



Invitation to Tender

Cleaning Services

Issue Date:	09/12/2021	ITT Created by:	The Beckmead Trust
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INVITATION TO TENDER FOR CLEANING SERVICES

Service discipline	Scope
	<p>The Beckmead Trust is currently out to tender for the provision of a daily cleaning service at 8 of our sites, some of which are in Croydon, one site in Harlow, Essex and one site in Hailsham. By 2023 we will have a further two schools one located in Essex and one located in Barnes.</p> <p>The contract will be term time only and include a breakdown of periodic cleaning and associated costs. The exception of on site in Croydon (Monks Orchard Rd, BR3 3BZ) which will require 1 cleaner for 2 hours per day during the school holidays periods except Christmas. During the pandemic additional cleaning may be required.</p> <p>The contract is being offered for a period of 3 years, with an annual review and a break clause for either party.</p> <p>Contractor to provide cleaning consumables, The Beckmead Trust will provide the black bags, bin liners, hand towels, toilet rolls and waste bags only.</p> <p>Tharreo House Cleaning Mon - Fri daily. Term Time only Location: Salcot Crescent, New Addington, Croydon CR0 0JJ</p> <p>Beckmead College Cleaning Mon - Fri daily. Term Time only. Floor Scrubber machine required Location: Tennison Road, South Norwood SE25 5RR</p> <p>Beckmead School & CBU Cleaning Mon - Fri daily. Term Time only with 1 cleaner for 2 hours each day during school holidays if full office time staff working on site. Location: Monks Orchard Rd, Beckenham BR3 3BZ</p> <p>Bramley Bank Cleaning Mon - Fri daily. Term Time only. Location: 170 Sanderstead Rd, South Croydon CR2 0LY</p> <p>Chaffinch Brook Cleaning Mon - Fri daily Term Time Only Location: 32 Morland Road, Croydon, CR0 6NA</p> <p>Alverston Gardens (Community Learning Centre) Cleaning Mon-Fri daily. Term Time only. Location: Alverston Gardens, South Norwood, London SE25 6LR</p> <p>Ropemakers' Academy Cleaning Mon-Fri daily. Term Time only. Location: Reef Way, Hailsham, East Sussex, BN27 1FB</p> <p>Beckmead Moundwood Academy</p>

	<p>Cleaning Mon-Fri daily. Term Time only. Location: Commonside Rd, Harlow, Essex CM18 7EZ</p>	
About Us	<p>The Trust currently has approximately 500 pupils and employs 260 staff including teaching and non-teaching staff across primary, secondary and alternative special educational settings along with a central Trust team. During the course of this year we anticipate the pupil and staff numbers may increase dependent on the completion of conversion and building projects.</p> <p>The Beckmead Trust believes that every young person has the right to the best possible education and a chance to succeed. We are stronger through a sense of community and social justice, and our family of schools all maintain this as the foundation of their provision.</p> <p>Our schools deliver practice models that not only tailor education to students, but also involve parents, carers and agencies, forming a network of support for all of our young people. Working with children with special educational needs, our team of highly-skilled and caring staff members deliver excellent pedagogy and a vibrant curriculum that helps young people to thrive, empowering them to aspire towards opportunities in their future, leading to successful and fulfilled lives.</p>	
Tender objectives	Section	Key tender dates
The objective of this tender is to find the best cleaning service solution whilst delivering value for money, innovation, and embracing the partnership approach.	Invitation to tender advertisement date	Thursday 9th December
	Clarifications stage	Thursday 9th December - Wednesday 15th December at 4pm
	Submission deadline for receipt of bids	Wednesday 5th January at 9am
	Shortlisting	Tuesday 11th January
	Supplier clarification interviews/presentations at TBT offices	Wednesday 19th January 2022 Start Time 10am
	Inform bidders of award	Tuesday 25th January
	Standstill period ends	Friday 4th February
	Start date of contact	Monday 4th April

Contact Details	
Name:	Lauren Quinn
Title:	Director of Strategic Projects and Communications
Email:	lquinn12@beckmeadtrust.org
Telephone:	020 3772 8805

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:

lquinn12@beckmeadtrust.org

020 3772 8805

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 three years, with an annual review and a three month break clause for either party.

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. Please send your response electronically to lquinn12@beckmeadtrust.org The Trust will send confirmation of receipt of your bid email. Tenders must be delivered by Wednesday 5th January at 9am

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 no later than the appointed time.

Acceptance of Tenders

6. 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.

Inducements

7. 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

Confidentiality of Tender

8. Please note the following requirements, you must not:
 - a. Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
 - b. Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
 - c. 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 Trust 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. 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 the award criteria set out in Annex 1.

Freedom of Information

13. 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.

Timetable

14. 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
Invitation to tender advertisement date	Thursday 9th December
Clarifications stage	Thursday 9th December - Wednesday 15th December at 4pm
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Questions

For the attention of: Lauren Quinn

Email: lquinn12@beckmeadtrust.org

If you have any questions relating to this ITT, please complete and email this form to the PM.

Company Name:		Telephone:	
Contact Name:		Email:	
Title:		Date:	

Number	Question
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Format of Bids

15. Tenderers should present their proposals in the following format:

- a. Section 1 - Table of Contents
- b. Section 2 - Management
- c. Section 3 - Meeting the specification summary
- d. Section 4 - Cost and charging arrangements
- e. Section 5 - Declarations, undertakings and attachments

Conclusion

16. 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

SPECIFICATION OF REQUIREMENTS

The Provider shall tender for the provision of the following services to the Trust and academies at the appropriate level within the SLA:

Service To be Provided	Specification
Sites	<p>Tharreo House Cleaning Mon: - Fri daily Hours: 3pm - 5pm No of cleaners: 2 Location: Salcot Crescent, New Addington, Croydon CR0 0JJ</p> <p>Beckmead College Cleaning Mon - Fri daily & scrubber machine rental Hours: 5 including a supervisor No of cleaners: 3.00pm - 5.00pm Location: Tennison Road, South Norwood SE25 5RR</p> <p>Beckmead School & CBU Cleaning Mon - Fri daily. Reduced schedule for holiday periods (except Christmas) 2 hrs per day Hours: 3.00pm - 5.00pm No of cleaners: 6 including a supervisor Location: Monks Orchard Rd, Beckenham BR3 3BZ</p> <p>Bramley Bank Cleaning Mon - Fri daily. Term Time only Hours: 2.30pm-5.00pm No of cleaners: 2 including 1 permanent member of staff. It is expected the contract will cover all posts in the event of a vacancy Location: 170 Sanderstead Rd, South Croydon CR2 0LY</p> <p>Chaffinch Brook Cleaning Mon - Fri daily. Term Time only Hours: 2.30pm-5.00pm No of cleaners: 2 including 1 permanent member of staff. It is expected the contract will cover all posts in the event of a vacancy Location: 32 Morland Road, Croydon, CR0 6NA</p> <p>Alverstn Gardens (Community Learning Team) Cleaning Mon-Fri daily. Term Time only Hours:2.30pm - 5.00pm</p>

	<p>No of Cleaners : 1 permanent member of staff. It is expected the contract will cover all posts in the event of a vacancy. (Review needed to consider 2 posts)</p> <p>Ropemakers' Academy Cleaning Mon-Fri daily. Term Time only. Hours: TBC Location: Reef Way, Hailsham, East Sussex, BN27 1FB</p> <p>Beckmead Moundwood Academy Cleaning Mon-Fri daily. Term Time only. Hours: TBC Location: Commonsides Rd, Harlow, Essex CM18 7EZ</p>
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Key - D = Daily DC = Deep Clean W = Weekly

Deep clean duties in addition to daily weekly tasks

Regularity	Area	Cleaning Requirements
D	Classrooms	<ul style="list-style-type: none"> Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic, food Clean sink & draining board in kitchen area, descaling where necessary Damp wipe outside of bins when necessary Damp wipe & sanitise tables and chairs Damp wipe available available bookcase and cupboard ledges Damp wipe ledes, skirting, radiators and window ledges Sanitise high traffic touch points & surfaces ie desk, handles Spot clean walls Dry dust ICT equipment Vacuum carpets and soft furniture
DC	Deep Clean	<ul style="list-style-type: none"> Vacuum, mop and disinfect hard floors Spot clean carpet /sofa marks Clean sinks/draining boards Cobweb removal Clean/polish vision panel in door As above including Vacuum and clean all furniture and walls as agreed Wipe/vacuum windows, light fittings, blinds/curtains Shampoo carpets & fabric sofa's & chairs Wet wipe light fittings and high ledges Damp wipe ledges, skirting, radiators and window ledges

<p>D</p> <p>DC</p>	<p>Hall/Gym/communal areas</p> <p>Deep clean</p>	<ul style="list-style-type: none"> • Vacuum, mop and disinfect hard floors • Polish floors as required • Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic, food • Damp wipe door handles /doors and frames • Damp wipe ledges, skirting, radiators, and window ledges • Cobweb removal • Clean/polish vision panels in doors As above including • Walls and equipment as agree • Damp wipe ledges, skirting, radiators and window ledges • Wet wipe light fittings and accessible higher ledges • Wet wipe doors and frames
<p>D</p> <p>DC</p>	<p>Art/Science Rooms</p> <p>Deep clean</p>	<ul style="list-style-type: none"> • Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic, food • Damp wipe handles/doors and frames • Damp wipe outside of bins when necessary • Damp wipe & sanitise tables and chairs • Damp wipe available available bookcase and cupboard ledges • Damp wipe ledges, skirting, radiators and window ledges • Sanitise high traffic touch points & surfaces ie desk, handles • Spot clean walls • Clean sink & draining board in kitchen area, descaling where necessary • Dry dust ICT equipment • Vacuum carpets and soft furniture • Vacuum, mop and disinfect hard floors • Spot clean carpet /sofa marks • Clean sinks & draining boards • Cobweb removal • Clean/polish vision panels in doors As above including • Vacuum and clean all furniture and walls as agreed • Wipe/vacuum windows, light fittings, blinds/curtains • Shampoo carpets & fabric sofa's & chair
<p>D</p>	<p>Offices</p>	<ul style="list-style-type: none"> • Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic, food • Damp wipe handles/doors and frames

<p>D</p> <p>Toilets & cloakrooms</p> <p>DC</p>	<p>Toilets & cloakrooms</p> <p>Deep clean</p>	<ul style="list-style-type: none"> • Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic and medical bins • Damp wipe outside of bins when necessary • Sanitise tops/sides of femine hygiene bins • Damp wipe ledges, skirting, radiators and window ledges • Sanitise high traffic touch points & surfaces ie taps, handles • Spot clean walls, partitions and doors • Vacuum, mop and disinfect hard floors • Disinfect toilet bowls & urinals - inside and out • Clean, sanitise both sides of toilet seat • Clean /sanitise/polish hand basins, fittings soap dispensers • Damp wipe outside of hand dryers as required • Cobweb removal <p>As above plus</p> <ul style="list-style-type: none"> • Vacuum and clean all furniture and walls as agreed • Wipe/vacuum windows, light fittings, blinds/curtains • Wash all walls, doors, frames and partitions as agreed • Wet wipe light fittings and high ledges • Damp wipe ledges, skirting, radiators and window ledges
<p>D</p> <p>Corridors and stairways</p> <p>DC</p>	<p>Corridors and stairways</p> <p>Deep cleaning</p>	<ul style="list-style-type: none"> • Vacuum, wash and disinfect hard floors • Vacuum carpets • Sanitise handrails & high traffic touch points ie handles, finger plates • Dust/polish ledges and other fixtures ie fire extinguishers • Spot clean walls • Remove cobwebs <p>Clean & polish vision panels in connecting doors</p> <p>As above plus</p> <ul style="list-style-type: none"> • Dust/polish bannisters, railings and skirtings • Shampoo carpets • Wet wipe surfaces and ledges
<p>D</p> <p>Entrance/ Reception & linked waiting areas</p> <p>DC</p>	<p>Entrance/ Reception & linked waiting areas</p>	<ul style="list-style-type: none"> • Vacuum and wash hard floor • Vacuum carpets • Clean /shake/h Hoover mats • Clear and hoover mat wells • Sanitise touch points ie handles & surfaces • Dust /polish ledges, surfaces • Spot clean walls and windows • Wash walls • Spot clean carpet and fabric sofas as required • Clean /polish vision panels and door panes

	Deep clean	<ul style="list-style-type: none"> • As above • Shampoo carpets & soft furnishing (sofas & chairs) • Wash down walls
D	Lifts	<ul style="list-style-type: none"> • Clean /polish vision panels and door panes • Clean/polish mirrored surfaces • Clean and sanitise handrails, buttons etc and touch points
DC	Deep clean	<p>As above plus</p> <ul style="list-style-type: none"> • Shampoo carpets • Mop and disinfect hard floor
D	Food Tech Rooms & Linked Utility Rooms	<p>For food safety staff are expected to clean as they go during the school day. Cleaning team will cover the following</p> <ul style="list-style-type: none"> • Clean /polish vision panels and door panes • Mop and sanitise floors • Clean microwaves & inside and out • Empty waste & recycling bins, replace bags. Remove bags to disposal point ensuring all recyclable material is separated appropriately for relevant bins ie paper, plastic, food • Clean & sanitise sink & draining board in kitchen area, descaling where necessary • Vacuum, mop and disinfect hard floors • Sanitise high traffic touch points & surfaces ie desk, handles • Damp wipe outside of cupboards, ledges, skirtings, and window ledges • Damp wipe tops of surfaces, ledges and pipework • Damp wipe chairs & tables • All surfaces and floors to be left grease free
DC	Deep clean	<p>As above plus</p> <ul style="list-style-type: none"> • Clean inside of fridges and microwaves and cupboards • Wipe blinds, light fittings and high ledges
	Outside bin areas	<p>To prevent pest control issues please ensure all rubbish is put in correct bins not left on top of bins or on the floor. Clean up any spillages immediately. Notify caretaker of any issues immediately</p>
	COVID Cleaning safety	<p>High traffic touchpoints ie handles, finger plates, taps to be and vision panels sanitised daily in all areas</p>

Basis of the Contract

1. Confidentiality

The Provider shall treat all information and discussions as confidential and communicate only with authorised TBT staff. The provisions of the Data Protection Act and General Data Protection Regulation (GDPR)

2. Trust Staffing

Approximately 260 staff of teaching and non-teaching, full and part-time, term-time only, term-time plus and all year round. Please note this may increase to approximately 360 or more members of staff.

3. Commencement of contract

April 2022

4. Duration of contract

Three years with an annual review and three months' notice of early termination by either party

5. References

The Provider is to provide the names, addresses and contact details for three Referees, ideally within multi-academy Trust settings. Provide a breakdown of qualifications and experience of key technical personnel who will be delivering the managed ICT service

6. Achieving Trust Vision and Values

Tender to include a demonstration of how the successful bidder would support the MAT centrally and academies locally, and embrace the Trust's vision and values

7. Timetable for tenders

[See Timetable for Tenders](#)

For further information and/or a confidential discussion please contact

lquinn12@beckmeadtrust.org 020 3772 8805

Example scoring system for Award Stage Evaluation scoring matrix

The following is an example of the type of scoring matrix that may be used for bids in the Award Stage. 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 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 Reservation	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 considered the most economically advantageous tender and the successful bidder (subject to the standstill period).

Scoring Grid example:

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Approach			
	Bidders should describe their approach to the requirement stated in the specification.	20		
Ref	Time, Communication, Speed & Efficiency, Flexibility			
	SLA meets all specification requirements	20		
Ref	Expertise			
	Qualified, appropriately trained staff and monthly visits from management	20		
Ref	Security and Reporting			
	All staff supplied must possess an Enhanced DBS and be fully vetted by the supplier. All staff must sign a confidentiality and code of conduct form	20		
Ref	References			
	Provide two existing client contact details who have agreed to discuss your performance with the Trust and provide reference	20		
Ref	Costs			
	Detailed Cost breakdown of services set out in the requirement	20		

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

Requirement Heading	Maximum Weighted Score
Maximum Total	500

Terms and Conditions

EXAMPLE CONTRACT FOR SERVICES

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

Parties

1)The Beckmead Trust ("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 provide all services in The specification requirements / terms and conditions set out in this Contract. The Trust's reference number for this Contract is TRUST002ICT

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" The Beckmead Trust

"the Contractors 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;

"Contractor Personnel" all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Trust's Confidential Information" all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Trust, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Environmental Information Regulations" the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

"FOIA" the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

"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; "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

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 requirement under this Contract.

5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Trust provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

7.3 The Contractor shall immediately notify the Trust if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

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

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

8 Copyright Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Trust absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

9.1 The Contractor warrants to the Trust that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Trust to expect in all the circumstances. The Trust will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

9.2 Without prejudice to any other remedy, if any part of the Service is not performed in accordance with this Contract then the Trust shall be entitled, where appropriate to:

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

9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

9.3 The Contractor shall be liable for and shall indemnify the Trust in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Trust or otherwise arising out of or in the course of or caused by the provision of the Services.

9.4 The Contractor shall be liable for and shall indemnify the Trust against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.

9.5 All property of the Contractor whilst on the Trust's premises shall be there at the risk of the Contractor and the Trust shall accept no liability for any loss or damage however 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 either party giving to the other party at least 3 months' notice in writing.

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

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

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

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 Status of Contractor 11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Trust.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Trust.

12 Confidentiality

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

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

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent. 12.2 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 Trust's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

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

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

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

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

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

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

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

13 Freedom of Information

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

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

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

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

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

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

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

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

13.5.1 in certain circumstances without consulting the Contractor; or 13.5.2 following consultation with the Contractor and having taken their views into account;

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

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

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

15 Transfer of Responsibility on Expiry or Termination

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

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

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

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

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

18 The Contract (Rights of Third Parties) Act 1999 This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

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

20 Notices

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

21 Dispute resolution

21.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

21.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

21.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

22 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

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 Trust and the contractor shall jointly agree a plan for communicating with all partners, the Trust'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 Trust and the contractor's partners and employees shall be made so as to avoid any detrimental impact upon the parties' respective businesses as a result of undertaking any transfer contemplated by the Exit Plan.

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Authorised to sign for and on behalf of the Trust

Signature

Name in capitals

Position in organisation

Address in full

Date

Authorised to sign for and on behalf of the contractor

Signature

Name in capitals

Position in organisation

Address in full

Date