INVITATION TO TENDER LETTER

St Vincent's Catholic Primary School

INVITATION TO TENDER (ITT) for the refurbishment of educational washroom facilities.

1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Instructions and information on the tendering procedures.

Document 2 Specification of the Requirements

Document 3 Declaration and information to be provided by tenderer.

2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.

3 A copy of your tender must be received by Mrs Juliana Gonzalez, juliana.gonzalez@st-vincents.bromley.sch.uk no later than 15th December. Late tenders will **not** be considered.

4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to Mrs Gonzalez, at the above address marked 'No Tender'.

5 Please contact Mrs Gonzalez, at the above address if you have any questions about the tendering procedure. The enclosed Document 1 also contains details for providing you with further information or clarification of the requirements of St Vincent's Catholic Primary School (herein, the School).

I look forward to your response.

Yours sincerely

DOCUMENT 1

INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Mrs Gonzalez, juliana.gonzalez@st-vincents.bromley.sch.uk 0208 8575134 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.

Incomplete Tender

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

Returning Tenders

3 The School will accept hard copies or electronic copies of your tenders. The School will send a confirmation of receipt of bid email.

4 Manuscript bids including envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Tenders must be delivered by 12:00pm on 15th December.

Receipt of Tenders

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

Acceptance of Tenders

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

Inducements

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

Confidentiality of Tenders

8 Please note the following requirements, you must not:

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

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

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

Debriefing

10 Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.

Evaluation Criteria

11 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.

12 Your capability to perform the contract will be evaluated using selection on the award criteria set out in Annex 1 Only the top 2 scoring organisations in the selection stage will have their tenders assessed.

Freedom Of Information

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

Tender Period

14 Due to the intensive evaluation process, the School requires tenders to remain valid for the period specified in Document 4.

Basis of the Contract

15 The specification in Document 2, and the terms and conditions in Document 3, together with any special requirements, will form the basis of the contract between the successful tenderer and the School.

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

Format of Bids

18 Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Specification

Section 4 Cost and Charging Arrangements

Section 5 Declarations, Undertakings and Attachments

Conclusions

19 Whilst every endeavour has been made to give tenderers a suitable description of the School's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

DOCUMENT 2

SPECIFICATION OF REQUIREMENT

1 Introduction/Background

Complete washroom refurbishment in an educational setting.

2 Purpose

Full refurbishment of four sets of toilets in our primary school.

The sets of toilets comprise the following requirements:

Junior Girls toilets. Refurbishment including changing the flooring, wall panelling and suspended ceiling. Layout to be kept as three cubicles and solid surface wash trough of three sets of taps.

Junior Boys toilets. Refurbishment including changing the flooring, wall cladding and false ceiling. Layout to be kept as three cubicles and solid surface wash trough of three sets of taps.

Infant Girls toilets. Refurbishment including changing the flooring, wall cladding and false ceiling. Layout to be kept as five cubicles and solid surface wash trough of five sets of taps.

Infant Boys toilets. Refurbishment including changing the flooring, wall cladding and false ceiling. Layout to be kept as four cubicles and solid surface wash trough of four sets of taps.

Work proposal should include any necessary electrical and plumbing installation.

5 Costs

5.1 Please give a detailed breakdown of costs (excluding VAT).

5.2 The successful tenderer should provide details of discounts for prompt payment.

6 VAT

6.1 Please state clearly when submitting prices whether or not VAT will be charged.

6.2 Where the contract price agreed between the School and contractor is inclusive of any VAT, further amounts will not be paid by the School should a vatable supply claim be made at any later stage.

6.3 Where the overall contract price is exclusive of VAT, the School will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes the School will pay any VAT incurred at the new rate.

6.4 It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

DOCUMENT 3

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

Declarations

1 ..... (Name of tenderer) declares that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid until _____ and that we are not entitled to claim from the School any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer .....

Undertaking

The School requires all tenderers to make full and frank disclosure to the School in the form of a signed undertaking in respect of any or all of the following:

a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;

b) any convictions for a criminal offence committed by the tenderer (or being a company, by its officers or any representative of the company);

c) any acts of grave misconduct committed by the tenderer (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;

d) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and

e) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Attachment 1

Terms and Conditions

CONTRACT FOR WASHROOMS REFURBISHMENT

THIS CONTRACT IS DATED ----------

Parties

1) St Vincent's Catholic Primary ("the School"); and

2) ***_enter company name and registered number_* whose registered office is at ***_enter the full address_*** ("the Contractor")**

Recitals

The Contractor has agreed to fully refurbish our washrooms on the terms and conditions set out in this Contract.

The School's reference number for this Contract is KS1KS2T

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services""	the services to be performed by the Contractor as described in Schedule 1;
"the Contract Manager"	Mrs Juliana Gonzalez
"the Contractors Contract Manager	*** *name of the Contractors Contract Manager****
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than

	the School;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"School's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the School, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"His Majesty's Government"	means the duly elected Government for the time being during the reign of His Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the School in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm,

unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on ***_enter start date_*** and, subject to Clause 10.1 shall complete the Services on or before ***_enter end date_***

Add the following line if the contract will be signed late after the start date of the contract

This Contract shall be deemed to have been effective from ***_enter same start date as above_***.

3 Contractor's Obligations

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

4 School's Obligations

The School will comply with the payment provisions, provided that the School has received full and accurate information and documentation as required by to be submitted by the Contractor for work completed to the satisfaction of the School.

5 Changes to the School's Requirements

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

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

6 Management

6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

7.1 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

7.2 The Contractor shall immediately notify the School if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

7.3 The Contractor, its employees and sub-contractors (or their employees), whilst on

School premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

7.4 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the School's reasonable security requirements as required from time to time.

8 Copyright

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the School absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

9.1 The Contractor warrants to the School that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the School to expect in all the circumstances. The School will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

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

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

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

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

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

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

9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which

may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the School its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy, or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

10.1 This Contract may be terminated by either party giving to the other party at least 2 months notice in writing.

10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

10.4 This Contract may be terminated by the School with immediate effect by notice in writing if at any time:-

10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.

10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the School in writing. For the purpose of this Sub-Clause 10.4.5 “control” means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct

10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;

10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil their obligations relating to the payment of Social Security

contributions;

10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil their obligations relating to payment of taxes;

10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the School in or pursuant to this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the School.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the School.

12 Confidentiality

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

12.3 The Contractor may only disclose the School's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

12.4 The Contractor shall not, and shall ensure that the Contractor Personnel do not, use any of the School's Confidential Information received otherwise than for the purposes of this Contract.

12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

12.6 Nothing in this Contract shall prevent the School from disclosing the Contractor's Confidential Information:

12.6.1 for the purpose of the examination and certification of the School's accounts; or

12.6.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the School has used its resources.

12.7 The School shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the School's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

13.1 The Contractor acknowledges that the School is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the School to enable the School to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the School all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the School with a copy of all Information in its possession, or power in the form that the School requires within five Working Days (or such other period as the School may specify) of the School's request; and

13.2.3 provide all necessary assistance as reasonably requested by the School to enable the School to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The School shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless

expressly authorised to do so by the School.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the School may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**"the Code"**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

14 Access and Information

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

15 Transfer of Responsibility on Expiry or Termination

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

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

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

16 Amendment and variation

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

17 Assignment and Sub-contracting

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

18 The Contract (Rights of Third Parties) Act 1999

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

19 Waiver

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

20 Notices

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

21 Dispute resolution

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

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

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

22 Discrimination

22.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

22.2 The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

23 Law and Jurisdiction

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

Timetable **Document 4**

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

ACTIVITY	**TIMESCALE**
Advertise	21th November
Start of clarifications stage / any questions about the specification or procurement process	28th November
End of clarifications stage	12th December
Submission deadline for receipt of bids	2nd January
Inform bidders of award	9th January
10 day stand still period if applicable	With allowance for Christmas period closure, 24th January
Award contact	25th January

Authorised to sign for and on behalf of the School	Authorised to sign for and on behalf of the Contractor
Signature	Signature
Name in CAPITALS	Name in CAPITALS
Position in Organisation	Position in Organisation
Address in full	Address in full
Date	Date

Scoring system for Award Stage **Annex 1**

Evaluation scoring matrix

0-5 scoring system:

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.

Scoring system for Tender evaluation **Annex 2**

Your capability to perform the contract will be evaluated using the criteria set out below. The highest scoring bid will be consider the most economically advantageous tender and the successful bidder (subject to the standstill period).

	Assessment Criteria (should clearly state expected outcomes in each heading)	**Weighting**	**Assessment Score (0-5)**	**Total score**
Ref	**Requirement**			
	• Safety flooring • PVC hygienic wall panelling • Suitable size cubicles according to room size • Wash trough with matching taps according to number of cubicles • Suspended ceiling and hygiene tiles • Electrical installation • Plumbing and pipework • Accessories	15		
Ref	**Delivery**			
	Timeliness, total project time, minimal disruption to the school site and activities	10		
Ref	**Communication**			
	Vendors completeness and clarity of proposal	10		
Ref	**Health and Safety**			
	Appropriate consideration for statutory H&S and best practice	10		
Ref	**Value for money**			
	• Are the goods/services competitively priced? • Does the quality of the goods/services meet the school's needs, and has this been measured against an alternative provider? • Is the supplier known to the school as being reliable, either through first-hand experience or through recommendations by others?	15		

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	**Costs**			
	Cost breakdown	10		