

**TENDER SPECIFICATION & GUIDANCE**

**Tender Ref: CC-OP-2021-22-01**

**Requirement for the provision of**

**Online platform for the delivery of Level 2 and Level 3 courses**

**4 April 2022 – 4 April 2023**

**CROYDON COLLEGE**

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 **1. INTRODUCTION**

* 1. **Background**
		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.
		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 students 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. 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.
	2. **Online delivery of courses and its place in the curriculum**
		1. Every year, the College delivers full-time Level 2 and Level 3 courses in a number of subject areas to several thousand students across both the 16-18 and 19+ age group. The College intends to deliver a selection of these courses via a learning platform that would be fully online, with focus on qualifications eligible for NSF funding.
		2. The key components that must be included in the online learning platform are:
			1. Learning materials
			2. Assignment writing and submission tool including relevant functions at assignment, modular and qualification level
			3. Assessment and marking tool including a validation / moderation function
			4. Learner and tutor activity and achievement tracking and reporting tool
			5. Full IT support, maintenance and troubleshooting function provided by the Supplier for the duration of the contract
			6. Online materials leading to a full qualification that is approved by an awarding body as meeting a full qualification requirement

All components of the online learning platform must be compliant with the standards set by the relevant awarding bodies and by the College as Customer.

All courses offered by the online learning platform must be eligible for funding under a relevant funding stream.

* + 1. Whilst using the online platform, the students would be supported by their College tutors who would review their progress and help them contextualise the skills and knowledge gained whilst studying the individual qualifications via the online platform and embed them into the broader outcomes of their programme of study.
	1. **The Opportunity**
		1. To maximise its access to high quality online educational platform that can provide its students and staff with a full online learning, assessment and tracking product for the delivery of Level 2 and Level 3 qualifications with focus on qualifications eligible for NSF funding, the College is seeking to outsource the provision of the online platform to an experienced organisation. The successful Tenderer will have a robust track record of providing and hosting a suitable online platform for the delivery of Level 2 and Level 3 courses, preferably in Further Education environment and including qualifications that meet conditions of NSF funding.
		2. The maximum contract value is £70,000 exclusive of VAT if applicable, representing the maximum licences per learner or per qualification. This maximum value is a ceiling value and the College does not guarantee that the services will be required to the maximum value.
		3. The payment rates and the pricing structure are to be decided by the Tenderer and will be evaluated and scored as part of the value for money assessment. Tenderers are asked to refer to the scoring criteria outlined in Section 8 of this document.
		4. The successful Tenderer will be expected to enter into the College’s standard contract / SLA, which accompanies this document. The standard Terms and Conditions and the pricing structure are non-negotiable after the tender process.
		5. The College reserves the right (at its sole discretion) to increase the contract value by another up to £30,000 exclusive of VAT if applicable, i.e. to increase the total maximum contract value to up to £100,000 exclusive of VAT if applicable, to be delivered either as additional delivery in 2021/22 and/or in the academic year 2022/23. For further details refer to section 6.6.

**2. APPLICATION PROCESS AND TIMESCALES**

* 1. **Key information**

Tender applications shall comprise the following essential elements:

* **The** **completed Tender Application form**
* **The completed Delivery Proposal spreadsheet** and
* **Any supporting documents required in the Tender Application Form**

 You must submit your application by **Wednesday 16 March 2022, 17:00.** Pleasesee Section 7 of this Tender Specification document for full guidance on submitting applications and for acceptable format of submission.

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

* 1. **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 Tenderers. Should this be the case, the College will inform all known Tenderers of the revised date(s).

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| **Date (2022)** | **Action** |
| **Tuesday 22nd February** | Tender Issued on the Government’s procurement platform. The general link to the platform is <https://www.gov.uk/contracts-finder>  |
| **Friday 4th March 17:00** | Deadline for requests for clarification to be received via email at: tenders@croydon.ac.uk |
| **Wednesday 9th March** | 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.  |
| **Wednesday 16th March 17:00** | Deadline for the submission of the Tenders by email to tenders@croydon.ac.uk |
| **Wednesday 23rd March** | Notification of award decision and commencement of voluntary standstill period  |
| **By Monday 4th April** | Contract and data sharing agreement is signed. Contract award is formally announced. |
| **Monday 4th April** | Contract delivery starts. |

\* For the purposes of this Tender documentation, the term “Contract” is used throughout. The legal name of the contract document that will be issued to the successful Tenderer will be “Service Level Agreement”, which is appropriate for the intended contract value, in accordance with the College’s Financial Regulations.

**3. WHAT WE ARE LOOKING FOR**

* 1. **Services Required**
		1. The contract will have one main deliverable, which is the provision and maintenance of an online platform for learning, delivering and assessing courses at Level 2 and Level 3, with focus on qualifications eligible for NSF funding. The volume of services required will be dependent on the College’s recruitment for the courses in 2021/22 and 2022/23, and may therefore be changed in-year at short notice. To deliver the main deliverable, the key expectations from Supplier will be:
1. To provide user licences for the online learning platform for the College’s students enrolled on the programmes and to the College’s staff involved in the delivery and monitoring of the Programmes, to the standards specified by the College.
2. To ensure that the online platform is suitable and relevant for the College’s students and staff and that it meets the service standards specified by the College in terms of (but not limited to) quality, accessibility and breadth of learning resources, marking and assessment tools, reporting tools, user support, user data protection, platform maintenance and troubleshooting.
	* 1. Key details of the specification required are provided in this document (this Section 3 and Sections 5 and 6).

However, Tenderers are asked to note that some details of the specification will only be finalised in the contract and/or may be amended in year, by mutual agreement.

* + 1. Adherence to the specification by the Supplier will be essential to generate payment. The College will only pay for ‘Active’ students, that is, students who have logged in on the online platform at least once.
		2. The quality and compliance with the service standards will be paramount as the College will retain responsibility to the funding and inspection bodies for the quality of the programmes which the online platform will be supporting.
	1. **Ability to Deliver**
		1. The College will request evidence that the Tenderer is capable of delivering the service to appropriate quality and compliance standards and to the volume required.

* + 1. Tenderers will be expected to demonstrate that they have a successful track record of:
1. providing fully functional online course delivery platforms to colleges or similar institutions that are compliant with awarding bodies’, data protection and other relevant requirements
2. providing customer training and support in relation to the online platform, both at platform implementation stage and for the duration of the contract, such as resolving any customer issues with the online platform in an effective and timely manner
3. implementing platform improvements and development in response to customer feedback
4. a pricing structure that provides the customers with good value for money

Applications from Tenderers who have no previous track record will not be considered.

* + 1. Tenderers will be expected to demonstrate in their application that they have processes, policies and resources to:
1. liaise effectively with colleges to ensure the online platform specification meets the customer’s needs
2. ensure that the Tenderer’s activities comply with legislation, including but not limited to Safeguarding, Health and Safety and GDPR
3. monitor progress and service delivery effectively to ensure the implementation and provision of the online platform meets service standards
	* 1. Tenderers will also be expected to enable the College to view to the platform during the tender application evaluation stage to enable the College to assess the platform quality. The College reserves the right to decide if it will require access to the platform from all Tenderers or from shortlisted Tenderers that achieve the highest score in other aspects of their application.
		2. The successful Tenderer may be required to submit additional documents prior to contract signature, as evidence of due diligence; these could include for example staff vetting documentation or evidence of insurance certificates for those insurance policies that are not required at Tender stage for selection purposes but may be required for due diligence of the selected Tenderer.

* 1. **Outcomes**
		1. The College expects that the online platform will be fully functional to enable the learning, teaching, assessment and monitoring of all learning aims as per the agreed course portfolio.

* + 1. The provision by the Supplier of any services or user licences beyond the agreed contract maximum value and beyond the service specification, will not be paid by the College unless the College has issued a formal contract variation to amend the original agreement. Verbal and e mail communications will not count as an agreement.
	1. **Curriculum relevance**
		1. The College’s aim is to maximise the delivery of Level 3 courses through an on-line platform, with focus on qualifications eligible for NSF funding; therefore, the ideal platform would be one that would offer a range of qualifications that cover a range of subject sector areas, especially Care and Digital.

For the purposes of the tender application, Tenderers will be expected to demonstrate that they have sufficient capacity to be able to provide a fully functional online learning platform to 100 learners and 10 staff members, with each learner to be typically enrolled on 3 different qualifications. However, when issuing the contract the College does not commit itself to a minimum contract value and the evidence of capacity required for the tender application does not constitute a guarantee that the contract, if issued, will be for this amount of learners and staff.

* 1. **Other Specification Criteria**
		1. The Supplier will comply with all monitoring and evaluation activities specified in Section 4 of this document as directed by the College, who will retain overall responsibility for the monitoring and tracking of all students. The Supplier 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**

* 1. **Background**
		1. The College is committed to providing excellent learning and progression opportunities for all its students, and recognises that online learning and teaching plays an integral part in these.

* + 1. The College will, as the Lead provider responsible for the overall provision of the students’ programmes, expect the successful Supplier to work closely with the College to enable it to 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 requirements specified in Sections 3, 5 and 6 of this document.
	1. **Quality compliance and monitoring**
		1. The College will carry out the monitoring and tracking of all students and will expect the Supplier to support it if requested. As a minimum, the College will expect the Supplier to, if requested:
1. Participate in regular operational meetings with the College’s relevant staff if required.
2. Support the College with any relevant checks that the College may carry out in relation to the services provided.
3. Support the College with providing any relevant evidence that may be reasonably required of the Supplier for investigations of complaints relating to the services provided, responses to requests submitted under FOI, and similar.
	1. **Audit and GDPR compliance**
		1. The College will expect the Supplier to comply with any audit and GDPR requirements applicable as per the College MIS team and GLA and ESFA funding guidance and ICO regulations. The College will specify any specific requirements in the contract; such requirements to be reasonable and within usual standards for the service delivery of work placement referrals.
		2. The College will audit the quality and compliance of the service at any time of the College’s choosing. The Supplier will be required to respond to Action Plans in an agreed and timely manner. The College has the right to audit record keeping of any data held and/or provided by the Supplier in relation to the provision of services specified in this tender and in the subsequent contract.
		3. The Tenderer must ensure that the people processing data related to this tender or the subsequent contract 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 the prior written consent of the College. The College must be notified of any personal data breaches and be provided with subsequent impact assessments. The successful Tenderer must delete or return all personal data to the College as requested at the end of the contract.

**5. EVALUATION CRITERIA**

* 1. **Mandatory criteria**
		1. Providers wishing to apply for this opportunity **must:**
1. Be an active company with a valid registration number (companies house company number, charity number and similar), or with valid evidence of exemption from the registration requirement.(<https://www.gov.uk/government/organisations/companies-house>)

(<https://www.gov.uk/find-charity-information>)

1. Be registered on the Government’s procurement platform as Suppliers (<https://www.gov.uk/contracts-finder>)
2. Have a successful track record of providing and hosting a suitable online platform for the delivery of Level 2 and Level 3 courses, in a volume comparable with the contract value tendered
3. Have the capacity to deliver 100% of the total contract volume tendered.
4. Meet any other specific mandatory criteria specified in Section 2 of the Tender Application form, as well as criteria required for Section 1, 6, 7 and 8 of the Tender Application Form as outlined further below in section 7.4.2 of this document.
	* 1. The College **will not** consider any Tenderers that fail to meet any of the criteria above.
	1. **Desirable criteria**
		1. The College’s preference is that the Tenderer’s track record includes the provision of an online platform specifically to a Further Education College, as opposed to other types of educational institutions.
		2. The College’s preference is also that the Tenderer’s track record of providing an online platform includes specifically qualifications that are eligible for NSF funding.
	2. **Contract Value**
		1. The College does not commit to a minimum contract value. The payments will be done based on actual depending on how many user licences the College is going to use. The College will communicate with the Supplier if it wishes to assign further funding up to the maximum value. This will be influenced by the performance of the Supplier and/or the College’s own performance.
	3. **Subcontracting**
		1. The contract, if awarded, must be delivered solely by the Supplier to whom it is awarded, i.e. the Supplier must not engage in any second-level subcontracting to deliver any part of the contract. The College will not pay for any such services.
	4. **Assessment of applications**
		1. When assessing a Tenderer’s track record, the College will take into account not only the quality but also the volume of previously delivered services in terms of volume and the number and type of organisations that the Tenderer has held contracts with, and the breadth and type of qualifications offered by the Tenderer’s online platform.
		2. When assessing the applications, the College will also look for evidence that the Tenderer is financially stable and has a proven track record of good performance.

At the evaluation stage, the College will assess the documents submitted by the Tenderers as required in Section 4 of the Tender Application form, such as company accounts.

Once a successful Tenderer has been identified, the College will run an external credit check of the shortlisted Tenderers and the outcome will be taken into consideration when deciding between shortlisted Tenderers on contract award. A favourable financial health assessment by the ESFA or by another relevant external body, if held by the Tenderer, is a basic expectation and does not replace the College’s independent checks.

**6. WHAT WE WILL CONTRACT FOR AND HOW WE WILL PAY**

* 1. **Active student definition and expectations of contracting parties**
		1. An ‘Active’ student is a student who has logged in on the online platform at least once. It is not the number of user licences provided by the Supplier to the College’s students.

The College will be responsible for ensuring student engagement to maximise the conversion to Active students provided that the online platform meets the required specification.

* + 1. The Supplier will be responsible for ensuring that the online platform fully meets the specification required with regard to curriculum relevance, quality, accessibility and breadth of learning resources, standards, safeguarding, IT accessibility, timeliness of user access setup, user support, user data protection, platform maintenance and troubleshooting, and in-year deadlines.
	1. **Online platform specification requirements**

Further details of the specification required are provided in Sections 3 and 5 of this document.

* + 1. This tender is for the provision of an online learning platform, where the Supplier would provide to the Customer:
1. Fully online learning resources for the qualifications specified in Section 6.6.1, with the quality and contents of the learning resources to be of such standard the enables effective teaching, learning and successful completion of these qualifications.
2. Corresponding number of Student user licences to enable the College’s students the learning and achievement of the qualifications specified in Section 6.6.1.
3. Corresponding number of Staff user licences to enable the Customer’s staff the teaching, monitoring students’ progress, assessment of students’ attainment and providing feedback to the students, in relation to qualifications and at the volumes specified in Schedule 2.
4. Full access to and functionality of the online platform at least 99.9% of the time in any calendar month, including but not limited to 3rd line IT support, customer / technical service support provided within reasonable timescales, user training, platform hosting and platform system updates to maintain full functionality, and user-relevant documents and manuals such as the Operating Manual.
5. Full support and training during the online platform implementation phase, including a grace period of 7 days from the date that the online platform is first made available to the College, to enable the College to test the online platform functionality before it makes a final commitment to the contract.

For a student user licence to generate payment, it must become an Active student, as defined in Section 6.1 above.

* + 1. The required minimum duration of the services above is 12 months.

The College expects that the Supplier will ensure that they are realistically able to commit for the full duration required.

* + 1. The IT accessibility expectation of the online platform is that it should be easy to access whilst safeguarding the students’ privacy and data.
	1. **General specification summary**
		1. The services provided must comply with the criteria and standards specified in Sections 3, 5 and 6 of this document and the subsequent contract, which will be issued to the successful Tenderer after the tender evaluation has been completed. The College will not pay the Supplier for any services that do not meet the criteria and standards.
	2. **Payment eligibility**
		1. The College will pay only for Active students (as defined in Section 6.1 of this document)
		2. The College will not pay the Supplier for any user licence that did not become an Active student, unless there is a justifiable exception, agreed by both parties and approved in writing by the Vice Principal of Training, Skills and Higher Education.
	3. **Payments, reconciliation and clawback**
		1. Payment rates

The Supplier will be asked to outline the structure of payment per qualification per learner. College does not expect to pay any additional fees for other aspects of the service provided (staff licences, platform maintenance).

The structure of the pricing proposal may affect scoring.

* + 1. The College will pay the Supplier on a monthly basis in arrears, for Active students delivered in the previous month. The amount due will be calculated after the month end, using a reconciliation of the Supplier and the College’s data. The invoice payment term is 30 days from the receipt of the invoice.
		2. Failure by the Supplier to meet the Service Levels required for a successful generation of Active students, depending on the seriousness of under-performance, may result in financial penalties, claw-backs or termination of the contract depending on the level of failure.
	1. **Contract volume and dates**
		1. The maximum contract value is up to £70,000 exclusive of VAT if applicable).

The maximum value is a ceiling value and the College does not guarantee that the services will be required to the maximum value.

* + 1. The contract will initially be awarded for 12 months.

There is therefore currently no scope in the contract to carry forward any part of the initial contract value beyond the initial contract term. The College reserves the right (at its sole discretion) to review the “no carry-in” position during the duration of the initial term. The College does not provide any guarantee that such a review will take place. Tenderers must therefore submit proposals in which all services are to be delivered solely within the initial contract period. Any variations to the contracted terms are to be agreed in writing between the parties in a formal contract variation. Verbal or e mail communications do not count as a formal contract variation and therefore associated costs may not be paid by the College.

* + 1. If the maximum contract value is reached, the College reserves the right (at its sole discretion) to increase the contract value by up to a further amount of £30,000 exclusive of VAT if applicable. 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.

Such an increase may be for additional delivery in the initial contract period and/or for delivery in an extended contract period. The total potential value of the contract over both the initial and extended contract period should the College exercise its right to extend is therefore estimated to be £100,000 exclusive of VAT if applicable. This will be influenced, but not guaranteed, by the quality of the Supplier’s performance.

The College reserves the right not to make such an increase to the contract and go to tender instead, even if it is satisfied with the Supplier’s overall performance.

* + 1. The College further reserves the right (at its sole discretion) to:
1. Contract the whole amount to one Tenderer, or to split the contract amount two or more Tenderers; or
2. Contract for a value lower than the full amount advertised.

**7. GUIDANCE FOR SUBMITTING APPLICATIONS**

* 1. **Key requirements**
		1. Please email your application to tenders@croydon.ac.uk to be received by the deadline specified in Section 2 of this document, and to be provided in the format specified by Sections 7.2 and 7.3 of this document.
		2. Your application must include the completed Tender Application form and any supporting documents required in the relevant questions in the application form. Tenderers are asked to note that documents / attachments required in Sections 2, 6, 7 and 8 of the Application form are mandatory and if not submitted this will disqualify the Tenderer from consideration.
		3. Your application must meet the requirements stated in this 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>
	2. **Instructions to Tenderers and Conditions of Tender Submission**
		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.
		2. References to “the College” mean Croydon College and refer to its both sites, Croydon and Coulsdon site.
		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.
		4. The successful Supplier will be required to agree to the contract which accompanies this document. The terms of that contract are non-negotiable, subject only to any project-specific provisions which require updating and do not involve negotiation between the parties.
		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.
		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 three calendar months calculated from the day following the closing date for receipt of tenders.
		7. 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.
		8. Where estimated volumes are stated, they are for guidance purposes only and do not form a contractual commitment.
		9. 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.
		10. 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 the Tenderer failed to submit before the deadline.
		11. 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:

1. submit the revised version before the submission deadline and with a clearly marked Version Number in the filename

and

1. flag the fact that it is a resubmission in the email title (e.g. CC-OP-2021-22-01\_Resubmission).

Tenderers are also expected to send a Resubmission notification email to tenders@croydon.ac.uk when resubmitting documents via a file sharing facility as outlined in 7.3.4.

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.

* + 1. Tenders must be submitted as the following documents: the official Tender Application form (MS Word), the Delivery Proposal spreadsheet (MS Excel), and any other supporting documents required in the Tender Application form (preferably MS Word or pdf or other commonly accessible format).

Please ensure that the submission documents are saved in a version that is still supported, i.e. document versions from 2007 onwards, that is, Word documents in a .docx format and Excel documents in an .xlsx format. Files in an old format such as Word and Excel 97-2003 and/or Word documents in a .doc format and Excel files in .xls format, are likely to be quarantined and may not get through the College firewall.

The Tender Application Form and the Delivery Proposal spreadsheet must be completed in all material respects. Tenders not complying with these requirements may be rejected.

* + 1. 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, irrespective of how minor the question is.
		2. Where supporting documents are requested, these should be clearly cross referenced to theappropriate 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.
		3. The College reserves the right to seek clarification, after tender applications 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 application, it will ensure that such a step does not put any Tenderer at an advantage or disadvantage.
		4. 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 a reasonable timeframe of the College notifying the Tenderer of the issue. The notification may be raised after the tender submission deadline; however, when resubmitting the documents 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.
		5. The College is required to publish details of the successful contractor and the total contract value on the Government Procurement Portal after the contract has been formally awarded.
		6. Should there be any doubt or confusion as to the meaning of any provision contained in the tender documentation, Tenderers should submit a clarification request by the deadline specified in Section 2 of this document, prior to the submission of their tender application. 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. The clarification request process will be as follows:
1. All requests for clarification should be made via e-mail only by the deadline specified in Section 2 to tenders@croydon.ac.uk
2. In your clarification request, please make a clear reference to the section and name of the tender document that you are querying.
3. 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.
4. 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.
5. 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.
	* 1. 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 do apply to your organisation. It is the Tenderers’ responsibility to demonstrate that any alternative standards are equivalent to the standards specified.
		2. The College will not be liable for any costs or expenses incurred by Tenderers in completing and submitting their tender application whether or not it is successful.
		3. 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 within 2 working days of the information being changed.
		4. 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.
		5. 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 via the Government’s procurement platform. You must confirm in writing when you submit your tender that it provides for compliance with all amendments so notified.
		6. The College may at its discretion extend the closing date and time for receipt of tenders by written notice to all Tenderers published via an amendment of the tender notice on the Government’s procurement platform.
	1. **Tender document submission format**
		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”*.
		2. The College has no dedicated drop box for the tender but you can submit the Tender Application form, the Delivery Proposal Spreadsheet, and any supporting documents in one of the two following ways:
		3. Either as **email attachments**.
6. The College’s email has a 100MB maximum capacity for attachments, which should cope with most attachments when you email them to the tender mailbox tenders@croydon.ac.uk in good time to arrive by the tender submission deadline. You may wish to split your submission into several emails with lower attachment size, to ensure that the maximum capacity is not exceeded.
7. Please remember to password-protect any attachments that have personal data and email the password to the tender mailbox in a separate email.
8. It is acceptable to attach the documents to the submission email either as individual documents / multiple attachments, or in a zip file.
9. You can send one submission email with all documents attached, or, if there is large number of attachments, it is acceptable to split the submission into several emails with a smaller number of attachments. If sending several emails with attachments, please ensure that each email is clearly labelled in the email title (e.g. CC-OP-2021-22-01-Part 1 of 3).
	* 1. Or via a **file sharing facility** set up at your end, either ShareFile or Drop Box, to which you would give the College **access.** In that case, you must:
10. Email the link for the facility to our tender mailbox tenders@croydon.ac.uk in good time to arrive by the tender submission deadline.
11. Set the link expiry date to 4 April 2022 (i.e. to cover the tender period up until the voluntary standstill period end).
12. 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).
13. Only use ShareFile or Drop Box. Other file sharing facilities, such as WeTransfer, are not accepted by the College and we are unable to guarantee that a submission will reach us and be accepted.
	* 1. We encourage you to submit documents as individual documents rather than embedded in the application form. 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 theappropriate section of the Tender Application Form as per paragraph 7.3.1 of this document.
	1. **When considering Tenders the following criteria will be applied**
		1. The Tender Application form must be completed in full and with satisfactory answers, and satisfactory supporting documents must be attached. An acceptable answer must be given to mandatory requirements or the Tenderer may be excluded from the process.
		2. **The following responses must be provided fully, otherwise the Tenderer will be disqualified from further consideration:**
14. 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 5 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.
15. Responses to questions in Section 2, 6 and 7 (Basic Mandatory Requirements, Range of Provision, and Pricing Competitiveness). 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 and questions in Sections 6 and 7 are also content-scored; for details see Section 2, 6 and 7 of the Application Form).

The following responses should be provided, otherwise the Tenderer may be disqualified from further consideration:

1. 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 may result in disqualification.

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).

* + 1. Most non-mandatory questions will be content-scored as outlined by the methodology in 7.4.4 below.

“Non-mandatory” in this context means that an unsatisfactory or missing response will not automatically disqualify the Tenderer from further consideration. However, Tenderers are expected to provide responses to all questions, whether mandatory or non-mandatory.

Some non-mandatory questions are not scored but tenderers are required to provide responses in the application form to confirm that they have the documents or processes in place. In that event such a question will be clearly described in the Tender Application Form as not scored.

The successful Tenderer will be required to submit any such documents or evidence of processes prior to the contract being issued. The College will at that point review them to ensure that they are adequate for the service. If not adequate, the Tenderer will be required to amend their document (e.g. policy) and/or explain any differences or concerns to the College’s satisfaction, otherwise the contract may not be awarded.

The Application form states at the top of each section the scoring approach to each question.

* + 1. Any content-scored questions, whether mandatory or non-mandatory, will be scored according to the following methodology.

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

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

* + 1. A Pass of all mandatory requirements and a minimum total final score of 2.50 of scored requirements is required to pass the initial supplier selection and be shortlisted.

The content score for each section, and the total final score, will be calculated as follows:

1. In each section of the application form, each content-scored question will be given a score ranging from 0 to 4, using the methodology stated in 7.4.4 above and in Section 8 below.
2. The individual scores for content-scored questions in each section will then be totalled up and divided by the number of content-scored questions in that section.
3. Section weighting as per the table in 7.4.6 will then be applied to the resulting average score for that section. The resulting number will be rounded to 2 decimal points.
4. The resulting weighted section scores will be added up. The result, rounded to 2 decimal points, will be the total final score.
	* 1. The College will notify all Tenderers of the outcome of their application by email. The format of the notification is outlined in section 7.4.8 below.

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

1. Questions in Section 1 and 3 are not scored / not weighted but must be answered; for requirements see paragraph 7.4.2 and 7.4.3 above.
2. Questions in Section 8 are not scored / not weighted but must be answered fully; for requirements see paragraph 7.4.2 above.
3. Questions in Section 2 and 4 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).

1. Where any questions in Section 2 and 4 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.
2. Section weighting will be applied to the average content score calculated from content score of all scored questions.
3. The resulting weighted section score will be rounded to 2 decimal points.

|  |  |  |
| --- | --- | --- |
| **Section No.** | **Headline** | **Weighting** |
| 1 | Contact information  | n/a |
| 2 | Basic Mandatory requirements  | 10%  |
| 3 | Policies / Due Diligence | n/a |
| 4 | Financial and company standing | 20% |
| 5 | Quality of resources and service | 30% |
| 6 | Range of provision (Mandatory) | 20% |
| 7 | Pricing competitiveness (Mandatory) | 20% |
| 8 | Declaration and certificates (Mandatory) | n/a |
|  | **Total** | **100%** |

* + 1. The College reserves the right to award contracts to more than one Tenderer 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.
		2. Once the tender application process has been completed the College will notify successful and unsuccessful Tenderers of the outcome by email.
1. For all Tenderers who have passed the mandatory stage, the outcome notification will include the scoring per section, compared to the winning score of the successful Tenderer, but not provide further breakdown of scoring, scoring per questions or feedback per question or section.
2. 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 because their application will not have been passed on to the content scoring stage.
	* 1. The formal issue of any contract awarded as a result of this tender is subject to formal approval by the tender outcome by the Executive. 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.

|  |  |
| --- | --- |
| **Section** |  |
| ***1 Contact Information*** | Not scored but should be provided. If not provided, the College may not be able to contact the Tenderer and therefore result in disqualifying. |
| ***2 Mandatory requirements*** | 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. The Tender may not be fully reviewed after one mandatory element has been failed and therefore there will not be any scoring or feedback available on the remainder of the submitted information.  |
|  | 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. |
| **Section** | **Weighting** | **Excellent (4 points)** | **Good (3 points)** | **Adequate (2 points)** | **Poor (1 point)** | **Not provided (0 points)** |
| **2 Basic Mandatory requirements** | 10% | Responses provide strong confidence in breadth of previous experience with developing and managing an online platform | Responses provide good confidence in breadth of previous experience with developing and managing an online platform | Responses provide adequate confidence in breadth of previous experience with developing and managing an online platform | Responses provide limited confidence in breadth of previous experience with developing and managing an online platform | For documents that have not been provided or that do not provide the information requested |
| 1. **Policies / Due Diligence**
 | Not scored but Tenderers are required to provide responses in the application form to confirm that they have the documents or processes in place. For further details see 7.4.3 above. |
| **4 Financial and company standing** | 20% | Responses provide strong confidence in financial stability and breadth of experience (Excellent financial health) | Responses provide good confidence in financial stability and breadth of experience (Good financial health) | Responses provide adequate confidence in financial stability and breadth of experience (Adequate financial health) | Responses provide limited confidence in financial stability and breadth of experience (Poor financial health) | For any documents that have not been provided or that do not provide the information requested |
| **5 Quality of Resources and service** | 30% | Platform demonstrates exceptionally good teaching resources, ease of use, exceptionally quality customer support and is tailored to the specifics of L3 delivery.  | Platform demonstrates good teaching resources, ease of use, good customer support and is tailored to the specifics of L3 delivery  | Platform provides some evidence of good teaching resources, ease of use, some customer support and is tailored to the specifics of L3 delivery. | Platform does not demonstrate any good teaching resources, ease of use and/or customer support and/or is not tailored to the specifics of L3 delivery | For any documents that have not been provided or that do not provide the information requested |
| **6 Range of provision (Mandatory)** | 20% | The platform offers a wide range of 3 and L2 qualifications, especially L3 qualifications that meet NSF funding requirement | The platform offers a wide range of L3 and L2 qualifications, especially L3  | The platform offers some L3 and L2 qualifications but the range is limited | The platform offers only L2 qualifications and no L3 qualifications | The platform does not offer any L3 nor L2 qualifications |
| **7 Pricing competitiveness****(Mandatory)** | 20% | The pricing structure offers an excellent value for money to the Customer | The pricing structure offers good value for money to the Customer | The pricing structure offers adequate value for money to the Customer | The pricing structure offers poor value for money to the Customer | For any documents that have not been provided or that do not provide the information requested |
| **8 Declaration and certificates****(Mandatory)** | * Not scored but must be signed and dated. Electronic or scanned signatures are acceptable but **it** **is not acceptable just to type in a name in the signature box.** 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.
 |  |