



INVITATION TO TENDER LETTER

Cuckoo Hall Academies Trust

Dear

INVITATION TO TENDER (ITT) for the childrens photography package across the entire trust Academy schools

- 1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Instructions and information on the tendering procedures.
Document 2 Specification of the Requirement.
Document 3 List of attachments.
Document 4 Declaration and information to be provided by tenderer.
- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.
- 3 A copy of your tender must be received by Wendy Bowstead, wbowstead@chat-edu.org.uk no later than 18th July 2018 5pm. Late tenders will **not** be considered.
- 4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to [**insert contact name**], at the above address marked 'No Tender'.
- 5 Please contact me if you have any questions about the tendering procedure. The enclosed Document 1 also contains details for providing you with further information or clarification of the Trust requirement.

I look forward to your response.

Yours sincerely

Ms Wendy Bowstead

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 Wendy Bowstead 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 one year.

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 submit your bids electronically unless you have other brochures or paperwork you would like to include in which case please mail them to Wendy Bowstead, head of Business and Administration, Cuckoo Hall Academies Trust, Cuckoo hall Lane, N9 8DR. The school will send a confirmation of receipt of bid email .

Manuscript bids including envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Tenders must be delivered by Friday 13th July 2018, 5pm.

Receipt of Tenders

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

Acceptance of Tenders

- 6 By issuing this invitation the Academy 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 Tenders

- 8 Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.

TENDER FOR PHOTPGRAPHY

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

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

- 9 You will not be entitled to claim from the 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 a set criteria set out below followed by a presentation to the trust.
- The company must have proof of trading for more than 3 years.
 - You must include the link to your website.
 - You must produce a minimum of two corporate references, and two reviews from individual users of the service, such as parents.
 - You must have a contract that shows evidence of data protection compliance including GDPR, how you intend to keep data safe and retention schedules. Please see link for clarification of expectations of contract content <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/>
 - You must provide a pricing package for users, explaining any increase recently made or scheduled for the future, and confirm any addition of VAT.
 - You need to explain the service package for both the Trust and the families that may use your service and how you ensure an excellent customer service.
 - You must agree to share Statistics such as the amount of orders/income generated from sales.

Freedom Of Information

- 13 The School is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the 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,

TENDER FOR PHOTPGRAPHY

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.

Tender Period

- 14 Due to the intensive evaluation process, the Trust requires tenders to remain valid for the period of three months.

Basis of the Contract

- 15 The criteria, together with the presentation, will form the basis of the contract between the successful tenderer and the Trust.

Personnel Security Standard

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

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

Example Timetable

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

ACTIVITY	TIMESCALE
Advertise	11.07.18
Start of clarifications stage / any questions about the specification or procurement process	11.07.18
End of clarifications stage	17.7.18
Submission deadline for receipt of bids	18.07.18, 5pm
If required: Inform bidders of Selection Stage outcome	Week beginning 20.07.18
Presentations to panel	25.7.18
Inform bidders of award	Week beginning 30.7.18

TENDER FOR PHOTPGRAPHY

Format of Bids

18 Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Criteria

Section 4 Cost and Charging Arrangements

Section 5 Declarations, Undertakings and Attachments

Conclusions

19 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.

TENDER FOR PHOTPGRAPHY

Terms and conditions

The Trust's abides by the Equalities Act 2006, the Disability Discrimination Act 2005 and Race Relations Amendment Act 2000 to promote equality between men and women, disability equality and race equality which you would be expected to support.

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

Declarations

- 1 (Name of tenderer) declares that we accept the Trust's standard terms and conditions as the basis of the contract.
- 2 We declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party.
- 3 We declare that the tender will remain valid until 27th September 2018 and that we are not entitled to claim from the Trust any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer

Undertaking

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

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

TENDER FOR PHOTPGRAPHY

Exit Plan

Introduction

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

The objective of the Exit Plan is to ensure:

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

Key requirements are:

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

Documentation and Access

- The contractor shall provide the school on request with information and documentation reasonably necessary to assist with the cessation of the contract. The contractor shall co-operate with all reasonable requests made by the school relating to the contract activities.
- The Exit Plan should include key activities and decision to be taken for three scenarios: immediate exit, early exit and completion of the contract.

TENDER FOR PHOTPGRAPHY

0-5 scoring system:

Assessment	Score		Summary	Interpretation
Excellent	5		Very strong evidence of appropriate knowledge, skills or experience. Fully compliant with minimum risk. Full range of options and costs explained.	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 with a fully GDPR and Data Protection Act 2018 compliant contract proposed. 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. Adequate packages presented. Data protection and GDPR addressed.	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. GDPR and Data Protection Act 2018 was addressed. 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. Average packages for parents. Reference to GDPR and Data Protection Act 2018 was made but still needs confirming.	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. Not competitive packages. Insufficient reference to GDPR and Data Protection Act 2018	Will reflect that the bidder has not provided evidence to suggest how they will address a number of bullet points under the evaluation criteria heading. Tenders will in parts be sketchy with little or no detail given of how they will meet project requirements. Evidence provided is considered weak or inappropriate and is unclear on how this relates to desired outcomes.
Serious Reservations	1		Very little evidence of appropriate knowledge skills or experience. Not value for money. Risks relating to GDPR and Data Protection Act 2018.	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. Poor package quality and options. Little or no reference to GDPR and Data Protection Act 2018	Will result if no response is given and/or if the response is not acceptable and/or does not cover the required criteria.

TENDER FOR PHOTPGRAPHY

Example scoring and weighting grid

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

Scoring Grid example

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Requirement			
	Bidders should describe their approach to the requirement stated in the specification. They should include: <ul style="list-style-type: none"> • Experience of how it works in other schools • Partnership working with the Trust • Expected outcomes 	15		
Ref	Delivery			
	To include: <ul style="list-style-type: none"> • Frequency • Timescales – from planning to delivery of photographs • Organisation of the day – expectations 	10		
Ref	Communication			
	<ul style="list-style-type: none"> • With parents – what format, how frequent, any marketing intended • With the Trust. • Wider marketing expectation – events etc 	10		
Ref	Health and safety including safeguarding arrangements			
	<ul style="list-style-type: none"> • DBS checks • Risk assessments • Compliance • Insurance 	10		
Ref	Value for money			
	<ul style="list-style-type: none"> • Affordability – market research • Average value of orders • Success criteria 	15		

TENDER FOR PHOTPGRAPHY

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Costs			
	Any costs to the Trust	10		

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

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

Maximum Total	360