

01707 281804

01707 281936

20 May, 2003

Tender for the Supply of

For the period

Carried out on behalf of the following members
of the Central Buying Consortium

Bedfordshire County Council
Buckinghamshire County Council
Coventry City Supplies
Dorset County Council
Essex County Council
Hampshire County Council
Hertfordshire County Council
Kent County Council
Luton Borough Council
Milton Keynes Council
Northampton Borough Council
Northamptonshire County Council
Oxfordshire County Council
Portsmouth City Council
Southampton City Council
Suffolk County Council
West Sussex County Council

By

Hertfordshire County Council

All tenders to be returned to:

The Head of County Supplies & Contract Services
Mount Pleasant Lane
Hatfield
Hertfordshire
AL9 5NR

by 12 noon on

**HERTFORDSHIRE COUNTY COUNCIL
COUNTY SUPPLIES & CONTRACT SERVICES
ON BEHALF OF THE CENTRAL BUYING CONSORTIUM**

THE SUPPLY OF

The following Instructions to Tenderers, Conditions of Contract, Specification and Schedules, together with the offer to tender and acceptance (if any) by the Hertfordshire County Council hereinafter called the Contracting Authority would together constitute the sum total of the terms and conditions of the agreement between the Contracting Authority and the Tenderer.

1. INSTRUCTIONS TO TENDERERS

The Contracting Authority acting on behalf of the Central Buying Consortium has a requirement for the supply of

You are invited to submit your tender for these items. Your reply must reach the address shown not later than 12 noon on

1.1 Requirements For Purchase And Delivery

Hertfordshire County Supplies & Contract Services has joined with seventeen other local authorities to form a purchasing consortium under the banner C.B.C. (Central Buying Consortium). Listed below are the member authorities along with their requirements for delivery of supplies.

Authority	Correspondence Address	Delivery Address
Bedfordshire County Council	Corporate Procurement & Legal Advice Group County Hall Cauldwell Street Bedford Bedfordshire M42 9AP	Direct delivery to various locations throughout the Authority or, for Stores delivery, requirements included with Hertfordshire County Council
Buckinghamshire County Council	Contracts & Property Division. Corporate Services Dept. County Hall Aylesbury Buckinghamshire HP20 1YG	Direct delivery to various locations throughout the Authority or, for Stores delivery, requirements included with Hertfordshire County Council
Coventry City Council	Coventry City Supplies Coventry City Council Earl Street Coventry Warwickshire CV1 5RR	Direct delivery to various locations throughout the Authority or, for Stores delivery, requirements included with Northamptonshire County Council

Dorset County Council	Pullman Court Station Approach Dorchester Dorset DT1 1GA	Direct delivery to various locations throughout the Authority.
Essex County Council		
Hampshire County Council	Hampshire County Supplies Bar End Road Winchester Hampshire SO23 9NR	Hampshire County Supplies Bar End Road Winchester Hampshire SO23 9NR
Hertfordshire County Council	County Supplies & Contract Services Mount Pleasant Lane Hatfield Hertfordshire AL9 5NR	County Supplies & Contract Services 172 Travellers Lane Welham Green Hertfordshire AL9 7HS
Kent County Council	Kent County Supplies Gibson Drive Kings Hill West Malling Kent ME19 4QG	Kent County Supplies Gibson Drive Kings Hill West Malling Kent ME19 4QG
Luton Borough Council	Luton Borough Council Supplies Division Kingsway Luton Bedfordshire LU4 8AU	Luton Borough Council Supplies Division Kingsway Luton Bedfordshire LU4 8AU
Milton Keynes Council	Milton Keynes Council Purchasing, Resources Directorate P O Box 111, Civic Offices 1 Saxon Gate East Central Milton Keynes MK9 3HG	Direct delivery to various locations throughout the Authority
Northampton Borough Council	Westbridge Depot St James Mill Road Northampton Northamptonshire NN5 5JW	Westbridge Depot St James Mill Road Northampton Northamptonshire NN5 5JW
Northamptonshire County Council	County Supplies Distribution Centre Unit 1 Gambrell Road Westgate Northampton Northamptonshire NN5 5BB	County Supplies Distribution Centre Unit 1 Gambrell Road Westgate Northampton Northamptonshire NN5 5BB

Oxfordshire County Council	County Purchasing Unit Oxfordshire County Council County Hall Oxford Oxfordshire OX1 1ND	Direct delivery to various locations throughout the Authority
Portsmouth City Council	Procurement Civic Offices Guildhall Square Portsmouth Hampshire PO1 2AL	
Southampton City Council	Corporate Purchasing Southbrook Rise 4-8 Millbrook Road East Southampton Hampshire SO15 1YG	
Suffolk County Council	Procurement & Commissioning Suffolk County Council St Giles House County Hall Rope Walk Ipswich Suffolk IP4 2JP	Direct delivery to various locations throughout the Authority or, for Stores delivery, requirements included with Hertfordshire County Council
West Sussex County Council	Procurement Support The Tannery Westgate Chichester Sussex PO19 3RJ	Direct delivery to various locations throughout the Authority

Delivery is required in bulk drops to the Customers' Central Stores as indicated above, although the actual quantities per drop may be a matter for negotiation. The method of delivery and palletisation etc (see attached Appendix 1) will be a matter for negotiation between the different Customers and the successful Contractor.

It should be noted that deliveries for Kent must be made no later than 12 noon.

1.2 Quantity

For guidance only an estimated annual requirement is given on the Specification 4.1 along with a figure per authority. The Consortium does not undertake to purchase that quantity and equally Suppliers should be prepared to supply quantities in excess of the figures shown. Tenderers should state in the Return Schedules if a minimum order quantity is required and any relevant costs levied.

1.3 Period of Contract

The contract is for a

1.4 Price

Firm prices are required for a minimum period of 12 months. Thereafter, the arrangement will be reviewed on an annual basis. Tenderers must show in the Return Schedules their proposals for the adjustment of prices after the initial period and for any subsequent review thereafter. The proposal must show the basis on which any price adjustment would be formulated. The purpose of any formula proposed is to allow the verification by calculation of requested price variations. It is important that sufficient information is presented with the tender to allow for such calculations should the need arise. Tenderers should note that the Contracting Authority may not consider any tender where sufficient calculable information is not provided.

The formula may take the form of:

- 1) A discount from manufacturers published list prices accompanied by a copy of the appropriate price list.
- 2) A formula based upon the cost elements.
 - a) Labour
 - b) Materials
 - c) Overheads/profits

Where such a formula is proposed, tenderers must show as a percentage the proportion which each element represents of the price tendered in the space provided, and the period for which each part will be held firm.

- a) With regard to the labour element, the Contracting Authority will consider adjustments on the basis of national levels of wage awards only. Tenders should state the appropriate source governing wages in the industry.
- b) For materials, the Contracting Authority recognises that tenderers not manufacturing products for which they are tendering may not have available raw materials costs and in such cases, documentary evidence will be required to show the level of increase from the prime source. This may take the form of evidence of the percentage increase of the actual prices paid. In the latter case, evidence of the price on which the tender is based must be provided.

Where currency exchange rates are a factor in the cost of a product, i.e., either entirely or in the purchase of a major raw material, tenderers must state the currency and the exchange rate on which the tender is based.

- c) With regard to overheads/profits, the Contracting Authority will not normally consider increases in this element. However, tenderers may include particular factors providing they are clearly outlined and a proper base cost is shown. Thereafter, documentary evidence of a substantive nature must be provided to verify any increase proposed.

Notwithstanding the price variation procedure described above the Contracting Authority will monitor the general level of competitiveness of the market for similar products and after due consultation with the Contractor, may exercise its right to terminate the Contract if it can show that the prices sought by the Contractor have lost their competitive edge.

The price quoted must include all charges for packing and carriage to Central Stores.

1.5 Settlement Discount

Invoices are to be submitted to the relevant Customer's Finance Department. Payment will normally be made in accordance with the terms stated in Clause 2.8. Tenderers should state in the Return Schedules whether a prompt payment discount is offered for payment in a lesser period.

1.6 Packaging

1.7 Health and Safety

All tenderers must submit a copy of their Health and Safety Policy with their tender bid.

1.8 Environmental Policy

Tenderers are required to specify details of their policy in respect of environmental issues and any procedure that your company adopts to reduce the effect on the environment.

1.9 Specification

See Section 4 for further details of requirements.

1.10 Awarding of Contract

For the purpose of awarding the Contract, all items will be regarded as separate offers and will be awarded as single items subject always to administrative costs involved in fragmenting the Contract and this may result in the grouping together of certain items to achieve the most economical arrangement.

The basis of the award of the Contract shall be the most advantageous bid including an assessment of the following factors though not in order of priority:

- ability to meet required timescales
- satisfactory references
- financial standing
- price
- quality procedures
- technical capacity

1.11 Samples

As part of the evaluation process, samples may be required. Tenderers will be informed if this is the requirement. Two samples of each item tendered should be sent under separate cover to:

.....
County Supplies and Contract Services
Mount Pleasant Lane
Hatfield
Hertfordshire
AL9 5NR

Each parcel must be marked “**SAMPLES FOR THE TENDER**” and should be posted to the above address.

1.12 Method of Tendering

Your reply should be submitted on the enclosed Return Schedules and you should ensure that all the required information has been entered. The Return Schedules should be returned completed, signed and sealed in an envelope using the label provided to reach:-

The Head of County Supplies & Contract Services
County Supplies & Contract Services
Mount Pleasant Lane
Hatfield
Hertfordshire
AL9 5NR

not later than 12 noon on

The Return Schedules are available electronically and can be obtained by e-mailing the Contracting Authority, e-mail address sandie.ali@hertsc.gov.uk, but a hard copy will be required to be submitted on the date and time stated.

1.13 Clarification

Any tenderer requiring clarification of any part of this document should contact the Contracting Authority as soon as possible. Any such approach should be made either in writing or by telephone to:

Contractual Queries

Sandie Ali
Contract Development Assistant
County Supplies & Contract Services
Mount Pleasant Lane
Hatfield
Hertfordshire
AL9 5NR
Telephone 01707 281804

Specification Queries

County Supplies & Contract Services
Mount Pleasant Lane
Hatfield
Hertfordshire
AL9 5NR
Telephone 01707 28

Tenderers should note that any information provided in the clarification of points raised by individual tenderers will be given to all other tenderers.

Information provided to the tenderer by the Contracting Authority will at all times be given in good faith. The Contracting Authority will use its best endeavours to ensure that any information given is accurate and complete but the Contracting Authority shall not be liable for any misstatement or misrepresentation made to the tenderer by the Contracting Authority except where such misstatement or misrepresentation shall be made otherwise than in good faith.

In respect of information given within this tender document, the Contracting Authority believes it has provided all the known detail. Tenderers should indicate to the Contracting Authority where they deem the information given to be insufficient for the construction of their tender. The Contracting Authority will assume that the tenderer has sufficient information for this purpose unless notified otherwise in the manner described.

**HERTFORDSHIRE COUNTY COUNCIL
COUNTY SUPPLIES & CONTRACT SERVICES
ON BEHALF OF THE CENTRAL BUYING CONSORTIUM**

THE SUPPLY OF

2. GENERAL CONDITION OF CONTRACT FOR THE SUPPLY OF GOODS

INCORPORATION

These Conditions shall be incorporated in any Contract made by any Customer for the purchase of goods unless they are specifically excluded and shall apply to the extent that they are not inconsistent with any special Conditions of Contract.

2.1 DEFINITIONS

In these Conditions unless the context otherwise requires, the following definitions shall apply.

“The Consortium” means the Central Buying Consortium (including any successors or assigns).

“The Central Buying Consortium” means the buying consortium for the time being consisting of Coventry, Portsmouth and Southampton City Councils, Luton and Northampton Borough Councils, Milton Keynes Council and the County Councils of Bedfordshire, Buckinghamshire, Dorset, Essex, Hampshire, Hertfordshire, Kent, Northamptonshire, Oxfordshire, Suffolk and West Sussex (including all successors or assigns).

“The Contracting Authority” means the County Council that invites tenders or quotations on behalf of the Consortium for the supply of particular goods to Customers.

“The Agreement” means the agreement between the Contracting Authority and the Contractor that allows for Customers to place orders for goods with the Contractor.

“The Authorised Officer” means the Contracting Authority’s representative duly authorised to act in the administration of the Agreement.

“The Customer” means any member authority of the Consortium or any individual properly authorised to place orders under this agreement.

“The Contractor” means the person, firm or company whose tender has been accepted by the Contracting Authority.

“The Order” means an official order issued by the Customer to the Contractor.

“The Contract” means the Contract arising from the Contractor’s receipt of the Customers’ official order.

“The Goods” means the articles or items referred to in the Order.

2.2 SPECIAL CONDITIONS

If Special Conditions are incorporated in this Agreement they shall be read together with these General Conditions and to the extent that they conflict with these General Conditions then the Special Conditions shall prevail. These General and any Special Conditions shall override any Conditions that may be printed on notepaper invoices, delivery notes and the like which may be submitted by the Contractor.

2.3 QUANTITIES AND MANAGEMENT INFORMATION

- 2.3.1 Where an estimated quantity is stated in the Schedule this is intended to convey the anticipated requirement for the period in question. However, members of the Consortium give no guarantee and do not bind themselves to order the quantity stated.
- 2.3.2 The Contractor shall be required to provide accurate and up to date management information at the required frequency to the participating members of the Consortium throughout the duration of the Agreement. Such information shall include but not be limited to volume and turnover figures.

2.4 SUPPLY OF GOODS

- 2.4.1 All Goods to be the subject of a properly authorised Order issued by the Customer. The Contractor shall supply to the Customer and shall deliver at the place specified on the Order of Goods in accordance with the terms of this Agreement. The Customer shall not be responsible for any Goods that are delivered by the Contractor and are not the subject of an Order.
- 2.4.2 The Contractor warrants that the Goods to be supplied comply in all respects with all relevant legal requirements in force at the time of supply.

2.5 QUALITY

- 2.5.1 The Goods shall conform in every respect to any sample, drawings pattern or specification provided or given by either party and shall be capable of meeting any standard or performance specified in the Agreement; and where the purpose for which they are required is indicated in the Order either expressly or by implication, be fit for that purpose.
- 2.5.2 The Contractor shall use his best endeavours to provide, for the purposes of this Agreement, materials whose manufacture, use and disposal have the least practicable harmful impact on the environment.

2.6 DELIVERY OF THE GOODS

- 2.6.1 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition.
- 2.6.2 Delivery shall be free of all charges to the Customer and delivery to a carrier shall not be deemed to be delivery of the Goods to the Customer unless otherwise agreed.
- 2.6.3 Every delivery of the Goods shall be accompanied by a delivery note addressed to the Customer at the establishment named in the Order.

- 2.6.4 Proof of delivery shall only be considered by the Customer on production by the Contractor of a copy of the delivery note signed by an Authorised Officer of the Customer.
- 2.6.5 The Contractor or the Contractor's servants and agents shall comply with all reasonable requirements of the Customer at the place of delivery and in particular shall ensure that their vehicles are not reversed or manoeuvred at any establishment where children or vulnerable people are or are likely to be present, without assistance from a responsible adult.
- 2.6.6 All deliveries shall be agreed with the Customer. The timing of deliveries must coincide with normal working hours unless otherwise agreed between the Contractor and the Customer.

2.7 VARIATION OF CONTRACT PRICE

No variation in the price of the Goods will be accepted for any reason whatsoever unless the Authorised Officer of the Contracting Authority shall have already accepted a price variation in writing as being justified or as may be required in the Special Conditions.

2.8 PAYMENT AND RISK, PROPERTY AND TITLE

- 2.8.1 The Contractor shall render an account to the Customer by an invoice quoting the relevant order number and if approved in accordance with this Agreement the Customer shall pay the invoice in accordance with their usual payment terms unless any other terms of payment have been so required in the Special Conditions, or otherwise agreed.
- 2.8.2 Risk, property and title in the Goods shall pass to the Customer when delivery has been made in accordance with the Order unless the Goods are subsequently rejected.

2.9 VALUE ADDED TAX

All Value Added Tax payable on Goods supplied to the Customer will be paid by the Customer at the appropriate rate.

2.10 INDEMNITY AND INSURANCE

- 2.10.1 The Contractor shall fully indemnify the Customer and the Contracting Authority against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of any copyright, intellectual property rights, patents or patents pending arising out of the performance of this Contract.
- 2.10.2 The Contractor shall indemnify and keep indemnified the Customer and the Contracting Authority against the injury to or death of any persons, or loss of or damage to any property, all actions, claims, demands, proceedings, damages, costs charges and expenses whatsoever (including the Goods themselves) which may arise out of or in consequence of the performance of the Contract including (for the avoidance of doubt) all claims by purchasers from the Customer.

2.10.3 Without prejudice to his liability to indemnify the Customer the Contractor shall maintain and shall cause any Sub-Contractor to maintain such insurance's as are necessary to cover the liability of the Contractor or, as the case may be, of such Sub-Contractor in respect of personal injury or death arising out of or in the course of or caused by the performance of the Contract by the Contractor and in respect of injury or damage to property, real or personal, arising out of or in the course of or by reason of the performance of the Contract by the Contractor.

2.10.4 The Contractor shall take out public liability insurance of not less than a minimum of £5,000,000 (£10,000,000 dependant on Authority) for any one claim, without limit to the number of claims. The Contractor shall if so required by the Contracting Authority before the delivery of any Goods produce to the Authorised Officer any such insurance policy or policies of insurance required to be effected together with the receipt for the payment of the last premium in respect of each policy.

2.11 DEFAULT BY CONTRACTOR IN THE SUPPLY OF GOODS

2.11.1 If the Goods to be supplied under the Contract shall not:

- (i) be duly delivered by the Contractor to the Customer within the delivery period for which time shall be of the essence; or
- (ii) be of the quality and specification ordered; or
- (iii) be in the quantity or number required by the Order; or
- (iv) be delivered with a delivery or advice note containing correct and sufficient particulars of the name, quality, specification, rate, order number, quantity and numbers of such goods;

then the Customer may, without prejudice to any other remedy, by written notice served on the Contractor, reject those Goods and in every such case the Customer may purchase at such prices, and on such terms as the Customer thinks fit, the same or similar Goods from any other person and in such event the Contractor shall pay to the Customer or the Customer may deduct from any sum that is due, or may become due, to the Contractor all excess costs, charges and expenses of acquiring the Goods due to the Contractor's failure to perform the Contract.

2.11.2 The Customer shall be entitled to deduct all damages costs, charges and expenses from the Contractor arising out of negligence by the Contractor, its Employees or its Agents in or about the performance or non-performance of this Agreement from any sums due or to become due to the Contractor, or to recover the same from the Contractor as liquidated damages by action at law or otherwise as the Customer may determine.

2.11.3 Neither the Customer nor the Contracting Authority accepts any responsibility for rejected Goods which remain at the Contractor's sole risk.

2.12 REMOVAL OF REJECTED GOODS

Rejected Goods shall be removed by and at the expense of the Contractor within 14 days or such other period as may be agreed with the Customer. If the Contractor fails to remove the Goods within the time specified the Customer or the Contracting Authority may arrange for the Goods to be removed and charge the Contractor with all expenses incurred in such removal.

2.13 CONFIDENTIALITY

2.13.1 The Contractor or the Contractor's employees shall not divulge to any third party any information which comes into their possession and neither dispose of nor part with possession of any confidential material provided to the Contractor by the Customer pursuant to the Contract without the express permission of the Authorised Officer. The provisions of this condition shall apply notwithstanding termination of this Contract.

2.13.2 The Contractor shall not without the prior written consent of the Authorised Officer divulge the existence of a contract or disclose any information relating to or contained in this Agreement to any person who is not engaged in the performance of the Agreement. The provisions of this condition shall apply notwithstanding the termination of this Agreement.

2.14 FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control but nothing in this condition shall limit the obligations of the Contractor to use its best endeavours to fulfil its obligations under the Contract or this Agreement.

2.15 WAR AND/OR DISASTER

Where an emergency or disaster occurs and any of the members of the Central Buying Consortium have a duty to carry out plans made by them within the meaning of the Civil Defence Act 1948 or any modification or re-enactment thereof being in force then the Contractor shall so far as is physically possible continue to perform the Contract.

2.16 SUB-LETTING

The Contractor shall not sub-contract the whole or any part of the supply of the Goods to any person without the previous written consent of the Contracting Authority. Whilst consent shall not unreasonably be withheld it shall be at the discretion of the Contracting Authority and if given shall not relieve the Contractor from any liability or obligation under the Agreement.

2.17 TERMINATION

2.17.1 The Contracting Authority may by notice in writing forthwith (or at such later date as it may specify) terminate the Agreement in whole or in part, if any one of the events set out in condition 2.17.2 occurs. Upon such termination the contract period shall be deemed to have expired but such termination to be without prejudice to any right of action or remedy which shall have accrued or shall thereupon accrue to members of the Consortium and where appropriate the Consortium shall be entitled to recover from the Contractor the reasonable and proper amount of any resultant loss.

2.17.2 The events referred to in Clause 2.17.1. are:

2.17.2.1 if the Contractor has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other Contract with the Consortium or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Consortium or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Consortium the Contractor or any person employed by it or acting on its behalf appears to have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or to have given any fee or reward contrary to Section 117(2) of the Local Government Act 1972; or

2.17.2.2 if the Contractor commits persistent breaches or a substantial breach of any of the terms of the Agreement and the Contracting Authority reasonably regards such a substantial breach as incapable of being remedied; or

2.17.2.3 if it is discovered by the Contracting Authority at any time that the Contractor;

(i) has fixed or adjusted the amount of his tender for the Agreement by or in accordance with any agreement or arrangement with any other person; or

(ii) communicated to any person other than the Contracting Authority the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender); or

(iii) entered into any agreement or arrangement with any other person that he would refrain from tendering or as to the amount of any tender to be submitted; or

(iv) offered or agreed to pay or gave or did pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person in respect of an act or omission, in relation to any other tenderer or proposed tenderer for the Agreement.

If any of the events referred to in this clause 2.17.2.3 occur the Contracting Authority shall be entitled to terminate the Agreement forthwith and to recover from the Contractor the amount of any loss resulting from such termination and the Contractor may be disqualified from tendering for any future Agreement with the Consortium.

2.17.2.4 if the Contractor, being an individual, or a partner in the case of the Contractor being a partnership any partner, becomes bankrupt or makes a composition or arrangement with creditors or has a proposal made for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986; or

2.17.2.5 if the Contractor being a company;

- (i) has an application made under the Insolvency Act 1986 in its respect to the Court for the appointment of an administrative receiver (save for a frivolous or vexatious application which is not disposed of within 28 days); or
- (ii) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed; or
- (iii) has a provisional liquidator, receiver or manager of its business or undertaking duly appointed; or
- (iv) has an administrative receiver as defined in the Insolvency Act 1986 appointed; or
- (v) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge; or
- (vi) is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitles the court to make a winding-up order; or

2.17.2.6 if the Contractor ceases to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets which, in the reasonable opinion of the Contracting Authority, would adversely affect the Agreement; or

2.17.2.7 if the Contractor is a company and the majority of shares carrying a right to vote in the Contractor or its Holding Company are acquired by a person who is not at the date hereof a majority shareholder; or

2.17.2.8 if the Contractor is a partnership, and the senior equity partners at the date hereof or a substantial number thereof leave the partnership.

2.18 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in the Agreement confers or purports to confer any third party benefit or any right to enforce any term of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

2.19 EQUAL OPPORTUNITIES

2.19.1 The Contractor shall observe as far as possible the Commission for Racial Equality's Code of Practice, the Disability Rights Commission's Code of Practice and the Equal Opportunities Commission's Code of Practice which aim to eliminate racial discrimination, discrimination against disabled persons or persons who have a disability, and discrimination on the grounds of sex and marriage, and to promote equality of opportunity in employment.

2.19.2 The Contractor shall provide such information as the Contracting Authority may reasonably request for the purpose of assessing the Contractor's compliance with Clause 2.19.1.

2.20 NOTICE TO CONTRACTOR

Any notice or other document to be served on the Contractor shall be deemed to have been sufficiently served if served personally on the addressee or if sent there by pre-paid first class recorded delivery or facsimile transmission or electronic mail to the Contractor's registered office or last known address and shall, subject to proof to the contrary, be deemed to have been received on the second business day after the posting date or on the successful transmission as the case may be.

2.21 NOTICES TO CONTRACTING AUTHORITY

Any notice or other document to be served on the Contracting Authority shall be deemed to be sufficiently served if served personally on the addressee or if sent by prepaid first class or recorded delivery post or facsimile transmission or electronic mail to the address stated in the letter of acceptance of the Contracting Authority and shall subject to proof to the contrary shall be deemed received on the second business day after the posting date or on the successful transmission as the case may be.

2.22 ARBITRATION

Save in respect of Termination or any other condition where the discretion of the Contracting Authority is stated to be absolute any dispute or difference which may arise between the Contracting Authority and the Contractor in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Contracting Authority and the Contractor or failing such agreement within fourteen days to be nominated by the President at the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

2.23 LAW

The Agreement and any resulting Contract shall be construed in accordance with English law.

2.24 MONETARY UNION

Should the United Kingdom enter into European Monetary Union during the duration of this Contract, any additional costs, duties and responsibilities falling directly on the Contractor will be at his own expense.

2.25 PROHIBITED USE OF THE CBC LOGO

The Contractor shall not use the logo of the Consortium or any representation thereof, nor cause it to be used other than in accordance with the protocol agreed with the Contracting Authority or with the written consent of the Contracting Authority acting on behalf of the Consortium.

**HERTFORDSHIRE COUNTY COUNCIL
COUNTY SUPPLIES & CONTRACT SERVICES
ON BEHALF OF THE CENTRAL BUYING CONSORTIUM**

THE SUPPLY OF

3. SPECIAL CONDITIONS

3.1 LATE PAYMENT

In the event of failure by the Council to make payment in accordance with Clause 2.7.1 then the Contractor shall be entitled to any interest on any payment overdue thereunder from the due date to the date of actual payment at the rate of 2% per annum over the base rate for the time being of the National Westminster Bank PLC or such other bank as the Council may from time to time nominate in writing.

3.2 ENVIRONMENTAL

3.3 PRICE VARIATIONS

3.4 TESTING AND INSPECTION

3.5 MARKETING

3.6 REBATES

3.7 ADVERTISING