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**Invitation to Tender**

**Tablet PC Devices**

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| --- |
| **Name of Tenderer:** |
|  |

**Summer Term 2025**

**Deadline: 12 noon, Wednesday 14th May 2025**

[**www.tcat.education/it-procurement**](http://www.tcat.education/it-procurement)

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| Invitation to Tender |

Cornerstone Academy Trust

c/o Broadclyst Community Primary School

School Lane

Broadclyst

Exeter

EX5 3JG

Tender for: **Tablet PC Devices**

Due for return by: **12 noon on Wednesday 14th May 2025**

###### *Conditions of Invitation (Qualification):*

1. Tenders are invited for the supply of the goods or services specified or described in the invitation.

2. The contract shall be subject to the Trust’s Standard Conditions of Contract. Wherever special conditions of contract are contained in the invitation to tender, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Trust’s Standard Conditions of Contract, the special conditions shall prevail. Offers by tenderers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

3. The Trust does not bind itself to accept the lowest or any tender and reserves the right to accept a tender either in whole or in part, for such item or items specified in the invitation to tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.

4. The Trust reserves the right, subject to relevant laws, and at any time, to reject any Tender Response and/or to terminate discussions with any of the Tenderers.

5 This Invitation to Tender (ITT) together with any other information to be provided at any time within the procurement process has been and will be provided in the interests of assisting Tenderers to develop their proposals. It is intended only as an explanation of the Trust’s requirements and is not as a representation to induce any Tenderer to enter into any form of contract with the Trust.

6. Accordingly, information provided does not purport to be all-inclusive or to contain all the information that the prospective supplier may require. Tenderers and their advisers must take their own steps to verify information, which they use and must make an independent assessment of the opportunity described in this ITT after making such investigation and taking such professional advice as they deem necessary.

7. Neither the Trust nor any of its directors, Trustees, employees, agents who now or at any time become concerned with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness, or completeness of the information contained in this ITT and any associated documents. However, the Trust does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.

8. The Trust shall not be liable for any loss or damage arising because of reliance on the information in this ITT and attachments, or any associated documents or other information subsequently or previously provided, nor for any expenses incurred by Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of the Trust any such liability.

9. Tenderers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from them in connection with their Tender Responses whether incurred directly by them or their advisors or subcontractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this ITT and/or other documents issued by the Trust at any time. For the avoidance of doubt, the Trust shall have no liability whatsoever to Tenderers for the costs of any discussions or communications.

10 The information in this ITT and any associated documents is made available on condition that it is treated as confidential by the Tenderers and is not disclosed, copied, reproduced, distributed, or passed to any other person at any time except for the purpose of enabling a submission to be made.

11. Other than as specified above, Tenderers shall not make any of the information referred to in paragraph 10 available to any other parties in any circumstances without the prior written consent of the Trust nor use it for any purpose other than that for which it is intended.

12. Tenderers shall be responsible for the confidentiality of their own information.

13. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Trust and must be returned or destroyed upon demand.

14 Any Tenderer who, in connection with this tender:

14.1 offers any inducement, fee, or reward to any member of staff or Trustee of the Trust or any person acting as an advisor for the Trust; or

14.2 does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or

will be disqualified from any further involvement in the procurement process (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability, which such conduct by a Tenderer may attract).

15. Tenderers should advise the Trust as soon as practicable in the event of a conflict of interest arising in respect of a Bidder’s Tender Response. In such circumstances, the Trust may require further information from Tenderers but reserves the right to disqualify a Tenderer from further involvement in the procurement process.

16. In the event of any inconsistency, this document and enclosures will take precedence over any documents previously issued by the Trust in relation to this Project.

17. The laws of England and Wales shall apply to this ITT and the Tender Responses.

18. The Authority reserves the right to disregard Tender Responses it considers as non-compliant unless exceptional extenuating circumstances prevail, of which the Trust will be the final arbiter. The Trust will reject any Tender Response that is:

18.1 not in accordance with the Conditions of Invitation and all other instructions issued by the Trust during the procurement process; and/or

18.2 received after the time specified in this ITT.

19 The Trust reserves the right to:

19.1 cancel the procurement process at any stage; and

19.2 require a Tenderer to clarify its submission in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer being disqualified).

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***To Cornerstone Academy Trust***

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Trust of my / our tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Trust’s invitation to tender. I / We agree and declare that the acceptance of this tender by letter on behalf of the Trust, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and I / we agree to enter into a further agreement for the due performance of the contract.

|  |  |
| --- | --- |
| **Signed** |  |
| **Date** |  |
| **Name** |  |
| **In the capacity of (state official position)** |  |
| **On behalf of** |  |
| **Company Name and postal address** |  |
| **Telephone number** |  |
| **Email address** |  |
| **Company Registration Number and legal form\*** |  |

*\*(It must be clearly shown whether the Tenderer is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Tenderer, the capacity in which he/she signs or is employed).*

Certificate of Undertaking and Absence of Collusion

The tenderer shall sign the below Certificate of Undertaking and Absence of Collusion

I/We the undersigned do hereby certify that: -

1. My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;
2. I/we have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
3. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;
4. I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.

(e) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

|  |  |
| --- | --- |
| **For and on behalf of** |  |
| **Signed** |  |
| **Date** |  |
| **Position held** |  |

Guide to the Tender Process

**Selection Criteria**

All tenderers must complete this section and if the completed response meets the requirements detailed within the Invitation to Tender documents the tenderer will be taken forward to the Award Criteria stage. This section is not scored as part of the Award Criteria.

**Marking Guidelines for Award Criteria Questions**

A series of questions will be asked, and the responses will be marked, the details of the scores and weightings are given in a later section so that all tenderers are aware of the maximum potential marks available. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the basic requirements of the question demonstrating improvements, efficiencies, or innovations over and above the basic requirements. An example of how the marking process will be conducted is shown below.

|  |  |  |
| --- | --- | --- |
| **Scoring** | **Marking Guidelines** |  |
| **Score 0 - 10% of score available**  points in band 10 | Fails to satisfy requirement. | |
| Fails to evidence how targets will be achieved. | |
| Fails to give confidence in ability to deliver. | |
| **Score 10 - 60% of score available**  points in band 50 | Inadequately satisfies requirement. | |
| Inadequate evidence that only partially demonstrates how targets will be achieved | |
| Little confidence in ability to deliver | |
| **Score 60 - 80% of score available**  points in band 20 | Adequately satisfies requirement. | |
| Adequate evidence that demonstrates how targets will be achieved | |
| Good confidence in ability to deliver | |
| **Score 80 - 90% of score available**  points in band 10 | Fully satisfies requirement. | |
| Excellent evidence that demonstrates how targets will be achieved | |
| High confidence in ability to deliver | |
| **Score 90 - 100% of score available**  points in band 10 | Fully satisfies requirement. With Innovation / Added value | |
| Excellent evidence that demonstrates how targets will be achieved | |
| High confidence in ability to deliver | |

**Timetable**

The proposed timetable for this procurement is a tight one, due to operational growth:

|  |  |
| --- | --- |
| **12 noon on Wednesday 14th May 2025** | **Closing date for receipt of tenders** |
| Wednesday 14th May 2025 | Evaluation of Tenders begins |
| By Monday 19th May 2025 | Award of Contract – Standstill period commences |
| By Friday 30th May 2025 | End of standstill – Confirmation of Award of Contract/Order |
| By Friday 13th June 2025 | Delivery to Monkerton Community Primary School |

**Alternative or Multiple Bids**

Tenderers may choose to submit an Alternative Bid if they wish, based on an innovative solution(s) which may depart from the specification included within this Tender. Where an Alternative Bid is offered, Tenderers must make this explicitly clear in the tender response. The Trust reserves the right either to consider or reject Alternative Bids which may not conform exactly to the stated specification. Tenderers may provide both an Alternative bid and also a fully compliant bid to specification if they wish.

**Please note the preferred and alternative spec requirements for Requirement B**

**Guide Price**

There is no guide price provided for this tender.

**Pre and Post Tender Clarification**

Upon commencement of the tendering process applicants should not approach any member of the Trust in relation to the ITT, other than by writing to, or e-mailing the designated officer, detailed below.

If clarification is required on any issues within this ITT, all questions must be submitted via email.

Any information that the Trust dispenses in response to requests for clarification will be distributed to all of the participating organisations as opposed to solely the organisation that requested the information. The only circumstance in which this procedure may be waived is if a tenderer considers their enquiry to be innovative to their offer in which case this should be clearly communicated within the correspondence. The Trust will decide whether the request for information is deemed “innovative” to the applicant’s offer and if not considered to fall within that category the applicant will be informed so they may make a decision whether to continue the line of enquiry.

Upon receipt of tenders the Trust may wish to pose post-tender clarification questions to Tenderers.

**Return of Tender documentation**

Completed tenders should be returned electronically via email to: graham.newbery@tcat.education or by uploading the document via <https://tcat.education/it-procurement> to be received no later than **12 noon on Wednesday 14th May 2025.**

Tenders submitted after the stated closing date and time will not be considered.

The Trust will not open any returned tenders until the deadline has passed.

All information conveyed within a Tenderer’s offer to supply will be relied upon as being true and accurate and will form part of the contract. If any of the information given within a tenderer’s offer is subsequently identified as being inaccurate, this may exclude that organisation from further consideration pre contract award. In the event of such an eventuality post contract award the Trust reserves the right to terminate.

***Contact Details of Authorised Member of Trust Staff***

Queries and matters of clarification should be addressed **by email** to:

Graham Newbery

Trust Business Manager

Cornerstone Academy Trust

[graham.newbery@tcat.education](mailto:graham.newbery@tcat.education)

Please include “IT Tender” in the subject line

***Delivery Address for all devices:***

Monkerton Community Primary School

Sestertius Road

Monkerton

Exeter EX1 3WS

Background Information

**The Trust**

|  |  |
| --- | --- |
|  | Cornerstone Academy Trust runs Broadclyst, Monkerton, Westclyst, Yeo Valley, Clyst Heath, Countess Wear and Marpool Primary Schools. Our schools create and promote a challenging learning environment that inspires children to achieve high standards and become life-long learners.  The Trust has high expectations, builds children’s confidence, and ensures success for all. We seek to foster creative thinkers, inquisitive questioners, and avid problem solvers with flexible skills, who are successful communicators. Children learn to collaborate effectively at all levels, including working with our international partners and are able to adapt to the needs of a diverse and fast changing society. |

**Use of ICT**

|  |  |
| --- | --- |
|  | We aim for pupils to have opportunities to use ICT as an integral part of their learning across the curriculum and in a wide range of contexts.  We aim for the use of ICT to have a clear impact in improving pupils’ learning. Pupils should attain increasingly high levels of conﬁdence and independence to apply and develop their use of ICT as they move through the school.  We aim to provide opportunities for pupils to make regular, informed decisions about when and how to use ICT and for them to have high expectations about using ICT to support their learning both within and beyond the school. |
| Specifically, and in line with our mission statement, we aim for pupils to use ICT to significantly improve their creativity and their ability to investigate, solve problems, reﬁne their work, learn from their mistakes, collaborate with others and reﬂect critically on their learning.  We aim for pupils to adopt consistently safe practices in their use of ICT both in school and elsewhere. They should apply their knowledge, skills and understanding to ensure safe and effective use of a wide range of digital resources and adapt these to new and emerging technologies.  So far, we have deployed over 1,500 Windows devices across the Trust. These have included Surface Go, Pro and Surface Laptop to deliver a 1:1 device programme for children and staff. |  |

**Why are we procuring these devices?**

We deploy 1:1 devices across the year groups from Year 6 down to Year 1 classes. Typically procured on a three-year lease programme, we need to refresh batches of devices originally procured in 2022.

**EdTech Demonstrator School & Microsoft Showcase School Status**

The DfE and delivery partners identified **Broadclyst Primary School** as one of a small number of schools and colleges which have demonstrated excellence in their use of technology to support teaching and learning and have the capacity to help others.

These schools and colleges represent a wide range of contexts, from rural to urban and primary to further education and include several Trusts with special needs provision. Demonstrator Schools and Colleges will offer packages of support, including guidance, online tutorials, webinars, and recorded content.

Advice and training will be available to schools and colleges across the country which are most in need of support, for example those which have recently deployed a new online learning platform and those with the most disadvantaged learners.

Please visit <https://ed-tech.education/> for more information.

Additionally, we have for several years been a Microsoft Showcase School and many of the staff are MIEE trained educators.

Criteria for the Award of Business

Contract award will be made on the basis of the most economically advantageous tender solution, based on application of the following award criteria, based upon the following weightings:

75% in relation to Price

25% in relation to Qualitative Proposals

Tender Price

75% of overall evaluation - tender price will be measured in terms of total cost.

Qualitative Proposals

25% of overall evaluation - qualitative proposals will be measured in terms of:

|  |  |
| --- | --- |
| **Award Criteria 1:** | **Quality/Technical Merit** |
| **Weighting:** | **30** |
| Tender Question: | Maximum Score: |
| 1. Technical Specification | 100 |
|  |  |
| Total Score for this area | 100 |

|  |  |
| --- | --- |
| **Award Criteria 2:** | **Maintenance, on-going technical support or after sales service** |
| **Weighting:** | **10** |
| Tender Question: | Maximum Score: |
| 1. Your after sales service | 35 |
| 1. Experience of schools | 35 |
| 1. Partnership working | 30 |
|  |  |
| Total Score for this area | 100 |

|  |  |
| --- | --- |
| **Award Criteria 3:** | **Design, functional characteristics, and aesthetics** |
| **Weighting:** | **20** |
| Tender Question: | Maximum Score: |
| 1. Suitability for use in a school environment | 100 |
|  |  |
| Total Score for this area | 100 |

|  |  |
| --- | --- |
| **Award Criteria 4:** | **Delivery or period of completion** |
| **Weighting:** | **40** |
| Tender Question: | Maximum Score: |
| 1. Proposed timescales | 50 |
| 1. Deployment | 50 |
|  |  |
| Total Score for this area | 100 |

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| --- |
| Specification |

The Trust wishes to procure the following devices:

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity** | **Device** | **For use by** | **See spec below** |
| 30 | Laptops | Staff | A |
| 30 | 3 Year Warranty |  |  |
| 50 | Tablet PCs | Teaching staff | B |
| 50 | 3 Year Warranty |  |  |
| 50 | Keyboard/covers |  |  |
| 335 | Tablet PCs | Pupils | C |
| 335 | 3 Year Warranty |  |  |
| 335 | Keyboard/covers |  |  |

*Total devices = 415.*

***Note that we reserve the right to reduce numbers of or remove devices should affordability become an issue.***

Please make sure that your proposed solution for the type of device is clearly described within the answers to Questions 1 and 3 of the Award Criteria and itemised fully on the Equipment Schedule attached to the Pricing Schedule.

We have documented our preferred specification. **For the 50 devices there is an alternative spec we wish Bidders to also price.** Bidders may wish to propose more than one option – alternative pricing and equipment schedules will need to be added to the response for each additional proposal.

There are three device styles required:

**Requirement A) Laptop for 30 x Staff - preferred spec below may be downgraded if unaffordable**

|  |  |
| --- | --- |
|  | **Preferred spec** |
| **Quantity** | 30 |
| **Description** | Laptop device |
| **Mandatory Features** | Screen: 13.8” PixelSense™ Display  Resolution: 2304 x 1536 (201 PPI)  Aspect ratio: 3:2  Contrast ratio 1300:1  Colour profile: sRGB and Vivid  Individually colour-calibrated display  Dolby Vision IQ™ support  Touch: 10-point multi-touch |
| **Battery Life** | Up to 20 hours of local video playback  Up to 12 hours of active web usage |
| **Security** | Hardware TPM 2.0 chip for enterprise-grade security and BitLocker support  Windows Hello face sign-in |
| **Processor** | Intel® Core™ Ultra 5 processor 238V |
| **RAM** | 16 GB LPDDR5x RAM |
| **Storage** | Removable solid-state drive (Gen 4 SSD) 256 GB |
| **Warranty** | 3-year business warranty |

**Requirement B) Tablet PC Device for 50 x Staff PREFERRED SPEC**

|  |  |
| --- | --- |
|  | **Preferred spec** |
| **Quantity** | 50 |
| **Description** | Tablet style device |
| **Mandatory Features** | Screen: 13” PixelSense™ Flow Display  Resolution: 2880 x 1920 (267 PPI)  Aspect ratio: 3:2  Contrast ratio: 1100:1  Adaptive Colour  Touch: 10-point multi-touch  Dolby Vision IQ™ support  Corning Gorilla Glass 5 |
| **Battery Life** | Up to 14 hours of local video playback  Up to 10 hours of active web usage |
| **Security** | Enterprise grade security with TPM 2.0 chip and BitLocker support  Windows 11 Secured-core PC  Microsoft Pluton security processor  Windows Hello face authentication with Enhanced Sign-in Security |
| **Processor** | Intel® Core™ Ultra 5 processor 238V |
| **RAM** | 16 GB LPDDR5x RAM |
| **Storage** | Removablesolid-state drive (Gen 4 SSD): 256 GB |
| **Warranty** | 3-year business warranty |

**Requirement B) ALTERNATIVE SPEC**

|  |  |
| --- | --- |
|  | **Alternative spec** |
| **Quantity** | 50 |
| **Description** | Tablet style device |
| **Mandatory Features** | Screen: 13” PixelSense™ Flow Display  Resolution: 2880 x 1920 (267 PPI)  Aspect ratio: 3:2  Contrast ratio: 1200:1  Adaptive Colour  Touch: 10-point multi-touch  Dolby Vision IQ™ support  Corning Gorilla Glass 5 |
| **Battery Life** | Up to 14 hours of local video playback  Up to 10 hours of active web usage |
| **Security** | Enterprise grade security with TPM 2.0 chip and BitLocker support  Windows 11 Secured-core PC  Microsoft Pluton security processor  Windows Hello face authentication with Enhanced Sign-in Security |
| **Processor** | Snapdragon X Plus 10 Core |
| **RAM** | 16 GB LPDDR5x |
| **Storage** | Removablesolid-state drive (Gen 4 SSD): 256 GB |
| **Warranty** | 3-year business warranty |

**Requirement C) Tablet PC Device for 335 x Pupils**

|  |  |
| --- | --- |
|  | **Preferred spec** |
| **Quantity** | 335 |
| **Description** | Tablet style device |
| **Mandatory Features** | Screen: 10.5” PixelSense™ Display  Resolution: 1920 x 1280 (220 PPI)  Aspect ratio: 3:2  Touch: 10-point multi-touch  Contrast ratio: 1500:1  Corning® Gorilla® Glass 3 |
| **Battery Life** | Up to 12.5 hours of typical device usage |
| **Security** | Hardware TPM 2.0 chip for enterprise-grade security and BitLocker support  Enterprise-grade protection with Windows Hello face sign-in  Windows 11 Secured-core PC |
| **Processor** | Intel® Processor N200 |
| **RAM** | 8 GB LPDDR5 RAM |
| **Storage** | 128GB SSD |
| **Warranty** | 3-year business warranty |

**MS Intune**

Devices must support Microsoft Intune.

The tenderer must be able to either automatically add devices to the Trust’s Microsoft 365 tenant or provide a .csv file containing the hardware hash for the Trust to import themselves.

**Warranty**

Please note the requirement for the enhanced “business” style warranty where typical turn around for replacement of devices is within 48-72 hours. The warranty needs to be 1 year plus 2, 3 years in total.

|  |
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| Standard Terms & Conditions |

**1** **Definitions**

In these conditions

"the School" means Broadclyst Primary School and “the Trust” means Cornerstone Academy Trust as the context requires.

"the Supplier" means the supplier named in the Purchase Order and "the Goods" means any such goods or services as are to be supplied to the Trust by the Supplier (or by any of the Supplier's Sub-contractors) pursuant to or in connection with the order ("the Order").

**2** **The Goods/Services**

1. The Goods or Services shall be to the reasonable satisfaction of the Trust and shall conform in all respect with any particulars specified in this Order and in any variations thereon.
2. The Goods shall be a good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship and shall conform in all respect with the requirement of any statutes, orders, regulations, standards, or byelaws from time to time in force.
3. The Goods shall be fit and sufficient for the purpose which such goods are ordinarily used and for any particular purpose made known to the supplier by the Trust and the Trust relies on the skill and judgement of the supplier in the supply of the Goods and the execution of the Order.

**3** **The Price**

1. The price of the Goods shall be as stated on the Purchase Order and no increase will be accepted by the Trust unless agreed by the Trust in writing before the execution of the Order.
2. The invoice shall be addressed to Cornerstone Academy Trust c/o Broadclyst Community Primary School, School Lane, Broadclyst, Exeter, EX5 3JG. Payment shall be due 30 days after receipt of the goods or the correct invoice therefore, whichever is the later.

**4** **Delivery & Installation**

1. Time of delivery of the Goods or performance of the Services is of the essence of the Contract. Failure to deliver within the time promised or specified shall enable the Trust (at its option) to be released from any obligation to accept and pay for the Goods and/or to cancel all or part of the order therefore, in either case without prejudice to the Trust’s other rights and remedies.
2. The Goods shall be delivered to Broadclyst Community Primary School, School Lane, Broadclyst, Exeter, EX5 3JG or any other the place that shall be named on the Purchase Order. Any access to premises and any labour and equipment that may be provided by the Trust in connection with the delivery shall be provided without acceptance by the Trust of any liability whatsoever and the Supplier shall indemnify the Trust in respect of any actions, suits, claims, demands, losses, charge costs and expenses which the Trust may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-contractor.

4.2 Where any access to the premises is necessary in connection with delivery or installation the Supplier and his sub-contractors shall at all times comply with the reasonable requirements of the School's Site Manager or other duly authorised employee.

**5** **Property and Risk**

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the Trust (including the Trust's right and remedies under Condition 7 thereof) pass to the Trust at the time of delivery.

**6** **Damage in Transit**

6.1 On dispatch of any consignment of the Goods the Supplier shall send to the Trust at Broadclyst Community Primary School, School Lane, Broadclyst, Exeter, EX5 3JG an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as possible either repair or replace (as the Trust shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Trust provided that:

1. in the case of damage to such Goods in transit the Trust shall within thirty days of delivery give notice to the supplier that the Goods have been damaged.
2. In case of non-delivery, the Trust shall (provided that the Trust has been advised of the dispatch of the Goods) within ten days of the notified date of delivery give notice to the supplier that the Goods have not been delivered.

**7** **Inspection, Rejection and Guarantee**

1. The Supplier shall permit the Trust or its authorised representative to make any inspection or test that the Trust may reasonably require, and the Supplier shall afford all reasonable facilities and assistance free of charge at its premises. No failure to make complaint at the time of such inspection or test and no approval given during or after such test or inspection shall constitute a waiver by the Trust of any rights or remedies in respect of the Goods.
2. The Trust may by written notice to the Supplier reject any of the Goods which fail to meet requirements specified in the Order. Such notice shall be given within a reasonable time after delivery to the Trust of the Goods concerned. If the Trust shall reject any of the Goods pursuant to this condition the Trust shall be entitled (without prejudice) to his other rights and remedies either:
3. to have the Goods concerned as quickly as possible either repaired by the supplier or (as the Trust) shall elect replaced by the Supplier with Goods which comply in all respect with the requirements specified herein: or
4. to obtain a refund from the Supplier in all respect of the Good concerned.

7.3 The guarantee period applicable to the goods shall be 12 months from putting into service or 18 months from delivery, whichever shall be the shorter (subject to any alterative guarantee arrangement agreed in writing between the Trust and the Supplier). If the Trust shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any of other right and remedies which the Trust may have) as quickly as possible remedy such defects (whether by repair or replacement as the Trust shall elect) without cost to the Trust.

7.4 Any Goods rejected or returned by the Trust as described in paragraphs 7.2 & 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

**8** **Labelling and Packing**

1. The Goods shall be packed and marked in a proper manner and in accordance with the Trust's instruction and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number the net, gross and tare weight, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Trust against all actions, suits, claims, demands losses, charges, cost, and expenses which the Trust may suffer or incur as a result of or in connection with any breach of this condition.
2. All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged unless returned. The Trust accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Trust unless the Supplier shall within ten days of receiving notice from the Trust that the packages have been dispatched notify the Trust of such non-arrival.
3. Maximum use must be made of recycled materials in the manufacturing of crates, pallets, boxes, cartons, cushioning, and other forms of packing, where these fulfil other packing specification. Packaging specification should be reviewed periodically to ensure that no unnecessary limitation on the use of recycled materials exists.

**9** **Force Majeure**

Neither party shall be liable or deemed to be in default on account of any delay in delivery or the performance of any other act under this Contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, provided that the party claiming hereunder shall notify the other as soon as possible of the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance. If a delivery by the Supplier, or an acceptance by the Trust of a delivery is delayed or prevented for any reason beyond the reasonable control of either party the Trust reserves the right (without prejudice to any right or remedy available to it) to defer the delivery date or suspend, modify, or cancel the affected Contract.

**10** **Patents and Information**

1. It shall be a condition of this Order that, except to the extent that the Goods are made up in accordance with design furnished by the Trust, none of the Goods will infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property or any third party and the Supplier shall indemnify the Trust against all actions, suits, claims, demands, losses, charges, costs and expenses which the Trust may suffer or incur as a result of or in connection with any breach of the condition.
2. All rights (including ownership and copyright) in any specification, instruction, plans, drawings, patterns, models, design or other materials furnished to or made available to the supplier by the Trust pursuant the Order shall remain vested solely in the Trust and the Supplier shall not (except to the extent necessary for the implementation of this Order) without prior written consent of the Trust use or disclose any such specification, instruction, plans, drawings, patterns, models, design or any information (whether or not relevant to this Order) which the supplier may obtain pursuant to this Order and in particular (but without prejudice to the generality of the forgoing) the Supplier shall not refer to the Trust or the Order in any advertisement without the Trust's prior written agreement.

**11** **Health and Safety**

1. All Goods and the provision of all Services will meet the safety requirements of the Health and Safety at Work Act 1974 and also comply with any statutory re-enactments or modifications thereof in relation to subsequent English or European Community legislation.
2. Building work Contracts involving structural alterations or maintenance to the fabric of any Trust building are subject to special terms and conditions and such contracts shall not be undertaken on any other basis. The relevant terms and conditions may be obtained from the Bursar.
3. The Supplier shall comply at all times with the Trust’s Health and Safety Policy and shall indemnify and keep the Trust indemnified against all liability incurred by the Board of Trustees for breach of its statutory obligations under the Health and Safety at Work etc. Act 1974 or otherwise arising out of any failure by the Supplier so to comply.
4. The Supplier shall be deemed to have notice of the Trust’s Health and Safety Policy. The Policy document may be viewed during normal Trust working hours and is available on the Trust web site.
5. The Trust will not accept any liability for the cost incurred by the Supplier in complying with the Trust’s Health and Safety Policy. Any such costs shall be deemed to be included in the Supplier’s estimate or tender.
6. The Supplier is advised that the work in certain parts of the Trust involves activities which are potentially hazardous to health and safety unless appropriate precautions are taken. The areas where these activities take place, all of which are clearly indicated, should not therefore be entered by any one unless accompanied by an authorised employee of the Trust staff.
7. The Supplier shall provide all necessary safety equipment and protective clothing for his employees or agents as the case may be and shall ensure that such employees or agents so conduct their activities as not to prejudice the health or safety of personnel of the Purchaser or Supplier or of third parties on the Purchaser's premises. In particular, he shall ensure that such employees or agents at all times make use of any and all safety equipment and protective clothing which may be provided by the Purchaser or the Supplier for their use.

**12** **Hazardous Goods**

12.1 Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels, or markings. The Supplier shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

12.2 All information known, held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Trust.

**13** **Indemnity and Insurance**

1. Without prejudice to any rights or remedies of the Trust (including the Trust's right and remedies under Condition 7 hereof) the Supplier shall indemnify the Trust against all actions, suits, claims, demands, losses, charges, costs and expenses which the Trust may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Supplier.
2. The Supplier shall effect with a reputable insurance company a policy or polices of insurance covering all the matters which are the subject of indemnities under these conditions and shall at the request of the Trust produce relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

**14** **Recovery of Sums Due**

Whenever under the Order any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Order or under any other agreement or contract with the Trust or with any agency or representatives of the Board of Trustees.

**15 Assignment and Subcontracting**

15.1 The Supplier shall not without the written consent of the Trust assign the benefit or burden of the Order or any part thereof.

15.2 No subcontracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Order.

**16 The Supplier's Insolvency**

If the Supplier becomes insolvent or bankrupt or (being a company) makes an arrangement with the Supplier’s creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Trust may without replacing or reducing any other of the Trust's rights terminate the Contract with immediate effect by written notice to the Supplier or any person in whom the Contract may have become vested.

**17** **Notices**

Any notice given under or pursuant to the Order must be in writing which shall include facsimile transmission and electronic mail providing that the electronic mail is acknowledged and confirmed as being received. Any notice shall be deemed to have been served on the day when it would have been received by the addressee in normal business hours

**18** **Equal Opportunities**

The Supplier shall take all reasonable steps to secure the observance of the provision and scope of all current legislation with regard to Race Relations; Sex Discrimination; Disabled Persons Employment and Equal Pay for all servants, employees or agents of Supplier and all sub-contractors employed in the execution of the contract.

**19** **Corrupt Gifts**

In connection with this or any other Contract between the Supplier and the Trust the Supplier shall not give, provide, or offer to the Trust’s staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the Trust shall, without prejudice to any other rights the Trust may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

**20** **Headings**

The heading to Conditions shall not affect their interpretation.

**21** **Governing Law**

These Conditions shall be governed by and construed in accordance with English law and the Supplier hereby irrevocably submits to the jurisdiction of the English courts.

|  |  |
| --- | --- |
| |  | | --- | | Special Terms & Conditions | |

1. **Price**

Prior to award Tenderers will be required to hold firm the prices submitted in their offer to supply for 120 days, and no increase will be accepted prior to award of the contract. However, should changes in the market dictate a decrease in the cost of the products specified, the saving will be passed on to the Trust.

The Trust reserves the right to scale up or down the specification should the tendered prices submitted be either unaffordable or offer the Trust the ability to purchase an improved system should process be lower than anticipated.

Post award prices will be fixed as per the schedule of payments agreed at award of contract.

1. **Changes in the Technology Market**

The Trust reserves the right to review particular products between award of contract and installation should the technology market change significantly in that period.

1. **Timescale**

While every effort has been made to ensure that dates quoted within this document are accurate at the time of publication, there may be unforeseen circumstances that could lead to delays or the bringing forward of timescales. The Trust will ensure that the successful Tenderer is able work alongside the main contractor to agree appropriate timescales for installation and sufficient access at first and second fix periods.

1. **Conformance to Recognised Standards**

Notwithstanding the requirements of the specification which must be complied with at all times, where an appropriate British Standard Specification or Code of Practice, or European equivalent, is in force at the date of tender, or is amended, or comes into force during the contract period, the service supplied shall at least be in accordance with that standard.

1. **Tenderers are to Inform Themselves Fully**

On submitting an offer to supply in response to the ITT, it is the Tenderer’s responsibility to ensure they fully understand the requirement. Any site visits or pre-tender clarification which the Tenderer requires to assist with this can be organised through the authorised officer Staff detailed within Section A.

The Tenderer shall be deemed to have understood the nature and extent of the goods and services required and to have visited the sites and no claim may be founded on failure so to do. The Customers shall grant the Tenderer such access to the sites and relevant information as may be reasonable for this purpose.

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| --- |
| About the Tenderer |

**Company Name**

|  |
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|  |

**Company Address including main contact telephone number and e-mail address**

|  |
| --- |
|  |

**Address of Registered Office (if different from above)**

|  |
| --- |
|  |

**State the Company Registration Number**

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**Please nominate a lead contact people within your organisation empowered to represent the company in all dealings with the submission**

*Name, job title, workplace address, telephone number and e-mail address required*

|  |
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Selection Criteria

These questions are designed to select suppliers who have the required technical and professional ability and are of the required economic and financial standing. This section will also include elements of the specification which are mandatory pass / fail requirements.

**SC1) The goods to be supplied at least meet the minimum or essential requirements of the specification**

|  |
| --- |
| YES / NO – delete as appropriate |

**SC2) The Tenderer can fully comply with the deadlines for delivery and commissioning, or believes a good alternative proposal has been made**

|  |
| --- |
| YES / NO – delete as appropriate |

**SC3) Please confirm you are able to provide a demonstration of some of the system components if required. This may be at the school premises or an alternative site if more suitable.**

|  |
| --- |
| YES / NO – delete as appropriate |

**SC4) Please confirm you can provide, during the warranty period, an after sales service that is based upon a 3-day solution or better.**

|  |
| --- |
| YES / NO – delete as appropriate |

Award Criteria

The responses to the questions in this section along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system.

**OVERALL QUALITY WEIGHTING 25%**

**Further weighted as follows:**

**Quality/Technical Merit (30%)**

**AC1) Describe here how the product(s) meet or exceed the requirements of the technical specification.**

*Your answer should describe the technical specification of your proposed solution in comparison with the specification itself. Tenderers will need to provide details of products that match the technical elements listed in the specification provided.*

**(100 marks)**

|  |
| --- |
| Tenderer to complete. |

**Maintenance, on-going technical support or after sales service (10%)**

**AC2) Describe how your warranty and after sales service meet or exceed the requirements of the specification.**

*Your answer should include comment regarding the features and terms of any on-site warranty and service level support. This will include response time and ‘back up and running’ time, including loan equipment options. Include details regarding telephone-based support services.*

**(35 marks)**

|  |
| --- |
| Tenderer to complete. |

**AC3) Please describe your experience of collaborating with schools and other similar high-profile organisations.**

*Your answer should include examples of where you have collaborated with other schools or similar institutions to successfully deliver projects of a similar nature and quality within similar timescales. At least one of your examples should be included as a reference site in the section below.*

**(35 marks)**

|  |
| --- |
| Tenderer to complete. |

**AC4) The Trust sees this as an opportunity to build a solid working relationship with the successful Tenderer. Describe the partnership experience you can bring to the relationship.**

*Your answer should include comment regarding any added value you can offer the Trust*

**(30 marks)**

|  |
| --- |
| Tenderer to complete. |

**Design, functional characteristics, and aesthetics (20%)**

**AC5) Describe why the products you are proposing are suitable for use within a school environment, in keeping with a modern, forward-thinking ethos and the international reputation of the Trust.**

*Please detail any specific design elements that would be advantageous in a school environment.*

**(100 marks)**

|  |
| --- |
| Tenderer to complete. |

**Delivery or period of completion (40%)**

**AC6) Please describe your proposed timescales to ensure that the requirements of this tender are delivered in line with the timetable set out at the start of this document.**

**Should the Tenderer be unable to work within the specified timescales but believes an alternative plan may be acceptable to the Trust, please describe it here.**

*Your answer should demonstrate how and by when each stage of the process will take place.*

**(50 marks)**

|  |
| --- |
| Tenderer to complete. |

**AC7) Please describe your proposed approach to any deployment service as described within the specification.**

*Your answer should demonstrate how you will either directly or indirectly provide the service, and when it will take place. Tenderers who choose not to offer this service will score zero for this question.*

**(50 marks)**

|  |
| --- |
| Tenderer to complete. |

References

Please provide 2 references as part of your submission. The Trust will contact these referees if the Trust has not traded with you in the past. **At least one referee should be an organisation referred to in question AC3 above**. The information should include:

* Company/Organisation Name and Address.
* Details of goods and/or services provided by your organisation
* Contact Name and Job Title
* Telephone Number
* E-Mail Address

|  |
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| Referee #1 – Tenderer to complete   * Company/Organisation Name and Address. * Details of goods and/or services provided by your organisation * Contact Name and Job Title * Telephone Number * E-Mail Address |

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| Referee #2 – Tenderer to complete   * Company/Organisation Name and Address. * Details of goods and/or services provided by your organisation * Contact Name and Job Title * Telephone Number * E-Mail Address |

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| |  | | --- | | Pricing Schedule A |  Please complete the table below showing the price for each element of the project. Please note that the equipment may be purchased via a lease agreement. |

|  |  |  |
| --- | --- | --- |
| **Description** | | **Price** |
| Devices x 30 |  | £ |
| Devices x 50  **PLEASE PRICE THE PREFERRED SPEC** |  | £ |
| Devices x 335 |  | £ |
| Keyboard/covers for the 50 devices  *If not part of a bundle price above* |  | £ |
| Keyboard/covers for the 335 devices  *If not part of a bundle price above* |  | £ |
| Warranty – 3 year – 30 devices |  | £ |
| Warranty – 3 year – 50 devices |  | £ |
| Warranty – 3 year – 335 devices |  | £ |
| Other costs | *Fully describe here* | £ |
| **TOTAL COST** |  | **£** |

Prices to be held firm for a minimum of **120 days** unless otherwise stated.

The prices quoted in the offer shall remain throughout the period of the purchasing arrangement except where:

during the period of the contract the exchange rate of the pound sterling varies significantly, any alternation is made in the rate of taxes, customers or other duties affecting the goods specified, whether by the imposition of new taxes, tariffs or duties or the withdrawal or variation of the same, then an appropriate agreed allowance shall be made by the Trust or the Suppliers as the case may be.

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

|  |  |
| --- | --- |
| **For and on behalf of** |  |
| **Signed** |  |
| **Date** |  |
| **Position held** |  |

|  |  |
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| |  | | --- | | Pricing Schedule B |  Please complete the table below showing the price for each element of the project. Please note that the equipment may be purchased via a lease agreement. |

|  |  |  |
| --- | --- | --- |
| **Description** | | **Price** |
| Devices x 30 |  | £ |
| Devices x 50  **PLEASE PRICE THE ALTERNATIVE SPEC** |  | £ |
| Devices x 335 |  | £ |
| Keyboard/covers for the 50 devices  *If not part of a bundle price above* |  | £ |
| Keyboard/covers for the 335 devices  *If not part of a bundle price above* |  | £ |
| Warranty – 3 year – 30 devices |  | £ |
| Warranty – 3 year – 50 devices |  | £ |
| Warranty – 3 year – 335 devices |  | £ |
| Other costs | *Fully describe here* | £ |
| **TOTAL COST** |  | **£** |

Prices to be held firm for a minimum of **120 days** unless otherwise stated.

The prices quoted in the offer shall remain throughout the period of the purchasing arrangement except where:

during the period of the contract the exchange rate of the pound sterling varies significantly, any alternation is made in the rate of taxes, customers or other duties affecting the goods specified, whether by the imposition of new taxes, tariffs or duties or the withdrawal or variation of the same, then an appropriate agreed allowance shall be made by the Trust or the Suppliers as the case may be.

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

|  |  |
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| **For and on behalf of** |  |
| **Signed** |  |
| **Date** |  |
| **Position held** |  |

Schedule of Prices of Equipment A

Please provide a priced schedule of portable equipment.

**LIST OF EQUIPMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Description (make/model) | Quantity | Unit Price | Total Price |
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|  |  |  |  |
| *Do not subsume the costs of the warranty into these costs.* |  |  |  |
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| **Please include and price your proposal for Requirement B preferred spec – use Schedule B for the alternative spec** |  |  |  |
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| TOTAL – these figures should correspond with the figures on the pricing schedule |  |  | £ |

Schedule of Prices of Equipment B

Please provide a priced schedule of portable equipment.

**LIST OF EQUIPMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Description (make/model) | Quantity | Unit Price | Total Price |
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|  |  |  |  |
| *Do not subsume the costs of the warranty into these costs.* |  |  |  |
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| **Please include and price your proposal for Requirement B alternative spec** |  |  |  |
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| TOTAL – these figures should correspond with the figures on the pricing schedule |  |  | £ |