

SPECIAL NOTE TO TENDERERS

**THIS TENDER MUST BE FORWARDED TO THE EXECUTIVE
PRINCIPAL OF THE COLLEGIATE ACADEMY
IN A SEALED A4 ENVELOPE**

NAME OF COMPANY TENDERING:

ADDRESS:

FORM OF TENDER FOR:	Mininotes
CONTRACT COMMENCEMENT:	6th July 2009
CLOSING DATE FOR RECEIPT OF THIS TENDER:	NO LATER THAN 12.00 NOON ON 29th of June 2009

**ISSUED BY The Collegiate Academy Trust
Waterloo Road, Smethwick, B66 4ND
Registered Charitable Company limited by guarantee
Company No: 6336693 Registered in England and Wales
0121 5588086**

**Please return the completed tender to:
Shireland Collegiate Academy**



Tender for the Supply of HP Mininotes to the Collegiate Academy

Notes to Tenderers

1. Invitation

Tenders are invited for the supply of **190 x HP Mininotes 2140** as specified in this document. The successful tenderer will be notified by 6th of July.

2. Submission of Tender

- (a) Tenders should be returned by **no later than 12.00 noon on 29th of June.**

Tenderers are asked to note that an offer made in any format other than this tender document is likely to be rejected.

- (b) The completed tender document must be sealed and returned in an A4 envelope which must not bear any name or distinguishing mark (including postage franking impressions) which might reveal the identity of the tenderer. The envelope needs to be marked "**Tender**"
Any tender received not complying with these requirements will be rejected.

- (c) Tenderers are required to complete in full:-
- i) adherence to the specification
 - ii) Copy of 2 year of Accounts for the Organisation
 - iii) the price schedule for the services
 - iv) main contacts within the organisation
 - v) the declaration

3. Acceptance of Tenders

The Collegiate Academy Trust do not bind themselves to accept the lowest or any tender and also reserve the right to divide and/or to accept part or parts of any tender

4. Confidentiality

Recipients of the Tender Documents (whether they submit a Tender or not) shall treat the contents of documents as private and confidential.

5. Freedom of information and Data Protection

All information supplied will be used in accordance with the Freedom of Information Act 2000.

All information supplied to the successful provider must be kept confidential and in accordance with the Trust being the "Data Controller". Any information will be shared as the provider of the service to the Academy and must only be known to the named individuals delivering the service.



General Conditions of Contract

1. Definitions

In the Contract (which will be made by the acceptance of a Tender in whole or in part, and will comprise the Tender as so accepted, the Conditions of Contract,. The expression “The Contractor” means the person, firm or Company whose Tender is accepted. The expression “The Academy” means Shireland and or George Salter Academy.

2. Quantities

Any quantities stated in the Schedule(s) are those, which are estimated as the probable requirements of the Academy for the period of the Contract, but the Academy has the option of requiring the supply and delivery under any item in the Schedule(s) of any greater or lesser quantity.

The Academy reserves the right to add additional items to the contract, which will be subject to the same terms and conditions as the items listed on the price schedules.

3. Payment

- (a) An official order will be issued to the contractor on acceptance of the tender. This Official Purchase Order Number must be quoted in all correspondence.
- (b) All invoices, must quote the Official Purchase Order Number and be submitted in accordance with the instructions on the Official Purchase Order.
- (c) All payments will be made in sterling and paid within the Academy’s payment terms of 30 days.

4. Prices

If the tender is subject to price variation:-

- (a) Any application for price variation shall be submitted in writing to the Academy at least 30 days before the proposed implementation date of the increase and be accompanied by relevant supporting documents.
- (b) If the Academy is not prepared to accept the price increase so proposed, the Academy shall have the right to terminate the contract, giving to the contractor at least 5 days notice in writing of the application. The current prices shall remain in force until the date of termination of the Contract.
- (c) Tenders containing clauses such as ‘prices subject to fluctuation’ or ‘those ruling at the date of delivery’ will not be accepted.



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(d) Where Vat is Chargeable, this should be shown as a separate value.

5. Breach

If the Contractor shall fail to deliver within the time or times specified in the Contract or shall supply advice that is determined as unsatisfactory, the Academy without prejudice to any other remedy for breach of Contract it may have, shall be at liberty to determine the Contract either wholly or in part at an end.

6. Entitlement to Contract

The Academy has the right to contract with any person or persons firm or company other than the Contractors for the supply and delivery of similar items.

7. Cancellation of Contracts in Case of Corruption, etc.

The Academy shall be empowered to cancel the Contract and recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor is guilty of any practice considered by the Academy to be improper or corrupt. This clause covers such activities as inducements or gifts and acts prohibited by the Prevention of Corruption Acts, 1889-1916 and the Local Government Act, 1972, Sections 117(2) and (3). The Academy's decision on these matters is final.

8. Assignments and Underletting of Contracts

The Contractor shall not assign or underlet the Contract or any part of it and shall not sub-contract except with the written consent of the Academy.

9. Indemnity

The Contractor shall indemnify the Academy in respect of:-

- (a) Any liability which may be imposed on the Academy under any Act Of Parliament or Common Law in respect of personal injury to any person, whether employed by the Academy or not, occasioned by or in consequence of the performance of this Contract.
- (b) Any damage or injury to the property of the Academy by the Contractor, or his servants or agents.

10. Insurance

The Contractor shall adequately insure against the liabilities referred to in Clause 9 above and must provide evidence of this cover.

11. Royalties and Patent Rights



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The Contractor shall fully indemnify the Academy for any claim or action that may be brought against it regarding infringement of copyright, patent or similar protected rights in respect of any items supplied under the Contract. All payments and royalties which may be payable shall be included by the Contractor in the prices named in his tender and shall be paid by him to the relevant persons.

To the same extent any work specifically produced for the Academy remains the property of the Academy unless agreed otherwise.

12. Law

The Contract shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Academy are entitled in relation to the services ordered by virtue of statute or common law.

13. Equal Opportunities

The Contractor shall at all times observe a policy of equal opportunities in employment for all workers regardless of sex, marital status, age, creed, colour, race or ethnic or national origins. The Contractor or firm or organisation shall therefore comply with the requirements of the Sex Discrimination Act, 1975, the Equal Pay Act, 1970, (as amended on 1st January 1984), the Race Relations Act, 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discrimination Act, 1995 and the Employment Equality (Age) Regulations 2006.

14. Conditions

These conditions shall have precedence over any printed condition appearing on any acceptance form, delivery form or other documents or letter emanating from the Contractor and such conditions shall have no effect whatsoever except insofar as they confirm the terms of this Contract.



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Declaration

To: The Collegiate Academy Trust

I/We the undersigned do hereby tender and undertake to supply and deliver the service described or mentioned in the attached schedule and notes in accordance with the attached General Conditions of Contract.

This tender incorporates the Academy's General of contract for the supply of **190 x Mininotes** and acceptance in whole or in part thereof shall constitute a binding contract. No other terms and conditions shall apply.

Signed _____

Designation _____

Name of person to contact
in respect of this tender _____

Name and address of company:

Telephone _____

Fax Number _____

E Mail Address _____

Website Address _____

Date _____



Specification Requirements

This tender is on behalf of two Academies.

Please complete a detailed specification of how you will meet the scope of the tender as outlined below.

The proposal can be in any format as long as it includes each of the four areas shown below and the completed signed declaration is attached to show acceptance of the general conditions of the contract.

1. Scope of tender

Foci: To supply 190 x HP Mininotes 2140 as per the requirements below.

Requirements:

- 1) HP Mininote 2140 with 6 cell battery and 1 GB RAM.
- 2) Any Operating System

2. Organisation structure

Please give us the following information in as much detail as possible within the heading specified below.

Experience of Organisation and a copy of 2 years of Accounts

3. Price schedule

Please clearly state an analysis of cost per PC, showing any discount applied



4. Main Contacts

Please clearly show the address the orders need to be sent to and the main contacts within your organisation that will administer and monitor this contract.

Main Contact

Vikas Attri

Systems and Network Manager
Shireland Collegiate Academy
Waterloo Road
Smethwick
West Midlands
B66 4ND

Jane Kellas
Director Of Finance