

Tender Documents: 324

The Centre for Process Innovation Electronic Document Management System



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1. INVITATION TO TENDER

1. You are invited by The Centre for Process Innovation Limited (from now on referred to as CPI) to submit a tender for **an Electronic Document Management System**, as described in the TENDER SPECIFICATION.
2. It is highly recommended that you **register your interest** in tendering for this piece of work on receipt of the Tender Documents. Registering your interest in tendering for this piece of work can be done by email or in writing to the contact given in INSTRUCTIONS TO TENDERER paragraph 10.3 below, but an expression of interest shall not of itself be a formal tender submission. Note that it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
3. Please read all the documents listed in the BINDING OFFER and seek guidance from the named contacts as appropriate if you have any queries. Should you be successful, these documents and any subsequent correspondence between you and CPI will form a binding contract between you and CPI.
4. The BINDING OFFER must be completed and returned with your submission.
5. Technical information about this contract can be obtained through the contact as stated in the TENDER SPECIFICATION.
6. Throughout this document, the expressions "Tenderer", "You", "We" and "our" (as the context requires) refer to the legal person who wishes to contract with CPI, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer.

2. INSTRUCTIONS TO TENDERERS

1. Confidentiality of Tenders / No Collusion

- 1.1. All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with CPI.
- 1.2. Please note the following requirements, any breach of which will invalidate your Tender:
 - 1.2.1. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
 - 1.2.2. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
 - 1.2.3. You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
 - 1.2.4. Tender documents must not be sent by email before the specified deadline as this will invalidate the tender.

2. Binding Offer

- 2.1. The BINDING OFFER must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared under paragraph 14 below. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totaled. The documents should either be typed or completed in ink.
- 2.2. There should be no unauthorised alterations or additions to any component of the tender documents. Prices etc. may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialed.

3. Qualifications

- 3.1. Tenders must be submitted in accordance with the tender documents. CPI may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.

4. Incomplete Tenders

- 4.1. CPI may not consider tenders that do not contain all information and particulars requested.

5. Performance

- 5.1. It should be clearly stated that performance and delivery of the goods and/or services offered in your Response to Tender will be in full compliance in terms of quality, time and completeness as specified in these documents. Time of delivery is of the essence. Where so specified in the TENDER SPECIFICATION it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.

6. Enquiries

- 6.1 All requests for clarification or further information in respect of this Tender should be emailed to e-tendering@uk-cpi.com with the Tender reference number in the title of the email.
- 6.2 If CPI considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers who have expressed an interest in the tender; or those that show an interest before the closing date of the tender.

7. Variant Tender(s)

- 7.1. CPI will only accept variant tenders (at its sole discretion) if they meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet and exceed all criteria of the TENDER SPECIFICATION).
- 7.2. Variant tenders will be evaluated against the published evaluation criteria.
- 7.3. Variant tenders submitted which do not meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet all criteria of the TENDER SPECIFICATION) will be deemed non compliant.

8. Prices

- 8.1. All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.
- 8.2. Your Tender Price or Rates must be fixed for the period of the contract.

9. Value Added Tax (VAT)

- 9.1. Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.

10. Submission of Tenders

- 10.1. Three hard copies of your tender and proposals must be delivered no later than **12 noon on Wednesday, 2nd May 2012**. One copy on CD should be mailed at the same time.
- 10.2. Please be aware that we cannot accept tender submissions by e-mail. Please also note that we cannot under any circumstances accept electronic copies of tenders in lieu of hard copies.
- 10.3. Hard copies of Tenders must be sealed in an envelope clearly marked "TENDER DOCUMENTS ENCLOSED" and the TITLE and NUMBER OF THE TENDER must be identified on the Envelope and returned to:

Confidential Tender Documents
For the Attention of David Cooper
The Centre for Process Innovation
Wilton Centre, Wilton
Redcar
TS10 4RF

Email: e-tendering@uk-cpi.com

- 10.4. CPI reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.
- 10.5. Please consider the environment, where possible we would appreciate double sided printing, the use of recycled or sustainably sourced paper and copies being bound with re-usable binders

11. Tender Validity

- 11.1. Tender(s) should remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by CPI.
- 11.2. The contract shall be for a period as required for delivery of goods and/or services, plus meeting obligations for guarantee of performance, as detailed in the TENDER SPECIFICATION and unless terminated or extended by CPI.

12. Right to Accept Portion of Tender; Lowest or Any Tender

- 12.1. Unless stipulated otherwise by the Tenderer, CPI reserves the right to accept any part of the tender. CPI is not bound to accept the lowest tender, or any tender, or part thereof.

13. Conditions of Contract

- 13.1 CPI recognises that the terms and conditions of each policy will differ depending upon which company is successful in this tender. As such CPI will evaluate each company's terms and conditions as part of this tender process and the terms and

conditions provided by the successful tenderer will form the contractual terms of this contract.

14. Response to Tender

14.1. Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification. In preparing this, reference should be made to the Additional Information requirements below.

14.2. The Response to Tender should cover where appropriate:-

a) Pricing structure for:

- i) Each of the Options available, as detailed in Section 3, Clause 1.4
- ii) Training for super-users
- iii) Any costs associated with setting up the EDMS
- iv) Any costs associated with post support services
- v) Any costs associated with further development/bespoking work (hourly/daily rates)

NB. All of the above should represent clear value for money and where possible please detail how these costs will be managed to ensure that CPI obtains the most cost effective EDMS.

- b) A detailed specification of the product and how it addresses all of the essential criteria and where possible the desirable criteria. This should include details on which aspects of the software are standard and falls within the standard price and a clear description of all other elements that would be treated as further development/bespoking work and which would be charged for in addition to the standard price.
- c) Visual copy of the EDMS (screen shots, CD or web link).
- d) Hardware requirements for supporting the EDMS.
- e) Installation process and how this will be effectively and efficiently managed, including who will be responsible for each element i.e. CPI or your organisation.
- f) Timeframe in which the EDMS can be implemented.
- g) Types of documents which can be stored, controlled and managed on the EDMS.
- h) Proposed training structure for super-users, including timeframe and length.
- i) Capability of the staff proposed to undertake the work.
- j) All relevant terms and conditions.
- k) Sub-contract work intended to be placed with other bodies that would not be signatories to the main contract.
- l) A description together with costs for any Capital or Current Items to be purchased.
- m) Details of quality assurance (QA) system complying with the requirement of ISO 9001 and to what part or parts of the organisation this applies. If ISO 9001 is quoted then details of which part or parts are held should be quoted.
- n) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.

- o) Brief details of the company, including the number of staff employed in the UK and overseas.
- p) Confirmation that three (3) years audited accounts can be made available to view, if called for.
- q) Copies of insurances held.
- r) Proposed payment schedule
- s) All other information requested in Section 3, Clauses 1.2, 1.3 and 1.4.
- t) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER

15. Cancellation

- 15.1 CPI reserves the right to cancel or withdraw this Tender at any stage.

16. Exclusion of Liability

- 16.1 CPI shall not be held liable for any costs incurred in preparing or re-preparing your tender submissions.

17. Complaints

- 17.1 If you have a complaint or grievance regarding this procurement process please contact:

Louise Barker
Funding and Compliance Manager
Centre for Process Innovation
Wilton Centre, Wilton
REDCAR
TS10 4RF

Email: louise.barker@uk-cpi.com
Tel. 01642 447275

3. TENDER SPECIFICATION

1. Scope of Services

1.1 Introduction to CPI

The Centre for Process Innovation Limited (CPI) is a company limited by guarantee, and a not-for-profit organisation in receipt of public funds from the EU and UK government for specific projects. It is also the major partner in the UK's recently formed High Value Manufacturing Catapult national innovation centre of excellence, funded by the Technology Strategy Board under the control of the Department for Business, Innovation and Skills.

CPI was set-up in April 2004 to address innovation in the process industries which is a major and key industrial sector for the UK's future. The CPI business model has already delivered substantial benefit because it links the needs of business to CPI assets and technology expertise in two main technology areas:

- Advanced Manufacturing for the Process Industries – CPI develops advanced manufacturing technologies for the process industries. Markets served include energy, high value chemicals, carbon capture and pharmaceuticals. This business unit is home to the National Industrial Biotechnology Facility.
- Printable Electronics – CPI is home to the National Printable Electronics Centre where we transfer experimental processes to manufacturable products. It targets barrier coatings, advanced material deposition processes, printable electronic materials, printable circuits for high resolution display and smart packaging applications, solid state lighting and organic photovoltaics.

CPI has a wholly owned subsidiary, CPI Innovation Services Limited (CPIIS), which is its commercial trading arm and offers contract research and development services, customer development projects, equipment access and consultancy on a normal commercial basis.

1.2 Requirements

CPI wishes to enhance its current capability to control, store, retrieve, monitor and manage its documents through a company-wide Electronic Document Management System (EDMS).

At present CPI uses its own internal document management system and this has been sufficient up until this point. However, as CPI continues to grow, the need to have a robust, user-friendly and cost effective electronic document management system in place has become vital.

It is envisaged that the EDMS will be used across the whole CPI Group, which currently has ~150 users. This is expected to increase by ~50% in the next 2-3 years.

Through its daily activities, CPI processes a number of documents and although this list is not exhaustive, CPI expects the following types of documents to be stored, controlled,

monitored and managed on the EDMS; contracts, agreements, procedures, reports, presentations, forms, templates, spreadsheets, scanned documents and pdf documents.

Following an internal scoping exercise to determine and identify the needs of the business in relation to an EDMS, CPI has identified the following essential and desirable capabilities.

It is **essential** that the EDMS has the capability to:

- Electronically authorise documents
- Define access rights, with restricted editing and read only functionality
- Integrate with existing Sage software e.g. CRM
- Remind users when documents need reviewing or when an action is required
- Search documents, records etc.
- Version control
- Be upgraded if necessary
- Run reports
- Maintain CPI's strict security measures
- Be accessed remotely
- Record the document's history
- Create a structured filing system
- Provide an audit trail
- Control templates
- Restrict the printing of documents

It is **desirable** that the EDMS has the capability to:

- Log on to the EDMS when logging into Windows (if a log on is required)
- Define workflows
- Provide access from a PDA (CPI currently uses iPhone 4)

1.3 Additional Information

CPI is seeking more than an 'off the shelf' software package and as such is looking for a turnkey solution which will suit the needs of the business. The successful tenderer will be responsible for ensuring that the software package offered in their tender is compatible with CPI's current systems and they will also be responsible for its successful implementation.

To ensure that the EDMS is successfully implemented, in-house training will be required for a small number of super-users who will then have the responsibility of training other members of staff within the organisation. Therefore please ensure that this is incorporated into your bid and detail your proposed training structure.

Please also detail the level of data input that will be required for the set up of the EDMS. To keep costs to a minimum, CPI would look to undertake as much of this work as possible, however if this is not feasible please identify any costs associated with this work.

All tenderers are requested to detail their installation process and the timeframe in which the EDMS can be implemented and rolled out across the organisation. This should also include information on how you would enforce security and data integrity.

To give CPI a visual view of the proposed EDMS, please include; screen shots, a demonstration on CD or a relevant web link.

For information, CPI client machines use a combination of Windows 7 and XP and the current server infrastructure is a mixture of 2003 and 2008.

1.4 Pricing

All tenderers are requested, where possible, to provide three pricing options based on:

Option 1: Individual user licences

- detail the cost for each individual licence

Option 2: Concurrent user licences for 80 users

- including additional costs for increasing concurrent user licences and in what stages this can be done i.e. increase of 5 concurrent licences at one time

Option 3: Fixed price

- regardless of the number of users/development/bespoking work

If one or more of the above options is not available please state N/A in your response.

If your organisation's licence offering does not fit into any of the above please detail your offering as **Option 4**.

Please also include a price for training the super-users within CPI and the cost of any development work to set up, maintain and/or bespoke the EDMS for CPI's use (this should be in the form of hourly/daily rates).

As detailed above, please note that CPI is looking for the most cost effective way to implement an EDMS and as such all costs should represent value for money.

2. Evaluation of Tenders

2.1 This tender will have a two stage evaluation process to enable CPI to shortlist between 3 and 5 tender submissions. The shortlisted candidates - which will be the highest scoring tenders from stage 1 - will be invited to CPI's Wilton Office to demonstrate their EDMS (date to be agreed).

The evaluation criterion for each stage is identified below:

Stage 1

Cost	30%
EDMS Specification	25%
Installation/Timeframe/Set-up Process	15%
Interface with CPI's existing systems	10%
Post installation Support (including guarantees/warranties etc.)	10%
Proposed Training Structure	5%
Terms and Conditions	5%

Stage 2

Functionality/User-friendly	100%
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For those tenderers which are selected for stage 2, the overall score from stage 1 will be added to the overall score for stage 2 to determine the successful tenderer.

2.2 CPI reserves the right to hold clarification interviews with any of the bidders as part of the evaluation process.

3. Contacts

3.1 If you have any questions concerning the tender please email:
e-tendering@uk-cpi.com

4. CONTRACTUAL TERMS

1. Contractual Terms

CPI recognises that the terms and conditions of each policy will differ depending upon which company is successful in this tender. As such CPI will evaluate each company's terms and conditions as part of this tender process and the terms and conditions provided by the successful tenderer will form the contractual terms of this contract.

However, in addition to the above, CPI will expect the successful tenderer to sign a Non Disclosure Agreement (NDA) for the company and for the individuals providing the training, installation and support. The draft NDA documents, which will need to be completed and signed by the successful tenderer before a purchase order is raised, are detailed below:

Non Disclosure Agreement - Individual

THIS AGREEMENT dated [Date to be inserted] 20 is made BETWEEN:-

- (1) CENTRE FOR PROCESS INNOVATION LIMITED, a company registered in England (CRN 05002194) whose registered office is at Wilton Centre, Wilton, Redcar, TS10 4RF (CPI); and
- (2) [insert name of individual] whose address is at [insert address] (the **Recipient**).

BACKGROUND

- (A) CPI and the Recipient wish to enter into discussions and negotiations relating to, or to carry out, the Purpose and this has required and included and will require and include the disclosure of Confidential Information (as defined below) from CPI to the Recipient.
- (B) The Recipient is willing, in consideration of being supplied with Confidential Information by CPI, and in consideration of CPI entering into the said discussions and negotiations, to give the undertakings contained in this Agreement, and in consideration of such undertakings, CPI is willing to supply such Confidential Information, subject to the provisions of this Agreement.

THE PARTIES HEREBY AGREE as follows:-

1. INTERPRETATION

1.1 In this Agreement the following terms have the following meanings:-

"Access Law"	means the EIR and the FOIA and any other applicable legislation governing access to information;
"Confidential Information"	means the existence and terms of the Purpose and any and all information (whether recorded or supplied in permanent or transitory form) which has been, is now or at any time after the Effective Date is disclosed, or is made available by CPI to the Recipient or to its Connected Persons, or which belongs to CPI and of which the Recipient and/or its Connected Persons become aware in carrying out the Purpose, which is of a scientific, technical, industrial, commercial or financial nature (including all forms of documents, knowledge, data, databases, know-how, formulae, formulations, recipes, samples, processes, techniques, methodologies, machinery settings, plant combinations and/or layout, designs, drawings, specifications, models, diagrams, flow charts, customer information, client lists, actual or prospective sales contacts, marketing plans, development plans, business plans, inventions, intellectual property, photographs, software programs (whether in human or machine readable form), circuit diagrams, tapes, discs and other computer readable media), and which relates to CPI's business or that of its Group but shall not include information which the Recipient can prove:- <ol style="list-style-type: none">(a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Recipient, or by its Connected Persons, of such information in breach of this Agreement); or(b) was known to the Recipient before the Effective Date, and that the Recipient was not under any obligation of confidence in respect of such information; or(c) becomes lawfully available to the Recipient from a source other than CPI, and that such source is not bound by a duty of confidence to CPI;(d) was required to be disclosed to the Recipient by law or by the directions of any court;(e) to have been independently developed by the Recipient without reference to any Confidential Information of the Discloser;
"Confidentiality Duration"	means the period that the Confidential Information is subject to the duties of confidentiality set out in this Agreement, which shall be

	throughout the Disclosure Period and for a period of 5 years from the last day of the Disclosure Period;
"Connected Persons"	means the Recipient's Representatives, and/or any other person who receives or becomes aware of Confidential Information at the request or instigation of the Recipient;
"Disclosure Period"	means a period of [To be agreed] from the Effective Date;
"EIR"	means the Environmental Information Regulations 2004;
"Effective Date"	means [insert date]
"FOIA"	means the Freedom of Information Act 2000;
"Group"	means in relation to a party, any subsidiary and/or holding company of that party and any subsidiary of such holding party from time to time (the expressions "subsidiary" and "holding company" having the meanings given to them in Sec 1159 of the Companies Act 2006;
"Intellectual Property"	means all discoveries, inventions, ideas, products, innovations, processes (secret or otherwise), designs, software developments or any other developments, patents, trade marks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of the Outputs), design right, database rights, topographical rights, unregistered trade marks or other intellectual or industrial property rights, look and feel in any graphical user interface, and all know-how, whether subsisting in the United Kingdom or anywhere else in the World;
"Purpose"	means the installation, support and management of an Electronic Document Management System, including any training and /or additional bespoke development work.
"Representative"	means any adviser to, employee of, consultant of, and/or individual seconded to work for the Recipient.

1.2 In this Agreement:-

- 1.2.1 the singular includes the plural, the masculine includes the feminine, the gender includes the neutral, and vice versa;
- 1.2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.3 references to clauses and recitals are to clauses and recitals to this Agreement;
- 1.2.4 the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.5 a reference to a party is to a party to this Agreement, and to any of the parties includes, where appropriate, persons deriving title under it;
- 1.2.6 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things, and without prejudicing the generality of the foregoing, the expression "including" shall mean "including without limitation";
- 1.2.7 references to a person acting "directly or indirectly" include acting alone or jointly with or by means of any other person; and
- 1.2.8 references to writing include any method of reproducing words in a legible and non-transitory form (including by email); and
- 1.2.9 references to a month are to a period of 30 consecutive days and references to a year are to a period of 365 consecutive days; and

1.2.10 all references to CPI shall include references to CPI's Group.

2. CONFIDENTIALITY OBLIGATIONS

- 2.1 The disclosure of Confidential Information by CPI under this Agreement shall begin on the Effective Date and shall continue throughout the Disclosure Period.
- 2.2 In relation to all Confidential Information that it and/or its Connected Persons receive and/or become aware of during the Disclosure Period, the Recipient undertakes to, and to procure that its Connected Persons shall, throughout the Confidentiality Duration:-
- 2.2.1 except as strictly necessary for the Purpose, keep secret and maintain confidential the Confidential Information; and
- 2.2.2 use Confidential Information only for the Purpose and in particular shall not use any Confidential Information to obtain any commercial, trading, financial or any other advantage; and
- 2.2.3 upon demand:-
- (a) procure the return to CPI of all items and copies of all or any Confidential Information; and
 - (b) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed; and
 - (c) destroy all notes, analyses or memoranda containing or referring to Confidential Information; and
 - (d) if so required, furnish to CPI a certificate signed by a director of the Recipient confirming that to the best of his or her knowledge, information and belief, having made all proper enquiries, the provisions of this clause 2.2.3 have been complied with; and
- 2.2.4 not make any announcement, nor publicise the Purpose or any other arrangement connected with it, nor publish any materials containing or based upon the Confidential Information, without the prior written consent of CPI; and
- 2.2.5 not create and/or register any Intellectual Property that uses or is based upon the Confidential Information without the prior written consent of CPI; and
- 2.2.6 in the event that the Confidential Information includes any samples, materials, chemicals or substances provided by the Discloser, save to the extent that to do so is specifically required for the Purpose and has been authorised in advance in writing by the Discloser, the Recipient shall not analyse, decompile or reverse engineer any such samples, materials, chemicals or substances.
- 2.3 Without prejudice to Clause 2.2.5, unless expressly agreed otherwise in writing between the parties outside of the terms of this Agreement, any Intellectual Property created by the Recipient and / or any of its Connected Persons that uses or is based upon the Confidential Information (whether or not created with CPI's consent) shall be promptly disclosed to CPI, and shall belong to and be the absolute property of CPI or of any such person CPI may require. The Recipient hereby assigns all such Intellectual Property by way of a present assignment of future rights to CPI with full title guarantee, and agrees where necessary to make any further future assignments

of such rights that may be required, and for the avoidance of doubt, CPI shall have the sole right to use and to exploit all such Intellectual Property and to receive any incomes that might arise therefrom.

2.4 The Recipient hereby agrees that it shall:

2.4.1 at its own cost do, execute and perform such further acts, things, deeds and documents as may from time to time and wherever be required to give full legal and practical effect to the provisions of Clause 2.3 above; and

2.4.2 at its own cost procure that all Connected Persons shall do, execute and perform such further acts, things, deeds and documents as may from time to time and wherever be required to give full legal and practical effect to the provisions of Clause 2.3 above.

3. STEPS TO PROTECT THE CONFIDENTIAL INFORMATION

3.1 To secure the confidentiality attaching to the Confidential Information throughout the Confidentiality Duration, unless specifically instructed otherwise in writing by CPI on a case by case basis, the Recipient shall, and shall procure that its Connected Persons shall:-

3.1.1 keep all Confidential Information, and all information generated by the Recipient based on Confidential Information, separate from all other information, documents, data and records of the Recipient (or of the Connected Persons, as applicable); and

3.1.2 not use, copy, photocopy, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and

3.1.3 keep a written record of each item or copy of Confidential Information which is in documentary or other tangible form and promptly make such record available for inspection by CPI at any time upon request; and

3.1.4 at the request of CPI made at any time, promptly deliver up to CPI or destroy and delete all documents and other material in the possession, custody or control of the Recipient (or of any Connected Persons) that bear or incorporate any part or parts of the Confidential Information; and

3.1.5 only permit access to the Confidential Information to those Connected Persons who reasonably need access to such Confidential Information for the Purpose, and shall only do so on the condition that such Connected Persons shall have:

(a) entered into legally binding confidentiality obligations to the Recipient on terms at least as stringent as the restrictions on the use of Confidential Information set out in this Agreement; and

(b) been informed of CPI's interest in the Confidential Information and the terms of this Agreement, and instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement.

3.2 The Recipient warrants to CPI that it shall remain primarily responsible for compliance with the confidentiality obligations in this Agreement and that any failure by any of its Connected Persons to comply with the provisions of this Agreement shall be deemed to be a direct breach of this Agreement by the Recipient.

4. LIMITED EXCEPTIONS TO CONFIDENTIALITY

4.1 Nothing contained in this Agreement shall prevent the Recipient from imparting Confidential Information which it or any company in its Group may be obliged to disclose or make available:

4.1.1 under any applicable rule of law or other governmental regulation of the United Kingdom or any other competent jurisdiction, including under Access Law; or

4.1.2 in connection with proceedings before a court of competent jurisdiction in relation to this Agreement or under any court order,

provided that the Recipient shall promptly notify CPI if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, seek CPI's approval regarding the manner of such disclosure and the content of any announcement or, at CPI's expense, co-operate with any reasonable action which CPI may wish to take to challenge the validity of such requirement in accordance with the provisions of clauses 4.2 and 4.3 below.

4.2 If any proceedings are commenced or any action taken (including under Access Law) which could result in Confidential Information having to be disclosed, the Recipient of such Confidential Information will immediately notify CPI of such proceedings or action in writing, and subject to clause 4.3, shall take all reasonable steps to resist or avoid such proceedings or action (including all steps that CPI may reasonably request) and keep CPI fully and promptly informed of all matters and developments relating to such proceedings. If the Recipient is obliged to disclose Confidential Information to any third party, such disclosure will only be made to such third party and the Recipient will disclose only the minimum amount of information consistent with satisfying its obligation to such person. Prior to making any such disclosure, the Recipient will give written notice to CPI of the information it proposes to disclose containing a copy of the proposed disclosure and confirmation that its legal advisers' opinion is that such disclosure is required and the Recipient will take into account any reasonable comments CPI may have in relation to the contents of the proposed disclosure.

4.3 In the event that a request for disclosure of Confidential Information is made under Access Law, in addition to the steps set out in clause 4.2 above, the Recipient shall consider and seek in good faith to apply all relevant exemptions available under the relevant Access Law to the requested disclosure of Confidential Information, but CPI acknowledges that the Recipient's decision on such matter shall be final.

5. GOOD FAITH AND NON-CIRCUMVENTION

5.1 The Recipient shall not directly or indirectly circumvent or seek to circumvent CPI in connection with this Agreement, and the Recipient agrees to act in good faith towards CPI in complying with its obligations hereunder.

6. NO CONTRACTUAL OFFERS, REPRESENTATIONS OR WARRANTIES

Each party acknowledges and confirms that:-

6.1 neither the Confidential Information nor its supply will constitute an offer by CPI, nor will any Confidential Information form the basis of any contract; and

6.2 neither CPI nor any of its respective Representatives make any representation or accept any responsibility or liability whatsoever for the accuracy, completeness, or suitability for the Purpose or otherwise of the Confidential Information, which is provided "as is"; and

- 6.3 the Recipient shall be responsible for making its own evaluation of the Confidential Information, and no representation or warranty (express or implied) is made or given by the provision of Confidential Information by CPI.

7. OPTIONS FOR INJUNCTIVE RELIEF

Without prejudice to any other rights and remedies CPI may have, the Recipient agrees that:-

- 7.1 the Confidential Information is valuable and that damages may not be an adequate remedy for any breach of this Agreement; and
- 7.2 CPI shall be entitled without proof of special damage to apply for the remedies of an injunction or other equitable relief for any actual or threatened breach by the Recipient of this Agreement.

8. GENERAL

- 8.1 No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no variation shall be effective, unless in writing and signed by a director of that party on its behalf.
- 8.2 The provisions of this Agreement shall continue in effect for the period set out in clause 2.2.1 notwithstanding any decision not to proceed with the Purpose, early termination of this Agreement, or any return or destruction of Confidential Information.
- 8.3 Notices under this Agreement shall be given in writing to the relevant party at the address stated above (or such other address as it shall previously have notified to the Recipient with reference to this clause) and any notice sent by first class post shall be deemed received 48 hours after posting.
- 8.4 If any wording in any provision of this Agreement shall be found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining wording of such provision, and the remaining provisions of this Agreement, shall continue in full force and effect.
- 8.5 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it except that rights under this Agreement may be enforced by members of either party's Group.
- 8.6 In the event of a dispute between the parties, CPI shall decide whether to have the matter finally resolved under clauses 8.7 and 8.8. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.
- 8.7 All disputes arising out of or in connection with this Agreement which are referred to arbitration under clause 8.6, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 8.8 It is agreed that:
- 8.8.1 the tribunal shall include at least one arbitrator who is an expert in the subject matter of the Purpose; and
- 8.8.2 the place of arbitration shall be Newcastle-upon-Tyne; and
- 8.8.3 the language of arbitration shall be English; and

8.8.4 the Recipient shall bear the costs of arbitration as directed by the arbitrators.

8.9 English law shall govern this Agreement.

8.10 This Agreement may be entered into any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Agreement has been executed by authorised signatories on the date stated above:

For and on behalf of Centre for Process Innovation Limited

Signed:
Print Name:
Position:
Date:

For and on behalf of [insert full company name]:

Signed:
Print Name:
Position:
Date:

Non Disclosure Agreement – Company

THIS AGREEMENT dated 20 is made BETWEEN:-

- (1) CENTRE FOR PROCESS INNOVATION LIMITED, a company registered in England (CRN 05002194) whose registered office is at Wilton Centre, Wilton, Redcar, TS10 4RF (CPI); and
- (2) [insert name] a company registered in [England] (CRN [insert number]) whose registered office is at [insert address] (the Recipient).

BACKGROUND

- (A) CPI and the Recipient wish to enter into discussions and negotiations relating to the purpose and this has required and included and will require and include the disclosure of Confidential Information (as defined below) from CPI to the Recipient.
- (C) The Recipient is willing, in consideration of being supplied with Confidential Information by CPI, and in consideration of CPI entering into the said discussions and negotiations, to give the undertakings contained in this Agreement, and in consideration of such undertakings, CPI is willing to supply such Confidential Information, subject to the provisions of this Agreement.

THE PARTIES HEREBY AGREE as follows:-

9. INTERPRETATION

9.1 In this Agreement the following terms have the following meanings:-

“Access Law”	means the EIR and the FOIA and any other applicable legislation governing access to information;
“Confidential Information”	means the existence and terms of the Purpose and any and all information (whether recorded or supplied in permanent or transitory form) which has been, is now or at any time after the Effective Date is disclosed, or is made available by CPI to the Recipient or to its Connected Persons, or which belongs to CPI and of which the Recipient and/or its Connected Persons become aware in carrying out the Purpose, which is of a scientific, technical, industrial, commercial or financial nature (including all forms of documents, knowledge, data, databases, know-how, formulae, formulations, recipes, samples, processes, techniques, methodologies, machinery settings, plant combinations and/or layout, designs, drawings, specifications, models, diagrams, flow charts, customer information, client lists, actual or prospective sales contacts, marketing plans, development plans, business plans, inventions, intellectual property, photographs, software programs (whether in human or machine readable form), circuit diagrams, tapes, discs and other computer readable media), and which relates to CPI's business or that of its Group but shall not include information which the Recipient can prove:- <ol style="list-style-type: none">(a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Recipient, or by its Connected Persons, of such information in breach of this Agreement); or(b) was known to the Recipient before the Effective Date, and that the Recipient was not under any obligation of confidence in respect of such information; or(c) becomes lawfully available to the Recipient from a source other than CPI, and that such source is not bound by a duty of confidence to CPI;(d) was required to be disclosed to the Recipient by law or by the directions of any court;(e) to have been independently developed by the Recipient without reference to any Confidential Information of the Discloser;
“Confidentiality”	means the period that the Confidential Information is subject to the

Duration"	duties of confidentiality set out in this Agreement, which shall be throughout the Disclosure Period and for a period of 5 years from the last day of the Disclosure Period;
"Connected Persons"	means the Recipient's Representatives, any company within the Recipient's Group, and/or any other person who receives or becomes aware of Confidential Information at the request or instigation of the Recipient;
"Disclosure Period"	means a period of [to be agreed] from the Effective Date;
"EIR"	means the Environmental Information Regulations 2004;
"Effective Date"	means [insert date]
"FOIA"	means the Freedom of Information Act 2000;
"Group"	means in relation to a party, any subsidiary and/or holding company of that party and any subsidiary of such holding party from time to time (the expressions "subsidiary" and "holding company" having the meanings given to them in Sec 1159 of the Companies Act 2006;
"Intellectual Property"	means all discoveries, inventions, ideas, products, innovations, processes (secret or otherwise), designs, software developments or any other developments, patents, trade marks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of the Outputs), design right, database rights, topographical rights, unregistered trade marks or other intellectual or industrial property rights, look and feel in any graphical user interface, and all know-how, whether subsisting in the United Kingdom or anywhere else in the World;
"Purpose"	means the installation, support and management of an Electronic Document Management System, including any training and /or additional bespoke development work.
"Representative"	in relation to any party, any adviser, director, officer, employee and consultant of and individual seconded to work for it.

9.2 In this Agreement:-

- 9.2.1 the singular includes the plural and vice versa;
- 9.2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 9.2.3 references to clauses and recitals are to clauses and recitals to this Agreement;
- 9.2.4 the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 9.2.5 a reference to a party is to a party to this Agreement, and to any of the parties includes, where appropriate, persons deriving title under it;
- 9.2.6 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things, and without prejudicing the generality of the foregoing, the expression "including" shall mean "including without limitation";
- 9.2.7 references to a person acting "directly or indirectly" include acting alone or jointly with or by means of any other person; and
- 9.2.8 references to writing include any method of reproducing words in a legible and non-transitory form (including by email); and

9.2.9 references to a month are to a period of 30 consecutive days and references to a year are to a period of 365 consecutive days; and

9.2.10 all references to CPI shall include references to CPI's Group.

10. CONFIDENTIALITY OBLIGATIONS

10.1 The disclosure of Confidential Information by CPI under this Agreement shall begin on the Effective Date and shall continue throughout the Disclosure Period.

10.2 In relation to all Confidential Information that it and/or its Connected Persons receive and/or become aware of during the Disclosure Period, the Recipient undertakes to, and to procure that its Connected Persons shall, throughout the Confidentiality Duration:-

10.2.1 except as strictly necessary for the Purpose, keep secret and maintain confidential the Confidential Information; and

10.2.2 use Confidential Information only for the Purpose and in particular shall not use any Confidential Information to obtain any commercial, trading, financial or any other advantage; and

10.2.3 upon demand:-

(a) procure the return to CPI of all items and copies of all or any Confidential Information; and

(b) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed; and

(c) destroy all notes, analyses or memoranda containing or referring to Confidential Information; and

(d) if so required, furnish to CPI a certificate signed by a director of the Recipient confirming that to the best of his or her knowledge, information and belief, having made all proper enquiries, the provisions of this clause 2.2.3 have been complied with; and

10.2.4 not make any announcement, nor publicise the Purpose or any other arrangement connected with it, nor publish any materials containing or based upon the Confidential Information, without the prior written consent of CPI; and

10.2.5 not create and/or register any Intellectual Property that uses or is based upon the Confidential Information without the prior written consent of CPI; and

10.2.6 in the event that the Confidential Information includes any samples, materials, chemicals or substances provided by the Discloser, save to the extent that to do so is specifically required for the Purpose and has been authorised in advance in writing by the Discloser, the Recipient shall not analyse, decompile or reverse engineer any such samples, materials, chemicals or substances.

10.3 Without prejudice to Clause 2.2.5, unless expressly agreed otherwise in writing between the parties outside of the terms of this Agreement, any Intellectual Property created by the Recipient and / or any of its Connected Persons that uses or is based upon the Confidential Information (whether or not created with CPI's consent) shall be promptly disclosed to CPI, and shall belong to and be the absolute property of CPI or

any such person that CPI may require. The Recipient hereby assigns all such Intellectual Property by way of a present assignment of future rights to CPI with full title guarantee, and agrees where necessary to make any further future assignments of such rights that may be required, and for the avoidance of doubt, CPI shall have the sole right to use and to exploit all such Intellectual Property and to receive any incomes that might arise therefrom.

10.4 The Recipient hereby agrees that it shall:

10.4.1 at its own cost do, execute and perform such further acts, things, deeds and documents as may from time to time and wherever be required to give full legal and practical effect to the provisions of Clause 2.3 above; and

10.4.2 at its own cost procure that all Connected Persons shall do, execute and perform such further acts, things, deeds and documents as may from time to time and wherever be required to give full legal and practical effect to the provisions of Clause 2.3 above.

11. STEPS TO PROTECT THE CONFIDENTIAL INFORMATION

11.1 To secure the confidentiality attaching to the Confidential Information throughout the Confidentiality Duration, unless specifically instructed otherwise in writing by CPI on a case by case basis, the Recipient shall, and shall procure that its Connected Persons shall:-

11.1.1 keep all Confidential Information, and all information generated by the Recipient based on Confidential Information, separate from all other information, documents, data and records of the Recipient (or of the Connected Persons, as applicable); and

11.1.2 not use, copy, photocopy, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and

11.1.3 keep a written record of each item or copy of Confidential Information which is in documentary or other tangible form and promptly make such record available for inspection by CPI at any time upon request; and

11.1.4 at the request of CPI made at any time, promptly deliver up to CPI or destroy and delete all documents and other material in the possession, custody or control of the Recipient (or of any Connected Persons) that bear or incorporate any part or parts of the Confidential Information; and

11.1.5 only permit access to the Confidential Information to those Connected Persons who reasonably need access to such Confidential Information for the Purpose, and shall only do so on the condition that such Connected Persons shall have:

(a) entered into legally binding confidentiality obligations to the Recipient on terms at least as stringent as the restrictions on the use of Confidential Information set out in this Agreement; and

(b) been informed of CPI's interest in the Confidential Information and the terms of this Agreement, and instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement.

- 11.2 The Recipient warrants to CPI that it shall remain primarily responsible for compliance with the confidentiality obligations in this Agreement and that any failure by any of its Connected Persons to comply with the provisions of this Agreement shall be deemed to be a direct breach of this Agreement by the Recipient.

12. LIMITED EXCEPTIONS TO CONFIDENTIALITY

- 12.1 Nothing contained in this Agreement shall prevent the Recipient from imparting Confidential Information which it or any company in its Group may be obliged to disclose or make available:

12.1.1 under any applicable rule of law or other governmental regulation of the United Kingdom or any other competent jurisdiction, including under Access Law; or

12.1.2 in connection with proceedings before a court of competent jurisdiction in relation to this Agreement or under any court order,

provided that the Recipient shall promptly notify CPI if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, seek CPI's approval regarding the manner of such disclosure and the content of any announcement or, at CPI's expense, co-operate with any reasonable action which CPI may wish to take to challenge the validity of such requirement in accordance with the provisions of clauses 4.2 and 4.3 below.

- 12.2 If any proceedings are commenced or any action taken (including under Access Law) which could result in Confidential Information having to be disclosed, the Recipient of such Confidential Information will immediately notify CPI of such proceedings or action in writing, and subject to clause 4.3, shall take all reasonable steps to resist or avoid such proceedings or action (including all steps that CPI may reasonably request) and keep CPI fully and promptly informed of all matters and developments relating to such proceedings. If the Recipient is obliged to disclose Confidential Information to any third party, such disclosure will only be made to such third party and the Recipient will disclose only the minimum amount of information consistent with satisfying its obligation to such person. Prior to making any such disclosure, the Recipient will give written notice to CPI of the information it proposes to disclose containing a copy of the proposed disclosure and confirmation that its legal advisers' opinion is that such disclosure is required and the Recipient will take into account any reasonable comments CPI may have in relation to the contents of the proposed disclosure.

- 12.3 In the event that a request for disclosure of Confidential Information is made under Access Law, in addition to the steps set out in clause 4.2 above, the Recipient shall consider and seek in good faith to apply all relevant exemptions available under the relevant Access Law to the requested disclosure of Confidential Information, but CPI acknowledges that the Recipient's decision on such matter shall be final.

13. GOOD FAITH AND NON-CIRCUMVENTION

- 13.1 The Recipient shall not directly or indirectly circumvent or seek to circumvent CPI in connection with this Agreement, and the Recipient agrees to act in good faith towards CPI in complying with its obligations hereunder.

14. NO CONTRACTUAL OFFERS, REPRESENTATIONS OR WARRANTIES

Each party acknowledges and confirms that:-

- 14.1 neither the Confidential Information nor its supply will constitute an offer by CPI, nor will any Confidential Information form the basis of any contract; and

- 14.2 neither CPI nor any of its respective Representatives make any representation or accept any responsibility or liability whatsoever for the accuracy, completeness, or suitability for the Purpose or otherwise of the Confidential Information, which is provided "as is"; and
- 14.3 the Recipient shall be responsible for making its own evaluation of the Confidential Information, and no representation or warranty (express or implied) is made or given by the provision of Confidential Information by CPI.

15. OPTIONS FOR INJUNCTIVE RELIEF

Without prejudice to any other rights and remedies CPI may have, the Recipient agrees that:-

- 15.1 the Confidential Information is valuable and that damages may not be an adequate remedy for any breach of this Agreement; and
- 15.2 CPI shall be entitled without proof of special damage to apply for the remedies of an injunction or other equitable relief for any actual or threatened breach by the Recipient of this Agreement.

16. GENERAL

- 16.1 No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no variation shall be effective, unless in writing and signed by a director of that party on its behalf.
- 16.2 The provisions of this Agreement shall continue in effect for the period set out in clause 2.2.1 notwithstanding any decision not to proceed with the Purpose, early termination of this Agreement, or any return or destruction of Confidential Information.
- 16.3 Notices under this Agreement shall be given in writing to the relevant party at the address stated above (or such other address as it shall previously have notified to the Recipient with reference to this clause) and any notice sent by first class post shall be deemed received 48 hours after posting.
- 16.4 If any wording in any provision of this Agreement shall be found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining wording of such provision, and the remaining provisions of this Agreement, shall continue in full force and effect.
- 16.5 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it except that rights under this Agreement may be enforced by members of either party's Group.
- 16.6 In the event of a dispute between the parties, CPI shall decide whether to have the matter finally resolved under clauses 8.7 and 8.8. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.
- 16.7 All disputes arising out of or in connection with this Agreement which are referred to arbitration under clause 8.6, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 16.8 It is agreed that:
- 16.8.1 the tribunal shall include at least one arbitrator who is an expert in the subject matter of the Purpose; and

16.8.2 the place of arbitration shall be Newcastle-upon-Tyne; and

16.8.3 the language of arbitration shall be English; and

16.8.4 the Recipient shall bear the costs of arbitration as directed by the arbitrators.

16.9 English law shall govern this Agreement.

16.10 This Agreement may be entered into any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Agreement has been executed by authorised signatories on the date stated above:

For and on behalf of Centre for Process Innovation Limited

Signed:
Print Name:
Position:
Date:

For and on behalf of [insert full company name]:

Signed:
Print Name:
Position:
Date:

5. BINDING OFFER

Tender For: Electronic Document Management System

Tender number:- 324

Company Name (Lead company if joint bid)	
Registered office address Postcode	
Company number and VAT number	
Name of main contact	
Address (if different from above) Postcode	
Telephone number	
Email	
Total Bid Price (including expenses but excluding VAT)	£
and/or Hourly Rate (if applicable)	
Where did you read about this Tender?	CPI Website: <input type="checkbox"/> Mytenders.org: <input type="checkbox"/> OJEU: <input type="checkbox"/> Other:

1. Declaration of non-criminality and of non-automatic disqualification under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(1)

We have checked the requirements of the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(1) ("the Regulation") as amended and updated from time to time, and hereby declare and certify that the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company) has not been convicted in any jurisdiction of the European Union of any of the offences listed in the Regulation (including but not limited to offences of conspiracy, corruption, bribery, fraud, theft, destruction of evidence, money laundering, tax offences, professional offences, or any offence listed in the Regulation), and hereby agree that if this declaration is false in any way that we hereby indemnify CPI in full and hold CPI indemnified in full against all costs claims expenses and losses that CPI may incur or suffer as a result of such false declaration, including but not limited to: legal costs, costs of defending and/or settling any claim, costs of re-tendering, financial penalties.

2. Declarations regarding discretionary disqualifications under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(4)

Do any of the following circumstances as set out in the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(4) apply to the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company)?

Please circle as applicable:

- (a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; **Yes / No / NA**
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; **Yes / No / NA**
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state; **Yes / No / NA**
- (d) has been convicted of a criminal offence relating to the conduct of his business or profession; **Yes / No / NA**

- (e) has committed an act of grave misconduct in the course of his business or profession; **Yes / No**
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; **Yes / No**
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established; **Yes / No**
- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation; **Yes / No**
- (i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member. **Yes / No**

If any answer to 2 (a) to (i) is YES please give full details in the Tender Response including of any court actions and/or industrial tribunal hearings.

3. Declaration of Binding Offer

We have read the documents a), b), c), d), e), f) and g) listed below which we have examined, understand and accept and we offer to supply the goods and/or services specified on the basis set out Paragraph 4 below, at the rates or prices quoted, and we hereby agree that our tender is a legally binding offer, which upon acceptance in writing by CPI shall form a legally binding contract between us and CPI on the basis set out in Paragraph 4 "Agreed Contract" below.

4. Agreed Contract

We agree that this tender and the contract which will result from it, if we are successful, shall be made up of the provisions in the documents listed below:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Tender Specification
- d) Binding Offer
- e) Response to Tender
- f) The Contractual Terms (including relevant Non Disclosure Agreement(s))
- g) CPI Purchase Order

all of which shall apply to the successful tender.

Where a model contract is set out in the CONTRACTUAL TERMS we agree that if we are successful with this tender, we shall promptly after the final award of the contract execute such model contract without requesting amendment, and agree that until such model contract is prepared and executed, this tender if accepted by CPI shall constitute a binding contract as set out above.

5. Law

We agree that any contract that may result from this tender shall be subject to the law of England.

6. Confidentiality / No Collusion

We declare that we have abided by the Confidentiality of Tenders / No Collusion requirements set out in the Instructions to Tenderers.

7. Offer Validity

All of this Binding Offer (including but not limited to the prices quoted) is valid for acceptance and cannot be withdrawn by us for 90 days from the tender return date.

Signed:Date:

Print Name:

Position:

Duly authorised to sign tenders for and on behalf of:
(full legal name of the Tenderer in BLOCK CAPITALS)

.....

Postal Address.

.....

.....

Telephone No
.....