



Invitation to Tender

Managed Print and Photocopy Solution

Return date - Midday Friday 18th June 2021

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Invitation to Tender Letter

21 May 2021

Dear Sir/Madam,

Tender for Managed Print and Photocopy Solution

You are invited to submit a tender for the supply of the above in accordance with the attached documentation.

All tenders must be submitted in paper format. One original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy".

Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened for verification purposes only should the need arise.

All tenders must be received by the due date and time indicated in the timetable.

The tender envelope must be addressed as follows:

Tender for Managed Print and Photocopy Solution
The Business Manager
Cotham School
Cotham Lawn Road
Bristol
BS6 6DT

Your tender must remain open for acceptance for 90 days from the date of return.

Any enquiries relating to the attached documentation should be directed to me by email on CarpenterE@cotham.bristol.sch.uk

Tenders are to be received no later than noon on Friday 18th June 2021

Yours Sincerely

Ed Carpenter
Assistant Business Manager - Facilities and IT Services Lead

Section 1 - Confidentiality

Tenderer(s) shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives, which are of a confidential nature and have been disclosed to the tenderer(s) by Cotham School or any other confidential information concerning Cotham School's business or vital information which the tenderers may obtain. Tenderers shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the tenderer's obligations to Cotham School and shall ensure that such employees, agents or sub-contractors are subject to the obligations of confidentiality as bind the tenderers.

Section 2 - Freedom of Information

Cotham School undertakes to hold confidential any information provided by tenderers in response to this notice subject to any obligations under the law, including the Freedom of Information Act.

Tenderers are asked to consider if any of the information supplied by them in response to this notice should not be disclosed because of its sensitivity. If this is the case, potential service providers should, when providing the information, identify the same and specify the reasons for its sensitivity. Cotham School will consult with potential service providers about sensitive information in relation to dealing with any Freedom of Information (FOI) request received.

If tenderers consider that none of the information supplied by them is sensitive, they should make a statement to that effect. Such information may be released in response to an FOI request.

Section 3 - Project Outline

Cotham School is seeking proposals for a managed service providing print and photocopying facilities.

This tender seeks to establish a contract which will provide an enhanced, value for money print and copy service to users while improving operational efficiency and reducing overall costs.

Objective

The objective of the project is to put in place a three year Managed Print/Copy Solution. It is envisaged that the contract will support the schools policy of elimination of personal printers through the use of shared devices and provide up to date management information on individual printing volumes and costs.

The scope of this tender includes:

- Provision of a range of devices on-site which will provide for secure printing and combine photocopy, scanning, and printing facilities.
- On-site hardware support and preventative maintenance of these devices.
- Provision of additional facilities and services on an ad-hoc basis to support on-site.
- Full training for print room staff upon installation of the equipment.

Users

The system will be used by all staff and students at Cotham School.

Enquiries

Cotham School will respond by email to all questions asked during the tender process. All questions and responses will be sent to all suppliers who have raised questions and all suppliers who have expressed an interest in receiving these answers.

Tenderers who raise questions will not be identified. All questions must be submitted via email by the date and time specified on the timetable below.

Clarifications of terms and conditions and technical issues of the tender process shall be directed to:

Ed Carpenter

Assistant Business Manager - Facilities and IT Services Lead

Telephone: 0117 919 8000

E-mail: carpentere@cotham.bristol.sch.uk

All queries should be raised via email in the first instance.

Timescales

Topic	Date
Invitation to tender opens	Friday 21 May 2021
Opportunity to ask questions/raise queries ends	Wednesday 16 June 2021 (Midday)
Tender return date	Friday 18 June 2021 (Midday)
Contract award	Wednesday 30 June 2021
Installation commences	Monday 9 August 2021
Contract start date	Wednesday 1 September 2021
Contract terminates	Saturday 31 August 2024

Section 4 - Specification

Project Description

The main components of the service will be:

- Provision of appropriate devices to address the required volumes and service levels.
- Small to medium print requirements will be met by shared printer/copiers within each office area.
- Large print and colour jobs will be delivered by the devices in the central printing room facility, which are included in this contract.
- Management of support and operational services to include proactive replenishment of toners, staples, preventive and reactive maintenance, periodic cleaning of devices, an annual full service of all photocopiers, etc.
- A Service Level Agreement to be agreed by both parties before the contract goes live with emphasis on equipment maintenance, parts turn-around, on-site consumables storage, etc.
- Reprographics hardware should be subject to an 2 hour response time for breakdowns.
- All other equipment should be subject to an 8 hour response time for breakdowns.

The subject of this tender is the supply of the following goods

Specification	Location	Quantity Required
<p>HIGH CAPACITY A3 MONOCHROME MFD At least 65 pages per minute A4 At least 34 pages per minute A3 A3 Multifunction Device Print, Copy and Scan Capability Duplex Document Feeder Duplex Printing Capabilities Network Ready Inbuilt MiFare card reader (Not an external attachment) Booklet finisher with saddle stitch stapling 1 Staple and 2 Staple Finishing Ability 2 Hole & 4 Hole Punch Ability Embedded terminal into Print Solution Software</p>	<p>Reprographics</p>	<p>1</p>
<p>HIGH CAPACITY A3 MONOCHROME MFD At least 65 pages per minute A4 At least 34 pages per minute A3 A3 Multifunction Device Print, Copy and Scan Capability Duplex Document Feeder Duplex Printing Capabilities Network Ready Inbuilt MiFare card reader (Not an external attachment) Booklet finisher with saddle stitch stapling 1 Staple and 2 Staple Finishing Ability 2 Hole & 4 Hole Punch Ability Embedded terminal into Print Solution Software High Capacity A4 Paper Tray (At least 2,500 sheets)</p>	<p>Reprographics</p>	<p>1</p>

Specification	Location	Quantity Required
<p>HIGH CAPACITY A3 COLOUR MFD At least 65 pages per minute A4 At least 34 pages per minute A3 A3 Multifunction Device Print, Copy and Scan Capability Duplex Document Feeder Duplex Printing Capabilities Network Ready Inbuilt MiFare card reader (Not an external attachment) Booklet finisher with saddle stitch stapling 1 Staple and 2 Staple Finishing Ability 2 Hole & 4 Hole Punch Ability Embedded terminal into Print Solution Software High Capacity A4 Paper Tray (At least 2,500 sheets)</p>	<p>Reprographics</p>	<p>1</p>
<p>A3 COLOUR MFD At least 30 pages per minute A4 At least 15 pages per minute A3 A3 Multifunction Device Print, Copy and Scan Capability Duplex Document Feeder Duplex Printing Capabilities At least 1x 500 sheet A4 paper tray and 1x 500 sheet A3 paper tray Network Ready Inbuilt MiFare card reader (Not an external attachment) Embedded terminal into Print Solution Software</p>	<p>A024 Staff Room A030 Exams Office A1XX Corridor A2XX Corridor B0XX Corridor B005 Library Main Site B017 SEN Corridor C101 Art Lobby C206 Science Lobby D101 Technology Lobby E100 Performing Arts Lobby F100 PE Lobby G000 Charnwood Ground Floor G106 Charnwood Library G110 Post 16 Common Room G203 Charnwood Staff Room K0XX Corridor K1XX Corridor</p>	<p>1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 1 1 1</p>

Specification	Location	Quantity Required
A4 COLOUR MFD At least 30 pages per minute A4 A4 Multifunction Device Print, Copy and Scan Capability At least 1x 250 sheet A4 paper tray Network Ready Inbuilt MiFare card reader (Not an external attachment) Embedded terminal into Print Solution Software	A022 Finance Office A113 Business Managers Office A114 Admin Office A115 Heads PA Office C114 Student Reception H100 House	1 1 1 1 1 1
A4 COLOUR LASERJET PRINTER At least 25 pages per minute A4 Printer only Duplex Capable At least 250 Sheet Paper Tray Remote Agent for Print Solution Software (Machines to be shared via Central Print Server for logging of jobs)	A013 Kitchen Office B014 Deputy Headteacher Office A111 Main Reception A112 Headteacher's Office G111 Post 16 Reception B001 ICT Room B002 ICT Room C205 ICT Room D102 ICT Room D109 ICT Room G204 Head of Post 16 Office K104 Deputy Headteachers Office	1 1 1 1 1 1 1 1 1 1 1 1

The tender should include the supply of 40 machines (as per the requirements outlined above) plus a site license for a print management software solution.

Network Features

In addition to the above, the network features of the MFDs shall consist of the following features:

1. Ability to manage all Photocopiers centrally to update settings and user configurations.
2. Ability to enforce high volume and colour jobs to be automatically redirected to the high capacity MFDs located in the central printing room.
3. Ability to produce timely printing reports with in-depth analysis of usage and cost.
4. Ability to implement automatic duplex printing on the Photocopiers as a default setting.
5. Ability to implement “follow-me” and secure release print solutions across both the main school and post 16 centre.
6. Ability to release print jobs from the MFDs using existing MiFare Proximity Cards which are already used for access control and cashless catering.

Specification of Print Software Solution

The print management software must have the following essential features:

1. Be compatible and have no impact on the Schools existing IT systems and infrastructure.
2. Be self-managing within minimal resources and overheads on the network and IT Services Team.
3. Must be able to operate effectively on a virtual server.
4. Must have the ability to manage/report on any manufacturer's device, it is anticipated that existing devices may be redeployed and any software solution must have the ability to work with all device types regardless of manufacturer.
5. Be able to deliver both push and pull printing solutions at the same time.
6. Where pull printing is introduced the software must provide secure printing for the user and the facility to delete jobs at the device.
7. Have the ability to provide departmental/cost centre billing.
8. Have the ability to identify/report on all print/copy volumes produced on networked or local devices.
9. Have the ability to record and provide a centralised report on all print/copy, as a minimum, the following information is required: user name, departmental name/cost centre/course, date and time of print/copy, device used, whether the print/copy was mono or colour, simplex or duplex, the number of pages and the cost of print/copy job.
10. Have the capability to set maximum and minimum print/copy volumes for both mono and colour, by user/department.
11. Have the capability to introduce rules to divert print to the most cost effective device or to specific devices defined by the administrator.
12. Where print is diverted the capability must advise the user where/which device the print/copy will be produced on.
13. Have the facility to provide the user with detail of the most cost effective device to print a job on.
14. Have the capability to automatically reorder print consumables as and when required by the device.
15. Have the capability to automatically call for service when maintenance/parts are required.
16. Have the capability to request and report whether routine maintenance calls have been undertaken on the device.
17. Have the capability to detect the users login when entered automatically, no user set-up required
18. Have the capability to show the user the cost of the print job, the users overall balance either by (pop up dialogue box or similar on pc and on the device), before the job is printed/copied.

19. Have the reporting capability to show: the cost savings made from the introduction of the managed print solution and the cost saving associated with diverting print to the most cost effective device.
20. Have the facility to allow end users to print letter headed paper from template documents.
21. Have the facility to cancel down print jobs that have not been released by a user within a given time period.
22. Have the facility to notify administrators/users that paper is out at a specific device.
23. Have the facility to provide an inventory schedule identifying the device location, site, building room etc.
24. Must have the facility to restrict the printing of specific file types.
25. Must support printing from Microsoft Windows 10, Macintosh OS and Apple iOS.
26. Must offer the ability to for job ticketing to manage jobs coming into the reprographics room.

PaperCut MF

1. Cotham School uses PaperCut MF for the current printing solution.
2. Cotham School would ideally prefer to keep PaperCut MF for the duration of the new contract.
3. The new contract should include the cost of maintenance for PaperCut or a suitable alternative for the duration of the contract.
4. The current PaperCut MF License has the following features:
 - Licensed users - Unlimited
 - Licensed devices - 28
 - Licensed release stations - 1
 - Licensed User Clients for Advanced Account Selection - Unlimited
 - Licensed site servers - Unlimited
 - Extra Job Ticketing Rooms - 1

All MFD's must meet the following minimum specification:

1. Be multi-functional in nature and as a minimum have the capability to print, copy, and scan to email/file/folder in colour, all functions provided in the MFD must be as robust as those provided in a standalone device (e.g. copier, printer, scanner)
2. Operate with a minimum 70gsm paper up to and including 160gsm with feed through main tray (not bypass).
3. Have the facility to be added to the School's existing network.
4. Provide duplex print as standard.
5. Be able to provide A4 print/copy as standard. Have the facility to offset/collate.
6. Must have the option to authenticate users at the device via Active Directory using their existing MiFare Proximity card..
7. Must be able to provide secure print/copy for the user.
8. Must have the facility for a user to delete unwanted print at the MFD.
9. Have the capability to show the user the cost of the job and where appropriate, the users balance before the job is printed/copied (this may be at device level or on desktop via the software package).
10. Have the capability to automatically reorder print consumables as and when required by the device.
11. Have the capability to automatically call for service when maintenance or parts are required.
12. Should be accredited for energy efficiency, for example Energy Star/Blue Angel or similar.

13. Must have low power /switch off facilities, so that the device enters sleep mode when it is not used for a specific time period.
14. Must have the facility to change the frequency of the power-down mode.
15. Must use a low melting point toner.
16. Printer drivers must be signed and approved by Microsoft and be available for all variants of Windows 10 and Server editions of Windows (including 64-bit).
17. Printer drivers should be fully supported by MAC OS and iOS devices.
18. All printers should have a 100Mbps or 1Gbps LAN connection with RJ45 presentation. Where other interfaces are included (i.e. USB/ Parallel/Serial) these should be identified, along with details on if/how these interfaces can be disabled to prevent operation/software accounting bypass.
19. Must have password control to system set up and management interface.
20. Where a scanning option is specified, MFD"s must provide a full range of scanning options such as scan to file, email, fax, etc, along with the ability to integrate with third party document management systems. Multiple file format support is required.
21. Must support multiple printer languages e.g. PCL 5, PCL 6
22. Must have an inbuilt MiFare card reader rather than an external plug in reader.

Additional information relating to MFD's - to be noted by suppliers

Lease period - for all devices, both MFDs and printers will be three years

Current Volumes - The print volumes for the past three years are shown below. We have mitigated the volumes from this academic year due to the Coronavirus pandemic.

	2017/2018	2018/2019	2019/2020
A4 Mono	2,212,680	2,427,934	1,785,865
A3 Mono	78,045	140,883	129,296
Mono Total	2,290,725	2,568,817	1,915,161
A4 Colour	156,323	155,062	131,947
A3 Colour	12,513	11,577	8,944
Colour Total	168,835	166,639	140,891
Total Pages (Mono & Colour Combined)	2,459,560	2,735,456	2,056,052

Cost – The costs in the tender should be illustrated as follows:

- A fixed quarterly cost for the lease of equipment over the three year period including all hardware and software servicing and maintenance.
- A flat per page rate across the entire fleet of devices for (1) a mono page and (2) a colour page. The cost of all consumables should be included in this per page cost.

Section 5 - Pricing Schedule

Please attach a separate breakdown of your pricing. The prices to be inserted in your Pricing Schedule shall be exclusive of VAT.

Section 6 - Instruction To Tenderers

Tenderer Liability

Tenderers will be deemed to have satisfied themselves, before submitting their tender. The correctness and completeness of the tender must have taken into account all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.

Tenders must be submitted in accordance with the following instructions. Any Tender not complying with any particular statement may be rejected by the head teacher, whose decision in the matter shall be final.

- The tender must be submitted in British Pound Sterling (£)
- Tenderers must quote all components of the price (excluding VAT). No payment will be made for items which have not been accounted for in the tender.
- The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

Invitations to tender must be treated as private and confidential. You must not disclose that you have been invited to Tender or release details of the Tender documents, other than on an “in confidence” basis to those who have a legitimate need to know or those of your professional advisors whom you need to consult for the purpose of preparing the Tender.

An Evaluation Board consisting of representatives from Cotham School will consider all tenders correctly submitted. When the final decision on the results of the Invitation of Tender has been taken; Tenderers will be informed in writing whether or not they have been successful. No other information shall be given on the progress of the tender.

Section 7 - Award Criteria

In awarding the contract, Cotham School will consider the following criteria which are not listed in any particular order of preference:

- Value for money.
- Supplier experience and reputation in the provision of an Output Management Solution.
- The ability of the supplier to deliver and maintain a reliable long-term capability that meets Cotham School's requirements effectively and cost efficiently.
- The ability to add value.
- The calibre of the staff assigned to the project.
- The degree to which the proposed solution addresses Cotham Schools business and technical requirements.
- Tender Response
- The ability of the supplier to minimise any business risk to the School.

Scoring

The following is a summary of the award criteria showing weightings that will form the basis of the award of contract

Description	Weighting
Technical Consideration	30%
Pricing Considerations	70%

The School is not obliged to accept the lowest or any tender and also reserves the right to divide the whole or part thereof between different suppliers if it thinks fit.

Cotham School is seeking a high quality service to be performed at a cost effective price.

The Tender evaluation exercise will seek to balance the issues of quality and price to ensure that the Tenderer chosen offers the best value for money to the Purchasers.

Upon receipt of formal Tenders, Cotham School will be concerned to ensure that there has been full compliance with the Invitation to Tender, and all necessary information has been supplied.

In general, Tenderers should be aware that Cotham School is looking for Contractors which can demonstrate:

- An effective and efficient method of operation of services
- Compatibility with the School's aims and policies
- Properly resourced bid, in terms of staff, equipment, premises and materials
- Good value for money in the provision of the services.
- Any samples requested must be free of charge.
- Unit rates and prices must be quoted in pounds sterling and decimal fractions of a point.

- If Cotham School suspects that there has been an error in the pricing of the Pricing Schedule, Cotham School reserves the right to seek such clarification as it considers necessary from that tenderer only.
- Cotham School does not bind itself to accept the lowest or any Tender, and where the pricing documentation permits, may accept part of a Tender.
- The Tender Documents must be returned to: - See cover Letter.
- Any Tender received after this date and time shall not be considered but shall remain unopened by the School until after the result of the Invitation to Tender has been published to Tenderers.
- Tender documents received other than strictly in accordance with the foregoing instructions will not be considered.

The information provided in the tender documents is provided by Cotham School in good faith to assist the Tenderer in preparing their Tender. No guarantee is given that it is exhaustive or that any conclusion whatsoever may be drawn from it. Accordingly the Tenderer is required to investigate all matters relating to the preparation of their Tender themselves, in order to ensure that their Tender takes into account all matters and circumstances and is therefore fully comprehensive and inclusive.

Tenders are to be submitted for the Period specified in the Conditions of Contract.

The tender must remain open for acceptance for 90 days from the date of return.

Section 8 - Form of Tender

TENDER FOR MANAGED PRINT AND PHOTOCOPY SOLUTION

TO: COTHAM SCHOOL

FORM OF AGREEMENT

- I/We having read the Tender Documents and Standard Conditions of Contract do hereby tender and undertake to execute and complete the Goods, Services and/or Works in accordance with the Contract Documents for the sum as set out in the pricing schedule.
- Agree that the insertion of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the Standard Conditions of Contract and that such action may cause the tender to be rejected.
- Agree that this tender shall remain open to be accepted or not by the School for a period of 90 days from the closing date for the receipt of tenders stated in the Instructions to Tenderers.
- Unless and until a formal agreement is prepared and executed to which I/We undertake to execute, this tender together with your acceptance thereof in writing, shall constitute a binding contract between us.
- Understand that you are not bound to accept the lowest or any tender you may receive.
- Certify that this is a bona fide tender.

CANVASSING STATEMENT

I/We certify that no canvassing or soliciting of member or employee of the School, in connection with the award of the tender or any other tender or proposed award of the Tender for the services, goods and/or works and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

Further hereby undertake that no in the future canvassing or soliciting of any member or employee of the School in connection with this Tender or any other Tender or proposed Tender for the services, goods and/or works and that no person employed or acting on my behalf will do any such act.

COLLUSIVE TENDERING STATEMENT

In recognition of the principle that the essence of selective tendering is that the School shall receive bona fide competitive tenders from all those tendering.

The tender submitted herewith is a bona fide tender intended to be competitive.
We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We have not done, and we undertake that we will not do at any time, any of the following acts: -

- Communicate to any person other than the School (as part of formal tender document) the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tenders was essential to obtain insurance premium quotations required for the preparation of the tender)

- Enter into any agreement with any other person/organisation that may take part in the tendering process
- Offer, pay, give or agree to give any sum of money or valuable consideration to any member, officer or employee of the School or any person/organisation that may take part in the tendering process

DECLARATION

I/We

Of

Hereby confirm that I/We have read and understood the content of this Schedule, that is

1. Form of Agreement
2. Canvassing Statement
3. Collusive Tendering Statement

and agree to be bound by the terms herein. I/We hereby submit an offer in respect of this Tender, and offer to perform, fulfil and keep all the obligations of the Contractor in accordance with the Conditions and Specification, all for the sums properly due under the Contract as calculated in accordance with the prices submitted. I/We confirm that I/We are fully conversant with all Tender Documents, and that this tender is submitted strictly in accordance with such Documents and the Instructions to Tenderers and is without any conditions or qualifications whatsoever. I/We certify that the information supplied by myself/us is accurate to the best of my knowledge.

Signature.....

Date

Section 9 - Terms and Conditions

9.1. Definitions

In these conditions “the Purchaser” means Cotham School or any designated representative “the Supplier” means the person, firm or company to whom the contract is awarded and “the goods” means any such goods as are to be supplied to the Purchaser by the Supplier (or by any of the Suppliers sub—contractors) pursuant to or in connection with this contract (“the Contract”).

9.2. The Goods

9.2.1. The Goods shall be to the reasonable satisfaction of the purchaser and shall conform in all respects with any particulars specified in this contract and in any variations thereto.

9.2.2. The Goods shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force.

9.2.3. The Goods shall be fit and sufficient for the purpose for which such Goods are ordinarily used and for any particular purpose made known to the supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Contract.

9.3. The Price

9.3.1. The price of the Goods shall be as stated in the Supplier’s tender and the purchaser will accept no increase unless agreed by them in writing.

9.3.2. Unless otherwise agreed in writing by the Purchaser, the supplier shall render an invoice in respect of delivered Goods under this Contract. Payment shall be due 30 days after delivery of a correct invoice.

9.3.3. Value added tax, where applicable, shall be shown separately on all invoices as a strictly net charge.

9.3.4. The Supplier shall be responsible for accounting to HM Customs and Excise and the Inland Revenue for all applicable taxes and duties whether on income or expenditure.

9.4. Delivery

9.4.1. The Goods shall be delivered to the place named in the tender documents. Any access to premises that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever and the Supplier shall indemnify the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs, and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-contractors.

9.4.2. Where access to the premises is necessary in connection with delivery the Supplier and their subcontractors shall at all times comply with the reasonable requirements of the site Manager.

9.4.3. Delivery times shall be of the essence and failure to deliver the Goods within the times promised or specified shall enable the Purchaser (at their option) to release themselves from any obligation to accept and pay for the Goods and/or to cancel all or part of the Contract therefore, in either case without prejudice to their other rights and remedies.

9.4.4. The Goods must not be left on doorsteps or other exposed places, but must be delivered, offloaded and placed in the building in such positions as the site manager or their representative may request at the Supplier’s own risk, in such quantities and at such times as specified on each order issued under this arrangement.

9.5. Property and Risk

Risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser pass at the time of delivery.

9.6. Inspection, Rejection and Guarantee

- 9.6.1.** The Supplier shall permit the Purchaser or their authorised representatives to make any inspections or tests they may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.
- 9.6.2.** The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements specified herein. Such notice shall be given within a reasonable time after delivery of the Goods concerned. If the Purchaser shall reject any of the Goods pursuant to this Condition the Purchaser shall be entitled (without prejudice to their other rights and remedies) either:
- to have the Goods concerned as quickly as possible either replaced by the Supplier or (as the Purchaser shall elect) replaced with an equivalent product which complies in all respects with the requirements specified herein; or
 - to obtain a refund from the Supplier in respect of the Goods concerned.
- 9.6.3.** Delivery vehicles, containers, carriers, baskets, trays etc. must be supplied by the Supplier for use by the Purchaser and their employees in the performance of the arrangement and shall be perfectly clean and suitable for the purpose of protecting goods from contamination during transport and delivery.
- 9.6.4.** Any Goods rejected or returned by the Purchaser shall be returned to the Supplier at the Supplier's risk and expense. Property in the Goods shall pass back to the Supplier at the time the Goods are returned.

9.7. Health and Safety

The Supplier represents and warrants to the Purchaser that the Supplier is satisfied that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are safe and without risk to the health or safety of persons using the same. The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses the Purchaser may suffer or incur as a result or in connection with any breach of this condition.

9.8. Indemnity and Insurance

- 9.8.1.** Without prejudice to any rights or remedies of the Purchaser the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from the negligent or wrongful act or omission of the Supplier.
- 9.8.2.** The Supplier shall effect with reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these conditions and shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.

9.9. Statutory Obligations

The Supplier shall comply with its statutory obligations for the time being in force including, but without prejudice to the generality of the foregoing, those relating to health, safety and hygiene and those under legislation in respect of employment, race relations and sexual discrimination. The Supplier shall take all reasonable steps to ensure that observance of these provisions by all employees or agents of the Supplier and all subcontractors employed in the execution of the Contract. The Supplier shall indemnify the Purchaser against all actions, claims, losses, demands, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of these conditions.

9.10. Termination

9.10.1. The Supplier shall notify the Purchaser in writing immediately upon occurrence of any of the following events:

- where the Supplier is a company, if the company passes a resolution for winding—up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding—up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

9.10.2. On the occurrence of the event described in paragraph 10.1 or, if the Supplier shall have committed a material breach of this contract and (if such breach is capable of remedy) shall have failed to remedy such breach with 30 days of being required by the Purchaser in writing to do so Thereupon, without prejudice to any other of his rights, the Purchaser may have the Goods supplied by a third party, and the Purchaser shall not be liable to make any further payment to the Supplier until the Goods have been delivered in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by the Purchaser (including the Purchaser's own costs). If the total cost to the Purchaser exceeds the amount (if any) due to the Supplier; the difference shall be recoverable by the Purchaser from the Supplier.

9.10.3. In addition to the rights of termination under paragraph 10.2, the Purchaser shall be entitled to terminate this contract by giving to the Supplier not less than 30 days' notice to that effect.

9.10.4. Termination under paragraphs 10.2 or 10.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Purchaser.

9.11. Alternative Supplier

The Purchaser reserves the right without incurring liability to the Supplier to use an alternative Supplier at any time during the currency of the Contract.

9.12. Supplier's Personnel

9.12.1. The Supplier must comply fully with any security arrangement deemed necessary by the Purchaser.

9.12.2. If and when instructed by the Purchaser, the Supplier shall give to the Purchaser a list of names and addresses of all persons who are or may be at any time concerned with the services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require.

9.12.3. The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the premises. If the Purchaser gives the Supplier

notice that any person is not to be admitted to or is to be removed from the premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this condition with another suitably qualified person.

9.13. Headings

The headings to conditions shall not affect their interpretation.

9.14. Governing Law

These conditions shall be governed by and construed in accordance with the law of England and Wales and the Supplier hereby irrevocably submits to the jurisdiction of the courts of England and Wales.