

**May 2020**

**Theale CE Primary School**

**INVITATION TO TENDER**

<b>PROJECT DETAILS</b>
<b>TENDER FOR:</b> Catering Contract
<b>TENDER RETURN DATE AND TIME (DEADLINE):</b> Noon, 29 <sup>th</sup> May 2020

## CONTENTS

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1.	Introduction and background .....	1
2.	Tender Timetable.....	6
3.	Tender completion information .....	8
4.	Tender evaluation model.....	14

## SCHEDULES

1. Technical and Commercial Questions
2. Draft Contract (attached)
3. Specification (attached)
4. Provisional list of transferring employees
5. Data Protection
6. Commercially sensitive information
7. Personnel security standard checks
8. Nationality and Immigration Status
9. Bidder information, suitability assessment questions and declaration
10. Form of Tender
11. Certificate of Undertaking and Absence of Collusion
12. Prompt Payment Certificate
13. Exit Plan
14. Tender Compliance Checklist

## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Contents of the ITT**

This invitation to tender (ITT) comprises:

- Tender completion requirements, evaluation model, specification and schedules.
- Technical and commercial questions.

### **1.2 Introduction to the School**

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Lynn Park, School Business Manager at Theale CE Primary School, Church Street, Theale, Reading RG7 5BZ ([tfinance@theale.wberks.sch.uk](mailto:tfinance@theale.wberks.sch.uk), 0118 9302239), if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed. For further information about the School and its plan, goals and priorities, please refer to our website at: [www.thealeprimary.co.uk](http://www.thealeprimary.co.uk)

### **1.3 Scope of the Project**

The Governors of Theale CE Primary School are inviting you to tender for a contract for the provision of a fully managed catering service to Theale CE Primary School in line with the school's requirements and specifications as described in this document and the accompanying Specification.

#### **Background & Objectives to the Project**

Theale CE Primary School requires a school meal service that provides healthy balanced meal options. We believe that there is a link between a healthy diet and the ability to learn effectively, and therefore, we require this important element of the school day to benefit our pupils as much as possible.

We want every child or parent to be able to choose, and be provided with, their preferred meal. We also want every child to enjoy their meal in a well prepared and safe dining area. We understand the school has a responsibility to promote and encourage healthy eating and we require a caterer to work with the school on developing this further. It is very important that the service delivers both value for money as well as high standards in procurement, production and customer care.

Our school is in the process of moving site. In light of the current COVID-19 situation, we anticipate a move for September 2020, however this is subject to change based upon Government guidance.

Contractors are invited to visit the School and catering facilities (whilst observing Government rules on social distancing) to find out more and are referred to the school's Ofsted Report (available online), and our website: [www.thealeprimary.co.uk](http://www.thealeprimary.co.uk)

**Number of Pupils on Roll: 333**

**Number of Free School Meals: 41**

**Number of UIFSM: 135**

**Current Average Weekly Uptake: 761**

**Current Meal Price: £2.35**

## **Technical Requirements**

The Contractor is required to:

- Present a proposal for their service, including information on how they propose to maximise pupil meal uptake through the provision of the service. This should include a unit cost for children's and adult's meals, as well as any other associated contract costs
- Provide and evidence a high quality service consistent with the statutory requirements of school food standards. With one kitchen and food transported between the schools, how would you improve the quality? What investment would be made in our school to support this? Ensure this is considered based on the duration of the contract. It is important for the Contractor to ensure a healthy diet for young people is balanced with a cost-effective service for the school
- give assurances and evidence, that they have the qualifications to carry out the service
- outline their quality control procedures and be able to provide evidence
- outline and evidence how they can ensure every pupil will get their choice at the kitchens. How will they ensure the portion size is correct for the age of the child?
- provide the school with an outline of the duties of the school and responsibilities of the Contractor
- provide testimonials and evidence to assure the School that they have the relevant experience to provide the service.
- give assurances that health and safety legislation will be met at all times, incidents will be properly recorded and reported as expected by HSE
- outline what payment options are offered and how they will be processed
- provide information regarding their debt management system and will they manage themselves
- give detail on and evidence their management of allergens and how they can ensure no child receives an ingredient they are allergic to
- set out lunch time furniture and put it away and clean the floor, with the aid of the lunchtime supervisors, ensuring school timeframes are met.
- provide information on how queries from the school will be dealt with on a day-to-day basis and timeframes for response.
- provide details of the system for invoicing/crediting the school, including timeframes.
- include options for kitchen maintenance, deep cleans and provision of white goods, as well as cutlery and crockery.

### **The Contractor may:**

- provide to the school, for consideration, any additional information which they wish to include in a separate document included in their submission.

**The Contractor must ensure the food provided is:**

- fresh
- locally produced (as far as possible)
- seasonal
- cooked from scratch
- minimal use of frozen products (specify frozen ingredients)
- nutritionally balanced & healthy

**The Contractor must ensure the agreed menu is:**

- age appropriate
- child friendly
- varied (at least 3 main and pudding options, including vegetarian)
- popular
- adhered to unless prior agreement of variation is obtained from the school.

**The Contractor is responsible for food presentation that is:**

- prepared and presented to be accessible and appealing to children
- linked, at times, to the curriculum e.g. displays, theme days, nutritional information etc.

**The Contractor must provide close and regular support of kitchen employees offering:**

- training in food hygiene, safe working practices, health and safety at work and good kitchen practices
- advice and training in presentation of food and communication with children
- an overall child focussed service
- to take responsibility for health and safety in the kitchen

### **The Contractor must follow these general principles:**

- reflect the school's ethos of sustainable procurement.
- provide an affordable, high quality, value for money catering service and assist the school with planned future purchases so that they can budget proactively for repairs and maintenance.
- offer menus which consist of nutritionally balanced meals within the Government's food-based standards for school food and comply with directives for healthier products and restricted or banned products.
- seek to improve eating habits of our children
- actively involve and inform parents and respond to their enquiries directly

### **Implementation of the project**

Contractors must satisfy the school of their ability to provide the service set out and must make their costings clear to the school. The school are looking for a contract term of 3 years with the option to extend for a maximum of two [2] one [1] year periods. Any capital investment opportunities for the school would be welcomed and we are open to ideas to improve the service as mentioned above.

### **Open Evenings, Parents Evenings, Hospitality:**

The school requires the Contractor to attend open events and parent evenings to promote school meals and future uptake by offering information and free samples to parents and future pupils. This would be provided by the Contractor free of charge as an opportunity for them to market their company and increase future catering income.

The school may require the Contractor to provide additional catering services, such as lunches for staff and hospitality for visitors and meetings. The Contractor would invoice the school for such services, at an agreed price per head depending on the service provided.

### **Personnel**

- The successful Contractor shall conform to the Terms of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE).
- The school requires the Contractor to take responsibility for the employees from 25<sup>th</sup> July 2020.
- Schedule 4 represents a profile of the employees that are entitled to transfer under TUPE.
- The Tenderer is advised to seek independent professional advice on the consequence for them if they are the successful Tenderer as to the Tenderer's liabilities under the TUPE Regulations. In particular, the application of the TUPE Regulations could give rise to the following liabilities for both the outgoing provider and the successful Tenderer:
  - A requirement to consult with recognised Trade Unions or other employee representatives of any employees of the transferor or transferee who may be affected by the transfer;
  - A requirement to maintain existing rates of pay and conditions of employment of employees (including provision of pensions and holiday entitlement).
- The school requires the successful Contractor to establish with the current Contractor the most viable method in terms of employment transfer.
- The successful contractor will adhere to supplying future TUPE information within 14 days of a request from the school

### **Pensions**

- Current employees who have a pension are members of the current Contractor's employer pension scheme. The new Contractor must either buy into this pension scheme or provide a pension that is deemed, by an actuary registered with the IFOA, to be of equivalent terms or increasing upon current terms of employees' pension.

- Any expenses incurred by the Contractor in satisfying the necessary pension arrangements shall be at the Contractor's expense.

### **Terms and Conditions of Tender**

- The Tender Documents submitted by the Contractor are, and shall remain, the property of the school.
- It is the responsibility of Contractors to obtain for themselves at their own expense, all information necessary for the preparation of their Tenders. Information supplied by the school (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tenders. Contractors must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the school for any inaccurate information obtained by Contractors. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the school.
- Tenders must be submitted for the supply of all the requirements specified.
- All information supplied by the school in connection with this Invitation to tender shall be regarded as confidential by the Contractor, except that such information may be disclosed for the purpose of obtaining quotations necessary for the preparation of the Tender.
- Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer, its advisers and the school. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the school.
- Requests for information received following the procurement process shall be considered on a case-by-case basis.
- The school shall treat all Tenderers' responses as confidential during the procurement process.

### **Contract term**

The School proposes to enter into a Contract for a minimum period of three years with the option to extend for [1] year with the successful Tenderer (**Contractor**).

The anticipated service commencement date is 25<sup>th</sup> July 2020.

### **1.5 Purpose and scope of this ITT**

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

## 1.6 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted by email to [tfinance@theale.w-berks.sch.uk](mailto:tfinance@theale.w-berks.sch.uk). Tenderers should ensure that they do not identify their organisation when submitting clarification questions. Clarification questions will be available to all to see.

The School will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the School's response to them on the e-tendering portal. If a Tenderer wishes the School to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the School, the clarification is not confidential, the School will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2. Tenderers are advised not to rely on communications from the School in respect of the Services or ITT unless they are made in accordance with these instructions.

## 1.7 Clarifications about the contents of the Tenders

The School reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

## 2. TENDER TIMETABLE

### 2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

<b>Event</b>	<b>Date</b>
Deadline for receipt of Tenders	29 <sup>th</sup> May 2020
Evaluation of Tenders	1 <sup>st</sup> June 2020
Notification of contract award decision	12 <sup>th</sup> June 2020
"Standstill" period	13 <sup>th</sup> June – 22 <sup>nd</sup> June 2020
Confirm contract award	23 <sup>rd</sup> June 2020
Contract start and start of mobilisation period	25 <sup>th</sup> July 2020
Target service commencement date	2 <sup>nd</sup> September 2020



Tenderers should note that this is an indicative timetable and process only and the School reserves the right to amend this process and timetable at its absolute discretion.

Tenderers are required to keep their Tender Responses valid for acceptance for a period of 120 days from the close date of receipt of Tender Responses.

## 2.2 **Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The School may, however, in its own absolute discretion extend the Deadline and in such circumstances the School will notify all Tenderers of any change.

## 2.3 **References**

Tenderers are requested to supply 2 references. References will be used to verify the technical proposals put forward in the Tender Response and will not be scored.

The School reserves the right to seek references from any of the Tenderer's customers, whether or not the Tenderer has listed such customers as referees.

## 2.4 **Reference site visits**

All Tenderers are asked to make available 1 reference site.

In light of the Covid-19 situation reference site visits will not be part of the evaluation criteria. The School reserves the right to visit reference site(s) or contact them for feedback.

## 2.5 **Software or product demonstration**

You will need to include a demonstration of the [software] solution proposed for the Contract, in light of the current Covid-19 situation this may be done by remote access by providing a demonstration video or other means (see paragraph 4 for more information).

## 2.6 **Contract award**

The School may award Contract(s) on the basis of a Tender submitted in accordance with the instructions below. Contract award is subject to the formal approval process of the School. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

Once the School has reached a decision in respect of a contract award, it will notify all Tenderers of that decision and provide for a standstill period in accordance with PCR 2015 before entering into any Contract(s).

## 2.7 Debrief

The contract award notification will be sent to each Tenderer. The School will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

## 3. TENDER COMPLETION INFORMATION

### 3.1 Formalities

All documents comprising the Tender must be completed and emailed to [tfinance@theale.w-berks.sch.uk](mailto:tfinance@theale.w-berks.sch.uk) by the Deadline.

Tender Responses received by any other means (for example, post or fax) will be rejected.

Specifications, data, documentation or other technical or business information ("information") furnished or disclosed to the Tenderer hereunder shall be deemed to be the School's property.

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant, and clearly stated.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- A table of contents must be provided.
- The Tender must be fully and clearly cross-referenced.
- A list of supporting material must be supplied.

The Tender must be clear, concise and complete. The School reserves the right to mark a Tenderer Response down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender (0). Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in

full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

### 3.2 **Executive summary**

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

- An outline of the way in which the School's requirements are to be met by its proposal.
- A summary of all the services offered by the Tenderer in response to the ITT.
- An overview of the Tenderer's overall costs and proposals in relation to pricing.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the School's requirements and the pricing, payment and performance model.
- Confirmation that the Tender(s) will remain open for a period of 120 days.
- Written confirmation of no adverse change to its financial standing and any other information.
- Any other requirements of the School (for example, certificates of non-collusion, non-canvassing and so on).

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify the School of them. The School reserves the right to disqualify any Tenderer that fails to duly notify the School. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. [In particular, these include the provisions set out in regulation 57 of the PCR 2015.] Any change in the eligibility of a Tenderer must be notified immediately to the School in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

### 3.3 **Submission of Tenders**

Each Tenderer:

- Must submit one Tender Response.

The Tender Response must meet the School's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender Response itself. That is, the Tender Response must be capable of being accepted by the School in its own right.

### 3.4 **Contract terms**

The draft Contract that the School proposes to use is attached at Schedule 2. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Response unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.6 and the School will consider whether any amendment to the Contract is required. Any amendments shall be published through the portal and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the School, the School shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the School through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

### 3.5 Documents forming the contract

The following documents shall form part of the Contract between the School and the Contractor(s):

#### LIST DOCUMENTS

- Contract and its schedules.
- Specification.
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the Contractor).
- Responses to requirements **OR** method statement questions (as completed by the Contractor).
- A list of commercially sensitive information (as completed by the successful Tenderer).

### 3.6 Tender Compliance Checklist

Tenderers must ensure the items in Schedule 14 Compliance Checklist are returned. Failure to include any of the mandatory items by the Deadline may render the Tender non-compliant.

All Tenders received by the Deadline will be checked for compliance with the submission requirements set out in this ITT. If the School does not consider a Tender compliant, it reserves the right not to carry out any further evaluation and may eliminate the Tenderer from the procurement.

You must respond to all of the questions in this document, ensuring that the numbering and order remains the same. You should ensure your answers are as clear and concise as possible, limiting your answer to no more than the maximum words count stated.

All proposals contained in a Tender must be capable of delivery and the Tender must have commitment from within the Tenderer's organisation.

Where a section of a Tender is duplicated between a different section, Tenderers may cross-refer to the part of their Tender where the information has been provided, rather than repeat that information for each section. This should be clearly referenced.

### 3.7 **Consortia and subcontractors**

The School requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Contractor.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Contractor and envisage that they will establish a special purpose vehicle as the prime contracting party with the School.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Contractor but envisage that one of their number will be the Contractor, the remaining members of that group will be subcontractors to the Contractor.

### 3.8 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the School, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the School.

If a Tenderer proposes to enter into a Contract with the School, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the School (or any other person) to enter into a contractual arrangement.

### 3.9 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the School is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers are advised that documentation provided by them in response to this ITT and other documentation supplied by them in connection with this procurement may be the subject of a request for information under the FOIA or the EIR.

Tenderers are required to specify (with reasons) any information contained in their proposals or tenders which they regard as falling within any of the exemptions from disclosure specified under FOIA/EIR including (without limitation) information provided in confidence by completing the form in 0 of this ITT. Tenderers are required to state which provisions of FOIA/EIR apply to the information identified above.

Tenderers are to make sure any information that is considered commercially confidential is clearly marked as such. The front page of the document must be clearly marked "“In confidence – not to be circulated”" (and any document, submission or each relevant page of the document must also be marked “commercially confidential”). Information marked as confidential should be limited to that which is genuinely confidential, and which may be exempted from disclosure under FOIA/EIR. Tenderers are to be aware that any document, submission, proposal or tender that indicates that all of the information provided in it is confidential, without a clear and substantive justification, is unlikely to be acceptable to the School. Tenderers are to also be aware that even where information is identified as confidential and/or commercially sensitive the School may be required to disclose such information in accordance with FOIA or the EIR.

If the School receives a request under FOIA or the EIR for the release of information which has been provided by a Tenderer, the School shall consult with the relevant Tenderer to inform its decisions regarding any exemptions as they may relate to the bid and including any subsequent iterations of that detailed bid submitted by a Tenderer to the School in the course of this procurement but otherwise use reasonable endeavours to consult with the relevant Tenderer as soon as practicable where it considers that the requested information may include exempt information relating to that Tenderer. Where the School consults with the Tenderer, the Tenderer must respond to the School’s requests within three (3) working days (unless otherwise agreed by the School), in order that the School may comply with its obligation to answer the request within the relevant time limit.

The School shall be responsible for determining, at its absolute discretion, whether such exemption is to apply and Tenderers agree to comply with any such decision taken by the School.

The School shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA, the EIR or other legislation governing access to information including but not limited to guidance notes and codes of practice issued by the Information Commissioner.

Tenderers are recommended to take their own independent legal advice regarding the effect of the FOIA and the EIR.

Tenderers should be aware that the School may comply with the Government’s Transparency Agenda by publishing procurement documentation and contracts on appropriate publicly accessible websites. The procurement documents, the fact that the Tenderer has submitted a bid and the text of any Contract awarded may therefore be published (subject to possible redactions at the School’s discretion, relating to information which is exempt from disclosure under the FOIA and the EIR).

### 3.10 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the School has given express written consent to the relevant communication. For example, no statements may

be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the School.

### 3.11 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the School or any employees or agents of the School in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the School or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the School and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the School.

### 3.12 **School's rights**

The School reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the School.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### 3.13 **Bid costs**

The School will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the School.

### 3.14 **Anti-Competitive Behaviour**

In order to create a level playing field for Tenderers, the School may require evidence from Tenderers that their arrangements are not anti-competitive. The School reserves the right to require Tenderers to comply with any reasonable measures such as may be needed to verify that no anti-competitive arrangements are in place.

Any evidence of any anti-competitive behaviour could result in Tenderers being disqualified from the procurement process.

The above requirements are supplementary to the requirement to provide a Certificate of Undertaking and Absence of Non-collusion, a copy of which is provided at 0.

### 3.15 **Governing Law**

All tender discussions with Tenderers will be conducted, and all documents, proposals and tenders will be prepared, in the English language. The procurement process and any contract arising will be subject to English law and the exclusive jurisdiction of the English courts.

### 3.16 **Specification of Standards**

Where reference is made to an International, European or British Standard then a Tenderer may propose an equivalent to any of these, provided that its proposal offers equivalent guarantees of safety, suitability and fitness for purpose to those specified.

## 4. **TENDER EVALUATION MODEL**

### 4.1 **Tenders Received**

After the formal tender opening, each Tender response will be checked for completeness and compliance. The School reserves the right to reject a Tender response and/or disqualify a Tenderer where the response is incomplete or non-compliant, including where the Tender response is submitted late, is completed incorrectly, is materially incomplete, does not meet the essential criteria, is submitted in any other format other than specified.

### 4.2 **Award Criteria and Evaluation Criteria**

The Award Criteria (**Award Criteria**) are:

- 70% technical or quality (maximum of 70 marks are available).
- 30% cost (maximum of 30 marks are available).

A maximum of 100 marks are available within this Tender.



Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Response.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the School has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the School's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT. The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them are set out below.

<b>Evaluation Criteria: Commercial</b>	<b>[PERCENTAGE]%</b>	<b>Means of evaluation</b>
Price	30%	Completed price breakdown
<b>Evaluation Criteria: Technical</b>		
Menus, including dietary and allergen management	30%	Sample menus, written submission
Service implementation and transfer, Staff development and management, marketing and communications	20%	Written submission
Payment, debt management and meal ordering system	20%	Written Submission

## 4.3 Evaluation process

### Technical or quality evaluation

The technical evaluation will be scored in accordance with the table below.

A total of 70 marks is available for the Technical or quality evaluation criteria which equates to 70% of the total mark.

#### Scoring matrix for the technical and quality criteria

Assessment	Score	Summary	Interpretation
Excellent	5	Very strong evidence of appropriate knowledge, skills or experience.	As well as addressing all, or the vast majority of, bullet points under each criteria heading, it will demonstrate a deep understanding of the project. All solutions offered are linked directly to project requirements and show how they will be delivered and the impact that they will have on other areas/stakeholders.
Good	4	Sufficient evidence provided of appropriate knowledge, skills or experience. Have confidence in their ability to deliver the required service	Will reflect that bidders will have addressed, in some detail, all or the majority of the bullet points listed under each criteria heading. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. Bidders should make clear how their proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes
Acceptable	3	Reasonable evidence of appropriate knowledge, skills or experience. Meets requirements in many areas but not all.	Will again address the majority of the bullet points under each criteria heading but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the aims/objectives of this project. Any significant omission of key information as identified under each criteria heading will point towards a score of 3.
Minor Reservation	2	Some evidence of appropriate knowledge, skills or experience. Meets requirements in some areas but with important omissions	Will reflect that the bidder has not provided evidence to suggest how they will address a number of bullet points under the evaluation criteria heading. Tenders will in parts be sketchy with little or no detail given of how they will meet project requirements. Evidence provided is considered weak or inappropriate and is unclear on how this relates to desired outcomes.
Serious Reservations	1	Very little evidence of appropriate knowledge skills or experience	Will reflect that there are major weaknesses or gaps in the information provided. The bidder displays poor understanding and there are major doubts about fitness for purpose.
Unacceptable	0	No evidence/response	Will result if no response is given and/or if the response is not acceptable and/or does not cover the required criteria.

## Pricing evaluation

Bid prices will be scored:

- The Total Mark for the Price is 30 marks which equates to 30% of the total scores.
- The Tenderer proposing the lowest annual price will be given the maximum financial score available for the Pricing criterion.
- Other Tenderers will be evaluated and given a financial score by dividing the lowest Tenderer's price (L) by their higher tendered price (H) and the result multiplied by the maximum score available (40) for that criteria. One total financial score will be awarded to each Tenderer.

Tender Price	Score
Lowest annual price (L)	Maximum Number of Marks Available for Price 30 marks
Higher annual price (H)	$L/H \times (\text{Number of Maximum Available Marks for Price})$

Mathematical errors detected by the Schools in the submission of Financial Offers will be corrected in the following manner:

- a) If there are errors in the addition of costs, the total is corrected and the correct amount reflected in the total bid price;
- b) Any Tenderer affected by mathematical errors will be told immediately and given the corrected bid price. Proposals must confirm their acceptance of this modification otherwise their bid will be rejected.

### 4.4 Transferring employees and pension requirements

- i. The School considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) and the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 will apply on the Contract, although the School gives no assurances, guarantees nor warranties about the effect or applicability of TUPE. It is the responsibility of Tenderers to form a view on their exact obligations under TUPE and the School makes no representations on these obligations. Tenderers are advised to seek their own professional advice in order to form their view on TUPE.
- ii. Provisional list of Third-Party Employees: Contained within Schedule [4] and include 1 x cook, 1 x assistant, 2 x general assistants.
- iii. Tenderers' pricing models must include the costs associated with the TUPE transfer of these employees. [If the costs associated with a TUPE transfer (including pension's costs) are subsequently found to be lower than envisaged, the Contractor shall make a corresponding reduction in the contract price.]
- iv. Tenderers are required to confirm that they will comply with their obligations under TUPE (if TUPE does apply).
- v. Tenderers may apply to the School for confidential workforce information about employees who may be affected by the outsourcing of the service. Tenderers shall be required to execute and return to the School the Confidentiality Agreement in order to receive such information.

- vi. The School has used all reasonable endeavours to obtain TUPE information, which is believed to be correct at the time of issue but is not and cannot be held accountable for any errors or omissions. It remains the Tenderer's responsibility to ensure that its tender takes full account of the relevant circumstances.
- vii. The Tenderer shall comply, amongst other things, with the consultation requirements in the TUPE Regulations and to act reasonably and expeditiously in all dealings with TUPE issues.
- viii. Any meetings with third party contractors' employees must be arranged through the School. The Tenderer must not and shall not approach such employees or its representatives directly.
- ix. The Tenderer shall comply with all protocols and procedures/processes required to be complied with or followed in connection with all TUPE and pensions issues including inter alia the Code on Workforce Matters, the Pensions Act and consultation requirements and shall comply at all times with all legislation that may affect staff as a result of their transfer under and subject to TUPE.
- x. The School has included information relating to the terms and conditions of staff carrying out the work being tendered. Those staff may consist of employees of the existing contractors, including former employees of the School, and School employees. Tenderers should note that TUPE provides for the transfer of employees employed in the part of the service so transferred at the point of transfer, and Tenderers should be aware that the information relating to those employees may have altered at the point of transfer. This information is provided in good faith and the School gives no assurances, guarantees nor warranties as to the accuracy or completeness of the disclosed information.
- xi. Tenderers will be expected to provide all necessary information required by the School and its existing contractors to allow the School and its existing contractors to meet their obligations under TUPE to consult with recognised trades unions and employees' representatives about any likely consequences for affected staff.
- xii. If TUPE is deemed to apply to transfer employees of the School (a Primary TUPE transfer) or former employees of the School (a Secondary TUPE transfer) the new employer will be required to offer appropriate pension provision to those employees in accordance with the Fair Deal and the Best Value Authorities Staff (Pensions) Direction 2007.
- xiii. Where there is a Primary TUPE transfer, the School will need to be satisfied that the Tenderer is either a member of the Local Government Pension Scheme (LGPS), is proposing to apply for membership of the LGPS, or is proposing to offer pension arrangements which are the same as, broadly comparable to, or better than those available to staff eligible for the LGPS. Where the Tenderer is not able to provide benefits which are fully comparable with the standard, it may propose other changes to the remuneration package to offset the degree of detriment suffered.
- xiv. Where there is a Primary TUPE transfer, the School has a preference for Tenderers to seek "admitted body status" as it enables employees to enjoy continuity in their pension arrangements. It believes that there should be no higher cost to Tenderers in seeking admitted body status compared to providing a broadly comparable scheme. If this is not possible, and where permitted by Fair Deal, the new employer must offer the employees access to a pension scheme which has been certified by the Government Actuary's Department (GAD) as broadly comparable to the [NAME OF PENSION SCHEME]. The School must be provided justification from the Tenderer for not seeking admitted body status for its consideration.

- xv. The School must see a copy of the GAD certificate before the transfer date. [In addition, the costs and terms applicable to the bulk transfer of accrued benefits must be clearly provided for in the Tender.]
- xvi. Tenderers are advised that their tender should take into account all costs relating to TUPE and all costs relating to pension provision.

**Schedule 1: Technical and Commercial Questions**

	<b>Contractor 1</b>	<b>Contractor 2</b>	<b>Contractor 3</b>	<b>Contractor 4</b>
<b>The Contractor is required to:</b>				
Present a proposal for their service, including information on how they propose to maximise pupil meal uptake through the provision of the service. This should include a unit cost for children's and adult's meals, as well as any other associated contract costs				
Provide and evidence a high quality service consistent with the statutory requirements of school food standards. It is important for the Contractor to ensure a healthy diet for young people is balanced with a cost effective service for the school				
Give assurances and evidence, that they have the qualifications to carry out the service				
Outline their quality control procedures, providing evidence				
Outline and evidence how they can ensure every pupil will get their choice at the kitchens. How will they ensure the portion size is correct for the age of the child?				
Provide the school with an outline of the duties of the school and responsibilities of the Contractor				
Provide testimonials and evidence to assure the School that they have the relevant experience to provide the service.				
Give assurances that health and safety legislation will be met at all times, incidents will be properly recorded and reported as expected by HSE				
Provide details of how the Contractor will ensure the smooth transfer of service.				
Outline how what payment options are offered and how they will be processed				
Provide information regarding their debt management system and will manage themselves				
Give detail on and evidence their management of allergens and how they can ensure no child receives an ingredient they are allergic too				
Set out lunch time furniture and put it away and clean the floor, with the aid of the lunchtime supervisors, ensuring school timeframes are met.				

Provide information on how queries from the school will be dealt with on a day-to-day basis and timeframes for response.				
Provide details of the system for invoicing/crediting the school, including timeframes.				
Include options for kitchen maintenance, deep cleans and provision of white goods and crockery/cutlery.				
<b>The Contractor must ensure the food provided is:</b>				
Fresh				
Locally produced (as far as possible)				
Seasonal				
Cooked from scratch				
Minimal use of frozen products (specify frozen ingredients)				
Nutritionally balanced & healthy				
<b>The Contractor must ensure the agreed menu is:</b>				
Age appropriate				
Child friendly				
Varied (at least 3 main and pudding options including vegetarian and provision for allergy diets)				
Popular				
Adhered to unless prior agreement of variation is obtained from the school.				
<b>The Contractor is responsible for food presentation that is:</b>				
Prepared and presented to be accessible and appealing to children				
Linked, at times, to the curriculum e.g. displays, theme days, nutritional information etc.				
<b>The Contractor must provide close and regular support of kitchen employees offering:</b>				
Training in food hygiene, safe working practices, health and safety at work and good kitchen practices				
Advice and training in presentation of food and communication with children, working with the school staff in our new kitchen				
An overall child focussed service				
To take responsibility for health and safety in the kitchen				
<b>The Contractor must follow these general principles:</b>				
Reflect the school's ethos of sustainable procurement.				

Provide an affordable, high quality, value for money catering service and assist the school with planned future purchases so that they can budget proactively for repairs and maintenance				
Offer menus which consist of nutritionally balanced meals within the Government's food-based standards for school food, and comply with directives for healthier products and restricted or banned products				
Seek to improve eating habits of our children				
Actively involve and inform parents and respond to their enquiries directly				
The school requires the Contractor to attend open evenings for new pupil entrants in Reception and to promote school meals and future uptake by offering information and free samples to parents and future pupils. This would be provided by the Contractor free of charge as an opportunity for them to market their company, and increase future catering income				
The school may require the Contractor to provide additional catering services, such as lunches for staff and hospitality for visitors and meetings. The Contractor would invoice the school for such services, at an agreed price per head depending on the service provided				
The successful Contractor shall conform to the Terms of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)				
Appendix 1 represents a profile of the employees that are entitled to transfer under TUPE				
The Tenderer is advised to seek independent professional advice on the consequence for them if they are the successful Tenderer as to the Tenderer's liabilities under the TUPE Regulations. In particular, the application of the TUPE Regulations could give rise to the following liabilities for both the outgoing provider and the successful Tenderer:				
A requirement to consult with recognised Trade Unions or other employee representatives of any employees of the transferor or transferee who may be affected by the transfer				
A requirement to maintain existing rates of pay and conditions of employment of employees (including provision of pensions and holiday entitlement)				



The school requires the successful Contractor to establish with the current Contractor the most viable method in terms of employment transfer				
The successful contractor will adhere to supplying future TUPE information within 14 days of a request from the school				
<b>Pensions:</b>				
Current employees who have a pension are members of the current Contractor's employer pension scheme. The new Contractor must either buy into this pension scheme or provide a pension that is deemed, by an actuary registered with the IFoA, to be of equivalent terms or increasing upon current terms of employees' pension				

**Schedule 2: Draft Contract (attached)**

**Schedule 3: Specification (attached)**

**Schedule 4: Provisional List of transferring employees**

Employee No.	Job Title	DOB	Start Date	Detail of Ts & Cs	Location	Contract Hours	Rate of Pay / Salary	Allowances / Overtime Payments etc	Notice Period	(Days) Annual Leave Ent	Sickness Ent	Pension/ Healthcare /Life Assurance Ent
	General Assistant			Term time only plus 5 inset days	Theale	16			As much notice as possible, at least 1 weeks notice in writing to your line manager	20 days	SSP only	No
	General Assistant			Term time only plus 5 inset days	Theale	15			As much notice as possible, at least 1 weeks notice in writing to your line manager	20 days	SSP only	No
	General Assistant			Term time only plus 5 inset days	Theale	16			As much notice as possible, at least 1 weeks notice in writing to your line manager	20 days	SSP only	No
	Cook			Term time only plus 5 inset days	Theale	25			As much notice as possible, at least 1 weeks notice in writing to your line manager	20 days	SSP only	Yes

### Schedule 5: Data protection schedule

1. The Contractor shall comply with any further written instructions with respect to processing by the School.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

**Schedule 6: Commercially sensitive information.**

**Commercially sensitive information**

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
POSITION: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Schedule 7: Personnel Security Standard Checks

The School carries out Personnel Security Standard verification checks on all new employees. Contractors and consultants with a similar level of access to Departmental assets as Departmental staff must undergo the same level of checks.

The verification process consists of 4 separate checks as follows:

- Identity.
- Employment history.
- Nationality and immigration status.
- Unspent criminal records.

### Identity

You should ensure that the identity of any relevant staff and sub-contractor's staff has been verified and that the evidence can be provided to the School on request.

The Departmental process for verifying an identify is to request the following information and to check the full name and signature, date of birth and full permanent address against qualifying documents:

- Name.
- Date of birth.
- Full permanent address.
- NINO or other unique personal identifying number.
- Employers' details for the past three years.
- Qualifications and licenses.
- Educational details and references (where appropriate).
- Permission to work in the UK (if appropriate).

Alternative arrangements can be made including the use of commercial agencies provided that the minimum requirements listed above are met.

### Employment History

You should ensure that an individual's employment history has been verified and that the evidence can be provided to the School on request.

You should verify the last 3 years' employment or academic history checking with previous employers, following up references (where required) or using a commercial CV checking service.

Ask for further references if:

- An employer's reference is not available. Get a second personal one from a person of standing in the candidate's community (e.g. a JP, medical practitioner, officer of the armed forces, teacher, lecturer, lawyer, bank manager, civil servant etc.)
- The individual has been in education full time. Get a reference from their academic institution.
- The individual has served in the Armed Forces or Civil Service. Get a reference from their service or department.

## Schedule 8: Nationality and Immigration Status

You should verify an individual's nationality and immigration status and ensure that they have a right to remain and work in the UK. Evidence must be provided to the School on request.

The minimum requirement for the verification process is as follows:

Individuals should be asked to produce one of the following:

- A UK passport describing the person as a British citizen or citizen of the UK and colonies with the right of abode in the UK.
- A passport with a certificate of entitlement issued by the UK with the right of abode in the UK.
- A passport or ID card issued by a European Economic Area (EEA) State, or State with an agreement forming part of the Communities Treaties (e.g. Switzerland) and which describes the holder as a citizen.
- An EEA registration certificate, permanent residence document or (permanent) residence card, or EEA residence permit. (Swiss nationals are treated as EEA nationals for these purposes.)
- A passport or travel document endorsed to show they are exempt from immigration controls, with indefinite leave to enter or stay in the UK, or no time limit on the stay.
- A passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the employment in question (provided that it does not require the issue of a work permit).
- An Application Registration Card (ARC) which indicates that the holder is entitled to take employment in the UK.

Alternatively you can ask the individual to produce a document issued by a previous employer, Inland Revenue, School for Work and Pensions' Jobcentre Plus, the Employment Service, the Training and Employment Agency (Northern Ireland) or the Northern Ireland Social Security Agency, which contains the national insurance number of the person named in the document and one of the following.

- A full UK birth certificate which specifies the names of the holder's parents.
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- A certificate of registration or naturalisation as a British citizen.
- A letter issued by the Home Office, to the holder, which indicates that the person named in it has been granted indefinite leave to enter, or remain in, the UK.
- An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted indefinite leave to enter, or remain in, the UK.
- A letter issued by the Home Office, to the holder, which indicates that the person named in it has subsisting leave to enter, or remain in, the UK and is entitled to take the employment in question in the UK.
- An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted leave to enter, or remain in, the UK and is entitled to take the employment in question in the UK.

Or you can ask the individual for:

A work permit or other approval issued by Work Permits UK **and** a passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the work permit employment in question, or a letter issued by the Home Office to the holder confirming the same.



## **Unspent Criminal Record**

Organisations other than sole traders that are awarded contracts by the School should obtain a DBS check on behalf of their employee and should provide a copy for the School as it may be required to obtain a security pass to enter Departmental premises.

Sole traders must make a self-declaration of any unspent convictions. The School aims to check all declarations through Disclosure Scotland.

You must not supply any individual if they are:

- On probation (in a legal sense.)
- Under a suspended prison sentence.
- Released from prison on parole.
- Still under a conditional discharge.

## Schedule 9: Bidder Information, Suitability assessment questions and declaration

Please answer the following questions in full. You must complete self-declaration

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE)	

	b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>2</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <sup>3</sup>  (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company:  - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company:  - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	

<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>2</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

<sup>3</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model				
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					

	The approximate % of contractual obligations assigned to each sub-contractor					
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### Exclusion Grounds

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on below, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on below.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for	Yes <input type="checkbox"/> No <input type="checkbox"/>

	exclusion ? (Self Cleaning)	
2.3(a)	<p><b>Regulation 57(3)</b></p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The School reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

#### Financial standing Questions

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<b>Section 5</b>	<b>If you have indicated in question 1.2 that you are part of a wider group, please provide further details below:</b>
<b>Name of organisation</b>	
<b>Relationship to the Supplier completing these questions</b>	

<b>5.1</b>	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.2</b>	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.3</b>	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

<b>Section 1</b>	<b>Contact details and declaration</b>	
<b>Question number</b>	<b>Question</b>	<b>Response</b>
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## **Mandatory Exclusion Grounds**

### **Public Contract Regulations 2015 R57(1), (2) and (3)**

### **Public Contract Directives 2014/24/EU Article 57(1)**

## **Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

## **Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

## **Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

## **Terrorist offences or offences linked to terrorist activities**



Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

### **Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

### **Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

### **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

### **Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

## Schedule 10: Form of Tender

### FORM OF TENDER: TENDER CERTIFICATE

TO: [SCHOOL]

DATE: [DATE]

PROVISION OF: [TITLE OF CONTRACT]

REFERENCE NUMBER: [OJEU CONTRACT NOTICE REFERENCE NUMBER]

- i. We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide [NAME OF [Services] ][Works][Supplies]] as specified in those documents and in accordance with the attached documentation to the School commencing [DATE] and continuing for the period specified in the Contract.

**TOTAL SUM FROM TENDER PRICING SCHEDULE, YEAR 1: £ \_\_\_\_\_**

**TOTAL SUM FROM TENDER PRICING SCHEDULE, YEAR 2: £ \_\_\_\_\_**

**[MARK-UP ON PARTS AND MATERIALS FOR DURATION OF CONTRACT TERM: %]**

**[MARK UP ON SUB-CONTRACTOR WORKS FOR DURATION OF CONTRACT TERM: %]**

**Please attach:**

- **Your prices for each year of the Contract including any extension.**
- **A detailed breakdown of what the prices include bearing in mind that the School requires you to include all costs, disbursements etc.**

**Please note that the Contract Price will be paid in accordance with clause 7 of the draft Contract.**

- ii. If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.
- iii. We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the School or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the School and the [manager **OR** company].
- iv. We further agree with the School in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.9 of the ITT.
- v. We further undertake and it shall be a condition of any Contract, that:
  - The amount of [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the School and that the amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the School.
  - We have not canvassed and will not, before the evaluation process, canvass or

solicit any member or officer, employee or agent of the School or other contracting School in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I warrant that I have all requisite School to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature \_\_\_\_\_

Name and status \_\_\_\_\_

Signature \_\_\_\_\_

Name and status \_\_\_\_\_

For and on behalf of [NAME OF COMPANY, PARTNERS OR CONSORTIUM]

**Schedule 11: Certificate of Undertaking and Absence of Collusion**

The Tenderer must sign and return to the School the following Certificate of Absence of Collusion:

We the undersigned do hereby certify that: -

- (a) Our tender is bona fide and intended to be competitive and we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person;
- (b) We have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (c) We have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or asked them the amount of any tender to be submitted;
- (d) We have not offered to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the nature specified and described above;
- (e) We further undertake that we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

Dated this                      day of                      2020

Signature .....                      In capacity of .....

Duly authorised to sign tenders and certify acceptance of the provisions of the Prompt Payment Certificate for and on behalf of:

Postal Address:  
Tel No:  
Email Address:

## Schedule 12: Prompt Payment Certificate

**This Certificate forms part of the Tender requirements and must be submitted as part of your Tender.**

- i. I/We understand that in accordance with regulation 113 of the Public Contract Regulations 2015 Schools must ensure that prompt payment obligations are passed down the supply chain on public procurement contracts.
- ii. Furthermore I/We understand that the Cabinet Office “Mystery Shopper” service may investigate problems, including the question of prompt payment, in public procurement supply chains and will name and shame any suppliers that are proved to be poor payers.
- iii. Any sub-contract for [Services][Works][Supplies] entered into by the Contractor shall provide for timely payment of the sub-contractor on terms comparable to those detailed in the Terms and Conditions of Contract.
- iv. For any other sub-contract for [Services][Works][Supplies] the Contractor shall pay his suppliers within 30 days of the receipt of a valid demand for payment, or within any other period as may be normal practice within the industry for the supply of such goods and services.
- v. I/We understand that failure by us to comply with sections (iii) and (iv) above and/or failure to act in accordance with the provisions for prompt payment of sub-contractors/suppliers found within the Conditions of Contract will be taken into account as provided for by the Public Contract Regulations 2015 when considering future tendering opportunities for our Company or any future Company which may be formed by us.

Dated this                      day of                      2020

Signature .....                      In capacity of .....

Duly authorised to sign tenders and certify acceptance of the provisions of the Prompt Payment Certificate for and on behalf of:

Postal Address:

Tel No:

Email Address:

## Schedule 13: Exit Plan

### Introduction

1. It is in the interests of both parties to a contract to have a clearly defined exit strategy – it removes uncertainty, reduces risk and helps develop a strong relationship. Uncertainty over the exit roles and responsibilities, scope, cost and duration make it difficult to achieve a smooth exit that provides value for money for the school and risk reduction for the both the school and the supplier.
2. The Exit Plan should be reviewed periodically during the contract and it will probably evolve, making changes necessary as the contract progresses and begins to near its completion.

### The objective of the Exit Plan is to ensure:

- An orderly and smooth termination of the contracted activities leading to the completion of the contract and its outcomes at the expiry of the contract or if in exceptional circumstances, where the contract is terminated immediately or early.
- A plan for communicating with all partners and employees during the exit period, in ways that avoid any detrimental impact on respective business resulting from the termination.

### Key requirements are:

- That the responsibilities of both parties to the contract are clearly defined in the event of expiry or termination and the Plan should be known and understood by all delivery partners
- The Plan should identify what action will be taken by all parties in the case of an immediate or early termination of the contract and actions to be taken as the contract reaches its normal completion date. It should confirm what is owned by whom at the end of the contract/termination e.g. data, IPR, assets. It should also identify:
  - what information will be provided by the contractor, when and under what circumstances to allow effective due diligence, if appropriate
  - What access to procedures, systems and people will be allowed by the contractor to the school and when and how.
  - What active support will be provided by the contractor to support the cessation of the contract?
  - How long the transition period/support requirement will take.
  - Who pays for what, when and how?

### Documentation and Access

- The contractor shall provide the school on request with information and documentation reasonably necessary to assist with the cessation of the contract. The contractor shall co-operate with all reasonable requests made by the school relating to the contract activities.

The Exit Plan should include key activities and decision to be taken for three scenarios: immediate exit, early exit and completion of the contract.

**Schedule 14: Tender Compliance Checklist**

<b>Document Reference/ Paragraph Number</b>	<b>Item</b>	<b>Form of response</b>	<b>Status</b>	<b>Provided</b>
Paragraph 2.3	Two References	Written Form	Mandatory  Not evaluated	Yes/No
Paragraph 3.2	Executive summary	Contents specified	Mandatory  Not evaluated	Yes/No
Schedule 1	Technical and commercial questions	Questionnaire attached	Mandatory  Evaluated	Yes/No
Schedule 8	Commercial questions	Template attached	Mandatory  Evaluated	Yes/No
0	Commercially sensitive information	Template attached	Optional  Not evaluated	Yes/No
0	Form of Tender signed	Template attached including breakdown of prices	Mandatory  Prices will be evaluated	Yes/No
0	Certificate of Undertaking and Absence of Collusion signed	Template attached	Mandatory  Not evaluated	Yes/No
0	Prompt Payment Certificate signed	Template attached	Mandatory  Not evaluated	