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## REQUEST FOR QUOTE

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**Professional Services Agreement: Mechanical Engineering Consultancy, Project No: BWT0103**

Matt Isherwood

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Project No: BWT0103

**Submission Deadline: 16-March 2018, 2pm**



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## INTRODUCTION AND EXECUTIVE SUMMARY

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Brooke Weston Trust is seeking to procure specialist consultancy support services in relation to project(s) to replace, refurbish and/or upgrade the mechanical engineering systems (including control systems) at schools and academies across the Trust property portfolio.

The Trust requires that the service provider actively build a professional relationship with the Trust. In order that in the delivery of projects the service provider acts as if it were the Trust, conducting the business of the project for and on behalf of the Trust.

The forecast works contract value for the replacement, refurbishment and/or upgrade of the mechanical engineering systems across the reporting period 2018 to 2021 is estimated at c£460,000. (This is exclusive of additional systems that may or may not be required)

The intent of this professional services agreement is to provide a compliant route to market for the Trust to have the necessary commercial agility to outline a project(s) for delivery and swiftly call upon a pre-appointed partner to execute the project(s) in a timely and efficient manner for and on behalf of the Trust.

## DETAILED SPECIFICATION

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### SCOPE OF REQUIREMENTS

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The service provider shall enter into a Professional Services Agreement to support the strategic Estate management of the Trust. The scope of that appointment shall be specific to the provision of professional support for the scoping, delivery and completion of mechanical engineering\* projects across the Trust Estate portfolio. (\*& associated works)

For the avoidance of doubt, this professional service agreement does not guarantee that the service provider shall be awarded project(s) to deliver for and on behalf of the Trust.

It is the intent of the Trust that this professional services agreement will provide a compliant route to market, enabling the Trust to benefit from an enhanced commercial agility to outline project(s) for delivery and swiftly call upon a pre-appointed service provider partner to execute the project(s) in a timely and efficient manner for and on behalf of the Trust.

The project(s) will focus upon the replacement, refurbishment and/or upgrade of the mechanical engineering systems across the portfolio of properties within the Trust estate. The service provider shall provide to the Trust professional support, which may include but may not be limited to the following core elements:

1. Pre-contract technical consultancy
2. Administration & evaluation of a public sector compliant procurement exercise(s) for the appointment of specialist contractors &/or sub-subcontractors.
3. Preparation & administration of appropriate contract documentation for projects.
4. Project management of 'live' projects to include; programme administration/technical quality inspections/cost control, where project reports shall make direct reference to Cost, Quality & Time.

The detailed scope of requirements is split into eight elements.

It is expected that the contract value will not exceed £75,000.

|                 | <b>Scope of Requirements for Mechanical Engineering Consultancy Services</b>  |
|-----------------|---|
| <b>Element1</b> | Upon request following initial 'scoping meeting' with the Trust/site to undertake technical survey works at the site(s) and agree brief for tender.   |
| <b>Element2</b> | Review existing site(s) record documentation and associated asset records.  |
| <b>Element3</b> | Production of indicative design solutions, cost guidance and tender specifications for discussion and agreement with the Trust prior to tender for the appointment of a works contractor &/or sub-contractor. |
| <b>Element4</b> | Administration of the Procurement Tender period for the appointment of works contractor &/or sub-contractor   |
| <b>Element5</b> | Tender cost review & evaluation report for presentation to Trust.   |
| <b>Element6</b> | Preparation of contract documentation and contractor &/or sub-contractor appointments   |
| <b>Element7</b> | Contract period management & quality control of Contractors &/or sub-contractors work and associated cost control.  |
| <b>Element8</b> | Management of contract completion and commissioning stages by contractor(s) &/or sub-contractor and review of associated O&M data and drawings for handover of project(s) to Trust.                           |

## DBS CERTIFICATION

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The service provider is to ensure that all staff visiting site(s) within the Trust estate portfolio in relation to the delivery of this professional service agreement are required to adhere to the following requirements:

- All personnel providing services are required to provide evidence of a valid Enhanced DBS including barred list checks certification and photo ID.
- This information is to be presented to each site that the service provider is visiting as part of the project(s).

Evidence of the DBS Certification and accompanying photo ID will be stored by the individual Brooke Weston Trust School(s) benefiting from the service for the duration of a particular project. On completion of the project, all documentation will be securely disposed of. Post completion of the project should a return visit be required then the service provider must adhere to the requirements as per a new project.

## CONTRACT PERIOD

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The contract period is for 3 years from the date of award with an annual break clause, which can be executed by either party with 3 months written notice.

## WARRANTY

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The service provider must demonstrate and hold all applicable certifications and accreditations/standards pertinent to the scope of this contract. The service provider is requested to confirm that they hold professional indemnity to the value of £10million.

## OUTPUT REQUIREMENTS

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The conduct of the service provider shall be representative of the professional standards pertinent to the project, for example:

- Institute of Mechanical Engineers
- Royal Institute of Chartered Surveyors
- Project Management Institute
- Institution of Engineering and Technology
- The Chartered Institution of Building Services Engineers
- The British Institute of Facilities Management

That the tender administration, evaluation and award of contract to any successful contractor &/or sub-contractor carried out on behalf of the Trust by the service provider shall be in accordance with recognised public sector procurement processes. Evidence of such shall be made available to the Trust upon request.

Project reports shall make direct reference to the elements of COST, QUALITY & TIME.

Throughout projects, all commercial matters shall be actively managed and published as a financial report. The frequency of such reports shall be determined by the size and scope of the project, which will be agreed during the pre-contract phase of the project.

## NEW INFORMATION

The service provider must provide Brooke Weston Trust notification of any new regulations relating to this RFQ within the contract period.

## SCHEDULE OF ACTIVITY

| Activity   | Start Date                        | Completion Date |
|--|-----------------------------------|-----------------|
| Brooke Weston Trust Issue Request for Quote                      | 23-February 2018                  |                 |
| Clarification Question Period                                    | 26-February 2018                  | 08-March 2018   |
| 1st Clarification Question Answers Posted via Portal             | 27 <sup>th</sup> February 2018    |                 |
| 2 <sup>nd</sup> Clarification Question Answers Posted via Portal | 2 <sup>nd</sup> March 2018        |                 |
| 3 <sup>rd</sup> Clarification Question Answers Posted via Portal | 6 <sup>th</sup> March 2018        |                 |
| 4 <sup>th</sup> Clarification Question Answers Posted via Portal | 9 <sup>th</sup> March 2018        |                 |
| Bidder Submission of Quotation/Proposal                          | <b>16-March 2018 2pm</b>          |                 |
| Brooke Weston Trust Evaluation & Project Approval                | 19-March 2018                     | 21-March 2018   |
| Brooke Weston Trust Communicate Contract Award                   | <b>22-March 2018</b>              |                 |
| Brooke Weston Trust and Appointed Supplier Pre-Contract Meeting  | <b>23-March 2018 11am</b>         |                 |
| Service Supplies Commence  | <b>26<sup>th</sup> March 2018</b> |                 |

## OUT OF SCOPE

Energy and utilities advice is excluded from scope however, during the technical appraisals of proposed solutions appropriate reference should be made where improved energy efficient technologies can be utilised which through lifecycle cost analysis will return savings to the Trust.

Electrical Engineering systems are out of scope, unless by nature of the design of existing installed systems that the mechanical engineering system & the electrical engineering system are inextricably linked. Where this is the case, it shall be the responsibility of the service provider to notify the Trust and seek prior approval before commencing works.

## ASSUMPTIONS & CONSTRAINTS

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### ASSUMPTIONS

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It is assumed that the cost of the service is inclusive of the following:

- Supplementary specialist services within the field of mechanical engineering that may be required for example: control systems, geo-thermal plant or similar.
- travel expenses
- licensing rights to access client data or system data
- Preparation & issue of electronic & hard-copy project documentation
- acquisition by the service provider of required access documentation, for example; DBS certification

It is assumed that the service provider will undertake appropriate due diligence during the course of tender returns when evaluating contractor & sub-contractor risk. All costs incurred, consequently, of such exercises shall be the responsibility of the service provider. A fundamental component of the tender evaluation report will be a risk appraisal of the contractor(s) &/or sub-contractor(s).

It is assumed that the service provider in project managing any works projects shall ensure that recognised 'best practice' project management techniques and methodologies are adopted throughout the project(s).

Notwithstanding, the assumption that costs associated with due diligence exercises undertaken as part of the tender evaluation which shall be the responsibility of the service provider, it is assumed that the cost of the service is exclusive of matters not relating directly to the specialist area of mechanical engineering. For example, legal costs associated with the works, where the costs for such matters would be reimbursed via a disbursement.

### CONSTRAINTS

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A typical constraint that would be applicable to all projects is that the timing & delivery of project(s) must ensure that business continuity is maintained for the site(s) benefiting from the project(s), for example, heating plant must be in operation as a minimum from October to April.

That due consideration in relation to the safeguarding of children must be applied to the appointment of contractors for any works, which may present a risk to safeguarding.

## SUBMISSION DETAILS

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### EXPRESSIONS OF INTEREST, QUESTIONS AND CLARIFICATIONS

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Suppliers interested in bidding for this project are required to register on the Supplier In-Tend Portal

<https://in-tendhost.co.uk/fe/asp/Home> and register an expression of interest in the **Brooke Weston Trust Professional Services Agreement: Mechanical Engineering Consultancy, Project No: BWT0103**

- This portal must be used to raise questions and further clarifications.
- Clarification questions must be submitted before 2<sup>nd</sup> March 2018.
- No questions will be answered by email.
- Answers to questions will be posted in the clarification tab of this project via In-Tend Portal on:
  - 27<sup>th</sup> February 2018
  - 2<sup>nd</sup> March 2018
  - 6<sup>th</sup> March 2018
  - 9<sup>th</sup> March 2018

### SUBMISSION DELIVERY

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All submissions must be delivered via the In-Tend Supplier Portal. <https://in-tendhost.co.uk/fe/asp/Home>

**Submission Deadline: 16-March 2018, 2pm**

Project No: BWT0103

Only submissions received before submission deadline date and time will be considered.

### SUBMISSION REQUIREMENTS

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- If you do not receive, an email to confirm your submission has been received via the In-Tend Portal please telephone Matt Isherwood. Submissions received after the deadline will not be considered.
- Please submit the following documentation using the templates provided where indicated.
  - **BWT0103 Mechanical Engineering Consultancy - Supplier Price Return.xls** **TEMPLATE**
  - Stage 1 Non Price Evidence of Qualifications
  - **BWT0103 Mechanical Engineering Consultancy – Supplier Non Price Return.doc** – **TEMPLATE**
  - Warranty Information
  - Indemnity Insurance
- All elements of scope of requirements must be addressed in response.



## SELECTION CRITERIA AND CONTRACT AWARD

The contract will be awarded to the service provider with highest scoring bid based on the evaluation split:

|           |     |
|-----------|-----|
| Price     | 60% |
| Non Price | 40% |

### PRICE EVALUATION

- Service Providers are required to submit pricing indicating the **fee percentage** of the works contract value for the supply of the full scope of service. Responses should be submitted using the template document:  
**BWT0103 Mechanical Engineering Consultancy Supplier Price Return.xls**
- Projects will be categorised by contract value thresholds:
  - Low Value: <£75,000
  - Medium: £75,000 to £181,000
  - High: >£181,000
- With reference to the scope of services Element 1, the service provider will work closely with the Trust to ensure that all benefits of scale are gained for the Trust (Cost, Time Quality) when considering projects that can be 'batched' across a number of sites.

|   | Percentage Fee                 |  |                                  |
|---|--------------------------------|--|----------------------------------|
|   | Low Value Contract<br><£75,000 | Medium Value Contract<br>£75,000 to £181,000 | High Value Contract<br>>£181,000 |
| Provision of full service as described in the scope of requirements |                                |  |                                  |
| Remarks (max 100 words per contract threshold)                      |                                |  |                                  |

- Response pricing will be evaluated by using the percentage fee to determine a total cost, using an assumed level of work for all three categories, then comparing the total cost against all other bids received, and allocating a Final Price Score based on 60% of the total scoring. The lowest price will get the highest score.

The formula to calculate each bidder's Final Price Score is below.

- An **average price** of all bids received is calculated.  
= sum of all bid total costs / number of bids.
- A **price score** is calculated comparing the bidder's cost to the **average price**  
=  $200 - (100/1 * \text{bidders price} / \text{average price})$
- A **normalised price score** is calculated comparing the price score with the maximum **price scores** of all bids  
=  $100 * \text{bidder price score} / \text{maximum bidder price score}$
- Final Price Score** is calculated by weighting the normalised price score by 20%  
=  $\text{bidder normalised price score} * 20/100$

## NON PRICE EVALUATION

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The non-price evaluation shall undertake a 2-Stage process.

### Stage 1 – Declaration Statement by Service Provider: Qualifications & Capacity - PASS/FAIL

With reference to the overall scope of requirements, the Service Provider will be engaged to design, specify, procure and manage project(s) for and on behalf of the Trust. Therefore, the Service Provider is requested to declare and where appropriate provide supporting documentation to ensure that in the delivery of project(s) the Service Provider has the necessary qualified professional staff resource available. The expected resource functions are to include:

- Mechanical Senior Engineer(s)
- Mechanical Engineer(s)
- Procurement Management/Administration
- Project Management (including; programme, cost control & works valuations)
- Health & Safety (Principal Designer in accordance with CDM2015 as applicable)

If the Service Provider is unable to provide assurance to the Trust of appropriate levels and qualifications of professional staff resource then this will immediately disqualify the Service Provider from further participation in this appointment process.

### Stage 2 – Understanding the Engagement – RESPONSE EVALUATION

Service Providers are requested to submit responses to each of the 8-elements included within the scope of requirements. The responses should describe how the Service Provider would deliver this element of service for the Trust. For each element, the response should provide reference to a recently completed project describing support given to the client using the headlines of Cost, Time & Quality. A minimum of three separate projects are to be referenced.

- Responses should be submitted using the template document:  
**BWT0103 Mechanical Engineering Consultancy Supplier Non Price Return.doc**
- Responses should be no more than 200 words for each question. Any text, photographs, charts and tables beyond the 200-word count will not be evaluated.
- Responses will be scored using the Scores and Weightings detailed in the **Scoring Criteria Table** below.
- Details of how the Non Price Elements should be answered is listed below.

## NON PRICE EVALUATION

The non-price evaluation shall be undertaken in accordance with the schedule below. All responses are limited to a maximum of 200 words.

| Element   | Scope of Requirement<br>Element Description  | Response<br>(max 200 words)           | Marks<br>/5 | Remarks   |
|-----------|--|---------------------------------------|-------------|---|
| Element 1 | Following initial 'scoping meeting' with the Trust/site, undertake technical survey works at the site(s) and agree brief for tender. | Description of service to be provided |             | The response should describe how the Service Provider would <b>engage</b> with the Trust and respective site(s) to fulfil the element description. (max 200 words)  |
|           |  | Reference to recent projects          |             | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

|           |  |                                       |  |   |
|-----------|--|---------------------------------------|--|---|
| Element 2 | Review existing site(s) record documentation and associated asset records. | Description of service to be provided |  | The response should <b>demonstrate</b> how the Service Provider would undertake this element. (max 200 words)   |
|           |  | Reference to recent projects          |  | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

| Element   | Scope of Requirement<br>Element Description   | Response                              | Marks<br>/5 | Remarks   |
|-----------|---|---------------------------------------|-------------|---|
| Element 3 | Production of indicative design solutions, cost guidance and tender specifications for discussion and agreement with the Trust prior to tender for the appointment of a works contractor &/or sub-contractor. | Description of service to be provided |             | The response should describe the <b>process</b> that the Service Provider will adopt to <b>deliver</b> this element. (max 200 words)  |
|           |   | Reference to recent projects          |             | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

|           |   |                                       |  |   |
|-----------|---|---------------------------------------|--|---|
| Element 4 | Administration of the Procurement Tender period for the appointment of works contractor &/or sub-contractor | Description of service to be provided |  | The response should describe how the Service Provider will <b>deliver</b> the element description (max 200 words)   |
|           |   | Reference to recent projects          |  | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

| Element   | Scope of Requirement<br>Element Description                       | Response                              | Marks<br>/5 | Remarks   |
|-----------|---|---------------------------------------|-------------|---|
| Element 5 | Tender cost review & evaluation report for presentation to Trust. | Description of service to be provided |             | The response should describe the <b>process</b> by which the Service Provider will fulfil the element description (max 200 words)   |
|           |   | Reference to recent projects          |             | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

|           |   |                                       |  |   |
|-----------|---|---------------------------------------|--|---|
| Element 6 | Preparation of contract documentation and contractor &/or sub-contractor appointments | Description of service to be provided |  | The response should describe how the Service Provider would <b>deliver</b> the element description <b>for and on behalf</b> of the Trust. (max 200 words)   |
|           |   | Reference to recent projects          |  | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

| Element   | Scope of Requirement<br>Element Description  | Response                              | Marks<br>/5 | Remarks  |
|-----------|--|---------------------------------------|-------------|--|
| Element 7 | Contract period management & quality control of Contractors &/or sub-contractors work and associated cost control. | Description of service to be provided |             | <p>The response should describe:</p> <ul style="list-style-type: none"> <li>the project management procedures</li> <li>administrate the financial processes</li> </ul> <p>utilising the headings of Cost, Time &amp; Quality to fulfil the element description (max 200 words)</p> |
|           |  | Reference to recent projects          |             | <p>Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time &amp; Quality". Higher quality responses will highlight projects completed within the education sector.</p> <p>(max 200 words)</p>          |

|           |   |                                       |  |   |
|-----------|---|---------------------------------------|--|---|
| Element 8 | Management of contract completion and commissioning stages by contractor(s) &/or sub-contractor and review of associated O&M data and drawings for handover of project(s) to Trust. | Description of service to be provided |  | The response should <b>describe</b> how the Service Provider intends to fulfil the requirements regarding the <b>completion of projects</b> as stated within the element description. (max 200 words)   |
|           |   | Reference to recent projects          |  | Service Providers are required to respond with a short description of recently completed projects using the headings of "Cost, Time & Quality". Higher quality responses will highlight projects completed within the education sector. (max 200 words) |

**Scoring Criteria Table:**

| Score | Weighting | Explanation: Any text, photographs, charts and tables beyond 200 words count will not be included in the evaluation.  |
|-------|-----------|---|
| 0     | 0%        | <b>Non-compliant.</b> The Bidder's response to requirements is completely inadequate or absent. The Bidder has failed to show an understanding of the requirements and/or provide a meaningful explanation as to how the requirements will be met.  |
| 1     | 20%       | <b>Major deficiencies.</b> The Bidder's response has some major shortcomings and/or clear deficiencies, which on balance outweigh positive aspects of the response to the criteria and requirements.  |
| 2     | 40%       | <b>Minor deficiencies.</b> The Bidder's response has minor shortcomings and/or deficiencies, but on balance, the positive aspects, which meet the majority of the criteria and requirements, outweigh these.  |
| 3     | 60%       | <b>Meets Requirements.</b> The Bidder's response is compliant. It demonstrates a satisfactory understanding of the criteria and requirements and provides explanations as to how the requirements will be met.  |
| 4     | 80%       | <b>Good.</b> The Bidder's response demonstrates a good understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met.  |
| 5     | 100%      | <b>Excellent.</b> The Bidder's response demonstrates an excellent understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met. In addition, the Trust can identify areas where the offering provides significant, relevant benefit that enhances the requirements. |

## CONTRACT AWARD

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- The contract shall be awarded to successful service provider by a letter of appointment against the RFQ. Projects will be allocated by the award of a purchase order.
- The successful service provider quotation shall form the basis of the contract.
- Terms and Conditions Brooke Weston Trust will use are detailed in this RFQ
- The contract term is stated in Detailed Specifications Contract Period in this RFQ.
- Implementation schedule is documented in Schedule of Activity in this RFQ.

## BIDDERS CHECKLIST

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- Bidders must provide information to cover all elements of the specification, by the submission deadline.
- Authorised personnel must submit bids to the In-Tend Portal.
- Clearly indicate if any of the roles listed in this RFQ will be subcontracted to another service provider.
- Pricing is completed on **BWT0103 Mechanical Engineering Consultancy - Supplier Price Return.xls**
- Evidence of Stage 1 Non Price Qualifications
- Non price return is completed on **BWT0103 Mechanical Engineering Consultancy – Supplier Non Price Return.doc**
- Warranty Information supplied
- Indemnity Insurance information supplied

## BUSINESS OVERVIEW & BACKGROUND

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The Brooke Weston Trust specialises in education and has a network of both primary and secondary schools across Northamptonshire and Cambridgeshire. With a student population is around 7,000, staff population is around 1,000 staff, and details of the trust can be found via our website: <http://www.brookewestontrust.org>

Northamptonshire Schools: Brooke Weston Academy, Corby Business Academy, Corby Technical School, Beanfield Primary Academy, Gretton Primary Academy, Oakley Vale and Kettering Science Academy. Cambridgeshire schools: Thomas Clarkson Academy and Peckover Primary school.

## CONFIDENTIALITY STATEMENT

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All bidders agree that any information about Brooke Weston Trust, which is exchanged as part of the quotation, negotiation, or performance stages of this contract will be kept confidential by the bidder. This is especially important where the information includes Trust finances, enrolment issues, projects and plans for expansion, new academic areas, or other sensitive information.



## TAX AND INVOICE REQUIREMENTS

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Brooke Weston Trust holds “Charitable Non-Business Activity” status & as such is VAT exempt. Payment terms to the company are net 30 days from the date of invoice.

For this service, the Trust wishes to operate an interim payment schedule, based on a cash-flow forecast, which must be included within the returned quotation

## DISCLAIMERS

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- Late responses will not be considered.
- Quotations must address all terms of this RFQ.
- Terms and conditions may be incorporated into the final contract.
- In the event that there is a discrepancy between the contract and the RFQ, the RFQ will prevail.
- Brooke Weston Trust (BWT) reserves the right to accept or reject any or all quotations.
- It is the Trusts’ intention to award this contract to the service provider who provides the best overall value to the Trust.
- That value will be determined by an evaluation of the price and non-price elements of the returned service provider information.
- Brooke Weston Trust is not obligated to award this contract to lowest bidder.
- Brooke Weston Trust reserves the right to award a contract without further discussions. Therefore, the original submissions must be as complete as possible in all respects.
- Whether a quotation is responsive to this RFQ shall be determined exclusively by and under the sole discretion of Brooke Weston Trust.
- Brooke Weston Trust reserves the right to waive any informality in or reject any or all quotations and accept quotations deemed most favourable to the interest of Brooke Weston Trust after all quotations have been examined and reviewed.
- Any interpretations, correction, or changes in RFQ made in any manner, other than that described here, will not be binding on Brooke Weston Trust and should not be relied on in the RFQ process.
- Brooke Weston Trust may choose to terminate this RFQ at any time for any reason.
- Brooke Weston Trust makes no guarantees as to the actual service purchased, nor will Brooke Weston Trust accept any penalties from the service provider regarding the service purchased

## TERMS AND CONDITIONS

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These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and BROOKE WESTON TRUST.

### **1. Definitions - In these conditions:**

“Contract” means the agreement between BROOKE WESTON TRUST and the Contractor comprising BROOKE WESTON TRUST’s request for quotation (&/or request for quotation), any specification, the Contractor’s quotation (&/or quotation), these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.

“Contractor” means the individual, firm or company with whom BROOKE WESTON TRUST enters into the Contract (including where the context requires any of the Contractor’s sub-contractors) as identified in the Purchase Order.

“BWT” means the Brooke Weston Trust.

“Goods” means anything (other than Services) supplied or to be supplied to BROOKE WESTON TRUST under the Contract.

“Purchase Order” means the purchase order issued by BROOKE WESTON TRUST to the Contractor for the supply of Goods and/or the provision of Services.

(v) “Services” means all the services that the Contractor is required to carry out under the Contract.

### **2. Conditions for the supply of Goods - Contractor’s duties**

(i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor’s expense if they do not correspond with the Contract.

(ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by BROOKE WESTON TRUST. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must also include BROOKE WESTON TRUST’s reference number and the Purchase Order number.

(iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor’s expense.

### **3. Conditions for the supply of Services - Contractor’s duties**

(i) The Contractor shall properly perform the Services specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

### **4. Environmental Requirements**

(i) In providing the Goods or Services the Contractor shall comply with BROOKE WESTON TRUST’s environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

(ii) All written outputs produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

(iii) Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

### **5. Health, safety and security**

(i) The Contractor shall ensure that all of the Contractor’s personnel who have access to or are employed on BROOKE WESTON TRUST’s premises comply with BROOKE WESTON TRUST’s health, safety and security procedures and instructions and complete any additional security clearance procedures required by BROOKE WESTON TRUST before working at BROOKE WESTON TRUST’s premises.

**6. Invoices and Payment**

(i) The Contractor shall submit an invoice within 30 days of meeting any milestone set out in the request for quotation/& or RFQ to the satisfaction of BROOKE WESTON TRUST or otherwise within 30 days of supplying the Goods or Services to the satisfaction of BROOKE WESTON TRUST. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, BROOKE WESTON TRUST shall pay the Contractor within 30 days of receipt of an invoice.

**7. Corrupt Gifts and Payments of Commission**

(i) In accordance with the Bribery Act 2010, the Contractor shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of Brooke Weston Trust, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

**8. Official Secrets Acts**

(i) If applicable to the Contract, the Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

**9. Disclosure of Information**

(i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, BROOKE WESTON TRUST reserves the right to disclose information about this Contract pursuant to a valid request for information.

(ii) The Contractor hereby gives consent for BROOKE WESTON TRUST to publish the Contract in its entirety to the general public.

(iii) The Contractor shall not disclose any information relating to the Contract or BROOKE WESTON TRUST's activities without the prior written consent of BROOKE WESTON TRUST, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

**10. Discrimination**

(i) The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

**11. Sub-contracting and assignment**

(i) The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of BROOKE WESTON TRUST. Where the Contractor enters into a contract with a service provider or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the service provider or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

**12. Intellectual Property Rights**

(i) Subject to any prior rights of BROOKE WESTON TRUST, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contractor. The Contractor hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to BROOKE WESTON TRUST (and any person authorised by them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise deal with any materials in which such intellectual property rights exist.

**13. Termination**

(i) If the Contractor fails to fulfil its obligations under the Contract, BROOKE WESTON TRUST may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly incurred by BROOKE WESTON TRUST as a consequence of termination.

**14. Break**

(i) Without prejudice to condition 13, BROOKE WESTON TRUST shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor in each case by giving to the Contractor one month's written notice. During the period of notice BROOKE WESTON TRUST may direct the Contractor to perform all or any of the work under the Contract. Where BROOKE WESTON TRUST has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

**15. Loss or Damage**

(i) The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of BROOKE WESTON TRUST, or if BROOKE WESTON TRUST agrees, compensate BROOKE WESTON TRUST, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of BROOKE WESTON TRUST. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

**16. Recovery of Sums from Contractor**

(i) Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to BROOKE WESTON TRUST, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with BROOKE WESTON TRUST.

**17. Insurance**

(i) The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

(ii) The Contractor shall hold throughout the contract period a minimum PI level of £10 million, for each and every claim with unlimited aggregation.

**18. Notices**

(i) A notice may be served: by delivery to the Contractor; by sending it by email to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email, or on the second working day after posting.

**19. Law and Jurisdiction**

(i) The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

**20. Dispute Resolution**

(i) In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month BROOKE WESTON TRUST may refer the dispute to mediation. During the dispute the Contractor shall at BROOKE WESTON TRUST's discretion continue to perform the Contract with all due diligence.

**21. Variations to the Contract**

(i) No variation to the Contract will be effective until it has been recorded in writing and signed by BROOKE WESTON TRUST and the Contractor.