



Cleaning Contract

Invitation and Instructions to Tenderers

Kibworth Mead Academy

Smeeton Road

Kibworth

Leicester

LE8 0LG

Tender@tmet.uk

May 2022

Contents

1. INTRODUCTION
2. BACKGROUND & REQUIREMENTS
3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER
4. PROCUREMENT TIMETABLE
- 4.1 TENDER DOCUMENTATION AND ACCOMPANYING INFORMATION
5. SUBMISSION OF TENDER DOCUMENTATION
6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION
7. CRITERIA FOR EVALUATION AND CONTRACT AWARD
8. ACTION ON ACCEPTANCE
9. TENDERER'S WARRANTIES
10. STAFFING ISSUES: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS (or "TUPE")
11. TENDER DOCUMENTATION CHECKLIST



Kibworth Mead Academy

Cleaning Contract

Invitation and Instructions for Tenderers

1. INTRODUCTION

- 1.1 Kibworth Mead Academy part of the TMET trust, invites you to submit a Tender for provision of cleaning services on the terms and conditions set out in these Instructions and attached Service Specification.
- 1.2 The words and expressions contained in these Instructions for Tendering have the same meaning that is given to them in the Service Specification.

2. BACKGROUND & REQUIREMENTS

- 2.1 The current cleaning contract is due to expire on 01 August 2022. This contract was for one year.
- 2.2 The service will include, but is not limited to:

Daily/weekly/Termly of all areas of the school, details of which are set out in the Service Specification.

It is expected that the successful tenderer will begin provision of the service(s) on 1st August 2022. This Agreement is for an initial period of 3 years (36 months)

3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

- 3.1 You must ensure that you are familiar with the content of and the extent and nature of your obligations as outlined in the Service Specification and you will be deemed to have done so before submitting a Tender.

- 3.2 You are responsible for obtaining all information necessary for preparing your Tender. All costs, expenses and liabilities incurred in connection with preparing and submitting a Tender and, in the case of acceptance of the Tender by the School, in connection with the execution of the Contract, shall be borne by the Tenderer. Please contact the Estates manager on the above email if you wish to book a slot to visit the school.
- 3.3 You may request any information or raise any query in connection with the Tender Documentation, including the terms and conditions of Contract, by written communication to the Estates Manager received at any time up to **noon on Wednesday 8th June 2022**.
- 3.4 The Estates Manager will respond to all reasonable clarifications as soon as possible
- 3.5 If you have difficulty in complying with any specific provisions of the Tender Documentation you should provide to the Estates manager all information and evidence, concerning such difficulty.
- 3.6 The school may at its discretion consider the difficulty of making such amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Agreement or any rights or powers of the School under the Agreement. No such explanation, information, waiver or amendment shall be binding upon the School unless made in writing and signed by the Chair of Governors. Any such explanation, information, waiver or amendment so provided shall be made available to all other Tenderers.
- 3.7 The School may exclude from consideration any tender which is not submitted in full compliance with the instructions contained in this ITT. The Tender must be clear, concise and complete. The School reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.
- 3.8 All information supplied by the School in connection with this Invitation to Tender must be treated as confidential, except where such information is disclosed for the purposes of obtaining any Bond Undertaking or quotations from proposed sub-contractors and other information required to be submitted with the Tender.
- 3.9 Information supplied by the School (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tender. You must satisfy yourself by your own investigation with regard to the accuracy of any such information and the School accepts no responsibility for any inaccurate information obtained by you.
- 3.10 The fact that you have been invited to tender does not necessarily mean that you have satisfied the School regarding any matters raised on the Standard Selection Questionnaire. As such, the School makes no representation regarding your financial stability, technical competence or ability in any way to carry out the Services.
- 3.11 The Service Agreement will be based on the Service Specification set out in the Tender Pack. The School will not enter into any negotiations whatsoever on the requirements after submission of tenders. It is therefore necessary for you to read the Detailed Specification carefully and to take any advice you need before you formulate your tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Service requirements without further negotiation or amendment. Any tenderer who attempts to negotiate changes to the Service Specification after the latest date for submission of tenders will immediately be eliminated from the competition.
- 3.12 The School reserves the right to:
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.

- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.13 The School will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the School.

4. PROCUREMENT TIMETABLE

The timetable for this Procurement is set out in the table below.

Activity	Date
Issue of Tender	Tuesday 24 th May 2022
Tender return deadline	Noon Tuesday 21 st June 2022
Tender evaluation by	Tuesday 28 th June 2022
Contract award	1 st July 2022
Contract commencement	1 st August 2022

Tenders must be returned electronically to tender@tmet.uk no later than noon, Tuesday 21st June 2022 with the subject line – “PRIVATE AND CONFIDENTIAL – CLEANING TENDER”

TENDER DOCUMENTATION AND ACCOMPANYING INFORMATION

- 4.1 The Tender must be submitted on the Tender Documentation enclosed with this Invitation, which must be completed in black ink or type, and it must be signed:
- where the Tenderer is an individual, by that individual;
 - where the Tenderer is a partnership, by two duly authorised partners;
 - where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 4.2 If the School requests documentary evidence of any authorisation referred to in instruction 4.1(b) and 4.1(c) above, you must produce that immediately.
- 4.3 You must submit the Tender in the manner and by the date and time stated in Instruction 5.1, which shall include:
- the completed and signed Form of Tender,
 - the completed and signed Pricing Schedule, which shall include a breakdown of the calculation of rates and/or prices; and
 - Method Statements, policy and procedure documents, documentary evidence, as outlined in the following table:-

Main Criteria (& Weighting)	Sub-criteria	Evidence	Method Statement
Technical Ability to Deliver the Service (5%)	How you would plan, develop and run the required Service		MS 1
	Management structure and administration, including number and organisation of staff	✓	
	Qualifications, competence and relevant experience of managerial staff	✓	
	Evidence from past and current performance, so that references can be obtained	✓	
Quality and Operational Competence (10%)	What planning and delivery mechanisms you have in place		MS 2
	Evidence of an internal or externally accredited Quality Management System	✓	
	Procedures to ensure that only appropriately qualified and competent staff are employed	✓	
	Procedures for staff performance monitoring including induction, training, and development	✓	
	Procedures for covering staff sickness and other emergencies, to ensure services are not disrupted	✓	
Service Development (5%)	How you would develop service to ensure continuous improvement during the contract		MS 4
	Evidence of an open and innovative approach to service development	✓	
Customer Care (5%)	What specific ways you would ensure that service meets the particular needs of service users		MS 3
	Procedures for staff to ensure Service User is safeguarded, and that staff understand their needs	✓	
	Policy and procedures on staff misconduct, including investigation of allegations of misconduct	✓	
	Policy and procedure on complaints, which must ensure the school's statutory obligations are met	✓	
Equality & Diversity (5%)	How you would implement equal opportunity within the context of the specification		MS 5
	How you would meet the different cultural needs of service users	✓	
	Equal Opportunity policy, including recruitment, anti-discriminatory practice and children's rights	✓	
Health & Safety(5%)	What measures you would take to ensure safety of both staff providing services and service users		MS 6

	Evidence of carrying out of risk assessments, including worked examples	✓	
	Health and Safety policy and procedures, including First Aid, Emergency and Fire procedures	✓	
Environment & Sustainability (5%)	Policy and procedures, including any assessments of environmental impacts within service provision	✓	MS7

5. SUBMISSION OF TENDER DOCUMENTATION

- 5.1 You must submit all submission documents by email to tender@tmet.uk for receipt by no later than noon on **Friday 10th June 2022** or such later date as the School notifies to Tenderers.
- 5.2 Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the School.
- 5.3 Your Tender must remain valid and open for acceptance by the School six (6) calendar months after the date specified for the return of Tenders or such longer period as may be agreed with the School.

6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION

- 6.1 Your Tender Submission may be rejected or not considered if you:
- (a) fail to Tender to provide all of the Services required; or
 - (b) in any respect, do not comply with the requirements of the Tender Documentation and these Instructions for Tendering; or
 - (c) make any significant omissions from the Tender Documentation; or
 - (e) fix or adjust the prices, charges and rates shown in your Tender Submission:
 - (i) by or in connection with any agreement or arrangement with any other person; or
 - (ii) by reference to any other Tender Submission; or
 - (f) communicate to any person other than the School the amount or approximate amount of the prices, charges and rates shown in your Tender Documentation; or
 - (g) enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Tender Submission; or
 - (h) offer or agree to pay or give or do pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender Submission any act or omission; or
 - (i) in connection with your Tender or the award of the Contract commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972; or
 - (j) have directly or indirectly canvassed any member or official of the School concerning the acceptance of any Tender Submission or who have directly or indirectly obtained or

attempted to obtain information from any such member or official concerning any other Tender or Tender Documentation submitted by any other Tenderer; or

- (k) fail to use the English language;
- (l) have breached the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and not taken steps to ensure that any blacklisting does not reoccur;

provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the School in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

- 6.2 Any breach of the terms stipulated in Instructions 6.1(e) to (l) will entitle the School to terminate at any time any existing or subsequent Contract(s) entered into between that Tenderer and the School.
- 6.3 The School will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the School.

7. EVALUATION PROCESS

7.1 The School is not bound to accept the lowest or any Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Tender Submission.

7.2 The School will evaluate Tender Submissions on the basis of the most economically advantageous tender, assessed on the following weighted scores:

- (a) Financial detail including price 60%
- (b) Technical ability 5%
- (c) Quality and Operational Competence 10%
- (d) Customer Care 5%
- (e) Continuous improvement 5%
- (f) Equality and Diversity 5%
- (g) Health and Safety 5%
- (g) Environment and Sustainability 5%

7.3 Scoring of the tender bids received will be on the following basis:

0	Failed to address the question/issue.
1	An unfavourable response/answer/solution. There is limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Less than acceptable. The response/answer/solution/information lacks convincing evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence has been given of skill/experience sought.

4	Above acceptable – response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required or relevant experience of comparable service or supply.
5	Excellent – response/answer/solution provides real confidence based on experience of the service or supply provision required. Response indicates that the supplier will add real value to the organisation with excellent skills and a deep understanding of the service or supply requested.

The School will evaluate price as follows – the Tenderer with the lowest submitted price will receive the maximum price score of 60%. Prices of other Tenderers will be scored as follows – (Lowest submitted total price/Tenderer’s submitted total price) x 60%.

Quality is weighted at a total of 40% and will be assessed on the responses contained in the method statements and additional evidence supplied. These will be scored using the table set out at 7.3.

- 7.4 The School reserves the right to enter seek clarifications with Tenderers concerning any aspects arising from this invitation to tender after the submission of the Tenders. Such clarifications may include, (but are not limited to), the level and application of the rates, prices and financial arrangements contained within any Tender.
- 7.5 You may be required to give a demonstration of your competence to carry out the specified Services at a time and venue to be agreed. Such a demonstration shall be conducted by the person you propose to nominate as the Contractor’s Representative if your Tender is successful.
- 7.6 You should include within your rates all appropriate costs, expense and disbursements (exclusive of VAT); the cost for complying with the Agreement, general obligations to the requirements of the Specifications and all other items of work necessary to provide the Service to the reasonable satisfaction of the Authorised Officer, together with all liabilities and obligations, whether expressed or implied, incurred by or incumbent upon you pursuant to the Agreement; and to any works required being undertaken safely, and in compliance with all Statutory provisions and other rules or regulations relating to the Contract, including the Health and Safety at Work etc. Act 1974 and any subsequent safety legislation.
- 7.7 You should be aware of all relevant legislation, Home Office and other guidance circulars. In particular, you may be required to ensure that the staff appointed are suitable with due regard to the Rehabilitation of Offenders Act 1974, from which staff would be exempt by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975. Also that all staff have Enhanced Disclosure and Barring Checks (DBS) in place. The School may require all employees so engaged to accept vetting by the school before any Contract can be awarded.

8. ACTION ON ACCEPTANCE

- 8.1 The matters identified in Instruction 4.3 as ‘Method Statements’ shall have the status of Provisional Method Statements until their subsequent incorporation in to the Terms and Conditions of the Contract between the Service Provider and the School.
- 8.2 The Authorised Officer shall notify the successful Tenderer of areas in the Provisional Method Statements that they view as requiring further consideration before they are incorporated in to the Terms and Conditions of the Contract.

- 8.3 You must not make any amendments to the Provisional Method Statements that are agreed between you and the School. Once the Authorised Officer is satisfied with their content, the Provisional Method Statements will be incorporated in to the Contract.
- 8.4 On written acceptance of the Tender Submission by the School, you will execute the Contract in the form enclosed with this Invitation.
- 8.5 If you fail to comply with any of the warranties given in your Tender Submission, the School may (without prejudice to any other right or remedy available to it) terminate the Contract by notice to you having immediate effect.
- 8.6 The contract period will commence on the Contract Date, being the date on which the School notifies the successful Tenderer in writing of the acceptance by the School of the Tenderer's Tender Submission and until the successful Tenderer executes the Contract in accordance with the School's requirements, the terms of the Contract shall be binding from the Contract Date.
- 8.7 Where applicable, the School will publish a Contract Award Notice in the Official Journal of the European Union (OJEU).

9. TENDERER'S WARRANTIES

- 9.1 In submitting your Tender, you warrant, represent and undertake to the School that:
- (a) you are willing to carry out the contract in accordance with this Invitation and the offer set out in the Tender Submission;
 - (b) you have not done any of the acts or matters referred to in Instruction 6 above and have complied in all respects with these Instructions for Tendering;
 - (c) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the School by you, your employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects;
 - (d) you have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the Tender and that you have not submitted the Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) that may have been made by or on behalf of the School;
 - (e) you have satisfied yourself as to the correctness and sufficiency of the information you have inserted in the Pricing Document;
 - (f) you have full power and authority to enter into the Contract and provide the Services;
 - (g) you are of sound financial standing and have and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to you to provide the Service in accordance with the Contract;
 - (h) you have obtained all necessary consents, licences and permissions to enable you to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable you to continue to do so; and
 - (i) you will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the School and that is for the time being in your possession, for the purposes of this Contract.

10. STAFFING ISSUES: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS (or “TUPE”)

- 10.1 The service is currently provided by ICP Cleaning Services & supplies Ltd. TUPE information will be provided to tenders upon request to the advertised email address.
- 10.2 The School understands that as an external Tenderer will be awarded this contract then the terms of the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (together “TUPE”) are likely to apply. If they are considered to be applicable then you should take into account, inter alia, the following requirements of the Directive:
 - (a) The need to consult with a recognised trade union;
 - (b) The need to maintain existing rates of pay and conditions of employment of employees; and
 - (c) The need for the successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to employees of the current Provider who transfer to the successful Tenderer.
- 10.3 You are advised to seek independent professional advice on the effect of TUPE on your company should you be a successful Tenderer.
- 10.4 The School’s final view of the applicability of the Regulations will, however, depend ultimately on the consideration of any proposals submitted by Tenderers with their Tender Submission and recognises that such proposals may contain different TUPE implications. You are asked to indicate, when submitting Tenders, whether your rates and prices are based on TUPE applying or not.
- 10.5 In accordance with government advice, where a bid is submitted on the basis that TUPE would apply, the School will need to be satisfied that a Tenderer is proposing to offer pension arrangements which are broadly comparable to those currently available to the staff.
- 10.6 Consequently, Tenderers who are tendering on a TUPE basis will be required:
 - (a) to include such proposals as part of its Tender; and
 - (b) where it is unable to provide benefits broadly comparable, to propose other changes so that the remuneration package being offered to transferring employees compensates for the absence of such provision.
- 10.7 The School will reject TUPE-based tenders where no such proposals are provided by the Tenderer for inclusion with their Tender Submission.

11. TENDER DOCUMENTATION ENCLOSED

11.1 The following table shows the Tender Documentation enclosed with this invitation, and the documents that you are required to return as the Tender Submission:

Document Description	Attached	To be returned
Service Specification	YES	
TUPE information	Available upon request	

Standard Selection Questionnaire	YES	YES
Site Plans	YES	
Pricing Schedule	YES	YES
Method Statements		YES