



Oadby Wigston Leicestershire Schools Academy Trust

## OWLS Academy Trust

**Request for Quotation (RFQ)  
for the service provision of**

**[Service Name]**

**Ref [.]**

***This Request for Quotation template is recommended for procurement exercises where the total contract value is between £5k and £150k***

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## 1. PREAMBLE

### 1.1 GENERAL REQUIREMENTS

Quotations are invited for the provision of [Service Name].

The [School's / Academy Trust's] detailed requirements are defined in the Specification.

### 1.2 BACKGROUND

[Background information to the requirement – What has lead to the requirement(s)? How have services have been provisioned previously? What are the outcome objectives?

### 1.3 PROCUREMENT TIMETABLE

This procurement process is intended to follow the time-line below:

1 .Request for Quotation Issued	[Insert Date]
2. Deadline for Questions	[Insert Date]
3. Deadline for Quotation Responses	[Insert Date]
4. Quotation Evaluation	[Insert Date]
5. Contract Awarded	[Insert Date]
6. Contract Implementation Meeting	[Insert Date]

Please note the [School / Academy Trust] reserves the right to amend this timetable and steps 4 to 6 inclusive are provided for indicative purposes only.

### 1.4 QUESTIONS

Any queries about this document, the procurement process, or the proposed contract itself, should be addressed to: [Name and contact details]

Please note that the deadline for questions is [Insert date]

### 1.5 SUBMISSION OF QUOTATIONS

Quotations should be returned as completed version of this document with additional supporting documentation as and if required in a plain envelope clearly marked "Tender" with the contract title or description of services title, and the return deadline.

The return address for this quotation is [Name and contact details] and the return deadline is [Insert date and time]

The [School / Academy Trust] may request an electronic copy of your quotation after the return deadline so you are recommended to retain an electronic copy for this possibility as well as for your own records.

### 1.8 EVALUATION OF QUOTATIONS

As part of the evaluation process, the [School / Academy Trust] may check your organisation's financial stability. An important part of financial vetting process is to establish that the tenderer is viable and financially stable. The [School / Academy Trust] will be looking to ensure that the

annual contract value does not exceed 50% of the reported turnover in the most recently available set of independently certified/audited financial accounts of the tenderer. In addition to this the **School / Academy Trust** will conduct a liquidity test (i.e. Current Assets divided by Current Liabilities) over the last three independently certified/audited financial years. If this calculation produces a figure of below 0.8 in any of the three financial years, this will result in further information being sought. This information may take a number of different forms. If the tenderer can satisfy the **School / Academy Trust** that it is viable and financially stable despite achieving a liquidity test outcome of below 0.8 they may be allowed to continue in the tender process.

The evaluation of the Quotations received **[may/will]** be conducted in two stages **[Note: Delete stage as appropriate]** as outlined below.

Stage 1 of the evaluation process will be to undertake an initial assessment of the Quotations received, whilst stage 2 will comprise a presentation and interview. The two stages are described in detail as follows:

**Stage 1**

Evaluation of all Quotations received will be carried out by reference to ‘price’ and ‘non-price’ criteria detailed in the award criteria (Table 1), carrying the following overall weightings:

- Price **X%**
- Non-price –Specification **X%**

The scores for ‘price’ and for ‘non-price’ will be combined to give a total score out of 100 percent.

The **School / Academy Trust** will accept the quotation which is most economically advantageous, i.e. a balance between cost and quality. **[It may also be necessary to set some minimum criteria that a successful organisation would have to meet, for example, relating to the environment, equalities or business continuity, where the contract represents a high risk in such respects]**

Based on the information provided by tenderers, each submission will be evaluated based on the following combination of price and quality:

**Table 1**

<b>Quality:</b>	
<b>If appropriate, criteria A) e.g. Experience (Section 5B)</b>	<b>%</b>
<b>If appropriate, criteria B) e.g. References (Section 5C)</b>	<b>%</b>
<b>If appropriate, criteria C) e.g. Method Statement 1 (Section 5D)</b>	<b>%</b>
<b>If appropriate, criteria D) e.g. Method Statement 2 (Section 5D)</b>	<b>%</b>
<b>If appropriate, criteria E) e.g. Method Statement 3 (Section 5D)</b>	<b>%</b>
<b>If appropriate, criteria F) e.g. Method Statement 4 (Section 5D)</b>	<b>%</b>
<b>Price and costs:</b>	<b>%</b>
<b>Total</b>	<b>100%</b>

**Stage 2 [This stage may be deleted if not required]**

The top [X] scoring tenderers will be invited to a meeting with the evaluation panel. The meeting will entail the tenderers responding to a set list of questions posed by members of the evaluation panel. Details of the set list of questions will be advised to tenderers [X] working days prior to the meeting taking place.

**The purpose of all the activities conducted at stage 2 will be to explore the validity of the evaluation carried out at stage 1, to confirm the School's / Academy Trust's understanding of the tenderer's proposals, and where appropriate to probe issues in greater depth.**

**No new criteria or weightings will be introduced during this process. Moreover, no separate marks are 'reserved' for award at this stage.**

**Instead, the evaluation panel will use the presentation, and question responses as a basis on which to 'moderate' the scores originally awarded when the original tenders were evaluated.**

The presentation/ interview meeting will be held on [Insert dates] at [specify location], and are likely to last [X] minutes/ hours. Tenderers should note that securing a strong and constructive working relationship with the successful tenderer is important for the School / Academy Trust; for this reason tenderers should, if possible, include their proposed lead representative at interview stage.



## 2. CONDITIONS OF CONTRACT

*[Note: It may be appropriate to add or delete certain clauses to suit the procurement exercise in question. For example, it may be appropriate to add clauses relating to environmental performance and business continuity planning or enhance the Equal Opportunities, Intellectual Property Rights and/or Safeguarding clauses.]*

***Always check any changes with Legal Services before issuing the RFQ***

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Commencement Date** means the [insert date].
- 1.2 **Conditions** means these conditions of contract.
- 1.3 **Contract** means the agreement entered into between the **School / Academy Trust** and the Supplier embodying the Letter of Acceptance, Orders, these Conditions, the Supplier's Tender, the Specification and Pricing Schedule.
- 1.4 **Contract Documents** means the documents comprising the Contract.
- 1.5 **Contract Period** means the period from the Commencement Date to the Expiry Date and any extension pursuant to Condition 2.2.
- 1.6 **Contract Standard** means, in relation to the performance and discharge of any part of the Contract:
- 1.6.1 with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;
  - 1.6.2 in compliance with all relevant legal requirements including Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of all other internal requirements and procedures of the **School / Academy Trust**;
  - 1.6.3 having regard at all times to the welfare of children and vulnerable members of society; and
  - 1.6.4 in absolute co-operation with the **School / Academy Trust** and its other suppliers.
- 1.7 **School / Academy Trust** means [specify who the supplier will be legally contracting with, and who will be holding legal responsibility for fulfilling obligations of the School / Academy Trust].
- 1.8 **Expiry Date** means the [insert date].
- 1.9 **Letter of Acceptance** means the letter issued by the **School / Academy Trust** accepting the Supplier's offer as set out in the Supplier's Tender and creating the Contract.
- 1.10 **Order** means an official order in respect of the Services or any part or parts thereof issued by the **School / Academy Trust** to the Supplier.
- 1.11 **Pricing Schedule** means the Schedule so entitled which incorporates the prices and rates for the supply of the Services.
- 1.12 **Services** means [the provision of XXXXX] as detailed in the Specification to be supplied in accordance with the Contract and includes any variation thereto made pursuant to Condition 8.
- 1.13 **Specification** means the document so entitled which describes the Services to be supplied by the Supplier and any variation or modification thereto made pursuant to these Conditions.
- 1.14 **Sub Contract** means a contract between two or more suppliers or contractors at any stage of remoteness from the **School / Academy Trust** in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) whole or any part of this Contract.
- 1.14 **Supplier** means the person/s or company whose tender has been accepted by the **School / Academy Trust** and who accordingly enters into the Contract with the **School / Academy Trust** to supply the Services.

- 1.16 **Supplier's Tender** means the Supplier's offer in response to the **School / Academy Trust**'s request for quotation and includes the completed Pricing Schedule, Supporting Information, Payment Details, Contract Conditions Acceptance and Contact Information and any amendments to same agreed in writing between the parties prior to the Commencement Date.
- 1.17 Reference to the Supplier shall be deemed to include the Supplier's partners directors and employees and the Supplier's agents and sub-contractors unless the context otherwise requires.
- 1.18 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract.
- 1.19 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
- 1.20 In the Contract, unless the contrary intention appears:
- 1.20.1 words importing the masculine gender include the feminine gender; and
  - 1.20.2 words in the singular include the plural and vice-versa; and
  - 1.20.3 words importing a written notice or instruction include information transmitted by electronic means.

## **2 FORM OF CONTRACT**

- 2.1 By submitting a bid to provide the Services, the Supplier is making an offer to perform the Services on the basis set out in the Supplier's Tender, subject to these Conditions and in accordance with the Specification. The **School / Academy Trust**'s acceptance of a Supplier's Tender will be set out in a Letter of Acceptance.
- 2.2 The Contract will come into force on the Commencement Date and shall continue for the Contract Period unless terminated or determined earlier as provided for by these Conditions. **[At the School / Academy Trust's sole and exclusive option the Contract Period may be extended for further periods up to a total of [number of months], in which case, for the purpose of the Contract, the Contract Period shall be deemed to include such extended period.]**
- 2.3 The Supplier shall be deemed to have satisfied itself before submitting its bid as to the accuracy and sufficiency of the prices stated in the Supplier's Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its bid.
- 2.4 Discrepancies between Contract Documents
- 2.4.1 The Supplier shall inform the **School / Academy Trust** immediately if it becomes aware of any ambiguities or discrepancies between the Contract Documents giving full details.
  - 2.4.2 Any ambiguities or discrepancies found within the Contract Documents shall be resolved by the **School / Academy Trust** who shall issue to the Supplier appropriate instructions or where necessary a variation notice pursuant to Condition 8.
- 2.5 Copyright in the Contract Documents shall vest so far as it lawfully can in the **School / Academy Trust** but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.
- 2.6 No third parties shall acquire any rights under this Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

## **3 SUPPLY OF SERVICE**

- 3.1 Service Standard
- 3.1.1 The Supplier shall at all times during the performance of the Contract supply the Services to the **School / Academy Trust**'s satisfaction and in accordance with the requirements of each Order, the Specification and to the Contract Standard.
  - 3.1.2 The Supplier shall make good within **[one week]** of its occurrence any damage resulting from or arising out of the supply of the Services. In the event of the Supplier failing to make good such

damage, the **School / Academy Trust** shall, **two weeks** after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

- 3.1.3 Where necessary the **School / Academy Trust** may require the Supplier to co-operate, liaise with, and co-ordinate its activities with those of any other supplier engaged by the **School / Academy Trust** and the Supplier shall comply with all such instructions reasonably given.

## 3.2 Service Orders

- 3.2.1 Where the **School / Academy Trust** wishes to purchase Services from the Supplier under the Contract it shall issue an Order detailing the Services to be provided based on the Supplier's Tender and the Specification. For the avoidance of doubt, the **School / Academy Trust** shall not be liable to pay for any Services delivered without a supporting Order.

- 3.2.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) the **School / Academy Trust** gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The **School / Academy Trust** shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

- 3.2.3 Where funding for the Contract has been made available to the **School / Academy Trust** by way of a grant the Supplier agrees to comply with any grant terms of the funding body of which it is notified. Where the grant funding is reduced or withdrawn during the Contract Period the **School / Academy Trust** shall be entitled to make any such adjustments to an Order as may be necessary (including the cancellation of an Order) and the Supplier shall acting in good faith incorporate any such adjustments.

## 3.3 Requests for Information

- 3.3.1 The Supplier shall as soon as reasonably practicable provide the **School / Academy Trust** with any information relating to the performance of the Contract which the **School / Academy Trust** may reasonably request.

- 3.3.2 Subject to the receipt of reasonable notice, the Supplier agrees to attend any meetings called by the **School / Academy Trust** to discuss any aspect of the Contract.

## 4 SUSPENSION AND RECTIFICATION

- 4.1 Notwithstanding any other provisions in the Contract, where in the **School / Academy Trust**'s opinion: the Supplier has in any respect failed to meet the Contract Standard; the continuing provision of the Services represents a risk to any person or property; and/or the Supplier is in any other way in breach of any of its obligations under the Contract, the **School / Academy Trust** shall be entitled to suspend delivery of the Services immediately and without liability to the Supplier (including without obligation to pay the Supplier) until such time as the matters raising the need for suspension of the Services have been resolved to the **School / Academy Trust**'s satisfaction.

- 4.2 Where the **School / Academy Trust** believes that the Supplier is not performing the Contract to the Contract Standard it may (without prejudice to the **School / Academy Trust**'s other rights under the Contract) require the Supplier to prepare a rectification plan (the "Rectification Plan") which shall be provided to the **School / Academy Trust** within fourteen (14) days of its request and which will set out the manner in which the Supplier intends to return the delivery of the Service to the Contract Standard and the timeframe for doing so. The **School / Academy Trust** shall be entitled to make reasonable amendments to any Rectification Plan so submitted by the Supplier.

- 4.3 Where the matters leading to the suspension of the Services pursuant to Condition 4.1 cannot be or are not resolved to the **School / Academy Trust**'s satisfaction within twenty one (21) days of the suspension taking place or where the Supplier has failed to comply in any respect with a Rectification Plan prepared pursuant to Condition 4.2 (as amended by the **School / Academy Trust**), the **School / Academy Trust** shall be entitled to terminate the Contract with immediate effect without any further liability to the **School / Academy Trust**.

## 5 THE SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall forthwith comply with any and all written instructions issued to it by the **School / Academy Trust** in respect of any matter relating to the supply of the Service, save that any instructions involving a fundamental change to the basis on which the Supplier tendered will be dealt with as variations pursuant to Condition 8.
- 5.2 Where the Supplier has referred to specific qualifications, licences, certificates, standards or memberships in the Supplier's Tender, it shall inform the **School / Academy Trust** immediately should these be withdrawn, lost or in any other way restricted. Where the **School / Academy Trust** deems that such withdrawal, loss or restriction affects the Supplier's ability to provide the Services it shall be entitled to terminate the Contract with immediate effect.

## 6 THE SUPPLIER'S PERSONNEL

- 6.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise). The **School / Academy Trust** shall be entitled to request the removal of any of the Supplier's staff from delivery of the Services and the Supplier shall do its best to comply with any such request.
- 6.2 The Supplier shall ensure that its staff are properly and sufficiently instructed and supervised. Where any personnel are referred to by name in the Supplier's Tender, the Supplier shall not replace them without providing the **School / Academy Trust** with at least 14 days notice.
- 6.3 The Supplier will operate policies on personnel matters for both staff and volunteers. These should include appropriate arrangements for safe recruitment processes, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Services, copies of which must be provided to the **School / Academy Trust** on request.

**[Safeguarding conditions are required where the contract involves the contractor providing services as part of a 'regulated activity' as defined within the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation).**

- 6.4 Where the provision of the Services requires any of the Supplier's employees or volunteers to work in a regulated activity with children or adults, the Supplier will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children and/or the Adults Barred List relating to the protection of adults are also undertaken.**

- 6.6 The Supplier will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers.**

- 6.7 The Supplier will ensure that all enhanced checks for a regulated activity including the appropriate barred list check or checks are renewed every three years.**

- 6.8 The Supplier will not employ any person or continue to employ any person to provide the Services who appears unsuitable as a result of information received from the checks, and will notify the School / Academy Trust immediately of any decision to employ such a person in any role connected with this Agreement or any other agreement or arrangement with the School / Academy Trust.**

## 7 COMPLAINTS PROCEDURE

- 7.1 The Supplier will operate a complaints procedure (the "Procedure") acceptable to the **School / Academy Trust** and promote the Procedure appropriately to all service users. The Procedure will allow for advocacy on behalf of service users and will provide for independent participants in any appeals stage. The Supplier will also co-operate with any investigation under the **School / Academy Trust**'s complaints procedure.
- 7.2 The Supplier will record the volume and nature of complaints received, how complaints were investigated and outcomes of investigations, to be produced to the **School / Academy Trust** on request.

## **8 VARIATIONS**

- 8.1 The **School / Academy Trust** may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract (a "Variation"). In the event of a Variation being required, the **School / Academy Trust** shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the **School / Academy Trust**'s instructions or such other period as may be agreed.
- 8.2 For the avoidance of doubt, any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 8 or otherwise.

## **9 CONFIDENTIALITY/DATA PROTECTION/ACCESS TO RECORDS**

- 9.1 The Supplier will process all personal information relating to Service Users in accordance with the Data Protection Act 1998 (as amended) and, will allow Service Users access to personal information maintained in respect of them in accordance with that Act and the **School / Academy Trust**'s Access to Records policy (a copy of which will be supplied on request).
- 9.2 The Supplier shall not, without the prior written consent of the **School / Academy Trust**, make use of for its own purposes or disclose to any person (except as may be required by law or for the provision of the Services but only to the extent required and only with appropriate notification as to the confidential nature of the information), any documents relating to the Contract or any information contained therein or in any material provided to the Supplier by the **School / Academy Trust** pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.
- 9.3 For the purposes of Condition 9.2, the parties agree that information is not confidential if:
- 9.3.1 It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or
- 9.3.2 The information came from a source not connected with the Contract and that source is not under any obligation of confidence in respect of the information; or
- 9.3.3 The information was known to the Supplier before the date of the Contract and the Supplier was not under any obligation of confidence in respect of the information; or
- 9.3.4 A party is required by law to disclose it; or
- 9.3.5 The parties agree in writing that it is not confidential.
- 9.4 The Supplier shall indemnify and keep indemnified the **School / Academy Trust** against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition 9.
- 9.5 The obligations in this Condition 9 shall continue after the termination or expiry of the Contract.

## **10 HEALTH AND SAFETY**

- 10.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Supplier of copies of its risk assessments under these Regulations when requested by the **School / Academy Trust**), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.

## **11 EQUAL OPPORTUNITIES**

- 11.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

## 12 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

- 12.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the **School / Academy Trust** against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of Conditions 10, 11 and/or 12.

## 13 AGENCY

- 13.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the **School / Academy Trust** otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 13.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the **School / Academy Trust** or in any other way to bind the **School / Academy Trust** to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 13.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

## 14 GRATUITIES

- 14.1 The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the **School / Academy Trust** in accordance with the provisions of the Contract.

## 15 INDEMNITY AND INSURANCE

- 15.1 The Supplier shall be liable for and shall indemnify the **School / Academy Trust** against any expense, liability, loss, claim, or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever, arising out of or in the course of or caused by the provision of the Services or a breach of this Contract, unless due to any act or neglect of the **School / Academy Trust**, its employees or agents.
- 15.2 The Supplier shall be liable for and shall indemnify the **School / Academy Trust** against any expense, liability, loss, claim or proceedings in respect of any loss of or damage whatsoever to any property real or personal (including property belonging to the **School / Academy Trust**) arising out of the provision of the Services or arising out of a breach of this Contract, where the same is due to the neglect, default or omission of the Supplier, its employees or agents.
- 15.3 In addition to the above indemnities and any insurance cover required by law, the Supplier shall maintain insurance cover in respect of the Services as follows:
- 15.3.1 Public/Third Party Liability Insurance of no less than **£5 million (five million pounds)** in value for any one occurrence.
- 15.3.2 **Employers Liability Insurance** of no less than **£5 million (five million pounds)** in value in respect of any single claim or series of claims made in respect of any incident.
- 15.3.3 Professional indemnity Insurance of no less than **£1 million (one million pounds)** in value where the Services include the provision of advice to Service Users including advice regarding employment prospects, welfare benefits and money management.
- 15.4 The Supplier will supply to the **School / Academy Trust** on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this Condition 15.

**Comment [MS1]:** Stated minimum insurance values may benefit from consideration where services carry significant elements of risk

**Comment [MS2]:** Consider whether these insurances are required. Employers Liability may be deemed unnecessary in the context of a sole trader, and professional indemnity insurance relates to advice/instruction given which could result in a financial claim where acted upon and transpiring in consequential loss

## 16 INTELLECTUAL PROPERTY

- 16.1 The Supplier warrants that the Services or use of them will not infringe any patent registered design trademark or copyright or other protected right and will fully indemnify the **School / Academy Trust** against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

16.2 All intellectual property introduced in connection with this Contract shall remain the property of the introducing party. Unless otherwise agreed in writing, any intellectual property created pursuant to this Contract shall vest in the **School / Academy Trust**.

## 17 PAYMENT

17.1 The **School / Academy Trust** shall make payment to the Supplier of any valid undisputed invoice submitted under the Contract by the Supplier not later than 30 calendar days of receipt of the invoice.

17.2 The **School / Academy Trust** shall ensure that any invoices for payment submitted by the Supplier are considered and verified by the **School / Academy Trust** in a timely manner and any undue delay in doing so is not to be sufficient justification for failing to treat an invoice as valid and undisputed.

Or

[The **School / Academy Trust** shall pay the Order price in monthly instalments in advance to an agreed bank account using the Bankers Automated Clearing Systems (BACS), and issuing remittance advice by e-mail.]

17.3 Where the Supplier enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it shall include in that Sub-Contract:

i) Provisions that have the same effect as Condition 17.1 and 17.2 above; and

ii) A provision requiring the supplier or contractor to that Sub-Contract to include in any Sub-Contract it enters into provisions that have the same effect as Condition 17.1 and 17.2 above.

17.4 The **School / Academy Trust** shall only pay VAT where a valid VAT invoice has been received.

## 18 FINANCIAL MANAGEMENT

18.1 The Supplier shall adhere to standard accounting practices and will allow reasonable inspection of financial records and minute books by officers of the **School / Academy Trust** if requested.

## 19 PRICES AND RATES

19.1 The VAT exclusive prices and rates shall be as stated in the Pricing Schedule.

19.2 Unless agreed in writing by the **School / Academy Trust**, the **School / Academy Trust** shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract.

19.3 The Supplier will operate any relevant charging policies in line with the **School / Academy Trust**'s policies and will inform the **School / Academy Trust** of the level of charges made. The Supplier will not implement increases in charges without prior consultation with and approval of the **School / Academy Trust**.

## 20 ASSIGNMENT AND SUB-CONTRACTING

20.1 The Supplier shall not transfer, assign or sub contract directly or indirectly to any person the whole or any portion of the Contract without the prior written permission of the **School / Academy Trust**. The Supplier shall be responsible for the observance of all the provisions of the Contract by all sub-contractors.

## 21 LEGAL PROCEEDINGS

21.1 Immediately upon becoming aware of the same, the Supplier shall notify the **School / Academy Trust** of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract and where requested to do so by the **School / Academy Trust** shall assist the **School / Academy Trust** with any legal proceedings or internal hearings giving evidence or providing documentation as necessary.

## 22 IMPROPER INDUCEMENT OR REWARD

22.1 The **School / Academy Trust** may terminate this Contract and recover all its loss from the Supplier if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:

**Comment [MS3]:** Does the School / Academy Trust already have set payment terms and processes? Does this text need amending? Does the School / Academy Trust for example want to commit to shorter payments terms to support small businesses in respect of cashflow challenges?

- 22.1.1 offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other **School / Academy Trust** contract (even if the Supplier does not know what has been done); or
- 22.1.2 commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- 22.1.3 commit any fraud in connection with this or any other **School / Academy Trust** contract whether alone or in conjunction with **School / Academy Trust** members, trustees, governors, contractors or employees.

Any Condition limiting the Supplier's liability shall not apply to this Condition 22.1.

## **23 TERMINATION**

- 23.1 The **School / Academy Trust** shall be entitled to terminate the Contract at any time by giving **[3 months]** notice in writing to the Supplier. **[Consider whether such a clause is required at all]**
- 23.2 The **School / Academy Trust** may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:
  - 23.2.1 breaches or fails to observe any provision of this Contract, where the **School / Academy Trust** has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;
  - 23.2.2 becomes insolvent or bankrupt or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier's assets or business or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
  - 23.2.3 the Supplier has committed a fundamental breach of the Contract which in the **School / Academy Trust's** reasonable opinion justifies immediate termination of the Contract; or
  - 23.2.4 as otherwise provided for in these Conditions.
- 23.3 Any termination of the Contract by the **School / Academy Trust** will be without prejudice to the rights of the **School / Academy Trust** in respect of any prior breach by the Supplier of the Contract.

## **24. CONSEQUENCES OF TERMINATION**

- 24.1 With the exception of termination pursuant to Condition 23.1, the **School / Academy Trust** upon termination of the Contract shall be entitled to employ and pay other persons to provide and complete the provisions of the Contract and to recover any monies paid in doing so from the Supplier.
- 24.2 Where following expiry or earlier determination of the Contract, provision of the Services is to transfer to another provider, the Supplier shall assist the **School / Academy Trust** in all respects with such transfer including, but not limited to, providing the **School / Academy Trust** with any information required to enable the **School / Academy Trust** to comply with its obligations under TUPE.
- 24.3 Within 6 weeks of the expiry or earlier determination of the Contract the Supplier shall repay to the **School / Academy Trust** any amount paid to the Supplier that has not been spent as at the date of expiry or termination of the Contract in delivering the Services.

## **25 RECOVERY OF SUMS DUE TO THE SCHOOL / ACADEMY TRUST**

- 25.1 The **School / Academy Trust** reserve their right at common law and in equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract.

## **26 WHOLE CONTRACT**

- 26.1 The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties with respect thereto.

## 27 NOTICES

- 27.1 Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting.

## 28 WAIVER

- 28.1 The failure of the **School / Academy Trust** to insist upon strict performance of any provision of the Contract or the failure of the **School / Academy Trust** to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

## 29 DISPUTES

- 29.1 Any disputes arising which cannot be solved at an operational level within 14 days of written notification shall be escalated to a senior manager in each organisation who will attempt to resolve the dispute in good faith or if unable to be resolved within 21 days following escalation may be referred by either party to arbitration.
- 29.2 Where a matter is referred to arbitration it shall be referred to a single arbitrator to be agreed between the parties or failing such agreement within fourteen (14) days to be nominated by the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 (as amended). Unless otherwise agreed in writing the costs of arbitration shall be shared evenly and the decision of the arbitrator shall be final and binding on both parties.

## 30 FORCE MAJEURE [When including a clause stipulating business continuity planning requirements it is important to ensure that such a clause complements, rather than contradicts, the Force Majeure clause]

- 30.1 Neither party shall be liable in respect of any breach of the Contract due to any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, Act of God, flood, lightning or fire; industrial action or lockouts; pandemic; the act or omission of Government, highway authorities or other competent authority; war, military operations or riot.
- 30.2 A party affected by a Force Majeure Event shall inform the other party as soon as practicably possible of the circumstances involved and the likely timeframe for resolution. Should the Force Majeure Event not be resolved within thirty (30) days of notification, the other party shall be entitled to terminate the contract by notice in writing.

## 31 SEVERABILITY

- 31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions shall continue in full force and effect.

## 32 OMBUDSMAN INVESTIGATION AND FREEDOM OF INFORMATION

- 32.1 The Supplier acknowledges that the **School / Academy Trust** has obligations under the Freedom of Information Act 2000. The Supplier shall comply with all requests made by the **School / Academy Trust** necessary (including but not limited to providing requested documentation and making staff available to be interviewed) to allow the **School / Academy Trust** to meet its legal obligations.

## 33 SUPPLIER WHISTLEBLOWING

- 33.1 The Supplier will ensure that the **School / Academy Trust**'s Whistleblowing Policy (a copy of which may be obtained from the **School / Academy Trust** upon request) is made available to all current and future employees and subcontractors who have an active involvement in contracts for the **School / Academy Trust**, and any other employees as appropriate.

## 34 AMENDMENTS

- 34.1 The Contract may be amended by agreement between the parties but no amendment to the Contract shall be binding unless it is recorded in writing and signed by a duly authorised representative of each party.

### 3. SPECIFICATION

[Background]

[Scope]

[Requirement: *specification types*]

- Outcomes – What needs to be ultimately achieved
- Outputs – What needs to be done, e.g. availability, speed, delivery, quantities or quality
- Inputs – How the service is to be delivered, e.g. resources, processes, materials]

[Communication interfaces]

[Timescales]

[Pricing mechanism: *types*]

- Total firm price – All-inclusive price for the contract, not subject to review
- Total fixed price - All-inclusive price for the contract, reviewed using price revision mechanism, e.g. RPI
- Unit costs or daily/hourly rates – Where the extent of the services required is unknown and will be 'called off' as required]

[Payment terms]

[Performance measurements]

[Reporting]

[Exit Strategy]

**[TIP - It is important that a lay person can understand the specification. It may be that you could test out the specification on a colleague from outside of your area of work. Also, the terminology used in the Specification should mirror that used in the Conditions of Contract]**

## 4. PRICING SCHEDULE

Consider how you wish for providers to outline their price(s) – i.e. price per week/month/term/year? All inclusive price? Priced extras (*if so it's advisable to provide an indication of the expected volume of specified extras to aid the supplier's quotations and for fair and equal comparison of prices*)? It is also beneficial to standardise to enable comparison of prices between contractors

[Prices exclude VAT]

[TIP – Think about how many marks you are going to allocate to Price as well as how you are going to evaluate Price ahead of issuing the Request for Quotation, e.g:

- Total evaluation marks allocated to Price awarded to the best price, with other bids' prices scored proportionally less marks
- Half marks awarded to the average Price, with other bids scored proportionally less or more, as appropriate
- Half marks awarded to a reasonable benchmark price, with bids scored proportionally less or more, as appropriate

You should detail to bidders how you intend to allocate marks for their quoted price (as per table 1 under 1.8 on page 4)

## 5. SUPPORTING INFORMATION

Note – You may adjust the size of the following text boxes to suit your response.

### SECTION A Organisation Details

A-1 Organisation Name

A-2 Type of Organisation (*Please tick as appropriate*)

A Public Limited company?	<input type="checkbox"/>
A Limited Company	<input type="checkbox"/>
A Company Limited by Guarantee	<input type="checkbox"/>
A Partnership?	<input type="checkbox"/>
A Sole Trader?	<input type="checkbox"/>
A Charity	<input type="checkbox"/>
A Franchise	<input type="checkbox"/>
A Small/Medium Sized Enterprise or SME <sup>1</sup> ?	<input type="checkbox"/>
Other (e.g: a Special Purpose Vehicle, Joint Venture Company etc <i>Please specify</i> )	<input type="checkbox"/>

A-3 Registered Office

A-4 Company Registration Number

A-5 VAT Registration Number

A-6 If the Organisation is a member of a group of companies, give the name and address of the ultimate holding Company.

<sup>1</sup> The European Commission defines an SME as an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million.

A-7 Conflicts of interest

To the best of your knowledge, does any owner, director or senior officer of your organisation have any personal or financial connection directly or indirectly with any member, trustee, governor, or employee of **School / Academy Trust** which might be perceived to compromise their impartiality and independence in the context of the procurement procedure?

YES  NO

If so, please provide details below.

In accordance with question A-7, the **School / Academy Trust** may exclude the tenderer if there is a conflict of interest which cannot be effectively remedied.

**SECTION B Experience of the Organisation**

B-1 Please provide a brief history of the Organisation and its evolution.

B-2 Organisation and Management Structure

Please detail your organisation and management structure.

## SECTION C References

C-1 Please provide the details of two organisations who would be willing to act as references to demonstrate your organisation's previous experience in providing the type of service required under this contract. Please ensure that the named organisations are able and willing to act as a reference on your behalf before providing their details.

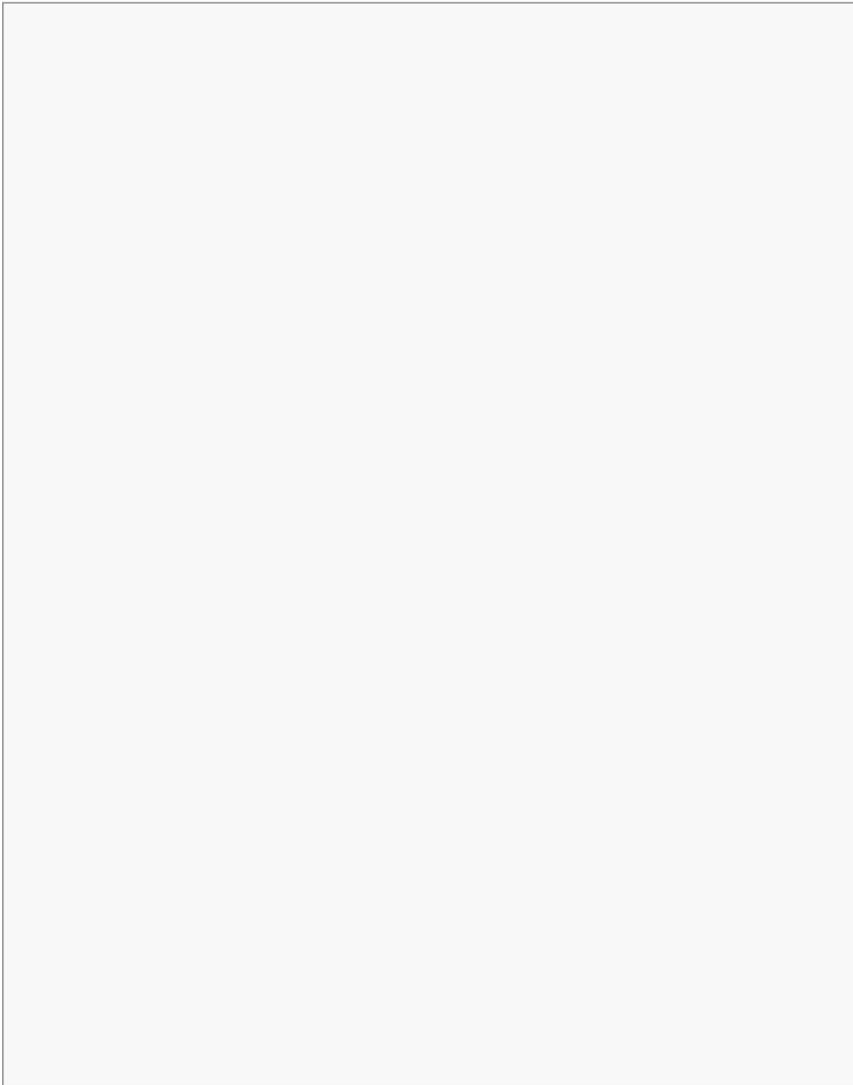
Contact name and position in organisation	Organisation name and full postal address; telephone number; e-mail address
1.	
2.	

The **School / Academy Trust** will endeavour to expedite any unfulfilled requests for references but any further action to secure this information is at the discretion of the **School / Academy Trust**.

**SECTION D Any Other Information**

D-1 [It is advisable to ask specific method statement questions relating to how the Tenderer proposes to manage and deliver the service under the contract, e.g. the schedule of implementation. Tenderers may also be asked as to how they will add value under the contract]

[TIP – It is important to ensure that any specific method statement questions relate to the Specification and that they are allocated evaluation marks ahead of issuing the Request for Quotation]



D-1 and the response box should be replicated (as D-2, D-3 etc) an appropriate number of times to ask questions enabling effective evaluation of each supplier response. Individual weightings for each method statement question, alongside price should be detailed in table 1 of 1.8 on page 4

## 6. PAYMENT DETAILS

The **School / Academy Trust**'s standard payment terms are 30 days from receipt of a valid invoice.

[You may wish to detail here the frequency upon which you expect to be invoiced, and/or whether you only intend to make payment upon completion of certain deliverables/milestones]

Payment is by BACS.

It is the policy of the **School / Academy Trust** to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

**Comment [MS4]:** As per condition 17 – consider what you intend your payment terms to be

Bank Name \_\_\_\_\_ Account Name \_\_\_\_\_

Bank Address \_\_\_\_\_ Sort Code

\_\_\_\_\_ Account No.

\_\_\_\_\_ Postcode \_\_\_\_\_

**IMPORTANT** - All invoices should be addressed to:  
**Detail where invoices must be sent/submitted to**  
**Failure to do so may lead to a delay in payment.**

## 7. CONTRACT CONDITIONS ACCEPTANCE

Contract for Provision of [Service Name]

To School / Academy Trust

In response to the Request for Quotations for the provision of [Insert Contract Title] dated [Insert date], I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

- 1 undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
- 2 understand that the School / Academy Trust is not bound to accept any offer it receives.
- 3 certify that I/We have not done, and I/We will not, at any time before the notification of tender results, do any of the following:
  - 3.1 Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
  - 3.2 Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
  - 3.3 Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.
- 4 contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.
- 5 accept the terms and conditions of the Contract set out in this Request for Quotations, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this tender in strict conformity with those terms and conditions.
- 6 understand that my/our responses to the questions posed in this Request for Quotations including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and School / Academy Trust.
- 7 confirm that if our tender is accepted we will, if required, upon demand:
  - (a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
  - (b) Sign a formal contract document if required;
- 8 agree that unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 9 certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Request for Quotations. I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.

Signature .....  
*Duly authorised agent of the Supplier*  
(Electronic/typed signatures are acceptable)

Position held .....

Name and Address .....

of Supplier

.....  
.....  
.....

Dated

.....

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual Tenderer, the capacity in which he signs or is employed.

## 8. CONTACT INFORMATION

Name of person to whom any queries relating to this enquiry should be addressed

Telephone

E-mail

Organisation Name

Address