TAUHEEDUL EDUCATION TRUST,

Property Services

Part A

OJEU Open Tender

Standard Selection Questionnaire

Reference TETRUST001/2017

OJEU Reference: 17-233750-001

This timetable is indicative only and TET reserves the right to change it at its discretion. You will be notified of any changes we make to the timetable.

| **Stage** | **Date(s)/time** |
| --- | --- |
| OJEU Notice Published | **7th June 2017** |
| Issue of Invitation to Tender | **8th June 2017** |
| Deadline for Receipt of Tenderers Questions, including any proposed changes to the Terms and Conditions issued. | **5th July 2017** |
| Deadline for Response to Tenderers Questions | **7th July 2017** |
| Submission of Tenders | **13th July 2017** |
| Evaluation of Tenders | **27th July 2017** |
| Tenderer Presentation/clarification | **Week Commencing 20th July 2017** |
| Notification of result of evaluation | **28th July 2017** |
| Standstill period | **8th August 2017** |
| Anticipated date of award of Contract(s) | **9th August 2017** |
| Contract commencement | **1st September 2017** |

PROPERTY SERVICES

2017-076113

OJEU OPEN PROCEDURE

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors.** *All sub-contractors are required to complete Part 1 and Part 2[[1]](#footnote-1).*
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.
8. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

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

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

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

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | 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  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 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? (Self-Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

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

|  |  |  |
| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  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) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | 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 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  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? (Self-Cleaning) |  |

**Part 3: Selection Questions**[[5]](#footnote-5)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box? | | Yes ☐  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 ☐  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 ☐  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 ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £x  Public Liability Insurance = £x Professional Indemnity Insurance = £x  Product Liability Insurance = £x  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

|  |  |  |
| --- | --- | --- |
| **8.2** | **Skills and Apprentices[[6]](#footnote-6) – (please refer to supplier selection guidance)** | |
| **a.** | Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes ☐  No ☐ |
| **b.** | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes ☐  No ☐ |
| **c.** | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **8.3** | **Suppliers’ Past Performance[[7]](#footnote-7) - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)** | |
| **a.** | Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years? | Yes ☐  No ☐ |
| **b.** | On request can you provide a certificate from those customers on the list? | Yes ☐  No ☐ |
| **c.** | If you cannot obtain a certificate from a customer can you explain the reasons why? | Yes ☐  No ☐ |
| **d.** | If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it? | Yes ☐  No ☐ |
| **e.** | Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract? | Yes ☐  No ☐ |

**Annex C**

**Mandatory Exclusion Grounds**

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

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

**Participation in a criminal organisation**

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

Conspiracy within the meaning of

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

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

**Corruption**

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

The common law offence of bribery;

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

**Fraud**

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

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

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

Any offence:

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

**Money laundering or terrorist financing**

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

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

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

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

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

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

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

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

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

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

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

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

**Other offences**

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

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

**Discretionary exclusions**

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

* Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
* In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
* In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
* Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

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;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

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.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

# TAUHEEDUL EDUCATION TRUST,

# PROPERTY SERVICES

**Part B**

**OJEU Notice : 17-233750-001**

This timetable is indicative only and TET reserves the right to change it at its discretion. You will be notified of any changes we make to the timetable.

| **Stage** | **Date(s)/time** |
| --- | --- |
| OJEU Notice Published | **7th June 2017** |
| Issue of Invitation to Tender | **8th June 2017** |
| Deadline for Receipt of Tenderers Questions, including any proposed changes to the Terms and Conditions issued. | **5th July 2017** |
| Deadline for Response to Tenderers Questions | **7th July 2017** |
| Submission of Tenders | **13th July 2017** |
| Evaluation of Tenders | **27th July 2017** |
| Tenderer Presentation/clarification | **Week Commencing 20th July 2017** |
| Notification of result of evaluation | **28th July 2017** |
| Standstill period | **8th August 2017** |
| Anticipated date of award of Contract(s) | **9th August 2017** |

**CONTENTS**

**SECTION 1 INTRODUCTION**

**SECTION 2 INSTRUCTIONS TO TENDER**

**SECTION 3 TENDER AND RESOURCE/PRICE SCHEDULE**

**SECTION 4 STATEMENT OF REQUIREMENTS**

**SECTION 5 TERMS AND CONDITION OF CONTRACT**

**SECTION 6 COMPANY INFORMATION**

**SECTION 7 EVALUATION CRITERIA**

SECTION 1: INTRODUCTION

|  |  |
| --- | --- |
| **TET Person dealing with this process** | James Durcan – Procurement Manager |
| **Contact details** | Telephone 03303139859  email: [james.durcan@tetrust.org](mailto:james.durcan@tetrust.org)  All correspondence should be communicated via email to [james.durcan@tetrust.org](mailto:james.durcan@tetrust.org) stating the tender reference in the subject line before 5th July 2017 |

|  |  |
| --- | --- |
| **Tender Return Date and Time** | 12 pm 13TH July 2017 |
| **Tenders should be returned** | One complete paper and an electronic copy on memory stick to be returned to :  James Durcan  Procurement Manager  Tauheedul Education Trust  Shadsworth Road  Blackburn  BB1 2HT  Alternatively, you may submit your Tender by email to [TET\_Procurement@tetrust.org](mailto:TET_Procurement@tetrust.org)  Please remember it is your responsibility to ensure your Tender arrives prior to the deadline stated above. |
| **Other Information** | Tender return envelopes must not bear any indication of the sender. Tenders received with such marking will not be accepted. At this time TET do not have an electronic tendering system however all clarifications will be emailed to all Suppliers. In order to ensure that you receive notification of these can you please email [TET\_Procurement@tetrust.org](mailto:TET_Procurement@tetrust.org) with your contact details. |

|  |  |
| --- | --- |
| Tenderers Information | [tenderer to complete] |
| Company Name |  |
| Person Submitting Tender |  |
| Position |  |
| Telephone Number |  |
| Mobile Number |  |
| Email Address |  |

**Introduction**

You are invited to submit a tender for the above in accordance with the conditions of contract and requirements of this invitation and any documents, schedules and specifications attached.

Please read the information in this Invitation to Tender carefully as it explains what you must do in order to submit your tender to Tauheedul Education Trust. Failure to fully complete the documentation as instructed may result in your tender not being considered. Please pay particular attention to the Timetable shown and the Checklist for Tenderers.

Should you have any queries regarding the tender process please contact the Procuring Manager whose details are shown below.

**Summary Instructions and Details of Contract**

|  |  |
| --- | --- |
| **Item** | **Contract Details** |
| Contract Description: | Provision of Property Services |
| Quantity: | See specification |
| Insurance Requirements: | Employers Liability – minimum value of £5m required  Public Liability – minimum value of £5m required |
| Period of Contract: | 1st September 2017 to 31st August 2019 with the option to extend for up to a further 2 years (on a 1+1 basis) |
| Submission instructions: | One complete paper and an electronic copy on memory stick to be returned to :  James Durcan  Procurement Manager  Tauheedul Education Trust  Shadsworth Road  Blackburn  BB1 2HT  Alternatively, you may submit your Tender by email to [TET\_Procurement@tetrust.org](mailto:TET_Procurement@tetrust.org)  Please remember it is your responsibility to ensure your Tender arrives prior to the deadline stated below. |

|  |  |
| --- | --- |
| How to return a tender, or  To raise a tender clarification | Tender return envelopes must not bear any indication of the sender. Tenders received with such marking will not be accepted.  All tender clarifications should be communicated via email to [TET\_Procurement@tetrust.org](mailto:TET_Procurement@tetrust.org) stating the tender reference number in the subject field at any time up to and including 5th July 2017 Any questions after this date may not be answered. |

|  |  |
| --- | --- |
| Date/time for Tender return: | **13th July 2017** |

**Timetable**

This timetable is indicative only and TET reserves the right to change it at its discretion. You will be notified of any changes we make to the timetable.

| **Stage** | **Date(s)/time** |
| --- | --- |
| OJEU Notice Published | **7th June 2017** |
| Issue of Invitation to Tender | **8th June 2017** |
| Deadline for Receipt of Tenderers Questions, including any proposed changes to the Terms and Conditions issued. | **5th July 2017** |
| Deadline for Response to Tenderers Questions | **7th July 2017** |
| Submission of Tenders | **12:00 noon 13th July 2017** |
| Evaluation of Tenders | **27th July 2017** |
| Tenderer Presentation/clarification | **Week Commencing 20th July 2017** |
| Notification of result of evaluation | **28th July 2017** |
| Standstill period | **8th August 2017** |
| Anticipated date of award of Contract(s) | **9th August 2017** |

**Checklist for Tenderers**

Failure to provide / complete all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

|  |  |  |
| --- | --- | --- |
| **No** | **Item** | **Page Number** |
| 1 | Introduction | 26 |
| 2 | Standard Selection Questionnaire | 4 -17 |
| 3 | Tender and Resource/Price Schedule. Form of Tender | 40 - 43 |
| 4 | Section 4 – Statement of Requirements | 45 - 55 |
| 5 | Company Information | 82 |
| 6 | Terms and Conditions of Contract | 57 - 73 |

**This tender is issued by Tauheedul Education Trust**

1. **About The Trust**

Tauheedul Education Trust (TET) is a mixed Multi-Academy Trust that runs both faith-based and non-faith primary and secondary schools. We are a values-based organisation that works to improve the life chances of young people in areas of social and economic deprivation to help them succeed at the highest levels of education, employment and the professions.

TET is one of the UK’s leading education providers, and Tauheedul schools promote excellence in everything they do. In every school, the entire staff team – working in partnership with parents – is committed to nurturing today’s young people and inspiring tomorrow’s leaders. The Tauheedul Pledge of Excellence embodies this endeavour and sets out the key components of the Trust’s educational offer.

Trust schools work together as Tauheedul Education Partnerships (TEPs) in five cluster areas – Lancashire, Greater Manchester, West Yorkshire, the Midlands and London. Schools within the TEP areas collaborate to share expertise and maximise opportunities and experiences for our students.

Our flagship school Tauheedul Islam Girls High school (TIGHS) was ranked as the best school in the country for pupil added value in the 2016 government Progress 8 rankings, closely followed by Tauheedul Islam Boys High school (TIBHS) in third place. All our free schools visited by OFSTED to date have been awarded an ‘outstanding’ grade.

The Trust currently operates 16 schools across the UK with a further two schools due to open in Manchester in September 17. A further Academy conversion is also currently underway of Small Heath School in Birmingham which will add a further school in September 17 taking the total number of TET schools to 19. It is planned for the Trust to continue to expand and applications for 2 more schools to open in 2018 have been successful and discussions continue with regards to further Academy conversions.

The Trust Central Office is based in Blackburn, Lancashire and has 50 employees. The Trust total headcount will be around 1400 at September 2017.

**Current Position**

There is currently no single Property Services Provider in place, across the Trust. Property is managed locally by Schools, some of whom use, or have used in the past, an outsourced provider, including Local Authority Property Services. The majority of schools currently manage the service themselves, including sourcing and engaging specialist sub-contractors. Details of each TET School including current property services arrangements, are outlined in Appendix 1.

TET School buildings fall into four categories:

* New purpose built buildings opened within the last 2 years
* Fully remodelled buildings, including all new mechanical and electrical systems, opened within the last 12 months.
* Schools in temporary, leased accommodation waiting to move into a new purpose built permanent building.
* Academies, some of which are Private Finance Initiative (PFI) that have recently transferred into the Trust. Academies in PFI agreements will not require a Property Services Provider and will therefore sit outside of this contract.

**High Level Requirements**

The Trust wishes to employ an experienced Property Services Provider to support all of its Schools. The Provider will focus on delivering consultancy advice, a reactive maintenance service and arranging for Schools to access existing or newly created maintenance and service contracts. The Provider will also support TET in complying with legislation, statutory and good practice, thus ensuring a consistent and efficient approach to Property Management across its Estate.

**SECTION 2: INSTRUCTIONS TO TENDER**

|  |
| --- |
| **SECTION 2: INSTRUCTIONS TO TENDER** |

* 1. **Contract Term**

Tauheedul Education Trust proposes to enter into a contract for a period of TWO years with an option to extend for a further TWO years on the basis of 1+1.

* 1. The anticipated service commencement dates of the contract is 1ST September 2017
  2. Tenders are invited for the provision of Property Services. The requirements of this Invitation to Tender including (but not limited to) the Tender and Resource/Price Schedule (Section 3), the Statement of Requirements (Section 4), Conditions of Contract (Section 5), and subject to the policies and Standing Orders of Tauheedul Education Trust. Tenders, which do not comply with these instructions, may not be considered.
  3. Tauheedul Education Trust does not bind itself to accept the lowest tender, or any tender. Evaluation will be based on the most economically advantageous offer, balancing technical solution with service delivery quality with price (see Section 7). Tauheedul Education Trust reserves the right to cancel this tender without making any award, at any stage within the procurement process, or to award a contract in whole or in part to any Tenderer.
  4. Tauheedul Education Trust will not be responsible for, or pay for, expenses or losses which may be incurred in the preparation of this tender and in particular (but without limitation) in consequence of any action or decision under paragraph 2.2 above.
  5. Your tender submission and price schedule on the form included in Section 3 must be returned by sending the completed document (plus all other relevant supporting documents) to :

Tauheedul Education Trust, Shadsworth Road, Blackburn. BB1 2HT.

For the Attention of James Durcan. Procurement Manager.

and be clearly marked “Tender Response” on the envelope/packaging

* 1. Note 1: In the event of this Invitation to Tender (ITT) incorporating a price / cost schedule, and unless stated to the contrary in the tender documents, the prices tendered against the items on the schedule must be in accordance with the price(s) per unit(s) indicated as being required.
  2. It is most important that your price submission includes all cost elements which would be chargeable to Tauheedul Education Trust (clearly itemised).
  3. Note 2: Prior to the tender submission deadline Tauheedul Education Trust may wish to conduct a Supplier Information day/session, full details will be communicated to all companies, if required.
  4. Note 3: You must provide only the information requested in a manner and form which complies with the instructions given in the tender documentation. Failure to comply may result in your submission being rejected. However, if you feel that in addition to providing the specific information requested, 'additional' information is essential to making your submission, then this should be clearly presented as an attachment within the respective sections and reference made to this 'additional' information in the tender and full details supplied.
  5. **Please note:**
  6. Tauheedul Education Trust may at its absolute discretion reject any Tender submission which does not provide **all** the information required and requested by Tauheedul Education Trust, in the form requested. Where 'additional information' is provided by any tenderer, Tauheedul Education Trust makes no guarantee that this will be evaluated and consideration of any additional information will be at the absolute discretion of Tauheedul Education Trust.
  7. Should you require clarification in respect of anything contained within this Invitation to Tender, please submit your question to [TET\_Procurement@tetrust.org](mailto:TET_Procurement@tetrust.org). **Please allow 5 working days for a response prior to the closing date of 5th July 2017. Any clarifications raised after this date may not be answered**. Correspondence sent elsewhere will not be processed. PLEASE DO NOT IDENTIFY YOURSELF OR YOUR COMPANY IN THE BODY OF TEXT REQUESTS FOR CLARIFICATION AS THIS, AND OUR RESPONSE, MAY BE CIRCULATED TO ALL TENDERING COMPANIES
  8. Any qualifications to the Tender will not be accepted and may result in your bid being deemed non-compliant.
  9. Where estimated usage/service levels are indicated in the tender documentation, it should be understood that this information is only indicative and there is no guarantee given by Tauheedul Education Trust as to usage/service levels The successful Tenderer will be expected to provide a total supply/service for the period, at the tendered rates
  10. If your Tender is successful, you will be expected to provide the goods and/or service in accordance with Tauheedul Education Trust's terms and conditions and specific requirements detailed in this ITT. By submitting a tender, Tenderers are agreeing to be bound by the terms of this ITT and Tauheedul Education Trust’s terms and conditions without further negotiations or amendment**.** A Draft Agreement(s) is included for information and the final agreement would be subject to **minor amendment only**. Details of any minor amendments you would propose should be submitted for consideration with your tender.
  11. If the terms and conditions render the proposals in the Tenderer’s Tender unworkable, the Tenderer should submit a clarification as set out above and Tauheedul Education Trust will consider whether any amendment to its terms and conditions is required.
  12. Any amendments shall be published to all Tenderers and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to Tauheedul Education Trust, Tauheedul Education Trust shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by Tauheedul Education Trust through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender.
  13. It is expected that it is your policy, as an employer, to comply with your statutory obligations under the key legislative equality acts including but not limited to those listed below:
  + Equality Act 2010
  + Human Rights Act 1998

and accordingly, your firm/company’s policies and procedures should not treat one group of people less favourably than others because of their colour, race, nationality, ethnic origin, disability or gender in relation to decisions to recruit, train or promote employees.

* 1. The Invitation to Tender is made available on condition that its contents (including the fact that the Tenderer has received this Invitation to Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender. As a publicly owned body, Tauheedul Education Trust is subject to the provisions of the Freedom of Information Act 2000 (FOIA) as amended by the Protection of Freedoms Act 2012 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
  2. Tauheedul Education Trust shall treat all Tenderers’ responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA. While Tauheedul Education Trust aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done
  3. **Your response must be received by no later than 12:00 noon 13th July 2017.**
  4. Please ensure you allow sufficient time to return your completed tender submission. Tauheedul Education Trust will not be liable for any difficulties encountered sending or delivering the required documents and the closing date and time will be strictly adhered to. Any tender document or part of a tender document, which is received after the closing date, will not be opened or considered.
  5. Responses should be in Microsoft Office 2007, or compatible, format (including Word, Excel, PowerPoint and Project) or in .pdf format.
  6. Whilst this ITT and any clarification or other information or document produced by or on behalf of Tauheedul Education Trust or its advisers relating to this tender process (together referred to as the “Tender Documents”) have been and will continue to be produced in good faith, neither Tauheedul Education Trust nor any of their advisers gives any warranty or representation and will not accept any liability for the accuracy, completeness or sufficiency of the Tender Documents or any information contained or referred to within the Tender Documents. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Tauheedul Education Trust.
  7. All Tenderers acknowledge and accept that they are wholly responsible for conducting their own due diligence and making all necessary enquiries as regards any fact or matter contained or referred to in the Tender Documents, and acknowledge that neither Tauheedul Education Trust nor any of their advisers shall be liable in any way whatsoever (including in negligence) for any loss suffered as a result of any fact or matter contained or referred to in the Tender Documents, including any inaccuracy, incompleteness or insufficiency of information contained or referred to in the Tender Documents.
  8. No contract, implied contract or quasi-contract shall be deemed to come into existence between Tauheedul Education Trust and any Tenderer in respect of this tender process. Tauheedul Education Trust’s liability under this tender process shall be strictly limited to that arising under the Public Contracts Regulations 2006 (as amended) and EU Directive 2004/18/EC and all other liability is excluded to the fullest extent permitted by law
  9. Contract Award

Tauheedul Education Trust may award a contract on the basis of a tender. Tauheedul Education Trust reserves the right not to award all or any of the Lots included in this Invitation to Tender. Contract award is subject to the formal approval process of Tauheedul Education Trust. Until all necessary approvals are obtained and the standstill period completed, no contract will be entered into.

Once Tauheedul Education Trust has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2006 (as amended) before entering into any contract.

* 1. Debrief

The contract award notification will be sent to each Tenderer. Tauheedul Education Trust will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful tender as compared with the addressee’s tender.

* 1. Publicity

No publicity regarding the services or the award of any contract will be permitted unless and until Tauheedul Education Trust has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of Tauheedul Education Trust.

* 1. Tenderer conduct and conflicts of interest
  2. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:
     + Devise or amend the content of their tender in accordance with an agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member of provider of finance.
     + Enter into any agreement or arrangement with any other person as to the form of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender.
     + Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.
     + Canvass Tauheedul Education Trust or any employees or agents of Tauheedul Education Trust in relation to this procurement.
     + Attempt to obtain information from any of the employees or agents of Tauheedul Education Trust or their advisors concerning another Tenderer or tender.
  3. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and Tauheedul Education Trust and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Tauheedul Education Trust.
  4. Tauheedul Education Trust’s rights
  5. Tauheedul Education Trust reserves the right to:
     + Waive or change the requirements of its ITT from time to time without prior (or any) notice being given by Tauheedul Education Trust.
     + Seek clarification or documents in respect of a Tenderer’s submission.
     + Disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
     + Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
     + Withdraw this ITT at any time, or to re-invite Tenderers on the same or any alternative basis.
     + Choose not to award any contract as a result of the current procurement process.
     + Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**CHECKLIST OF SUBMISSION DOCUMENTS**

* 1. The following is a list of all tender submission documents, which will constitute the Tenderer’s offer in respect of this contract. Failure to return any of these documents may invalidate the tender.

Failure to provide / complete all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

|  |  |  |
| --- | --- | --- |
| **No** | **Item** | **Page Number** |
| 1 | Introduction | 26 |
| 2 | Standard Selection Questionnaire | 4 -17 |
| 3 | Tender and Resource/Price Schedule. Form of Tender | 40 - 43 |
| 4 | Section 4 – Statement of Requirements | 45 - 55 |
| 5 | Company Information | 82 |
| 6 | Terms and Conditions of Contract | 57 - 73 |

**Return of Tenders**

Tenderers are to submit one complete paper copy of their tender together with a complete electronic copy on memory stick to be received no later than 12:00 noon, 13th July 2017

Tenders must be delivered to:

Tauheedul Education Trust, Shadsworth Road, Blackburn.BB1 2HT

Tenders received after the due date, or which are returned incomplete or which infringe these instructions may be rejected without consideration of offer. You are therefore reminded to ensure your response satisfies the requirements of this tender invitation.

These documents are to be delivered to the Tauheedul Education Trust, Shadsworth Road, Blackburn.BB1 2HT arriving no later than **12:00 (noon) 13th July 2017**

**Part B Sections represent the Tender Submission and will be evaluated only when Tenderers have passed the Part A - Standard Selection Form Parts 1 to 3 inclusive.**

**If any Tenderer does not pass any aspect of the Standard Selection Parts 1 to 3 inclusive, their Submission will be deemed to be a fail.**

**SECTION 3: TENDER AND PRICE SCHEDULE, FORM OF TENDER**

|  |
| --- |
| **SECTION 3: TENDER AND RESOURCE/PRICE SCHEDULE, FORM OF TENDER** |

* 1. **NB: This document must be used when submitting a tender.**

TO: TAUHEEDUL EDUCATION TRUST

FOR: THE CONTRACT KNOWN AS: TAUHEEDUL EDUCATION TRUST,

PROPERTY SERVICES

Sir/Madam

I/we the undersigned, having examined the ITT and all other schedules, do hereby offer to provide, Property Services as provided in those documents and in accordance with the attached documentation to Tauheedul Education Trust commencing 1st September 2017 and continuing for a period specified in the contract.

If this offer is accepted we will execute such documents in the form of the contract within 10 working days of receiving the contract from Tauheedul Education Trust.

We agree that before executing the contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this tender in writing by Tauheedul Education Trust or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between Tauheedul Education Trust and the undersigned.

We agree that this Tender shall be open for acceptance for a period of four (4) months from the last date quoted for submission of tenders.

We further agree with Tauheedul Education Trust in legally binding terms to comply with the provisions of confidentiality set out in the ITT.

We further undertake and it shall be a condition of any contract, that:

1. The amount of our tender has been calculated by agreement or arrangement with any person other than Tauheedul Education Trust and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of Tauheedul Education Trust
2. We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of Tauheedul Education Trust or other contracting authority in connection with the award of the contract and that no person employed by us has done so or will do any such act.

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

Signature …………………………………………………………………………………………..

Name and Status …………………………………………………………………………………………..

Signature …………………………………………………………………………………………..

Name and Status …………………………………………………………………………………………..

For and on behalf of [name of tenderer]

**APPENDIX 1 TO PART 3: PROJECT RESOURCE MODEL**

**RESOURCE MODEL**

* 1. **Notes to Tenderers on pricing/resourcing**
  2. Tenderers must clearly state all assumptions that have been made in developing quotes with a full description of how the assumption was made.
  3. Tenderers should indicate within their submission the level of resources required from Tauheedul Education Trust.
  4. Tenderers must submit pricing in accordance with the above principles and variant bids will not be accepted. Whilst certain limited areas identified above will be developed and agreed post-tender, this will amount to development of detail in line with the above principles and Tauheedul Education Trust will not agree to vary the above principles in any fundamental respect. Therefore Tenderers must be willing to abide by the above principles if they are successful.
  5. Tenderers shall note in compiling their response to the Resource Model (both in terms of resource and price) that Tauheedul Education Trust operates multiple locations. The Supplier will not be able to claim any additional fees or expenses for doing so.

APPENDIX 2 TO PART 3: DAILY RATES SCHEDULE

* 1. Appendix 1 to Section 3 of this document requires you to submit a **fully costed resource/ pricing schedule** for completion of the work described in the Statement of Requirements, Section 4. This will constitute a fixed price for carrying out the scope of work set out in the Statement of Requirements. Please clearly indicate where any assumptions have been made and the rationale behind the assumptions.
  2. You should identify, in detail, within your assumptions all circumstances where additional costs to the fixed price may arise. Please insert below the rates you would charge for all grades of staff should you be instructed to.

|  |  |
| --- | --- |
| **Disciplines/Designate** | **Daily Rate** |
|  | £0.00 |
|  | £0.00 |
|  | £0.00 |
|  | £0.00 |
|  | £0.00 |

*(The table will expand as required)*

(i) All price(s) quoted must be exclusive of VAT

(ii) All price(s) quoted must be fixed for the duration of the managed service

(iii) All rates must be fully inclusive of all overheads and disbursements, no additional costs whatsoever will be considered by Tauheedul Education Trust

(iv) A day comprises 8hrs exclusive of meal breaks

**SECTION 4: STATEMENT OF REQUIREMENTS**

|  |
| --- |
| **SECTION 4: STATEMENT OF REQUIREMENTS** |

**STATEMENT OF REQUIREMENTS**

Throughout this invitation to tender, the following terminology is used:

‘Tenderer’ is used to refer to any organisation that provides a proposal in response to this Request for Proposal;

‘Provider’ is used to refer to the organisation, if any, that is awarded the Contract to provide the required Services;

‘Services’ is used to refer to the services that are to be provided by the Provider as specified in this Statement of Requirements.

‘Customer’ is used to refer to the Tauheedul Education Trust

Tauheedul Education Trust requires the Tenderer to respond to each requirement individually confirming compliance along with supporting evidence as part of the detailed statement of work as described below. **The Requirements are classified as Desirable or Essential.**

* 1. **Introduction**

**About The Trust**

Tauheedul Education Trust (TET) is a mixed Multi-Academy Trust that runs both faith-based and non-faith primary and secondary schools. We are a values-based organisation that works to improve the life chances of young people in areas of social and economic deprivation to help them succeed at the highest levels of education, employment and the professions.

TET is one of the UK’s leading education providers, and Tauheedul schools promote excellence in everything they do. In every school, the entire staff team – working in partnership with parents – is committed to nurturing today’s young people and inspiring tomorrow’s leaders. The Tauheedul Pledge of Excellence embodies this endeavour and sets out the key components of the Trust’s educational offer.

Trust schools work together as Tauheedul Education Partnerships (TEPs) in five cluster areas – Lancashire, Greater Manchester, West Yorkshire, the Midlands and London. Schools within the TEP areas collaborate to share expertise and maximise opportunities and experiences for our students.

Our flagship school Tauheedul Islam Girls High school (TIGHS) was ranked as the best school in the country for pupil added value in the 2016 government Progress 8 rankings, closely followed by Tauheedul Islam Boys High school (TIBHS) in third place. All our free schools visited by OFSTED to date have been awarded an ‘outstanding’ grade.

The Trust currently operates 16 schools across the UK with a further two schools due to open in Manchester in September 17. A further Academy conversion is also currently underway in Birmingham. This will add a further school in September 2017 taking the total number of TET schools to 19. It is planned for the Trust to continue to expand. Applications for three more schools to open (probably in 2018) have been successful and discussions continue with regards to further Academy conversions.

The Trust Central Office is based in Blackburn, Lancashire and has 50 employees. The Trust total headcount will be around 1400 at September 2017.

**Current Position**

There is currently no single Property Services Provider in place, across the Trust. Property is managed locally by Schools, some of whom use, or have used in the past, an outsourced provider, including Local Authority Property Services. The majority of schools currently manage the service themselves, including sourcing and engaging specialist sub-contractors. Details of each TET School including current property services arrangements, are outlined in Appendix 1.

TET School buildings fall into four categories:

* New purpose built buildings opened within the last 2 years
* Fully remodelled buildings, including all new mechanical and electrical systems, opened within the last 12 months.
* Schools in temporary, leased accommodation waiting to move into a new purpose built permanent building.
* Academies, some of which are Private Finance Initiative (PFI) that have recently transferred into the Trust. Academies in PFI agreements will not require a Property Services Provider and will therefore sit outside of this contract.

**High Level Requirements**

The Trust wishes to employ an experienced Property Services Provider to support all of its Schools. The Provider will focus on delivering consultancy advice, a reactive maintenance service and arranging for Schools to access existing or newly created maintenance and service contracts. The Provider will also support TET in complying with legislation, statutory and good practice, thus ensuring a consistent and efficient approach to Property Management across its Estate.

***Potential tenderers should only complete and submit a tender if their service is able to meet the essential requirements outlined in the detailed requirements section below.***

The Trust would like the service to be up and running from September 2017.

**Detailed Requirements**

**Providers should complete the ‘Provider Capability in This Area’ column to outline how the can meet these requirements.**

1. **Services to Schools**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Module** | | **System Requirement** | | --- | | ***Importance*** | **Provider Capability in this area** |
| 1. **One Stop Shop, Responsive Helpdesk** | 1. 24/7, 365 days of the year support for all maintenance and property issues, including all building and engineering failures. | *Desirable* |  |
| 1. A 24 hour emergency call cover, which includes dealing with emergency and out of hour’s calls, notifying contractors and key holders. | *Desirable* |  |
| 1. A helpdesk service available, as a minimum 08.00- 17.30 Monday – Friday. | *Essential* |  |
| 1. Repairs undertaken within agreed delivery timescales. Provider to specify. | *Essential* |  |
| 1. Act as a master vendor, engaging with contractors to deliver a full range of services to TET Schools; this will be achieved by using existing approved contractors already in use by the provider, existing school contractors - or where necessary, undertaking a procurement process to engage new supply chain contractors, for example where specialists maybe required. | *Essential* |  |
| 1. As master vendor, the provider can demonstrate that the customer receives value for money from all contractors used in the delivery of the service. The work is carried out by contractors who have been selected because of their affiliation to recognised national building and trade bodies. In addition they have the required insurance in place and meet Health and Safety requirements. All staff working in TET Schools will have received the necessary training and have relevant trade and/or Industry qualifications. | *Essential* |  |
| 1. Whilst the payment of day work invoices will remain with each TET school, the service provider will provide a validating service before the invoice reaches the school for payment to ensure that content, labour rates and materials are checked and agreed prior to payment. | *Desirable* |  |
|  |  |  |
| 1. **Dedicated Building surveyor support** | 1. A named building surveyor who is the first point of contact concerning any property site issue. | *Desirable* |  |
| 1. Assist the school in the preparation of its current, and future, responsive and planned preventative maintenance programme. | *Essential* |  |
| 1. Assist the school in the delivery of all property related maintenance – planned and reactive. | *Essential* |  |
| 1. Assist Schools in reviewing their Health and Safety file/ O & M manual provided at handover of new building. | *Desirable* |  |
| 1. Support and advise on all aspects of Asset Management Planning (AMP) condition, suitability and sufficiency, including developing and maintaining an AMP Development Plan for each school. | *Essential* |  |
| 1. Provide strategic and operational property advice and support including statutory requirements, technical information, and property related Health and Safety and good practice guidance. | *Essential* |  |
| 1. Readily available advice, guidance and budget costing on potential planned schemes/project feasibility. | *Essential* |  |
| 1. Follow up meetings to address Health and Safety audit findings | *Desirable* |  |
| 1. Regular site attendance, agreed in advance. Provider to specify. | *Essential* |  |
| 1. Ad hoc site attendance as and when required | *Desirable* |  |
| 1. Attend meetings with School Governors, as requested | *Desirable* |  |
| 1. Assist Schools on how best to use school premises effectively, especially if school is under occupancy. | *Desirable* |  |
| 1. Assist with the training of Site Supervisors / Estates Officers on periodic preventative maintenance requirements. | *Desirable* |  |
|  |  |  |
| 1. **Asset Management** | 1. Produce an AMP building development plan for each TET School, using AMP criteria to create a list of priorities. | *Essential* |  |
| 1. Analyse premises condition survey data and service contract data to feed into the AMP building development plan (when applicable due to age of current property portfolio) | *Essential* |  |
| 1. Where necessary, organise for the completion of a School Condition survey. | *Essential* |  |
|  |  |  |
| 1. **Service Contracts** | 1. Support TET in complying with legislative, statutory and good practice, by organising and managing service contracts and statutory Inspections. | *Essential* |  |
| 1. Act as a master vendor, engaging with sub-contractors to deliver a full range of services to TET Schools | *Essential* |  |
| 1. As master vendor, the provider can demonstrate that the customer receives value for money from all contractors used in the delivery of the service. The work is carried out by contractors who have been selected because of their affiliation to recognised national building and trade bodies. In addition they have the required Insurance in place and meet Health and Safety requirements. All staff working in TET Schools will have received the necessary training and have relevant trade and/or Industry qualifications. | *Essential* |  |
| 1. Undertake a site audit of mechanical and electrical infrastructure and equipment within the first four months at each school, to enable agreement to a schedule of required inspection, testing and servicing, in line with manufacturer/industry requirements | *Essential* |  |
| 1. Arrange maintenance, inspection and service contracts for each School, to be specified, procured, managed and monitored by the service provider. (This could include TET Schools being included into service provider’s current arrangements with sub-contractors) | *Essential* |  |
| 1. Provide a technical interpretation, option appraisal and cost advice on service sheet outputs, risk assessments and reports following inspection, testing and service. In addition advise on required remedial work as and when required | *Essential* |  |
| 1. Review and monitor contractors’ competence, performance and progress, and if necessary manage any concerns re service delivery. | *Essential* |  |
| 1. Whilst the payment of all maintenance and servicing works will remain with each TET school, the service provider will provide a validating service before the invoice reaches the school for payment, to ensure work content labour rates and materials are checked and agreed prior to payment. | *Desirable* |  |
| 1. Ensure all of the Provider’s staff, attending TET School sites are DBS checked. | *Essential* |  |
| 1. Ensure all sub-contractors’ personnel engaged to carry out inspections, servicing, testing, maintenance, reactive and planned repairs are DBS checked. | *Desirable Des* |  |
|  |  |  |
| 1. **Statutory Legislation** (*Legionella, Asbestos and Fire Risk Management*) | 1. Work with schools to ensure that all statutory requirements are managed - risk assessments completed in a timely manner, remedial works undertaken and monitoring regimes are in place, to ensure full statutory compliance. | *Essential* |  |
|  |  |  |
| 1. **Additional Services to Schools.** | 1. Procurement and project planning advice | *Essential* |  |
| 1. Premises and construction related health and safety advice including the client’s responsibilities under the Construction Design and Management Regulations 2015 | *Essential* |  |
| 1. Advice relating to property and construction legislation and statutory compliance | *Essential* |  |
| 1. Ensuring all maintenance and servicing work complies with current statutory regulations and/ or industry standards | *Essential* |  |
| 1. Support in the development of bids for property related funding. | *Desirable* |  |
| 1. On behalf of TET, liaise with third parties on property related matters as required, for example Planning authorities | *Desirable* |  |
| 1. Provide specifications, cost estimates and schedules of work for proposed future work / construction schemes | *Essential* |  |
| 1. Support commissioning, handover and defect management of new build projects. | *Desirable* |  |
| 1. Space utilisation and advising on how best to use school premises effectively due to under occupancy, where applicable. | *Desirable* |  |
| 1. Develop in conjunction with the Trust and third parties, an electronic management reporting and monitoring system, to enable the sharing of property information and data, including some being COBie (Bim) format, within the Trust and its Schools. | *Essential* |  |
|  |  |  |

1. **Services to the Trust**

|  |  |  |  |
| --- | --- | --- | --- |
| **Supporting Services to be delivered to the Trust** | 1. Support the TET Board and attend meetings on property related matters, as required. | Essential |  |
| 1. Advise and develop, in partnership, the TET Asset (Buildings) Management Strategy | Essential |  |
| 1. Support and advice on capital strategy and school development | Essential |  |
| 1. Provide guidance on property related matters across the TET estate | Essential |  |
| 1. Offer guidance on how to ensure a consistent approach across the estate on property matters | Essential |  |
| 1. Advise on property related legislation, interpretation and implementation | Essential |  |
| 1. Advise TET on their responsibilities relating to CDM 2015 | Desirable |  |
| 1. Support and advice on bidding for additional property-related funding | Desirable |  |
| 1. Develop in conjunction with the Trust and third parties, an electronic management reporting and monitoring system, to enable the sharing of all property information and data, including some being COBie (Bim) format, within the Trust and its Schools. | Essential |  |

**Your response will be evaluated on the basis of how you meet the essential and desirable criteria.**

**There are 44 criteria listed above, 28 Essential and 16 Desirable – Organisations meeting all essential criteria will be allocated the full 18% and Organisations meeting the Desirable Criteria will be allocated a score 6.25% (of the 2%) per criteria they meet.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **C. Additional Services which may be required in the future, by the Trust** Please indicate which of the services below, you are able to provide. In addition, please indicate whether these services fall into, or sit outside the direct scope of this agreement, if the latter please provide an indicative fee.     |  |  |  |  | | --- | --- | --- | --- | | **Possible Future services** | **Can /cannot be provided** | **Service falls within/ outside of this agreement** | **Indicative Fee** | | Architectural and building design service, including feasibility studies |  |  |  | | Project and programme management |  |  |  | | Contract administration |  |  |  | | Value engineering |  |  |  | | Principal Designer Services (CDM 2015) |  |  |  | | New build and refurbishment project delivery |  |  |  | | New build and refurbishment project delivery  Planning applications |  |  |  | | Building Regulation applications |  |  |  | | Completion of Condition Surveys |  |  |  | | The production and updating of electronic floor plans |  |  |  | | Dilapidations advice and settlements |  |  |  | | Party Wall Surveys and advice under the Party Wall Act |  |  |  | |
|  |

**In addition to completing the above sections, please complete and provide information outlined below:**

1. Please complete the table below providing details of your top 5 clients by revenue in descending order (**Property Services related activity only**)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Client Name | Sector | Core services Provided | Contract From and To | No of properties |
| *e.g. ZZZ* | *Property Services* | *One stop shop, Dedicated Building officer* | *Sept 2016 – August 2018* | *25* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Please complete the table providing details of your top 5 clients by revenue in the Education (Schools) Sector in descending order (Property Services related activity only)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Client Name | School/Organisation Type | Core Services provided | Contract From and To | Number of Schools | Organisation Contact details |
| *e.g. Schools Inc.* | *Multi Academy Trust* | *One stop shop, Dedicated Building officer* | *Sept 2016 – August 2018* | *15* | *Mr J Smith, Head of Property Services, Tel: 0111111111, Address: 17 Stanley street, Newtown, ZZ1 8XX* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Items 1 & 2 above are not evaluated and will only be used a references**

**Previous Experience and Method Statements**

|  |
| --- |
| 1. Please detail your experience of providing Property Services within the Schools Sector and explain how you will apply this to meet our requirements. Also, please provide copies of the CV's of Key Staff who will be employed in the delivery of this contract. |
| 1. Please detail your experience of providing Reactive and Planned Maintenance Services, to schools and other Educational sites. and explain how you will apply this to meet our requirements |
| 1. Please detail your experience and Approach to Asset (Buildings) Management Planning in Schools or a Trust or similar large complex organisations and explain how you will apply this to meet our requirements |
| 1. Please detail your approach to the sourcing and use of Sub Contractors and how this will be applied in meeting our requirement |
| 1. Please detail your experience of Management Reporting and Monitoring Systems. Please provide details of how you will ensure that the Trust\ Key Stakeholders are aware and have access to all property information and data |

Each Question above carries equal weighting and will be allocated a score on the basis of 20% of the 40% for this section

Please provide a fee proposal, ideally on a school by school basis and ensure all costs and options are included.

Please explain any assumptions made when creating your fee proposal

**SECTION 5: TERMS & CONDITIONS**

|  |
| --- |
| **SECTION 5:** **Terms and Conditions OF CONTRACT** |

**CONTRACT FOR...\*\*\****Insert the Contract Title Here***\*\*\***

**THIS CONTRACT IS DATED ..\*\*\****Insert Date, in manuscript, the Trust Signed the Contract Here***\*\*\***

**Parties**

**1)** The Tauheedul Education Trust **(“the Trust”); and**

\*\*\**Choose the appropriate paragraph 2 from those below, then delete the others.\*\*\**

**2)** \*\*\**enter company name and registered number*\*\*\* **whose registered office is at \*\*\****enter the full address***\*\*\* (“the Contractor”)**

**2) \*\*\****enter full local authority name***\*\*\* of \*\*\****enter the full address***\*\*\* (“the Contractor”).**

**2) \*\*\****enter the name of the university or further education college***\*\*\* of \*\*\****enter the full address***\*\*\* (“the Contractor”).**

**2)** \*\*\**enter individual's name*\*\*\* **(a partner in the partnership of \*\*\****enter the name of the partnership***\*\*\* of \*\*\****enter the full address***\*\*\* (“the Contractor”)**

**2)** \*\*\**enter individual's name*\*\*\* **(trading as \*\*\****enter the trading name***\*\*\*) of \*\*\****enter the full address***\*\*\* (“the Contractor”)**

**Recitals**

The Contractor has agreed to \*\*\**briefly state the nature of the services*\*\*\* on the terms and conditions set out in this Contract.

The Trust's reference number for this Contract is \*\*\**enter a unique reference no.*\*\*\*.

**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” | \*\*\**name and full address of the Trust'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 Trust 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**

**3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1,\*\*\**Include the following lines if you will have a schedule 3*.\*\*\* and the special conditions set out in Schedule 3. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.

**3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.

**3.3** 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.

**4 Trust’s Obligations**

The Trust will comply with the payment provisions of Schedule 2 provided that the Trust 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 Trust.

**5 Changes to the Trust's Requirements**

**5.1** The Trust shall notify the Contractor of any material change to the Trust'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 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.

**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** 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.

**7.2** 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.

**7.3** 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.

**7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on Trust premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

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

**8 Copyright**

*\*\*\*include the following if Copyright will be an issue in this Contract otherwise delete. Note that if this Contract involves copyright in IT based developments then the more formal copyright/intellectual property rights clause contained in the Library should be used.\*\*\**

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 Trust 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 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.

**9.2** 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:

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

**9.4** 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

**9.5** 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.

**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 Trust, 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.

**10 Termination**

**10.1** This Contract may be terminated by either party giving to the other party at least \*\*\**enter notice period e.g. 7days, 30 days. 3 months etc.*\*\*\* 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 Trust with immediate effect by notice in writing if at any time:-

\*\*\**Use this set of termination clauses if the Contractor is a Company.*\*\*\*

**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 Trust 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 his/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 his/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 Trust 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.

\*\*\**Use this set of termination clauses if the Contractor is an individual or a partnership.*\*\*\*

**10.4.1** in England and Wales, a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or he or she makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors; or

**10.4.2** in Scotland, if the Contractor becomes apparently insolvent within the meaning of Section 7 of the Bankruptcy (Scotland) act 1985; or

**10.4.3** where the Contractor is a firm or a number of persons acting together in any capacity (including as trustees), any event referred to in Sub-Clauses 10.4.1 or 10.4.2 occurs in respect of any partner in the firm or any of those persons (including any trustees);

**10.4.4** 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;

**10.4.5** 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;

**10.4.6** 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;

**10.4.7** 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;

**10.4.8** 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 Trust 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 Trust.

**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 Trust.

**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** Clause12 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 Trust'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 procure that the Contractor Personnel do not, use any of the Trust's Confidential Information received otherwise than for the purposes of this Contract.

**[12.5** *\*\*\*Include one of these options and then delete this drafting note.\*\*\**

The Contractor shall ensure that their employees, servants or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract. *\*\*\*OR\*\*\** 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 Trust from disclosing the Contractor's Confidential Information:

**12.6.1** for the purpose of the examination and certification of the Trust'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 Trust has used its resources.

**12.7** 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.

**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 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.

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

13.2.1 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;

13.2.2 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

13.2.3 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.

**13.3** The Trust 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 Trust.

**13.5** 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:

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 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.

**13.6** 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.

**14 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.

**15 Transfer of Responsibility on Expiry or Termination**

**15.1** 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.

**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 Trust 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 Trust 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 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.

**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 Trust) 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** **Recycled Paper**

The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of 60% recycled content of which 75% is post-consumer waste.

**23 Discrimination**

**23.1** 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.

**23.2** 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.

**24 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.

As witness the hands of the parties

Authorised to sign for and on Authorised to sign for and on

behalf of the Trust behalf *of Contractor*\*\*\*

Signature Signature

Name in CAPITALS Name in CAPITALS

Position in Organisation Position in Organisation

Address in full Address in full

Date Date

**Schedule 1**

**Appendix 1**

**Tauheedul Education Trust – Schools from September 2017**

(Please note all contact with TET during the tendering process, should be through TET Central Office)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **School** | **Type of School**  **/ Date of opening/ transfer** | **Address** | **Temporary /**  **Permanent site** | **Current status of the building stock** | **Existing property provider**  **In place** | **From Sept 17 Property services requirement** | **No of pupils on roll** | |
| **North West** |  |  | **T/ P** |  | **Y/N** | **Y/N** | **Ultimate** | **From Sept 17** |
|  |  |  |  |  |  |  |  |  |
| 1. **Highfield Leadership Academy** | **S** – transfer to TET in 2016 | Highfield Rd, Blackpool.  FY4 3JZ | P | **PFI School - NO requirement for Property Service** |  | No requirement |  | **11006** |
| 1. **Tauheedul Islam Boys’ High School (TIBHS)** | **S** – opened in 2012 | Shadsworth Rd, Blackburn, BB1 2HT (temp site) | T  For approx. 18 mths. | New building development being progressed – completion estimated as 2019. Currently in a temporary, ex LA, leased school building. | **N** | **Y** | **800** | **560** |
| 1. **Tauheedul Islam Girls’ High School ( TIGHS)** | **S** – opened in 1990’s | Preston New Rd, Blackburn BB2 7AD | P | Previously a LA School building which has been greatly remodelled under the BwD BSF programme. Occupation by TIGHS since summer 2013. | **N** | **Y** | **800** | **756** |
| 1. **Eden Boys’ Sch. Preston** | **S** – opened in 2015 | Adelaide Street, Preston  PR1 4BX | P | A previous office block which has been fully remodelled for the School. Occupied by School since Aug 2016. | **N** | **Y** | **800** | **387** |
| 1. **Eden Boys’ Sch. Bolton** | **S** – opened in 2015 | Wolfenden St, Bolton.  BL1 3QE | P | New build. Occupied by School since Dec 2015 | **N** | **Y** | **800** | **500** |
| 1. **The Olive Sch. Blackburn** | **P** – opened in 2013 | Meins Rd, Blackburn, BB2 6QQ | P | New build. Occupied by School since summer 2016. | **N** | **Y** | **630** | **603** |
| 1. **The Olive Sch. Preston** | **P** – opened in 2016 | *London House Adelaide St, Preston PR1 4BX* | T  For at least 2 yrs + | Temporary leased building with School responsible for all property maintenance. School occupied since April 2017. | **N** | **Y** | **420** | **181** |
| 1. **The Olive School, Bolton** | ***P*** *– opened in 2016* | *Ashton House, Waterloo St, Bolton BL1 8HT* | T  For at least 2yrs + | Temporary, leased building with School responsible for all property maintenance. School occupied since Sept 2016. | **N** | **Y** | **420** | **145** |
| **Greater Manchester** |  |  |  |  |  |  |  |  |
| 1. **Manchester Boys / Girls**   **School**  **(opening Sept 17)** | ***S*** *– opening Sept 2017* | *Balmfield St.*  *Cheetham Hill*  *Manchester*  *M8 0SP* | T  For at least 18 months | School opens in Sept. 2017. Portocabins – limited responsibility re property maintenance. | **N/A** | **Limited requirement for Property Services** | **240** | **1600** |
| **Midlands** |  |  |  |  |  |  |  |  |
| 1. **Eden Girls’ Sch. Coventry** | **S** – opened in Sept 2014 | Stoney Stanton Rd, Coventry, CV1 4FS | P | New build. Occupied by School since November 2015. | **Y – ends 31/10/17** | **Y** | **800** | **500** |
| 1. **Eden Boys’ Sch, Birmingham** | **S -** opened in sept 2015 | Wellhead Lane, Birmingham B42 2SY | P | New build. Occupied by School since April 2016. | **N** | **Y** | **700** | **373** |
| 1. **The Olive School, Birmingham** | ***P*** *– opened in Sept 2016* | *Sparkhill Library, 641 Stratford Rd, Birmingham, B11 4EA* | T  For at least  2 yrs. + | Temporary building, shared with other LA services. | **N** | **Limited requirement for property services** | **630** | **267** |
| **Yorkshire** |  |  |  |  |  |  |  |  |
| 1. **Laisterdyke Leadership Academy** | **S** - Transfer to TET in 2016 | Thornbury Rd, Bradford.  BD3 8HE | P | Sponsored Academy that transferred to TET in 2016.  Older building | **N** | **Y** | **1289** | **947** |
| 1. **Tong** | **S** - Transfer to TET in 2016 | Westgate Hill St. Bradford  BD4 6NR | P | PFI School - NO requirement for Property Service |  | No requirement |  |  |
| **South East** |  |  |  |  |  |  |  |  |
| 1. **Eden Girls’ Sch. Slough** | ***S*** *- opened in Sept 2015* | *183-187 Bath Rd.*  *Slough. SL1 4AA* | P | New build. Will be handed over to School in August 2017 | **Y- ends 31/8/17** | **Y** | **800** | **389** |
| 1. **Eden Girls’ Sch. Waltham Forest** | **S** – opened in Sept 2014 | Silver Birch House, Blackhorse Lane, Walthamstow. London E17 5SD | P | Ongoing phased, major remodel of a previous office block. By Sept.2017 the remodelling work should be completed, however new Sports Hall is still to be built on the site and an attached building still to be demolished. | **Y - ends 31/3/18** | **Y** | **700** | **469** |
| 1. **The Olive School, Hackney**   **(3 sites)** | ***P*** *– opened in Sept 2013* | *66- 68 & 70-72 Casenove Rd. Stoke Newington, London N16 7436*  *UTC, Falkirk Rd*  *Hackney, N16HQ* | T  T  For at least 18 months + | Temporary, leased, shared accommodation with landlords. Limited requirement for property maintenance, some requirement re service contracts i.e. PAT testing. | **Y- ending Dec 17** | **Limited requirement for Property Services** | **630** | **539** |

**Key:**

S- Secondary

P- Primary

**Schedule 2**

**1** The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. 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. Input and output VAT shall be included as separate items in such accounts.

**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 Trust reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Trust's resources in the performance of this Contract.

\*\*\**Choose the appropriate Clause 4 for when you are making either a single payment or several payments*\*\*\*

**3** One invoice shall be prepared by the Contractor on completion of the Service and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Trust within the terms of another contract.

**4** Detailed invoices shall be prepared by the Contractor monthly in arrears. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Trust within the terms of another contract.

**5** Invoices shall be sent, within 30 days of the end of the relevant month to Tauheedul Education Trust, Shadsworth Road, Blackburn. BB12HT quoting the Contract reference number and marked for the attention of Helen Olive. 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 incomplete or illegible invoices.

**6** The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Trust's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Trust shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Trust's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

**7** If this Contract is terminated by the Trust due to the Contractors insolvency or default at any time before completion of the Service, the Trust shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

**8** On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.

**9** The Trust shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.

**10** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Trust all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Trust shall have no further liability to make reimbursement of any kind.

# End of Schedule 2

**SECTION 6: COMPANY INFORMATION**

**SECTION 6: COMPANY INFORMATION**

* 1. **ORGANISATION INFORMATION** *(Mandatory response required)*

|  |  |
| --- | --- |
| Question | |
| 6.1 | Full name of organisation tendering (or of the organisation acting as lead contact where a consortium bid is being submitted) |
|  |
| 6.2 | Trading name of organisation (if different from above). |
|  |
| 6.3 | Registered address & company registration number of organisation or address of principal office in organisation. |
|  |
| 6.4 | Phone number. |
|  |
| 6.5 | E-Mail address. |
|  |
| 6.6 | Address and phone number of office from where business would be conducted in support of this contract, or where purchase orders should be sent, if different from above. |
|  |
| 6.7 | Full names and (organisation) addresses of all directors/organisation secretary/partners/associates/members or proprietor indicating who should be contacted in case of difficulties with this contract. |
|  |
| 6.8 | Are any of the persons named in 6.7 above related to anybody employed by Tauheedul Education Trust or a Board member of Tauheedul Education Trust? If yes, please give details. |
|  |
| 6.9 | Have any of the persons named in 6.7 above been employed by Tauheedul Education Trust or been a Board member of Tauheedul Education Trust. If yes, please give details. |
|  |

The supplier may employ subcontractors. Full details of the proposed subcontractors should be provided and the scope of activities the subcontractor will be responsible for. Any approved subcontractor(s) will then be included in the contract with the successful Supplier. The Supplier will remain responsible for ensuring any approved subcontractor follows the security and vetting provisions set out in the contract.

SECTION 7: TENDER EVALUATION

|  |
| --- |
| SECTION 7: TENDER EVALUATION |

* 1. This Tender consists of two Parts
     1. Part A Sections 1 - 3 – this is a Pass Fail Section – Suppliers who fail this Part will not be evaluated under Part B
     2. Part B – Sections 1 - 4 - the evaluation methodology is shown below.
  2. Compliant tenders received will be evaluated on the basis of the most economically advantageous tender on the basis of 60 % Quality and 40% Price (Please see evaluation table and further details below)

|  |  |
| --- | --- |
| Tender Evaluation Criteria |  |
| Quality | 60% |  |
| Allocated as | Meeting Essential Criteria in full | 18 |
| Meeting Desirable Criteria in full | 2 |
| Previous Experience and Method Statements | 40 |
| Price | 40% |  |
| Total | 100% |  |

* + 1. Quality (Previous Experience and Method Statements) will be scored in accordance with the following:

| **Description** | **Score** |
| --- | --- |
| Fails completely to meet the requirement or no evidence provided. | 0 |
| Poor response:   * demonstrates a very limited understanding of and/or fulfilment of the requirement * fails to address and/or satisfactorily evidence compliance to numerous requirements * Serious risk of significant delay to timescales, or ability to meet timescales not shown | 2 |
| Marginal response:   * demonstrates a basic understanding of and/or fulfilment of the requirement * fails to address and/or satisfactorily evidence compliance to some requirements * Significant risk of significant delay to timescales | 4 |
| Acceptable response:   * demonstrates an acceptable understanding of and/or fulfilment of the requirement with some minor deficiencies * addresses and provides satisfactory evidence of compliance all requirements * Timescales likely to be met with some risk of minor delay | 6 |
| Good response:   * demonstrates a substantial understanding of and/or fulfilment of the requirement * addresses and provides good quality evidence of compliance with each requirement * Reasonable confidence that timescales can be met | 8 |
| Very good response:   * demonstrates a comprehensive understanding of and/or fulfilment of the requirements and adds value * addresses and provides comprehensive evidence of compliance with each requirement. * Strong confidence that timescales can be met | 10 |

* + 1. The score achieved will be multiplied by the applicable weighting to obtain a weighted score. Weighted scores will then be added together to give a score for Quality out of 60%.
    2. **If any Tenderer achieves a score of less than 6 on Quality its tender will be rejected and will not be considered further.**
  1. **Price (40%)**
     1. This will be scored on the basis of:
     2. In the case of the pricing element the lowest tendered price will be given full marks and higher prices will be scored proportionately. For example, if the price tendered by a bidder is 20% more than the lowest price, the mark given to that tender will be 20% less than the full marks available.
     3. The score achieved will be multiplied by the applicable weighting to obtain a weighted score. Weighted scores will then be added together to give a score for Price out of 40%.
     4. The scores for Quality and Price will then be added together to obtain a total score. The highest score will represent the most economically advantageous tender.

## 

## Evaluation Marking



1. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-5)
6. [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf) [↑](#footnote-ref-6)
7. [Procurement Policy Note 04/15 Taking Account of Suppliers’ Past Performance](https://www.gov.uk/government/publications/procurement-policy-note-0415-taking-account-of-suppliers-past-performance) [↑](#footnote-ref-7)