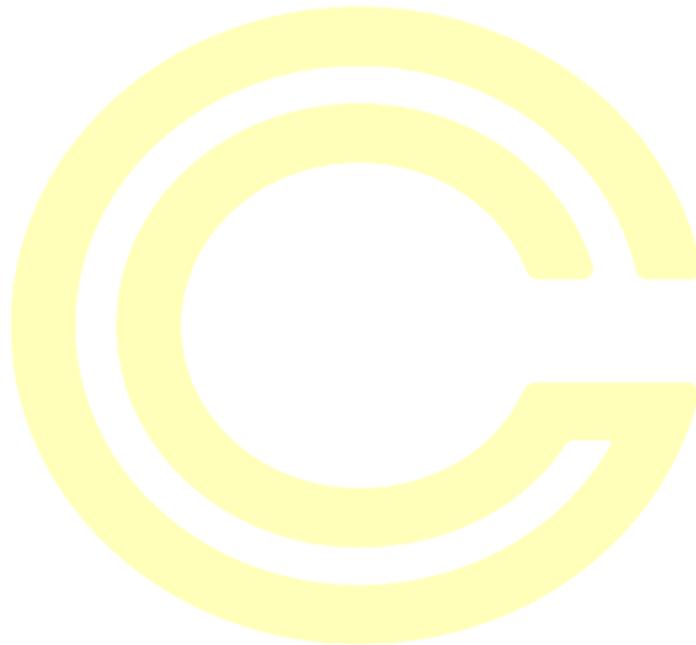




Croydon  
College



COULSDON  
SIXTH FORM COLLEGE



# TENDER SPECIFICATION & GUIDANCE

Tender Ref: CC-AEB-2020/21-01

**Subcontract Requirement for the delivery of  
Adult Education Budget in Non Devolved Areas**

**Distance Learning**

**12 November 2020 – 31 July 2021**

# CROYDON COLLEGE

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## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Croydon College is a medium sized general Further Education college, with a history dating back to 1868 and with campuses located in Croydon and Coulsdon. Following the February 2019 merger, Coulsdon Sixth Form College was incorporated into Croydon College, bringing together both of Croydon's Ofsted Good Colleges. While the Colleges are one legal entity, they continue to operate for students with their own unique identities. Croydon College is a General Education College delivering education and training from entry level to level 6 (degree level) for those aged over 15 years old in a wide range of vocational subjects, general subjects and academic pathways. Coulsdon Sixth Form College concentrates on the delivery of academic pathways for 16-18 year olds.
- 1.1.2 The College offers Higher Education, full-time courses, part-time courses and apprenticeships, training local students to gain the qualifications they need to further their career prospects. The College is committed to offering its learners a curriculum which meets the aspirations of the community and needs of the local economy through comprehensive pathways into employment, careers and further study from Entry level to Higher Education qualifications, including T level provision. The College is also committed to helping close skills gaps in the local economy by meeting employer skills and training needs, particularly in relation to Care, Construction and the Tech/Digital industries.

### 1.2 Adult Education Budget

- 1.2.1 The College has a contract with the Greater London Authority (GLA) for a majority of its AEB funding, but continues to have a contract with the ESFA for historic levels of non-Londoner funding.
- 1.2.2 The College has a recent history of engagement with subcontractors to deliver AEB and wishes to continue to issue a flexible contract or contracts of a total funding value up to £250,000 (two hundred and fifty thousand pound sterling), from 12 November 2020 to 31 July 2021, for the delivery of Distance Learning AEB-funded provision. For details of how this value will be allocated, and for details regarding the scope of a potential increase of this value see paragraphs 6.2.2 to 6.2.4.
- 1.2.3 Despite the reduced risk of Covid19, the College wants to continue to develop its online teaching ability. This is why the College has developed its own in-house capacity of Distance Learning delivery. The College is seeking to work with a fellow Distance Learning delivery partner to strengthen the in-house College DL team through sharing best practice and on-line resources.
- 1.2.4 Hence the College wants to work with suitable training providers to deliver Distance Learning qualifications and/or programmes eligible for funding under the College's AEB funding contract on its behalf, under the following general rules:
- 1.2.5 Providers wishing to apply for this opportunity must meet the mandatory requirements specified in section 5.1 of this document.**
- 1.2.6 All the provision must be delivered in the 2020/21 funding year; there is currently no scope to carry forward any funding to 2021/22. All the learning aims and learners must

be eligible for ESFA AEB funding in 2020/21, as specified in but not limited to the following sources:

<https://www.gov.uk/guidance/adult-education-budget-aeb-funding-rules-2020-to-2021>

<https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rates-and-formula-2020-to-2021>

<https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

- 1.2.7** The delivery target group is solely adults who live in non-devolved funding areas of England, preferably within 50-miles of the College's main site. **Full details of the requirements are outlined in sections 3.1.1 to 3.1.4 of this document.**
- 1.2.8 The delivery mode must be Distance Learning courses. The College has its own successful face to face delivery but wishes to develop its distance learning offer. Providers wishing to apply for this opportunity will be expected to share their know how with the College to enable a gradual transition of the College's Distance Learning provision from subcontracted to direct delivery by the College. The Provider's capability for sharing the know-how of Distance Learning delivery is part of the selection criteria.
- 1.2.9 The training must be delivered in full by the contracted training provider, i.e. only second level sub-contracting is not permitted.
- The Subcontractor, if awarded the contract, will be responsible for the recruitment of all learners, the delivery of training, the premises and resources required to deliver the training, awarding body accreditation and associated fees.
- 1.2.10 The Quality of provision will be paramount as the College will retain responsibility to the Education and Skills Funding Agency and Ofsted for programme quality.
- 1.2.11 The retained funding fee, retained by the College, will be 20%. The services that the College will provide for this fee are outlined in section 6.2.5 of this document.

## 2. APPLICATION PROCESS AND TIMESCALES

### 2.1 Key information

To apply for the contract to deliver the full amount, or part thereof, as stated in Section 1, Tenderers must submit, by **1 September 2020, 17:00**, the following:

- **The completed Tender Application Form** and
- **The completed Achievement and Planning Spreadsheet** and
- **Any supporting documents**

The **assessment criteria grid** which will be used to score the applications is set out in Section 8 of this tender specification document.

A decision on the contract award to successful Tenderer(s) will be formally announced by **12 November 2020**.

### 2.2 Timetable

The College reserves the right to amend the dates in the timetable, for example if more time is needed for a particular stage of the process due to the number of applications. Should this be the case the College will inform all known Tenderers of the revised date(s).

Date	Action
<b>17 August 2020</b>	Tender Issued on the Government's procurement platform. The general link to the platform is <a href="https://www.gov.uk/contracts-finder">https://www.gov.uk/contracts-finder</a>
<b>21 August 2020, 17:00</b>	Deadline for requests for clarification to be received via email at: <a href="mailto:tenders@croydon.ac.uk">tenders@croydon.ac.uk</a>
<b>25 August 2020</b>	Responses to clarification requests will be published by this date on the Government's procurement platform as an additional document under the Tender Notice, collating all queries received and responses (anonymised). No individual responses will be sent to any specific Tenderers.
<b>1 September 2020, 17:00</b>	End of advertising period & deadline for the submission of the tender applications in the prescribed format* to <a href="mailto:tenders@croydon.ac.uk">tenders@croydon.ac.uk</a>
<b>3 September 2020, 17:00</b>	Deadline to resolve any submission IT issues.
<b>24 September 2020</b>	The College makes a decision and informs successful and unsuccessful Tenderers of provisional decision
<b>1 October 2020 17:00</b>	Deadline for Tenderers to submit appeals and requests for feedback**
<b>15 October 2020</b>	Responses to appeals and feedback requests issued***
<b>16 October – 10 November 2020</b>	Issue of the draft Contract(s) to successful Tenderer(s) subject to Finance & Resources Committee approval; resolution of any contract queries by both parties
<b>11 November 2020</b>	Formal approval of contract by the College's Finance & Resources Committee
<b>12 November 2020</b>	Contract award is formally announced. Contract delivery starts.

\* For details on submission format required if applicable see Section 7 below.

\*\*Please note that there is no cooling off period as the intended subcontracted value is below the threshold. All appeals and feedback requests must be submitted by the deadline or they will not be considered as the panel will be disbanded after the above-mentioned process is completed, and unable to consider any further requests.

\*\*\* Responses to all Tenderers will be issued by the College at the same time at the end of the relevant period, regardless of when within the appeal / feedback request period was the communication from the Tenderer received.

### 3. WHAT WE ARE LOOKING FOR

#### 3.1 Goods or Services Required

- 3.1.1 The **only** provision fundable under this agreement will be those qualifications/programmes eligible for funding under the College funding contracts for Adult Education Budget delivered via Distance Learning to **adults living in non devolved areas of England preferably within a 50-mile radius of the College's main site CR9 1DX** (measured as the crow flies).

The College will therefore not fund any learners who are aged under 19. The College will also not fund any adult learners who are enrolled on any other types of programmes than Distance Learning, such as classroom learning or apprenticeships, and/or who live in the GLA or other devolved funding areas.

The devolved and non-devolved postcode areas are determined by the postcode datasets published by the ESFA, available here:

<https://www.gov.uk/government/publications/adult-education-budget-aeb-postcode-files>

- 3.1.2 Agreement with the College must be sought for delivery to any adults residing in non-devolved areas beyond 50-mile radius of the College's main site before recruitment. At the tender application stage, the College will request a specific risk management plan for such delivery, which will be regularly reviewed at the contract stage should a contract be awarded. The College reserves the right to reject any recruitments outside the 50-mile radius.
- 3.1.3 If you intend to deliver to learners with home postcodes beyond the 50-mile radius, provide a risk management plan (see the Application form, Section 6, Question 1b) that specifies why you are unable to recruit from the 50 miles radius as the College subcontracting is a measure to build its own capacity to deliver, and how you will ensure continuity of learning in the unlikely event that the contract or your operations were terminated. If the risk management plan provides a robust reasoning along these lines the out-of-area radius will not affect scoring; if the plan does not convincingly address the continuity of learning issue, the inclusion in the proposal of delivery to any learners who live in non-devolved areas outside the 50-mile radius will affect the scoring of Section 6 and, because of the section weighting, such proposals are therefore likely to score significantly lower than proposals that strictly meet the tender specification criteria including the 50-mile radius.
- 3.1.4 The non-devolved area requirement refers to home post codes of learners that would be enrolled on the subcontracted provision, not to the company seat nor place of delivery. However, the location of the delivery site(s) would be assessed as part of the proposal, e.g. whether they are logistically reasonable for the target learner group's home postcodes, etc.
- 3.1.5 The College requires documentation as specified throughout the Tender Application Form to be submitted along the Tender Application Form and the Achievement and Planning Spreadsheet.

#### 3.2 Ability to Deliver

- 3.2.1 The documentation requirements specified throughout the Tender Application Form include but are not limited to evidence that in the event of a contract being awarded,

the subcontractor will be able to submit the following documentation whilst delivering the programme(s) as required:

- a) Accurate and completed enrolment forms and learning agreements for individual students
- b) Confirmations of the documentation that has been seen and checked to confirm eligibility for funding
- c) Delivery of appropriate number of guided learning hours
- d) Register of attendance for each course or alternative evidence of learning activity
- e) Copy of achievement certificates for individual students
- f) Invoice to claim fees, monthly
- g) Completed pro forma showing examination entries, by group
- h) Completed pro forma showing examination results, by group

Examples of documents to demonstrate the above are given in the Tender Application Form Section 6, table section B, Question 12.

### **3.3 All programmes shall**

- 3.3.1 be education having the primary learning objective of the attainment of each listed course for those students who successfully complete the Programme.
- 3.3.2 consist of the individual course syllabus and a minimum of the listed guided learning hours for the individual courses and modules inclusive.
- 3.3.3 be delivered solely by an agreed list of assessors and trainers, agreed in writing with the College prior to the outset of the programme.
- 3.3.4 be eligible for AEB Funding
- 3.3.5 comply with the learning agreement.

### **3.4 Funding eligibility**

- 3.4.1 All qualifications funded within this contract must be eligible for Adult Education Budget funding in 2020/21. The funding requirements can be viewed via these links:

<https://www.gov.uk/guidance/adult-education-budget-aeb-funding-rules-2020-to-2021>

<https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rates-and-formula-2020-to-2021>

- 3.4.2 A list of eligible funded courses can be found at <https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

### **3.5 Quantity**

- 3.5.1 The initial gross contract value is up to £250,000, split over the period from 12<sup>th</sup> November 2020 to 31<sup>st</sup> July 2021 of the College's non devolved Adult Education Budget. The contract may be awarded to a number of suppliers. For details of how this value will be allocated, and for details regarding the scope of a potential increase of this value see paragraphs 6.2.2 to 6.2.4.

### **3.6 Outcomes**

3.6.1 All courses must reach at least 90% or the latest National Average achievement rate available\*, whichever is higher.

*\* This might be 2018/19 achievement rate, depending on ESFA's approach to 2019/20 QAR. For more information refer to:*

<https://www.gov.uk/government/publications/qualification-achievement-rates-qar-2019-to-2020>

3.6.2 Failure to meet the agreed achievement rate will result in financial penalties, claw-backs or termination of the contract depending on the level of failure.

### **3.7 Quality**

3.7.1 The Subcontractor must have processes in place to ensure appropriate quality of programme delivery. These include but are not limited to:

- a) Lesson observations
- b) Standardisation meetings
- c) EV reports & evidence of Direct Claim Status
- d) Process for supporting learners with ALS needs
- e) Process for learner surveys and for acting on survey outcomes
- f) Process for ensuring that staff is suitably qualified to deliver the programmes

### **3.8 Other Specification Criteria**

3.8.1 The supply of staff to deliver this Contract must be consistent. The Subcontractor must minimise the negative effect of staff changes on students and their learning experience.

3.8.2 The Subcontractor will comply with all monitoring and evaluation activities specified in Section 4 of this document and will respond to the College's reasonable requirements in a timely and accurate manner to ensure that the provision is compliant with requirements of external bodies. This includes but is not limited to audit, funding, quality and any other legal requirements.

## **4. MONITORING AND EVALUATION ON-CONTRACT**

### **4.1 Background**

- 4.1.1 The College is committed to providing excellent learning and progression opportunities for all its learners, whether they are enrolled on direct or subcontracted delivery.
- 4.1.2 The College will, as a Lead provider, expect the Subcontractor(s) who is/are awarded the present contract to work closely with the College to enable it meet the quality, audit and funding compliance requirements by the external bodies. Full details will be outlined in the Contract. The following is the summary of key requirements, in addition to and above the basic programme delivery requirements already mentioned in Section 3 of this document.

### **4.2 Quality compliance and monitoring**

- 4.2.1 As a minimum, the College will expect the Subcontractor to:
- a) Participate in regular monitoring review meetings with the College (face to face or remotely, typically every 6 weeks)
  - b) If requested by the College, submit an Evaluation report at the end of the contract to an agreed format
  - c) Provide evidence of lesson observations or – if the delivery is distance learning – of quality monitoring of inductions and tutor feedback, carried out for the programmes delivered on behalf of the College
  - d) Invite College representatives to standardisation meetings and provide the College with minutes of standardisation meetings if required
  - e) Provide the College with evidence of collecting learner feedback and acting on it
  - f) Submit evidence to the College to enable it to assess them against Ofsted inspection framework, incorporate evidence into self assessment and guide self assessment grades.
  - g) Participate in steering group meetings (face to face or remotely) attended by senior representatives of the College and the successful Tenderer.
  - h) Support the College with any learner checks that the College may carry out, such as by encouraging learners to participate.

### **4.3 Audit compliance**

- 4.3.1 The College will expect the Subcontractor to comply with the audit requirements as per the ESFA funding and subcontracting guidance.
- 4.3.2 The College will audit the quality and audit compliance of delivery at any time of the College's choosing. The Subcontractor(s) will be required to respond to Action Plans in an agreed and timely manner. The College has the right to audit course record keeping, learner existence and eligibility records, and all associated course and learner materials

## 5. WHO WE WILL SUBCONTRACT TO

### 5.1 Mandatory requirements

5.1.1 Providers wishing to apply for this opportunity **must**:

- a) Be registered on the ESFA's Register of Training Organisations (RoTO)  
(<https://www.gov.uk/government/publications/register-of-training-organisations>)

A registration on the Register of Apprenticeship Training Providers (RoATP) will **not** be accepted in lieu of a RoTO registration because the current tender is for AEB, not for Apprenticeships.

- b) Be registered on the Government's procurement platform as Suppliers  
(<https://www.gov.uk/contracts-finder>)

- c) Have a previous track record of successful delivery of ESFA AEB funded Distance Learning provision, either as a Subcontractor to an FE college or to a comparable organisation, or under a direct contract with the ESFA

- d) Have a track record of successful delivery of the specific qualifications included in its delivery proposal

- a) Hold a current Matrix accreditation. "Working towards" is not an acceptable alternative.

- e) Have the capacity to deliver at least 50% of the total contract value tendered.

- f) Meet any other specific mandatory criteria specified in Section 2 of the Tender Application form, as well as criteria required for Section 1 and 8 of the Tender Application Form as outlined further below in section 7.4.2 of this document.

5.1.2 The College **will not** consider any Tenderers that do not meet any of the criteria above, even if they meet all other mandatory criteria. That scenario would include, for example, applications from providers or subcontractors whose previous track record includes delivery under other ESFA funding streams or of other AEB-funded programmes but not of AEB-funded Distance Learning.

5.1.3 The College's preference is that the Tenderer's track record specifically includes a delivery of ESFA AEB funded Distance Learning qualifications as a Subcontractor to an FE college. The absence of the specific "Subcontractor to an FE college" experience may affect scoring.

### 5.2 Minimum proposal value

5.2.1 The College prefers proposals to be submitted for the full £250,000. Proposals for lower amounts will be accepted for consideration provided they are for a minimum of 50% of the total funding value, and the Tenderer also meets all mandatory criteria specified in Section 5.1 above. However, the Tenderer's inability to deliver the full contract value may affect scoring. Proposals for less than 50% of the tendered value, i.e. less than £125,000, will not be accepted.

### 5.3 Multiple Tenderers

5.3.1 The College will assess each application separately in its own right, i.e. it will not assess potential joint applications to the full tender value by two companies as a joint

project, but will assess each Tenderer, and its capacity to deliver, separately as a standalone Tenderer.

- 5.3.2 The College reserves the right to subcontract the whole amount to one Tenderer or to split the subcontract among two or more Tenderers. However, this decision will be made by the College at the end of the application assessment process, and should not be pre-empted by Tenderers by trying to submit joint applications involving collaborative delivery with other parties.
- 5.3.3 Such a split of subcontract may include contract values for less than 50% of the contract value advertised but this will be decided by the College at the contract award stage and does not change the requirement for Tenderers having to have the capacity to deliver at least 50% of the value advertised.
- 5.3.4 The College will give a minimum and maximum value per awarded contract and can only guarantee the awarding of the minimum value. The College will communicate if they wish to assign further funding up to the maximum value. This will be influenced by the performance of the other provider or the College own performance.

#### **5.4 Second level subcontracting is not allowed**

- 5.4.1 The contract will not allow second-level subcontracting, so if the College does decide to split the subcontract among two or more Tenderers, each subcontractor will be responsible for delivering its contracted value as a sole provider and not in conjunction with others.
- 5.4.2 The contract, if awarded, must be delivered solely by the Subcontractor(s) to whom the College contract is awarded, i.e. the Subcontractor(s) must not engage in any second-level subcontracting to deliver the contract as the College will not fund it.

#### **5.5 Assessment of applications**

- 5.5.1 When assessing the track record, the College will take into account not only the quality but also the volume of previously delivered provision in terms of funding value, number of partners and type of lead partners. This may affect scoring.
- 5.5.2 When assessing the applications, the College will also look for evidence that the provider is financially stable and has a proven track record of good performance. In addition to assessing Tenderers' accounts, the College may use external sources of information to inform its decision on the Tenderers' finances, such as, Companies House, Charities Commission, credit reference agencies, along with information from sites that monitor these – and include the information in the scoring. Should the College do so, it will check the same third party information element(s) for all Tenderers. A favourable ESFA financial health assessment, if held by the Tenderer, is a basic expectation and does not replace the College's independent checks.

## **6. WHAT WE WILL SUBCONTRACT FOR AND HOW WE WILL PAY**

### **6.1 Programme and learner eligibility**

- 6.1.1** This contract is for the delivery of Distance Learning provision funded by AEB budget to adult learners residing in non-devolved areas preferably within a 50-mile radius of the College's main site. **Full details of the requirements are outlined in sections 3.1.1 to 3.1.4 of this document.**
- 6.1.2** Tender proposals must comply with the requirement that all provision must be delivered within the academic year 2020/21. This means that all learners must complete by 31/7/2021, the Subcontractor must provide all evidence to the effect by agreed timescales before the R14 submission, and there is currently no scope for carry forward of funding – whether On Programme or Achievement – into 2021/2022. The College reserves the right (at its sole discretion) to review the “no carry-in” position during the academic year. The College does not provide any guarantee that such a review will take place. Tenderers must therefore submit proposals in which all provision is to be delivered solely in 2020/21.
- 6.1.3** The provision, i.e. both the learning aims and individual learners, must be eligible for ESFA AEB funding in accordance with ESFA 2020/21 funding regulations. The College will not pay the provider for ineligible learning aims nor for unfunded learners.

### **6.2 Contract value and payments**

- 6.2.1** The total initial funding amount that the College wishes to subcontract for is up to £250,000.
- 6.2.2** The College reserves the right (at its sole discretion) to increase the contract value in-year by up to a further amount of £110,000. The College does not provide any guarantee that such increase will be made and this would only take effect should the College choose to enter into one or more variations, in accordance with the terms set out in the contract, to permit such additional services.
- 6.2.3** The College further reserves the right (at its sole discretion) to extend the term of the awarded contract annually by way of variation(s) up to a total contract term of three years (i.e. until July 2023). The College does not provide any guarantee that such a renewal will be made and this would only take effect should the College choose to enter into one or more variations, in accordance with the terms set out in the contract, to permit such additional contract period. The total potential value of the contract over the 3 years should the College exercise its right to extend is estimated to be £520,000. Tenderers should be aware that should the College exercise its right to extend the term of the contract for the academic year(s) 2021/22 and 2022/23, that the variation(s) may also include amendments as necessary to reflect updated ESFA funding rules for those academic years.
- 6.2.4** The College further reserves the right (at its sole discretion) to:
- a) Subcontract the whole amount to one Tenderer, or to split the subcontract amount two or more Tenderers
  - b) Subcontract to a value lower than the full amount advertised.

- c) Approve the delivery of additional new qualifications in-year within the value contracted, even if not supported by previous year's achievement data, subject to the subcontractor providing assurance (such as in-year achievement rates) that the delivery outcomes will meet the contracted achievement rate target. To balance quality assurance with a flexible response to new learner needs arising, approval, if granted, will normally be initially for a small trial cohort of no more than 15 learners per qualification; any additional New Starts may be added subject to a review of the outcomes of the trial cohort(s). However, approval of any additional qualifications and learner numbers on these will be entirely at the College's discretion.

6.2.5 The College will retain a retained funding fee of 20%. The services that the College will provide for this fee are managing the subcontractor and quality monitoring activities, with the following specific cost:

- a) Management, audit and compliance checking, including unannounced learner spot checks (50% of the retained funding fee)
- b) Quality assurance, including but not limited to review meetings and/or teleconferences, induction observations, SAR and QiP review (25% of the retained funding fee)
- c) Data and MIS inputting, processing and validation (25% of the retained funding fee)

6.2.6 The College will pay the Subcontractor in monthly instalments, which will be calculated from ILR actuals from each month (i.e. including any On Programme and Achievement funding generated and evidenced to date), less 10% audit hold back, which will be temporarily subtracted from the monthly "amount due" and which will be payable at the end of the contract subject to the Provider submitting all evidence.

## 7. GUIDANCE FOR SUBMITTING APPLICATIONS

### 7.1 Key requirements

- 7.1.1 Please email your application to [tenders@croydon.ac.uk](mailto:tenders@croydon.ac.uk) by the deadline specified in Section 2 of this document, in the format specified by Sections 7.2 and 7.3 of this document.
- 7.1.2 Your application must include the completed Tender Application Form, the Achievement and Planning Spreadsheet, and any supporting documents.
- 7.1.3 Your application must meet the requirements stated in the present Tender Specification and Guidance document, in the Tender Application Form, and in any Responses to Clarification Requests documents published by the College by the College prior to the tender submission deadline on the Government's procurement platform as an additional document under the specific Tender Notice. The general link to the Government's procurement platform is <https://www.gov.uk/contracts-finder>

### 7.2 Instructions to Tenderers and Conditions of Tender Submission

- 7.2.1 These Instructions and Conditions apply to the tendering process for this Agreement to ensure that all Tenderers are treated equally and fairly and to provide for compliance with other relevant legal requirements. Failure to comply with these Instructions and Conditions may invalidate your tender.
- 7.2.2 References to "the College" mean Croydon College.
- 7.2.3 **Only organisations who meet all of the mandatory requirements specified in section 5.1 of this document are invited to apply.** Applications from organisations that do not meet any of the criteria will be excluded from consideration.
- 7.2.4 The agreement and subsequent contract will be subject to the College's general conditions of contract and also to any special conditions of contract which may be included within the tender document, which will reflect the requirements of the ESFA guidance on subcontracting. Where the standard conditions are inconsistent with the special conditions, the special conditions will prevail.
- 7.2.5 The agreement together with any other documents expressed to be incorporated therein, constitutes the entire understanding between the College and the Tenderer relating to the subject matter of this tender and supersedes all prior writings, negotiations or understandings with respect thereto.
- 7.2.6 A submitted tender is an irrevocable offer by the Tenderer and the Tenderer separately undertakes with the College that the tender will remain open for acceptance by the College for a period of 3 calendar months calculated from the day following the closing date for receipt of tenders.
- 7.2.7 The College does not bind itself to accept the lowest or any offer, and reserves the right to accept tenders in whole or in part.

- 7.2.8 Only the information contained within this Tender Specification & Guidance document, within the Tender Application Form, or otherwise communicated in writing to Tenderers with direct reference to this tender should be considered by Tenderers when making their offer.
- 7.2.9 Where estimated volumes are stated, they are for guidance purposes only and do not form a contractual commitment.
- 7.2.10 The submission of false or incorrect information or declaration(s) will invalidate your tender and, if not identified by the College until after the award of the contract, will be considered a fundamental breach of the contract. Such a submission may also be taken into account when future tenders are considered.
- 7.2.11 Tenderers are expected to submit all tender documents at the same point in time (for details of format see Section 7.3 below) and to ensure that the submission includes the full set of documents. Tenderers are expected to keep any additional submissions of previously omitted documents to a minimum. It is the Tenderer's responsibility to make any such additional submissions before the deadline. Once the submission deadline has passed, the College will **not** grant the Tenderers any further opportunities to submit any additional documents that Tenderer failed to submit before the deadline.
- 7.2.12 Tenderers are expected to check all tender documents thoroughly prior to submission and keep the resubmission of revised versions of tender documents to an absolute minimum. In the exceptional event that a Tenderer needs to submit a revised version of any of the previously submitted tender documents, it is the Tenderer's responsibility to submit the revised version before the submission deadline and with a clearly marked Version Number in the filename. The College reserves the right to exclude resubmitted revised versions of previously submitted tender documents from consideration if they are not clearly marked as revised versions upon submission. The College will **not** grant the Tenderers any further opportunities to submit any revised documents or information once the submission deadline has passed, except in the event specified in paragraph 7.2.19 below.
- 7.2.13 Tenders must be submitted as the following documents: the official Tender Application Form, the Achievement and Planning spreadsheet, and any other supporting documents required in the Tender Application form. The Tender Application Form and the Achievement and Planning spreadsheet must be completed in all material respects. Tenders not complying with these requirements may be rejected.
- 7.2.14 To enable us to assess your organisation's suitability, we require you to provide all of the information requested. Failure to complete the form in full or to provide any of the documents requested may result in your application being rejected. Rather than leaving answer spaces blank, if the question does not apply to you please write 'Not applicable' or 'N/A'. If you do not have / know the answer please write 'Not known' or 'N/K'. You must not leave any answer boxes blank as doing so may result in your application being rejected.
- 7.2.15 If there is insufficient space to complete your answers please submit them on separate sheets clearly cross referencing to the appropriate section of the ITT. If completing the document electronically you may enlarge the answer boxes to ensure you have sufficient space to respond. However, you must not alter or amend the questionnaire

in any other way and under no circumstances should the questions be altered in any way as doing so will result in your application being rejected.

- 7.2.16 Where supporting documents are requested, these should be clearly cross referenced to the appropriate section of the Tender Application Form as per paragraph 7.3.1 of this document. Tenderers should make every effort to enable an easy match of the supporting document files to the relevant section in the Tender Application Form to ensure that they are correctly identified and considered by the College as relevant. Except where specifically requested by the Tender Application Form, no additional supporting documents are required. The College does, however, reserve the right to ask for further evidence or copies of such documents at any stage during the procurement process.
- 7.2.17 The College reserves the right to seek clarification, after tenders have been received, from any Tenderer, on any aspect of their tender. However, this is entirely at the discretion of the College, and the College does not guarantee that it will do so. Should the College decide to seek clarification on a tender, it will ensure that such a step does not put any Tenderer at an advantage or disadvantage.
- 7.2.18 For the avoidance of doubt, the College confirms that it will only seek clarification regarding any documents submitted but will **not** flag up any missing documents to the Tenderer. It is the Tenderer's responsibility to submit a complete and accurate tender application, with all relevant documents enclosed. Failure to submit any mandatory documents may lead to disqualification from further consideration; failure to submit any non-mandatory documents may affect scoring.
- 7.2.19 If documents have been submitted by the Tenderer but the College encounters technical issues with opening them (e.g. the files are corrupt or will not open), the College will notify the Tenderer and will grant them one opportunity to resubmit the documents within 24 hours (during a working week) of the College notifying the Tenderer of the issue. The notification may be raised after the tender submission deadline; however, the Tenderer must ensure that the Properties tab of any resubmitted documents clearly demonstrates that they have not been amended after the submission deadline, otherwise they will not be accepted.
- 7.2.20 Written acceptance by the College of this tender, (or part of this tender), shall create or constitute an agreement between the College and the Tenderer, expressly incorporating the Tender Application Form, the Conditions of Contract, any Special Conditions of Contract, the Specification, the Proposal (where applicable), the Declarations and Certificates and any Contract Drawings or similar. The agreement will be formally confirmed by both parties signing the Contract.
- 7.2.21 The College is required to publish details of the successful subcontractor(s) and the total contract value to the Education Skills and Funding Agency on a regular basis.
- 7.2.22 Should there be any doubt or confusion as to the meaning of any provision contained in the tender documentation, you should obtain clarification prior to the submission of your tender. All Tenderers will be informed of any points of clarification and the College's response. The identity of the Tenderer requesting clarification will not be disclosed.

- 7.2.23 The clarification request process will be as follows:
- a) All requests for clarification should be made via e-mail only to [tenders@croydon.ac.uk](mailto:tenders@croydon.ac.uk)
  - b) In your clarification request, please make a clear reference to the section of a tender document that you are querying.
  - c) Use the clarification request process only to clarify matters relating to the current tender, not to seek information about other potential partnership opportunities available from the College.
  - d) Requests for clarification will be accepted until the deadline specified in Section 2 of this document. No clarification requests received after this point will be responded to.
  - e) Responses to all clarification requests will be collated in a document that will be published in the format and within timescales specified in Section 2 of this document. Depending on the number of queries there may be two issues maximum of the clarification document. All queries and responses will be anonymised. The College will not respond individually with clarifications to individual Tenderers, in order to ensure that all Tenderers have equal access to all clarifications.
- 7.2.24 Where reference is made within this tender to any UK standard or legislation and you are not currently subject to UK standards or legislation, you are required to provide details of any equivalent standards or legislation that apply to your organisation. It is the Tenderers' responsibility to demonstrate that any alternative standards are equivalent to the standards specified.
- 7.2.25 The College will not be liable for any costs or expenses incurred by Tenderers in completing and submitting their tender whether or not it is successful.
- 7.2.26 The Tenderer agrees to notify the College and provide additional information if at any stage after submitting the Tender Application Form and other documents requested for the tender submission any information contained in it becomes no longer true or accurate. For rules on submitting additional or revised information before the tender submission deadline, see paragraphs 7.2.11 and 7.2.12 above. Should the information in the tender application become untrue or inaccurate after the tender submission deadline but before the College's assessment and contract awarding process is completed, the Tenderer is expected to email the amended information to [tenders@croydon.ac.uk](mailto:tenders@croydon.ac.uk) within 2 working days of the information being changed.
- 7.2.27 The College reserves the right to retain all and any of the information supplied to it by the Tenderer(s) for a period of 6 months after the closing date and for the duration of the contract if successful.
- 7.2.28 The Tenderer must ensure that the people processing that data are subject to a duty of confidence, and must take appropriate measures to ensure the security of the data. Any sub-processors must only be engaged with prior written consent of the College. The College must be notified of any personal data breaches and be provided with subsequent impact assessments. The Tenderer must delete or return all personal data to the College as requested at the end of the contract.
- 7.2.29 The College reserves the right to amend its tender documents in any respect at any time prior to the closing date and time for receipt of tenders. Any such amendment will be notified to all Tenderers before the closing date and time. You must confirm in writing when you submit your tender that it provides for compliance with all amendments so notified.

7.2.30 The College may at its discretion extend the closing date and time for receipt of tenders by written notice to all Tenderers.

### 7.3 Tender document submission format

7.3.1 Supporting documents, where requested, should be clearly cross referenced to the appropriate section of the Tender Application Form, by starting the file name with the numeric reference to the relevant section of the application form, e.g. "2.1.a\_Environmental Policy".

7.3.2 The College has no dedicated drop box for the tender but you can submit the Tender Application form, the Achievement and Planning Spreadsheet, and any supporting documents in the following ways:

7.3.3 Either as **email attachments**.

The College's email has a 100MB capacity for attachments, which should cope with most attachments when you email them to the tender mailbox. Please remember to password-protect any attachments that have personal data and email the password to the tender mailbox in a separate email.

7.3.4 Or via a **file sharing facility** set up at your end, to which you would give the College **access** (such as ShareFile, WeTransfer or Drop Box). In that case, you must:

- a) Email the link for the facility to our tender mailbox before the tender submission deadline.
- b) Set the link expiry date to 15 October 2020 (i.e. to cover the tender period up until the appeal process deadline).
- c) Make sure that with any uploaded documents, it is evident from the document properties that they were uploaded onto the file sharing facility prior to the submission deadline (such as date stamps).

7.3.5 We encourage you to submit documents as separate attachments rather than Embedded. Embedded documents will be accepted for consideration but from previous experience, embedded documents have carried a higher risk of IT issues when trying to access them, as opposed to when individual documents have been provided as separate attachments. Even when embedded, supporting documents should be clearly cross referenced to the appropriate section of the Tender Application Form as per paragraph 7.3.1 of this document.

### 7.4 When considering tenders the following criteria will be applied

7.4.1 The Tender Application Form and the Achievement and Planning Spreadsheet must be completed in full and with satisfactory answers, and satisfactory supporting documents must be attached, to progress to the tender award stage. An acceptable answer must be given to mandatory requirements or the Tenderer may be excluded from the process.

7.4.2 The following responses must be provided fully, otherwise the Tenderer may be disqualified from further consideration:

- a) Responses to questions in Section 1 of the Application Form (contact details). If not provided and the College is therefore unable to contact the Tenderer, this will result in disqualifying.
- b) Responses to questions in Section 8 of the Application Form (declaration and certificates). If any of the forms in Section 8 is not signed and/or dated this will automatically disqualify the Tenderer from further consideration and their responses in Section 2 to 7 will not be scored. Electronic or scanned signatures are acceptable but it is not acceptable just to type in the name in the signature box.
- c) Responses to questions in Section 2 (Mandatory Requirements). These will be scored as Pass / Fail in the first instance; a Fail of any mandatory question will disqualify the Tenderer from further consideration & from the scoring of any further responses. (Responses to selected questions in Section 2 are also content-scored; for details see Section 2 of the Application Form).

If responses to any other questions than those specified above are not provided this will not lead to automatic disqualification but it may affect scoring and thus prevent the Tenderer from passing to the next stage of consideration (see 7.4.4 below).

7.4.3 Non-mandatory sections will be scored as highlighted below.

Score Given	Description*
4	Excellent
3	Good
2	Adequate
1	Poor
0	Response not provided / document not submitted

\* For detailed descriptors of what the description means for each section scored, see Assessment Criteria in Section 8 further below.

7.4.4 A Pass of all mandatory requirements and a minimum total score (weighted) of 2.50 of scored requirements is required to pass the initial supplier selection and be shortlisted for the contract consideration stage.

7.4.5 The College has the right to change the scoring priorities, and/or exclude certain criteria from scoring but will apply this consistently to all bidders should this be the case. The College reserves the right to set benchmarks following receipt of applications.

7.4.6 Tender Award Stage Weighting

The Tender Application form consists of 8 sections. For full details please read the Tender Application form.

- a) Questions in Section 1 are not scored / not weighted but must be answered fully; for requirements see paragraph 7.4.2 above.
- b) Questions in Section 8 are not scored / not weighted but must be answered fully; for requirements see paragraph 7.4.2 above.
- c) Questions in Section 2 to 7 are content-scored 0 to 4 as per Section 8 of the Tender Specification document, unless stated otherwise in the Tender Application form. (Questions in Section 2 of the Tender Application form (Mandatory requirements) are also scored P / F = Pass or Fail, as outlined in paragraph 7.4.2 above).
- d) Where any questions in Section 2 to 7 are exempt from content-scoring or attract question-specific approach to content scoring, this is explained at the top of each section in the Tender Application form.
- e) Section weighting will be applied to the average content score calculated from content score of all scored questions.
- f) The resulting weighted section score will be rounded to 2 decimal points.

<b>Section No.</b>	<b>Headline</b>	<b>Weighting</b>
1	Contact Information	n/a
2	Mandatory requirements	5%
3	Policies	5%
4	Financial and company standing	10%
5	Quality of delivery	20%
6	Delivery proposal	30%
7	Knowledge Transfer Proposal	30%
8	Declaration and Certificates	n/a
	<b>Total</b>	<b>100%</b>

7.4.7 Tenderers should note that in the event that the College considers a tender application to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender application may be rejected.

7.4.8 Where two tender applications score the same, supplier interviews will be held with the Vice Principal Training, Skills and Higher Education for clarification. Where no other difference is identified, and the College decides to award the contract to a sole supplier, the contract will be awarded to the supplier deemed to have the best cultural fit with the College.

7.4.9 The College reserves the right to award contracts to more than one supplier to ensure optimal delivery of this requirement. Should this be the case the contract(s) will be awarded to the highest scoring Tenderers. Awarded volumes and values will be contained within each supplier contract.

7.4.10 The tender should be submitted electronically by email to [tenders@croydon.ac.uk](mailto:tenders@croydon.ac.uk) by the deadline specified in Section 2 of this document.

The email should be entitled:

**Tender Submission – Subcontracting – CC-AEB-2020/21-01**

7.4.11 The College reserves the right to ask clarification questions of the Tenderers at the tender award stage in order to better understand the answers given and explore the validity of them. The answers to these questions will be used in assessing the tender application in line with the scores and weightings listed above. These questions will enhance the answers given and be used to justify scores, any questioning will not be scored in isolation. However, this is entirely at the discretion of the College, and the College does not guarantee that it will do so. Should the College decide to seek such clarification, it will ensure that such a step does not put any Tenderer at an advantage or disadvantage.

7.4.12 Once the tender application process has been completed the College will notify successful and unsuccessful Tenderers of the outcome.

a) For all Tenderers who have passed the mandatory stage, the outcome notification will include the table with section results, compared to the winning score.

b) For Tenderers who were rejected due to failing any requirements relating to Section 1, 2 or 8 of the application form as outlined in paragraph 7.4.2 above, section scores will not be provided (neither in the initial outcome letter nor in any response to a subsequent feedback request) because their application will not have been passed on to the content scoring stage.

7.4.13 Tenderers wishing to appeal against the outcome of the tender application process should do so by sending an email to [tenders@croydon.ac.uk](mailto:tenders@croydon.ac.uk) to be received by the appeal deadline specified in Section 2 of this document.

7.4.14 The formal issue of any contract awarded as a result of this tender is subject to approval by the College's Finance & Resource Committee. For timescales of the process see Section 2 of this document.

## 8. ASSESSMENT CRITERIA

- A Fail and/or non-submission of any mandatory requirement in any section will disqualify the Tenderer from further consideration and their non-mandatory responses will not be scored. For information on which requirements must be provided fully, otherwise the Tenderer may be disqualified from further consideration, see sections 5.1 and 7.4.2 of the present document and Sections 1, 2, and 8 of the Tender Application Form.
- Responses, where appropriate, will be scored for contents as per the below grading of Excellent (4) to Not provided (0 points). The score of 0 will be awarded either if a response has not been provided or if the document provided in response to the question does not provide any of the information required.
- The grading of qualitative criteria will be based on the panel members' expertise, professional judgment and mutual comparison of documents submitted by individual Tenderers as relevant.
- After scoring the content and calculating the average section score for all content-scored questions, section weightings will be applied to calculate the total section score.

<b>Section</b>						
<b>1 Contact Information</b>	Not scored but should be provided. If not provided, the College may not be able to contact the Tenderer and therefore result in disqualifying.					
<b>2 Mandatory requirements</b>	All questions are scored P / F (Pass / Fail). A Fail of any of the mandatory requirements will mean a Fail of the whole Mandatory requirements section, and will disqualify the Tenderer from further consideration. Responses to Non-mandatory requirements of a Failed Tenderer will not be considered and the scoring of these will therefore be unavailable should the Tenderer request feedback. The Tender may not be fully reviewed after one mandatory element has been failed.					
	Where any questions in Section 2 to 7 are exempt from content-scoring or attract question-specific approach to content scoring, this is explained at the top of each section in the Tender Application form.					
<b>Section</b>	<b>Weighting</b>	<b>Excellent (4 points)</b>	<b>Good (3 points)</b>	<b>Adequate (2 points)</b>	<b>Poor (1 point)</b>	<b>Not provided (0 points)</b>
<b>2 Mandatory requirements</b>	5%	Responses provide strong confidence in breadth of previous experience with delivery of AEB-funded Distance Learning programmes	Responses provide good confidence in breadth of previous experience with delivery of AEB-funded Distance Learning programmes	Responses provide adequate confidence in breadth of previous experience with delivery of AEB-funded Distance Learning programmes	Responses provide limited confidence in breadth of previous experience with delivery of AEB-funded Distance Learning programmes	For documents that have not been provided or that do not provide the information requested

		<p><u>Achievement and planning spreadsheet:</u></p> <p>a. 100% of qualifications have achievement rates 90% or above. As well as learner numbers in 19/20 delivery for each qualification are at least 50% more than learner numbers proposed for the 20/21 project delivery.</p> <p>b. Expected achievement rate is 90% or above for all qualifications and is realistically based on 19/20 achievement.</p> <p>Prevent training and processes to safeguard the organisation against funding of extremist organisations demonstrate exceptionally good practice tailored to the service specifics, and are compliant with legal mandatory criteria</p>	<p><u>Achievement and planning spreadsheet:</u></p> <p>a. At least 90% of qualifications have achievement rates of 90% or above. As well as learner numbers in 19/20 delivery for each qualification are at least the same as learner numbers proposed for the 20/21 project delivery.</p> <p>b. Expected achievement rate is 90% or above for all qualifications but is not always supported by 19/20 achievement.</p> <p>Prevent training and processes to safeguard the organisation against funding of extremist organisations demonstrate general good practice and are compliant with legal mandatory criteria</p>	<p><u>Achievement and planning spreadsheet:</u></p> <p>a. At least 85% of qualifications have achievement rates of 90% or above. Learner numbers in 19/20 delivery for each qualification are max. 5% less than learner numbers proposed for the 20/21 project delivery.</p> <p>b. Expected achievement rate is 90% or above for at least 90% of the qualifications but is not always supported by 19/20 achievement.</p> <p>Prevent training and processes to safeguard the organisation against funding of extremist organisations demonstrate basic compliance with legal mandatory criteria</p>	<p><u>Achievement and planning spreadsheet:</u></p> <p>a. 80% or less of qualifications have achievement rates of 90% or above. Learner numbers in 19/20 delivery for each qualification are more than 5% less than learner numbers proposed for the 20/21 project delivery.</p> <p>b. Expected achievement rate is not supported by 19/20 achievement.</p> <p>Prevent training and/or processes to safeguard the organisation against funding of extremist organisations is not compliant</p>	
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<b>3 Policies</b>	5%	All policies demonstrate exceptionally good practice tailored to the service specifics, and are compliant with legal mandatory criteria	All policies demonstrate good practice and are compliant with legal mandatory criteria	All policies demonstrate basic compliance with legal mandatory criteria	Some policies are not compliant and/or are missing	For any documents that have not been provided or that do not provide the information requested
<b>4 Financial and company standing</b>	10%	<p>Responses provide strong confidence in financial stability and breadth of experience (Excellent financial health)</p> <p>Clear audit reports (financial and learner existence and eligibility), no issues identified</p> <p>External sources of information (if used by the College) provide strong confidence in financial stability and capacity</p>	<p>Responses provide good confidence in financial stability and breadth of experience (Good financial health)</p> <p>Audit reports (financial and learner existence and eligibility) with only minor issues identified, that are remediable and did not lead to funding claw back or any other sanctions</p> <p>External sources of information (if used by the College) provide good confidence in financial stability and capacity</p>	<p>Responses provide adequate confidence in financial stability and breadth of experience (Adequate financial health)</p> <p>Audit reports (financial and learner existence and eligibility) with some issues identified that are remediable and did not lead to funding claw back or any other sanctions</p> <p>External sources of information (if used by the College) provide adequate confidence in financial stability and capacity</p>	<p>Responses provide limited confidence in financial stability and breadth of experience (Poor financial health)</p> <p>Audit reports (financial and learner existence and eligibility) have identified issues of non-compliance and/or issues identified led to funding claw back or other sanctions</p> <p>External sources of information (if used by the College) provide limited confidence in financial stability and capacity,</p>	For any documents that have not been provided or that do not provide the information requested

					and/or give rise to concerns	
<b>4 Quality of Delivery</b>	20%	<p>SAR &amp; QiP and other documents demonstrate outstanding outcomes and demonstrate an excellent commitment to quality improvement, and robust quality monitoring systems that realistically identify strengths and address areas for improvement</p> <p>Responses demonstrate exceptionally good practice tailored to the service specifics of delivering as a subcontractor, and provide excellent examples of this practice</p>	<p>SAR &amp; QiP and other documents demonstrate good outcomes and demonstrate a commitment to quality improvement, and robust quality monitoring systems that realistically identify strengths and address areas for improvement</p> <p>Responses demonstrate good practice tailored to the service specifics of delivering as a subcontractor, and provide good examples of this practice</p>	<p>SAR &amp; QiP and other documents demonstrate adequate (Require Improvements) outcomes and demonstrate reasonable quality monitoring systems that realistically identify strengths and address areas for improvement</p> <p>Responses provide some evidence of practice tailored to the service specifics of delivering as a subcontractor, and provide limited examples of this practice</p>	<p>SAR &amp; QiP and other documents do not demonstrate that quality monitoring systems are suitable to support improvement nor to realistically identify strengths and address areas for improvement</p> <p>Responses do not demonstrate any practice tailored to the service specifics of delivering as a subcontractor (even if they demonstrate that quality processes are good in general), and provide no examples of good practice of delivering as subcontractor</p>	For any documents that have not been provided or that do not provide the information requested
<b>5 Delivery proposal</b>	30%	Tenderer provides a <b>clear and detailed</b> delivery proposal that meets the	Tenderer provides a <b>reasonable</b> delivery proposal that meets the	Tenderer provides a <b>basic</b> delivery	Tenderer provides a delivery proposal	For any documents that have not

		<p>contract criteria, is realistically based on performance in 19/20 and demonstrates a sound knowledge of the market.</p> <p>Tenderer provides a <b>clear and detailed</b> data collecting, checking, and processing proposal that meets the contract criteria and is based on exceptionally good knowledge and extensive experience.</p> <p>Tenderer's intended quality processes for managing the contract have exceptionally good basis in current good practice demonstrated under Section 5 and include proposals for further development of this good practice</p>	<p>contract criteria, is reasonably based on 1819 performance and demonstrates some knowledge of the market.</p> <p>Tenderer provides a <b>clear and detailed</b> data collecting, checking, and processing proposal that meets the contract criteria and is based on realistic good knowledge and experience.</p> <p>Tenderer's intended quality processes for managing the contract have a good basis in current good practice demonstrated under Section 5</p>	<p>proposal that meets basic contract criteria.</p> <p>Tenderer provides a <b>clear and detailed</b> data collecting, checking, and processing proposal that meets the contract criteria and is based on sound knowledge and some experience.</p> <p>Tenderer's intended quality processes for managing the contract are partly based on current practice demonstrated in Section 5 but some processes are newly proposed without a clear link to previous practice</p>	<p>that does not meet all contract criteria.</p> <p>Tenderer provides a <b>clear and detailed</b> data collecting, checking, and processing proposal that meets the contract criteria but there is no evidence of experience.</p> <p>Tenderer's intended quality processes for managing the contract are mostly new and most cannot be triangulated to Tenderer's current practice; the proposal does not give confidence of the Tenderer's ability to deliver the new processes</p>	<p>been provided or that do not provide the information requested</p>
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<b>7 Knowledge transfer proposal</b>	30%	Tenderer provides an exceptionally good knowledge transfer proposal that fully answers the section questions, is specifically tailored to the Tenderer's and the College's circumstances and the current ESFA Subcontracting intentions, and demonstrates an excellent knowledge of managing business-on-business knowledge transfer process.	Tenderer provides a good knowledge transfer proposal that answers the section questions, is realistically based on the Tenderer's and the College's circumstances and the current ESFA Subcontracting intentions, and demonstrates good knowledge of managing business-on-business knowledge transfer process	Tenderer provides a basic knowledge transfer proposal that answers the section questions, takes into account the Tenderer's and the College's circumstances and the current ESFA Subcontracting intentions, and demonstrates some knowledge of managing business-on-business knowledge transfer process	Tenderer provides a knowledge transfer proposal that does not answer some or any of the section questions and does not sufficiently demonstrate the Tenderer's knowledge of the Tenderer's and the College's circumstances, of the current ESFA Subcontracting intentions, and/or of managing business-on-business knowledge transfer process.	For any documents that have not been provided or that do not provide the information requested
<b>8 Declaration and certificates</b>	<ul style="list-style-type: none"> <li>Not scored but must be signed and dated. Electronic or scanned signatures are acceptable but <b>it is not acceptable just to type in a name in the signature box</b>. If any of the forms in Section 8 is not signed and/or dated, this will disqualify the Tenderer automatically from further consideration and their responses in Section 2 to 7 will not be scored.</li> </ul>					