

## MODEL INVITATION TO TENDER LETTER

[insert Name of School]

[Insert address of tenderer]

Dear ....

### INVITATION TO TENDER (ITT) for .....[insert a general description of the tender]

- 1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:  
  
Document 1 Instructions and information on the tendering procedures.  
Document 2 Specification of the Requirement.  
Document 3 List of attachments.  
Document 4 Declaration and information to be provided by tenderer.
- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.
- 3 **[Insert number of tender copies you want]** copies of your tender must be received by **[insert name and address of the person to whom the tender should be sent]** no later than **[insert time and date]**. Late tenders will **not** be considered.
- 4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to **[insert contact name]**, at the above address marked 'No Tender'.
- 5 Please contact me if you have any questions about the tendering procedure. The enclosed Document 1 also contains details for providing you with further information or clarification of the School's requirement.

I look forward to your response.

Yours sincerely

**INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES**

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact [**insert contact name, address, e-mail address, telephone and fax numbers**] 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.

**Contract Period**

- 2 The contract is to be for a period of [**insert period of contract, for example, 3 years with a possible extension of 2 years**].

**Incomplete Tender**

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

**Returning Tenders**

- 4 [**Schools should state whether they want bids electronically ,manually or both**]  
The school 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 [**insert time and date**]

**Receipt of Tenders**

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

**Acceptance of Tenders**

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

**Inducements**

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

**Confidentiality of Tenders**

- 8 Please note the following requirements, you must not:

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

## OFFICIAL : COMMERCIAL

Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.

Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

### Costs and Expenses

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

### Debriefing

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

### Evaluation Criteria

- 11 ***You may have used an Expression of Interest EOI process to gauge interest in your contract and help you plan how much time and resources you'll need to evaluate suppliers' bids at the award stage and this may have been followed up by using a pre-qualification questionnaire (PPQ) to select the organisations going forward to the award stage [delete this para ].*** The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.

- 12 *Your capability to perform the contract will be evaluated using selection and award criteria [delete if not appropriate ] the award criteria set out in Annex 1 [School to develop a form and table showing evaluation criteria]. [Only the top [insert a number, eg 5] scoring organisations in the selection stage will have their tenders assessed [delete if not appropriate]*

### Freedom Of Information

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

### Tender Period

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

### Basis of the Contract

## OFFICIAL : COMMERCIAL

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

**[Include the following paragraph on Personnel Security Checks only when personnel supplied under the contract need unsupervised access to the School's assets including but not limited to premises, IT equipment and classified information. Remember to remove the italics and renumber the subsequent paragraphs]**

### **Personnel Security Standard**

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

*Detailed information on each check is in Document 3 – List of Attachments*

**Example Timetable [or see the exemplar timetable in schools procurement guidance for additional timeframe [delete]]**

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

ACTIVITY	TIMESCALE
Advertise (and Voluntary advert (through OJEU)	xxxxxx
Start of clarifications stage / any questions about the specification or procurement process	xxxxxx
End of clarifications stage	xxxxxx
Submission deadline for receipt of bids	xxxxxx
<b>If required:</b> Inform bidders of Selection Stage outcome	Xx/xxxxxx
<b>If required</b> supplier clarification interviews ]	Xx/xxxx – xx/xxxx
Inform bidders of award	Xx/xxxx
10 day stand still period if applicable	Xx/xxxx
Award contact	Xx/xxxx

--	--

### **Format of Bids**

18 Tenderers should present their proposals in the following format:

**Section 1 Table of Contents**

**Section 2 Management Summary**

**Section 3 Meeting the Specification**

**Section 4 Cost and Charging Arrangements**

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

### **Conclusions**

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

## SPECIFICATION OF REQUIREMENT

*[Use this document to set out exactly what the supplier will have to do. Encourage tenderers to put forward alternative solutions and proposals so long as they address the basic requirement.]*

*Where possible, include the standards (British or International) that will be used in arriving at a judgement on the quality of the project or service. Remember: if the requirement is to be advertised in Europe you must refer to international standards or modify references to national standards with the addition of '... or equivalent'.*

*If the requirement includes the use or production of School data and/or the recording and retention of personal information ask the bidder to submit a security plan as part of their bid that sets out how they will ensure the security of data.*

*Consider whether or not the duties placed on the School by the Equalities Act 2006, the Disability Discrimination Act 2005 and Race Relations Amendment Act 2000 to promote equality between men and women, disability equality and race equality is relevant to the goods or services that you are procuring*

*The following is a suggested format for compiling a specification including information you may wish to consider]*

### **1 Introduction/Background**

*[Let the tenderer know any pertinent facts leading up to the identification of the requirement.]*

### **2 Purpose**

*[Tell the tenderer what we want to achieve. Make sure that your description is accurate, complete and clear. Try to focus on outputs and deliverables rather than telling the tenderer how to do it]*

### **3 Management Information**

The successful tenderer will be asked to provide management information to meet the needs of the School. The minimum information needs are:

*[Tell tenderers what information needs you have. If none delete this paragraph]*

### **4 Security of Data**

Ask the tenderer to submit a security plan that explains how they will ensure that School or personal data will be protected.

### **5 Costs**

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

*[If appropriate, ask for a cost breakdown so that you can assess the reasonableness of the bid. Comparing the elements of bids can also be very useful in identifying any 'padding' and where savings might be made. List the headings under which you*

## OFFICIAL : COMMERCIAL

*expect to be given information, e.g. day rates, number of days work, a breakdown of on-costs, such as travel, subsistence etc.]*

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

## 6 VAT

- 6.1 Please state clearly when submitting prices whether or not VAT will be charged.
- 6.2 Where the contract price agreed between the School and contractor is inclusive of any VAT, further amounts will not be paid by the School should a vatable supply claim be made at any later stage.
- 6.3 Where the overall contract price is exclusive of VAT, the School will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes the School will pay any VAT incurred at the new rate.
- 6.4 It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

***[For any contract that includes the provision of internet related services please include the following requirement that the service provider must block access to those Uniform Resource Locators (URLs) specified on the Internet Watch Foundation's list of web pages that depict child sex abuse]***

## 7 Child Sex Abuse

- 8.1 *The Internet Watch Foundation (IWF) was established in 1996 by the UK internet industry to provide the UK internet Hotline for public and IT professionals to report potentially illegal online content and to be the 'notice and take-down' body for this content. IWF works in partnership with the online industry, law enforcement, Government, the education sector, charities, international partners and the public to minimise the availability of this content, specifically, child sexual abuse content hosted anywhere in the world.*
- 8.2 *Access to the IWF URL list is available to ISPs, mobile operators, search providers and filtering companies only. All organisations that require access must sign a licence which sets out how the data can be used.*
- 8.3 *It is a contract conditions that the successful supplier must block access to those Uniform Resource Locators (URLs) specified on the IWF's list.*

DOCUMENT 3

LIST OF ATTACHMENTS

- 1      **STANDARD CONTRACT OF CONDITIONS FOR PURCHASE**
- 2      ***Personnel Security Standard Checks*** [see end of this document. Only include this if personnel supplied under the contract need unsupervised access to the School's assets including but not limited to premises, IT equipment and classified information].

[List any other attachments, for example, prospectus, information pack]



**DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER**

## Declarations

- 1 ..... (Name of tenderer) declares that we accept the School'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 (*insert a date*) and that we are not entitled to claim from the School any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer .....

**Undertaking**

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

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

OFFICIAL : COMMERCIAL

Attachment 1

Terms and Conditions

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

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

**Parties**

1) ***\*\*\*Insert the name and address of the School\*\*\**** ("the School");  
and

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

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

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

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

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

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

**Recitals**

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

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

**1 Interpretation**

**1.1** In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"the Contract Manager"	<b><i>***name and full address of the School's Contract manager***</i></b>
"the Contractors Contract Manager"	<b><i>*** name of the Contractors Contract Manager***</i></b>
"Confidential Information"	means all information which has been designated

## OFFICIAL : COMMERCIAL

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

"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the School;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"School's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the School, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"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,

## OFFICIAL : COMMERCIAL

issued or made available to the Contractor by the School in connection with the Contract.

"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

**1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

## **2 Commencement and Continuation**

The Contractor shall commence the Services on **\*\*\*enter start date\*\*\*** and, subject to Clause 10.1 shall complete the Services on or before **\*\*\*enter end date\*\*\***

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

This Contract shall be deemed to have been effective from **\*\*\*enter same start date as above\*\*\***.

## **3 Contractor's Obligations**

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

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

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

## **4 School's Obligations**

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

## OFFICIAL : COMMERCIAL

the School.

### **5 Changes to the School's Requirements**

- 5.1** The School shall notify the Contractor of any material change to the School's requirement under this Contract.
- 5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the School provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

### **6 Management**

- 6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

### **7 Contractor's Employees and Sub-Contractors**

- 7.1** **[Optional clause aimed to ensure SMEs are paid within a reasonable timescale ]**  
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 School if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on School premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 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 School's reasonable security requirements as required from time to time.

### **8 Copyright**

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

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to

## OFFICIAL : COMMERCIAL

and shall vest in the School absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

### **9 Warranty and Indemnity**

- 9.1** The Contractor warrants to the School that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the School to expect in all the circumstances. The School will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the School shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the School; or
- 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3** The Contractor shall be liable for and shall indemnify the School in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the School or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the School against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the School's premises shall be there at the risk of the Contractor and the School shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the School, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

### **10 Termination**

- 10.1** This Contract may be terminated by either party giving to the other party at least **\*\*\*enter notice period e.g. 7days, 30 days. 3 months etc.\*\*\*** notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a

## OFFICIAL : COMMERCIAL

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

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

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

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

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

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

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

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

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

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

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

**10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil 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 School in or pursuant to this Contract.

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

## OFFICIAL : COMMERCIAL

force or continue in force upon termination of this Contract.

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

- 10.4.1** in England and Wales, a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or he or she makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors; or
- 10.4.2** in Scotland, if the Contractor becomes apparently insolvent within the meaning of Section 7 of the Bankruptcy (Scotland) act 1985; or
- 10.4.3** where the Contractor is a firm or a number of persons acting together in any capacity (including as trustees), any event referred to in Sub-Clauses 10.4.1 or 10.4.2 occurs in respect of any partner in the firm or any of those persons (including any trustees);
- 10.4.4** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;
- 10.4.5** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.6** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 10.4.7** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
- 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the School in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11 Status of Contractor**

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the School.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the School.

## **12 Confidentiality**

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
  - 12.1.1** treat the other party's Confidential Information as confidential and safeguard it



**OFFICIAL : COMMERCIAL**

accordingly; and

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

**12.2** Clause 12 shall not apply to the extent that:

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

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

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

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

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

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

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

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

The Contractor shall ensure that their employees, servants or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract. **\*\*\*OR\*\*\*** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.]

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

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

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

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

**12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal

## **OFFICIAL : COMMERCIAL**

business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

### **13 Freedom of Information**

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

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

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

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

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

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

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

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

13.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

### **14 Access and Information**

## **OFFICIAL : COMMERCIAL**

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

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

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

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

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

### **16 Amendment and variation**

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

### **17 Assignment and Sub-contracting**

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

### **18 The Contract (Rights of Third Parties) Act 1999**

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

### **19 Waiver**

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

### **20 Notices**

## OFFICIAL : COMMERCIAL

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

### **21 Dispute resolution**

- 21.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 21.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

### **22 Discrimination**

- 22.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 22.2** The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

### **23 Law and Jurisdiction**

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

As witness the hands of the parties

### **24 Exit Plan – example contract clauses [include if required]**

To note: Depending on the contract, for example an ICT or facilities management service, catering and MIS contract, it is good practice to include an exit strategy to prevent ambiguity, disruption and additional cost in case the contract needs to be terminated early or when it reaches completion. Below is an example of an exit plan.

- 24.1** *As part of the life cycle of the contract an exit plan ("the Exit Plan") will be prepared to allow the smooth closure (or transfer) of the contracted activities (see Schedule 3).*
- 24.2** *The School and the contractor shall jointly agree a plan for communicating with all partners, the School's and the contractor's employees during any exit period as a part of the Exit Plan. The Plan shall set out the most effective vehicles for such communications and the assignment of responsibility to the party best placed to manage such communications.*
- 24.3** *Arrangements for communication with the School and the contractor's partners and*

**OFFICIAL : COMMERCIAL**

*employees shall be made so as to avoid any detrimental impact upon the parties' respective business as a result of undertaking any transfer contemplated by the Exit Plan.*

**24.4** *The parties to the contract shall share the responsibility for release of information in connection with the Exit Plan.*

**OFFICIAL : COMMERCIAL**

Authorised to sign for and on  
behalf of the School

Authorised to sign for and on  
behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

**OFFICIAL : COMMERCIAL**

**Schedule 1: Information about the request /specification to explain why it is important and how it links with school priorities. *See example headings below.***

**Background**

**Aim**

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

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

[Schedule of work ]

**Key Performance Indicators**

**Data Security Plan**

**Contractor Responsibilities**

**Delivery Methodology**

[Aim for an outcome based specification but you may want to highlight any mandatory delivery requirements.]

**Risk Management**

**Contingencies**

End of schedule 1

**Schedule 2 Eligible expenditure see example below**

\*\*\**Example Table*\*\*\*

\*\*\*'VAT will be payable at the prevailing rate' or 'the above prices are inclusive of VAT' ~~delete~~  
as appropriate\*\*\*

\*\*\*end of example\*\*\*

- 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 School 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 School 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 School's resources in the performance of this Contract.

\*\*\*Choose the appropriate Clause 4 below dependent on the length and size of the contact.\*\*\*

- 4 One invoice shall be prepared by the Contractor on completion of the Service and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the School within the terms of another contract.
- 4 Invoices shall be prepared by the Contractor <sup>\*\*\*</sup>either state a period of time (e.g. monthly) or insert the term 'on the invoice dates specified in the Table' <sup>\*\*\*</sup> in arrears and shall be detailed against the expenditure headings set out in the Table. The



## OFFICIAL : COMMERCIAL

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 School within the terms of another contract.

\*\*\*Choose the appropriate Clause 5 for when you are making either a single payment or several payments\*\*\*

- 5 The invoice shall be sent, within 30 days of the end of the Contract to *[insert name and address]*, quoting the Contract reference number. The School undertakes to pay correctly submitted invoices within 30 days of receipt. The School shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.
- 5 Invoices shall be sent, within \*\*\*enter period of time (e.g. within 30 days)\*\*\* of the end of the relevant \*\*\*enter period (e.g. month)\*\*\* to *[insert name and address]*, quoting the Contract reference number. The School undertakes to pay correctly submitted invoices within 30 days of receipt. The School 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 School's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the School shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the School's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 7 If this Contract is terminated by the School due to the Contractor's insolvency or default at any time before completion of the Service, the School shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

\*\*\*Use the following Clauses 8 and 9 when you are making a single payment\*\*\*

- 8 The School shall not be obliged to pay the invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 9 It shall be the responsibility of the Contractor to ensure that the invoice covers all outstanding expenditure for which reimbursement may be claimed. On payment of the invoice by the School all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the School shall have no further liability to make reimbursement of any kind.

\*\*\*Use the following Clauses 8, 9 and 10 when you are making several payments\*\*\*

- 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 School 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.

**OFFICIAL : COMMERCIAL**

- 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 School all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the School shall have no further liability to make reimbursement of any kind.

**End of Schedule 2**

## **OFFICIAL : COMMERCIAL**

### **Schedule 3 Exit Plan (if applicable)**

#### **Introduction**

1. It is in the interests of both parties to a contract to have a clearly defined exit strategy – it removes uncertainty, reduces risk and helps develop a strong relationship. Uncertainty over the exit roles and responsibilities, scope, cost and duration make it difficult to achieve a smooth exit that provides value for money for the school and risk reduction for the both the school and the supplier.
2. The Exit Plan should be reviewed periodically during the contract and it will probably evolve, making changes necessary as the contract progresses and begins to near its completion.

#### **The objective of the Exit Plan is to ensure:**

- An orderly and smooth termination of the contracted activities leading to the completion of the contract and its outcomes at the expiry of the contract or if in exceptional circumstances, where the contract is terminated immediately or early.
- A plan for communicating with all partners and employees during the exit period, in ways that avoid any detrimental impact on respective business resulting from the termination.

#### **Key requirements are:**

- That the responsibilities of both parties to the contract are clearly defined in the event of expiry or termination and the Plan should be known and understood by all delivery partners
- The Plan should identify what action will be taken by all parties in the case of an immediate or early termination of the contract and actions to be taken as the contract reaches its normal completion date. It should confirm what is owned by whom at the end of the contract/termination e.g. data, IPR, assets. It should also identify:
  - o what information will be provided by the contractor, when and under what circumstances to allow effective due diligence, if appropriate
  - o What access to procedures, systems and people will be allowed by the contractor to the school and when and how.
  - o What active support will be provided by the contractor to support the cessation of the contract?
  - o How long the transition period/support requirement will take.
  - o Who pays for what, when and how?

#### **Documentation and Access**

- The contractor shall provide the school on request with information and documentation reasonably necessary to assist with the cessation of the contract. The contractor shall co-operate with all reasonable requests made by the school relating to the contract activities.

**OFFICIAL : COMMERCIAL**

- The Exit Plan should include key activities and decision to be taken for three scenarios: immediate exit, early exit and completion of the contract.

## **Schedule 4**

### **Personnel Security Standard Checks**

The School 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 School on request.

The Departmental process for verifying an identity 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 School 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.

## OFFICIAL : COMMERCIAL

### Nationality and Immigration Status [If applicable]

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 School on request.

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, School 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:

## **OFFICIAL : COMMERCIAL**

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 School should obtain a DBS check on behalf of their employee and should provide a copy for the School as it may be required to obtain a security pass to enter Departmental premises.

Sole traders must make a self declaration of any unspent convictions. The School 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.
- .

**Example scoring system for Award Stage****Annex 1****Evaluation scoring matrix**

The following is an example of the type of scoring matrix that could be used for bids in the Award Stage.

**0-5 scoring system:**

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

**Example scoring and weighting grid**

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



OFFICIAL : COMMERCIAL

Scoring Grid example

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Requirement			
	<p>Bidders should describe their approach to the requirement stated in the specification. They should include:</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• Response (maximum of xxx words):</li> </ul>	15		
Ref	Delivery [and Pilot Testing]			
		10		
Ref	Education			
		10		
Ref	Communication			
		10		
Ref	Health and safety including safeguarding arrangements			
		10		
Ref	Value for money			
	Explain how the school determines value for money	15		
Ref	Costs			
	Ask for a cost breakdown (include a table of costs in the ITT that bidders complete).	10		

OFFICIAL : COMMERCIAL

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

<b>Requirement Heading [examples only]</b>	<b>Example Maximum Weighted Score</b>
Requirement	75 (5 x15)
Project Delivery [and Pilot Testing }	50
Education	50
Communication	50
Health and Safety/ Safeguarding	50
Value for money	75
Costs	10
-----	
-----	
Maximum Total	360