



Every Opportunity for Every Child

Alpha Trust

Provision of cleaning services

01 - Invitation to Tender

01 May 2025

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Overview

Introduction

- 1.1 The Alpha Trust is tendering for the provision of cleaning services across two of its sites. An overview of the contract is set out below.

Contract name	Contract for the provision of Cleaning Services to the Alpha Trust: <ul style="list-style-type: none"> Lot 1 – Colchester County High School for Girls Lot 2 – Manningtree High School and Sports Centre
Contract period	Three years with a possible extension of one year
Contract value	£780,000 (exc VAT)
Contact point	Mrs Vicky Carlin HR Manager and Business Administrator vcarlin@alphamat.org
Procedure	The Alpha Trust will be using an Open Procedure under the Procurement Act (2023).
Submission details	The closing date for the return of tenders is 12 noon on 10 June 2025. Please submit your response by email to procurement@alphamat.org in line with the instructions at Section 8 of this Invitation to Tender.

- 1.2 The Alpha Trust is seeking bids from Tenderers who are suitably qualified and experienced and have the capacity to fulfil our requirements as set out in this document and its associated schedules and appendices:

1.	Invitation to Tender
2.	Service specification
3.	Conditions of contract
4.	Response template
5.	Pricing schedule
6.	Form of tender
7.	Confidentiality undertaking
Appendices – Site Plans – Colchester County High School for Girls	
Appendices – Site Plans – Manningtree High School and Sports Centre	

- 1.3 Any contract awarded subsequent to this procurement process will be based on the above documentation, specifically including the Conditions of Contract.
- 1.4 Tenderers are required to complete and submit all information in accordance with the instructions at Section 8 of this Invitation to Tender. All tenderers must be registered on the Find a Tender website (www.gov.uk/find-tender) with up to date and accurate information before their tender is submitted.

Definitions

- 2.1 Key definitions of terms used in this documentation are as follows.

‘Alpha’ or ‘Alpha Trust’	The Alpha Trust, the contracting authority.
‘Contracting Authority’	The Alpha Trust, the entity with whom successful bidders will enter into a contract.
‘Contract’	The agreement between the Alpha Trust and the successful bidder, consisting of: <ul style="list-style-type: none"> • Service Specification (Document 2) • Conditions of Contract (Document 3) • Completed Response Template (Document 4) • Completed Pricing Schedule (Document 5) • Completed Form of Tender (Document 6) • Completed Confidentiality Undertaking (Document 7)
‘Invitation to tender (ITT)’	Invitation to tenderers to submit proposals under this procurement process.
‘School’	Academies within the Alpha Trust which are within the scope of the contract being tendered.
‘Supplier’	The tenderer awarded the contract to provide the services to the Alpha Trust.
‘Tenderer’	The organisations who submit proposals in response to this procurement process.
‘Tenders’	The proposals submitted by tenderers in response to this procurement process.

About the Alpha Trust

- 3.1 This Invitation to Tender is being issued by the Alpha Trust in order to award a contract for the provision of cleaning services across two of the Trust’s school sites. The contract will begin on 1 September 2025 and run for a three-year period with the option to extend for one year.



- 3.2 The Alpha Trust is a dynamic, innovative and highly successful Academy Trust. Our central belief is that the work we all do must ensure that our students are provided with every opportunity to enable them to achieve their best personal outcomes. All Alpha schools believe that every child can achieve the highest academic standards whilst also enjoying a vibrant, broad and balanced curriculum.
- 3.3 Our mission statement is “to provide all our children and young people with every opportunity to achieve excellent individual outcomes, both academic and personal; to be committed to advancing learner progress through ambition, challenge and inspiration in our teaching, learning and leadership; and to support our students as they build resilience, become proud of who they are, take on responsibilities and grow respect for others.”
- 3.4 Our vision is to ensure that all of our academies are at least ‘good’ and are committed to working to improve, whilst those academies which are currently ‘outstanding’ maintain their excellent standards and provision.
- 3.5 We have high expectations of all of our staff and students, and we expect contractors who work with us to understand and share those expectations. We are committed to ensuring that learning takes place in an orderly atmosphere of focused work and perseverance. As part of our commitment to creating centres of educational excellence and innovation, we are committed to ensuring that our children and young people have access to high-quality, well-resourced and well-maintained learning environments.
- 3.6 We are recognised as innovators, and we are committed to community leadership in relation to our sustainability practices. We have a programme to increase the use of renewable energy across our sites, including achieving full saturation of solar panels, and exploring other forms of renewable energy.
- 3.7 Further information about the Alpha Trust can be found on our website at www.alphamat.org.

Scope of the contract

- 4.1 The Alpha Trust currently has five schools, and the Trust is seeking a supplier who will work with the Trust to provide a clean and attractive environment for staff, students and visitors across two of its five sites. Both of the sites are secondary schools. The school sites must at all times meet health, safety and environmental standards appropriate to the site and its use, and the successful supplier must comply with the Trust’s policies and procedures.
- 4.2 The contract or contracts will commence on 1 September 2025 for an initial period of three years, with the opportunity to extend for a further period of one year at the discretion of the Board of Trustees. The contract is sub-divided into two lots, and tenderers are invited to bid for either or both of the lots.

Lot 1	Colchester County High School for Girls (CCHSG) Norman Way Colchester Essex CO3 3US Telephone: 01206 576973
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Lot 2	Manningtree High School (MHS) and Sports Centre Colchester Road Lawford Manningtree Essex CO11 2BW Telephone: 01206 392852
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- 4.3 The contract includes all cleaning provision within the school buildings, and for Lot 2 (Manningtree High School) also includes cleaning within the Sports Centre on the school site.
- 4.4 We are seeking suitably experienced suppliers who have:
- current experience of working within the secondary school or HE / FE marketplace or other similar types of establishment;
 - experience of work at similar types of contract value;
 - a strong operational base within the Essex area in order to enable adequate contract support and the operational flexibility that will be needed to deliver the contract as and when required;
 - an ability to demonstrate innovative ways of providing the service whilst taking into account environmental considerations;
 - an ability to understand the needs of the educational sector and to provide services so as not to interrupt the routine of the school sites.
- 4.5 Successful suppliers will be expected to deliver a concise and detailed method of management reporting in order to update the Trust's senior management team on the contract performance.
- 4.6 It is the view of the Alpha Trust that in the event of a transfer of staff, the Transfer of Undertakings (Protection of Employment) Regulations will apply. This is a preliminary view only and the applicability of the Regulations depends on the consideration of any proposal submitted. Tenderers should see further information about TUPE at Section 22 of this Invitation to Tender.

Contract value

- 5.1 The estimated lifetime contract value, based on the current costs, is set out below. However, the Alpha Trust believes that through improved equipment and innovation, and through the effective recruitment, training and supervision of cleaning staff, there is an opportunity for improvement. The Alpha Trust also believes that there are opportunities for economies of scale for tenderers bidding for both of the lots within the contract.

Lot	Current annual cost (ex VAT)	Estimated cost over four years
1 – Colchester County High School for Girls	£115,000	£460,000
2 – Manningtree High School and Sports Centre	£80,000	£320,000
	TOTAL	£780,000

The tendering process

Documentation and circulation list

- 6.1 A copy of the Invitation to Tender is available on Find a Tender. Other procurement documents including site plans are freely available by emailing vcarlin@alphamat.org. All communications relating to the procurement and responses to queries will also be made freely available through a circulation list. To request documents and join the circulation list, please send contact details by email to vcarlin@alphamat.org.

Indicative timetable

- 6.2 Tenderers must follow all tender instructions contained in this document. Please pay particular attention to the general tender conditions set out in this document.
- 6.3 Your fully completed tender document must be submitted by noon on 10 June 2025 in accordance with the instructions at Section 8 of this Invitation to Tender.
- 6.4 The Alpha Trust may, at its absolute discretion, extend the closing date and time. Tenderers will receive written notification of the change of return date and time. Tenders received after the deadline (or extension) will not be considered.
- 6.5 The indicative timetable for this tendering process is set out below. Please note, these dates are indicative and may be subject to change at any time during the tender process.

Documents made available from:	01 May 2025
Closing date for clarification questions:	12 noon on 23 May 2025
Closing date for the return of tenders:	12 noon on 10 June 2025
Contract award notice published:	26 June 2025
End of standstill period:	8 July 2025
Anticipated award date:	9 July 2025
Contract commencement date:	1 September 2025

Communication

- 7.1 Tenderers must direct all queries regarding the procurement process by email to vcarlin@alphamat.org. The Alpha Trust will not respond to any clarification questions received by any other method or in any other format. No verbal clarifications will be given and unauthorised communication with Alpha Trust staff may lead to disqualification of the tender. Your queries or clarifications may be shared with all bidders who join the circulation list as set out in paragraph 6.1.

- 7.2 The Alpha Trust will endeavour to answer all queries relating to the procurement process which are received by email in accordance with paragraph 7.1 above by 12 noon on 23 May 2025. This will allow the Trust to respond to the queries in advance of the Tender return date.

Response method

- 8.1 Tenderers must submit all documentation electronically as directed in this document. Tenderers should be explicit and comprehensive in their responses as this will be the only source of information on which responses will be evaluated. Tenderers should ensure that all questions are completed.
- 8.2 Tenderers should submit their responses in the format provided (MS Word). The Alpha Trust is not responsible for the compatibility of files submitted and issues accessing these files may impact a bidder's score.
- 8.3 Please refer to the document checklist at Section 12 of this Invitation to Tender for the items that need to be returned.
- 8.4 Tenderers should provide their response to this Invitation to Tender by email before the stated deadline. Responses should be submitted by email to procurement@alphamat.org. This is a secure, restricted-access inbox. Responses will not be accessed until after the closing date. Tender responses sent to any other inbox including the clarification inbox will be disregarded.

Procedure

- 9.1 The Alpha Trust is undertaking this procurement using an Open Procedure in accordance with the Procurement Act (2023).
- 9.2 All tenderers must be registered on the Find a Tender website with up to date and accurate information before the submission of their tender. Tenderers must provide a 'share code' generated by the Find a Tender website which will allow the Alpha Trust to check for mandatory and discretionary exclusion grounds before assessing tenders.
- 9.3 If a tenderer has a mandatory exclusion ground, they will be disqualified from this procurement process. If a tenderer has a discretionary exclusion ground, the Alpha Trust will assess the nature of the grounds before determining whether a tenderer should be disqualified. Tenderers that are disqualified following a discretionary exclusion ground will be informed of the Alpha Trust's decision and will be given the opportunity to self-cleanse before exclusion from the procurement process.
- 9.4 Tenders will be evaluated in two parts:
- The Conditions of Participation response will be evaluated first, which concerns tenderers' suitability and past performance.
 - If a return is evaluated to meet the Conditions of Participation, the rest of the tender response will then be evaluated with the overall score based on 40% quality and 60% price. This part of the evaluation will relate to how a tenderer will fulfil the requirements as set out in the tender documents.

Part 1 – Conditions of Participation

- 9.5 The Conditions of Participation element of the process will test tenderers' suitability to fulfil the requirements based on previous performance and experience. Tenderers must complete and

return all the sections / questions within the Conditions of Participation section of the Response Template document.

- 9.6 The Alpha Trust will evaluate Conditions of Participation in accordance with the scoring methodology set out in this document. Only tenders that meet the Conditions of Participation will proceed to Part 2 of the evaluation.

Part 2 – Award Criteria

- 9.7 Tenders that meet the Conditions of Participation at Part 1 will be fully evaluated in accordance with the award evaluation criteria and methodology set out in this document.

Award of Contract(s)

- 9.8 The final phase of the process is the formal award of a Contract to the successful tenderer and undertaking the necessary preparation for the commencement of the contract.
- 9.9 Unsuccessful tenderers will be notified by email and the Alpha Trust will provide feedback on the tenderers' submissions in accordance with the Procurement Act 2023.
- 9.10 The Alpha Trust will implement any required standstill period prior to contract award and contract signatures.

Evaluation

- 10.1 Tenders submitted will be evaluated in accordance with the approach set out in this document. The Alpha Trust will form an evaluation panel and may make use of professional advisers to inform their scoring should this be considered appropriate.
- 10.2 The overall scores for price and quality will be added together to give a total score out of 100. The consensus score of the evaluation panel will be the final score used for the calculation.

Evaluation of Part 1 – Conditions of Participation

- 10.3 Tenderers must complete all parts of the Conditions of Participation section of the Response Template document.
- 10.4 Tenderers may choose to self-certify information. The Alpha Trust may request further information in line with its due diligence processes and this may include the submission of additional documented evidence to support the responses. In addition, the Alpha Trust may contact references directly to verify any information provided in case studies.
- 10.5 Tenderers must provide evidence of financial standing by uploading their latest accounts (or similar) to the Find a Tender site and must note any requirements set out in this document regarding turnover and financial standing.
- 10.6 The Alpha Trust estimates this procurement opportunity based on best market valuation of an estimated annual contract value of £780,000. The Alpha Trust will assess tenderers' financial standing as outlined in the Conditions of Participation document and will reject any tender where the organisation is shown to not meet the minimum criteria stated.
- 10.7 All questions in the Conditions of Participation section will be evaluated on a Pass / Fail basis. To be considered for Part 2, returns must achieve a 'Pass' in all questions.
- 10.8 A failure to meet the minimum scoring threshold score will result in the submission being rejected by the Alpha Trust.

10.9 Responses to the questions must not exceed the word limit, if stated.

Evaluation of Part 2 – Award Criteria

10.10 Part 2 will consist of a fresh round of scoring based on tenderers' responses to the Award Criteria questionnaire section within the Response Template, relating to how the tender proposes to fulfil our requirements, as well as the price.

10.11 Part 2 responses will be scored in accordance with the weightings shown in Table A below.

10.12 If there is a maximum word count for a question set out in Table A, any words beyond the word limit will not be assessed by the evaluation panel.

Table A – Part 2 Award Criteria

Question	Criteria	Weightings	Max Word Count
1	Knowledge and experience	20%	2,000
2	Contract management	30%	2,000
3	Service delivery	30%	2,500
4	Risk management and mitigation	15%	1,500
5	Social value	5%	1,500
Total		100%	9,500

10.13 A template for Part 2 responses has been provided to potential tenderers at Document 04. Tenderers must provide their completed template as part of their submission. Tenderers may supplement their responses by referring to and providing supporting documentation (if applicable). Tenderers' responses will be used to inform the score in the evaluation process.

10.14 Tenderers should complete a Part 2 template response for each Lot they wish to bid for separately.

10.15 The score for Award Criteria questions will be calculated as follows:

- The Alpha Trust will score each tenderer out of five (5) for their submission in relation to each of the Award Criteria questions, adopting the scoring matrix set out in Table B.
- The weightings listed in Table A will then be applied to these scores to give an overall score for quality.

Table B – Scoring Matrix

Score Band	General Rationale	General Description
0	Response contains insufficient information to make a judgement and does not show a similar level of service	Wholly unsatisfactory
1	Response contains significant omissions, weaknesses or concerns, shows large gaps in service provision and communication	Unsatisfactory

2	Response contains some omissions, weaknesses or concerns, shows small gaps in service provision and communication	Cause for concern
3	Response indicates acceptable confirmation, experience or credibility and acceptable past performance/ Site visit shows acceptable performance etc	Acceptable
4	Response indicates significant and appropriate experience or credibility and good past performance, shows significant provision of services etc	Very Good
5	Response indicates significant and appropriate experience or credibility and excellent past performance, provides confirmation of services above and beyond the general requirement	Outstanding

10.16 Tenders must score a minimum of 3 (three) for each question evaluated. For the avoidance of doubt, a failure to meet this minimum scoring threshold score will result in a tender submission being rejected by the Trust.

Evaluation of Price

10.17 Tenderers must submit their prices using the Price Schedule provided in the Invitation to Tender. The Price Schedule must be completed in full and not adapted in any way.

10.18 When completing the evaluation of price, the Alpha Trust will calculate all tendered prices received from individual bidders and produce an overall mean price value, that is, the arithmetic average value bid across all compliant tenders received. For the avoidance of doubt, bids that do not meet the minimum requirements as set out in this document will be removed from the calculation of the average.

10.19 Each bidder will be automatically allocated an initial 30 points. Individual scores will then be allocated for each 1% the bidder's tender value was above or below the mean price received for all bids, as detailed in Table C below. The price score will be calculated to two decimal places.

Table C: Allocation of price scoring (above / below mean bid value)

Tendered value in relation to mean price	Point allocation	Maximum / minimum score
Below	1.2 points added for each 1% tender value submitted falls below the mean price	Maximum possible score available = 60
Above	1.2 points deducted for each 1% tender value submitted exceeds the mean price	Minimum possible score available = 0

10.20 In line with the principles set out in the Procurement Act (2023) the Alpha Trust may consider other costs as appropriate to establish the Most Advantageous Tender received.

10.21 In addition, the Alpha Trust may exclude bids assessed to be:

- Too low to be credible (subject to necessary assessments) or
- Any bid received that has been priced above 25% of the mean price of all bids received.

Award of Contract

- 11.1 The overall score will be calculated by adding together the weighted price and quality scores. The winning tender will be that with the highest overall score.
- 11.2 On satisfactory conclusion of the evaluation and due diligence assessment, the successful and unsuccessful tenderers will be notified in accordance with the Procurement Act (2023). The Alpha Trust intends to observe an eight (8) working day standstill period and the letters sent to tenderers will clearly detail when that period will start and end.
- 11.3 On conclusion of the standstill period, the Alpha Trust will write to all tenderers to confirm its intention to enter into a contract with the successful tenderer. The Contract will then be sent to the successful tenderer for signature.
- 11.4 Unsuccessful tenderers will be provided with an Assessment Summary, formatted as required by the Procurement Act (2023) and may request further feedback on why their tender was unsuccessful.

Document Checklist

- 12.1 Table D below shows the tender documentation enclosed with this Invitation to Tender, and the documents that you are required to return in your tender submission. Failure to submit these documents and respond to the on-line requirements may result in the Alpha Trust rejecting your tender.

Table D – Document Checklist

Document description		Enclosed	For return
1	Invitation to tender	Yes	No
2	Service specification	Yes	No
3	Conditions of contract	Yes	No
4	Response template: <ul style="list-style-type: none"> • Conditions of Participation • Award questions (one response per lot) 	Yes	Yes
5	Pricing schedule	Yes	Yes
6	Form of tender	Yes	Yes
7	Confidentiality undertaking	Yes	Yes ¹

¹ Please note that the Confidentiality Undertaking must be signed and returned by email to the clarification inbox vcarlin@alphamat.org before TUPE-related information can be released to prospective tenderers.

Terms of the Invitation to Tender

General

- 13.1 The key requirements of this Tender are set out in this Invitation to Tender and accompanying Tender Documents. Tenderers are requested to ensure they read all the documentation provided and raise any queries in accordance with the 'Communication' section of this Invitation to Tender document.
- 13.2 The offer made by a Tenderer in its tender submission shall remain valid for acceptance for a period of three (3) months from the closing date and may be extended by mutual agreement.
- 13.3 Tenderers shall ensure the accuracy and completeness of all information and attachments provided before submission. The Alpha Trust may seek further clarification on any relevant points but is not obliged to do so.
- 13.4 Failure to comply with any of the instructions contained in this document may result in your tender being excluded in its entirety.

Interpretation

- 13.5 Terms in these Instructions and Invitation to Tender have the same meanings as specified in the definition section of the Conditions of Contract that form part of these Tender Documents.
- 13.6 Any reference to a Tenderer includes any person employed by the Tenderer or acting on its behalf (whether with or without the Tenderer's knowledge).

Legal and Contracting Arrangements

- 14.1 Information supplied by the Alpha Trust as part of this procurement process is supplied in good faith, but no representation is given to its accuracy, completeness or sufficiency. Tenderers should carry out their own due diligence checks to verify the accuracy of any information provided and to assess the extent of the risks for which they are to assume responsibility in relation to this procurement process and under the terms of the Contract. No responsibility is accepted for any loss or damage, of whatever kind or howsoever caused, arising from the use by Tenderers of such information.
- 14.2 All information received by Tenderers shall be treated as confidential and in accordance with Data Protection legislation and only shared with those directly involved in preparation of the bid.
- 14.3 This Invitation to Tender does not purport to contain all the information that a Tenderer may require, and each Tenderer should carry out its own enquiries and / or undertake its own due diligence exercise to satisfy itself that it can fully respond to the questions raised in this Invitation to Tender and at any stage during the procurement process, and that it has sufficient resources to meet the requirements of the Contract.
- 14.4 No reliance may be placed on any information or statement contained in this Invitation to Tender and no representation or warranty, expressed or implied, is or will be in relation to such information.
- 14.5 Tenderers must ensure that they are fully familiar with the nature and extent of the obligations they are required to undertake if their bid is accepted.

- 14.6 Tenderers shall ensure that all information supplied to the Alpha Trust in support of their tender is accurate to the best of their knowledge at the time of submitting their bid. The Alpha Trust may seek further clarification on any relevant points but is not obliged to do so.
- 14.7 Tenderers shall note the nature of the transparency commitments for tenders and contracts and the scope of the Alpha Trust's ability to withhold material. Disclosable material is not different to that currently disclosable under Freedom of Information legislation, but Tenderers must understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information.
- 14.8 Tenderers are requested to clearly identify any documents they consider to be commercially sensitive even after the conclusion of the Tender and shall indicate the period of which such sensitivity or confidentiality applies.
- 14.9 The Goods/Services/Works to be provided as a result of this procurement will be subject to all Data Protection Legislation.
- 14.10 Every tender received by the Alpha Trust shall be deemed to be subject to the terms of this Invitation to Tender which form part of these Tender Documents.
- 14.11 The Procurement Documents supplied to Tenderers are and shall remain the intellectual property of the Alpha Trust. If no Tender is submitted, any documents downloaded must be deleted.
- 14.12 The Alpha Trust may reproduce the whole or any portion of submitted tenders for the purpose of tender evaluation.
- 14.13 The Alpha Trust will not be responsible, nor will it pay for any expenses or loss which may be incurred by Tenderers in the preparation of their tender, or any other aspect of the tender process.
- 14.14 Where a Tender is being submitted by a Consortium, while the Alpha Trust does not stipulate the form any business relationship between those submitting such a tender, it reserves the right to consider the formality and details of the relationship as part of its evaluation process.
- 14.15 The Alpha Trust does not have a preference for the business model used to deliver this Service; however, if more than one organisation is involved in a submission, this must be clearly stated within the Tender Documentation submitted. On request, each individual Consortium or Partnership member may be required to complete and submit the full Selection Questionnaire individually at any time during the procurement process.
- 14.16 Tenderers are not permitted to make any public announcements about this procurement during the tender process unless they have received the express prior written approval of the Alpha Trust.
- 14.17 The Alpha Trust may, at its sole discretion, terminate the tendering process at any time. If such action is taken, Tenderers will be notified via email.
- 14.18 The Alpha Trust is not bound to make any award of Contract. It may award the Contract to the Most Advantageous Tender (MAT) and does not bind itself to accept the lowest offer.
- 14.19 Any documents that require a signature can be submitted in the following manner:
- a) By inserting a scanned signature onto the documents and submitting them by email.
 - b) By printing off the documents, signing them and scanning the signed form and adding this as an attachment to the submitted Tender response.

- c) Where attachments are included, Tenderers shall title the document with the name of the document followed by your company name: i.e. Question 1 Response – Ltd Company.

14.20 Where indicated, the documents shall be signed where the Tenderer is:

- a) An individual sole trader, by that individual sole trader.
- b) A partnership, by two duly authorised partners.
- c) A company, by two directors or director and the secretary of the company, such persons being duly authorised for that purpose.
- d) A charity or voluntary organisation, by two duly authorised representatives of that organisation.
- e) A Consortium, by two authorised organisation representatives, with the Lead Organisation noted as the first signatory: or,
- f) Where two or more organisations bid as a consortium with the intention that should their joint bid be accepted, they may be requested to incorporate all or part of their undertakings into a newly incorporated entity in order to deliver the goods/services required by the Alpha Trust. Any newly incorporated entity will be deemed to be bound by the terms of the tender as if it had submitted it in its own name.

14.21 Any documents submitted by e-mail will be deemed to have been signed electronically within the meaning of the Electronic Communications Act 2000 or any future legislation.

14.22 A legally binding Contract will be created on the date the Alpha Trust notifies the successful Tenderer in writing of the acceptance by the Alpha Trust of the Tenderer's tender submission (the letter of acceptance) and until the successful Tenderer executes the Contract in accordance with the Alpha Trust's requirements, the terms of the Contract shall be binding on the Contractor as set out in the Form of Tender.

Whistleblowing

15.1 If a Tenderer spots any form of inappropriate conduct, you can notify the Alpha Trust using our Whistleblowing Policy which can be downloaded from the [Alpha Trust website](#).

15.2 Tenderers can raise concerns whether you have evidence, or suspect, that inappropriate conduct is happening between staff and / or tenderers. This may include:

- Corruption
- Collusion
- Fraud
- Abuse of a position

Amendments to Tender Documents

16.1 The Alpha Trust reserves the right to make changes to the Tender Documents as required. If changes are required, notification will be sent to all prospective Tenderers that the document has been amended together with information about the nature of the amendment and a copy of the revised documentation.

16.2 If a prospective Tenderer makes an amendment to a submitted tender, the revised version of the submitted tender must be provided by before the due date and time. Revised tenders will not be accepted if submitted once this date and time has passed.

- 16.3 Tenderers are requested not to make any changes or deletions to the Tender Documents. Any changes or deletions made to the Tender Documents will be disregarded and will not form part of the Contract.
- 16.4 The Tenderer will be informed by the Alpha Trust of any mathematical errors found in the examination of the submitted tender. The Tenderer may then:
- a) Confirm submitted prices without amendment;
 - b) Withdraw the tender;
 - c) Amend the tender to correct any genuine arithmetic errors apparent on the face of the document, providing that in this case, apart from these genuine errors no other adjustment, revision or qualification is made;
 - d) Act as directed by the Alpha Trust in applicable circumstances as otherwise provided for in the Procurement Act (2023).

Rejection of Tenders

- 17.1 The Alpha Trust may reject a Tender if any of the following occur:
- a) The Conditions of Participation and / or Tender is qualified in any way, unless the qualification has been previously agreed with the Alpha Trust.
 - b) The Conditions of Participation and / or Tender is not submitted in accordance with the instructions set out in this document or if anything is omitted or is incorrectly completed.
 - c) The Conditions of Participation and / or Tender is not submitted on the forms provided or in the format requested.
 - d) The Tenderer acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation).
 - e) The Tenderer alters or seeks to alter the Tender Documents in any way or misrepresents itself in terms of any previous information provided.

Confidentiality

- 18.1 The Tender Documents and supporting information issued by the Alpha Trust relating to this tender opportunity shall be treated by Tenderers as confidential, for use only in connection with this Tender and resulting Contract.
- 18.2 No information shall be disclosed, in whole or in part, to any third party without the prior written consent of the Alpha Trust.

Pricing

- 19.1 When pricing their Tender, Tenderers must consider all parts of the Tender Documents, in particular the Contract Conditions, the Service Specification, the TUPE information (if applicable), the Key Performance Indicators and all other schedules or appendices.
- 19.2 Tenderers shall ensure all costs pertaining to their Tender are clearly stated within the Pricing Schedule prior to submitting their tender. Tenderers must include a separate document setting out the assumptions they have made for pricing the contract and what mechanism they have used to justify any increase and attach this alongside the completed Pricing Schedule.
- 19.3 The submitted Pricing Schedule should reflect how the Tenderer's organisation can deliver an effective, value for money model, including evidence of added value offered.

- 19.4 In completing the Pricing Document, Tenderers shall ensure that the rates submitted are inclusive of all costs associated with delivering the service, including but not limited to:
- Travel and mileage costs.
 - Management costs within the Service including training, legal and Quality Assurance costs.
 - Pay and National Insurance costs and Pension Contributions.
 - Corporate overheads and any other appropriate costs associated with management and delivery of the Service.
 - TUPE implications (as applicable).
 - The cost of any Bonds.
 - All consumables associated with the delivery of the Service.
- 19.5 Before submitting their tenders, Tenderers shall have satisfied themselves as to the accuracy of the prices detailed in their tender which shall cover all their obligations to provide the Service under the terms of the Contract. All prices tendered shall be exclusive of VAT.
- 19.6 At Evaluation Stage, the Alpha Trust may seek clarification of a Tenderer's financial submission. All communication will be made by e-mail.
- 19.7 The Alpha Trust reserves the right to undertake detailed financial checks on potential providers and a report from the Alpha Trust's business / credit analysts may be obtained as part of the Alpha Trust's financial assessment of risk. The information requested will be used to assess whether an organisation has sufficient financial standing and capacity, and is a sufficiently low risk, to undertake the service.

Conflicts of Interest

- 20.1 Tenderers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Procurement Act (2023)) exist between themselves and the Alpha Trust or its advisers. Tenderers must notify the Alpha Trust immediately of any actual, potential or perceived conflict of interest.
- 20.2 In the event of any actual, potential or perceived conflict of interest, the Alpha Trust shall in its absolute discretion decide on the appropriate course of action. The Alpha Trust reserves the right to:
- a) exclude any tenderer that fails to notify the Alpha Trust of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
 - b) request further information from any tenderer and require any tenderer to take reasonable steps to mitigate a conflict of interest. This may include requiring any tenderer to enter into a specific conflict of interest agreement with the Alpha Trust. Failure to do so may result in the tenderer being excluded from participating in, or progressing as part of, the procurement process.
- 20.3 The Alpha Trust strongly encourages tenderers to contact the Alpha Trust as soon as possible by e-mail should it have any concerns regarding actual, potential or perceived conflicts of interest.

Payment and invoicing

- 21.1 Once a contract is in place, the Alpha Trust will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the



Alpha Trust must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

- 21.2 General requirements for an invoice for the Alpha Trust include that a description of the goods / services supplied, and the Alpha Trust's Purchase Order number is included.

TUPE: Transfer of Undertakings (Protection of Employment) Regulations 2006

- 22.1 If the current Provider(s) for the Services connected with this Tender opportunity have deemed that the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended by the Collective Redundancies & Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 may apply to the delivery of this Service, Tenderers must adhere to the following instructions.
- 22.2 Details of staff that have been identified to transfer together with other relevant information required to assist potential Tenderers to price their bids will only be released to Tenderers on completion of the 'Confidentiality Undertaking' document. Tenderers are required to destroy the information once used for the purpose of submitting their Tender.
- 22.3 Tenderers are asked to note that due to Data Protection requirements, the Alpha Trust is restricted in the amount of detail it is able to provide at this time. The information supplied is the maximum allowed at this time. Any other information will be supplied as part of due diligence upon contract award in accordance with statutory obligations.
- 22.4 Please note that the Alpha Trust is not responsible for, nor does it warrant the accuracy and fullness of this information. The responsibility lies with Tenderers to verify the information.
- 22.5 In relation to Colchester County High School for Girls, the Alpha Trust is unable to deal with any queries regarding this information; these can be addressed to the incumbent Providers after Contract award, who are obliged to provide the relevant information to the new Provider(s) at least fourteen (14) days before the transfer of the Service.
- 22.6 Cleaning services at Manningtree High School are currently delivered in house and the Alpha Trust can provide relevant information in relation to Manningtree High School. Any contractor bidding successful for this lot will be required to secure pension protection for each transferring employee.
- 22.6 Tenderers are advised to seek their own professional advice regarding the information supplied and the application or otherwise of TUPE.