



INVITATION TO TENDER

East Durham College

Contract for Student Public Transport

Period: Commencing 01/09/2022 for a period of 2 Academic Years (ending 31 July 2024), plus 2 years extension if required.

Tender ref: EDC ST01

Tender Deadline: 16:00 hours on 25/06/2022

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SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Find A Tender reference:	2022/S 000-014666
Contract Description:	Contract for Student Public Transport
Period of Contract:	Commencing 01/09/2022 for a period of 2 Academic Years (ending July 2024) with + 2 year extension if required
Queries:	All queries must be submitted to Joanne Wilson, joanne.wilson@eastdurham.ac.uk at least 4 working days prior to the deadline for submissions.
Submission instructions:	Tenders and all associated documentation must be submitted via e-mail to: joanne.wilson@eastdurham.ac.uk "Tender for Student Public Transport" MUST be stated in subject box.
Date/time for Tender return:	16:00 hours on 25 th June 2022

Timetable

This timetable is indicative only. The College reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	25/05/2022
Submission of Tenders	25/06/2022
Evaluation of Tenders	W/C 27/06/2022
Tenderer interviews/clarification meetings	TBC (if required)
Notification of result of evaluation	01/07/2022
Expected date of award of Contract(s)	18/07/2022
Contract commencement	01/09/2022

EAST DURHAM COLLEGE

FINANCE DEPARTMENT

1. INTRODUCTION

- 1.1. You are invited to tender for the provision of Student Public Transport, commencing 01/09/2022 for a period of 2 Academic Years (ending 31 July 2024), reviewed annually.
- 1.2. If you have any questions or require any clarification, please submit these to Joanne Wilson at joanne.wilson@eastdurham.ac.uk
- 1.3. Responses to individual queries will be copied to all Tenderers, without disclosing the name of the Tenderer who initiated the query. Tenderers should note that any queries should be raised no later than four working days before the closing date.
- 1.4. The College reserves the right to cancel the tender process at any point. The College is not liable for any costs resulting from the cancellation of this tender process not for any other costs incurred by those tendering for this Contract.
- 1.5. You are deemed to understand fully the processes that the College is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

2. DEFINITIONS

- 2.1. For the purposes of the contract, except where expressly stated to the contrary, the words below shall have the following meanings:

Contract	means the Contract entered into pursuant to the tender.
Contractor	means the successful organisation whose tender has been accepted and includes the Contractor's legal representatives and permitted assignees.
Tender	means the documents and information submitted by the Tenderer in response to this invitation to tender.
Tenderer	means the organisation submitting the tender.
College	means East Durham College.

3. **BACKGROUND**

- 3.1. East Durham College operates across three campuses and many local community venues, as well as providing work force development within individual work places across the region. [Mission, Vision, Core Values & Strategic Aims | East Durham College](#)
- 3.2. Further details of the College's needs under the Contract and other relevant information is provided in the Specification at **Schedule 1**.

4. **TENDER SUBMISSION REQUIREMENTS**

- 4.1. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 4.2. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their tenders and must satisfy themselves that the requirements of the contract are fully understood.
- 4.3. Tenderers may include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.
- 4.4. Tenderers may supply any other additional information that they wish to be considered as part of their offer.
- 4.5. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

5. **CONTRACT DOCUMENTS**

- 5.1. Any resulting Contract will consist of the Contract Particulars (to be completed), the General Conditions, the Special Terms and Conditions (all as set out in **Schedule 3**) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 5.2. Where the Special Conditions are at variance with the General Conditions, the Special Conditions shall apply.
- 5.3. This Tender is issued on behalf of the College and no Tender will be considered unless it is made on the official Form of Tender.
- 5.4. If the Tenderer adds any tender conditions which are at variance with the General or other conditions of the College then such added conditions shall be deemed to be null and void. The acceptance of any such tender by the College shall not in any way be deemed to be an acceptance by the College of the conditions null and void and the College's conditions shall apply.
- 5.5. Other than the person or persons identified above, no College employee or member of the College has the authority to give any information or make any representation (express or implied) in relation to this Tender or any other matter relating to the Contract unless specifically agreed by the above person.

- 5.6. The College reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.
- 5.7. Under the Contract the College will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 5.8. Estimated requirements (where indicated) are provided for the Tenderers guidance only and a greater or lesser amount may be required.
- 5.9. The College reserves the right to use references from other sources known to the College in addition to any which may be provided by Tenderers.
- 5.10. As part of the procurement process, it may be necessary for the College to undertake a financial assessment of Tenderers in order to mitigate risk to the College and ensure the financial stability of any potential contractor. The College therefore reserves the right to obtain financial reports from third parties in relation to this contract. In the event of an unsatisfactory report the recommended Tenderer may be required to provide a parent company guarantee or an indemnity bond prior to contract award.
- 5.11. Any contract award will be conditional on the Contract being approved in accordance with the College's internal procedures and will allow the statutory standstill period of a minimum of 10 days to elapse before sending confirmation of contract award to the successful Tenderer.

6. TENDER EVALUATION

- 6.1. Each submitted Tender will be checked initially for compliance with all requirements of the Tender.
- 6.2. During the evaluation period, the College reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 6.3. The College may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

Questions	Weighted Score
Sustainability and approach to net Zero	5%
Ability to meet specification including Method Statement	15%
Capability and capacity to fulfil contract	5%
Company experience in the provision of similar contracts	10%
Added Value	5%
Total Quality	40%
Pricing Schedule	60%

Scoring Methodology	
3	Exceeds Requirements
2	In Line with Requirement
1	Meets Acceptable Minimum
0	Not addressed or fails to meet Acceptable Minimum

7. **SELECTION CRITERIA**

- 7.1. Tenderers must complete Schedules 2-9
- 7.2. The Business Questionnaire will be used to evaluate Tenderers past experience to undertake the requirements of the Tender and will be evaluated by reference to the information supplied in the Business Questionnaire
- 7.3. Only Tenderers who successfully meet all of the College's requirements as set out in Schedule 9 Business Questionnaire for economic and financial standing and technical or professional ability will be considered.

8. **AWARD CRITERIA**

- 8.1. Tenders that successfully pass the selection criteria will be assessed by an evaluation panel to determine the most economically advantageous tender taking into consideration the following award criteria:

Quality of proposed service in terms of: 40%

- Approach, methodology, sustainability and flexibility
- Ability to meet specification
- Capability and capacity to fulfil contract
- Company experience in the provision of similar contracts
- Added Value

Overall costs including: 60%

- Fee structure including basis for future fee increases
- Rebates
- Prompt Payment Discounts

- 8.2. The College does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted. If more than one tender is received from a Tenderer, then only the final tender received will be considered.
- 8.3. An evaluation panel will consider all Tenders correctly submitted and will select one with a view to reaching a contractual agreement subject to clarification of any outstanding matters.
- 8.4. Upon completion of the tender evaluation, all tenderers will be advised of the proposed contractor and notification (standstill letter) issued. At the end of the

standstill period, a final decision will be made on whether to confirm the contract award or not and, all tenderers shall be notified of the final award decision.

9. INFORMATION REQUIRED FROM TENDERER :

9.1. Tenderers are asked to indicate

- 9.1.1. Their proposed methodology for fulfilling the Contract and meeting the Specification below **Schedule 1**;
- 9.1.2. Proposal for working in partnership with the College to maximise process efficiencies for example consolidated invoicing
- 9.1.3. Tenderers must also indicate all other costs that will be associated with the contract. It is the responsibility of the Tenderer to include all costs including rates, expenses etc that will form part of this contract. No claim for additional payment will be considered for items that have not been specified within the tender.

10. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 10.1. The College is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 10.2. As part of the College's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 10.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 10.4. The College will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the College shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The College must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 10.5. The College will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - 10.5.1. has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

- 10.5.2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- 10.5.3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

SCHEDULE 1-SPECIFICATION

Summary of Requirements

East Durham College are seeking a student transport service provision which will allow learners the ability and facility to travel to and from the below campuses as well as designated work placements in the operating area as required.

Peterlee Campus	Willerby Grove, Peterlee, County Durham, SR8 2RN, UK
Houghall Campus	Durham, DH1 3SG, UK
Technical Academy	1 Palmer Road, South West Ind Est, Peterlee, Co Durham, SR8 2HU

Objectives of the service

To provide a high-quality “free transport service” for students at the College that is:

- reliable
- gives high levels of student satisfaction
- addresses the health and safety of all passengers

Current provision and requirements

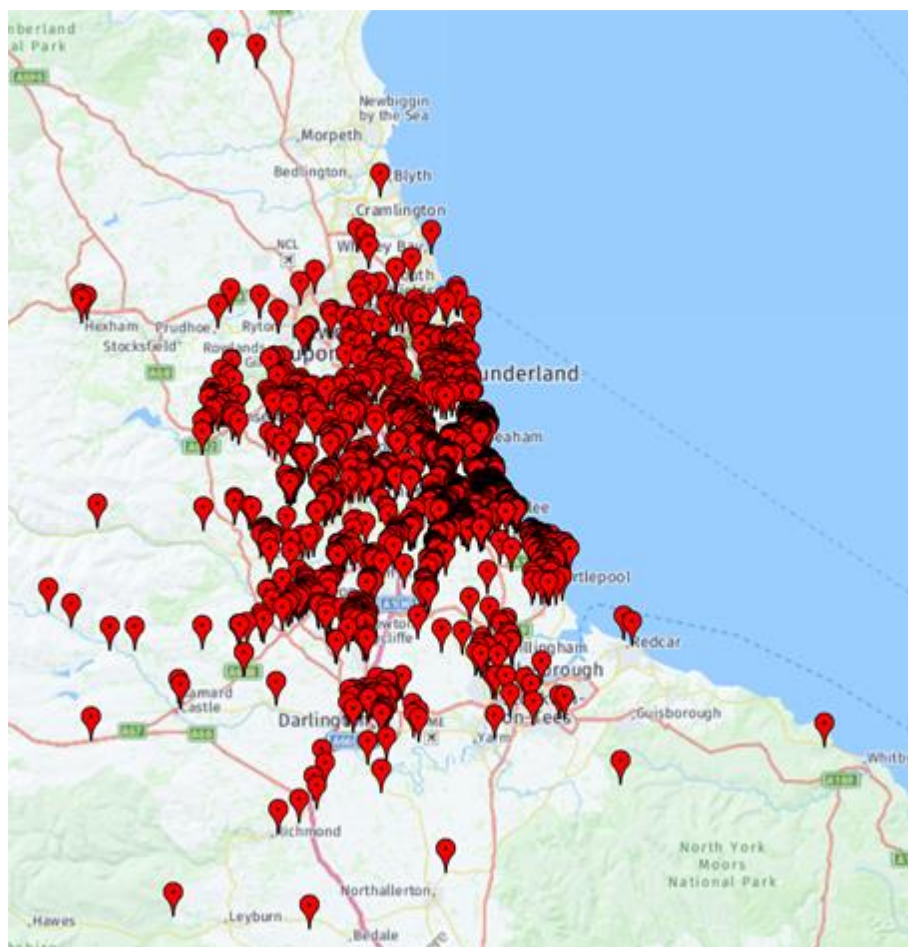
To enable tenderers to fully consider the overall requirements of the service. The current bus routes together with a summary profile of student postcodes is listed below:

The current dedicated services run by the incumbent operator can be seen (appendix 1) which support covering routes not well served by their existing network.

Areas/Zones

Note student numbers and postcodes change from year to year but the current geographical area that is required to be covered is shown on the map below (based on 2,051¹ postcodes): If the postcodes cannot be all covered then please state this in your response to MS6 in Schedule 2.

¹ Postcode list available on request



Revised Requirements

We would like Contractors to provide 2 prices based on the below specifications:

	Lot 1	Lot 2
Duration	41 weeks excluding Christmas and Summer	All year
Times	No time restrictions	No time restrictions
Days	Weekdays only	Weekdays only
Routes	Current routes**	Current routes**

**The College would welcome alternative proposals from service operators for the respective routes to be covered and their relevant route timetables (see Schedule 2).

Dates for 2022 (similar every year thereafter but subject to academic calendar)

Monday 5th Sept- Friday 16th December 2022

Wednesday 4th January 2023- Friday 7th July 2023.

Accessibility

Some students who use this service may be additional support students with learning difficulties or other disabilities and we therefore require all buses to comply with the Public Service Vehicle Accessibility regulations 200 at all times.

Variation to Services

The College may need to amend the services set out above from time-to-time depending on its student reach. The Contractor should set out clearly their proposal for how variations to services would be made and any associated timeframes.

Service Levels

The College wish to be able to obtain information form the Contractor on the following areas by routes covered:

- No of services cancelled
- No. of breakdowns
- % services on time

It is up to the Contractor to ensure that any services provided/proposed have sufficient capacity so students are not left

Management information

The Contractor should record all journeys taken and present this information quarterly to the College. This will enable the College to effectively review the Services being provided and ensure they are continuing to meet the needs of the learners.

Service Information

Vehicles shall display adequate signage about the destination to avoid passenger confusion.

Student passengers

All learners who complete their enrolment with the College will receive a learner I.D card entitling them to travel on the service. These will only be valid on the specific routes, date and times specified under the Services Contract, unless otherwise agreed by the College and the Contractor.

It will be the Drivers responsibility to ensure that all users of the service display a valid ID card upon entry to the vehicle. As part of the tender, tenderers are requested to state any additional/alternative checks that will be applied for learners to use the service (if applicable).

If the Contractor would like to suggest a different method to allow students to travel e.g. a dedicated bus pass please provide details within your proposal.

Statutory Requirements

The College expects that the Contractor will hold a valid Passenger carrying and Vehicle Operators Licence of the relevant classification.

All vehicles will be licenced as a Public Service Vehicle (PSV) and shall display the relevant licences.

The Contractor shall bear the sole responsibility for ensuring that all vehicles used in the service are fit for purpose in all respects and comply with all relevant statutory requirements including, without limitation: Road Traffic and Licensing Legislation, the Motor Vehicles (Construction and Use) regulations 1986, Public Service Vehicles (Conditions of Fitness, equipment and Use) regulations 1981.

All vehicles shall have relevant MOT certificates

Prohibition Notices/defective Vehicles

If any enforcement or prohibition notice is served under nay Road Traffic or Licensing legislation, including the Public passenger Vehicles Act 1981 or any amendment thereof, in

respect of the vehicles, whether in use for this contract or not, the Contractor should immediately notify the College in writing of the details and provide a copy of the notice.

Should the College become aware of vehicles being used that do not meet the College's required standards, the College reserves the right to request a replacement vehicle. Should the College be required to take this action the Service Operator(s) will be issued with a written warning. As the safety of students is imperative, the College reserves the right to terminate the contract due to concerns over vehicle safety.

Vehicles

All vehicles used to deliver the service MUST:

- be covered by appropriate vehicle insurance policy from a reputable company
- undergo daily safety checks and be fully roadworthy

On PSV licenced vehicles:

- the driver must have direct control over the opening and closing of passenger doors by electronic /mechanical means
- Vehicles must be fitted with a correctly functioning speed limiter
- Vehicles must be fitted with an automatic and audible reversing warning device
- Have suitable heating and air conditioning systems for passenger comfort
- Be well maintained and cleaned internally and externally
- Carry the appropriate fire extinguishers and /or fire blankets for vehicle fires

The Contractor, at all times must keep proper records of services, repairs which should be able to be produced by the Contractor should the College wish to inspect them.

Professional Driver Competency and Safety

All drivers must hold the relevant Public Service Vehicle licence and always carry out their duties in a professional and courteous manner. In addition, we would expect them to be presentable and wear appropriate attire or a company issued uniform.

The College expect the Service Operators to check Driving Licences of all drivers on a quarterly basis for any convictions.

Misconduct

Should the College become aware of drivers acting inappropriately towards the students the College will request a full investigation be carried out by the Service Operators. Findings of any investigation will need to be forwarded to a nominated member of College staff within the timescales agreed upon commencement of such an investigation. Dependant on the nature of the complaint, the College reserves the right to request the withdrawal of the Driver in question from all College routes until a full investigation has been completed.

Feedback

The learners' perception of the condition of the vehicles and the service level of the driver(s) is imperative to the College. The learners' opinion of the service will be gained throughout the year and feedback will be provided to the Service Provider during contract review meetings.

Any complaints made against the Service of the Contractors personnel shall be thoroughly investigated jointly by the College and the Contractor. Any complaints should be resolved as soon as practicably possible.

Assignment and Sub Contracting

Any change in ownership of The Contractor's company or business, or change of partners and in the case of a Company a change in shareholders that constitutes a substantial change in the ownership of the business, whether or not this involves change of name, must be notified by The Contractor to The College in writing fourteen days prior to such change occurring. Failure to do so may be regarded as a breach of Contract.

No part of this contract shall be sub-contracted, transferred or assigned to a third party without the express written agreement of the College.

In the event of an emergency the Contractor may arrange for temporary sub-contracting, providing the drivers and conductors have recently passed an enhanced DBS check, and that all legal requirements are in place. The Contractor must notify the College prior to its intention to sub-contract. In such circumstances the College will decide whether to permit the emergency sub-contracting, and the continuance of the temporary emergency arrangements, or the College shall arrange suitable provision itself. Failure by the Contractor to comply with this condition will allow the College to terminate the contract immediately and without warning.

Substitution

If the Contractor fails to observe or perform any of the terms or conditions of the Contract to the satisfaction of the College or the Contract is terminated or suspended, the College may employ another person or persons to perform any part or the Contractor's entire obligation under the Contract and the Contractor will not be paid the sums due during these periods.

Contract Management

The College and the Contractor shall appoint an individual responsible for general liaison between the parties, and a further individual to be contacted should problems need to be escalated.

Contract reviews

It is a requirement of the Contract to hold regular meetings to monitor the Service against the contract. These should be formally agreed at the start of the Contract, however, it is expected they shall be held at least every 6 months, or more frequently if required.

SCHEDULE 2- PRICING AND METHOD STATEMENT

- 1.1 Tenderers are referred to Schedule 4 of the Invitation to Tender, the Form of Tender, which must be completed. Tenders should note that due to the nature of goods being procured, the College is **exempt from VAT**. Tenderer must specify the fixed cost for the whole contract year by year.
- 1.2 Tenderers are to provide information in the following tables. Where additional information is requested or you have additional information to support your tender submission, it should be attached in the specified format:

Price Schedule

PS1	Route Pricing			
	<ul style="list-style-type: none"> Please provide your prices below for each of the Lots you are tendering for as per the specification set out in Schedule 1: 			
	Item No	Lot No	Route	
	Annual cost excluding VAT			
	1	Lot 1	41 weeks	£
	2	Lot 2	All year	£
PS2	Cost Breakdown			
	<ul style="list-style-type: none"> Provide a breakdown to define how you have calculated the costs associated with your price proposal. <p>Responses must be shown as a percentage of the total cost and, where highlighted, the current cost in £.</p>			
	Description	Response required as a % of total cost	Current cost in £	
	Drivers wages	%	£	
	Fuel	%	£	
	Depreciation / Road Tax / Insurance	%	No response required	
	Vehicle maintenance	%	No response required	
	Other overheads	%	No response required	
	Profit	%	No response required	
PS3	Added Value			
	<p>Tenderers are invited to provide a statement detailing any additional discounts, retrospective rebates or incentives that are applicable to your bid</p> <p>This could take the form of:</p> <ul style="list-style-type: none"> - A retrospective rebate - Discounted charging and/or payment structure - Discounts for travel outside of the 41-week period - Any other added value <ul style="list-style-type: none"> Please include below, or as an attachment, details of any Added Value proposals you can offer as part of the College Service. <p>Details provided / not provided</p>			
PS4	Payment Terms			
	<p>The College's standard payment terms are by the end of the month following the month of invoice on receipt of a correctly rendered invoice.</p> <ul style="list-style-type: none"> Please detail below any additional discount for payment of invoices within: 			
		Discount Offered	Comments	
	a	7 days from receipt of invoice	%	

	b	14 days from receipt of invoice	%	
	c	21 days from receipt of invoice	%	
	d	28 days from receipt of invoice	%	

Method Statement

MS1	<p>Service Level Agreement</p> <p>The College intends to set up some KPIs with the successful tenderer(s). As a minimum, the following key areas shall be assessed to measure total performance of the Service.</p> <ul style="list-style-type: none"> - No of services that run late or are cancelled (this can have a direct impact on student satisfaction of the college and sometimes even provide safeguarding issues) - Ability to service the requirements of the College - Procedures for dealing with any complaints, injuries or accidents 										
MS2	<p>Vehicles</p> <ul style="list-style-type: none"> • Confirm the size of your vehicle resource. The information you provide should include, as a minimum: <table border="1" data-bbox="172 824 1452 1019"> <tr> <td>The number of vehicles</td><td></td></tr> <tr> <td>Average seating capacity of vehicle resource</td><td></td></tr> <tr> <td>Average age of vehicle resource</td><td></td></tr> <tr> <td>Age of Oldest vehicle in your fleet</td><td></td></tr> <tr> <td>Age of Newest vehicle in your fleet</td><td></td></tr> </table> <ul style="list-style-type: none"> • Add any comments to support your response to Question MS2 <p>Details provided / not provided</p>	The number of vehicles		Average seating capacity of vehicle resource		Average age of vehicle resource		Age of Oldest vehicle in your fleet		Age of Newest vehicle in your fleet	
The number of vehicles											
Average seating capacity of vehicle resource											
Average age of vehicle resource											
Age of Oldest vehicle in your fleet											
Age of Newest vehicle in your fleet											
MS3	<p>Driving Licences</p> <p>The College requires confirmation, and an assurance, from the Contractor that all drivers used in the delivery of this Service shall hold, at all times, a valid driving licence with full entitlement to drive a Passenger Carrying Vehicle in the UK.</p> <ul style="list-style-type: none"> • Please enclose a signed statement to this effect on Company headed paper. <p>Details provided / not provided</p>										
MS4	<p>Risk Assessments</p> <ul style="list-style-type: none"> • Provide details and evidence, including risk assessments, of the controls and procedures you have in place to ensure that Drivers you employ shall: <ul style="list-style-type: none"> - Be medically fit to undertake the services - Not exceed their permitted driving hours without taking mandatory rest periods - Have the relevant driving licences and meet any other areas of legislation - Be randomly checked and/or monitored to ensure they are not driving passengers whilst under the influence of alcohol and/or drugs 										

	<ul style="list-style-type: none"> - Report all driver misdemeanours (including exceeding driver's hours and falsifying driver's records), road traffic violations, fines, and licence infringements, regardless of whether these occur during, or outside of, the delivery of this service - Be fully briefed and understand the level of courtesy and patience expected from them, and appreciate that they may need to give extra consideration when dealing with vulnerable or special needs students <p>Details provided / not provided</p>
MS5	<p>Operators Licence</p> <ul style="list-style-type: none"> • Provide the following detail: <ul style="list-style-type: none"> - Operator licence number - Number of 'O' discs held
MS6	<p>Proposed Routes</p> <ul style="list-style-type: none"> • Provide the following detail: <ul style="list-style-type: none"> - Routes proposed - Route timetables

SCHEDULE 3

PART 1-CONTRACT PARTICULARS

Contract Title	Student Public Transport	
Customer	East Durham College C/o Finance Dept Willerby Grove Peterlee County Durham SR8 2RN	
Contractor	[please insert company name & address]	
Commencement Date	01/09/2022	
Contract Period (including option to extend)	2 Academic Years (ending 31 July 2024), plus option to extend by 1 year	
To be called off by Order	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Specification/Description	As detailed in Schedule 1	
Address for Notice	East Durham College C/o Finance Dept Willerby Grove Peterlee County Durham SR8 2RN	
Price	£ or See attached Pricing Schedule	
Location	At any campus/building within East Durham College	
Period Prices Remain Firm	[please insert-refer to special conditions]	
Settlement Terms	30 Days	
Minimum Order Value/Quantity	[please insert]	

College Authorised Representatives		
Name	Position	Contact Details
Alistair Cummins-MacLeod	Director of Student Experience, Engagement & Wellbeing	Tel: 0191 5188296 E-mail: Alistair.Cummins-MacLeod@eastdurham.ac.uk
Joanne Wilson	Procurement Officer	Tel: 0191 5188238 E-mail: joanne.wilson@eastdurham.ac.uk

Contractor Manager		
Name		Contact Details
[please insert]		[please insert]
Contractor Key Personnel		
Name	Position	Contact Details
[please insert]	[please insert]	[please insert]

Insurance or update from PQQ	
Insurance type:	Minimum level
Employers Liability Insurance	Please confirm
Public Liability Insurance	Please confirm
Professional Indemnity Insurance	Please confirm

SIGNED BY: **SIGNED BY:**
POSITION: **POSITION:**
DATE: **DATE:**

duly authorised to sign for and
on behalf of

duly authorised to sign for and
on behalf of the College

Organisation:

Address:

Occupation:

Position:

SCHEDULE 3

PART 2 - SPECIAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. The contract is for a period of 2 Academic Years (ending 31 July 2024), reviewed annually, commencing on 01/09/2022.

2. PRICING

- 2.1. The College is anxious to obtain some stability of price during the period of the Contract. Prices must therefore be fixed for a minimum period of 12 months.
- 2.2. The Contractor shall have the ability to propose to vary the price, by giving the College not less than 60 days written notice in advance of such variation effective at the end of the initial fixed period providing that:
- 2.3. Such variation shall not exceed the annual Retail Price Index for all items excluding mortgage interest payments (RPIX) ruling at the time of the increase and should not preclude the possibility of any reductions in charges; and
- 2.4. Any notice of variation under this clause will be limited to one request in any twelve (12) month period.
- 2.5. Changes to the Price will only become effective when agreed and accepted in writing by the College.
- 2.6. The College reserves the right not to accept any price increase if considered unjustified and the Contractor must allow the College to inspect all relevant documentation supporting the application.
- 2.7. The College reserves the right to continually test the market in order to ensure that the Contract prices are competitive within the marketplace. In the event of the College obtaining a lower bona fide offer from another organisation for the same goods or services, the Contractor will be provided with the opportunity of revising its terms accordingly. Should the Contractor be unable to match the new offer then the College reserves the right to accept the new offer and procure the goods or services from the other organisation.
- 2.8. The successful Tenderer will be expected to collaborate with the College over the contract period to achieve continuous improvement in the quality and delivery of the Contract. Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

3. CONTRACT MANAGEMENT

- 3.1. The College undertakes regular Contract monitoring to ensure Contract standards are met, evaluate Contractor performance and consider areas for improvement. Regular meetings will be held between the College and the Contractor throughout the period of the Contract.
- 3.2. If requested by the College, the Contractor will provide management information reports when required which may include but not be limited to:

- Contract spend and usage breakdown

4. PROCUREMENT

- 4.1. In line with the College's strategic objective to increase process efficiencies, invoices which do not state the corresponding purchase order number will be rejected by the College and returned to the Contractor (No PO No Pay). The Contractor will be expected to work in partnership with the College to take full advantage of the benefits associated with the automation of the procure to pay process throughout the duration of the contract.

5. DISCLOSURE AND BARRING SERVICE (DBS)

- 5.1. The Contractor shall upon reasonable request by the College at the Contractor's cost provide in good faith, details including full name, address, date of birth and place of birth of any employee or operative whether directly employed by the Contractor or otherwise engaged by them to provide the Services and shall do so within 14 days of any such request for the purpose of enabling the College to carry out a standard/enhanced DBS check at the Contractor's cost pursuant to the provisions of Part V of the Police Act 1997.
- 5.2. For avoidance of doubt, the Contractor shall not be obliged to provide any personal data or any other information for the purposes of running a DBS check in respect of any services outside those which are not listed in Schedule 1.
- 5.3. Where, following a check under clause 5.1 above, a criminal conviction certificate is obtained by the College following the DBS check and the nature of the listed previous convictions leads the College to the reasonable conclusion that the person who was checked is unsuitable to provide the Services, then upon the College giving notice to the Contractor, they shall immediately liaise with the College to identify any mitigating actions including where necessary replacement of the driver. The College is not under any obligation to disclose the results of any DBS check.

6. TERMINATION

- 6.1. Either party shall have the right to terminate at any time provided not less than 2 months written notice is provided save where the Contractor commits a fundamental breach of contract which is not remedied in which case the Contractor will be given immediate written notice to remedy the breach within 28 days in default of which the Customer can terminate the Contract forthwith thereafter subject to giving the Contractor final written notice.

7. LOCATION AND FACILITIES

- 7.1. The Contractor will be required to provide the Services to East Durham College as specified in Schedule 1.

8. EXIT STRATEGY

- 8.1. The Exit strategy sets out the obligations of the College and Contractor to achieve the orderly transfer of responsibilities for the provision of any service from the Contractor to a new contractor following expiration of this Contract.

- 8.2. The principle objective of the Contractor upon exit shall be to ensure the continuity of the Service under any transfer of Contract.
- 8.3. The Exit Strategy period shall commence 3 months prior to Contract expiry or termination.
- 8.4. The Contractor shall undertake the following obligations as part of the Exit Strategy:
- 8.5. The provision of exit data for the service and any additional services introduced during the period of the Contract.
- 8.6. The provision of a project manager and necessary resources to manage the Contractor's responsibilities and obligations during the handover period.
- 8.7. The provision of any relevant information (excluding commercially sensitive information) to the College which is required to ensure the continued operation of the service following handover period.
- 8.8. The Contractor shall maintain exit data which shall be made available to the College or a new contractor sufficient to enable the transfer of the service.
- 8.9. A handover plan shall be developed between the College and Contractor and shall operate from when the Contract expires or under termination conditions defined within the Contract.

9. **ANTI BRIBERY**

- 9.1. The Contractor acknowledges and agrees to abide by all applicable anti-bribery and corruption laws and regulation in force from time to time

SCHEDULE 4 - FORM OF TENDER

Student Public Transport (the "Contract")

To: East Durham College
C/o Finance Dept
Willerby Grove
Peterlee
County Durham
SR8 2RN

I/We the undersigned hereby offer to provide the Contract as described in the Specification to the College in accordance with the terms and conditions of contract as determined within the Invitation to Tender for the sum of (amount in words):

.....
.....

I/we agree to enter into a formal agreement with the College, when so required by the College, embodying this offer, in accordance with the terms and conditions of Contract as determined within the Tender Documents, at such time as we may be called upon to do so. Until such an agreement is completed, we agree that this offer together with written acceptance from the College shall constitute a legal and binding contract between the College and ourselves.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the College) and if required in the interim provide the Contract in accordance with the Contract specification and terms and conditions if necessary.

I/We understand that the College reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by: Name(s):
.....

Position:

For and on behalf of:

Address:

.....

Date:

SCHEDULE 5 - CERTIFICATE OF NON-COLLUSION & NON-CANVASSING

Student Public Transport (the “Contract”) Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the College in connection with the proposed award of the Contract by the College, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the College in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract is that the College shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- communicate to a person other than the College, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the College may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed:

Name:

Position:

For and on behalf of:

SCHEDULE 6-EQUALITY AND DIVERSITY

The College is an Equal Opportunities organisation and actively seeks to promote equality of opportunity and racial equality throughout all its functions. Does your organisation comply with its legal obligations relating to the following?

Race	YES/NO (delete as appropriate)
Sexual Orientations	YES/NO (delete as appropriate)
Disability	YES/NO (delete as appropriate)
Age	YES/NO (delete as appropriate)
Religion or Belief	YES/NO (delete as appropriate)
Gender	YES/NO (delete as appropriate)
Human Rights	YES/NO (delete as appropriate)
NOTE TO ORGANISATION: You must keep up to date with relevant changes in legislation.	

Section 6	Equality and Diversity	
Question number	Question	Response
6.1	In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.2	In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination by, for example, the Commission for Racial Equality (CRE), Disability Rights Commission (DRC), Equal Opportunities Commission (EOC) or Equality and Human Rights Commission (EHRC)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.3	If the outcome of either of the last two questions (above) was yes, what action were you required to take as a result of that finding or investigation?	
6.4	If you were required to take action, what action did you take?	
6.5	If you were required to take action and no action was taken, please explain why not?	
6.6	If you were required to take action, did the action taken satisfy the relevant organisation?	

Is your policy on equality and diversity set out:

In instructions to those concerned with recruitment, selection, remuneration, training and promotion?	Yes <input type="checkbox"/> No <input type="checkbox"/>
In documents available to employees, recognised trade unions or other representative groups of employees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
In recruitment advertisements or other literature?	Yes <input type="checkbox"/> No <input type="checkbox"/>

SCHEDULE 7 - SUSTAINABILITY

The College is committed to reducing the amount of carbon emissions from its direct and indirect operations. Tenderers are requested to complete the following short questionnaire.

Section 7	Name of Organisation: Tender reference:	
Question number	Question	Response
7.1	Do you have a Sustainability Strategy? If yes please include	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.2	Do you have a Net Carbon Zero Adaptation Plan? If yes please include	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.3	How do you minimise carbon emissions from your energy use at your depots and offices?	
7.4	How many of the buses used in providing the service use alternative fuels like gas, EV or other hybrid technologies?	
7.5	How do you minimise water consumption? Particularly with regards to vehicle washing?	
7.6	Please indicate what strategies are in place and are actively used to reduce fuel usage?	
7.7	Please indicate what strategies are in place and are actively used to reduce and minimise waste?	

SCHEDULE 8 – E-PROCUREMENT CAPABILITY

Purchase Orders

It is anticipated that future orders placed by the College will be despatched via e-mail to reduce production costs and ensure there are no delays in you receiving the order.

NB: To ensure you receive the order promptly your email address should be accessible by Multiple users (to avoid delays due to staff absence/departure etc).

E-mail address for receiving purchase orders from the College	
Please confirm that the e-mail address you have provided can be accessed by multiple users	Yes/No
E-mail address for receiving remittance notes from the College	
Telephone No:	
Fax No:	

BACS Payments

The College uses BACS to pay all its suppliers. We therefore require your company bank account details.

Bank Name:	Account Name:
Bank Address:	Account No:
	Sort Code:
Signature:	Date:
Name:	Company Stamp:
Position in Company:	

SCHEDULE 9 - BUSINESS QUESTIONNAIRE

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section A	Potential supplier information	
Question number	Question	Response
A1	Full name of the potential supplier submitting the information	
A2	Registered Trading Name if Different	
A3	Type of organisation a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector other (please specify your trading status)	
A4	Registered office address (if applicable)	
A5	Correspondence Address if different from above	
A6	Address from which the contract will be provided	
A7	Registered website address (if applicable)	
A8	Company registration number (if applicable)	
A9	If you have included details of ultimate holding/parent company would they be willing to guarantee your contract performance or enter into any requisite legal documents?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A10	Principal areas of business activity for your organisation	
A11	Date of registration in country of origin	
A12	Charity registration number (if applicable)	
A13	Head office DUNS number (if applicable)	
A14	Registered VAT number	
A15	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A16	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	

A17	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A18	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
A19	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A20	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁴ <p>(Please enter N/A if not applicable) Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.</p>	
A21	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

² See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

A22	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
A23	A Group structure chart explaining the relationship between Group companies	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section A	Contact details and declaration	
Question number	Question	Response
	Contact name	
	Name of organisation	
	Role in organisation	
	Phone number	
	E-mail address	
	Postal address	
	Signature (electronic is acceptable)	
	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section B	Grounds for mandatory exclusion	
Question number	Question	Response
B1	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
B1(a)	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B1(b)	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B1(c)	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B1(d)	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B1(e)	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B1(f)	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at B2
B2	<p>If you have answered yes to questions at B1 please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
B2(a)	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
B3	Regulation 57(3)	Yes <input type="checkbox"/> No <input type="checkbox"/>

	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
B3(a)	If you have answered yes to question B3 please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section C	Grounds for discretionary exclusion	
	Question	Response
C1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
C1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at C2
C1 (j)	Please answer the following statements The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at C2

	<p>absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at C2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at C2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at C2</p>
C2	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	

Conflicts of interest

In accordance with question C1 (g), the College may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the College, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the College should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question C1(i), the College may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The College may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this questionnaire. The College may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the College may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions B1, B3 and C1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation

Part 3: Selection Questions

Section D Economic and Financial Standing		
	Question	Response
D1	We can provide a copy of your audited accounts for the last three years? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
D2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section E If you have indicated in the Selection Questionnaire that you are part of a wider group, please provide further details below:		
Name of organisation		
Relationship to the Supplier completing these questions		
E1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
E2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
E3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section F	Technical and Professional Ability
F1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

F2	<p>Please confirm if your organisation has ever had a contract terminated within the last three years. If “yes” please provide details</p>
F3	<p>Please confirm if your organisation has ever withdrawn from a contract prematurely If “yes” please provide details</p>

F4	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
F5	<p>Please provide a statement of any of the services which you intend to sub-contract to another organisation identifying the sub-contractor and the relevant services to be sub-contracted expressed by both value and proportion of contract sum , or proposed proportion %</p>

Section G		Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
G1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
G2	If you have answered yes to question G1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url No <input type="checkbox"/> Please provide an explanation

Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section H	Additional Questions
H1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £5m Professional Indemnity Insurance = £2m</p> <p>Product Liability Insurance = £5m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>
b.	<p>Please confirm that all vehicles within the vehicle fleet that will be used for the lots you are bidding are fully insured and will continue to be throughout the length of the contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Please identify the vehicles available to you to deliver the service for the lots you are bidding for below. Please state if any number of vehicles will be sub-contracted.</p>

H2 Licensing and registration (please mark 'X' in the relevant box)

H2(a)	<p>DBS Clearance</p> <p>Confirm that should the Contractor provide a dedicated service then it will ensure that it has appropriate DBS clearance for all staff involved with the delivery of this dedicated contract and that a register will be provided to the College when requested and in any event as part of any annual review</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If NO, then advise how you will ensure that this requirement is met by the commencement of the contract. If N/A please explain why (this could be that this is not a dedicated service but is a public service)</p>
H2(b)	<p>Passenger Carrying Licence</p> <p>Does your organisation have a Passenger Carrying Vehicle Operator's Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, or a permit issued under section 19 of the Transport Act 1985, and all other relevant licences as required by law and can confirm their validity from the anticipated start date of the contract.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide copies with your submission.</p> <p>If No, please do not complete any additional sections as this is an explicit requirement of the service provision.</p>
H2(c)	<p>The College requires confirmation, and an assurance, from the Contractor that all drivers used in the delivery of this Service shall hold, at all times, a valid driving licence with full entitlement to drive a Passenger Carrying Vehicle in the UK.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, please do not complete any additional sections as this is an explicit requirement of the service provision.</p>

H3 Health & Safety		
H3 (a)	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements including the Health and Safety at Work Act.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
H3 (b)	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

	<p>orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The College will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the College's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	
H3 (c)	<p>If you use sub-contractors, do you have processes in place for assessing their competence and ongoing monitoring of their health & safety performance?</p> <p>If "yes" please provide details</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
H3 (d)	<p>Do you have a system in place for monitoring your health & safety arrangements including auditing them at periodic intervals and for reviewing them on a regular basis?</p> <p>If "yes" please provide details</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
H3 (e)	<p>Does your organisation undertake health monitoring in the workforce?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
H3 (f)	<p>Does your organisation have a health & safety training programme for all employees to ensure they are competent in their duties?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
H3 (g)	<p>Please state how health & safety policies are communicated to your workforce</p>	
H3 (h)	<p>Do you have a procedure for reporting and recording accidents and dangerous occurrence in accordance with RIDDOR?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
H3 (i)	<p>During the last 5 years has your organisation been subject to formal enforcement for contravention of the Health and Safety at Work Act. Or equivalent legislation arising from your conduct of activities similar to those covered by this contract?</p> <p>If "yes" please provide details</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

DECLARATION

	<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of supplier).</p> <p>I understand that the College may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the College's requirement.</p> <p>The following appendices form part of our submission;</p>							
	<table border="1"><thead><tr><th>Section of QUESTIONNAIRE</th><th>Appendix number</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table>	Section of QUESTIONNAIRE	Appendix number					
	Section of QUESTIONNAIRE	Appendix number						
QUESTIONNAIRE COMPLETED BY								
8.1	Name							
8.2	Role in organisation							
8.3	Date							
8.4	Signature							

Appendix Number -
QUESTIONNAIRE section -
Question number -