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**Invitation to Tender**

**To be supplied to**

**East Midlands Education Trust**

**Health and Safety Audits**

|  |  |
| --- | --- |
| ITT Number: | **ITT-2-2-2022-EME** |
| Tender issued by: | Jamie Fearn – Procurement Manager jfearn@emet.uk.com Harry Segrove – Estates Officer hsegrove@emet.uk.com  |
| Tender Revision: | **1** |
| Tender Revision notes (if applicable): | Rev.1 – Update of Contract start, completion & Tender closing dates in sections 2.1 and schedule 2. |

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# SECTION 1: OPENENIG INFOMRATION

## BACKGROUND AND INFOMRATION

East Midlands Education Trust is a Multi Academy Trust that consists of 10 primary schools, 9 secondary schools and 1 alternative provision school with a tight geographical focus on the Nottinghamshire, Derbyshire and Leicestershire areas.

East Midlands Education Trust is committed to ensure that all of its 10,335 students realise their full potential and develop into young citizens who make a positive contribution to society.

## PROJECT OVERVIEW AND BACKGROUND

East Midlands Education Trust is committed in providing safe and comfortable facilities for all of its staff and students. The Trust is part of a health and safety advice and support program and performs internal audits on a regular basis. The External Health and Safety Audit will add assurances for the Trust and when used in combination with the internal audits will offer the central estates team and school staff a clear performance picture and health and safety priorities.

## INTERPRETATIONS

In this ITT document the following words shall mean:

“The Trust” East Midlands Education Trust

“The School” Please see full school list in schedule 1

“ITT” This request and supporting documents

“Tenderer” The supplier receiving this invitation

## IMPOTANT NOTICE

The contents of this ITT and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Trust and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Trust, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Trust and its advisers.

The Trust reserves the right to cancel the tender process at any point. The Trust is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but the Trust reserves the right to terminate, amend or vary the procurement process by notice to all tendering organisations in writing. The Trust will accept no liability for any losses caused to you as a result of this.

You must inform the Trust in writing if there is any change in control, composition or membership of your organisation or your consortium members subsequent to your expression of interest in this procurement process. The Trust reserves the right to disqualify you from the procurement process as a result of any such change.

You are reminded of the eligibility requirements that apply to this procurement process at all times. In particular, these include the provisions set out in Regulation 57 of the Public Contracts Regulations 2015. Any change in your eligibility must be notified immediately to the Trust in writing and may result in your disqualification from the procurement process.

# SECTION 2: INSTRUCTIONS TO TENDERERS

## PREPARATION OF TENDERS

* + 1. Further details of the School’s needs under the Contract and other relevant information is provided in schedule 1.
		2. If you have any questions or require any clarifications, please contact Harry Segrove and Jamie Fearn, using procurement@emet.uk.com by no later than two days prior to the submission deadline set out in point 2.2.1.
		3. Any queries should clearly reference any appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.
		4. Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the contract, these should be submitted in writing to the contact details set out in 2.1.2 of these instructions, as soon as possible, and in any case no later than the deadline set out in 2.1.2 of these instructions. Please ensure the specific condition(s) and proposed amendment(s) are provided. These will be reviewed by the School on a case by case basis, and, if accepted, revised terms and conditions will be issued to all Tenderers. Failure to accept the terms and conditions of the contract may result in the tender being rejected by the Trust.
		5. Other than the person or persons identified above, no School or Trust employee or member has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
		6. Please note that the Trust’s responses to any queries or clarification requests may, at the Trust’s discretion, be circulated to all Tenderers.
		7. As far as is reasonably possible, the Trust will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents, if made before the deadline set out in 2.1.2 of these instructions.
		8. The School reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
		9. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
		10. Under the Contract the Trust will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
		11. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated. The School reserves the right to reject any responses received after the Deadline.
		12. The Trust reserves the right to extend the Deadline. Any extension granted will apply to all Tenderers.
		13. Any attempt by you or your appointed advisers to inappropriately influence the contract award process in any way will result in your tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Trust and/or School concerning another tendering organisation may result in disqualification at the discretion of the Trust.

## **TENDER** **SUBMISSION REQUIREMENTS**

* + 1. Tenders must be returned by email to procurement@emet.uk.com quoting ‘EMET Tender Submission’ and the ITT reference number found on the front page of this document. The deadline for submission of Tenders is **Monday 28th March 2022 – 16.00**.
		2. Tenders must be written in the English language.
		3. Tenders must provide responses using the Tender Response Forms found in schedule 3. The Trust reserves the right to disqualify you if you do not submit your tender in a manner consistent with the provisions set out in Instructions to Tenderers, Specification, Terms and Conditions and the Tender Response section.
		4. Tenderers must complete the Pricing Schedule set out in schedule 3.
		5. Tenderers must provide a current financial statement including:
			1. Balance sheet
			2. Profit and loss account
		6. All Prices shall be stated in pounds sterling and exclusive of VAT.
		7. Tenderers must complete and return schedule 3 which includes:
			1. EMET approved contractors from
			2. Grounds for mandatory exclusion
			3. Grounds for discretionary exclusion
			4. Financial Information
			5. Price breakdown
			6. Quality and delivery
			7. Form of Tender
		8. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
		9. The Tender (including price) should remain valid for a minimum period of 90 days.
		10. Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by the Trust.
		11. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

## **CONTRACT DOCUMENTS**

* + 1. Any resulting Contract will consist of the Terms and Conditions as set out in Section 3 and the specification of works set out in Schedule 1 of this document. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
		2. This Trust is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
		3. Any contract award will be conditional on the Contract being approved in accordance with the Trust’s internal procedures and the Trust being generally able to proceed.
		4. The Tenderer shall undertake that, in the event of the tender being accepted by the Trust, within fourteen days of being called upon to do so by the Trust, the tenderer will execute a formal contract consisting of the terms and conditions, specification and submitted pricing schedule within this document and until such date as the contract is executed this tender, together with the formal written acceptance of it by the authorised person(s) on behalf of the Trust, will form a binding agreement between the Trust and the Tenderer.
		5. Failure by the successful tenderer to execute a formal contract within the time specified in point 2.3.4 will render the contract voidable at the option of the Trust at any time.

## **TENDER EVALUATION AND AWARD CRITERIA**

* + 1. The Trust does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
		2. Each Tender will be checked initially for compliance with all requirements of the ITT.
		3. Tenders will be evaluated against the award criteria set out in Schedule 2.
		4. During the evaluation period, the Trust reserves the right to seek clarification from any or all of the Tenderers, to assist it in its consideration of their Tenders.
		5. If the Trust suspects that there has been an error in pricing of the tender, the Trust reserves the right to seek clarification as it considers necessary from that tenderer only.
		6. In case a tender appears to be abnormally low in relation to the services to be provided, the Trust will request a clarification in writing and/or explanation concerning its elements. The Trust reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it comes to the conclusion that the tender is abnormally low.
		7. The award criteria consist of four parts:
			1. Grounds for exclusion – Both mandatory and discretionary (pass/fail)
			2. EMET Supplier Evaluation, including financial assessment (pass/fail)
			3. Price (as detailed in schedule 2)
			4. Non price (as detailed in schedule 2)
		8. A full breakdown of criteria weighting is included in the Evaluation Criteria which is set out in Schedule 2.
		9. The financial information provided will be used to assess whether the bidders possess the necessary economic and financial capacity to undertake the contract.
		10. The financial assessment is an ‘Approved Yes or No criterion based on the level of risk identified. The grounds for exclusion assessment is a Pass or Fail criterion. Only tenderer’s that are financially approved and pass the grounds for exclusion assessment will be considered for the next stages of the award process.
		11. The tenderer with the highest combined score (price and quality) will be awarded the contract.
		12. Tenders will be jointly assessed by a Trust representative(s) and a school representative(s).

## **FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT**

* + 1. The Trust is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).
		2. As part of the Trust’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
		3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
		4. The Trust will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Trust shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Trust must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
		5. The Trust will not be held liable for any loss or prejudice caused by the disclosure of information that:
			1. Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
			2. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
			3. In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

## **PROCUREMENT PROCESS AND TIMETABLE**

The key dates for the remainder of the procurement process are set out in the table below (although the Trust reserves the right to vary key dates on notice to all Tendering Organisations).

|  |  |
| --- | --- |
| **Event** | **Date and Time** |
| Deadline for queries and questions from tenderers | Thursday 24st March 2022 |
| Deadline for the submission of tenders | Monday 28th March 2022 |
| Evaluation of Tenderers | 29th – 31st March 2022 |
| Notification to successful and unsuccessful bidders | Friday 1stth April 2022 |
| Standstill period | 1st April 2022 – 11th April 2022 |
| Contract award date | Tuesday 12th April 2022 |
| Contract start date: | Monday 18th April 2022 |
| Contract Completed on or before: | Friday 10th June 2022 |

# SECTION 3: CONTRACT TERMS AND CONDITIONS

1. **Interpretation**
	1. In this Contract the following words shall mean: -

|  |  |
| --- | --- |
| “The Trust” | The East Midlands Education Trust. Registration No. 07530373 |
| “The School” | The School name within section 1 of the ITT document attached. |
| “Schools” | All schools within East Midlands Education Trust |
| “the Services” | the services to be performed by the Contractor as described in the Tender Specification; |
| “the Contract Manager” | \*\*\**name and full address of the School's Contract manager*\*\*\* |
| “the Contractors Contract Manager“Confidential Information” | *\*\*\* name of the Contractors Contract Manager\*\*\**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.  |
| "Contractor Personnel" | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
| "Trust’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 Trust, 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; |
| "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. 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.
	2. 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.
1. **Commencement and Continuation**
	1. The Contractor shall commence the Services on the earliest date of **18th April 2022**. Actual commencement dates can be confirmed post award and, subject to clauses 11 shall complete the Services on or before **10thJune 2022**.

This Contract shall be deemed to have been effective from **18th April 2022**.

1. **Contractor's Obligations**
	1. The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in the Specification.
	2. The Contractor shall comply with the accounting and information provisions of Schedule 2.
	3. 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.
2. **Trust’s Obligations**

The Trust will comply with the payment provisions of Schedule 2 provided that the School has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the School.

1. **Changes to the Trust's Requirements**
	1. The Trust shall notify the Contractor of any material change to the Trust's requirement under this Contract.
	2. The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Trust 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.
2. **Management**
	1. The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
	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.
3. **Contractor's Employees and Sub-Contractors**
	1. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
	2. 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.
	3. The Contractor shall immediately notify the Trust 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.
	4. 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.
	5. 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.
	6. It is the sole responsibility of the Contractor to ensure its employees and sub-contractors (or their employees), hold a valid Enhanced DBS certificate whilst working on school premises unless express written authority from the Trust has been obtained under special circumstances.
4. **Warranty and Indemnity**
	1. The Contractor warrants to the Trust 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 Trust to expect in all the circumstances. The Trust 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.
	2. Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Trust shall be entitled, where appropriate to:
		1. require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the School; or
		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.
	3. The Contractor shall be liable for and shall indemnify the Trust 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 Trust or otherwise arising out of or in the course of or caused by the provision of the Services.
	4. The Contractor shall be liable for and shall indemnify the Trust 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
	5. All property of the Contractor whilst on the Trust’s premises shall be there at the risk of the Contractor and the Trust shall accept no liability for any loss or damage howsoever occurring to it.
	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, it's 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.
5. **Payment and Accounts**
	1. The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the pricing table found in schedule 3, section 5. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract.
	2. The Contractor shall permit duly authorised staff or agents of the Trust or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required.

The invoice shall be prepared by the Contractor upon completion of the service contained within this contract in arrears.

* 1. The invoice shall be sent, within 30 days of the end of the Contract to AP@emet.uk.com , quoting the purchase order reference number which is allocated after a successful Tender. The Trust undertakes to pay correctly submitted invoices within 30 days of receipt. The Trust shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.
1. **Termination**
	1. 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.
	2. 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.
	3. This Contract may be terminated by the Trust with immediate effect by notice in writing if at any time:-
		1. the contractor fails to comply with the DBS requirements in point 7.6
		2. 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
		3. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
		4. 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
		5. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
		6. 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.
		7. 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
		8. 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;
		9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
		10. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
		11. 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.
	4. 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.
2. **Status of Contractor**
	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 Trust or it’s Schools.
	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 Trust or it’s Schools.
3. **Confidentiality**
	1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
		1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
		2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
	2. Clause12 shall not apply to the extent that:
		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);
		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;
		3. such information was obtained from a third party without obligation of confidentiality;
		4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
		5. it is independently developed without access to the other party's Confidential Information.
	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.
	4. The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Trust’s Confidential Information received otherwise than for the purposes of this Contract.
	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.
	6. Nothing in this Contract shall prevent the Trust from disclosing the Contractor's Confidential Information:
		1. for the purpose of the examination and certification of the Trust’s accounts; or
		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.
	7. The Trust 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 Trust’s obligations of confidentiality.
	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.
4. **Freedom of Information**
	1. The Contractor acknowledges that the Trust is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Trust to enable the Trust to comply with its information disclosure obligations.
	2. The Contractor shall and shall procure that its Sub-contractors shall:
		1. transfer to the Trust 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;
		2. provide the Trust with a copy of all Information in its possession, or power in the form that the Trust requires within five Working Days (or such other period as the Trust may specify) of the Trust's request; and
		3. provide all necessary assistance as reasonably requested by the Trust to enable the Trust 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.
		4. 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.
		5. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Trust.
		6. The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Trust 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:
		7. in certain circumstances without consulting the Contractor; or
		8. following consultation with the Contractor and having taken their views into account; provided always that where 13.5.1 applies the Trust 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.
	3. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Trust to inspect such records as requested from time to time.
5. **Access and Information**

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

1. **Transfer of Responsibility on Expiry or Termination**
	1. The Contractor shall, at no cost to the Trust, promptly provide such assistance and comply with such timetable as the Trust may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Trust 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.
	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.
	3. The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Trust to ensure an orderly transfer of responsibility.
2. **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 Trust may have in place from time to time.

1. **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 Trust. Such consent may be given subject to any conditions which the Trust considers necessary. The Trust 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.

1. **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.

1. **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.

1. **Notices**

Any notices to be given under this Contract shall be delivered personally, sent by post or by email transmission to the **Contract Manager** (in the case of the School) or to the address set out in this Contract.

1. **Dispute resolution**
	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.
	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.
	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.
2. **Discrimination**
	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.
	2. The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.
3. **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.

# SCHEDULE 1: SPECIFICATION OF WORKS

**External Health and Safety Audits 2022**

* Full Health and safety audit carried out at the sites listed in table 2
* Each site visit must be arranged with the contacts listed in table 2
	+ Confirmation of visits to be confirmed via email with school staff in table 2 and hsegrove@emet.uk.com
* Each audit must be carried out in line with the proposed start and finished dates in section 2.6
* Each audit report is to be sent to the school contact listed in table 2 and;
	+ hsegrove@emet.uk.com
	+ cpunter@emet.uk.com
* Suppliers are to provide cost per site breakdown but invoice upon completion
* Health and safety categories and areas to be covered are listed in table 1 which is also embedded in the link below **[HS Audit 2022 Specification.xlsx]**





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| **Table 2** |
| **School Name** | **School Type** |  **Address** | **Post Code** | **Phone number** | **Main Contact** |
| **CP Riverside School** | Alternative provision | Riverside WayNottingham | NG2 1DP | 0115 9864098 | Mark Starling |
| **Castle Donington College** | Secondary | Mount PleasantCastle DoningtonDerby  | DE74 2LN | 01332 810528 | Jez Barnard |
| **Highfields School** | Secondary | **Upper site:** Upper LumsdaleMatlock, Derbyshire**Lower site:** Starkholmes RoadMatlock, Derbyshire | DE4 5NADE4 3DD | 01629 581888 | Alison Watson |
| **John Flamsteed Community School** | Secondary | Derby RoadDenby VillageRipley | DE5 8NP | 01332 880260 | Trish Fretwell |
| **Joseph Whitaker School** | Secondary | Warsop LaneRainworthMansfield, Nottingham | NG21 0AG | 01623 792327 | Adrian Weir |
| **The Kimberley School** | Secondary | Newdigate StreetKimberleyNottimgham | NG16 2NJ | 0115 9387000 | Kirsty Andrews |
| **Limehurst Academy** | Secondary | Bridge StreetLoughborough | LE11 1NH | 01509 263444 | Becky Hutchinson |
| **The Ripley Academy** | Secondary | PeasehillDerbyshire | DE5 3JQ | 01773 746334 | Collette Robson |
| **The South Wolds Academy** | Secondary | Church DriveKeyworthNottingham | NG12 5FF | 0115 9373506 | Andi Hooker |
| **The West Bridgford School** | Secondary | Loughborough RoadWest BridgfordNottingham | NG2 7FA | 0115 9744488 | Mandy Anghelone |
| **Awsworth Primary School** | Primary | The LaneAwsworthNottingham | NG16 2QS | 0115 9321926 | Charlotte Moore |
| **Chellaston Infant School** | Primary | School LaneChellastonDerby | DE73 6TA | 01332 700298 | Mary Tomlinson |
| **Chellaston Junior School** | Primary | Maple DriveChellastonDerby | DE73 6PZ | 01332 701460 | Nic Bacon |
| **Gilthill Primary School** | Primary | GilthillKimberleyNottingham | NG16 2GZ | 0115 9190611 | Emma Westgarth |
| **Hollywell Primary School** | Primary | Hardy StreetKimberleyNottingham | NG16 2JL | 0115 9195898 | Sallyann Petts |
| **Homefields Primary School** | Primary | ParkwayChellastonDerby | DE73 5NY | 01332 691351 | Mel Ross |
| **Kimberley Primary School** | Primary | SwingateKimberleyNottingham | NG16 2PG | 0115 9385050 | Karen Eardley |
| **Larkfields Infant School** | Primary | Coronation RoadNuthallNottingham | NG16 1EP | 0115 9137730 | Zoe Allen |
| **Mornington Primary School** | Primary | Mornington CrescentNuthallNottingham | NG16 1RF | 0115 9757745 | Julie Donoughue |
| **Street Lane Primary School** | Primary | Street LaneDenbyRipley, Derbyshire | DE5 8NE | 01773 742717 | Kelly Brentnall |

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# SCHEDULE 2: AWARD CRITERIA & SCORING METHODOLOGY





# SHEDULE 3: SUPPLIER TENDER RESPONSE

|  |
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| **Section 1: EMET Approved Contractor Request Form (F-PRO-004\_V1)** |
| **1.1 Company Details** |
| Company name: |  |
| Address: |  |
| Telephone number: |  |
| Company registration number: |  |
| VAT number: |  |
| Number of employees: |  |
| Purchase order email address: |  |
| Account manager name: |  |
| Bank name: |  |
| Account number: |  |
| Sort code: |  |
| Remittance email address: |  |
| Invoicing address *(if different to company address)* |  |
| ***The standard supplier payment terms used by East Midlands Education Trust are: 30 days from date of invoice, transferred via BACS payment. These payment terms will be used as default unless otherwise agreed in writing.*** |

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| **1.2 Supply details** |
| Please select the most appropriate supply type and category to suit your business and supply to EMET |
| Supply Category: | **Works and site services** |
| Brief description of the product and/or service being provided on this occasion: |  |

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| **1.3 Insurance** |
| Please provide insurance details below*Please send copies of certificates when returning the tender pack* |
| **Insurance title** | **Insurer name** | **Policy number** | **Amount of cover** | **Expiry date** | **Attached file name** |
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| **1.4 Health and Safety** |
| Please send copies of the documents listed below with tender submission*Please provide the corresponding attachment name in the space provided* |
| Health and safety policy/statement |  |
| Training matrix/details of training records and procedure |  |
| Example risk assessment |  |
| Example method statement |  |
| * Are full project specific risk assessments available upon request? Yes [ ]  No [ ]
* Are full project specific method statements available upon request? Yes [ ]  No [ ]
* Is your company registered with the Contractors Health and Safety Assessment

 Scheme (CHAS) or another recognised body? Yes [ ]  No [ ] *Please provide details and registration Number(s) below** Please provide the details for your company Health and Safety adviser:
 |
|  Name:  |
|  Position:  |
|  Email Address:  |
| * Have you had any Enforcing Authority notices in the last 5-years? Yes [ ]  No [ ]

*If yes, please detail below** Have you had any accidents reportable under RIDDOR in the last 3 years?Yes [ ]  No [ ]

*If yes, please detail below* |

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| * 1. **Ethical conduct**
 |
| * Do you have a Code of Conduct and/or Code of Ethics? Yes [ ]  No [ ]
* Do you promote equality and diversity? Yes [ ]  No [ ]
* Do you promote anti-corruption within your business and supply chain? Yes [ ]  No [ ]
* Do you prohibit the use of child labour in your supply chain? Yes [ ]  No [ ]
* Do you prohibit modern slavery and human trafficking in your supply chain? Yes [ ]  No [ ]
* Do you meet the requirements of any national minimum wage for all employees? Yes [ ]  No [ ]
 |

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| * 1. **Certification**
 |
| Do you hold any of the accreditation and/or certification listed below?*(Select all that apply)* |
| * ISO 9001 [ ]  - Gas Safe [ ]
* ISO 14001 [ ]  - APHC [ ]
* ISO 50001 [ ]  - CIOB [ ]
* ISO 45001 [ ]  - NICEIC [ ]
* OHSAS 18001 [ ]  - SAPCA [ ]
* SSIP [ ]  - UKAS [ ]
* Other [ ]

*(Please specify below)*   |

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| **1.7 Conflict of interest** |
| Are any of your Directors or owners, including persons of significant control, Yes [ ]  No [ ] related to any persons employed by East Midlands Education Trust?*If yes, please detail below*  Are you aware of any other conflict of interest which may arise in us employing Yes [ ]  No [ ] you as a supplier? *If yes, please detail below*  |

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| **1.8 DBS Declaration** |
| I can confirm that all contractors employed by this company who will undertake work on any EMET site have an Enhanced DBS (formerly CRB) Disclosure which we have reviewed and which contains no information which would preclude them from working on an EMET site where I understand there may be children and vulnerable people present. Furthermore, I can confirm that the same contractors have provided satisfactory evidence of their right to work in the UK and have been cleared by the company to undertake work on this basis.  |
| Signed: |  |
| Name: |  |
| Position: |  |

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| **Section 2: Grounds for mandatory exclusion** |
| **2.1(a)** | 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. |
|  | Participation in a criminal organisation.  | Yes [ ]  No [ ] If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|   | Money laundering or terrorist financing | Yes [ ]  No [ ] If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes [ ] No [ ] If Yes please provide details at 2.1(b)  |
| **2.1(b)** | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convicted |  |
| **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 exclusion ? | Yes [ ] No [ ]  |

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| **Section 3: Grounds for discretionary exclusion**  |
| 3.1 | Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes [ ] No [ ] If yes, please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(g) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? |  |

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| **Section 4: Financial Information**  |
|  | **Question** | **Response** |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, please enclose a copy.If no, please provide **one** of the following: | Yes, copy enclosed [ ]  No [ ]  |
| (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. | Yes, copy enclosed [ ] No [ ]  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes, copy enclosed [ ] No [ ]  |
|  | (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). | Yes, copy enclosed [ ] No [ ]  |

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| **Section 5: Total Contract Price Breakdown (70%)** |
| **Site** | **Cost** | **Total** | **Invoice date** |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
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|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
|  |  |  | n/a |
| **Grand Total (excluding VAT)** |  |  |

### **Section 6: Proposal**

Please detail your proposal/schedule to fulfil the specification contained within this ITT. *(continue or supply on separate Page if necessary)*

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### **Section 7: ITT Questions**

**Project Delivery (15%)**

1.What is your earliest available start date? (7.5%)

2. Based on the start date above and the site list in schedule 2. What is your committed completion date? (7.5%)

**Example Audit Report (15%)**

Please provide an example Audit report with your submission. The evaluation panel will review it against the below criteria;

3. Contains all required items as detailed in schedule 2. (7.5%)

4. Presentation and layout of the document. (7.5%)

### **SECTION 8: Form of Tender**

1 I/We the undersigned acknowledge receipt of the following contract documentation:

a) Invitation to Tender **ITT-2-2-2022-EME**

b) Specification of Works

c) Award criteria and scoring methodology

d) Terms and Conditions of Contract

e) Supplier Tender Response Forms

2. I/We hereby offer to provide the services set out therein and perform, fulfil and keep all the obligations of the contractor in accordance with the provisions of the contract conditions, and the specification, all for the sums properly due under the contract as calculated in accordance with the price schedules submitted.

3. I/We confirm that I/We are fully conversant with all the contract documentation, and that this tender is submitted strictly in accordance with that contract documentation and that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.

4. In the event that this Tender is accepted, I/We undertake to execute a formal contract with the School embodying all of the terms and conditions contained within the contract documentation. Unless and until a formal agreement is executed, this Tender together with the Trust’s written acceptance shall constitute a binding Contract between us.

5. I/We understand that the Trust is not bound to accept the lowest or any tender it may receive, and that the School reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders.

6. I/We agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

7. I/We confirm that the person whose signature is appended to this Tender is a duly authorised signatory of our Company and has full and legal authority to sign this Tender on behalf of our Company.

|  |
| --- |
| **Signed for and on behalf of the Tenderer** |
| Signed |  |
| Position |  |
| Company Name |  |
| Address |  |
| Date Signed |  |