

INGLEBY MANOR FREE SCHOOL



INVITATION TO TENDER

**for the provision of
Site Cleaning and Waste**

Contract Reference: IMFS/Cleaning

SECTION 1

INSTRUCTIONS FOR TENDER COMPLETION

General Information

Delta Academies Trust (DAT) wish to appoint experienced cleaning contractors for the provision of cleaning services at the site of our **Ingleby Manor Free School, Welwyn Rd, Stockton-on-Tees, Thornaby, Yarm TS17 0FA**.

1. Due Date and Time

Tenders must be received by no later than 12.00 p.m. on Monday 20 October 2025. Tenders received after the date and time stated will be considered invalid.

2. Tender Procedures

Tenders must be submitted electronically to Tenders@deltatrust.org.uk with **IMFS/Cleaning** in the heading and is to be received no later than 12.00 p.m. on Monday 20 October 2025..

Please note that tenders received after the closing date will be rejected.

3. Tender Completion

Tenders must be submitted in the English Language. All supporting information, including financial accounts, must also be submitted in English. VAT where applicable, shall be shown separately as a strictly net extra charge.

Tenderers are invited to supply any additional information, as part of their submission, which may assist in selection of a solution which is least damaging to the environment whilst providing best value for money on a whole-life costing basis.

4. Tender Queries

Any queries relating to this tender should be raised as soon as possible and no later than 7 days prior to the closing date.

You are reminded that any representation to the Client regarding prior submission of proposals and during the evaluation period shall only be made through the Client's Contact Point.

The Client's Named Contact Point for the procurement is:

Mark Willett
Director of Facilities
Delta Academies Trust
Education House
Spawd Bone Lane
Knottingley
West Yorkshire
WF11 0EP

5. Non-Compliant Bids

Any bids which do not comply with the instructions given in this document will not be considered. However, tenderers wishing to submit an alternative proposal with full supporting information may do so provided that this alternative proposal is included as an Appendix to the main submission for consideration on merit.

6. Conditions of Contract

The Standard Conditions of Contract, included as part of the tender documents, outline the general basis upon which the Contract will operate. The contract terms of the institution, which is awarding the contract will apply. Where there are references variously to goods and services in the Standard Conditions, it is acknowledged that certain clauses will be relevant to contracts for goods, and other clauses will be relevant to the provision of Services. The Special Conditions of Contract & Instructions to Tenderers supplement the Standard Conditions and are part of this Contract.

7. Validity

The Contractor's offer shall be left open for acceptance or non-acceptance for a period of 90 days from the Closing Date for the receipt of proposals referred to in the Schedule of Requirements.

8. Contract Award

In evaluating the tender, we will seek the most economically advantageous offers having regard to the following:

Mandatory Criteria:

- **Acceptance of the Client's Terms and Conditions of Contract**
- **DBS Checks (see details in section 3)**
- **BICSc Training – Supervisors & Site Managers (see details in section 3)**
- **BICSc Training – Frontline Cleaning Staff (see details in section 3)**

Award criteria:

- **Price – 40%**
- **Methodology – 60%**

Sub-criteria as follows:

- **Compliance with Health & Safety Legislation – (10%)**
 - Policy documentation – [5%]
 - COSHH – [1%]
 - Risk Assessments – [2%]
 - Method Statements – [2%]
- **Staff Structure and Supervision – (15%)**
 - Management structure and organisation chart – [3%]
 - Contingency plan for mobilisation, staff shortages etc – [8%]
 - Confirmation of staff turnover rates amongst supervisory grades & above – [4%]
- **Environmental and Sustainability – (5%)**
- **Proposed Performance Criteria / Key Performance Indicators – (20%)**
- **Equipment – (5%)**
- **Staff Recruitment / Training Programme – (5%)**
 - Outline recruitment process – [3%]
 - Basic training regime – [2%]

Guidelines for marking

Each criteria or sub-criteria will be marked in accordance with the following matrix:

- 0 = Fails to answer the question
- 1 = Addresses question but in the most basic manner
- 2 = Addresses question with moderate degree of detail
- 3 = Answers question with appropriate level of detail and with supporting documentation as appropriate (e.g. Method Statements etc)
- 4 = Very detailed, model answer

Should it be necessary to shortlist several potentially successful tenders, the Client reserves the right to conduct post-tender clarification to assist a final award. Any contract award is conditional on the relevant Tenderer providing evidence at the request of the Client in the form of official certificates or similar documentation demonstrating the achievement of claimed quality standards.

The Client shall not be responsible for the payment of any expenses incurred by any Tenderer in the preparation/submission of their responses.

9. Duration

The contract period will be three years. Contract extensions will be at the discretion of the Client. However, the Client reserves the right to contact other firms, companies or persons if in its discretion it deems fit to do so.

10. Confidentiality

All information contained in this Invitation to Tender or attached documents is confidential and may only be used by the Tenderer or passed to third parties on a strictly “need to know” basis for the purposes of submitting a tender. Unsuccessful Tenderers should destroy all copies, as should any party not wishing to submit a tender.

SECTION 2

TERMS AND CONDITIONS OF PURCHASE

STANDARD CONDITIONS OF CONTRACT FOR CLEANING SERVICES

1. DEFINITIONS

(i) In these Conditions:

'Conditions' means the Standard Conditions of Contract set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties to this contract

'Contract' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services

'We', 'Us' and 'Our' means Delta Academies Trust

'You' and 'Your' means the person, firm or company to whom the Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company

'Goods' 'Services' means the products, materials, articles, works and services described in the Purchase Order

'Price' means financial consideration and shall include **'rate'** or **'fee'** particularly in the provision of services

'Purchase Order' means our Purchase Order to which these Conditions are annexed

'Authorised Officer' means our employee specifically authorised by us to sign our Purchase Order

'Authorised' means signed by one of the Authorised Officers

'Order Amendment' means our authorised Purchase Order amendment

'Specification' includes any drawings, plans, data or other information relating to the Goods or Services. Words importing the masculine gender also include the feminine and the neuter

'Sale of Goods Act 1979' means the Sale of Goods Act 1979 as amended by the Sale of Goods Act 1994

'Supply of Goods and Services Act 1982' means the Supply of Goods and Services Act 1982 as amended by the Sale of Goods and Services Act 1994

'Work Area' means any area within which the Services are being delivered

(ii) Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

(iii) The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

(i) The Purchase Order constitutes an offer by us to purchase the services subject to these Conditions.

(ii) These Conditions shall apply to the Contract to the exclusion of any other terms of sale or other conditions of trade on which you may seek to rely. Your terms on order acknowledgements, delivery notes, invoices or any other of your standard documentation are excluded unless specific clauses are agreed in writing between the signatories to this Contract.

(iii) The Purchase Order will be deemed to be accepted unconditionally by you if no detailed counter-offer is received within 14 days of its date, subject to clause 2(ii) above.

(iv) Provision of services in response to the Purchase Order or order amendment shall imply that you have accepted these Conditions.

(v) No variation to the Purchase Order or these Conditions shall be binding unless agreed in writing between the authorised signatories.

3. SPECIFICATIONS

- (i) The quantity, quality, performance and description of the services shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable specification supplied by us to you or agreed in writing by us.
- (ii) Any specification supplied by us to you, or specifically produced by you for us, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification, shall be our exclusive property. You shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of yours, or as required for the purpose of the Contract.
- (iii) You shall comply with all applicable regulations or other legal requirements concerning the performance of the services.

4. VOLUMES & VALUES OF BUSINESS

- (i) Any written or verbal estimates of potential volumes or values of business which may be achieved under this Contract, are provided only for guidance and are not binding. We will use reasonable endeavour to provide relevant information but no guarantee is given regarding the overall extent to which the contract will be used. No minimum order quantities or values will apply.

5. VARIATIONS

- (i) The Authorised Officer shall be entitled to issue instructions in writing requiring you to do all or any of the following, and you shall be bound by and shall forthwith carry out all such instructions:
 - (a) to omit and / or cease to perform any part of the Services for period as the Authorised Officer may see fit;
 - (b) to perform the Services or any part thereof in such manner as the Authorised Officer may require;
 - (c) to perform such additional Services as the Authorised Officer may require, subject to an agreed Price that reflects the Contract Price;
 - (d) to vary the Specification and Schedules and / or the quality requirements and to perform the Services in accordance with the Specification and Schedules as so varied.
- (ii) No conditions submitted or referred to by you at any stage in the dealings between you and us shall form part of the Contract unless agreed to in writing by Authorised Officer. Should there be any inconsistency between the documents comprising the Contract, the order of precedence shall be:
 - (a) a written, agreed variation to the Contract;
 - (b) these Terms and Conditions;
 - (c) the Invitation to Tender .
- (iii) Any inspection, or approval by us shall not relieve you from your obligations under this Contract.
- (iv) You shall not vary, change or modify the Services except as directed or agreed in writing by us. You shall not undertake any actions or work beyond that permitted by the terms of the Contract or the Specification, either on your own initiative or at the behest of a third party without our prior written authority.

6. PRICE

- (i) You will provide the Services for the firm price stated in the Contract.
- (ii) The price shall be inclusive of all charges related to the provision of the service, other than Value Added Tax.
- (iii) No increase in price may be made whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise without our prior consent in writing.

7. PAYMENT

- (i) Subject to any agreed stage payment profile that is part of the Contract, you shall be entitled to invoice us on, or at any time after, correct delivery of the Goods or performance of the Services. Any stage payment profile agreed in writing by our Authorised Officer will take precedence and be subject to the specific performance criteria for each payment.
- (ii) We shall pay you within 30 days of receipt of a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. VAT, where applicable, shall be shown separately on all invoices as a strictly nett extra charge. Where a Value Added Tax Zero-Rating Certificate is issued with the acceptance of a Tender, Value Added Tax should not be charged on invoices related to the Contract. We shall not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions.
- (iii) We shall be entitled to set off against the price all amounts lawfully owed to us by you, whether under this Purchase Order/Contract or otherwise.

8. QUALITY MONITORING

- (i) If you are accredited ISO 14001, ISO 9002 or BS 5750 or their equivalent, you are to provide evidence with your tender.

9. TRAINING TO BRITISH INSTITUTE OF CLEANING SCIENCE STANDARD (BICSc)

- (i) BICSc stands for the British Institute of Cleaning Science which sets cleaning standards and approves methods of cleaning. Further information can be found on their website <http://www.bics.org.uk>
- (ii) You will provide evidence of being BICSc affiliated and that the BICSc ethos will be made evident throughout the term of this Contract.
- (iii) We require you to implement and achieve high standards of training with regards to BICSc standards (or its equivalent), Health and Safety at Work Act 1974 and COSHH (Control of Substances Hazardous to Health). It is especially important that sufficient numbers of staff are trained in Hard Floor Maintenance and Toilet Cleaning to BICScs standards and copies of the relevant certification will be required.

10. QUALITY AND DESCRIPTION

The Goods or Services shall:

- (a) conform in every respect with the provisions of the Contract;
- (b) be capable of all standards of performance specified in the Contract;
- (c) be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;
- (d) be of sound materials and skilled and careful workmanship;
- (e) be of satisfactory quality;
- (f) correspond to their description and any Specifications referred to in the Contract;
- (g) comply with any current relevant legislation.

11. PERFORMANCE STANDARDS

- (i) Your ability to clean to a high, professional standard shall be central to the Contract, and therefore we are responsible for defining the standard to which each task is performed and the manner in which it is performed.
- (ii) The minimum acceptable standards of work expected are provided within the tender documents. However, these should be seen as merely guidelines to the minimum acceptable standards, and are in no way meant to be a definitive Specification.
- (iii) The quantity and description of the Services shall, subject as provided in these Conditions, be as specified in the Invitation To Tender supplied by us to you.

- (iv) It is a condition of the Contract (and you warrant) that:
- (a) all Services shall conform as a minimum to the express terms of the Contract and Specification or description in the Contract, including the Invitation To Tender;
 - (b) all Services supplied shall be of a high professional standard;
 - (c) all Services supplied shall comply with the implied warranties contained in the Supply of Goods and Services Act 1982 and any other applicable statutes and regulations and any statutory re-enactment(s) or modification(s) thereof; and
 - (d) all Services, including supervision and management, shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for us to expect in all the circumstances.
- (v) You shall promptly investigate all complaints, officially notified or otherwise, received from us regarding unsatisfactory performance, and shall on each occasion provide to us within three working days a written report detailing the cause of service failure and corrective action taken.
- (vi) We shall have access to any data produced electronically for monitoring quality, efficiency, labour, or any other data associated with the Contract. This data shall be made available to us monthly.
- (vii) You shall comply with any reasonable instructions, requests and orders given by our Authorised Officer on any matters connected with the Service, whether or not mentioned in the Contract.

12. PERFORMANCE REVIEW & AUDIT

- (i) You shall attend contract review meetings as required, typically monthly, with our Authorised Officer at venues and on dates as requested by us.

13. PROGRESS AND INSPECTION

- (i) You shall at your expense provide any programmes for delivery of the Services that we require. You shall notify us without delay in writing if your progress falls behind or may fall behind any of these programmes.
- (ii) We shall have the right to check the progress of the Services.
- (iii) You shall not unreasonably refuse any request by us to inspect the Services and you shall provide us with all facilities reasonably required for inspection and testing.
- (iv) If as a result of inspection or testing we are not satisfied that the Services will comply in all respects with the Contract, and we inform you within 15 days of inspection or testing, you shall take such steps as are necessary to ensure compliance.
- (v) Any inspection or approval by us shall not relieve you from your obligations under this Contract.

14. QUALITY MONITORING

- (i) It is expected that you shall operate a Quality Monitoring Programme, recorded either manually or electronically, to ensure that performance levels are maintained in accordance with the Specification. Copies of all inspections reports must be submitted to our Authorised Officer.
- (ii) Random quality inspections will be carried out by us. If the overall standard of performance falls significantly below that required by the Specification you shall be notified in writing as the first stage of the Penalties procedure (see Condition 15 below).
- (iii) If, as the result of a quality inspection performed by us, it is deemed that the overall standard of cleaning does not meet the minimum specified standard, a copy of the Inspection Report, together with a Rectification Notice will be sent to you.
- (v) We reserve the right, at any time, to use third party Contractors to rectify any lack of cleaning and to contra-charge you for the extent of the costs incurred.

15. DEFAULT IN PERFORMANCE

- (i) In the case of services failing to be carried out to the quality levels or within the agreed programme of dates or times under the Contract, we may at our sole discretion adopt one or more of the following remedies:
 - (a) have the work performed by alternative means and any additional costs reasonably so incurred shall be charged to you;
 - (b) deduct from any invoice presented by you such sum as we consider reasonable for the unsatisfactory services concerned or to meet any additional costs arising from Condition 15(i)(a) above;
 - (c) terminate the Contract either for the specific services which have not been carried out in accordance with the contract or for all the services to which the contract relates. In either such case you will not be entitled to payment by way of compensation, other than due consideration for those parts of the Service which have been carried out satisfactorily but subject to Condition 15 (i)(b) above.
- (ii) In the event of termination you shall co-operate in the transfer of Services, particularly under TUPE provisions, to any other organisation in accordance with advice from us.
- (iii) We may investigate each case where you have failed to perform the Services completely in accordance with the provisions of the Contract.
- (iv) Where we are satisfied that in any particular case you have failed to perform the Services completely, regularly or consistently in accordance with the provisions of the Contract, we shall be entitled without prejudice to any other remedy available, to instruct you to remedy the failure or re-execute the Services in order to comply fully therewith within such reasonable period as we may determine.
- (v) Nothing contained in this clause shall be construed to affect the powers of termination contained in Condition 17 of these Conditions.

16. NON-OBSERVANCE OF CONDITIONS

- (i) If you breach or fail to observe any provision of this Contract we may give you written notice of such breach or non-observance and you shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. For a material breach of Contract, a maximum period of 7 days will be given in which to rectify the breach. Should you fail to rectify the breach, non-observance or material breach within the stipulated time, we shall have the right to terminate the Contract with immediate effect and without penalty.

17. TERMINATION OF CONTRACT

- (i) We shall be entitled to terminate the Contract in respect of all or part only of the Services without penalty by giving you 3 months notice at any time. In that event, our sole liability will be to pay for the price of the Services in respect of which we have exercised our right of cancellation, less your net saving of cost arising from cancellation. If you submit a termination claim then we will pay to you the cost of any commitments, liabilities or expenditure which in our reasonable opinion were directly associated with this Contract at the time of termination. The total of all

payments made or due to you under this Contract, including any termination payment, shall not exceed the price. The Client shall not be liable to pay any severance payment or compensation for loss of profits.

- (ii) You shall notify us in writing immediately upon the occurrence of any of the following events:
 - (a) you make any voluntary arrangement with your creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purpose of amalgamation or reconstruction; or
 - (b) an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or
 - (c) you cease, or threaten to cease, to carry on business; or
 - (d) you undergo a change of control, where "control" has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.
- (iii) After receipt of the notice under Clause 17 (i) above or earlier discovery by us of the occurrence of any of the events described in that paragraph, we may, by notice in writing to you, terminate the Contract with immediate effect without compensation to you and without any prejudice to any right or action or remedy which may accrue to us thereafter. Our right to terminate the Contract under Condition 17(i) (d) will exist until the end of a period of 6 months starting from receipt of the notice provided by you pursuant to Condition 17 (i) or earlier discovery by us of the event, or such other period as is mutually agreed in writing by the parties.
- (iv) We shall have the right to terminate the Contract without any compensation for any loss or damage if you are in default of any of the terms and conditions of the contract provided such breach shall not have been remedied to our satisfaction within a period of 28 days of written notification of such breach to you. We shall be entitled to give you one month's notice of termination from the date of such notice of termination.
- (v) We may terminate the Contract forthwith by notice in writing and without any compensation for any loss or damage if:
 - (a) you are incompetent to perform your duty under this contract or conducts itself in a manner which we consider to be incompatible with the performance of the Services; or
 - (b) you have failed to perform a substantial part of the Services for a period of one week; or
 - (c) you have failed to perform the whole of the Services for a period of two consecutive days; or
 - (d) you have committed a material breach of our internal rules, or where an offence of grave misconduct is committed by you.
- (vi) Provided always that the termination of the Contract under this Condition shall not prejudice or affect any right or remedy which shall have accrued to us.
- (vii) In the event of any termination of the Contract pursuant to this Condition, we shall be entitled to procure a third party to perform or complete your obligations under this Contract.

18. SECURITY

- (i) You, your employees or agents shall not use the Work Areas other than during the Contract Period and for the purpose of the provision and proper performance of the Services.
- (ii) Cleaners are responsible for ensuring that all offices and other rooms are locked after cleaning, and ensuring doors are secured behind them where applicable. At no time should areas being cleaned be left unattended; rooms should not be left unlocked due to the risk of theft.
- (iii) You are responsible for the safe keeping of floor master keys, passes and other means of access provided by us and shall only permit such to be given to those of your employees for whom details have been supplied; and then only to the extent required for the purpose of providing the Services. All keys, passes and any other means of access are to be signed for in the designated key register each day. Your staff are not permitted to take keys or passes away from the School at any time. In the event that your staff lose or otherwise mislay any key or pass that they have signed for, you shall ensure that we are informed immediately of the loss and you will be liable for any costs incurred in the replacement of locks, keys, passes or re-pinning in order to secure the premises to our satisfaction.
- (iv) You shall comply with any instructions from us as to security within the Work Areas or at any other premises where the Services are provided.

19. VETTING

- (i) You will have a liability to ensure that persons employed by you for any purpose have completed the Police DBS vetting procedure and are of an acceptable antecedent history. No persons having convictions for dishonesty will be acceptable by us for employment as a Contractor or subcontractor.
- (ii) We reserve the right to carry out vetting checks on individuals who by virtue of their duties have access to sensitive or classified information or are required to work in restricted access areas. This includes the right to carry out checks of criminal and Home Office records.
- (iii) In brief, should a contracted member of staff be found to not have undergone the above procedure that person is to be removed from this Contract.
- (iv) Given reasonable doubt the Security Section may wish to conduct a “stop and search” on all cleaning personnel and their vehicles whilst on site. By entering into a Contract with the Client you will be giving your approval of this system

20. IDENTIFICATION CARDS

- (i) Prior to commencing work on site you are to ensure that School ID badges are issued to all new personnel. ID request forms to be obtained from the Authorised Officer. You are to ensure that all employees are to have at all times while on School premises School ID cards, which are to be returned upon leaving your employment or the contract. All cleaning personnel are to wear their ID cards. The cards are to be presented for inspection to a member of the School Security Team when requested to do so. This procedure is compulsory.

21. DUTY OF CARE

- (i) You shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the services promptly and efficiently in accordance with the Contract.

22. OUR SAFETY POLICY

- (i) If required by us in writing, you must supply the following information at any time prior to the contract award decision, or during the Contract:
 - (i) Safety Policy
 - (ii) Safety Plans
 - (iii) Fire Safety Plan
 - (iv) Risk Assessments

- (v) Accident Statistics for the last 5 years
 - (vi) Safe Working Methods
 - (vii) Any Improvement/Prohibition Notice received
 - (viii) Valid Insurance Documents
 - (ix) Any prosecution or pending prosecution under Health & Safety legislation.
- (ii) You shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods, the provision of data sheets for hazardous goods and the provision of data sheets for hazardous materials. Hazardous goods must be clearly marked and display the name of the material in English.

23. CONTRACTORS STRUCTURE

23.1 MANAGEMENT

- (i) You are to supply a full breakdown indicating the staffing structure, machinery allocation and indicating the hours and hourly rate for each grade of staff employed. All hours recorded should be actual hours worked nett of any meal breaks.
- (ii) Your manager is to be proactive in notifying the Client of all issues/problems relating to the cleaning on any of the sites.

23.2 SUPERVISORS

- (i) The supervisor shall be present during every cleaning shift and will liaise with the School daily as to the cleaning standards achieved/attained.
- (ii) All supervisors must be trained to BICSc COPC II

23.3 BANK HOLIDAYS, ETC.

- (i) Each School will be closed on all bank holidays and will not require cleaning.

23.4 CONTRACT MEETINGS

- (i) A pre contract meeting will be held prior to the start of the Contract. The agenda for the meeting will be as set out in 23.4 (iii).
- (ii) Every month a meeting will be held between the Client and the Contractors Contract Manager and/or the Director. Quality, Health and Safety, Questionnaires, Contra Charges and general performance will be discussed in detail with emphasis on the areas that have been raised as the most concern over the previous month period. Deadlines for improvement and dates for tasks to be re-inspected will be agreed. All meetings will be minuted.
- (iii) Agenda items will include:
 - Quality Assurance
 - Health and Safety
 - BICSc Training
 - Questionnaires
 - Contract Analysis
 - Staffing attendance records
 - Supervision
 - Daily cleaning and janitorial service
 - Results of inspections
 - Recycling and waste disposal
 - A.O.B

24. STAFF

- (i) You shall at all times during the Contract Period employ a sufficient number of employees, as indicated in the contract documentation and Invitation To Tender, with the necessary abilities and skills for the proper performance of the Services, and sufficiently instructed as to be able to perform duties, and employ persons of sufficient abilities and skills properly and continuously to supervise the performance of the Services.
- (ii) You shall pay adequate wages to attract a sufficiently high quality of labour to carry out the requirements of the Contract. Such wages should be in general accordance with the rate for similar work currently available locally. You shall ensure that, where appropriate, staff employed by you in relation to this Contract are paid at least the minimum national wage, in accordance with the National Minimum Wage Act 1998, and that your tender price takes into account any/all current/proposed national pay rates in force during the Contract.
- (iii) The Authorised Officer shall be entitled to require you, without notice, to remove from the Contract any employees not considered, in the sole opinion of the Authorised Officer, to be suitable. You shall have the right to make representations to the Authorised Officer concerning any such employee and the Authorised Officer shall take such representations into account (while being under no obligation in any way to accept them as valid). After taking such representations into account the Authorised Officer shall be entitled at his entire discretion to withdraw such a request. We shall in no circumstances be liable either to you or to the employee in respect of any liability, loss or damage occasioned by the removal of an employee from the Contract; and you shall fully and promptly indemnify us against any claim made by any such employee.
- (iv) In employing any person you shall comply with the requirements of the Equality Act 2010. Condition 29 also applies in this respect. You shall provide such information and access to such documents as we may require to satisfy us that you comply and will continue to comply with the provisions of this clause.
- (v) The employees shall be suitably dressed in distinctive clothing at all times for the performance of their duties, complete with ID cards. You shall comply with all reasonable requirements of the Authorised Officer pursuant to this. Such uniforms or work wear shall be provided and maintained by you at your expense.
- (vi) All employees shall be fully trained, suitably qualified and experienced, and shall fulfil their duties in an effective manner.
- (vii) You shall be responsible for all acts and omissions of all employees and any other persons acting on your behalf including, but not limited to, thefts, property disposed of by cleaners inadvertently, misuse of our telephones or other facilities, and indemnify us in respect of any liability loss or damage occasioned by any such act or omission.
- (viii) You shall maintain written records in the form of an attendance book, or similar, with regard to the names of all employees engaged on the Contract, hours worked, attendance, absenteeism, sickness etc. You shall submit details thereof to the Authorised Officer. Such records shall be made immediately available to us should we require them for inspection and copying. It is a requirement of the Contract that all employees enter the premises at a designated area and sign a register of attendance. This register shall be retained on site and shall be available for our inspection at any time.
- (ix) The legislation applicable to the employment of illegal immigrants must be fully understood and complied with. Any breach of such legislation will lead to cancellation of the Contract.
- (x) You shall notify us writing of the name, address and telephone number of the Contract Manager who shall be available to us for consultation or to receive instructions at all reasonable times throughout the period of provision of the Services. Any limitations of the authority given to the Contract Manager to act on your behalf will be notified in writing to us. The named Contract Manager shall not be replaced without prior written approval from us.

25. STAFFING LEVELS

- (i) Unless otherwise instructed by us, you shall comply with the staffing levels allocated and committed to the contract.

26. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

- (i) The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the commencement of the Contract.
- (ii) During the period of six months preceding the expiry of the Contract or after we have given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by us, the Contractor shall fully and accurately disclose to us for the Purposes of TUPE all information relating to its employees engaged in providing the Services under the Contract, in particular, but not necessarily restricted to, the following:
 - (a) the total number of Staff whose employment with the Contractor is able to be terminated at the expiry of this contract but for any operation of law; and
 - (b) for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
 - (c) full information about the other terms and conditions on which the affected Staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
 - (d) details of pensions entitlements, if any; and
 - (e) job titles of the members of staff affected and the qualifications required for each position.
- (iii) The Contractor shall permit the Client to use the information for the purposes of TUPE and of re-tendering, The Contractor will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.
- (iv) The Contractor agrees to indemnify the Client fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 26(ii).
- (v) The Contractor agrees to indemnify the Client from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by an employee or other employees or person claiming to be an employee on any date upon which the contract is terminated and/or transferred to a third party ("Relevant Transfer Date") arising out of their employments or its termination whether such claim or claims arise before or after the Relevant Transfer Date.
- (vi) In the event that the information provided by the Contractor in accordance with Clause 26(ii) above becomes inaccurate, whether due to changes to the employment and personal details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Client of the inaccuracies and provide the amended information.
- (vii) The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.
- (viii) The Contractor will be responsible for paying the Actuarial Assessment fee incurred by the Client at the start of the TUPE transfer process.
- (ix) The Contract shall warrant that no key personnel will be removed from the Contract prior to any transfer of undertaking taking place

27. DISCRIMINATION AND ACCESSIBILITY

- (i) You shall not discriminate either directly or indirectly on the grounds of race disability, sex, sexual orientation, gender reassignment, age, religion, belief or lack of belief, marriage or civil partnership status, pregnancy or maternity in accordance with the Equality Act 2010 (and any other relevant legislation) or any statutory modification or re-enactment thereof, including discrimination by association or perception and harassment or victimisation.
- (ii) You warrant that your own procedures and practices comply with legislation to prevent unlawful discrimination, harassment and victimisation and that your employees are fully trained on matters relating to the prevention of unlawful discrimination, harassment and victimisation.
- (iii) You will provide your Goods or Services in line with the requirements of the Equality Act 2010 in relation to access and reasonable adjustments for disabled people where relevant.
- (iv) You shall also provide your Goods or Services in accordance with the current public sector duties under the Race Relations (Amendment) Act 2000, Equality Act 2006 and Disability Discrimination Act 2005 amended by the public sector duties prescribed under the Equality Act 2010 from April 2011.
- (v) You shall provide such information as required by us in relation to your compliance with anti-discrimination legislation and you will co-operate with any investigation by us or a body empowered to carry out such investigations under the relevant legislation.
- (vi) Where any investigation is conducted, or proceedings are brought that arise directly or indirectly out of any act or omission by you, your agents or sub-contractors and where there is a finding against you in any such investigation or proceedings, you shall indemnify us with respect to all costs, charges and expenses including legal and administrative expenses) incurred by us during or in connection with any such investigation or proceedings and further indemnify us for any compensation, damages, costs or other award we may be ordered or required to pay to a third party.
- (vii) Without prejudice to the remedies set out above, we may terminate the contract if notice is given to you of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and you have failed to remedy the breach within the stated period.

28. EQUIPMENT AND MAINTENANCE

- (i) If you are required to provide any equipment for the provision of the Services, you shall be responsible for the maintenance and replacement of such equipment as is necessary for the proper performance of such equipment. These requirements shall be carried out to our entire satisfaction.
- (ii) You shall ensure that all equipment is used in a skilful and proper manner in accordance with the manufacturer's instructions, that all correct safety procedures are followed and without causing any obstruction, danger, nuisance or annoyance whatsoever to occupants of the Work Area.
- (iii) You shall be responsible for the reasonable security of all materials and equipment used by you in connection with the provision of the Services. All property of you, your employees, agents and sub-contractors while at our premises shall be at your risk. We shall accept no liability for any loss or damage, unless such loss or damage was caused or contributed to by an act, neglect or default of us at the premises. We shall accept liability to the extent to which such loss or damage is so caused or contributed to as foresaid.
- (iv) You shall be responsible for PAT testing equipment supplied and used by you in relation to this contract at appropriate intervals in compliance with the relevant legislation.
- (v) You shall be responsible for removing plant and equipment from the premises at the end of the Contract Period. If equipment is not removed within two weeks of the contract end, we may charge you for any resulting costs incurred by us for temporary insurance, storage or transport. We shall not be responsible for any loss or damage to equipment left on the premises following the end of the contract.

29. WORK ON OUR PREMISES

- (i) If the Contract involves any Services which you perform on our premises, you shall ensure that you and your employees, agents, your sub-contractors and their employees and any other person associated with you will adhere in every respect to the obligations imposed on you by current safety legislation and will comply with any regulations that we may notify to you in writing.
- (ii) Whilst on our premises, you or your sub-contractors shall require employees to observe and comply with all our safety policies and safe working practices in addition to all legal requirements, including those detailed in the Health and Safety at Work etc. Act 1974 and all associated Regulations, Approved Codes of Practice and Guidance Notes; and shall support us in discharging our responsibilities under the Act.
- (iii) Accidents to your employees, agents and suppliers shall be reported immediately in accordance with our accident reporting procedures.
- (iv) Both we and you shall, throughout the life of the contract, notify the other of any known special health and safety hazard which may be involved or introduced to the premises and which may affect either party. You shall draw all such hazards and any necessary associated safety measures to the attention of your employees, agents and sub-contractors or any other person engaged under your control in the provision of the services.

30. HOURS OF WORK

- (i) We may specify the period during which you shall carry out your operations and work shall be performed in such a manner that the business of the School is interfered with as little as possible.

31. WARRANTIES & LIABILITY

- (i) You warrant that the Services will be performed by properly trained and qualified personnel, with due care and diligence and to such a high standard of quality as it is reasonable for us to expect in all the circumstances.
- (ii) Without prejudice to any other remedy, if any services are not supplied or do not perform in accordance with the contract, we shall be entitled:
 - (a) to require you to supply replacement services in accordance with the contract within 14 days; or
 - (b) at our sole option, and whether or not we have previously required you to supply any replacement services, to treat the Contract as discharged by your breach and require the repayment of any part of the price which has been paid.
- (iii) You shall indemnify us in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by us as a result of or in connection with breach of any warranty given by you in relation to the Goods or the Services.

32. INDEMNITY AND INSURANCE

- (i) You will indemnify us against any act or omission by you or your employees, agents, or sub-contractors in connection with the performance of the Services.
- (ii) You shall indemnify us against all loss, actions, costs, claims, demands, expenses (including legal expenses) and liabilities whatsoever (if any) which we may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work executed by you under this contract or shall be alleged to be attributable to some defect in the performance of the Services.
- (iii) Our Purchase Order is given on the condition that you will indemnify us against all loss, costs, claims, demands, expenses (including legal expenses) and liabilities whatsoever (if any) which we may incur either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to or death of any of your or our employees, agents, sub-contractors or other representatives while on our premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.
- (iv) You will indemnify us against any and all loss, costs, expenses (including legal expenses) and liabilities caused to us whether directly or as a result of the action, claim or demand of any third party by reason of any breach by

you of these conditions or of any terms or obligations on your part either legislated for or implied by the Sale of Goods Act 1979 as amended, the Supply of Goods and Services Act 1982 and the Supply of Goods to Consumers Regulations 2002 or any other statute or statutory provision relevant to the contract or to goods or services covered thereby.

- (v) You shall at all times and for an unlimited number of occurrences maintain in force such policies with reputable insurers or underwriters as shall fully insure and indemnify us against liability in respect of loss or damage to any equipment, software, furniture and fittings in the Work Areas or to your premises or to the Work Areas, caused by you or your employees, servants, agents, sub-contractors and suppliers. You shall hold satisfactory insurance cover with a reputable insurer to fulfil your insurance obligations for the duration of this contract including public liability cover and Employer's liability cover of at least £5M (Five Million Pounds Sterling). Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request.
- (vi) You agree to indemnify and keep indemnified us and our agents in respect of all claims, liabilities and actions of any nature whatsoever arising out of or relating to the action or omissions in the carrying out or the failure to carry out of any Services required or specified under any provision of the contract.
- (vii) You shall supply us with copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this clause prior to the Commencement Date of the Contract and thereafter annually or at such other times as may be required by us.

33. USE OF INFORMATION

- (i) We have a legal duty to comply with the provisions of the Freedom of Information Act, 2000 and the Environmental Information Regulations 2004. Accordingly, information in relation to this Contract and any prior related tender may be made available on demand in accordance with the legislation. You should state if any of the information supplied by you as part of the Contract is either confidential or commercially sensitive, or should not be disclosed to a third party in response to a request for information under the Act. The reasons for such sensitivity must be specified. In such cases the relevant material will be examined in the light of the exemptions provided in the Freedom of Information Act or Environmental Information Regulations, although we cannot guarantee that any exemption will apply.

34. ENVIRONMENTAL POLICY

- (i) Our Policy of Sustainable Procurement and Environmental Responsibility requires us to give reasonable priority to suppliers that have established, or propose to establish, appropriate sustainable environmental policies governing their own business activities. You must supply details of any existing, or proposed environmental policy relating to the raw materials used, production methods and finished products or Services. We reserve the right at our sole discretion to apply sustainability and environmental factors in any contract award decision.

35. ASSIGNMENT AND SUB-LETTING

- (i) Our Purchase Order is personal to you and you shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- (ii) You shall not sub-let any part of the Contract without our written consent, but we shall not withhold such consent unreasonably. This restriction shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. You shall be held liable for all goods supplied and/or all Services carried out by your sub-contractors under this Contract.

36. MATTERS BEYOND CONTROL

- (i) If either party is delayed or prevented from performing its obligations under this contract by circumstances beyond the reasonable control of either party (including without limitation any form of government intervention, strikes and lock-outs relevant to the Purchase Order or breakdown of plant), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, then the Contract may be cancelled by either party. We shall pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by you under the Purchase Order prior to cancellation but only in respect of work that we have received full benefit as originally contemplated in the Contract. This provision can have effect only if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

37. CORRUPT GIFTS

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

38. WAIVER

- (i) A failure at any time to enforce any provision of the Contract shall in no way effect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

39. VALIDITY OF PROVISIONS

- (i) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

40. NOTICE

- (i) All notices and communications required to be sent to you by us in this Contract shall be made in writing and sent by either facsimile, first class mail or email (electronic mail) to your registered or head office and if sent by you to us sent to our Authorised Officer and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of transmission or posting.

41. AMENDMENT

- (i) No addition, alteration or substitution of these Conditions will bind us or form part of the Contract unless and until accepted in writing by our Authorised Officer.

42. LAW

- (i) This contract shall be governed by the laws of Wales and England and the exclusive jurisdiction of the courts in Wales and England.

SECTION 3

MANDATORY REQUIREMENTS OF CONTRACT

AND INFORMATION REQUIRED AS PART OF THE TENDER SUBMISSION

1. MANDATORY REQUIREMENTS

(i) DBS Checks

It is a mandatory requirement of the contract that all staff are required to obtain satisfactory DBS checks in order to be employed on School premises. A list of unacceptable criteria will be issued to the Contractor who is expected to implement these guidelines uniformly. The maximum timeframe from initial employment to receipt of a satisfactory DBS check is 6 months and the individual's employment should be deemed as probationary during this period.

By submitting a Tender you are accepting this Condition of Contract and failure to achieve this standard will render you liable for liquidated damages and/or default in performance.

(ii) BICSc Training – Supervisors & Site Managers

It is a mandatory requirement of the Contract that all Site Managers / Supervisors be trained to appropriate BICSc levels. This must be adhered to within 6 months of Contract commencement.

By submitting a Tender you are accepting this Condition of Contract and failure to achieve this standard will render you liable for liquidated damages and/or default in performance.

(iii) BICSc Training – Frontline Cleaning staff

It is a mandatory requirement of the Contract that a minimum of 10% of all front-line cleaning staff be trained to BICSc COPC Level I at all times throughout the duration of the contract. This must be adhered to within 6 months of Contract commencement. Ongoing cost provision should be made in your pricing proposal to sustain or improve upon this minimum requirement.

By submitting a Tender you are accepting this Condition of Contract and failure to achieve this standard will render you liable for liquidated damages and/or default in performance.

2. INFORMATION REQUIRED FOR TENDER SUBMISSION

(i) Has your company had any prohibition or improvement notices served against it by the Health & Safety Executive over the past 5 years, (or equivalent organisation if the tender is outside the UK)

(ii) Have you had any contracts terminated early during the past 5 years?

(iii) Has your company had any penalties applied to any contracts during the past 3 years?

2.1 Compliance with Health and Safety Legislation

(i) Health and Safety

Please provide a copy of your Health and Safety policy which includes all codes of practice.

Please provide a copy of your company's policy for reporting and investigating accidents and dangerous occurrences.

(ii) COSHH

Please provide a copy of your company's policy for the safe storage and usage of substances and the appropriate COSHH Safety Data Sheets.

(iii) Risk Assessments

Please provide a copy of your Risk Assessment procedures and sample generic assessments for standard cleaning tasks.

(iv) **Method Statements**

Please provide documentation relating to your method statements as appropriate to the tasks required, together with sample generic assessments for standard cleaning tasks.

Failure to provide any of the above requested documentation will result in elimination from the Tender process.

2.2 Staff Structure and Supervision

(i) **Management Structure and Supervision**

Please provide a management structure chart, indication areas of responsibility and the key personnel who would manage this contract.

(ii) **Contingency plan for mobilisation, staff shortages etc**

Please provide a detailed plan showing how you prepare for mobilising this contract and how you would deal with initial staff shortages etc.

(iii) **Confirmation of staff turnover rates amongst supervisory grades & above**

Please provide evidence of staff turnover rates for supervisory and higher grade staff throughout your company as a whole for the past 3 years.

2.3 Environmental and Sustainability

- (i) Please provide details of sustainable environmental policies employed in your business activities, especially in relation to the type of cleaning products used. The Client is committed to reducing any adverse impact on the environment, and are seeking companies able to demonstrate this commitment and reduce, wherever possible the amount of chemical products whilst maintaining the standards expected.

2.4 Quality Policy

- (i) Please provide your company's quality policy together with details of your Quality Monitoring/Audit systems (include sample documentation where appropriate).
- (ii) Please also supply evidence of any Quality accreditations (e.g. ISO14001, ISO9002 or BS5750 or their equivalents).

2.5 Plant Equipment

- (i) Please provide details of all plant and equipment to be supplied for the operation of the Contract.

2.6. Staff Recruitment/Training Programme

2.6.1 Outline recruitment process

- (i) Please provide documented evidence outlining your company's recruitment policy, which must include vetting procedures/DBS checks and information on how you would vet staff to meet the Client's requirements in respect of security and confidentiality of Information.

2.6.2 Basic Training Regime

- (i) Please provide details of your company's training policy including references to relief staff.

SECTION 4

SPECIFICATION

1. BUILDING INFORMATION / DRAWINGS

- It is recommended that the Contractor ascertains the extent of the work required at Ingleby Manor Free School specifically and overall, and a site visit is therefore encouraged.
- No claims for additions to tenders as a result of not visiting the buildings will be entertained.
- Contact details at the School are as follows:

Darren Nunn, Site Manager (nunnd@inglebymanorschool.org.uk), Tel – 01642 352450 Ext 112

2. SPECIFICATION AND SCHEDULE OF WORK

Schedules must be submitted with the tender to demonstrate how BICSc standards would be met in all areas under this contract. The Schedules must refer areas, rooms, items in rooms etc. and confirm the frequency of cleaning.

3. MONITORING SYSTEMS

3.1 INSPECTIONS

Random quality inspections will be carried out by the Client. Findings will be discussed with the Contractor.

3.2 CLEANING TIMES

Cleaning times and programme are to be agreed with the successful Contractor.

4. COLOUR CODING

In the interest of hygiene and good working practices a colour coded system is to be used on site at all times by the Contractor. All equipment such as mops, buckets, cloths etc are to be colour coded.

Tenderers are to confirm their proposed colour coding system within their proposals.

5. CONSUMABLES AND SUPPLIERS

The Client is seeking to improve all aspects of its environmental performance and your cleaning proposals should detail the methods, techniques and products you intend to employ in the execution of this contract.

Only consumables which conform to the following definitions are to be used on site:

Seals:

A slip resistant penetrating seal which provides an excellent base for emulsion polish on unsealed porous floors.

Floor Polishes:

A minimum of 25% high solids metalised emulsion polish for all semi porous and non-porous floor types. The product should produce a brilliant gloss, hard wearing, slip resistant protective surface.

Where the above type product is not suitable or for use on sealed porous floors or rubber, a semi buffable emulsion polish is to be used which produces an excellent gloss, slip resistant, hard wearing protected surface.

A heavy duty, spirit based silicone wax polish may be used for porous floors such as wood, cork and granwood.

Multi Purpose Cleaners:

A bactericidal multipurpose cleaner formulated from raw materials based on renewable sources and common abundant minerals. A readily biodegradable and environmentally friendly formulation providing high efficiency on all surface cleaning.

A heavy-duty bactericidal industrial cleaner and degreaser for removing accumulations of ingrained oil and grease. Suitable for cleaning all soiled floors, for removing soot and grime caused by fire damage. This product should leave no residual taint on food preparation surfaces.

Housekeeping Products:

A spray liquid air freshener for counteracting unpleasant odours - trigger spray bottle only.

A cream cleanser for the removal of dirt and stains from all hard surfaces.

A non-abrasive cleaner for glass, laminates and ceramics. It should evaporate leaving a clean, smear free, shiny surface.

Strippers:

A powerful ammonia free floor polish stripper for the chemical removal of emulsion polishes.

Floor Maintenance Products:

A combination of detergent, bactericide and slip resistant polyethylene polymer for the routine maintenance of all floors treated with emulsion polish.

Carpet Care:

A low foaming carpet shampoo for use in hot water extraction and upholstery cleaning machines. Combining a water softener, low foam surface active agent, deodorant and optical brightener.

A liquid antistatic for preventing the accumulation of static electricity in carpets where a build up of static may cause damage to electrical equipment or a hazard to personnel.

Catering Products:

An odourless bactericidal alkaline degreaser for cleaning all catering areas.

Hygiene Products:

A quaternary disinfectant, detergent, degreaser and deodorant with combined veridical, bactericidal and fungicidal properties. For use in areas requiring the highest standard of hygiene.

A double action deodoriser and sanitisers for use in toilet and washroom areas for the elimination of all unpleasant odours from all surfaces.

Sanitary Products:

A mild descaler, disinfectant and deodorant for the daily maintenance of toilets and urinals.

An aggressive acid descaler and deodorant for the deep cleaning of toilets and urinals.

Washroom Products:

A high quality, delicately perfumed economical liquid hand soap for use through soap dispensers.

Aerosols:

No aerosol cans containing CFC's are to be used.

Chewing gum remover for the removal of gum and sticky substances from carpets, upholstery and hard surfaces.

An approved insecticide for killing insect pest.

Graffiti remover for the removal of ink, oil, grease, tar, rubber and the like.

A foaming, non-abrasive cleaner and disinfectant for all plastics, laminate and glass surfaces.

A cleaner for all internal metal surfaces leaving a non-tainting shield which resists marks.

A sanitiser spray for cleaning telephones leaving them fresh and clean.

Special Cleaning Fluids

Where special cleaning fluids, strong detergents or chemical compounds are needed for use on exceptionally dirty jobs, the Client's approval shall be sought prior to them being brought onto the site. All such cleaning fluids, strong detergents and chemical compounds shall comply with all relevant Health & Safety regulations and COSHH assessment sheets shall be provided to the Client.

Before the Contractor uses any cleaning substances on surfaces within the School, they shall check the compatibility of such substances and if necessary request manufacturers information on the type of substances that may be used on those surfaces.

The Contractor shall, where necessary, supply the necessary protective clothing to meet the Health & Safety regulations required and this clothing equipment must be worn by the operator whilst using the chemicals.

The use of hydrofluoric or hydrochloric acid is strictly forbidden.

Suppliers

A list of the consumables intended for use on site are to be notified to the Client who may direct that alternative products are used in the interest of the environment.

Consumable suppliers should be proactive in dealing with environmental issues and have a written Environmental Policy which looks at the raw material changes and the manufacturing procedures while taking into account the environmental impact and minimisation of waste.

When considering a supplier, the environmentally friendliness of the product and how committed the manufacturer is to the environment should be taken into account.

Suppliers considered should be actively seeking to minimise the discharge to drainage, and where possible adopt suitable methods of recycling packaging. They should comply with European and UK mandatory legislative requirements and the systems employed should be supported by documented quality systems which comply with ISO 9002.

Housekeeping – General

Equipment and materials are to be stored safely and securely and a file shall be maintained within the Contract Area containing all of the relevant COSHH sheets.

All work is to be kept as tidy as possible and left tidy during any stoppage and upon completion of work.

The Contractor must ensure that security is maintained at all times by re-locking rooms as appropriate upon completion of work. Failure to do so will incur contra charges.

Work in progress signs and hazard warning signs must always be displayed when work is being carried out in non-office areas.

All electrical equipment, including cables, is to comply with the current relevant regulations and legislation and must be used in conjunction with a Residual Current Device (RCD) at all times.

Office furniture and fittings are not to be used to access any area of cleaning work or be used as a step up or other route to access any work.

6. ITEMS INCLUDED WITHIN THE CONTRACTORS COST

a) Consumables

The Contractor is to include for the cost of all cleaning consumables, including toilet tissue and paper towels

The Client may require a different product to be used and have the cost deducted from the contract price

The Contractor is to list all cleaning consumables proposed for use on site and specify supplier and unit cost of each.

The Contractor must NOT use Bleach on Site under any circumstances.

b) Equipment

The Contractor is to specify quantity and type of equipment proposed for use on site.

Residual Current Devices (RCDs) are compulsory where electrical equipment is to be used.

c) Labour

The cost of all labour and related costs are included within the Contractors costs.

Black bags/Waste disposal – Green Bags/Recycling – Biodegradable (Corn starch) bags/Food Waste (as appropriate)

It is the Contractors responsibility to supply and remove black bags filled with rubbish and litter and green bags containing recycling from the buildings to the nearest skip/eurobin.

It is not acceptable for black/green bags to remain outside the buildings awaiting transportation beyond the cleaning shift.

7. ITEMS EXCLUDED FROM THE CONTRACTORS COSTS

- a) Value Added Tax
- d) Ladies Hygiene Service
- e) Dust Mats
- f) Waste Disposal

Waste Disposal will be undertaken by the Client independent of this contract. The Contractor will be responsible for all rubbish within the building to be taken to designated external collection points. All rubbish bags removed from buildings should be placed inside the external bins and not left around the bin area.

8. AREAS TO BE CLEANED

The contract area has been divided into a number of areas which require different standards of cleanliness as detailed hereafter. The different areas should be apparent from the descriptions below. However, if the Tenderer is unsure as to which area applies to which standard, they should contact the Client's Contact Point for clarification.

Receptions and Meeting Rooms

These areas require a high standard of cleanliness with particular attention paid to maintaining well-finished surfaces.

Offices and Teaching Rooms

These areas require a good standard of cleanliness

Circulation Areas

These areas require a good standard of cleanliness with particular attention paid to surfaces that receive high volumes of traffic in order to maintain their appearance.

Toilets, and Dining Areas

These areas require a good standard of cleanliness with particular attention paid to maintaining a hygienic environment.

Kitchen Facilities

These areas require a good standard of cleanliness with particular attention paid to controlling drink spills, splashes and stains and maintaining a hygienic environment.

Internal Glazing

All glazing which forms part of an inner partition or vision panel shall be cleaned to a good standard to remove residual finger marks, smears and accumulated dirt and dust.

External Glazing

All glazing shall be cleaned to a good standard to remove residual finger marks, smears and accumulated dirt and dust.

Store Rooms

These areas require a basic standard of cleanliness keeping surfaces free from obvious dirt, dust, stains or debris and any accumulation of dirt dust or debris.

External Areas

All entrances and walkways should be maintained to a good standard of cleanliness.

Specific Requirements

a) Waste Management

The Contractor shall collect all waste, rubbish and recyclates from around the Contract area, place in the appropriate plastic bags and transport to external waste bins, the location of such bins shall be advised to the Contractor by the School.

The Contractor shall replenish bins with the correct sized bin liners.

The Contractor shall assist in the implementation of any waste recycling schemes additional to those that currently exist, that any School may decide to operate during the course of the contract.

b) Spot Cleaning of Carpets.

The Contractor shall remove all stains and spillages on a daily basis using a spot removal system approved by the Client and in accordance with the carpet manufacturers' recommendations. Stains which do not respond to this treatment shall be notified to the Client in writing on the first business day after the treatment.

c) Housekeeping – General

Equipment and materials are to be stored safely and securely and a file shall be maintained within the contract area containing all of the relevant COSHH sheets.

9 DEFINITION OF CLEANING STANDARDS

The following definitions indicate the expected standards required throughout the contract.

a) Carpet Tiles

These shall be free from removable dirt, dust, stains and other debris. The pile shall have an even appearance.

b) Hard Surfaces and Vinyl

These shall be free from removable dirt, dust, stains and other debris. Polishes or dressings necessary for the preservation / maintenance of the surface shall be applied at appropriate intervals. However, there shall be no accumulation of polishes or dressings which become detrimental to the surface. Floors shall be in a safe condition and not left slippery or otherwise hazardous.

c) Walls, Partitions, Paintwork and Doors

Below 2m high, these shall be free from removable dirt, dust, smudges, stains and other debris. Polishes or dressings necessary for the preservation / maintenance or enhancement of surfaces shall be applied at appropriate intervals.

d) Surfaces within Toilet Areas

Shall be maintained in a clean and hygienic condition commensurate with their usage.

e) Furniture

These shall be free from removable dirt, dust, stains and other debris. Soft, upholstered surfaces that require a full clean shall be cleaned at intervals appropriate to usage and location of that item of furniture. Hard surfaces that require either polishing or an application of a dressing shall be attended to at intervals appropriate to usage and location of that item of furniture.

f) Fixtures and Fittings

These shall include all ledges, skirtings, white board, pin boards and ledges, light fittings, diffusers, pictures, frames, pipes, radiators, fire equipment, notice boards, signs, clocks, mirrors, sockets, vents etc,

The external surface of all fixtures and fittings below 2m shall be free from removable dirt, dust, stains and other debris.

The external surface of all fixtures and fittings over 2m shall be free from accumulated removable dirt, dust, stains and other debris.

Surfaces that require a dressing or polishing to enhance / maintain their appearance shall be attended to at frequencies appropriate to their location.

White boards require wiping over with a damp cloth and periodically cleaning with an appropriate cleaning fluid.

Fixtures and fittings within WCs and kitchens such as sinks, toilets, pipework, toilet tissue holders, hand dryers, taps, handles, splashbacks, showers, food preparation surfaces, drinking fountains, cisterns etc shall be free from removable dirt, dust, stains, scale and other debris and maintained in a hygienic condition commensurate with their usage.

g) Telephones

Telephones shall be free from removable dirt, dust, stains and other debris and shall be disinfected at least weekly.

h) Refuse

Waste bins shall be emptied daily and, when necessary, have the appropriate bin liner replenished. The external and internal surfaces of waste bins shall be free from removable dirt, dust, smears and other debris.

10. DEFINITION OF CLEANING TERMS

The Client requires a high quality cleaning service ensuring an excellent standard of appearance, hygiene and care in all buildings while at all times giving due care and attention to the environment, without disruption to normal School activity.

SECTION 5

SPECIAL INSTRUCTIONS TO TENDERERS

1. SCOPE OF THE CONTRACT

Delta Academies Trust (DAT) wish to appoint experienced cleaning contractors for the provision of cleaning services at Ingleby Manor Free School.

The contractual commencement date shall be 1 January 2026.

2. PERIODICAL CLEANING / VACATION CLEANING

It is recognised that during School holiday periods, which amount to approximately 13 weeks per annum, many rooms receive minimal or no usage. This provides the perfect opportunity to conduct periodical cleaning tasks such as stripping, sealing and polishing of hard floors, carpet cleaning etc in these areas. An agreed programme of these works will be identified at the commencement of the contract and will form an integral part of this contract.

3. TEMPORARY VARIATIONS TO CONTRACT

Academies are dynamic institutions and the demands on accommodation frequently necessitate alterations to the internal fabric of the buildings. Where these are significant and result in areas that cannot be cleaned for extended periods the Client will liaise with the Contractor to advise them of the implications and timescales involved.

4. RECYCLING

The Client in conjunction with their waste disposal contractor will operate an office recycling scheme. This is based on a typical "kerbside" recycling scheme with staff and students responsible for segregating recyclable materials into designated bins within each room. It will be a requirement that the successful cleaning contractor be responsible for collecting all the recyclates from the site and transporting it to the designated central collection points on site.

The successful Contractor will also be expected to participate in any other recycling initiatives which may become operative within the School.

SECTION 6

PRICING SCHEDULE SUMMARY COST SHEET

Please ensure that your tender price takes into account any/all current/proposed national pay rates in force during the 36 months from the commencement date of the contract.

Please provide a pricing schedule with your offer, which must identify all areas and costs of works. Failure to provide a detailed pricing schedule will result in your tender being rejected.

Year 1

Year 2

Year 3

Total £

SECTION 7

ADDITIONAL INFORMATION

I/We have read the Terms and Conditions of Contract, Special Terms and Conditions, Specification of Requirements and Pricing Schedule and agree to be bound by the terms & conditions contained therein.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to this contract.

Signed:

Name (Printed):

Date:

SECTION 8
FORM OF OFFER

I/We offer to supply to Delta Academies Trust in accordance with the enclosed Terms and Conditions of Purchase and Specification, the Goods at the rates/prices detailed in the enclosed Price Schedule.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that in any contract that may result from this tender shall be subject to the law of England and Wales as interpreted in a Court of England and Wales.

The prices quoted in this tender are valid and open to acceptance by you for a period of 90 days from the tender return date specified in your Invitation to Tender.

I/We declare 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 or in accordance with any agreement or arrangement with any other person.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts:-

- Communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted
- Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed:..... Name:.....

For and on behalf of (insert full name of business)

.....

Address of Registered Office:.....

.....

Date:.....