

Document 1

Instructions and Information on Tendering Procedures

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact **Jonathan Dunning, Estates Manager, Ad Astra Academy Trust, Hub Two, The Innovation Centre, Queens Meadow Business Park, Venture Court, Hartlepool, TS25 5TG** or **01429 874552** or jonathan.dunning@adastraacademytrust.com if you have any doubts as to what is required or you have difficulty in providing the information requested.

Pre-tender negotiations are **not** allowed.

1. Contract Period

The contract is to be for a period of **22nd July 2019 to 30th August 2019** or may be extended to such a time that allows for the full complement of works described within the documentation provided to be completed.

2. Incomplete Tender

Tenders may be rejected if the information asked for in the attached documentation is not given at the time of tendering.

3. Returning Tenders

Tender bids can be submitted electronically, manually or both. The Trust will send a confirmation of receipt of bid email.

Manuscript bids including envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Tenders must be delivered by **12pm on Thursday 11th July 2019.**

4. Receipt of Tenders

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

5. Acceptance of Tenders

By issuing this invitation the Trust is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

6. Inducements

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

7. Confidentiality of Tenders

Please note the following requirements, you **must not**:

- Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.

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

Failure to comply with these conditions may disqualify your tender.

8. Costs and Expenses

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

9. Debriefing

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

10. Evaluation Criteria

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

Your capability to perform the contract will be evaluated using selection and award criteria set out in Annex 1.

11. Freedom of Information

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

12. Tender Period

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

13. Basis of the Contract

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

14. Personnel Security Standard

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

Detailed information on each check is in Document 3

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15. Example Timetable

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

ACTIVITY	TIMESCALE
Advertise ITT	Monday 1st July 2019
Start of clarifications stage / any questions about the specification or procurement process	Monday 1st July 2019
End of clarifications stage	4pm, Wednesday 10th July 2019
Submission deadline for receipt of bids	12pm on Thursday 11th July 2019
Award contract	Monday 15th July 2019

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16. Format of Bids

Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Specification. Please include the following;

- a. **Proposal** – A specification to suitably and appropriately remedy the identified defects accompanied by a risk assessment and method statement for the works. Please include further detailed documents to support any complex or bespoke work elements including (but not limited to), removal or disturbance of ACM's, working at height or within enclosed spaces).
- b. **Completed Health and Safety questionnaire.**
- c. **Completed contractor information and tender response checklist document (tab 2). Please ensure all supporting information is included.**

Section 4 Cost and Charging Arrangements

- d. **Completed Pricing Schedule** - within the contractor information and tender response checklist document (tabs 4 and 5). **Please price for every item.**

Section 5 Project Management and Delivery – please include a detailed project management plan with key milestones identified that demonstrates how the key deadlines identified in this document will be achieved.

Section 5 Declarations, Undertakings and Attachments (see Document 4)

Conclusions

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

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Document 2

Specification of Requirement

1 Introduction/Background

West View Primary School is a large Primary Trust based in the West View Area of Hartlepool and comprises approx. 450 pupils and 80 staff members. It is located between Davison Drive and Bruce Crescent, but is also bordered by Carrick Street and Warren Road. The school itself comprises a number of interconnected single storey structures ranging from construction in 1952 to 2018.

The site has several unconnected drainage issues including standing / ponding water which have resulted from a combination of poor design and inadequate maintenance. A specification has been compiled to address these problem areas and to improve the use of the site.

The site is bordered by large expanses of green spaces, all which are relatively flat lying approximately 700mm above the FFL of the school at its highest point. The fields mainly fall towards the existing buildings/yard, much of which does not include any drainage for the control of ground water. With this regard in several locations, where ground with opposing falls meet there is significant ponding evident with no means of drainage provided for.

Brief

The Trust would like to appoint a Contractor who will provide a solution to the ongoing drainage issues on the school site within the parameters of the available budget. The contractor will provide suitable materials, equipment and resources to repair, replace or install new components to create a drainage system that is robust, easy to maintain and eliminates standing water from the Trust grounds. In order to do so, we ask that the invited tenderers to consider, design and cost solutions in conjunction with the provided documentation.

Points to Note

The limited groundwater drainage that exists around the site is in poor to fair condition. A key area is located in the KS2 Garden Gate Area with ponding water where the students exit the KS2 Hall and Garden onto the KS2 yard. There is existing drainage which lies in-situ, despite this however, this does not seem to drain adequately in sections and is partially blocked or collapsed at the main exit point onto the yard from the KS2 Garden. This ponding is from ground water which is not draining away and can grow to a depth of 20-30mm.

It is also noted that drainage is not clearly evident to the south of the Trust and is certainly inadequate in terms of draining the significant amount of surface water that the hard-standing areas produce. This is exacerbated once the grassed areas reach capacity in prolonged wet conditions. This is evident in the Nursery Garden Area and also the KS1 Paved Circulation Area where these areas meet the sloping grass. It is understood that there are gullies in this location, however, they have been covered with grass and silt build up, which has also clogged the existing drainage channels.

Furthermore, there is evidence that the large expanses of paved areas are exacerbating the issue by increasing surface run off rates and promoting standing water in lieu of grassed areas.

Tenderers are requested to review the attached Schedule of Works and supporting documentation as a guide for pricing the works, however, we welcome any considered designed, specified and costed solutions that address the drainage problems in full.

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2 Purpose

General Requirements

To provide a suitable solution to the drainage issues on the school site. Please note the following considerations (although please note this is not an exhaustive list);

- To remove uneven surfacing where possible, which leads to standing water.
- To enable each manhole chamber location to be readily accessible for maintenance purposes. (N.B. – some are damaged or seized, preventing access)
- To remove unnecessary hard surfacing and create natural drainage.
- To improve circulation areas by widening pavements to prevent trafficking of grassed areas, leading to erosion, which leads to ponding water.
- To repair or replace gullies, channels and pipework and prevent debris collecting in them.
- Where gullies are present, make allowances for ensuring that the surrounding surfaces adequately drain into the outlet.

Essential Requirements

The information provided allows for several items of work to be carried out to resolve numerous drainage issues around the Trust site. The items have been considered and designed to address current drainage issues and allow for a tailored solution to each problem.

The submitted tender should include for all costs associated with the works, including design, supply, installation, associated building works, connections, any works involving reinstatement of existing surfaces or installation of new finishes where appropriate. (Please note that the list is non exhaustive)

- The contractor must allow for a specification for each of the defects that is suitable and appropriate for the purpose for which it is intended. The specification will include confirmation of materials proposed as well as a method for installation or a drawing detail.
- The contractor / designer must satisfy themselves that any specification is suitable and appropriate for the situation and environment. Similarly, materials should be appropriate and robust.
- Any installation must be easily maintainable and any specific maintenance requirements clearly identified to the client at tender stage. A brief written proposal will suffice.
- Any omissions or amendments to the original brief / specification are to be clearly identified to the client at tender stage and justification for any amendment made in writing for clarity.
- The client reserves the right to omit any items in the schedule as necessary to satisfy prioritisation or budgetary constraints.
- The client reserves the right to choose between options where more than one option is identified with regard to any schedule item.
- The contractor must fully comply with all current relevant Health & Safety legislation, including the CDM Regulations 2015, especially in regard to the planning and management of works and demonstrate this by producing and providing paperwork to satisfy this requirement.

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- The contractor must also ensure that they fully comply with all relevant Building Regulations.
- The contractor must be available and prepared for a Pre-Start meeting to discuss and confirm planning, programming and arrangements for the works to commence on the 22nd July 2019.
- The Principal Contractor/ Contractor must not sub contract any elements of works without first notifying the client.
- The contractor must take all steps to identify any services/utilities prior to any excavation work being undertaken.

3 Management Information

The successful tenderer will be asked to provide management information to meet the needs of the Trust.

4 Security of Data

The tenderer must submit a security plan that explains how they will ensure that Trust or personal data will be protected.

5 Costs

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

QUOTATION FORMAT

- Price for each and every item within the Pricing Schedule of Work. (Including Prelims)
- The Trust will consider the full priced Schedule of Work and depending upon total value against the budget, may choose to omit one or more item.
- Additional provisional costs have been identified to cover a range of drainage and other scheme related items including surface gully grates, hoppers and any potential ACMs being discovered.

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

6 VAT

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

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

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

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

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Document 3

List of Attachments

1. **Attachment 1** Standard Contract of Conditions for Purchase
2. **Schedule 1** Information about the requirement and specification
3. **Schedule 2** Expenditure
4. **Schedule 3** Not used
5. **Schedule 4** Personnel Security Standard Checks
6. **Schedule 5** Contractor tender response (to be inserted into final contract with successful bidder).
7. **Annex 1** Tender Evaluation and scoring
8. **Annex 2** Contractor health and Safety Selection Questionnaire
9. **Annex 3** Contractor Information and Tender Response Checklist
10. **Annex 4** Site Plan

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Document 4

Declarations and Information to be Provided by the Tenderer

Declarations

1 (Name of tenderer) declares that we accept the Trust's standard terms and conditions included at Document 3 as the basis of the contract; and

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

3 declare that the tender will remain valid until **31st December 2019** and that we are not entitled to claim from the Trust any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer

Undertaking

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

- a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) any convictions for a criminal offence committed by the tenderer (or being a company, by its officers or any representative of the company);
- c) any acts of grave misconduct committed by the tenderer (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;
- d) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

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Attachment 1

Terms and Conditions

Contract for Drainage Upgrade Works at West View Primary School,
Davison Drive, Hartlepool, TS24 9BP

This contract is dated ..***Insert Date, in manuscript, the Trust Signed the Contract Here***

Parties

- 1) Ad Astra Academy Trust, Davison Drive, Hartlepool, TS24 9BP (**"the Trust"**);

And

- 2) ***enter company name and registered number*** whose registered office is at ***enter the full address*** (**"the Contractor"**)

Recitals

The Contractor has agreed to undertake drainage upgrade work activities on the terms and conditions set out in this Contract.

The Trust's reference number for this Contract is ***WVDrainage01.***.

1 Interpretation

1.1 In this Contract the following words shall mean:

"the Contract Manager" Jonathan Dunning, Estates Manager, Ad Astra Academy Trust, Hub Two, The Innovation Centre, Venture Court, Queens Meadow Business Park, Hartlepool, TS25 5TG

"the Contractor's Contract Manager" *** name of the Contractors Contract Manager***

"Confidential Information" means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.

"Contracting Department" any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Trust;

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"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor's Tender"	the tender submitted by the Contractor and other associated documentation set out in Schedule 4.
"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;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the 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;
"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"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;
"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

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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 **Monday 22nd July 2019** and, subject to Clause 10.1 shall complete the Services on or before **30th August 2019**.

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.

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 requirements 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.

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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

Not used.

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:

- require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Trust; or
- 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, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

10.1 This Contract may be terminated by the Trust giving to the Contractor at least 14 days' notice in writing.

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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:

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.

11 Due Diligence

11.1 The Contractor acknowledges and confirms that:

(a) the Trust has delivered or made available to the Contractor all of the information and

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documents that the Contractor considers necessary or relevant for the performance of its obligations under this Contract;

- (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Trust pursuant to [clause](#) 11.1(a);
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Trust before the date of the commencement of the Services) of all relevant details relating to the performance of its obligations under this Contract; and
- (d) it has entered into this Contract in reliance on its own due diligence.

11.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Trust in respect of any information which is provided to the Contractor by the Trust and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

11.3 The Contractor:

- (a) warrants and represents that all information and statements made by the Contractor as a part of the procurement process, including without limitation the Contractor's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Trust prior to execution of this Contract; and
- (b) shall promptly notify the Trust in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Trust during such due diligence which materially and adversely affects its ability to perform the Services.

11.4 The Contractor shall not be entitled to recover any additional costs from the Trust which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Trust by the Contractor in accordance with clause 11.3(b), save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Trust and the Contractor could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Contractor shall be entitled to recover such reasonable additional costs from the Trust or shall be relieved from performance of certain obligations.

11.5 Nothing in this clause shall limit or exclude the liability of the Trust for fraud or fraudulent misrepresentation.

12 Status of Contractor

12.1 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.

12.2 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.

13 Confidentiality

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

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

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

13.2 Clause 13 shall not apply to the extent that:

13.2.1 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 14 (Freedom of Information);

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

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

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

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

13.3 The Contractor may only disclose the Trust's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services 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.

13.4 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.

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

13.6 Nothing in this Contract shall prevent the Trust from disclosing the Contractor's Confidential Information:

13.6.1 for the purpose of the examination and certification of the Trust's accounts; or

13.6.2 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.

13.7 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 13 is made aware of the Trust's obligations of confidentiality.

13.8 Nothing in this clause 13 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.

14 Freedom of Information

14.1 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.

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

14.2.1 transfer to the Trust all Requests for Information that it receives as soon as practicable and in

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any event within two Working Days of receiving a Request for Information;

14.2.2 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

14.2.3 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.

14.3 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.

14.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Trust.

14.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 14) 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:

14.5.1 in certain circumstances without consulting the Contractor; or

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

provided always that where 14.5.1 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.

14.6 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.

15 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.

16 Transfer of Responsibility on Expiry or Termination

16.1 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.

16.2 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.

16.3 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.

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17 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.

18 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.

19 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.

20 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.

21 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.

22 Dispute resolution

22.1 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.

22.2 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.

22.3 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.

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

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Authorised to sign for and on
behalf of the Trust

Authorised to sign for and on
behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

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Schedule 1

Background

West View Primary Trust has an external drainage problem at several areas across the site which has resulted in instances of standing/ponding water, particularly in inclement weather. This has resulted in problems for children, parents, staff and visitors in terms of access, egress and circulation around the site. Not only has this presented a health and safety hazard but also continues to disrupt teaching and learning activities at the school. These issues resulted in a successful bid to the Department for Education for capital funding to address and rectify current and future drainage problems.

Aim

The Trust requires the Contractor to achieve the following aims:

- Resolve all identified drainage problems with a comprehensive solution.
- Ensure that the proposed solution meets the needs of the Trust in terms of budget and offers a robust long-term solution that can be comfortably maintained by the Trust.

The Contractor shall use all reasonable endeavours to achieve the following outcomes:

- The Services are completed with minimal disruption to the Trust.
- Further to completion of the Services, any necessary maintenance of the new drainage system completed will be at minimal cost and effort to the Trust.
- The Services will be completed with safety as the ultimate priority for the scheme and all efforts will be made to ensure the safety of all key stakeholders including (but not limited to), contractors, visitors, parents, children and staff.

Schedule of Work

As per the 'Contractor Information and Tender Response Checklist' (Annex 3) document included within the invitation to tender package in respect of the Services.

Key Performance Indicators – To be confirmed.

Data Security Plan – Not used.

Contractor Responsibilities – As laid out in documentation above in conjunction with their duty of care under CDM 2015 regulations and other laws or regulations that apply in respect of the carrying out of the Services.

Delivery Methodology

The aims to be delivered upon shall address existing issues but should also consider and address the potential for any future issues. As such, the Contractor should be prepared to engage fully with the Trust to ensure that any potential outcomes have been considered based upon the specification but also allowing for budgetary constraints.

Notwithstanding the above, it is a mandatory requirement that the drainage problems described within the "Background" above are fully and properly resolved.

Risk Management

The Contractor shall promptly make any potential risks known to the Trust, so that they can be managed accordingly. The Trust contracts the provision of competent health and safety advice to North Yorkshire County Council Health and Safety team and the Contractor will be required to adhere to their advice and direction where necessary.

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Contingencies

Any reasonably foreseeable contingencies should be made known and a reasonable budget allowed for to cover any costs accrued in resolving said matters.

End of schedule 1

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Schedule 2

Expenditure and Financial Requirements

1 Eligible Expenditure

The contractor shall only be permitted to charge for items of expenditure in relation to the contracted works. This may include materials and labour (and their associated costs). VAT will be payable at the prevailing rate'

2 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.

3 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.

4 Invoices shall be prepared by the Contractor **monthly or as otherwise agreed at the Pre-Start Meeting** in arrears 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.

5 Invoices shall be sent, within **30 days** of the end of the relevant month to **Finance Department, Ad Astra Academy Trust, Hub Two, The Innovation Centre, Queens Meadow Business Park, Venture Court, Hartlepool, TS25 5TG** or via email to finance@adastraacademytrust.com quoting the Contract reference number. 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

SCHEDULE 3 – NOT USED

Schedule 4 Personnel Security Standard Checks

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

The verification process consists of 4 separate checks as follows:

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

Identity

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

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

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

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

Employment History

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

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

Ask for further references if:

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

Nationality and Immigration Status

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

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The minimum requirement for the verification process is as follows:

Individuals should be asked to produce one of the following:

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

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

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

Or you can ask the individual for:

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

Unspent Criminal Record

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

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

You must not supply any individual if they are:

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

**Schedule 5
Tender Documentation**

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**Annex 1
Evaluation scoring matrix**

The following is the type of scoring matrix that will be used for evaluation of bids in the Award Stage.

Important – Please Note – Only tenders that demonstrate the ability to meet the requirements under the Health and Safety at Work Act 1974 and Construction (Design and Management) Regulations 2015 will be evaluated using the following criteria. Failure to meet these legislative requirements will prevent the tender from moving to the scoring stage of the evaluation process.

0-5 scoring system:

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

Scoring and Weighting grid

Your capability to perform the contract will be evaluated using the criteria set out below and the scoring

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matrix above. Price will be ranked in order with the lowest cost attracting the highest score. Depending on the number of tenders received, scores may be awarded to those bids where prices fall within a band. In this instance, price bands will be established and ranked accordingly with the lowest cost band attracting the highest score. The highest scoring bid will be considered the most economically advantageous tender and the successful bidder

Scoring Grid

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
1	The ability to meet the project specification, providing a robust and suitable drainage solution to address the identified issues	40%		
2	Price	40%		
3	Project Management and Delivery	20%		
	Total	100%		

Award Stage- Weighting of Scores for each Requirement Section (using criteria above)

Requirement Heading	Maximum Weighted Score
The ability to meet the project specification, providing a robust and suitable drainage solution to address the identified issues	200 (5 x40)
Cost	200 (5 x40)
Project Management and Delivery	100 (5 x 20)
Maximum Total	500