Centre.

## **12 Confidentiality**

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1** treat the other party's Confidential Information as confidential and safeguard it; accordingly, and
- 12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
- 12.2.1** such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the

Environmental Information Regulations pursuant to Clause 13 (Freedom of Information).

- 12.2.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner.
- 12.2.3** such information was obtained from a third party without obligation of confidentiality.
- 12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 12.2.5** it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Centre's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Centre's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Centre from disclosing the Contractor's Confidential Information:
- 12.6.1** for the purpose of the examination and certification of the Centre's accounts;  
or
- 12.6.2** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Centre has used its resources.
- 12.7** The Centre shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Centre's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its

normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

### **13 Freedom of Information**

- 13.1** The Contractor acknowledges that the Centre is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Centre to enable the Centre to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1 transfer to the Centre all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information.
- 13.2.2 provide the Centre with a copy of all Information in its possession, or power in the form that the Centre requires within five Working Days (or such other period as the Centre may specify) of the Centre's request; and
- 13.2.3 provide all necessary assistance as reasonably requested by the Centre to enable the Centre to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Centre shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Centre.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Centre may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Centre shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

**13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Centre to inspect such records as requested from time to time.

#### **14 Access and Information**

The Contractor shall provide access at all reasonable times to the Centre's internal auditors or other duly authorised staff or agents to inspect such documents as the Centre considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

#### **15 Transfer of Responsibility on Expiry or Termination**

**15.1** The Contractor shall, at no cost to the Centre, promptly provide such assistance and comply with such timetable as the Centre may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Centre shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

**15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

**15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Centre to ensure an orderly transfer of responsibility.

#### **16 Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Centre may have in place from time to time.

## **17 Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Centre. Such consent may be given subject to any conditions which the Centre considers necessary. The Centre may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

## **18 The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

## **19 Waiver**

No delay by or omission by either Party in exercising any right, power, privilege, or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy.

## **20 Notices**

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Centre) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

## **21 Dispute resolution**

**21.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

**21.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

**21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

## **22 Discrimination**

- 22.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 22.2** The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

## **23 Law and Jurisdiction**

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

## **24 Exit Plan**

- 24.1** As part of the life cycle of the contract an exit plan (“the Exit Plan”) will be prepared to allow the smooth closure (or transfer) of the contracted activities.
- 24.2** The Centre and the contractor shall jointly agree a plan for communicating with all partners, the Centre’s and the contractor’s employees during any exit period as a part of the Exit Plan. The Plan shall set out the most effective vehicles for such communications and the assignment of responsibility to the party best placed to manage such communications.
- 24.3** Arrangements for communication with the Centre and the contractor’s partners and employees shall be made so as to avoid any detrimental impact upon the parties’ respective business as a result of undertaking any transfer contemplated by the Exit Plan.
- 24.4** The parties to the contract shall share the responsibility for release of information in connection with the Exit Plan.

Authorised to sign for and on  
behalf of **your company name**

Authorised to sign for and on  
behalf of the Contractor

Signature

Signature



Funded by  
UK Government



Name in CAPITALS

Name in CAPITALS:-

Position in Organisation

Position in Organisation Contracts  
manager

Address in full

Address in full:-

Date

Date:-



## Appendix 1 -

### Expenditure

#### 1 Table

\*\*\*Example Table\*\*\*

Task	Cost	Total	Invoice date
<b>Grand Total (excluding VAT)</b>			

\*\*\*'VAT will be payable at the prevailing rate' or 'the above prices are inclusive of VAT'  
delete as appropriate\*\*\*

\*\*\*end of example\*\*\*

- 2 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the agreed Table. Such accounts shall be retained for at least 10 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
  
- 3 The Contractor shall permit duly authorised staff or agents of the Centre or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Centre reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Centre's resources in the performance of this Contract.

- 4 Invoices shall be prepared by the Contractor monthly or on the invoice dates specified in the Table, in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Centre within the terms of another contract.
- 5 Invoices shall be sent, within the end of the relevant month to accounts, **Refurbit 22 Park Street, Hull, HU2 8RR, [Invoice@refurbit.co.uk](mailto:Invoice@refurbit.co.uk)** quoting the Contract reference number. The Centre undertakes to pay correctly submitted invoices within 30 days of receipt. The Centre shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 6 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Centre's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Centre shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Centre's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 7 If this Contract is terminated by the Centre due to the Contractors insolvency or default at any time before completion of the Service, the Centre shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 8 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 9 The Centre shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified in the tender.
- 10 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Centre all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Centre shall have no further liability to make reimbursement of any kind.