



A C A D E M Y

Invitation to Tender

FOR CATERING SERVICES

at

Querer Academy Trust

**Langley
Moat Road
Oldbury
B68 8ED**

**Great Barr
Wilderness Lane
Great Barr
B43 7SD**

Chief Executive: Dr Caroline Badyal

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SECTION 1

Invitation to Tender and Instructions to Contractors

1. Invitation to Tender

- 1.1 The Trustees of Quaerere Academy Trust are inviting you to tender for an agency basis contract for the provision of a fully managed catering service to Q3 Academy Great Barr and Q3 Academy Langley in accordance with the specification and requirements as described in this tender.
- 1.2 The Contract will be performed against relevant agreements and in accordance with the requirements of the Tender Documents.
- 1.3 Contractors must provide details of the arrangements they propose to make to carry out the requirements in the Tender Documents.
- 1.4 Should Contractors be in doubt as to the interpretation of any part of the Tender Documents, they should put their query in writing to the Authorised Officer, at least 7 days before the date fixed for the receipt of Tenders.
- 1.5 The Trust may change these instructions, but we will notify you if this happens.

2. Obligations of Contractors

- 2.1 In addition to any more specific obligations imposed by the Tender Documents, Contractors must satisfy the Trust of their ability to provide the Service set out.

3. Preparation of Tender

- 3.1 It is the responsibility of Contractors to obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders.
- 3.2 Information supplied by the Trust (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tenders. Contractors must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Trust for any inaccurate information obtained by Contractors. The Trust will not accept any liability or authorise any modification to the specification made necessary by the Contractor's failure to inspect locations prior to submitting their Tender.
- 3.3 All information supplied by the Trust in connection with this invitation to tender shall be regarded as confidential by the Contractor except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.
- 3.4 The Tender Documents submitted by the Contractor are and shall remain the property of the Trust.
- 3.5 Tenders must be submitted for the supply of all the requirements specified. Tenders for any part only of the Service will be rejected.

4. Collusive Tendering

Any Contractor who:

- 4.1 is found to have fixed or adjusted the amount of his/her Tender by or in accordance with any agreement or arrangement with any other person; or
- 4.2 communicates to any person other than the Trust the amount or approximate amount of his/her proposed Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a Contract Guarantee Bond; or
- 4.3 enters into any agreement or arrangement with any other person enabling the Contractor to refrain from tendering or submitting the amount of their Tender; or
 - 4.3.1 offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender shall (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Contractor may attract) be disqualified.

5. Canvassing

- 5.1 Any Contractor who directly or indirectly canvasses any Member or Officer of the Trust concerning the award of the contract for the provision of the service, or who directly or indirectly obtains or attempts to obtain information from any such Member or Officer concerning any other Tender or proposed Tender for the service will be disqualified from having his/her Tender considered.

6. General

- 6.1 Contractors are to submit their proposals incorporating all the points detailed in Section 5.

Trust contact is: Mrs Tracy Wootton (Authorised Officer).

All correspondence is to be sent to:

Mrs Tracy Wootton
Q3 Academy Great Barr
Wilderness Lane
Great Barr
Birmingham
B43 7SD

Tel: 0121 358 6186

Email: twootton@q3academy.org.uk

7. Form of Tender

- 7.1 The Tender should be made in the Form of Tender attached hereto. Documents should be signed by the Contractor and submitted in the manner and by the date and time stated below.
- 7.2 All documents requiring a signature must be signed:
- (a) where the Contractor is an individual, by that individual;
 - (b) where the Contractor is a partnership by two duly authorised partners;
 - (c) where the Contractor is a Contractor, by two Directors or by a Director and the Secretary of the Contractor, such persons being duly authorised for that purpose;
 - (d) where the Contractor is a Public Authority by an Authorised Officer of that Authority.
- 7.3 The following Tender Documents must be completed and submitted by the Contractor.
- 7.4 Any Tender not submitted in the form required or which omits any of the Tender Documents listed herein or which contains gaps or omissions may be rejected.

8. Tender Procedure

- 8.1 The indicative timetable for the procurement process is set out below:

Action	Date
Advert and contract notices placed	w/c 4 th December 2017
Deadline for the submission of Tenders	12 midday on Friday 19 th January 2018
Invitation to present detail	Monday 29 th January 2018
Contract Award Confirmed	February/March 2018
Start Date	August 2018

- 8.2 One set of tender documents should be delivered to the Trust, for the attention of 'Mrs Tracy Wootton, Deputy Finance Director, by no later than 12.00 pm on 19th January 2018.

Envelopes are to be marked with "Tender for the Supply of Catering Services" only.

The Trust will not bear any responsibility for the loss of any tender documentation

- 8.3 Tenders must not be qualified, except where permitted by the contract conditions, and must be submitted strictly in accordance with the Tender Documents. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. The Trust's decision on whether or not a Tender is acceptable will be final and the Contractor concerned will not be consulted.
- 8.4 The Trust will not consider requests for extension of the closing date and time specified in item 8.1 above.

8.5 The Trust may at its own absolute discretion extend the closing date and time specified in item 8.1 above.

9. KITCHEN VISITS

9.1 Tenderers can view both kitchens during the bidding stage if required. Visits can only be arranged by strict appointment only. To arrange an appointment the tenderer must contact the Authorised Officer at Trust on 0121 358 6186. Any further questions or clarifications following the visit must be raised via email or phone to Tracy Wootton (Authorised Officer)

10. Selection of Tender

10.1 The Tender Documentation is designed to provide Contractors with the opportunity to demonstrate to the Trust that they have the ability to provide the services and to demonstrate how they intend to carry out the Service.

10.2 Tenders will be evaluated having regard to the following main broad criteria (not necessarily specified in order of importance):

AWARD CRITERIA

Price	35%
Quality (Sub criteria below)	65%

Method Statements

Menus	20%
Dietary requirements	2%
Staffing	10%
Service implementation and transfer	6%
Procurement	10%
Marketing and communications	5%
Practical service issues	4%
Cleaning and washing up	3%
Complaints and compliments	5%
	<hr/>
	65%

10.3 Tenders will be examined by the Trust, and following verbal presentations by selected Contractors a tender may be accepted. The Trust is not bound to accept the lowest or any tender.

10.4 Tenders will be examined by the Trust, and following verbal presentations by selected Contractors a tender may be accepted. The Trust is not bound to accept the lowest or any tender.

10.5 The Trust reserves the right to seek further clarification on any tender from any Contractor prior to selecting a preferred Contractor.

10.6 The Trust will enter into post contract negotiations with the preferred Contractor prior to awarding the contract. References will be required.

11. Successful Contractor

11.1 The successful Contractor will be informed in writing and the Trust's written acceptance will form a binding agreement between the Trust and the successful Contractor.

12. Contract Commencement

12.1 4 August 2018, to allow for a lead-in period of four weeks, enabling the contractor to provide induction and training to employees.

13. Contract Period

13.1 Three years with the option for the Trust to extend this for a further 24 months. A six month review using Key Performance Indicators will be included to measure performance against the contract.

SECTION 2 - General Information

Location Details:

Q3 Academy Langley
Moat Road
Oldbury
B68 8ED

0121 516 7070

Q3 Academy Great Barr
Wilderness Lane
Great Barr
B43 7SD

0121 358 6186

Quaerere Academy Trust operates two academies, one in Great Barr and one in Langley, both within the borough of Sandwell. The Academies are ten miles apart and serve very different catchment areas.

Great Barr educates around 1,100 students between the ages of 11 to 19, this figure includes approximately 150 sixth form students.

Langley is a brand new start up Academy with 150 year 7 students when opened (September 2016), rising to 390 the second year (September 2017) and ultimately serving around 1,500 students, with a sixth form of around 300, once fully open.

Both Academies sit with the urban conurbation of Sandwell and draw students from across the borough and neighbouring boroughs.

At Great Barr there is a well-established trading company which operates the lettings and as a result there is extensive use of the academies indoor and outdoor facilities, we also extend to provide conferencing, parties and wedding receptions.

There is a possibility that further academies may be added to the estate in the future.

OUR VISION FOR LEARNING

Our educational philosophy is simple:

TO educate the whole child underpinned by Christian Values.

First and foremost we want every child to feel happy and excited about coming to school. Only when each child feels secure and comfortable can we challenge them to grow and learn together.

We want our students to return home telling their families of the memorable exciting learning experiences they have enjoyed. Experiences that make it easier to recall the detail necessary for exam success and experiences that develop their character as much as their academic potential.

Our passion is helping young people to flourish and become confident capable adults ready for the world ahead.

OUR ETHOS AND VALUES

Christian values will underpin all Academies within The Trust. We recognise the heritage of faith that has supported many schools throughout the country through the years. The Academy will build on this heritage to provide holistic education to enrich the learning experience of every student.

Spiritual and moral development is a powerful resource within a school's environment, reflecting the diversity of culture, ethnic background and experience in the local community. So what exactly is meant by 'spirituality'? The Office for Standards in Education (Ofsted) defines it this way:

"The development of a sense of identity, self worth, meaning and purpose. It is about the development of a student's 'spirit'. Some people may call it development of a student's 'soul', others as the development of 'personality' or character"

OUR VALUES

Within The Trust we are proud that our ethnically and culturally diverse community is fully represented by the students and staff at each Academy. The Q3 ethos; 'to seek that which is good, that which is right and that which is true,' fully embraces the fundamental British Values of democracy; the rule of law; individual liberty; mutual respect and tolerance of those of different faiths and beliefs.

These values, supported by our strong ethos, are embedded in our day-to-day practice and the relationships between all members of our school community. Additional activities that further promote British Values include:

- Tutor time and assemblies throughout the day;
- Student Voice activities;
- Personal, Social, Citizenship and Health Education programmes;
- Religious Education lessons;
- International activities such as the CCD Rainbow House initiative (annual visit by Q3 students and staff spending a week working with children in the orphanage);
- Classroom debates;
- After school clubs;
- Charity work;
- Sporting events;
- Educational visits and other Learning outside the Classroom;
- Academy Council;
- Pillars of Excellence;
- Student responsibility posts including; Junior Executive Team (JETS) and Prefects.

We use strategies within the curriculum and beyond to ensure these values are communicated and acted upon.

At the Academy our spiritual, moral, social and cultural (SMSC) education permeates through the curriculum, supports the development of the 'whole child' and includes the teaching and development of British Values.

Contractors are strongly urged to visit the Trust and catering facilities to find out more, and are referred to the Trust prospectus, Great Barr's 'Good' OfSTED Report, and Trust website:

Great Barr www.q3academy.org.uk
Langley www.q3langleys.org.uk

www.ofsted.gov.uk

2. Trust Numbers:

Please refer to the Trust calendar Appendix 1.

	Great Barr	Langley
Student Roll	1,100	153 rising to 1,500
6 th Form Students	150	0 rising to 300
Students entitled to Free School Meals (FSM)	13%	30%
Student Free School Meal take up	95%	95%
Student Free Meal Allowance	£2.10	£2.10
Staff	120	40
Daily Staff Duty Meal * Only to be charged if taken up by duty members of staff	£2.10	£2.10

3. Student Roll Numbers Forecast

	Great Barr	Langley
January 2018	1,130	390
January 2019	1,160	630
January 2020	1,190	870

4. Facilities:

- 4.1 Each Academy has one catering kitchen and one dining facility, which can also function as a main hall.
- 4.2 The two Academies operate lunch service in different ways. At Great Barr it is a traditional canteen approach, whilst at Langley a family dining style is adopted, more details can be found here <http://www.q3langley.org.uk/food-menu/>
- 4.3 At Great Barr, students queue in the dining facility and are directed to the servery by duty staff and prefects. At Langley the students sit at tables as directed by the duty staff.
- 4.4 As the dining room is dual purpose it is required for use after morning break from time to time. The Contractor will be expected to accommodate the Trust's need to use the dining area before or after mid-morning break, given appropriate notice.
- 4.5 All students are expected to remain on site throughout the day at both academies.
- 4.6 Cleanliness and tidiness of both dining areas is not the responsibility of the Contractor.

However, we do expect collaborative working to assist within this, between caretaking and cleaning staff

- Laying out and clearing away the furniture in the hall. Assistance from the Trust site staff is given after the main lunch service.
- Clearing debris, cleaning tables and chairs, spot mopping spillages and emptying bins.
- Ensuring the dining areas is clean and tidy for the Trust to use as and when required.

5. Free Meals:

5.1 Free Meals are currently operated in the following way:

- Great Barr – Operates a cashless system, students can pay money on their ID card and pay at the till within the dining area. Each FSM student has a daily FSM allowance allocated to their ID card each day at midday which is removed at 2.30pm.
- Langley – Operates a Family Lunch and payment is made using ParentPay, an online payment system. Free School Meals are allocated via Trustee software which links to ParentPay, each day the meal is charged to the student on Parent Pay and this is covered by the FSM allocation.

6. Future Developments:

6.1 The Trust is keen to continually improve the dining experience for the students and has identified the following areas that they would like contractors to consider in return for a three year (with potential to extend for a further 24 months) contract:

6.2 Additional capacity

Currently the existing capacity at Great Barr is under strain in trying to accommodate all students. The Trust would like contractors to consider how capacity might be increased by :-

The development of a covered area over the existing patio.

Development of homework clubs and other after school activities

6.3 The Trust currently has a contract due to expire within one year and may consider a partnership contracting approach in the future.

7. Open Evenings, Parents Evenings, INSET Days / Twilight INSET, Hospitality:

7.1 The Trust expects the Contractor to attend open evenings for new pupil entrants in Year 6 and the sixth form, and to promote Trust meals and future uptake by offering information and free samples to parents and future pupils. This would be provided by the Contractor free of charge as an opportunity for them to market their company, and increase future catering income.

7.2 The Trust may require the Contractor to provide additional catering services such as lunches for staff attending whole day In-Service Training (INSET), teas for twilight INSET and parents evenings, and hospitality for visitors and meetings. The Contractor would invoice the Trust for such services, at an agreed price per head depending on the service provided.

7.3 The contractor will be expected to provide catering for the sponsor's dinner and a year 7 sit down meal.

8. Community Lettings and Vending:

8.1 The Trust currently lets the facilities for use by community sports groups, adult education, individuals, businesses and external local community groups.

8.2 Community groups hiring the Trust's Grace Payne Aspire Centre (Great Barr) have access to a small kitchen area which does allow them to bring their own food and drink for service during their meetings or functions.

8.3 No access to the Trust's main catering kitchen is allowed for hirers of Trust facilities.

8.4 The Contractor will be expected to work alongside the Academy in providing a catering facility to outside hirers and will be given the opportunity to promote their catering service to external hirers of the Trust facilities. They may use the Trust kitchen to provide this service out of Trust hours. This will be subject to additional negotiations regarding indirect costs.

SECTION 3 - PERSONNEL

1. PERSONNEL

- 1.1 The successful Contractor shall conform to the Terms of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE). (Details below).
- 1.2 The following page represents a profile of the employees that are entitled to transfer under TUPE.
- 1.3 The tenderer is advised to seek independent professional advice on the consequence for him if he is the successful tenderer as to the tenderer's liabilities under the TUPE Regulations. In particular, the application of the TUPE Regulations could give rise to the following liabilities for both the outgoing provider and the successful tenderer:
- i) a requirement to consult with recognised Trade Unions or other employee representatives of any employees of the transferor or transferee who may be affected by the transfer;
 - ii) a requirement to maintain existing rates of pay and conditions of employment of employees (including provision of pensions); and
 - iii) a liability for unfair dismissal claims made by any employees dismissed prior to or post transfer which can be shown to have occurred by reason of the transfer.
- 1.4 In the event their tender submission is not made or is unsuccessful the Tenderers must destroy the Staffing Information supplied in the invitation to tender or if unable to securely destroy the Staffing Information return it to the Trust within 10 working days of receipt of notification from the Trust of the failure of our tender or decision not to submit a tender.
- 1.5 The Trust expects the successful Contractor to establish with the current Contractor the most viable method, which does not expose the Trust, the previous contractor or themselves in terms of employment transfer.
- 1.6 Contractors are asked to review employee pay rates and consider incentivised pay awards for the catering team.
- 1.7 As part of your submission you are asked to include a brief CV of your key support personnel who would be involved with the Trust, frequency they would visit the catering team and authorised officer and the purpose of the visit.
- 1.8 According to current understanding the following applies in relation to the existing catering staff employed immediately before the transfer of the catering services undertaking to the successful Contractor.
- 1.9 The Contractor shall:
- 1.9.1 Employ as identified for transfer by the existing Contractor those existing staff on their current rates of pay and conditions of service (including local conditions), as a minimum (with the exception of any criminal liabilities).
 - 1.9.2 Take over any collective agreement made on behalf of the employees concerned which is in force immediately before transfer and recognise any independent trade unions. If subsequently any adjustment is made to arrangements the Contractor shall be liable for any compensation including payments in respect of any continuous service of the employees concerned with the existing Contractor of the Trust or with any predecessor

1.9.3 employers.

1.9.4 Consult jointly as necessary together with the existing Contractor of the Trust (in advance) with any independent recognised Trade Union about the transfer of the undertaking allowing adequate time for consultation, such consideration to include:

- Notification that the transfer will take place, its approximate timing and the reasons.
- The legal, economic and social implications of the transfer for the affected staff.
- The proposed arrangements for running the Catering Service, particularly the staffing arrangements.

2. Pensions

2.1 The Contractor shall inform the Trust of which pension scheme the Employees are to be offered.-

- (a) membership of the Local Government Pension Scheme; or
- (b) membership of a good quality employer pension scheme, being a contracted-out final salary based defined benefit scheme, or a defined contribution scheme.
- (c) a stakeholder pension scheme under which the employer matches employee contributions if they had a right under the Code to one of these options prior to the transfer to the Contractor

Any expenses incurred by the Contractor in satisfying the necessary pension arrangements shall be at the Contractor's expense.

3. Pay Award

3.1 Annual pay awards will be the responsibility of the contractor. Management of minimum wage legislation will be the responsibility of the contractor.

4. Equal Pay Claim

4.1 There are no outstanding equal pay claims from current catering employees.

5. Employer Liability Claim

5.1 As far as the Trust are aware, there are no employer liability claims on the current contractor.

SECTION 4 - Catering Specification

1. CATERING SPECIFICATION:

- 1.1 The Contractor is required to make a business assessment of the market and present a proposal for the service, designed to maximise the customer base through the provision of a quality meals service, which meets the needs of the customers.
- 1.2 The Contractor will be required to provide a service consistent with the statutory requirements of a healthy diet for young people and ensure that the service is as cost effective as possible for the Trust.
- 1.3 The following menu, service and product specification should be used as guidance by the Contractor as to the Trusts requirements.

2. MENUS COMPILATION AND KEY REQUIREMENTS:

2.1 Key requirements are:

- 2.1.1 The Contractor must ensure the quality of food provided:
- Fresh
 - Locally produced
 - Seasonal
 - Organic when possible
 - Fair Trade when possible
 - Cooked from scratch
 - Minimal use of frozen products
 - Nutritionally balanced
 - Healthy
 - Meeting the requirements of the Schools Healthy eating policy
- 2.1.2 The Contractor must ensure the menu is:
- Age appropriate
 - Child friendly
 - Varied
 - Adhered to unless prior agreement of variation is obtained from the Trust.
- 2.1.3 The Contractor is responsible for food presentation that is:
- Prepared and presented to be accessible and appealing to children.
- 2.1.4 The Contractor must provide close and regular support of Trust based staff offering:
- Training
 - Advice and training in presentation of food and communication with children.
 - Ensuring an overall child focussed service.
- 2.1.5 The Contractor must co-operate with the Trust in linking provision to the curriculum e.g. displays, theme days, nutritional information etc.
- 2.1.6 The Contractor must reflect the Trust's ethos of sustainable procurement.
- 2.1.7 The Contractor must provide an affordable, 'value for money' catering service and enable the Trust to budget proactively for repairs and maintenance.
- 2.1.8 All menus must offer nutritionally balanced meals within the Government's food- based standards for Trust food, and comply with directives for healthier products and restricted or

- 2.1.9 banned products. Further information can be found here
<http://www.schoolfoodplan.com/actions/school-food-standards>.
- 2.1.10 The Contractor must seek to improve eating habits of young people by offering a service that meets or demonstrably is working towards the Government's Food Based Standards 2007 and 2008 Nutrient Based Standards for Trust Lunches: www.Trustfoodtrust.org.uk.
The National Trust Food Standards are made up of '2' main elements;
- Food based standards – define the foods and drinks that must be provided, those which are restricted and those which must not be provided
 - Nutrient based standards – apply only to Trust lunches. Setting out requirements for the amount of energy and '13' nutrients that must be in an average Trust lunch during a one to four week menu cycle
- 2.2 Contractors are asked to consider the specification above and show innovation and individuality to compile the menus that will be used at commencement of the contract.
- 2.3 Snacks and meals should not be repetitive during the day or week ensuring students are unable to purchase the same products for morning break and lunch. Promoting changes to diet by actively encouraging healthy eating and exposure to cultural diversity should be met by offering a variety of healthy foods from different cultural styles from other countries, as well as traditional foods from the United Kingdom.
- 2.4 The Trust acknowledges that meal deals will form part of the Contractor's offer and would wish that initially when less healthy options are offered they are combined within meal deals e.g. chips once a week and only with main course etc.
- 2.5 The range of foods for menus should be sourced locally where possible and prepared to also meet the Trust's Healthy Food & Nutrition Policy detailed below.
- 2.6 Future menus and sales ideas will need to be agreed with the Trust before implementation.

3. SERVICE & MENU REQUIREMENTS:

- 3.1 The Trust aspire to offer students a nutritionally balanced catering service including any vending provision by increasing the use of fresh, unprocessed, organic and local ingredients.
- 3.2 The Contractor must ensure that portion sizes are consistent. Appropriate portion control utensils should be used for this purpose. For all Trusts portion sizes for meals should be age appropriate and as minimum requirement, shall be detailed in the Government Nutritional Requirements as at the date of this contract. Should Government Nutritional Requirements for portion sizes be varied then the Contractor shall adopt the new requirements within 28 days of publication and the cost of any such variation will be taken into account at the next contract price review.
- 3.3 The Contractor must ensure that there is adequate food choice available throughout the service period to ensure that pupils at the end of the queue have a full meal and a choice of menu items but avoid wastage.
- 3.4 Throughout the service period the Contractor's staff must encourage pupils to try new items and help them with their food choices.
- 3.5 The Contractor must ensure that main course and puddings/desserts should complement each other in terms of textures, taste, and appeal to the target audience.
- 3.6 The Contractor must ensure that the menu cycle incorporates a wide selection of seasonal vegetables, preferably when available fresh, and frozen on occasion; the Contractor must also ensure that main meals have appropriate and varied vegetable accompaniments.

- 3.7 The Contractor must ensure that a variety of salad choices is available on a daily basis taking into consideration the seasonal availability of produce.
- 3.8 The Contractor must ensure that fresh fruit is available daily with consideration to the seasonal availability of products, and prepared with the manual dexterity of young pupils in mind to enable ease of eating.

4. Christmas and other Religious Festivals or Festive Occasions

- 4.1 The Contractor must provide the Trust with a traditional style Christmas Dinner (main course and dessert as a minimum). The date for this event should be arranged in consultation with the Trust. The offer of any type of festive meal should be made available to all pupils and adults in each Trust. For pupils, the charge for the festive meal by the Contractor must be the same as a standard meal.
- 4.1.1 The Contractor's price for an adult festive meal may be at variance to the standard adult meal price. Adult prices should reflect the choice of meal offered and the portion size.
- 4.2 An offer of an alternative meal must be made available by the Contractor for those pupils and adults who do not wish to participate. This option may be a cold meal provision pre-ordered in advance if necessary.
- 4.3 All festive meal arrangements must be discussed with the Trust and confirmed no less than 6 weeks in advance of the relevant date.

5. Special Diets

- 5.1 The Contractor should accommodate the needs and tastes of vegetarians, vegans, authenticated medical needs, and religious dietary needs. The Contractor should, whenever possible, provide these alternative diets within normal costs.
- 5.2 The Contractor must provide menus to meet medical and multi-cultural needs for children with severe physical and or learning disabilities will be required.
- 5.3 The Contractor must provide a mechanism to enable Parents and Trusts to inform the Contractor about the need for any special dietary requirements.
- 5.4 The Contractor must keep up to date records of all alternative diets for monitoring purposes.
- 5.5 The Contractor must ensure that all relevant personnel have documented knowledge and understanding of special dietary needs and religious food requirements commensurate with their job function.

6. Packed Lunches

- 6.1 At the request of the Trust staff a packed lunch provision for Trust trips must be provided by the Contractor.
- 6.2 The Trust should give the Contractor no less than 3 working days' notice for the requirement of packed lunches. Pupils bringing their own lunch must be allowed access to drinking water, jugs and cups by the Contractor, and should be allowed to sit with those purchasing a meal.
- 6.3 Contractors must confirm and demonstrate that over the term of the contract, starting from day one they will ensure
- Compliance with legislation relating to nutritional standards for secondary Trusts.

- At least 75% of meals will be made from raw basic ingredients such as fresh fruit, vegetables, meat, fish, cereals, flours, pulses and beans that provide good sources of calcium, folates, zinc and iron.
- An agreed percentage of foods will be sourced from the local region.
- A selection of meals provided to meet any special, dietary and/or religious requirements.
- An agreed and increasing percentage of foods will be sourced using Fairtrade products.
- Provide adequate craft training to enable employees to produce quality recipes more healthily and present them more attractively to customers.

7. SERVICE

MENU OFFER AT GREAT BARR

Breakfast provision:
08.00 – 08.45

- Currently offered by present contractor. The Trust would be willing to enter discussions to develop the catering offer through the provision of breakfast.

Morning break provision:
11.15 – 11.35

- Homemade Hot & Cold Snacks (low in sugar, fat and salt)
- Freshly made sandwiches, baguettes and wraps, choice of breads including wholemeal, wholegrain,
- Pre-Order 'Grab and Go' bags
- Selection of cold beverages including milk, fruit juice and free water
- Fresh Fruit & Yoghurt options

Lunch time provision:
12.35 – 14.05

- Variety of quality Homemade Hot Meal Deals
- Homemade Pasta – Deli -Salad Bar
- Homemade Soup & Roll
- Jacket Potatoes with homemade hot & cold fillings
- Pre-Order 'Grab and Go' bags
- Freshly made sandwiches, choice of breads
- Selection of homemade bakes
- Fresh Fruit & Yoghurt options
- Selection of cold beverages including milk, fruit juice and free water

After Trust provision:

- Not offered at present.
- Style of service to be agreed with successful contractor.
- Contractor must comply with Government Food Standards until 18.00.

7. SERVICE

MENU OFFER AT LANGLEY

Current Breakfast provision:

08.00 – 08.45

- Currently offered by present contractor. The Trust would be willing to enter discussions to develop the catering offer through the provision of breakfast.

Current Lunch time provision:

12.20 – 13.25

- Variety of quality Homemade Hot Meal Deals
- Selection of homemade bakes
- Fresh Fruit & Yoghurt options
- Selection of cold beverages including fruit squash and free water

After Trust provision:

- Not offered at present.
- Style of service to be agreed with successful contractor.
- Contractor must comply with Government Food Standards until 18.00.

8. PRODUCT SPECIFICATION:

Quality fresh bread	Fresh daily, low in salt, no preservatives, mixture of white, wholemeal and wholegrain flour
Quality fresh vegetables	Fresh daily, seasonal vegetables, free from pesticides and un- natural preservatives.
Quality fresh meat (including sausages)	Fresh not frozen, high grade meat from local quality assured butcher.
Quality fresh fish	To offer students fresh, unprocessed fish which may be freshly battered if offered fried (once per week only)
All soups, sauces and marinades	75% made in the kitchen, if purchased, to be free from additives, preservatives and be low in fat, sugar & salt.

9. EXCLUDED ADDITIVES:

The following list of additives have been highlighted by the Hyperactive Children's Support Group as contributors to hyperactivity in children and the Trust requests that they are excluded from all catering supplies at the Trust.

Colourings

E102 (tartrazine)
E104 (quinoline yellow)
E107 (yellow 2G)
E110 (sunset yellow)
E120 (cochineal)

E122 (carmoisine)
E123 (amaranth)

E124 (ponceau 4R)
E128 (red 2G)

E131 (patent blue V)
E132 (indigo carmine)
E133 (brilliant blue FCF)
E151 (black PN)
E154 (brown FK)
E155 (brown HT)

Flavouring/enhancers

E621 (monosodium glutamate)
E635 (sodium 5 – ribonucleotide)

Sweeteners

Aspartame
Acesulfame
Sodium saccharine

Preservatives

E211 (sodium benzoate)
E212 (potassium benzoate)
E213 (calcium benzoate)
E214 (ethyl 4 – hydroxybenzoate)
E215 (ethyl 4 – hydroxybenzoate sodium salt)
E216 (propyl 4 - hydroxybenzoate)
E217 (propyl 4 – hydroxybenzoate sodium salt)
E218 (methyl 4 - hydroxybenzoate)
E219 (methyl 4 – hydroxybenzoate sodium salt)
E220 (sulphur dioxide)
E221 (sodium sulphite)
E222 (sodium hydrogen sulphite)
E223 (sodium metabisulphite)
E224 (potassium metabisulphite)
E226 (calcium sulphite)
E227 (calcium hydrogen sulphite)
E250 (sodium nitrite)
E251 (sodium nitrate)

10. MENU PRICING:

Menus and prices should be accessible to all students, offering real value for money when compared to the high street and an entry price during all service times that is affordable to those with limited spending power.

Students shall be able to purchase hot and cold meal deals that include a two course lunch at the value of a Free Trust Meal.

The proposed pricing structure submitted in the tender will be used for the first 12-months of the contract. Any amendments after the first 12-months will need to be agreed with the Trust prior to implementation.

11. HEALTHY TRUSTS:

- 11.1 Quaerere Academy Trust would expect the Contractor to co-operate with initiatives to promote healthy eating amongst pupils and staff.
- 11.2 Quaerere Academy Trust complies with its obligations to ensure the health and well-being of its pupils and staff whilst at Trust, and is committed to improving the food, diet, health and physical activity of students and staff within the Trust environment.
- 11.3 As part of this commitment the Trust's Nutrition Policy incorporates Healthy Eating guidelines, and the Trust is keen to develop this further with the successful Contractor, and to identify and expand on current links between the Trust curriculum and the catering service provided.
- 11.4 The Trust's Nutrition policy is outlined below and the successful contractor will be encouraged to contribute towards the contents of this policy. The policy will form part of the Contract.

12. Responsibilities of Catering Service Provider:

- Actively encourage increased take up of fruit and vegetables
- to provide a range of foods consistent with national recommendations for the promotion of health and the prevention of nutrition-related diseases including obesity. Particular attention should be paid to ingredients rich in iron, folate, calcium and zinc .
- to ultimately provide a catering service that is 100% nutritionally beneficial to students and staff of the Trust.
- meet Dietary Reference Values appropriate to age in respect of meals.
- purchase 75% of raw ingredients from local suppliers such as butchers, greengrocers, bakeries, fishmongers, milkman and supermarkets etc.
- reduce fat content in all products purchased and prepared.
- minimise the frying of products and increase oven baking, grilling and steaming where possible
- trim all visible fat from meat
- provide low-fat dairy products
- ensure only vegetable origin fat/oil is used
- remove all Genetically Modified foods from the purchase chain
- ensure wholemeal and whole grain cereals and breads are provided alongside alternatives
- ensure wholemeal flour be incorporated in recipes and meals where appropriate
- reduce sugar in all recipes and wherever possible replace with fruit as a natural sweetening
- minimise the use of salt in the cooking process
- to provide any reasonable request that relates to special diets.
- the Contractor shall effectively train their catering employees to purchase, prepare and present foods to meet these responsibilities
- **The Trust and the Contractor agree to implement this policy from commencement date of the Catering Contract.**

Signed on Behalf of the Trust

Group Finance Director

Signed on behalf of the Catering Contractor

Director

Date of signing ____ / ____ / _____

13. DBS CHECK AND VETTING PROCEDURES:

The Contractor shall ensure that all current and new staff have Enhanced Disclosure and Barring Services clearance to work in Trust, including checking the Barred List for Children, and that as employers they comply with the current Vetting and Barring Procedures.

14. PROMOTIONS & MARKETING:

The Contractor shall ensure that the service is continually promoted to the customer and that the theme of all the marketing is based on balanced diets and healthy lifestyles.

The Contractor shall ensure that the daily provision is displayed in such a way as to promote the purchase of the healthier meals.

15. COMMUNICATION:

The Contractor shall develop a strategy for communicating with students, staff and the authorised officer, indicating different methods and frequency of such communication during the life of the contract.

The Contractor shall also demonstrate how the food service offer shall link into the Trust curriculum.

16. INSET AND HOSPITALITY:

Catering provision for In-Service Training days and meetings is currently provided by the Catering Department. The Trust will give the successful Contractor the opportunity to quote for all Hospitality from the start of the contract

17. CASH HANDLING:

The Contractor shall be responsible for all administration and banking of income associated with the catering service

18. QUALITY ASSURANCE:

The Contractor shall ensure that they audit their catering service a minimum of once a year to demonstrate that all legislation (including nutritional requirements) is being adhered to. The Contractor shall comply with any Government requirements to provide data as to the nutritional value of all meals.

The Contractor shall provide the Trust with documentary evidence of every audit.

19. ENVIRONMENT & FAIR TRADE:

Contractors are asked to provide relevant information from their Environmental Policy addressing *Food Miles* and *Local Produce* and detail what measures and procedures they propose to take with the Trust in this respect.

Any proposals to introduce and promote the use of Fair Trade products should also be provided.

20. ENVIRONMENTAL JET:

The Contractor should demonstrate commitment to sustainability and provide proposals for working together with The Environmental Jet to reduce energy and water consumption in the kitchen, and promote recycling of organic food waste as well as co-operating with current initiatives.

21. EFFICIENCY OF FOOD SERVICE:

The Contractor shall ensure that food is served in an efficient and friendly manner, so as to promote take-up by pupils and staff and to avoid the build-up of long queues. The Trust would

welcome suggestions for re-organisation of tills and serving hatches if necessary to achieve this.

24. CLEANING OF CATERING FACILITY:

The Contractor will be responsible for ensuring the catering facility is cleaned on a daily basis and complies with Environmental Health Regulations for standards of cleanliness.

Periodic deep cleans to ensure compliance with Environmental Health requirements will be undertaken by the Contractor as necessary and at least annually.

Responsibility for decoration and servicing / cleaning of internal pipework of extraction filter ducting remains with the Trust.

25. FINANCIAL GUARANTEE:

The Contractor shall offer the Trust a financial guarantee by maximising the catering income whilst at the same time minimising the financial risk.

26. INCOME REPORTING

All income is the responsibility of the Trust who operate cashless catering. The only exception to this is the provision of food to new year 7 students who are not initially set up on the cashless system. All such students will pay in cash and the contractor is expected to report takings to the finance departments at each academy on a daily basis.

26. EXPENDITURE REPORTING

All operating costs are required to be shown, indicating separately the following breakdown.

- (i) Food/Provisions - This cost must be shown net of all purchasing discounts. This is in order to evaluate on a like for like basis and is a requirement of the Contract.
- (ii) Labour, to include a breakdown of hours, rates of pay, Employer's N.I., Holiday Sickness allowance, training costs, other on costs, staff recruitment. Please also identify whether payroll cost (e.g. the actual cost of producing the payroll) is accounted for as a cost attributable to labour, or is shown below in professional services.
- (iii) Vending consumables
- (iv) Cleaning Materials
- (v) Protective clothing
- (vi) Sundry items
- (vii) Disposables
- (viii) Marketing
- (ix) Kitchen Deep Clean
- (x) Light equipment replacement
- (xi) Banking costs

- (xii) Professional services – H.R., Payroll, Management support, training
- (xiii) Other costs – vending machines rental, telephone installation and rental, equipment maintenance

27. INDIRECT COSTS

The Contractor is not required to budget for such indirect costs as premises maintenance, large item equipment replacement, energy, water, refuse and rates. Should the provision of catering services to external out of hours groups expand considerably, the Trust reserves the right to make a charge to recover costs for increased use of water, energy and refuse disposal during those times.

28. CASH AND NOTIONAL INCOME

Full details of cash register till receipts or other records are required for all transactions. It will be necessary to keep full records of other sources of income activity authorised by the Trust.

29. PERFORMANCE/INCENTIVE TARGETS

Contractors are asked to include a Performance/Incentive Target, which is designed to assist both parties in building a long-term partnership. This must be linked as a percentage to any improvement above agreed budgeted profits, taking into account repayment of any equipment investment by the contractor, and is subject to negotiation and agreement between the Contractor and the Trust prior to the start of the contract.

30. CONTRACT COSTS

All costs associated with the provision of the Catering Services at the Trust will be borne by the Contractor, excluding those detailed within **INDIRECT COSTS**.

31. SURPLUS

In the event of a surplus, there will be a share between the Contractor and the Trust in the ratio of 40:60, **excluding** any profit from internally supplied services.

SECTION 5 - FORM of TENDER

(Items for Inclusion with your submission)

SUBMISSION GUIDELINES

Contractors are instructed to complete their submission as requested in the 'Form of Tender' format.

- Any omissions will be marked accordingly during the evaluation process.
- Any additions to the 'form of tender' should be placed at the back of your submission as appendices.

FORM OF TENDER

ITEMS FOR INCLUSION WITH YOUR SUBMISSION

To: Group Finance Director at Quaerere Academy Trust

Having examined the Invitation to Tender and its accompanying documents, and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Conditions of Tender

I/We
of

hereby offer, subject to the conditions of Tender, to provide the service specified to Quaerere Academy Trust, Great Barr for:

Year One: £..... Profit/Fee to Trust	Year Two: £..... Profit/Fee to Trust	Year Three: £..... (subject to agreed Profit/Fee to Trust extension of contract)
---	---	---

hereby offer, subject to the conditions of Tender, to provide the service specified to Quaerere Academy Trust, Langley for:

Year One: £..... Profit/Fee to Trust	Year Two: £..... Profit/Fee to Trust	Year Three: £..... (subject to agreed Profit/Fee to Trust extension of contract)
---	---	---

If my/our Tender is accepted, I/We undertake forthwith to enter into a written agreement(s) with the Trust.

I/We further agree that this tender will remain open for consideration for a period of **12 weeks** from the closing date for return of Tender.

This Tender, together with your written acceptance thereof will form a binding agreement between us (subject to any mutually agreed amendments or adjustments).

The Trust will examine all tender documents and reserve the right not to accept the lowest or any tender.

The Tender if awarded will be awarded on an agency basis, which is deemed to strike the best balance between fulfilling the Trust's objectives and economic viability. The Trust's decision as to the invitation to tender, and the award of any subsequent contract(s) is final and no correspondence will be entered into, or reasons given, to unsuccessful applicants.

Signed (1) _____

Status _____

(2) _____

Status _____

(for and on behalf of) _____

Date _____

A. SUPPLIER QUESTIONNAIRE

TENDER REPLY FORM 1 - SUPPLIER QUESTIONNAIRE – STAGE 1 EVALUATION

The information disclosed in this questionnaire will be used during the evaluation process. Applicants will be assessed in respect of their Policies, Procedures and Financial Standing.

- * Please note that whenever used in this questionnaire, the term “Organisation” refers to a sole proprietor, partnership, incorporated company, co-operative, as appropriate, and the term “Officer” refers to any Director, Company Secretary, Partner, Associate or other person occupying a position of authority or responsibility within the Organisation.
- * Unless instructed otherwise when answering the questions, please give details that specifically relate to your Organisation, not to the whole of the group if your Organisation forms part of a group.
- * Please answer all questions as indicated, continuing on a separate sheet of paper if necessary. Each sheet and all supporting documents must be clearly marked with the numbers of the sections and questions to which they relate.
- * This questionnaire must be fully completed.

SUPPLIER QUESTIONNAIRE

Section A: Company Information

1	Name of firm/company	
2	Trading name if different from above	
3	Designated contact and job title	
4	Address for correspondence Inc website, telephone number and contact email address	
5	Registered Office (if different from above)	
6	Please specify whether your organisation is classed as a sole trader, partnership, limited company or other body	
7	Registration number and date of registration under the Companies Act 1985	
8	Date of company formation	

SUPPLIER QUESTIONNAIRE

9. If your organisation is a member of a group, please describe its relationship within the group (with a diagram if necessary)

10 If your organisation is a member of a group, please state the names and addresses of the ultimate holding company and all other subsidiaries

Holding Company:

Address:

Subsidiary:

Address:

(Please use additional sheets if required)

SUPPLIER QUESTIONNAIRE

Section B: Mandatory Exclusion

Important Notice:

In some circumstances the Trustees would be required by law to exclude you from participating further in the procurement process. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

11.	Has your organisation or directors or partner any other person who has the powers of representation, decision or control been convicted of any of the following offences?	Answer Yes / No
a	conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended)	
b	corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended)	
c	the offence of bribery;	
d	fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of?	
	(ii) the offence of cheating the Revenue	
	(iv) the offence of conspiracy	
	(vi) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
	(viii) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006	
	(x) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994	
	(xii) an offence in connection with taxation in the European Community within the meaning of Section 71 of the Criminal Justice Act 1993; or	
	(xiv) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	
e	money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007	
f	any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

SUPPLIER QUESTIONNAIRE

Section C: Contract/ Company Management Information

No.	Question	Response
12	Has your organisation been prosecuted for contravention of the Health & Safety at Work Act 1974 or any other related Health & Safety Legislation during the last three years or are you subject to a current prosecution?	YES / NO (delete as appropriate) If YES please give details:
13	Does your organisation have an H&S policy / strategy?	YES / NO (delete as appropriate) If YES please attach policy / strategy and state how implemented within your organisation If NO, please give details of how your organisation supports Health & Safety regulations
14	Do you comply with the legislation relating to Equality and Diversity?	YES / NO (delete as appropriate)
15	Does your company have a suitable policy in place to prevent acts of bribery in accordance with the Bribery Act 2010?	YES / NO (delete as appropriate) On Website? (Website details must be provided) If no, please explain why, detailing what internal systems are in place to prevent acts of bribery.
16	Please confirm that you have read and understood the requirements of TUPE in respect of this contract as provided in Appendix 3.	YES / NO (delete as appropriate)

SUPPLIER QUESTIONNAIRE

No.	Question	Response
17	Please enclose copies of all Audited accounts and annual reports for your organisation for the last two years as submitted to the Inland Revenue. Please ensure that you include the details as listed in the next box.	Tick to confirm inclusion of: Balance Sheet: Profit & loss OR Income & Expenditure accounts: Full notes to the accounts: Managing Partner's or Director's Report and audit report:
	Please state your annual turnover for the last two financial years	Year: Turnover: Year: Turnover:
18	The Trust requires confirmation that if awarded a contract your organisation will provide minimum insurance requirements. (Minimum £10 million public liability / £10 million employers liability required)	
Insurance Category	Please state maximum level of insurance	To comply with Trust requirements higher insurance may be required. Please mark if you are prepared to meet this cost
Public Indemnity	£10 million	YES / NO
Employers Indemnity	£10 million	YES/ NO

**** PLEASE EMAIL OR POST A COPY OF THE ABOVE INSURANCE CERTIFICATES WITH THIS COMPLETED QUESTIONNAIRE. ****

Confirm this is Enclosed: YES / NO

SUPPLIER QUESTIONNAIRE

When you have completed the questionnaire please ensure that: -

- You have **answered all** the questions
- You have **enclosed all** the documents requested
- You have **read and signed** the declaration below Please read and sign the following declaration.

I certify that the information supplied is, to the best of my knowledge, accurate and that I accept the conditions and undertaking requested in the questionnaire. I understand and accept that false information could result in the rejection of this application.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will empower the council to cancel any contract currently in force and will result in the rejection of our application.

NB. This undertaking is to be signed by a partner or authorised representatives in their own name on behalf of your Organisation.

Signed for and on behalf of the organisation: - Signed:

Position / Status within the organisation:

Organisation Name: Organisation

Address:

TENDER REPLY FORM 2

FORM OF TENDER AND CERTIFICATE OF NON - COLLUSION

To: The Chair of Trustees, Quaerere Academy Trust,

We, the undersigned (“the Tenderer”) having read the Invitation to Tender hereby offer to provide the supplies, services and or/works described at the prices stated in the attached Pricing Schedules and in accordance with all of the terms and conditions set out in the above mentioned documents.

We declare that all prices Tendered are inclusive of all costs except VAT.

We agree that any other terms or conditions or any general reservations which may be printed on any correspondence issued by us in connection with this Tender or any contract resulting there from shall not be applicable.

We agree that any contract, which may result from, this Tender is to be considered as subject to English law and the exclusive jurisdiction of the English Courts.

We certify that this is a bona fide Tender intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the notification of Tender results any of the following acts:

- a. communicate to any person other than the person calling for these Tenders the amount or approximate amount of the Tender, except where the disclosure, in confidence is necessary to obtain professional services required for the preparation of the Tender;
- b. enter into any agreement with any other person whereby he will refrain from Tendering or as to the amount of any Tender to be submitted;
- c. offer to pay or give or agree to pay any sum of money or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Tender for the proposed service any act or thing of the sort described above in contravention of the Bribery Act 2010.

Dated

Signature

Full name

in the capacity of

(state official position, e.g. Director) being a person duly authorised to sign Tenders for and on behalf of:

Tenderer’s name

A.1. Please provide a brief description of your Company and a client portfolio that is similar to Quaerere Academy Trust in terms of size (if possible) and demographic mix and has similar catering services to those proposed within your tender submission. (Please highlight any significant differences). Include a summary of your financial accounts and associated management reports for the last two full trading years.

B. If the applicant is a Company please confirm that the objects of the Company, as stated in the Memorandum of Association, cover the purposes for which this application relates.

YES / NO / NOT APPLICABLE

C. Insurance:
Details of Cover:

	Employers Liability Insurance:	Public Liability (Third Party) Insurance:
Name and Address of Insurer:		
Policy No:		
Expiry Date:		
Level of Cover:		

D. In the last 3 years, has any finding of unlawful racial discrimination been made against the applicant by any Court or Industrial Tribunal or has the applicant been the subject of formal investigation by the Commission for Racial Equality on the grounds of alleged unlawful discrimination? If yes give details and indicate what steps were taken by the applicant in consequence of that finding?

YES/NO

E. The Trust is under a statutory duty imposed by Section 71 of the Race Relations Act 1976 (and subsequent amendments) to make appropriate arrangements with a view to securing that its various functions are carried out with due regard to the need:

- a) to eliminate unlawful racial discrimination; and
- b) to promote equality of opportunity and good relations between persons of different racial groups.

The Arrangements, which the Trust has generally adopted, are as follows:

- i) that no job applicant or employee receives less favourable treatment than another on the grounds of race, colour or nationality;

- ii) that no job applicant or employee is placed at a disadvantage by requirements or conditions which have a disproportionately adverse effect on his/her ethnic group and which cannot be shown to be justifiable on grounds other than ethnicity;
- iii) that where appropriate and lawfully permissible, employees are given training and encouragement so as to promote and achieve equality of opportunity and good relations between persons of different racial groups;
- iv) that terms and/or provisions be included in agreements between the Trust and Contractors (relating to the supply of goods or the provision of services) to the effect that the Contractor agrees to adopt and comply with paragraphs (i), (ii) and (iii) of these Arrangements in respect of the Contractor's own workforce matters. In order to effect paragraph (iv) the Trust includes a term in the contract to adopt and comply with paragraphs (i), (ii) and (iii) of the arrangements set out above in relation to the Contractor's own workforce matters.

IS THE ABOVE SECTION (E) ACCEPTABLE TO THE CONTRACTOR? YES / NO

~ BUSINESS PLAN ~

The Contractor is required to make a business assessment of the market and present a business plan designed to maximise the customer base through the provision of a quality meals service, which meets the needs of students, staff and visitors. Contractors are asked to complete section F.

Food/provision costs must be shown to be net of all purchase discounts. Again, this is in order to evaluate the Contract on an on-going basis and any changes to unit purchase pricing must be agreed in writing with the Trust.

Contractors are asked to respond to each section of the Business Plan clearly and precisely completing templates where provided.

F - FINANCIAL GUARANTEE:

- F.1** Contractors are asked to complete the template for Budget / Summary September 2013 – July 2015, whilst considering the Trusts objectives of:
- Maximising the catering income whilst minimising the financial risk to the Trust.
 - Managing the catering service as a commercial business including all related expenditure cost including utilities.
 - Provide a nil cost or profit return to the Trust as a percentage of annual catering sales.

Please provide detailed notes for each income and expenditure line

F.1	Tender Price	Tender Price	Year 3 2020/21	Total
	Year 1 20018/19	Year 2 2019/20		

Income:

Student Cash Sales
Adult Cash Sales
Free Student Meals
Free Adult Meals
Vending
Hospitality

TOTAL INCOME

Provide a Breakdown of proposed costs in pence for £2.10 Meal Deal

Food costs pence Labour costs pence Overheads pence

EXPENDITURE:

Food/Beverage Cost
Labour costs (schedule M)
Vending consumables
Payroll, HR and Training
Advertising
Cleaning
Non foods/disposables
Marketing
Telephone
Insurance
Deep Cleaning
Capital Repayment (if applicable)
Uniforms
Light Equipment Replacement
Management Support costs

TOTAL EXPENDITURE

Estimated Annual Gross Profit (Total income less expenditure)

Guaranteed Tender Price to Trust	Year 1 20018/19	Year 2 2019/20	Year 3 2020/21	Total
Proposed % profit share to Trust				
Profit Share / annual cost				
Overall profit / cost				

G - MENUS AND SERVICE

G.1 The Contractor must state how they propose to meet the Trusts requirement for a nutritionally balanced catering service.

G.2 Please enclose copies of all menus and tariffs for all services that you propose to operate at the Trust from commencement of the contract.

G.3 Does the Contractor agree to meet the requirements of the Trusts Healthy Food and Nutrition Policy as detailed within the Tender Documentation?

YES/NO

G.4 Please complete **Food Service Improvement Plan** and include within your submission.

H - PROPOSED STAFFING STRUCTURE

H.1 Please complete this table of your proposed labour structure with all costs together a works and services schedule and brief CVs of your key personnel.

Labour Cost Analysis											
Position/Payroll No	DOB	Daily Hours Worked	Cont Service	Weekly Hours	HourlyRate	Weekly Wage	Paid Weeks	Holiday Weeks Entitlement	Annual Cost	Employer NI	Employer Pension

Unit Manager /
Chef Cook

Assistant Cook

Catering Asst

Catering Asst

Catering Asst

Catering Asst

Catering Asst

Catering Asst

NI

Pension

Salary Increase

Estimated Annual Cost

Confirm arrangements for:-

- The induction and training of new employees
- Refresher and updating training for employees in order to correct bad practice and develop craft skills.

H.2 Contractors must confirm what pension arrangements they will offer all employees and the contribution rates for employer and employee.

I - COMMUNICATION

- I.4** Please detail the frequency and structure behind each of the following visits,
- I.4.1** to supervise and develop the catering team
 - I.4.2** meet with authorised officer
 - I.4.3** meet with student focus groups

J - MARKETING STRATEGY

Please enclose your proposed marketing and promotion strategy that will assist you in achieving your business plan.

Please state how you propose to link the food service offer with the Trust curriculum.

K - FINANCIAL REPORTING

Please supply sample financial and management reports and invoice documents **in the format requested within the tender specification** for financial reporting requirements.

L - CONTRACT CONDITIONS

Does the Contractor accept the Contract Conditions as detailed within the Tender Documentation?

YES/NO

If *NO* please list specific condition('s) and proposed amendment('s) within your Tender Response.

Please Note:

ISSUES TO BE AGREED AT A LATER DATE

Following the selection, and appointment of a contractor, there will be a number of issues to be discussed and agreed. These will include:

List and details of Contractor's staff requiring access Approval of
Food Purchasing Policy
Agreement of menus Publication of
menus
Procedure for substitution of menus Trust
policies: Nut Free Policy
Trust policies: Food Policy
Deep Cleaning of furniture arrangements
Personal Hygiene Policy
CoSSH requirements and procedures
Cleaning rotas, days and high level cleaning arrangements Quality
Assurance Policy
Monitoring Schedule and Key Performance Indicators

This list is not exhaustive, and other issues are likely to arise as the partnership develops.

NO AMENDMENTS TO CONTRACT CONDITIONS WILL BE CONSIDERED PRIOR TO COMMENCEMENT OF THE CONTRACT, UNLESS DETAILED WITHIN THE APPLICANTS TENDER RESPONSE

SECTION 6 – Tender Appendices

APPENDIX 1

TRUST CALENDAR 2018/19

Start of Term	Re-open to pupils	Tuesday 4 th September
Half Term	Close Re-open	Friday 26 th October Mon 5 th November
End of Autumn Term	Close	Friday 14 th December
Start of Spring Term	Re-open	Monday 7 th January
Half Term	Close Re-open	Friday 15 th February Monday 25 th February
End of Spring Term	Close	Friday 12 th April
Start of Summer Term	Re-open	Monday 29 th April
May Day	Close	Monday 6 th May
Half Term	Close Re-open	Friday 24 rd May Monday 3 rd June
End of Summer Term	Close	Friday 26 th July

INSET Days as and when notified

APPENDIX 2

TRUST BEST VALUE STATEMENT

Introduction

The governing body is accountable for the way in which the Trust's resources are allocated to meet the objectives set out in the Trust's development plans. Trustees need to secure the best possible outcome for pupils, in the most efficient and effective way, at a reasonable cost. This will lead to continuous improvement in the Trust's achievements and services.

What Is Best Value?

Trustees apply the four principles of *best value*:

Challenge - Is the Trust's performance high enough? Why and how is a service provided? Do we still need it? Can it be delivered differently? What do parents want?

Compare - How does the Trust's pupil performance and financial performance compare with all Trusts? How does it compare with local Trusts? How does it compare with similar Trusts?

Consult - How does the Trust seek the views of stakeholders about the services the Trust provides?

Compete - How does the Trust secure efficient and effective services? Are services of appropriate quality and economic?

The Trustees' Approach

The Trustees and Trust managers apply the principles of *best value* when making decisions about:

- the allocation of resources to best promote the aims and values of the Trust.
- the targeting of resources to best improve standards and the quality of provision.
- the use of resources to best support the various educational needs of all pupils.

Trustees, and the Trust managers:

- make comparisons with other/similar Trusts using external data, e.g. RAISEonline, quality of teaching & learning, levels of expenditure;
- challenge proposals, examining them for effectiveness, efficiency, and cost, e.g. setting of annual pupil achievement targets;
- require suppliers to compete on grounds of cost, and quality/suitability of services/products/backup;
- consult individuals and organisations on quality/suitability of service we provide to parents and pupils, and services we receive from providers, e.g. assigned inspector, OFSTED.
-This will apply in particular to:
 - staffing structure
 - use of premises
 - use of resources
 - quality of teaching
 - quality of learning
 - purchasing
 - pupils' welfare
 - health and safety

Trustees and Trust managers monitor time and resources spent on investigating minor areas where improvements may be less cost effective.

Staffing

Trustees and Trust managers deploy staff to provide best value in terms of quality of teaching, quality of learning, teacher-pupil ratio, and curriculum management.

Use of Premises

Trustees and Trust managers consider the allocation and use of teaching areas, support areas and communal areas, to provide the best environment for teaching & learning, for support services, and for communal access to central resources.

Use of Resources

Trustees and Trust managers deploy equipment, materials and services to provide pupils and staff with resources which support quality of teaching and quality of learning.

Teaching

Trustees and Trust managers review, in accordance with the Trustees' Curriculum Policy, the quality of curriculum provision and quality of teaching, to provide parents and pupils with:

- a curriculum which meets the requirements of the Funding Agreement with the Secretary of State and the needs of pupils;
- teaching which builds on previous learning and has high expectations of children's achievement.

Learning

Trustees and Trust managers review the quality of children's learning, to provide teaching which enables children to seek to achieve the Trust's Vision and Aims.

Purchasing

Trustees and Trust managers continue with procedures for assessing need, and obtaining goods and services which provide "best value" in terms of suitability, efficiency, time, and cost. Measures already in place include:

- competitive tendering procedures (e.g. for goods and services above £5,000)
- procedures for accepting "best value" quotes, which are not necessarily the cheapest (e.g. suitability for purpose and quality of workmanship)
- procedures which minimise office time by the purchase of goods or services under £1,000 direct from known, reliable suppliers (e.g. stationery, small equipment)

Pupils' Welfare

Trustees and Trust managers review the quality of the Trust environment and the Trust ethos, in order to provide a supportive environment conducive to learning and recreation.

Health & Safety

Trustees and Trust managers review the quality of the Trust environment and equipment, carrying out risk assessments where appropriate, in order to provide a safe working environment for pupils, staff and visitors.

Managing Risks

Trustees maintain a register of risks and seek to minimise and manage them.

Monitoring

These areas will be monitored for best value in accordance with Trustees' policies and the Trust Development Plan.

Review

This policy will be reviewed annually as part of the Trustees' Policy Review Annual Plan

APPENDIX 3

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES

NOTE: The following Q3 Academy General Terms and Conditions shall apply to all purchase orders, unless otherwise specifically agreed in Writing by both parties:

Alternative terms and conditions may be applied for certain high value contracts, or for works or services contracts. These will be specified on the relevant Purchase Order or referred to in any applicable tender documents that are referred to on the Purchase Order

DEFINITIONS

In these General Terms and Conditions:

- 'Buyer' means Q3 Academy or the person named as such on the Purchase Order.
- 'Seller' means the person, firm or company named as Supplier on the Purchase Order.
- 'Goods' means all goods specified by the Purchase Order.
- 'Packages': includes bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- 'Purchase Order' means the Buyer's Purchase Order that specifies that these General Terms and Conditions apply to it, or to which these General Terms and Conditions are attached.
- 'Contract' means the contract between the Buyer and the Seller consisting of the Purchase Order, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order.
- 'Price' means the price of the Goods and /or charge for the Services.
- 'Services' means all services of whatever nature, to be provided by the Seller to the Buyer and described in the Contract.
- 'Writing' includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

CONDITIONS

The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services subject to these General Terms and Conditions and no variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both Buyer and Seller.

These General Terms and Conditions shall apply to the exclusion of any other term or condition submitted, proposed or stipulated by the Seller, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.

QUALITY

- The quantity, quality and description of the Goods and the Services shall comply in all respects with the specifications, drawings, samples and patterns specified in the Purchase Order, or any modifications thereof that may be agreed by the Buyer in Writing, and the Buyer shall not be liable for any costs arising from any deviation from the matters so specified in the Purchase Order
- Any specification, drawing, sample and pattern supplied by Buyer to Seller, or specifically produced by Seller for Buyer in connection with the Contract, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Buyer. On payment of the Price and for no further consideration Seller assigns to Buyer with full title guarantee all such copyright, design right and other intellectual property rights. Seller shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of Seller, or as is required for the purposes of the Contract.

- All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the rules of the Sale of Goods Act 1979, and the Supply of Goods and Services Act 1982, as applicable to the Contract and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.
- Buyer is under no obligation to test or inspect the Goods before or on delivery and, notwithstanding Clause 3.2, section 35 of the Sale of Goods Act 1979 shall not apply to the Contract.

DELIVERY

- Time of delivery of the Goods or performance of the Services is of the essence of the Contract.
- Seller shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labeling, and delivery of the Goods. Seller shall deliver the Goods properly and securely packed and supply the Services during the Buyer's usual business hours in accordance with the instructions shown on the Purchase Order.
- The Purchase Order will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or of provision of the Service or Services. Seller shall provide such programmes of manufacture and delivery as the Buyer may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order prominently displayed, and Buyer may reject quantities delivered in excess of those stated on the Purchase Order.
- If goods are in any respect incorrectly delivered the Seller shall immediately effect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- If Services are provided by Seller otherwise than in accordance with the terms of the Contract, Seller shall immediately effect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by Buyer or Seller in so doing.
- Buyer may reject any Goods which are not in accordance with the Contract and Buyer shall not be treated as having accepted any Goods until Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.

PRICE

- The Price, which shall include all charges for delivery to Buyer, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Contract and shall not be varied without prior written consent of the Buyer.
- The Buyer reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Buyer from the Seller.

TERMS OF PAYMENT

- Provided that a nominated employee has signed for Goods or Services in accordance with clause 11, Buyer will make payment to the Seller by the end of the month following that in which the relevant invoice is received or the relevant Goods or Services have been accepted by the Buyer, whichever is the later.
- VAT, where applicable, shall be shown separately on all invoices as a strictly net extra. The correct Purchase Order number must be quoted on all invoices, and the Buyer will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.

LOSS OR DAMAGE IN TRANSIT

- Seller shall promptly make good, free of charge to Buyer, any loss in transit of the Goods or any damage to or defect in the Goods if notified within 21 days of due delivery date or being delivered as is appropriate for the purpose of this clause.

INSPECTION

- The Seller shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Contract prior to delivery to the Buyer.
- The Buyer shall have the right to inspect the Goods at the Seller's works and those of its sub-contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Contract. The Seller shall ensure that rights of access, inspection and rejection at premises of sub-contractor of the Seller are given to the Buyer in sub-contracts between Seller and Seller's sub-contractors. Any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Seller or its sub contractors from any obligations or liabilities set forth in this Contract.

REJECTION

- Buyer shall have the right to reject any Goods or Services which do not comply with the Contract, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required (such purpose having been made known in Writing to the Seller) or non-compliant with a description or specification or sample, and Buyer may return such rejected Goods to the Seller at the Seller's cost and expense.
- If the Seller is unable to supply acceptable replacement Goods or Services within the time specified in the Contract, or within any extension of such time as Buyer may grant, Buyer will be entitled to purchase elsewhere other goods or services, as near as is practicable to the same Contract specifications and General Terms and Conditions as circumstances shall permit, but without prejudice to any other right which the Buyer may have against the Seller including, but not limited to, payment by the Seller of any excess costs incurred by the Buyer in doing so.
- The making of such payment shall not prejudice the Buyer's right of rejection and the Seller shall immediately reimburse the Buyer with an amount equal to that paid by the Buyer in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Buyer shall give the Seller reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Contract.

PACKAGES

- Packages and containers of all kinds are supplied free and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.
- Where the Buyer has an option to return Packages and does so, the Buyer will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Seller's supplying works or depot indicated by the Seller, and will advise the Seller of the date of dispatch. Packages returned promptly in the manner aforesaid shall be subject to an allowance at the Seller's standard rate operating at the time the Buyer issued the Purchase Order.
- Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- Where Goods are delivered by tank wagons these will be emptied and returned without undue delay.

PASSING PROPERTY

- Subject to Clause 11.2, property and risk in the Goods will remain with the Seller until the Goods

- are delivered to the place specified in the Purchase Order and a nominated employee of the Buyer has signed a delivery note for them, whereupon title will pass to the Buyer, without any limitation, constraint or encumbrance.
- If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract. In these circumstances Goods will be clearly identified as that of Buyer and title will pass to Buyer, without any limitation, constraint or encumbrance, when a nominated employee of Buyer signs an acceptance note. Seller will remain responsible for the safe keeping of Goods and for maintaining them in good condition in accordance with Purchase Order specification until Buyer collects them or until they are delivered to the place specified in Purchase Order.

RESPONSIBILITY FOR INFORMATION

- The Seller shall be responsible for any errors or omissions in any drawings, calculations, packaging details or other particulars supplied by him, whether such information has been approved by the Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in Writing by the Buyer.

VARIATIONS

- The Seller shall not vary any of the Goods or Services except as directed in Writing by the Buyer.
- The Buyer reserves the right by notice in Writing to modify the quality or quantity of the Goods or the nature of the Services

CANCELLATION

- Buyer giving Seller notice in Writing may cancel any Purchase Order at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for Buyer and is accepted as described in Clause 11. Buyer's liability is strictly limited to work in progress and no further loss or liability will accrue.

FREE-ISSUE MATERIALS

- Where the Buyer for the purposes of the Contract issues materials 'free of charge' to the Seller, such materials shall be and remain the property of the Buyer. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be advised to the Buyer and disposed of at the Buyer's discretion. Waste of such materials arising from bad workmanship or negligence of the Seller shall be replaced at the Seller's expense. Without prejudice to any other of the rights of the Buyer, the Seller shall deliver up such materials whether further processed or not to the Buyer on demand.

PURCHASE ORDER DOCUMENTS

- The Buyer will not be liable in respect of any Purchase Order(s) or delivery instructions other than those issued or confirmed on its official, duly authorised, Purchase Order documents.
- Terms and conditions specified on Purchase Order may not be varied except in Writing and signed by Buyer.

ASSIGNING AND SUB-CONTRACTING

- The Seller will not, without the written consent of the Buyer, assign or contract its right or duties under this Contract, nor allow any goods to be made elsewhere than in his own establishment, nor allow Services to be provided other than through his own employees and using his own equipment.
- In the event that the Buyer has consented to the placing of sub-contracts copies of each sub-contract and order shall be sent by the Seller to the Buyer immediately it is issued.

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 Seller, or an acceptance by the Buyer of a delivery is delayed or prevented for any reason beyond the reasonable control of either party the Buyer 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.

HAZARDOUS GOODS

- Hazardous Goods must be marked by the Seller 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 Seller shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labeling and carriage of hazardous Goods.
- All information known, held by, or reasonably available to, the Seller regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Buyer.

HEALTH AND SAFETY AT WORK

- 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.
- Building Work - Contracts involving structural alterations or maintenance to the fabric of any Q3 Academy 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 Q3 Academy Facilities Manager.
- Health & Safety during provision and delivery of Goods and, or Services - The Supplier shall comply at all times with the Q3 Academy safety policy and shall indemnify and keep the Q3 Academy indemnified against all liability incurred by the Q3 Academy for breach of its statutory obligations under the Health and Safety at Work Act 1974 or otherwise arising out of any failure by the Supplier so to comply.
- The Supplier shall be deemed to have notice of the Academy Safety Policy. The Academy Safety document may be viewed during normal Academy working hours and a copy is usually available upon application to the Academy Safety Officer.
- The Q3 Academy will not accept any liability for the cost incurred by the Supplier in complying with the Q3 Academy safety policy. Any such costs shall be deemed to be included in the Supplier's estimate or tender
- The Supplier is advised that the work of a number of the academic departments in the Q3 Academy 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 Q3 Academy staff who will arrange the provision of safety equipment where necessary.

PATENT RIGHTS

- The Seller will indemnify the Buyer against any claim or infringement of patents, designs, trade marks, service marks or copyright (whether any of the same are registered or not) arising from the use of the Goods or provision of Services supplied by the Seller to the Buyer and against all expenses, costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to the Seller having followed a design or

- instruction furnished or given by the Buyer. Provided also that this indemnity is conditional on the Buyer giving to the Seller notice in Writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting the Seller at the Seller's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.
- In the event of any claim for infringement the Buyer may (but shall not be obliged to) require the Seller at the Seller's expense to either procure for the Buyer the right to continue using the Goods or replace them with non-infringing Goods or modify the Goods or Service so they become non-infringing provided always that the standard and quality of the Goods or Service is not adversely affected.

WARRANTY

- Without prejudice to any rights that the Buyer may have to statute, common law or otherwise, the Seller shall as soon as reasonably practicable repair or replace all Goods and all Services which are or become defective during the period of 12 months from putting into service or 18 months from delivery whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, the Seller's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.
- The Buyer's rights and remedies under this condition shall be without prejudice to any other right or remedy, available to the Buyer.

INSURANCE AND INDEMNITY

- The Seller shall indemnify the Buyer against liabilities, damages, claims, costs, losses and expenses incurred or paid by the Buyer howsoever arising from any defect in the Goods or the Services of any breach by the Seller of its obligations hereunder or of any statutory duty or from any act or omission of the Seller's servants, agents or contractors.
- The Seller shall, if required by the Buyer, insure with a reputable insurance company its liabilities under this Contract for a minimum of two million pounds (£2,000,000) sterling per event and if so required at any time produce the policy of insurance and the receipt for the current premium to the Buyer for its inspection. The Seller agrees that any monies received by the Seller from the insurance company in full or part settlement of a claim arising out of this Contract and paid by or due to the Buyer shall be paid immediately to the Buyer without set-off or counter claim.
- Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Seller's liability and the Seller shall notwithstanding such limitation remain liable in full for the matters and to the extent not covered by the policy.
- The Seller will provide the buyer, before any goods are supplied or services undertaken, with a photocopy of all relevant insurance certificates

CONFIDENTIALITY

- All plans, drawings, designs or specifications supplied by the Buyer to the Seller shall remain the exclusive property of, and shall be returned to the Buyer on completion of the Contract and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Contract.
- No photographs of any of the Buyer's equipment, installations or property shall be taken without the Buyer's prior consent in Writing. The Seller shall keep secret and shall not divulge to any third party (except subcontractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Buyer in connection with the Contract or which becomes known to the Seller through his performance of the Contract or use the same other than for the purpose of executing the Contract.
- The Seller shall not mention the Buyer's name in connection with the Contract or disclose the

- existence of the Contract in any publicity material or other similar communication to third parties without the Buyer's prior consent in Writing.

COLLUSION

- If the Seller shall have offered, or given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward in relation to the contract, or any contract with the Buyer, the Buyer shall be entitled to terminate the contract and without prejudice to any accrued rights or remedies recover from the Seller the amount of loss resulting from such termination.

TERMINATION

- If the Seller commits any breach in the General Terms and Conditions of the Contract or if he shall die or become bankrupt or insolvent or having a receiving order made against him or being a company, enter into liquidation, whether compulsory or voluntarily (except for the purpose of amalgamation or reconstruction), or have an administrative receiver or a receiver appointed or an administration order made against or if execution is levied against the Sellers' Goods or assets, the Buyer may forthwith by Notice in Writing at any time, terminate the Contract, but such termination shall be without prejudice to any rights or remedies of the Buyer subsisting at the time thereof.

INTELLECTUAL PROPERTY RIGHTS

- If a member of Q3 Academy staff either intentionally or unintentionally contributes towards the development of any commercial enterprise, Q3 Academy shall be entitled (subject to negotiation between the Buyer and Seller) to a percentage of any ensuing Intellectual Property Rights.

GOVERNING LAW

- The construction, validity and performance of the Contract and these terms and conditions shall be governed and construed in accordance with English Law and the Seller hereby submits to the non-exclusive jurisdiction of the English Courts.

5.16.2 The Academy may consider accepting minor variations to its Conditions of Contract if the Academy assesses that the changes do not materially affect Academy requirements. The Academy retains the right to refuse or accept proposed variations, and to disqualify bidders who do not agree to the Academy's Terms & Conditions of purchase.

5.17 General

5.17.1 The Academy welcomes innovation from bidders that will cut whole life cycle cost or improve efficiency. Any such proposal should be clearly indicated in the appropriate part of the tender. If the proposal is significantly different from the standard tender, the bidder should consider submitting a separate and additional tender under the process described in paragraph 5.15 'Variant Bids'.

5.17.2 The Academy may need to visit clients (and their sites) of a bidder or a bidder's operational facilities.

5.17.3 Bidders should demonstrate their capability to address the whole package of requirements in their responses. However, the Academy may let a contract for only some of the requirement if in its economic interests.

5.17.4 If this Invitation to Tender refers to goods of a specific make or source or a particular process, or indicates trade marks, patents, types, or specific origins or production, the Academy may be prepared to accept an equivalent. However, the bidder is responsible for demonstrating that the alternative product is suitable for the task.

5.17.5 Any aspects of your proposal which are essential to the delivery of the service will be incorporated into the specification.