

New College Doncaster Provision of Student Transport September 2021 – July 2022
With option to renew to July 2024

1. Introduction

New College Doncaster is seeking to procure a contractor to provide student transport services to and from the College site. This Invitation to Tender (“ITT”) has been prepared by the College for the purposes of inviting proposals for the provision of such Services.

LETTER OF INVITATION

New College Doncaster’s current contract for the provision of student transport expires in July 2021. Therefore, proposals for the new contract are being sought in accordance with UK Procurement and College financial regulations.

You are invited to submit a tender for this provision. For your guidance, notes and instructions are detailed below, together with some additional information regarding the College in general. Read all documentation carefully. The College will be utilising the Open procedure for this procurement in accordance with Public Contracts Regulations 2015.

2. Timetable of process

Description of Process	Dates
Publication of tender documents	1st February 2021
Receipt of final tender documents from suppliers @ 16:00 pm	9th March 2021
Notification of outcome to all suppliers – Intention to award and Unsuccessful suppliers	16th March 2021
Standstill period ends	29th March 2021
Contract Award date	12 th April 2021
Contract start date	10th September 2021

This timetable is intended for guidance only and whilst the college does not intend to depart from the timetable it reserves the right to do so at any stage.

Completed proposals should be submitted by post in a sealed envelope bearing the title ‘New College Doncaster Provision of Student Transport’ in the top left hand corner and with no other identifying marks eg. Business franking to:

**David Hunt
 New Collaborative Learning Trust
 Park Lane
 Pontefract
 West Yorkshire
 WF8 4QR**

The deadline for the return of bids is **16:00 pm on Tuesday 9th March 2021. LATE SUBMISSIONS WILL NOT BE ACCEPTED.** The College reserves the right to seek clarifications on any tender submission in accordance with Public Contracts Regulations 2015 (or as amended).

For audit purposes, only e-mail correspondence will be entered into.

All supplier requests for clarifications prior to tender submission must be submitted in writing via email. All clarifications made will be shared with all bidders to ensure equal treatment throughout the tender process. To ensure you are included within this dialogue, please email david.hunt@nclt.ac.uk to register your intention to bid.

This contract will commence on **September 10th 2021** until July 2022.

Any lot may be terminated at the end of any academic year where the College does not require the services covered within each lot during future academic years. For the avoidance of doubt, no guarantee as to volumes or financial contract valuations is given beyond year one of this contract.

The College will confirm in writing by August 1st in each year whether subsequent services are required.

In consideration of contract awards, a single supplier can be awarded all lots or lots may be split between 2 or more suppliers. The College may also decide to service some routes themselves and therefore a lot may not be awarded to any supplier.

Mandatory Information

All suppliers must complete the mandated elements of the Standard Selection Questionnaire (Pages 13 – 32). If bidding for multiple lots, this document need only be completed once. Should you require an editable version of this questionnaire please email: david.hunt@nclt.ac.uk

Whilst these are not directly scored, some elements are pass/fail and may result in exclusion from the tender process where indicated. If a fail is recorded then your organisation should not complete the tender process as your proposal will not be scored.

Part 1: Information only however must be appropriately completed to proceed to tender evaluation

Part 2: Pass/Fail – fail if any of the situations apply without an acceptable self-cleaning measures

Part 3: Economic & Financial Standing Pass/Fail – Minimum level of economic & financial standing is 1:1 (e.g. your assets should be equal to or more than your liabilities). Minimum financial threshold is at least 2x the annual contract value of the sum of lots you are bidding on. If you fail either of these two tests you will be asked to name a guarantor. The process will be repeated on your guarantor. If you cannot provide a guarantor whose level of financial risk is acceptable, your tender may be rejected.

Part 3: Technical & Professional Ability Pass/Fail – Evidence of contracts of a similar scope will constitute a Pass.

Part 3: Modern Slavery Pass/Fail – Evidence of complying with the Act or a satisfactory explanation of non-compliance will constitute a Pass

Part 3: Insurance Pass/Fail – Appropriate levels of insurance or willingness to purchase will constitute a Pass

Part 3: Licencing & Registration Pass / Fail – Appropriate DBS clearance processes will constitute a Pass. A Passenger Carrying Vehicle Operator's Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, or a permit issued under section 19 of the Transport Act 1985, and all other relevant licences as required by law valid from the anticipated start date of the contract will constitute a Pass. Confirmation and evidence that all drivers will hold the appropriate licence will constitute a Pass.

Part 3: Health and Safety Pass/Fail – Failure to confirm a health and safety policy is in place and/or receipt of enforcement/remedial action orders will constitute a Fail, unless the bidder(s) can demonstrate to the College's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches

Service Level Agreement

All suppliers must complete the Service Level Agreement (Pages 43 – 56). If bidding for multiple lots, this document need only be completed once. Should you require an editable version of this questionnaire please email: david.hunt@nclt.ac.uk

Scope of Services for 2021-2022

Note: The tender consists of 7 lots, a supplier may bid for any number of lots.

The main requirement of the Services is to transport students from both the South and North East of Doncaster at the start of the day and back to home again at the end of the day during the College's normal days of operation ie Monday to Friday during term time.

At present, the Services should deliver students by **8.40 am** and collect from the College at **4.05pm (Monday, Wednesday, Thursday and Friday)** with an earlier departure of **2.35pm** on a **Tuesday**, but these timings could change over the term of the Contract.

The contractor would be required to organise routes/timings according to student demand in consultation with college management.

During examination periods there may be a requirement to run the return journeys at a slightly later time.

The initial duration of the Contract (one year) will be from 10 September 2021 to 14 July 2022 (provisional), subject to a termly performance review.

The term dates for 2020/21

Autumn term:	Fri 10 Sept 2021 – Friday 22 Oct 2021 Wed 3 November 2021 – Fri 17 Dec 2021
Spring Term:	Tues 4 Jan 2022– Fri 18 Feb 2022 Mon 28 Feb 2022– Fri 8 April 2022
Summer Term	Mon 25 Apr 2022– Fri 27 May 2022 Mon 6 Jun 2022 – Thurs 14 July 2022 (provisional finish date)

In consideration of 2021-2022 operational days, these are given in the pricing schedule for each lot. Dates will be finalised with the selected contractor and notified in accordance with the terms of contract contained herein.

The Scoring and weighting criteria for each Lot will be as follows:

Price 70%

Quality of service & ability to meet College requirements 30%

Lot 1:

Capacity required: 80

Pick Up Point
Barnby Dun
Kirk Sandall
Edenthorpe
Wheatley Hills
Armthorpe
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 1 Bus Service Pricing -**70%**

Lot 1 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 80

Lot 1	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 2:

Capacity required: 80

Pick Up Point
Moorends
Thorne
Stainforth
Hatfield
Dunsville
Armthorpe
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 2 Bus Service Pricing -**70%**

Lot 2 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 80

Lot 2	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 3:

Capacity required: 50

Pick Up Point
Crowle
Belton
Epworth
Haxey
Westwoodside
Blaxton
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 3 Bus Service Pricing -**70%**

Lot 3 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 50

Lot 3	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 4:

Capacity required: 70

Pick Up Point
Adwick
Woodlands
Carcroft
Toll Bar
Bentley
Scawthorpe
Scawsby
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 4 Bus Service Pricing -**70%**

Lot 4 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 70

Lot 4	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 5:

Capacity required: 85

Pick Up Point
Ranby
Retford
Ranskill
Bawtry
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 5 Bus Service Pricing -**70%**

Lot 5 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 85

Lot 5	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 6:

Capacity required: 80

Pick Up Point
Mexborough
Conisborough
Old Edlington
Wadworth
Tickhill
Harworth
Bawtry
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 6 Bus Service Pricing -**70%**

Lot 6 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 80

Lot 6	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Lot 7:

Capacity required: 50

Pick Up Point
Gainsborough
Beckingham
Walkeringham
Misterton
Gringley on the Hill
Everton
Bawtry
Rossington
Return Journey
From New College Doncaster

Please Note – The above timetable does not include the full list of stops however the stops not included do not alter the basic route.

Lot 7 Bus Service Pricing -**70%**

Lot 7 Pricing		
Costs for one bus service clearly outlined in accordance with requirements of the proposal on a line by line basis with only the top 10 ranked bids scoring any marks		Weighting per available mark is 1.4
Lowest total core contract Costs	50 marks	70 %
2 nd Lowest total core contract Costs	45 Marks	63 %
3 rd Lowest total core contract Costs	40 Marks	56 %
4 th Lowest total core contract Costs	35 Marks	49 %
5 th Lowest total core contract Costs	30 Marks	42 %
6 th Lowest total core contract Costs	25 marks	35 %
7 th Lowest total core contract Costs	20 Marks	28 %
8 th Lowest total core contract Costs	15 Marks	21 %
9 th Lowest total core contract Costs	10 Marks	14 %
10 th Lowest total core contract Costs	5 Marks	7 %

Set out your fee structure in the matrix below (all pricing to exclude VAT):-

Capacity required: 50

Lot 7	Daily price £	No of days	Total £
2021-22		181	
Total contract value		181	

All daily prices submitted for this service will be contractually binding for 3 year period if option to extend is agreed. Number of service days are subject to minor variation each year, according to the College calendar.

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

New College Doncaster Student Transport Provision
PROCUREMENT PROCEDURE: OPEN

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

7. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.

8. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

9. Please return a completed version of this document and include within your completed bid.

Verification of Information Provided

7. Whilst reserving the right to request information at any time throughout the procurement process, the College may enable the Supplier to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this questionnaire relating to Technical and Professional Ability) the College may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only

Sub-Contracting Arrangements

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The College recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the College indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the College immediately of any change in the proposed sub-contractor arrangements. The College reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

10. If the Supplier completing this questionnaire is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the College may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the College as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of the questionnaire as part of a single composite response to the College i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The College recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the College must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The College reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

15. When providing details of contracts in answering section 6 of this questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The College reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the College any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The College confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

Part 1: Potential supplier Information

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop	

c) Public service mutual		
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁴ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

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

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

⁴ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model				
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
The approximate % of contractual obligations assigned to each sub-contractor						

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

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

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/>

	<p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>No <input type="checkbox"/></p>
<p>2.3(b)</p>	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	

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

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

<p>3.1(j) - (ii)</p> <p>3.1(j) –(iii)</p> <p>3.1(j)-(iv)</p>	<p>absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.2</p>	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	

Conflicts of interest

In accordance with question 3.1 (g), the College may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

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

Taking Account of Bidders’ Past Performance

In accordance with question 3.1(i), the College may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The College may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this questionnaire. The College may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the College may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.).

Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation

Part 3: Selection Questions⁵

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁵ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p>

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

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>
7.2	<p>If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p>Yes <input type="checkbox"/> Please provide the relevant url</p> <p>No <input type="checkbox"/> Please provide an explanation</p>

8. Additional Questions

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

Section 8	Additional Questions		
8.1	Insurance		
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £5m Professional Indemnity Insurance = £2m</p> <p>Product Liability Insurance = £5m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>		
b	<p>Please confirm that all vehicles within the vehicle fleet that will be used for the lots you are bidding are fully insured and will continue to be throughout the length of the contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Please identify the vehicles available to deliver the service for the lots you are bidding for below.</p> <table border="1" data-bbox="316 1512 1295 1942"> <tr> <td data-bbox="316 1512 1066 1942">Please identify the vehicles available to deliver the service for the lots you are bidding for below.</td> <td data-bbox="1066 1512 1295 1942"></td> </tr> </table>	Please identify the vehicles available to deliver the service for the lots you are bidding for below.	
Please identify the vehicles available to deliver the service for the lots you are bidding for below.			

Reg	Age (yrs)	Single / double decker?	CCTV installed Yes / No?	Mifare card readers already installed Yes / No?	DDA compliant? Yes / No?

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

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

8.3 Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The College will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the College’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

DECLARATION

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of **(Insert name of supplier)**. I understand that the College may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.
 I also declare that there is no conflict of interest in relation to the College’s requirement.

The following appendices form part of our submission;

Section of QUESTIONNAIRE	Appendix number

QUESTIONNAIRE COMPLETED BY

8.1	Name	
8.2	Role in organisation	
8.3	Date	
8.4	Signature	

Appendix Number -

QUESTIONNAIRE section -

Question number -

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New College Doncaster Student Transport Provision 2021 – 2022 – Service Level Agreement

This document shall form the core service level agreement (SLA) between New College Doncaster and the appointed provider. You are required to complete all sections of this SLA fully as this will form part of the evaluation and weighting criteria for services under both lots.

Note, that if you are bidding for multiple lots, the SLA only needs to be completed once.

All SLA's will be scored on the basis outlined below with scores summarised as in the tender document. For clarity, this shall be as follows:

This SLA relates to (please tick)

Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
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Evaluation Criteria	Score per question
Excellent response - Demonstrates significant strengths of service with minimal identified weaknesses in the response and demonstrates appropriate compliance where required	10 marks
Good response - Demonstrates significant strengths of service with identified weaknesses in the response and demonstrates appropriate compliance where required	7 marks
Average response - Demonstrates some strengths of service with equal identified weaknesses in the response and demonstrates appropriate compliance where required	4 marks
Poor response - Demonstrates weaknesses in the service that is greater than the strength of service demonstrated and demonstrates appropriate compliance where required	1 mark

Quality of Service and ability to meet College requirements		
Your answer will be evaluated against the embedded service level proposal and will be scored in accordance with the criteria identified below		Weighting per available mark is 0.054545
There are a total of 550 marks available under this section as detailed in the SLA. Each mark carries a weighting of 0.054545 and the total maximum score available is 30%.Your final score in this section will be determined by your evaluated responses in the document embedded below.		30.00 %

Operational requirements

	Specific Requirement	Service Provider Response	College Evaluation Score
1	Provider confirms that all points on the lot/s can be accommodated		
2	Provider confirms that all timings can be fully met and demonstrates how this will be achieved		
3	Provider confirms that all drivers involved in the contract will be working to a driver Code of Conduct		
4	Provider demonstrates and understands the key risks in connection with delivery of this service		
5	Provider demonstrates CPD for staff during the contract term		
6	<p>Provider Demonstrates how they would ensure a continued provision of the Service in the event of vehicle breakdown, driver sickness etc, to include:</p> <ul style="list-style-type: none"> • How the issue would be communicated to the College • How and from where additional can be provided • The timescales of communication and resolution of issues • Detail of breakdown / recovery arrangements 		
7	<p>Provider recognises that the college advocates the use of CCTV.</p> <p>Please confirm your willingness to install CCTV cameras in the vehicles assigned to the College.</p>		

	The vehicles will be equipped with digital recordable CCTV, if the College and the Provider have agreed, and the equipment will be maintained in full working order, by the Provider, for the term of the Contract.		
8	The Provider will on each day on which the service concerned is required by the College to be operated, operate a service in accordance with the route, vehicle and timetable, or any other conditions as set out in this Specification and shall not make any change of any kind to the Services without obtaining the prior approval of the College.		
9	The provider shall have, and keep in force, a Passenger Carrying Vehicle Operator's Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, or a permit issued under Section 19 of the Transport Act 1985, which allows the operation of the Contract in the manner proposed. The Contract shall be invalid and liable to termination with immediate effect should an Operator's Licence previously granted, be suspended, withdrawn or have conditions attached to it for any reason by the relevant authorities which prohibit the operation of the Contract. The Provider will supply the College with a copy of its licence and notify in writing immediately any change. The Provider will further notify the College immediately in writing of any enforcement notices issued to a vehicle when being used on a contract issued by the College.		
10	The Provider shall ensure the availability of well-maintained and roadworthy vehicles appropriate to the route and which are of consistently smart appearance both externally & internally with a distinct fleet look.		

11	On all PSV licensed vehicles the driver must have direct control over the opening and closing of the passenger door either by electrical or mechanical means, unless a conductor is also employed or an Escort is provided.		
12	If the College and the provider have agreed the requirement for special equipment to be fitted to a vehicle used in the performance of the Contract, such equipment is to be properly fitted.		
13	Where the provider is claiming Bus Service Operators Grant against any of the Proposed services, this will be declared at tender stage.		
14	Where a passenger is transported in a wheelchair this must be in accordance with Code of Practice VSE87/1 and where a tail-lift or ramp is fitted this is to comply with BS6109 Pt 2.		
15	In the event of planned vehicle maintenance, a substitute vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided by the Provider at no extra cost to the College.		
16	In the event of vehicle breakdown or an accident a replacement vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided as soon as possible by the Provider at no extra cost to the College.		
17	If any enforcement or prohibition notice is served under any Road Traffic and Licensing Legislation, including the Public Passenger Vehicles Act 1981 or any amendment or re-enactment thereof, in respect of any of his vehicles, whether in use for the purposes of this Contract or otherwise, the provider shall immediately notify the College in writing of the		

	details, and provide a copy of the enforcement or Prohibition Notice.		
18	As the safety of learners is imperative, the College reserves the right to terminate the Contract, due to concerns with vehicle safety that have not been addressed by the provider.		
19	For the purposes of Sections 24 and 25 of the Public Passenger Vehicle Act 1981 the Provider hereby authorises the College's authorised officers to act as an Inspector on any passenger carrying vehicle used by the Provider when in service under the Contract. These officers shall be permitted to board vehicles provided for the Services at a mutually agreed time, for the purpose of surveying passenger movements, the reliability or regularity and standard of service provided and where applicable to inspect passes or other records or equipment kept by the Provider's drivers or other staff to ensure compliance with this Specification.		
20	The provider shall allow the College's duly authorised representative to enter the Provider's premises at all reasonable agreed times for the purpose of inspecting the provider's maintenance facilities and the vehicles used in the provision of the Services.		
21	The Provider may be required to submit any vehicle used in the Contract for inspection at an appropriate place designated by the College, should the College have reasonable cause or concern to consider this action is necessary, where a full inspection to the Department of Transport annual test standard will be carried out at the Provider 's expense.		
22	Any vehicle found to have a defect which could affect the safety of passengers shall immediately be withdrawn from the College Service until such time as the defect has been		

	rectified, and the repair confirmed as complete by a College representative.		
23	The College accepts its responsibility to reduce the adverse and increase the beneficial environmental impacts that result from its activities and services. In order to help us work towards this responsibility the Provider is required to work with the College in working toward the provision of vehicles that comply with the Euro exhaust emission standards of no less than Euro 3 and the use of sustainable fuels, such as, bio diesel, LPG or electric fuel. The Provider will be asked to exhibit the appropriate documentation to the College as and when required.		
24	The Provider will make the College aware of any enforcement notices or prosecutions by the Environment Agency where they are relevant to the College and this Contract.		
25	The Provider shall at times and at his own expense provide and pay the wages of a competent driver or drivers holding the appropriate licences for each type of vehicle operated in accordance with the relevant, current legislation including the Road Traffic Acts, Transport Acts, Public Passenger Vehicles Act 1981 and any Regulations made thereunder.		
26	All drivers must behave in an appropriate manner treating learners with respect and taking into account their well-being and safety at all times. All forms of physical contact, and emotional attachment, are prohibited at all times. Failure to do this will render the Contract invalid.		

27	<p>The College can request that a driver or Escort be suspended from all College contracts if concerns are raised regarding their conduct, pending investigations. Where the College requires a driver or Escort to be suspended the Provider shall provide suitable replacements. The suspended driver or Escort may not be used until such time as agreed by the College and failure to comply with such conditions may result in termination of the Contract.</p>		
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28	<p>The Provider shall provide all staff with uniforms of a consistent design, quality and smartness to the satisfaction of the Provider and the College. Such clothing will be worn at all times whilst on duty The clothing shall bear visible and legible marking showing the official name of the Provider and the name of the individual wearing it.</p>		
29	<p>The Provider shall ensure satisfactory vetting of enhanced Disclosure Barring Service (DBS) for all drivers and that it complies with The Safeguarding Vulnerable Groups Act 2006 throughout the provision of the Services under this Contract.</p> <p>The Provider shall ensure that they comply with the College's policy related to safeguarding at all times. The College requires that the Provider takes a proactive approach to supporting the College's safeguarding processes by ensuring that the allocation of staff on the routes have undertaken Safeguarding training.</p> <p>The Provider shall notify the College of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Provider (or any employee of a sub-provider involved in the supply of the Services) will be immediately removed from providing service to the Contract.</p> <p>The Provider may be required to answer questions raised by the College on matters referred to in this clause and breach of any such obligations shall entitle the College to terminate the Contract with immediate effect.</p>		
30	<p>A strict no smoking policy for all Provider personnel and passengers shall be enforced for this Service.</p>		

31	Vehicles must be safely parked and engines shall be switched off while waiting at terminal points.		
32	Drivers shall not use a mobile telephone whilst the vehicle is moving, but shall first pull over to a suitable area and ensure the vehicle is safely parked before using such equipment.		
33	Passengers are not to be left unattended in a vehicle except in an extreme emergency, when the driver shall switch off the engine, apply the handbrake and hazard warning lights and remove the keys from the vehicle.		
34	Drivers shall ensure that vehicle doors remain locked between collection and drop off points.		
35	Passengers must embark and disembark from a safe position and the driver / conductor / escort shall ensure that passengers are not exposed to any hazards, including those posed by other road users, cyclists and pedestrians.		

36	<p>In the event of any passenger being taken ill during a journey the driver or escort shall follow any specific medical instructions available to them for that particular passenger, including any detailed in the Schedule of Passengers. The driver or escort shall administer First Aid to the passenger where possible and practical, and shall contact the emergency services where required. Instructions for reporting such incidents to the College are detailed below</p>		
37	<p>In the event of a learner being taken ill during a journey the driver / escort shall immediately contact the College and advise them of the situation.</p>		
38	<p>The College shall ask the driver / escort to confirm the name of the passenger, the symptoms experienced by the passenger and when they were first noticed, any action taken by the driver/escort in relation to medical instructions within the Schedule of Passengers, details of any First Aid provided, and whether or not the emergency services have been contacted.</p> <p>The College shall advise the driver / escort what further action should be taken.</p> <p>The College shall be responsible for contacting the passenger's parent or guardian and advising them of the situation.</p>		
39	<p>Any complaint made against the Service, a passenger or the Provider's personnel shall be thoroughly investigated jointly by the College and the Provider.</p>		

40	The Provider must inform the College immediately by telephone of any complaint made by a learner, College staff member or other passenger.		
41	A written report detailing the complaint, along with any complainant correspondence must also be submitted to the College by the Provider within 10 calendar days of the complaint being made.		
42	Any complaint made direct to the College will be forwarded to the Provider within 10 calendar days. The Provider shall meet with College officers, as soon as is practical, to discuss and resolve any complaint made.		
43	The Provider shall provide the College and its officers every assistance in dealing with passenger complaints, and shall take such remedial measures as may be agreed between both parties. All complaints made direct to the Provider shall be passed to the College		
44	The Provider or driver must inform the College immediately by telephone of any instances of misconduct or breach of safety requirements by any passenger on a College Service route, referencing the individual(s) concerned.		
45	A written report detailing the incident must also be submitted to the College by the Provider within 5 calendar days. The College will advise the Provider of the outcome of its investigation of the incident.		
46	The right of any learner or other person to be conveyed by the Provider shall be referred to the College, whose decision shall be final.		
47	The Provider or driver must inform the College immediately by telephone of any instances of a College		

	Service vehicle breakdown (including punctures) or any driver concerns regarding the safety of their vehicle.		
48	The Provider or driver must inform the College immediately by telephone of any instances where a College Service vehicle or a passenger is involved in an accident, regardless of fault or blame.		
49	A detailed written report of the incident must also be submitted to the College by the Provider within 5 calendar days, stating the circumstances of the accident, details of all vehicular damage, and any injuries sustained to individuals.		
50	The Provider shall also submit to the College details of any actions they have taken, including further training, to help prevent a reoccurrence.		
51	The College reserves the right to request that individual drivers are not permitted to drive College Service vehicles.		
52	The Provider shall notify the College immediately by telephone of any road traffic offence or other traffic incident involving any of its College Service drivers, regardless of the severity of the offence and the type of vehicle involved, and regardless of whether or not the incident occurred during the provision of the College Service.		
53	A detailed written report of the incident must also be submitted to the College by the Provider within 5 calendar days, stating the circumstances of the road traffic offence, and detailing any intended prosecution, penalties or fines imposed on the driver.		

54	<p>The Provider will ensure and maintain records to demonstrate that every member of staff is at all times properly and sufficiently trained and instructed with regard to:</p> <ul style="list-style-type: none"> (i) Induction training. (ii) The task or tasks that person has to perform. (iii) All relevant rules, policies procedures and standards relevant to the safe operation of a vehicle for the provision of a learner bus service. (iv) Working towards NVQ level II Customer service. (v) The level of competence achieved by each of his staff. (vi) All relevant rules, policies, procedures and standards of the College with which the Provider is to comply. vii) All relevant requirements of law, rules & procedures concerning Safeguarding and Health & Safety at Work 		
55	<p>Every learner/member of staff authorised to be carried will be issued by the College with a College bus pass indicating that the individual is entitled to travel on the service and it shall be the duty of the Provider to ensure that such badges are examined. The badges apply to a specific route specified in the Contract unless otherwise agreed by the Provider and the College to meet exceptional circumstances. The service is primarily for learner use; However potentially, staff may use it if space is available.</p> <p>The learners/staff shall be picked up and set down only at such places and within the range of times as specified or as from time to time may be modified in writing by the College.</p>		
	<p>TOTAL SCORE FROM 550</p>		

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DECLARATION

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability under this procurement, and I am signing on behalf of (Insert name of supplier).

I understand that the College may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I understand that the answers provided shall be contractually binding upon the performance of the service for the College. Finally, I also declare that there is no conflict of interest in relation to the College's requirement.

Signature

Print Name

Position

Special Terms & Conditions: Bus Service Provision

The following Special Conditions will apply to any Contract entered into with a Contractor pursuant to invitation to tender.

SPECIAL CONDITIONS OF CONTRACT

Appendix A

Please complete the acceptance / acknowledgement box for each special condition.

1 DEFINITION AND SCOPE

New College Doncaster is inviting tenders for the provision of Bus services for students as per the specification herein detailed.

The College expressly reserves the rights:

- (a) To terminate the procurement process at any time;
- (b) To make whatever changes in may see fit to the content and structure of the procurement;
- (c) To award a contract covering part only of the College's requirements;
- (d) To disqualify any organisation from the process that canvasses any employee of the College during the procurement process or standstill period if applicable;
- (e) Seek clarifications to tender responses where this approach is indicated in the tender pack on the basis that any clarification sought will not confer any undue competitive advantage in the favour of any supplier from whom such clarifications are being sought;
- (f) Where the College perceive that there is a conflict of interest, either personal or in consideration of any organisation bidding for the contract, the College shall have the explicit right to immediately exclude that person or organisation from the tender process entirely;
- (g) Where the College has engaged in any pre-market soft testing prior to the commencement of the procurement process, the College reserves the right to name any organisation that has been involved in these discussions and release any and all specifications / discussion documents to the market where appropriate to the subject matter of this procurement; and
- (h) In no circumstances will the College be liable for any costs incurred by candidates.

The "Tenderer" is the person, firm or company responding to this Invitation to Tender by submitting a Tender for the consideration of New College Doncaster. The successful Tenderer(s) will be required to work closely with the College to ensure the satisfactory management of any resulting contract.

Tenders must be valid for acceptance for a minimum of 90 days from the last date advised for submission. Tenderers confirm that their offer will allow for full project completion in accordance with agreed lead times

The "Supplier(s)" is/are the Tenderer(s) whose Tender is accepted in whole or in part by New College Doncaster and who undertakes to accept orders for goods or services within the terms of the Tender from New College Doncaster.

Statement of acceptance / acknowledgement

2 QUALITY OF GOODS / SERVICE

Quality of goods / service shall be fit for the purpose in compliance with applicable UK law and must meet the standards set out in the final agreed service contract throughout the life of the contract.

Statement of acceptance / acknowledgement

3 PRICING

Any tender offer will be at a fixed price that is contractually binding in accordance with the terms contained herein.

Statement of acceptance / acknowledgement

4 USE OF SUBCONTRACTORS

The names and addresses of any subcontractors the Tenderer proposes to employ throughout the contract term must be supplied with the Tender.

- a) Any change in ownership of The Contractor's company or business, or change of partners and in the case of a Company a change in shareholders that constitutes a substantial change in the ownership of the business, whether or not this involves change of name, must be notified by The Contractor to The College in writing fourteen days prior to such change occurring. Failure to do so may be regarded as a breach of Contract.
- b) **No part of this Contract shall be sub-contracted, transferred or assigned to a third party without the express written agreement of the College.**
- c) In the event of an emergency the Contractor may arrange for temporary sub-contracting, providing the drivers and conductors have recently passed an enhanced CRB check, and that all legal requirements are in place. The Contractor must notify the College prior to its intention to sub-contract. In such circumstances the College will decide whether to permit the emergency sub-contracting, and the continuance of the temporary emergency arrangements, or the College shall arrange suitable provision itself. Failure by the Contractor to comply with this condition will allow the College to terminate the Contract immediately and without warning.

Statement of acceptance / acknowledgement

5 LIABILITY INSURANCES

It is a requirement of New College Doncaster that any Tenderer submitting a tender for this contract will have in place both Employer and Public Liability Insurance to a minimum value of £5,000,000 per claim and that copies of certificates will be provided with this submission.

Statement of acceptance / acknowledgement

6 HEALTH & SAFETY

- a) The Contractor will be responsible for the health & safety of his staff and must ensure that they are competent to perform the Services specified / required.
- b) The Contractor shall ensure that all personnel have received sufficient training in all areas of Health and Safety relating to the delivery of this Contract, and that they carry out their duties in compliance with all such Regulations.
- c) All Contractor personnel shall undertake tasks in a way which complies with the Contractor's Health and Safety policy, safe systems of work, risk assessments and any other legislative requirements.
- d) The Contractor shall make all Health and Safety documents available to the College upon request
- e) All Service personnel shall observe the correct procedures for the lifting, handling and movement of passengers, equipment and luggage, in accordance with the Manual Handling Operations Regulations 1992.
- f) The Contractor shall have procedures in place for the reporting and investigation of injuries and accidents, which shall satisfy the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
- g) The Contractor must investigate all incidents & accidents that occur and provide a full report to the College immediately of the accident or incident, and all preventative measures that will be taken to prevent a recurrence.
- h) The Contractor will make the College aware of any incidents and accidents notified to the Health and Safety Executive; or any civil, statutory or industrial tribunals relating to Health and Safety matters; or improvement / prohibition notices or prosecutions served on the Contractor by the Health and Safety Executive or Local Authority, in each case whether or not they relate to the provision of the Services.
- i) The Contractor must ensure that his staff observe all relevant statutory requirements and the policy statements of the College.

- j) The Contractor will maintain membership of regulatory or trade bodies relating to Health & Safety throughout the term of the Contract.
- k) The Contractor will employ a suitably qualified Health and Safety advisor who is aware of and responsible for compliance with current legislation.

Statement of acceptance / acknowledgement

7 CONDITIONS OF CONTRACT

These Special Conditions of Contract will apply to this contract.

Statement of acceptance / acknowledgement

8 AWARD OF CONTRACT

New College Doncaster intends to notify the successful tenderer (s) as soon as possible of the outcome of the tender and in sufficient time for the contract to be completed by (date to be notified) Prospective Tenderers must be able to accommodate the smooth operation of this contract from the start date. There will be a standstill period allocated to this contract award.

Statement of acceptance / acknowledgement

9 CONFIDENTIALITY AND FREEDOM OF INFORMATION

Confidentiality

Subject to the exceptions referred to below, the information in this Invitation to Tender and information provided thereafter in connection with this procurement is being made available by New College Doncaster on condition that:

Tenderers shall at all times treat the Invitation to Tender and any information disclosed during this procurement process ("Information") as confidential at all times, unless it is already in the public domain;

Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any third party outside the Tenderers' company save for professional advisors;

Tenderers shall not use the Information for any purpose other than for the purposes of making and/or deciding whether to submit a Tender; and

Tenderers shall procure that its directors, officers, employees, agents and advisors who receive any of the Information are made aware of and comply with the provisions of this paragraph 9. as if they were a Tenderer.

Tenderers may disclose, distribute or pass any of the Information to its advisers, subcontractors or to another person provided that:

- a) it is done for the sole purpose of enabling it to submit a Tender and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms imposed by this Invitation to Tender; or
- b) it obtains New College Doncaster prior written consent in relation to such disclosure, distribution or passing of Information; or
- c) the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement; or
- d) the Tenderer is legally required to make such a disclosure.

New College Doncaster may disclose information relating to Tenders and may make key procurement documents available for private inspection to its directors, officers, employees, agents or advisors. New College Doncaster also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderers' specifically stated commercial confidence in its Tender. New College Doncaster will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer.

Freedom of Information

New College Doncaster is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). As part of its duties under the FOIA and EIR, New College Doncaster may disclose information, forming part of Tenders or other information to anyone who makes a request for information under the FOIA and the EIR. Tenderers should note that the information disclosed in response to a FOIA or EIR request may include, but is not limited to, the disclosure of Tenders (including any attachments or embedded documents) and/or any score or details of the evaluation of a Tender.

If a Tenderer considers any part of its Tender or any other information it submits to be confidential or commercially sensitive, the Tenderer should:

- a) clearly identify such information as confidential or commercially sensitive;
- b) explain the potential implications of disclosure of such information; and
- c) provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.

If a Tenderer identifies that part of its Tender or other information it submits is confidential or commercially sensitive, New College Doncaster will consider withholding it from publication. Tenderers should note that, even where information is identified as confidential or commercially sensitive, New College Doncaster may be required to disclose such information in accordance with the FOIA or the EIR.

New College Doncaster is required to form an independent judgement upon whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. New College Doncaster cannot guarantee that any information indicated as being “confidential” or “commercially sensitive” by a Tenderer will be withheld from publication.

Statement of acceptance / acknowledgement

10 PRE-QUALIFICATION

Where a supplier has self-certified their organisation as part of the Pre-qualification process in accordance with Public Contracts Regulations 2015 (56-64) and that self-certification is found to be incorrect at the point of verification by the College prior to contract award, then that supplier will be immediately excluded from the procurement process and the contract will be awarded to the next ranked supplier following evaluation.

Where a supplier has self-certified their organisation within Public Contracts Regulations 2015 (57) and such declaration is subsequently found to be false, the College reserves the right to instigate legal action as to costs incurred during the tender process in assessing the bid from that supplier

11 TERMINATION & EXTENSION

The Contract shall remain in force for a period as specified but may be terminated by the College immediately for poor performance that has not or cannot be resolved within 28 days of notification to the Contractor.

The College reserves the right to extend or renew the Contract beyond the date given and in such circumstances the College MAY consider a revised price for the extension or continuation of the Contract. The maximum extension shall be two years.

Statement of acceptance / acknowledgement

12. WARRANTIES AND DEFAULT

- a) The Contractor warrants the College that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the College to expect in all the circumstances.
- b) The Contractor agrees that all vehicles used under contract shall not, while it is being used in connection with the Contract, carry or pick-up, whether for hire or reward, any person or goods other than those carried in fulfilment of the Contractor’s obligations under the Contract, unless otherwise agreed in writing by the College.
- c) If the Contractor fails to comply with any terms of the Contract, either in relation to provision of the Services or otherwise, the College shall be entitled (whether or not the

Services or any part thereof have been accepted by the College) to avail itself of any of the following remedies at the College's discretion:

- (i) Rescind the Contract; or
- (ii) give the Contractor the opportunity to carry out remedial work in respect of the Services at the Contractor's expense so that they comply with the terms of the Contract; or
- (iii) refuse to accept any further performance of the Services without any liability to the Contractor; or
- (iv) carry out at the Contractor's expense such work as may be necessary to make the Services comply with the Contract; or
- (v) claim such damages, costs and expenses as the College may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law.

These rights shall be in addition to and without prejudice to any other rights the College may have.

Statement of acceptance / acknowledgement

13 NON PERFORMANCE

- a) If the Contractor omits or fails to perform any identifiable part of this Specification the College may assess the cost of remedying the omission of failure and have the right to deduct from any payment due to the Contractor under the terms of the Contract that assessed cost, or to seek liquidated damages, unless it can be demonstrated to the satisfaction of the College that such failure is wholly as a result of events over which the Contractor had no control.
- a) The Contractor shall report any accident, breakdown, non-maintenance of the timetable or any other failure or delay in operating the service to the College immediately it occurs. In these circumstances the College shall be at liberty to contract for the provision of other vehicles as may be necessary. Any costs, charges and expenses incurred by the College shall be deemed a debt due from the Contractor to the College and shall be recoverable accordingly.

Statement of acceptance / acknowledgement

14 SUBSTITUTION

- a) If the Contractor fails to observe or perform any of the terms or conditions of the Contract to the satisfaction of the College or if the Contract is terminated or suspended by the College, the College may engage another person or persons to perform any

part or all of the Contractor's obligation under the Contract and the Contractor will not be paid the sums due. If the College is required to pay to that person or those persons a sum of money greater than that due to the Contractor the excess may be recovered by the College from the Contractor as a debt. The College may deduct from any monies for the time being owing by the College to the Contractor under the Contract or any other contract between the Contractor and the College the amount due including that excess or any part thereof.

- b) On any day on which the Contractor fails by reason of any cause to provide the Services in whole or in part as specified in the Contract no payment shall be made to the Contractor of any monies due.

Statement of acceptance / acknowledgement

15 ARBITRATION

- a) In the event of any dispute arising from or in connection with the Contract which cannot be settled by negotiations between the Contractor and the College then reference shall be made to the arbitration of a single arbitrator in accordance with the terms of the Arbitration Acts.

Statement of acceptance / acknowledgement

16 SERIOUS BREACH OF CONTRACT

- a) Where the Contractor is in breach of any of the terms, conditions or specifications contained in the Tender or these special conditions of contract or the general conditions of contract, then notwithstanding any other provisions of the Contract, if the College considers the breach to be of such a serious nature that the Contract can no longer be permitted to continue then it may terminate or suspend the Contract immediately and without prejudice to its right at common law to seek liquidated damages.

Statement of acceptance / acknowledgement

17 INDEMNITY

- a) Except insofar as such loss, damage or injury shall have been caused by negligence on the part of the College, its servants or its agents:
 - (i) The Contractor shall at its sole cost and expense indemnify, protect, defend and hold The College harmless from and against any and all claims, demands, losses, costs, expenses, obligations, disbursements, liabilities and damages of any kind or nature whatsoever which may be imposed upon, incurred by or

asserted or awarded against The College, which arises from or are as a result of the Contractor's actions and/or omissions in relation to this Contract or any breach of this Contract by the Contractor.

- (ii) In the event The College incurs any expense in carrying out any work that The Contractor is obliged to carry out under The Contract due to any cause whatsoever, The Contractor shall fully indemnify The College against such expenses incurred, including any costs arising from the need to arrange replacement services.
- (iii) The Contractor shall be responsible for and shall indemnify The College against all liability for damage or personal injury or death arising out of or in connection with the performance of this Contract.
- (iv) Without prejudice to the generality of the foregoing The Contractor shall indemnify The College against any loss, claims, or proceedings arising out of The Contractor's ownership and/or operation of the vehicle(s).
- (v) The Contractor shall bear the responsibility and any additional cost incurred as a result of future changes to vehicle legislation, for example regarding exhaust emissions.

Statement of acceptance / acknowledgement

18 LIABILITY

- a) The Contractor shall be solely liable for and shall indemnify the College against any liability or loss claim or proceedings whatsoever arising out of the negligence of the Contractor or its servants or agents:
 - i. under any statute or at common law in respect of personal injury to or the death of any person whomsoever or (ii) in respect of any injury or damage whatsoever to or loss of any property real or personal (including injury or damage to and loss of property being conveyed in the vehicle and the property of the College) or
 - ii. in respect of any damage to the hired vehicle (including damage howsoever caused thereto by persons being conveyed therein).

Statement of acceptance / acknowledgement

19 REVISIONS TO THE SERVICE

- a) If at any time during the period of the Contract the number of passengers to be carried varies in any respect such that in the opinion of the College it is possible to either carry those passengers in a vehicle smaller than that provided under the Contract or that is necessary to provide a larger or additional vehicle or that a route needs to be amended or cancelled, then the College shall serve not less than 30 days' notice on the Contractor specifying such amended provisions as the College deems necessary

and requiring the Contractor to submit revised rates for that amended provision. If the Contractor declines or fails to submit revised rates or the rates are unacceptable then the College may terminate the Contract or that part of the Contract by 30 days' notice in writing.

- b) If at any time during the period of the Contract the College requires a modification to be made to the route followed or to the service provided, the route will be so modified without adjustment to the contract price so long as such modification amounts to less than a total of 5% of the total daily mileage. Should any required variation result in mileage increasing in excess of 5% of the total daily mileage the College will require the Contractor to submit revised rates for the Contract. The College will reserve the right to cancel the Contract and seek tenders if it feels that the said rates are uncompetitive.
- c) The terms and conditions of this Contract also apply to any additional routes whether of a temporary or permanent nature.
- d) The College may at any time by notice to the Contractor cancel the Services to be provided under the Contract for any day specified in such notice. The College will pay to the Contractor the agreed sum for any previously agreed day on which the transport is not required and for which less than twenty four hours notice of cancellation was given. In the event of a period of notice of twenty four hours or longer being given by the College to the Contractor no payment shall be made for the period of the cancellation.

Statement of acceptance / acknowledgement

20 IMAGE & MARKETING

- a) The Contractor agrees to assist the College by ensuring that all marketing materials in connection with this service reflect the Colleges attainment of being an Outstanding College. All branding, imagery and design concepts will be provided by the College's in-house design team to sit within the corporate brand identity and campaign design concepts.
- b) The Contractor agrees to allow the College to maximise marketing opportunities through making available the advertising panels on the sides, rear and inners of all vehicles assigned specifically to the College. The use of such advertising space will not incur additional charges from the Contractor or any third party. All marketing materials to displayed on the advertising panels will be provided by the College in agreement with the Contractor.

Statement of acceptance / acknowledgement

21 PATENTS, LOGOS AND TRADEMARKS

- a) It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by the College, the Contractor will not infringe any

patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party, and the Contractor shall indemnify the College against all actions, claims, demands, costs and expenses which the College may suffer or incur as a result of or in connection with any breach of this Condition.

- b) All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials furnished to or made available to the Contractor by the College are hereby assigned to and shall vest in the College absolutely.
- c) The provisions of this Condition shall apply during the continuance of the Contract and after its termination howsoever arising.

Statement of acceptance / acknowledgement

22 PUBLICITY AND CONFIDENTIALITY

- a) The Contractor shall at all times endeavour to act in the best interests of the College under a duty of trust and confidence.
- b) The Contractor and the College shall not, without prior written permission, use any confidential information for any purpose other than is necessary for the performance of its obligations under the Contract, nor make use of any information contained in any material prepared or provided by the College or the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.
- c) The Contractor shall not refer to the College or the Contract nor use the College logo or other identifier in any advertisement or other public announcement without the College's prior written consent. This does not preclude the Contractor from issuing publicity approved in advance by the College.
- d) The Contract is subject to the Freedom of Information Act 2000.

Statement of acceptance / acknowledgement

23 FREE-ISSUE MATERIALS

- a) Where the College for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of the College. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify the College of any surplus materials remaining after completion of the Services and shall dispose of them as the College may direct. Waste of such materials arising from bad management or negligence of the Contractor or any of his servants' agents or sub-contractors shall be made good at the Contractor's expense.

Statement of acceptance / acknowledgement

24 PURCHASE ORDER

- a) A Purchase Order raised electronically or in writing by the College constitutes an Offer on the part of the College to acquire the Services subject to these Conditions which must be accepted either in writing by the Contractor or by the actual execution of the Purchase Order.
- b) Acceptance of the Purchase Order will be deemed to bind the Contractor to these Conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith. The Contractor's Conditions of Sale do not form any part of the Contract whatsoever.
- c) The Contractor is deemed to have understood the nature and extent of the Services and to have visited the Premises and shall make no claim founded on his failure to do so. The College shall not be liable for any Order unless it is issued or confirmed on its Purchase Order or other official document and signed by an authorised officer of the College.

Statement of acceptance / acknowledgement

25 CONTRACT PRICE

- a) Except where expressly stated otherwise in these Special Conditions or the College's Standard Terms & Conditions, the only charges to be paid by the College shall be the Contractor's prices as set out in the Tender Submission Document, which shall include all costs, in sterling, incurred by the Contractor in the performance of its obligations to the College, but shall be exclusive of VAT.
- b) If the College suspects that the Contractor has, at any time throughout the course of the Contract, made an error in the pricing of his Tender, the College reserves the right to seek such clarification as it considers necessary from that Contractor only.
- c) All route pricing must relate only to the distance travelled between the initial collection point and the final destination, including the same for any return journeys. Transportation of Contractor personnel and the vehicles to or from collection and destination points will be at the expense of the Contractor.
- d) Contractor tendered prices shall be fixed for the contract period as per the tender offer from the commencement of the Services.

Statement of acceptance / acknowledgement

26. INVOICING AND PAYMENT

- a) Invoices should be submitted after the end of the month for which Services have just been provided.
- b) To prevent delays in payment invoices should quote the Purchase Order number along with any relevant booking reference numbers, and should be submitted with signed journey receipts attached (where applicable). Value Added Tax (where applicable), shall be shown separately on all invoices as a strictly net extra charge.
- c) The College will pay the Contractor in accordance with the agreed Contract rates or as modified from time to time as provided for in the Contract.
- d) If there is a variation in the service provided the due payment amount will be adjusted in agreement between the College and the Contractor, in such circumstances the Contractor shall either raise credit notes to validate these adjustments, or clearly indicate such adjustments on its Invoices.
- e) Whenever under the Contract any sum of money shall be recoverable from, or payable by, the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this Contract or under any other contract with the College.
- f) The College payment terms are 30 days end of month following that in which the goods are received or the service completed, providing that the Goods / Services are to the agreed specification and the Invoice is correctly presented, including detailing the official college purchase order number.
- g) The College will seek to encourage genuine early settlement discounts offered by the Contractor.
- h) These Payment Terms shall not be varied without the express written authority of a Director or Senior Officer of the College.

Statement of acceptance / acknowledgement

THIS CERTIFICATE MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID

DECLARATION OF BONA FIDE BID

1. We certify that this is a bona fide bid, and that we have not fixed or adjusted the amount of the bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this bid any of the following acts:
 - a) communicate to a person other than the person calling for those bids the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid.
 - b) enter into any agreement or arrangement with any other person that they shall refrain from bidding or as to the amount of any bid to be submitted.
 - c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other bidder or proposed bidder for the said work any act or thing of the sort described above.
2. We further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associate companies providing services or materials connected with the bid, and any contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word "person" includes any persons and anybody or association, corporate or otherwise; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.
4. I confirm that I accept any breach of the conditions of this Declaration of Bona Fide Bid will inevitably lead to the rescission of the agreement by Bishop Burton College

Date: _____

Signature: _____ Print Full Name: _____

In the capacity of: _____

(Please state official position, eg. Director, Sales Manager, etc.) being a person duly authorised to sign tenders on behalf of:

Company Name: _____

Address: _____

Post Code: _____

THIS DECLARATION MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID

FORM OF BID

To: New College Doncaster

Dear Sirs

1. I/we have read the information provided in your tender documentation and, subject to and upon the terms and conditions of contract contained therein, I/we offer to supply the goods / services described in the said documents in such manner as may be required.
2. Terms and Conditions: I/we agree that this tender and any contract which may result therefrom shall be based upon Bishop Burton College Special Terms & Conditions included in the Pack.
3. The prices quoted in this document are valid for acceptance for 90 days from the final day for submission of bids and I/we confirm that the terms of the bid will remain binding upon me/us and may be accepted by you at any time before that date.
4. I/we note that the contract shall be valid upon acceptance and signature by both parties of the tender provided.
5. Law: I/we agree that the construction, validity, performance and execution of any contract that may result from this bid shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
6. I/we agree to bear all costs incurred by me/us in connection with the preparation and submission of this bid and to bear any further costs incurred by me/us prior to the award of any contract.
7. I/we agree that any other terms or conditions of the agreement or any general reservation which may be printed on any correspondence emanating from me/us in connection with this bid, shall not be applicable to this Contract.

Date: _____

Signature: _____ Print Full Name: _____

In the capacity of: _____

(Please state official position, eg. Director, Sales Manager, etc.) being a person duly authorised to sign bids on behalf of:

Company Name: _____

Address: _____

Post Code: _____