



INVITATION TO TENDER

Pat Granados' Biodiversity Garden & Amphitheatre

Merchant Taylors' Oxfordshire Academy Trust
Wallingford School
St George's Road
Wallingford
Oxfordshire
OX10 8HH
01491 837115

www.wallingfordschool.com

1 OVERVIEW OF MERCHANT TAYLORS' OXFORDSHIRE ACADEMY TRUST

The contracting authority is Merchant Taylors' Oxfordshire Academy Trust, an exempt charity regulated by the Department for Education and a company limited by guarantee.

The Trust is a Multi Academy Trust currently responsible for Wallingford School, Brightwell cum Sotwell CofE Primary School and Buckinghamshire University Technical College.

The appointed supplier will be expected to deliver the goods and/or provide services to Wallingford School, St George's Road, Wallingford, Oxon, OX10 8HH.

Wallingford School was established in 1659 by endowment of the merchant tailor Walter Bigg, who was born and raised locally and went on to become Lord Mayor of London. The school has maintained links with the Merchant Taylors Company in the City of London continuously since 1659.

The School converted to Academy status in September 2011.

Wallingford School is a comprehensive school, serving the town of Wallingford and the surrounding villages, in Oxfordshire. It had a student roll of 1328. In terms of raw academic outcomes, the school is consistently one of the highest performing schools in Oxfordshire and, in many of the key headline measures; the progress made by students in our school puts us comfortably within the top 5-10% of schools in the whole country in terms of the value we add. Students eligible for the Pupil Premium at Wallingford make excellent progress, often more than other Non-Pupil Premium students do nationally.

The Merchant Taylors' Oxfordshire Academy Trust principal source of funds is the General Annual Grant received from the Education and Skills Funding Agency, which amounts to £8.6m in 2021/22.

2 PROJECT OVERVIEW & SPECIFICATIONS

The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Academy Trust and the procurement process for submitting a tender proposal.

As part of the construction of a new teaching block, the Academy Trust is looking to develop an outdoor area that will contain a biodiversity garden and an amphitheatre. The garden would include a pond, a wildflower meadow and numerous tree saplings which would play home for many different types of wildlife. The area would also include an amphitheatre, grass paths, picnic tables and benches that can be used by the Academy Trust.

Details of the desired specifications for the project can be found at Appendix A.

We are looking to begin the project in November 2022.

Assumptions

We would like a price for all materials and labour required for the project.

If the project is delayed the accepted tender will be able to store materials until it can be taken.

The member of staff responsible for the tender process and future management of the contract is:

Finbarr Bevan

Finance Director

bevanf@wallingfordschool.com

01491 829720

3 ITT TIMETABLE

The contract is being tendered using the one stage Competitive process.

Candidates should note that, as part of the evaluation process bidder(s) may be asked to respond to clarification questions regarding their bid, by email. Candidates must ensure they are able to respond promptly to such requests.

The deadline for tenders to be received is 15th September 2022.

4 INSTRUCTIONS TO TENDERERS

The Merchant Taylors' Oxfordshire Academy Trust issues the Invitation to Tender subject to the following instructions:

Response content

Your response should include:

1. Methodology including details how the main tasks will be delivered and managed
2. Details of the proposed management and delivery team used to undertake the work.
3. Make and model of product(s) to be used
4. Benefits of the best quality furniture, compared to the normal lines.
5. Life expectancy of the product & product warranties

Costs and Expenses

The Trust **will not** be responsible for, or pay for, expenses or losses, which may be incurred by a Tenderer in the preparation of this Tender.

Preparation of Tenders

Tenderers must ensure that they have all the information required for the preparation of their Tender and satisfy them of the correct interpretation of terminology used in these documents. Tenderers must also ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

Validity of Tenders

Tenders must remain valid for acceptance, for a minimum of 3 calendar months from the closing date for the submission of Tenders.

Accuracy of Information

Whilst every effort has been made to ensure the accuracy of the information given in this tender document, the detailed facts and figures contained herein cannot be guaranteed and Tenderers should satisfy themselves as to their accuracy.

VAT

All prices and/or rates submitted shall be exclusive of Value Added Tax (VAT), irrespective of whether or not it may be chargeable and any VAT which is properly chargeable and is supported by an acceptable tax invoice will be paid by the Trust. Zero VAT rated items must be clearly identified.

Alterations

None of these documents may be altered by the Tenderer. Any modification considered necessary by the Tenderer should be detailed in a separate letter accompanying the tender response.

Incomplete Tender

Tenders may not be considered if the complete information called for is not given at the time of tendering. Should an error or omission be discovered in a Tender, it will be at the Trust's discretion as to whether to give the Tenderer the opportunity to amend or validate the Tender. The Tenderer's response, and any subsequent adjustment, must be communicated in writing to the Facilities Manager

Tender Return

The Tender response is required to be submitted via email to wigginsb@wallingfordschool.com, to arrive no later than the closing time/date stated in Section 3, otherwise it may be disqualified.

Treatment of Tender

The acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the Trust and the Tenderer. Nor does the Trust undertake to accept the lowest, or part, or all of any Tender. The Trust, at its sole discretion, reserves the right to accept any Tender(s), or any part, or all of any Tender(s) unless expressly stipulated otherwise in the Tender offer. The Trust is entitled to abandon the procurement process provided that it notifies Tenderers of the reason(s) for doing so.

Prices

The basis of the price shall be inclusive of all costs and exclusive of VAT.

Acceptance

The Trust will notify acceptance of the Tender(s) to the successful Tenderer(s) as soon as it is reasonably practicable, and to the best of its ability in accordance with the published timetable.

Initial Evaluation

Personnel authorised by the Trust will open the Tenders. All Tenders will be verified to ensure that all the information requested has been provided and that the Tender complies with the Invitation to Tender document. Clarification may be requested by the Trust upon any aspects of the Tender from prospective suppliers at this stage.

Clarification of Tender Requirements

If you require further information or clarification of any points detailed in the Tender documentation, either technical or administrative, please contact:

Ben Wiggins

Facilities Manager

wigginsb@wallingfordschool.com

Warnings and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Trust, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Sections) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Trust.

All suppliers should note that any quantities or volumes contained in this ITT are for indicative purposes only, and any future quantities or volumes may vary from those stated.

If a Tenderer proposes to enter into a contract with the Trust, it must carry out its own due diligence enquiries and rely only:

- on its own enquiries and judgment in relation to this procurement, including the preparation of its Tender; and
- on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Trust (or any other person) to enter into a contractual arrangement.

All suppliers are recommended to seek their own financial and legal advice.

Tenderer Conduct

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

- (a) devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- (b) enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- (c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- (d) canvass the Trust or any employees or agents of the Trust in relation to this procurement; or
- (e) attempt to obtain information from any of the employees or agents of the Trust or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and the Trust and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Trust.

Trust's Rights

The Trust reserves the right to:

- (a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Trust;
- (b) seek clarification or documents in respect of a Tenderer's submission;
- (c) disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- (d) disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of the Trust concerning the award of the Contract will be disqualified. The Trust may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;
- (e) withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- (f) choose not to award any contract as a result of the current procurement process; and
- (g) 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.

Tender Costs

The Trust will not in any circumstances be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the Trust.

5 CONFIDENTIALITY

Tenderers (whether their Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) should treat the details of the Specification and the documents attached hereto as private and confidential.

The contents of this ITT must not be copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling the Tenderer to submit a Tender.

The Merchant Taylor's Oxfordshire Academy Trust may use the information included in a Tenderer's response for any reasonable purpose connected with this ITT. In particular, once a Tenderer has been excluded, the Trust reserves the right to use any ideas contained in that Tenderer's tender in any ongoing discussions with other Tenderers but undertakes not to reveal the identity of the provider of these ideas.

No publicity regarding the award of any contract (or the provision of goods and/or services under the same) will be permitted unless and until the Trust has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents, or any proposals relating to it without the prior written consent of the Trust.

Freedom of Information Act 2000

The Merchant Taylors' Oxfordshire Academy Trust is subject to the Freedom of Information Act 2000 ("the FOIA"). The Trust understands that in tendering for this contract, you may be concerned that information you provide may potentially be disclosable if a request is made to the Trust under the provision of the FOIA.

The FOIA requires the Trust normally to release information specifically required by any "person". At the same time, the FOIA does recognise that a public authority, in order to carry out its functions, may decline certain requests where an appropriate exemption applies. In particular, two exemptions under s.41 and s.43 of the FOIA may apply. These two exemptions are set out below:

Information provided in confidence:

S.41 provides that information is exempt if it was obtained by the Trust from any other person and the disclosure of the information to the public by the Trust would constitute a breach of confidence actionable by that or any other person. In order for the Trust to rely on this exemption, the information must be given in confidence, that is, the information must not be in the public domain and must not have been treated as non-confidential in the past. The information must also have been provided in circumstances importing an obligation of confidence.



Commercially sensitive information:

Section 43 provides that information may be exempt if it constitutes a trade secret, or if the disclosure is likely to prejudice the commercial interests of any person. This exemption is subject to the public interest test.

Should you, the potential supplier, regard particular information as given in confidence, or constitutes a trade secret, or would prejudice your commercial interests, please indicate this clearly against the information. In addition, over time, the supplier should be aware that some information may lose its confidential or commercial sensitivity. Please indicate, in your view, when such information may be released. This should be a reasonable time period in relation to the nature of the data.

By indicating what information may be confidential or commercially sensitive may assist the Trust in determining whether any exemption applies. It should be noted that it is the Trust that must determine whether a disclosure should be made and that this must be determined on a case by case basis by the Trust.

6 TENDER VALIDITY

Your tender response must remain open for acceptance by the Merchant Taylors' Oxfordshire Academy Trust for a period of 3 months from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Merchant Taylors' Oxfordshire Academy Trust.

7 INSTRUCTIONS FOR RESPONDING

Tender responses are to be sent as electronic documents by email to:

wigginsb@wallingfordschool.com

The questionnaire in section 9 must accompany responses.

8 EVALUATION CRITERIA

Tenders will be assessed on a ratio of Quality (70%) and Price (30%) and evaluated solely on the information provided. The Evaluation will be based on the following criteria:

CRITERIA / SUB-CRITERIA	PASS/FAIL OR WEIGHTING
Selection	
Financial Capacity and Standing	Pass / Fail
Past Performance	Pass / Fail
Professional and Technical Capacity	Pass / Fail
Equality	Pass / Fail
Quality	
Degree to which the Essential Requirements are exceeded and the Optional Requirements met – sector knowledge	15%
Methodology employed in completing the objectives and key tasks	15%
Experience and knowledge of the proposed management and delivery team	20%
Assessment and mitigation of challenges and risks identified	10%
Details of relevant case studies/contracts	10%
Cost	
Price	30%
TOTAL	100%

Depending on the criteria/sub-criteria chosen, it might be necessary to include a scoring scheme for evaluating the responses to questions that are not simply a Pass/Fail, for example:

0 points	Unacceptable response The panel believes that the service is unlikely to be delivered in accordance with the specification, such that serious deficiencies may arise
1 point	Adequate response The panel believes that the service is likely to meet most of the minimum requirements of the specification
2 points	Good response The panel believes that the service is likely to be delivered in accordance with the specification
3 points	Excellent response The panel believes that the service offered is likely to fully meet the requirements of the specification, and may offer additional benefits, relevant to the specified service, without adding to the cost

SUPPLIER QUESTIONNAIRE

All information requested below should be returned, with the Tender documentation, in a suitable form - i.e. relevant information detailed under appropriate headings in an Appendix. Please include, where appropriate, any supporting documents, making clear on all enclosures the name of the respondent and the number of the question to which the response refers. Please also ensure that documents are titled so that the Trust can easily identify them.

9.1 Organisation Background Information	
9.1.1 Full name of organisation	
9.1.2 Address of Registered Office (including postcode)	
9.1.3 Company Registration Number	
9.1.4 Address of office where service is to be provided (if different from above) (including postcode)	
9.1.5 If the organisation is a subsidiary of another body, will that parent firm guarantee the applicant's contract performance as its subsidiary? If Yes - provide details of the parent firm including company registration number.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
9.1.6 Length of time in business	
9.1.7 Status of organisations	<p>A Public Limited company <input type="checkbox"/></p> <p>A Limited Company <input type="checkbox"/></p> <p>A Company Limited by Guarantee <input type="checkbox"/></p> <p>A Partnership <input type="checkbox"/></p> <p>A Sole Trader <input type="checkbox"/></p> <p>A Charity <input type="checkbox"/></p> <p>A Franchise <input type="checkbox"/></p> <p>A Small/Medium Sized Enterprise or SME <input type="checkbox"/></p> <p>Other (e.g: a Special Purpose Vehicle, Joint Venture Company etc.) <input type="checkbox"/></p> <p>Please specify</p>
<p>Note: It is a legislative requirement that the Trust ensures that PAYE/NI tax deductions are made from the pay to any individual either (a) working as a sole trader or (b) a worker providing their services through an intermediary*, where the fundamentals of the relationship between Trust and individual/worker are closer to a employment contract than a supplier contract (irrespective of the intended contractual underpinning).</p> <p>Where it is intended that the service be provided by a sole trader or a worker via an intermediary, the Trust's Tax Office must assess the relationship to determine whether PAYE/NI taxes must be paid, <u>before awarding a supplier contract</u>.</p>	

<p>*Intermediary includes the worker's own limited company, a personal service company, a partnership or an individual.</p>	
<p>9.1.8 To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with a senior member of the Trust's staff or any member of Trust staff involved in this procurement exercise?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details of the individuals concerned and the nature of their relationship:</p>
<p>9.2 Economic and Financial Standing</p>	
<p>The Trust will carry out an independent financial check on all Tenderers. In the event that an Applicant's financial stability equates to a commercial credit rating of less than 51 out of 100 on the day that the ITT is evaluated, and/or that following evaluation of the documents submitted in support of their ITT, if there remained any financial concerns which could not reasonably be satisfied, then their application would fail.</p>	
<p>9.2.1 Please indicate which of the following you would be willing to provide to evidence your organisation having the required financial strength was your organisation to fail the financial check, by ticking the appropriate box.</p>	<p>A copy of your audited accounts for the most recent two years <input type="checkbox"/></p> <p>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading <input type="checkbox"/></p> <p>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position <input type="checkbox"/></p> <p>Alternative means of demonstrating financial status if trading for less than a year <input type="checkbox"/></p>
<p>In the event that analysis of your financial position determines that additional measures are necessary in order to provide adequate assurance of your financial strength, you may be required to provide either a parent company guarantee or a bank guarantee.</p>	
<p>9.2.2 It is a requirement of this contract that the supplier holds the levels of insurance indicated below. [If you do not believe that the default insurance levels shown opposite, and in the Trust's Standard T & Cs for Goods and Services and Consultancy, reflect the risk presented by the contract, then please contact the appropriate Category Manager]</p> <p>Please confirm whether you already have or can commit to obtain, prior to the commencement of the contract, the required levels of insurance cover indicated.</p>	<p>Employer's (Compulsory) Liability Insurance of [£10M] <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Public Liability Insurance of [£10M] <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Professional Indemnity Insurance of [£2M for Goods/Services/Works or £10M for Consultancy] <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Product Liability Insurance of [£10M]</p>

<p>Please provide evidence of your insurance cover: Name of insurer, policy number, renewal date, limit of indemnity, excess, and a copy of your certificates of insurance.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>9.3. Past Performance</p>	
<p>9.3.1 Have you, either as a supplier or as an organisation in the supply chain, been involved in the provision of any contract in the last 3 years for goods and services, where the contract has been terminated or payment has been withheld because your performance was not satisfactory?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide further information:</p>
<p>9.3.2 Have you as a supplier withdrawn from a contract prematurely during the last three years?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide further information:</p>
<p>9.3.3 Have you as a supplier had to pay financial penalties or had payment deducted from monies arising from failure to perform in accordance with contractual obligations during the last three years?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide further information:</p>
<p>9.4 Professional and Technical Capacity</p>	
<p>9.4.1 Please provide details of up to three contracts from either or both the public and private sector, that are similar to the Trust's requirement. [Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years]</p> <p>The customer contact should be prepared to speak to the Trust to confirm the accuracy of the information provided below, if we wish to contact them. The Trust</p>	<p><u>Contract 1</u> Customer organisation: Contact name, tel. no., & e-mail: Contract start date: Contract completion date: Contract value: Brief description of contract (max 150 words):</p> <p><u>Contract 2</u> Customer organisation: Contact name, tel. no., & e-mail: Contract start date: Contract completion date: Contract value: Brief description of contract (max 150 words):</p> <p><u>Contract 3</u></p>

reserves the right to contact any or all of these organisations for a reference.	Customer organisation: Contact name, tel. no., & e-mail: Contract start date: Contract completion date: Contract value: Brief description of contract (max 150 words):
9.4.2 How many staff does your organisation (including consortia members or named sub-contractors where appropriate) have available or do you intend to deploy in order to carry out the services and/or delivery of goods for this contract opportunity?	
9.4.3 Please provide details of any educational and professional qualifications of those individuals (and/or) the management responsible for delivering the contract.	
9.5 Health & Safety	
9.5.1 Please provide a copy of your health and safety policy.	
9.5.2 Please provide details of your health and safety advisors.	
9.5.3 Have any enforcement notices or prosecutions been served on the company or any of its directors/managers by the HSE or Local Authority in the last 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide further information:
9.5.4 Please provide details relating to the waste management procedures that would be used on this project.	
9.6 Equality	
9.6.1 Is it your policy as an employer to comply with your statutory obligations to staff and applicants for employment under equality legislation, including the Equality Act 2010 and regulations made under that Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.6.2 Does your organisation have a formal equality policy? If yes, please attach your policy and answer question 4.5.3 below	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.6.3 Does the policy address the following? (a) Recruitment, selection, training, promotion, discipline and dismissal (b) Discrimination, harassment, and victimisation (and it is made clear that these are disciplinary offences within the organisation)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

(c) Identification of the senior position with responsibility for the policy and its effective implementation	<input type="checkbox"/> Yes <input type="checkbox"/> No
(d) How the policy is communicated to staff	<input type="checkbox"/> Yes <input type="checkbox"/> No
(e) It covers both employees and service users	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.6.4 Is your policy effectively implemented in the organisation's recruitment practices, including open recruitment methods such as the use of:	
(a) Job centres	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Careers service	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) Press advertisements	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.6.5 Does your organisation monitor the profile of its staff according to the following 'protected characteristics'?	
(d) Age	<input type="checkbox"/> Yes <input type="checkbox"/> No
(e) Gender	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No
(g) Ethnicity	<input type="checkbox"/> Yes <input type="checkbox"/> No
(h) Sexual orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No
(i) Religion and belief	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.6.6 Does your organisation provide equality training for managers and any staff responsible for recruitment and selection?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Any sections of selection questions relating to areas particularly pertinent to the contract being tenderer - such as Business Continuity, Health & Safety and the Environment - should be added here	
Method Statement	
Additional Questions	
Please provide the name, telephone/mobile no. and e-mail address of the individual to whom	

queries about this Tender should be addressed	
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After completion of the questionnaire, please sign the declaration below.

I/We declare that the information given is accurate to the best of my/our knowledge.

I/We understand that false information could result in the termination of any future contract.

Signed: _____

Name _____

Position: _____

For and on behalf of: _____

Date: _____