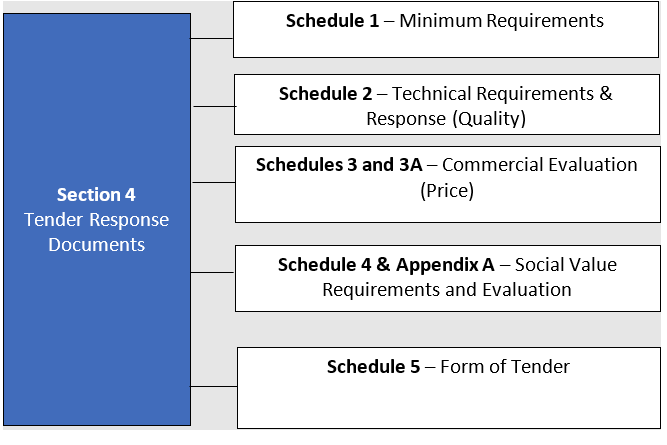
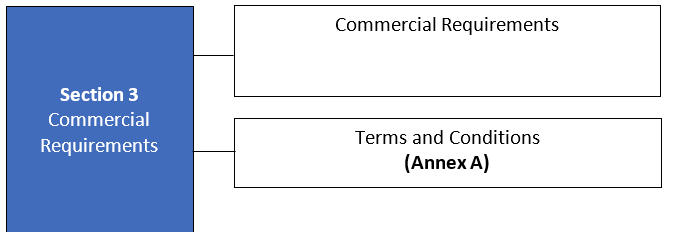
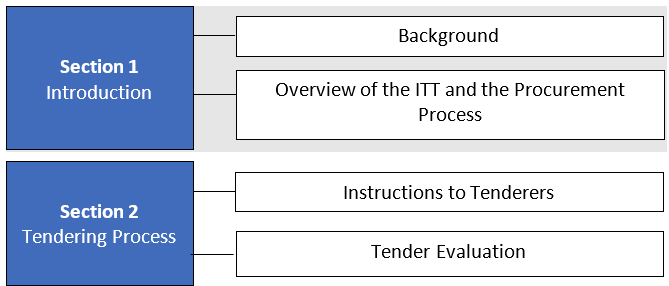
Invitation to Tender (ITT) Open Procedure for:

The Provision of Electronic Driver Standards Monitoring System

## The Chest Ref: **DN647026**

Required Response Date: 13th February 2023 12 **Noon**

**STRUCTURE OF THE INVITATION TO TENDER DOCUMENT**



SECTION 1 - BACKGROUND AND INTRODUCTION

1. Background
   1. This document is issued by Transport for Greater Manchester on behalf of Greater Manchester Combined Authority and contains public sector information licensed under the Open Government License version 3.0.
   2. References to GMCA and/or TfGM: The use of Greater Manchester Combined Authority ("GMCA") and/or Transport for Greater Manchester ("TfGM") throughout this ITT will refer to both bodies, even if it is not explicitly stated.
   3. Other relevant documents: Tenderers are advised that unrestricted and full direct access free of charge to the following procurement documents is available via <https://procontract.due-north.com/>
   4. **Greater Manchester Current Situation** 
      1. The Bee Network is Greater Manchester’s vision for an integrated London-style transport system which will join together buses, trams, rail as well as cycling and walking.
      2. Greater Manchester is on a journey to deliver the Bee Network which includes integrating our buses and trams by 2025 and our commuter trains by 2030.
      3. A journey to a network which is simple and easy to use, which supports seamless end-to-end journeys by foot, bike and public transport with London-level fares, a daily cap and single ticket, no matter how many times or how the journey is made.
      4. A journey to a system which is accessible to all, owned by, run for and accountable to Greater Manchester, with audio visual announcements on all services, real-time information, level access at stops, stations and interchanges, all under a single identifiable and respected brand.
      5. A journey which connects our people, our neighbourhoods, our towns and cities and which helps people to travel sustainably to home, to school, to work and the many leisure and cultural destinations GM has to offer.
      6. A journey to improve our health, our air quality and to help us achieve our commitment for GM to be net zero by 2038, one which offers an attractive alternative to the car with an ambition for a fully electric system by the end of the decade.
      7. The Bee Network will help people to get around by providing a real alternative to cars, and buses will play a key part in the network - accounting for around 75% of all public transport journeys in Greater Manchester.
   5. **Greater Manchester Bus Operation**
      1. Greater Manchester is on a journey to change the way that buses are run.
      2. Buses are being brought under local control and will be run by TfGM, on behalf of GMCA, the biggest change to public transport in the city-region in over 30 years.
      3. By bringing them under local control, it means that buses will be run for you, the passenger, as part of an integrated public transport network; allowing people to change easily between different modes of transport; with simple, affordable price-capped tickets.
      4. Buses in Greater Manchester are going to be run under a system called franchising. Under franchising, GMCA will coordinate the bus network and contract bus companies to run the services. This will enable GMCA to develop an integrated, multimodal public transport network that can meet the demands of both passengers and the city-region's economy.
      5. Buses are absolutely central to our Bee Network vision and the decision to franchise them marks the biggest change to public transport in GM in over 30 years - unlocking our ability to connect communities with essential services, jobs, homes and opportunities.
      6. We have already seen how buses can unlock communities through the success of the Our Pass scheme. This game changing initiative has opened up GM for our young people – with more than 14.5 million journeys on buses since it launched and around 45,000 current members.
      7. We have set out how we plan to improve our buses in our Bus Service Improvement Plan (BSIP) and want to see a modern, low-emission, accessible bus system in place for everyone. The wide-ranging plans, based on customer research, will make journeys by bus quicker, cheaper, greener, more reliable, more accessible and more attractive.
2. Overview of the Invitation to Tender (ITT) and the Procurement Process

**Introduction**

* 1. GMCA and TfGM is looking to establish a contract for Driver Standards Monitoring device and back-office data collection and sharing solution
  2. **The DSM system will include the following:**

The ability to monitor driver standards relating to:

* Acceleration
* Braking
* Speeding
* Cornering (G-force)
* Idling time

**The DSM system required shall also need to include the following:**

* A RAG scoring system for each of the above factors, such that driver standards can be categorised as Green, Amber or Red.
* An in-cab monitor based on the RAG scoring system, thereby enabling the driver to view their performance in real-time.
* The ability to provide the driver with a report at the end of his/her shift showing the RAG ratings for each of the 5 factors detailed in point 1 of this list, along with an overarching RAG rating of Green, Amber, or Red.
* The ability to record the GPS position of the bus, along with the ability to associate the GPS co-ordinates with each of the 5 factors.
* The ability to provide a means of sharing real-time data collected on the bus to a central system as per details below.

**Central system:**

* A central system capable of storing information relating to all buses and drivers within the bus franchise fleet.
* A central system capable of storing the information for a minimum of 24 months.
* A central system capable of providing a dashboard showing real-time and historic views on each of the 5 factors.
* A central system capable of identifying hotspots for each of the 5 factors.
* For each of the 5 factors, the supplier shall provide TfGM with the precise definition of the scoring mechanisms.
* The ability for each operator to view data relating to that franchisee (and only data relating to that franchisee).
* The ability for TfGM to view data relating to all franchisees.

**Reporting:**

* A single combined score, for each of the 5 factors, for each franchise during each TfGM reporting period.
* A detailed explanation of how the single combined score is arrived at. The explanation will include the values attached to any weightings given to each of the 5 factors.
* A single score for each of the 5 factors for each franchise and each route during each TfGM reporting period.
* The ability to report on the 5 factors by date, time, time period, franchise, depot, bus driver ID, location, and route.
* The ability for each operator to report on data relating to that franchise (and only data relating to that franchise).
* The ability for TfGM to report on the data of each franchise, multiple franchises, and multiple routes.
* The ability to report on on-bus device availability for each franchise, for all buses in the TfGM fleet, and for central system availability during each TfGM reporting period.
* The ability for all reports to be exported in all of the following formats: CSV, Excel spreadsheets, XML, and for ad-hoc reports to be produced by TfGM.
* On-bus equipment will have an availability of no less the 99.5%.
* Suppliers will state the *Mean Time Between Failure* (MTBF) of the on-bus device
* The availability of the 5 factors in the central system shall be no less than 99.5%.
* The ability to monitor the correct working (i.e., availability) of each on-bus unit and to indicate when a unit is now working correctly.
* On-bus equipment will be maintained in correct working order, providing correct measurements of the 5 factors.
  1. **Invitation to Tender (ITT)**
     1. TfGM issuing on its own behalf and on behalf of GMCA, it is in accordance with the Public Contracts Regulations 2015 (the "Regulations") as amended by The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020 and any subsequent amendments. More specifically, GMCA and TFGM are undertaking this procurement activity in accordance with Regulation 27 (Open Procedure) of the Regulations and will be solely evaluating tender responses in accordance with the evaluation criteria prescribed in Section 2 of this ITT document. All Tenderers who have expressed an interest in this opportunity via the e-tendering portal Pro-Contract (“Pro-Contract”) will be issued with this ITT.
  2. **Tender Compliance**
     1. Prior to commencing formal evaluation, tenders will be checked to ensure they are fully compliant with the requirements of the ITT. Non-compliant tenders may be rejected by GMCA and TfGM. Tenders which are deemed by GMCA and TfGM to be fully compliant will proceed to full evaluation, the criteria and weightings for which are detailed in the matrix set out at paragraph 4.5.1.
     2. Following evaluation of the compliant tenders, internal approval of the decision and adherence to the statutory standstill period, TfGM intends to invite the successful Tenderer to enter into a contract with GMCA and TfGM.
  3. **Social Value**
     1. As outlined above, GMCA and TfGM’s vision is for Greater Manchester to have world class connections that support long-term, sustainable economic growth and access to opportunities for all. To deliver this, GMCA and TfGM is committed to maximising social, environmental, and economic value across Greater Manchester in its activity, including through procurement and its supply chains.
     2. It is GMCA and TfGM’s policy to work to the Greater Manchester Social Value Framework 2022 and engage with Tenderers who embed social value activities into the operating model of their business.

Further information regarding the GM Social Value Framework can be found at: [GMCA Social Value Framework](https://www.greatermanchester-ca.gov.uk/what-we-do/economy/social-value-can-make-greater-manchester-a-better-place/)

* + 1. TfGM intend to utilise the Social Value Portal to capture and evaluate social value responses.
    2. As per this ITT and the SQ, TfGM intend to work with Tenderers that include social value at the heart of their business, and work in line with the GMCA Social Value Framework, which provides Tenderers with information on interventions they can take to consider social value:

<https://www.greatermanchester-ca.gov.uk/what-we-do/economy/social-value-can-make-greater-manchester-a-better-place>

Tenderers upon submission of this tender will need to visit the below hyperlink to upload and respond to the social value requirements as per the requirement for this tender submission.

[https://socialvalueportal.force.com/s/supplierregistration?svpprojectid=8e0-0000-1GChM](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsocialvalueportal.force.com%2Fs%2Fsupplierregistration%3Fsvpprojectid%3D8e0-0000-1GChM&data=05%7C01%7Csimon.jackson-brown%40tfgm.com%7Ce4306130ccbe4bf0709508dad8f930de%7C3b120540dd5f47a8b26adef83679e8a0%7C0%7C0%7C638060862360047546%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000%7C%7C%7C&sdata=rky9gPMhqyDK9XKMWlxR9vKpuY3i3UF0gqt4TakGGBo%3D&reserved=0)

Information and instruction to Tenderers on how to submit a response to the Social Value element of this Invitation to Tender can be found in Appendix 1.

1. Instructions to Tenderers
   1. **General**
      1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. Therefore, it is important that requested information is provided in the format and order specified.
      2. Tenderers should read these instructions carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender may result in the rejection of the tender. Therefore, Tenderers are advised to fully acquaint themselves with the extent and nature of the services and contractual obligations. These instructions constitute the conditions of tender. Participation in the tender process automatically signals that the Tenderers accepts these conditions of participation.
      3. All material issued in connection with this procurement exercise shall remain the property of TfGM and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to TfGM or securely destroyed by the Tenderer (at TfGM's option) at the conclusion of the procurement exercise.
      4. The Tenderer shall ensure that each or any adviser abides by the terms of these instructions and the conditions of tender.
      5. During the period of this procurement exercise, unless instructed otherwise by TfGM, the Tenderer shall not make contact with any employee, agent or consultant of TfGM and GMCA who is in any way connected with this process. All communications from Tenderers (including their consultants and advisers) must instead be directed to the designated TfGM contact: Simon Jackson-Brown via the Pro-Contract messaging function.
      6. TfGM shall not be committed to any course of action as a result of:
   2. Issuing this ITT or any invitation to participate in this procurement exercise;
   3. Communicating with a Tenderer or its representatives or agents in respect of this procurement exercise; or
   4. Any other communication between GMCA and TfGM (whether directly or by its agents or representatives) and any other party.
      1. Tenderers shall accept and acknowledge that by issuing this ITT GMCA and TfGM shall not be bound to accept any tender and reserves the right not to conclude a contract for some or all the goods and services for which tenders are invited.
      2. TfGM reserves the right to amend, add to, or withdraw all or any part of this ITT at any time during the procurement exercise.
   5. **Confidentiality**
      1. Subject to the stated exceptions, the contents of this ITT are being made available by TfGM on condition that:
   6. Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
   7. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
   8. Tenderers shall not use any of the Information for any purpose other than for the submission (or deciding whether to submit) a tender; and
   9. Tenderers shall not undertake any publicity activity (related to this requirement) with any section of the media.
      1. Tenderers may disclose, distribute or pass any of the Information to the Tenderers' advisers or to another person provided that either:
2. this is done for the sole purpose of enabling a tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer.
3. the Tenderer obtains the prior written consent of TfGM in relation to such disclosure, distribution or passing of Information.
4. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
5. the Tenderer is legally required to make such a disclosure.
   * 1. In the paragraphs above, the definition of 'Tenderer' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
     2. TfGM may disclose detailed information relating to tenders to its officers, employees, agents or advisers and TfGM may make any of the contract documents available for private inspection by its officers, employees, agents, or advisers. TfGM 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 each Tenderer's commercial confidentiality in relation to its tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained below).
   1. **Freedom of Information and Environmental Information**
      1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), including any subsequent amendments, and the Environmental Information Regulations 2004 (the "EIR") including any subsequent amendments, all information submitted to GMCA and TfGM by the Tenderer may need to be disclosed in response to a request under the FoIA of EIR. Moreover, GMCA and TfGM may also decide to include certain information in the 'Publication Scheme' which it maintains under the afore mentioned legislation.
      2. If a Tenderer considers that any of the information included in their submission is commercially sensitive, then the Tenderer should:
6. clearly identify such information.
7. explain the potential implications of disclosure of such information; and
8. provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
   * 1. Please note that it is not sufficient for a Tenderer to include a statement that ALL of the information submitted is commercially sensitive or confidential. Furthermore, Tenderers should be aware that GMCA and TfGM may still be required to disclose this information under the legislation if a request is received. Accordingly, GMCA and TfGM cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed.
     2. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to TfGM and the Tenderer should not attempt to answer the request without first consulting with TfGM.

* 1. **Canvassing**
     1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of GMCA and TfGM or its members concerning the establishment of the contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, tender or proposed tender will be disqualified.
  2. **Disclaimers**
     1. Any Tenderer considering making a decision to enter into a contractual relationship with GMCA and TfGM following receipt of the ITT should make their own investigations and their own independent assessment of GMCA and TfGM and such other bodies and its requirements for the goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt, the provision of clarification or further information in relation to the ITT is only authorised to be provided following a query made in accordance with these instructions to tender.
  3. **Collusive Behaviour**
     1. Tenderers are required to highlight any conflict of interest or potential conflict of interest that could arise if they were to be awarded this contract. Tenderers must also highlight any conflicts that may exist in companies affiliated with the Tenderers.
     2. Any Tenderer who:

1. fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other party.
2. communicates to any party other than GMCA and TfGM the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security);
3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender.
4. enters into any agreement or arrangement with any other party as to the amount of any tender submitted; or
5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, shall (without prejudice to any other civil remedies available to GMCA and TfGM and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.
   1. **Inducement or Incentive**
      1. This ITT is issued on the basis that nothing contained therein shall constitute an inducement or incentive or shall have in any other way persuaded a Tenderer to submit a tender or enter into a contractual agreement.
   2. **Tender Validity**
      1. The tender should remain open for acceptance for a period of six (6) months from the tender response date. A tender valid for a shorter period may be rejected.
   3. **Timescales**
      1. The proposed procurement timetable is set out below. This is intended as a guide and whilst GMCA and TfGM does not intend to depart from the timetable or noted stages it reserves the right to do so at any point.

|  |  |  |
| --- | --- | --- |
| **DATE** | **STAGE** |  |
| 06-01-2023 | Issue FTS Notice/ITT pack |  |
| 01-02-2023 | Deadline for receipt of Clarification Questions |  |
| 06-02-2023 | Deadline for TfGM responses to Clarification Questions |  |
| 13-02-2023 | Deadline for receipt of ITT submissions |  |
| 13-03-2023 | TfGM evaluation, moderation meeting, preferred Tenderer identified |  |
| 13-03-2023 | Internal recommendation for award |  |
| 14-03-2023 | Standstill period (10 days) Starts |  |
| 24-03-2023 | Standstill period (10 days) Ends |  |
| 03-04-2023 | Contract award |  |

* 1. **Preparation of Tender**
     1. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will GMCA and TfGM, or any of its advisers, be liable for any costs or expenses borne by Tenderers or their advisers in this process.
     2. Tenderers are requested to complete and provide all information required by GMCA and TfGM in accordance with the ITT. Failure to comply with the ITT may lead GMCA and TfGM to reject a tender.
     3. GMCA and TfGM relies on Tenderers’ own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
     4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as appropriate, regarding their services and their tenders, without reliance upon any opinion or other information provided by GMCA and TfGM or its advisers and representatives. Tenderers should promptly notify of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
  2. **Queries Relating to Tender**
     1. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with the instructions below.
     2. GMCA and TfGM will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
     3. Clarification requests can be submitted via Pro-Contract to the designated GMCA, and TfGM contact named in paragraph 3.1.5, no later than the date indicated in the table at paragraph 3.9.1 GMCA and TfGM reserves the right to refuse any further requests for clarifications after that date.
     4. In order to ensure equality of treatment of Tenderers, GMCA and TfGM intends to publish the questions and clarifications raised by Tenderers together with GMCA and TfGM’s responses (but not the source of the questions) to all participants on a regular basis.
     5. Tenderers should indicate if a query is of a commercially sensitive nature where it is considered that a disclosure of such query and the answer would or would be likely to prejudice its commercial interests. If GMCA and TfGM, at its sole discretion, however, does not consider the query to be of a commercially confidential nature or one for which all Tenderers would potentially benefit from seeing both the query and GMCA and TfGM’s response, GMCA and TfGM will:

1. invite the Tenderer submitting the query to either declassify the query and allow the query along with GMCA and TfGM’s response to be circulated to all Tenderers; or
2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
   * 1. GMCA and TfGM reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.
   1. **Amendments to Tender Documents**
      1. At any time prior to the deadline for the receipt of tenders, GMCA and TfGM may modify the ITT. Any such amendment will be numbered and dated and issued by GMCA and TfGM to all Tenderers by the date indicated in the table at paragraph 3.9.1 as the date that final responses to clarification questions will be provided. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their tenders, GMCA and TfGM may, at its discretion, extend the deadline for receipt of tenders.
   2. **Submission of Tenders**
      1. The tender must be submitted in the form specified in the Form of Tender in Schedule 5. Failure to do so may render the response non-compliant and it may be rejected.
      2. GMCA and TfGM may, at its own absolute discretion, extend the closing date and the time for receipt of tenders and any extension granted will apply to all Tenderers.
      3. Tenderers must submit an electronic copy via Pro-Contract by the time and date for tender response indicated in the table at 3.9.1
      4. Only attach documents if requested to do so by GMCA and TfGM and reference the question number.
      5. The copies must be provided with the narrative in Microsoft Word [97-2010] or in backwardly compatible equivalents, formatted on single side A4 paper, single line spacing in Calibri with a minimum size 12 font.
      6. The tender and any documents accompanying it must be in the English language. The price and any financial data provided must be submitted in, or converted into, pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
      7. GMCA and TfGM does not accept responsibility for tenders that are not submitted in accordance with these instructions.
   3. **Late Tenders**
      1. Any tender received after the date and time indicated in the table at 3.9.1 may be rejected. It is advised that Tenderers ensure that they have uploaded their tender documents to Pro-Contract in plenty of time prior to the deadline prescribed in the table at 3.9.1
   4. **The Contract**
      1. In the event that GMCA and TfGM wishes to enter into a contract with any Tenderer, the contract will be formed by a direct award consisting of the requirements set out in Section 3 of this ITT, the appropriate information submitted in the Tenderer’s response to this ITT and pursuant to the Terms and Conditions contained in Annex B of this ITT. Tenderers should ensure that their tenders are drafted in clear and concise terms which will provide a basis for translation into firm contractual commitments.
      2. In submitting a tender, within thirty days of being called upon to do so, the Tenderer undertakes to execute a contractual agreement in the form set out at **Annex B** of this ITT (or in such amended form as otherwise agreed) in the event of their tender being accepted by GMCA and TfGM and GMCA and TfGM confirming in writing such acceptance to the Tenderer.
      3. GMCA and TfGM shall be under no obligation to accept the lowest bid or any tender.
      4. As GMCA and TfGM are using the open procedure as detailed in the Public Contracts Regulations 2015 (and any subsequent amendments), they are prevented from undertaking negotiation of the terms and conditions of contract. Amendments by Tenderers and/or GMCA and TfGM to clarify the terms, however, may be permitted.
      5. GMCA & TfGM do not intend to materially depart from the Form of Contract referred to in Annex B which accompanies this ITT and is available on the e-tendering portal however, GMCA & TfGM are prepared to consider minor and non-substantive changes to the draft/form. Tenderers wishing to propose amendments should submit a clarification request in accordance with paragraph 3.9.1 no later than the date specified in the table at paragraph 3.9.1 and GMCA & TfGM will consider all suggested amendments to the draft Contract. GMCA & TfGM may, it its absolute discretion taking into account any transfer of risk involved as a consequence of any proposed change, accept or reject any proposed amendments. Any amendments shall be published through the clarifications log and shall apply to all Tenderers. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and any amended form of Contract without further negotiation or amendment. Any attempt by a Tenderer in its Tender to qualify the terms and conditions set out in the final draft Contract may result in rejection of the Tender.
   5. **Right to Reject/Disqualify**
      1. GMCA and TfGM reserves the right to reject or disqualify a Tenderer where:
3. the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document.
4. the Tenderer is guilty of serious misrepresentation in relation to its tender and/or the tender process; or
5. there is a change in identity, control, financial standing, or other factor impacting on the evaluation process affecting the Tenderer; or
6. a significant change to the terms and conditions at Annex B has been requested.
   1. **Right to Cancel, Clarify or Vary the Process**
      1. GMCA and TfGM reserves the right to:
7. amend the Terms and Conditions of the ITT process.
8. cancel the evaluation process at any stage; and/or
9. require the Tenderer to clarify its tender in writing and/or provide additional information (failure to respond adequately may result in the Tenderer not being selected).
   1. **Notification of award**
      1. GMCA and TfGM will notify the successful Tenderer in writing of the award decision via Pro-Contract and will publish notices in accordance with the Public Contracts Regulations 2015 and The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020 including award, Contracts Finder, and Find a Tender notices where applicable.
   2. **Performance Monitoring Regime**
      1. GMCA and TfGM intends to implement a performance monitoring regime (refer Schedule 2 Part 2.7) and the successful Tenderer is expected to co-operate in developing and implementing the regime.
      2. For the purposes of performance monitoring and contract reviews, Tenderers should nominate a dedicated Account Manager who will act as a single point of contact for GMCA and TfGM.
10. Tender Evaluation and Award
    1. **Tender Evaluation General Rules**
11. The tender evaluation will be conducted to ensure that tenders are evaluated fairly and to ascertain the most economically advantageous tender.
12. In evaluating tenders, GMCA and TfGM reserves the right to take into account factors which may impact on the Tenderers’ suitability from the information submitted by Tenderers throughout the tender process.
13. Furthermore, Tenderers should notify GMCA, and TfGM should circumstances change throughout the tender process which could affect the overall evaluation process.
    1. **Receipt and opening**
       1. A fully audited process within Pro-Contract ensures that the receipt date and time of all tenders are logged and saved within the system. The constraints of the system only allow responses to be made available for evaluation after the deadline date has passed. Any tender that is received after the deadline date and time may be rejected and not considered for evaluation.
    2. **Compliance Check**
       1. TfGM’s Procurement department will check that the Form of Tender at Schedule 5 has been fully completed. By signing the Form of Tender, Tenderers are confirming that they have provided a full response to the ITT including, where applicable, evidence requested against each of the technical and commercial requirements.
       2. In the event that a Tenderer is unable to confirm that all required information has been submitted, or that they are able to meet the technical and commercial requirements, GMCA and TfGM may either exclude the Tenderer from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.
    3. **Selection Stage**
       1. It is GMCA and TfGM’s policy to ensure that organisations working with GMCA and TfGM have financial stability and operate in a corporate and socially responsible manner, and to work to the Greater Manchester Social Value Framework where appropriate. Further information regarding the GM Social Value Framework can be found at: [GMCA Social Value Framework](https://www.greatermanchester-ca.gov.uk/what-we-do/economy/social-value-can-make-greater-manchester-a-better-place/)
       2. Any Tenderer who is not able to provide sufficient information to demonstrate compliance in these areas may be disqualified.
       3. Therefore, the tenders will be checked based on the information provided in **Schedule 1 – Minimum Requirements**. Failure to achieve a ‘PASS’ in each question in Schedule 1 may result in the disqualification of a tender.

| **Schedule 1 Sub Section** | **Assessment** | **May Fail on** |
| --- | --- | --- |
| Schedule 1 – Minimum Requirements | | |
| Q1 – Company Information | Information provided will be reviewed but will not be scored or assessed other than for completeness – all information must be provided | Incomplete information provided |
| Q2 – Exclusions (Mandatory and Discretionary) | **PASS / FAIL** – confirmation that no exclusions apply OR appropriate steps have been taken to rectify any issues where a discretionary exclusion applies~~.~~ | Unlawful Actions  If a Tenderer answers **Yes** to any of the statements, GMCA & TfGM **shall** disqualify that Tenderer from the process at this point in the evaluation pending consideration of the self-cleaning statement in Section 2 (page 36) |
| Q3a – Economic and Financial Standing 3.1-3.7 | **PASS / FAIL** – evidence of financial position to demonstrate financial capacity. | Tenderers cannot self-certify that they can meet the minimum requirements to demonstrate financial and economic standing, as stated in financial tests page 36 |
| Q3b- Economic and Financial Standing 3.8 | **PASS / FAIL** – evidence of financial position to demonstrate financial capacity | Tenderers cannot certify that they are able to obtain the required Guarantee. |
| Q4 – Technical and Professional Ability | **PASS / FAIL** evidence of relevant experience and professional qualifications as well as appropriate management systems and reporting mechanisms. | No response or incomplete information |
| Q5 – Information Governance Requirements | **PASS / FAIL** – evidence of relevant accreditations, policies, procedures as well as appropriate management and reporting mechanisms. | No response or incomplete information |
| Q6 – Real Living Wage | **PASS/FAIL** – Confirmation that tenderer currently pays the real living wage or future intention to pay | No response or incomplete information |
| Q7 – Greater Manchester Good Employment Charter | **PASS/FAIL** – Confirmation of member or supporter status of the Greater Manchester Good Employment Charter, details provided of proposal to conform to principles. | No response or incomplete information |
| Q8 – Carbon Reduction Commitment | **Information Only** – Confirmation of Carbon Reduction Commitments and a link provided to Tenderers published Carbon Reduction Plan |  |
| Q9 – Modern Slavery | **PASS/FAIL** – Confirmation of compliance with Modern Slavery Act 2015 | No response or incomplete information |

* + 1. For the purposes of evaluating “Minimum Requirements”, a “PASS” will be defined as follows:

1. an unequivocal ‘no’ has been confirmed to all of the points in Question 2 in respect of mandatory exclusions;
2. an unequivocal ‘no' has been confirmed to all of the points in Question 2 in respect of discretionary exclusions or supporting information has been provided that demonstrates to the satisfaction of GMCA and TfGM that there are mitigating circumstances / actions taken that would mean that any such issues are unlikely to have a material effect on the Tenderer's ability and/or suitability to participate;
3. a financial risk assessment against a Tenderer's financial position determines that the level of risk is low. The risk based assessment will take cognisance of the Tenderer's response to Question 3 in direct relation to the contract requirement (value and criticality
4. evidence submitted shows the ability to deliver against the DSM System Requirements detailed in Annex A, supported by relevant and transferable past experience and achievements as well as appropriate management systems and reporting mechanisms (Question 4);
5. evidence submitted to show presence of relevant accreditations, policies, procedures as well as appropriate management and reporting mechanisms against Information Governance Requirements 5.1 to 5.8 (Question 5);
6. an unequivocal ‘Yes’ has been confirmed to question 6, that your organisation currently pays the Real Living Wage as calculated by the Living Wage Foundation, or details provided of tenderers future intentions to pay it;
7. Confirmation of member or supporter status of the Greater Manchester Good Employment Charter, or details provided of proposal to conform to principles;
8. An unequivocal ‘Yes’ has been confirmed to all of the points in question 8 in respect of Carbon Reduction Commitments and a link provided to Tenderers published Carbon Reduction Plan;
9. If applicable, an unequivocal “Yes” has been confirmed to points b and c of Question 9 in respect of compliance with the Modern Slavery Act 2015; and
   1. **Award Stage**
      1. Subject to the achievement of a 'PASS' (as per the above criteria), the Tenderer's response will be evaluated based on the technical and commercial information provided in Schedules 2, 3 and 3A. The Tenderer who, in the opinion of GMCA and TfGM, at the conclusion of the evaluation, offers the most economically advantageous tender to GMCA and TfGM having regard to the award criteria set out below, will be recommended for contract award.

|  |  |  |  |
| --- | --- | --- | --- |
| **AWARD CRITERIA** | **Reference** | **Weighting of Item** | **Weighting of Sub Section** |
| **Technology** | **Total** | **100%** | **25%** |
|  | 2.1.1 | 10% | 2.50% |
|  | 2.1.2 | 10% | 2.50% |
|  | 2.1.3 | 5% | 1.25% |
|  | 2.1.4 | 10% | 2.50% |
|  | 2.1.5 | 5% | 1.25% |
|  | 2.1.6 | 10% | 2.50% |
|  | 2.1.7 | 10% | 2.50% |
|  | 2.1.8 | 5% | 1.25% |
|  | 2.1.9 | 5% | 1.25% |
|  | 2.1.10 | 5% | 1.25% |
|  | 2.1.11 | 5% | 1.25% |
|  | 2.1.12 | 5% | 1.25% |
|  | 2.1.13 | 5% | 1.25% |
|  | 2.1.14 | 5% | 1.25% |
|  | 2.1.15 | 5% | 1.25% |
| **Implementation & Deployment** | **Total** | **100%** | **20%** |
|  | 2.2.1 | 15% | 3% |
|  | 2.2.2 | 10% | 2% |
|  | 2.2.3 | 5% | 1% |
|  | 2.2.4 | 5% | 1% |
|  | 2.2.5 | 20% | 4% |
|  | 2.2.6 | 5% | 1% |
|  | 2.2.7 | 10% | 2% |
|  | 2.2.8 | 5% | 1% |
|  | 2.2.9 | 10% | 2% |
|  | 2.2.10 | 10% | 2% |
|  | 2.2.11 | 5% | 1% |
| **Support & Maintenance** | **Total** | **100%** | **10%** |
|  | 3.1.1 | 5% | 0.50% |
|  | 3.1.2 | 5% | 0.50% |
|  | 3.1.3 | 10% | 1.0% |
|  | 3.1.4 | 5% | 0.50% |
|  | 3.1.5 | 10% | 1.0% |
|  | 3.1.6 | 15% | 1.50% |
|  | 3.1.7 | 5% | 0.50% |
|  | 3.1.8 | 10% | 1.0% |
|  | 3.1.9 | 10% | 1.0% |
|  | 3.1.10 | 10% | 1.0% |
|  | 3.1.11 | 5% | 0.50% |
|  | 3.1.12 | 10% | 1.0% |
| **Social Value** | **Total** | **100%** | **5%** |
| **Completion of Social Value Portal submission** | | | **Mandatory** |
| Quantitative | | | 3% |
| Qualitative | | | 2% |
| **Commercial Requirements (Price)** | | | **40%** |
| **Total** | | | **100%** |

* + 1. The evaluation panel will be using the following scoring principles to mark the technical and commercial responses provided at Schedules 2, 3, 3A and 4 respectively.
    2. Qualitative/ DSM system Requirements Evaluation

1. For the purposes of evaluating questions in Schedule 2, the following scoring principles will be used before the appropriate weighting is applied:

|  |  |
| --- | --- |
|  | **Basis of rating** |
| **1** | There is a major risk that the intended outputs/performance standards will not be achieved or delivered in accordance with the requirements.  There is no evidence to support that the Bidder will be able to deliver the requirements. |
| **2** | There is a significant risk that the majority of the intended outputs/performance standards will not be achieved or delivered in accordance with the requirements.  The level of evidence to support that the Bidder will be able to deliver the requirements is, on balance, deficient. |
| **3** | Provides an acceptable degree of confidence that the intended outputs/performance standards will be achieved and delivered in accordance with the requirements.  The level of evidence to support that the Bidder will be able to deliver the requirements is, on balance, sufficient. |
| **4** | Provides a good degree of confidence that the intended outputs/performance standards will be achieved and delivered in accordance with the requirements.  The level of evidence clearly demonstrates that the Bidder will be able to deliver all of the requirements. |
| **5** | Provides a high degree of confidence that the intended outputs/performance standards will be achieved and delivered in accordance with the requirements.  The level of evidence fully supports that the Bidder will be able to deliver all of the requirements. |

1. The evaluation questions in Schedule 2 are correlated (one to many) with the DSM ITT Annex A Attachment 4 Driver Standards Monitoring System Requirements Summary where the MoSCoW prioritisation technique is used classify the requirements. A fully completed Requirement Summary spreadsheet will provide a high-level indicator on the compliance of the Tenderers’ responses against the DSM System Requirements.
   * 1. Financial / Quantitative evaluation
2. For the purposes of evaluating Schedules 3 and 3A, the evaluation will be based on the whole life cost offered. The points awarded will be based on the formula below with a minimum of zero points and a maximum of 30 points.

Points awarded using the following formula :(TSlow/TS)\*30

Where:

TS is the Tenderer's total whole life cost (10 years)

TSlow is the lowest Tenderer's total whole life cost (10 years)

1. As part of the financial evaluation, the GMCA and TfGM commercial evaluation team may clarify any element of the submission to ensure that Tenderers pricing has been submitted on the correct basis, including to ensure comparability of scoring within the evaluation. Where, in the opinion of GMCA and TfGM an ITT submission contains one or more material errors, TfGM and GMCA reserve the right to:

* evaluate the relevant element of the ITT submission as received, in which case the Tenderer shall bear the risk of the error or errors within that element of the ITT submission; or
* correct the error or errors through clarification with the Tenderer and then evaluate that element of the ITT submission, provided that the Tenderer shall not benefit from any improvement in their financial evaluation score as a result of such correction.
  + 1. If during the evaluation process, GMCA and TfGM suspects that the Bid Price, or an aspect of the Bid Price, may be abnormally low then pursuant to regulation 69 (1) of the PCR 2015, GMCA and TfGM will seek an explanation and evidence from the Tenderer for that low price. GMCA and TfGM reserves the right to reject a Bid where it concludes that the evidence and explanation provided by the Tenderer does not satisfactorily account for the low level of the Bid Price, or an aspect of it.
    2. Instructions to Tenderers to submit their commercial pricing, and the methodology to develop the TS value can be found in Schedule 3A.

Social Value Evaluation

* + 1. Full instructions and evaluation guidance relating to social value is included in Schedule 4 Social Value Requirements and Evaluation. Moderation of scores

The evaluation panel will undertake a moderation of scores and the merging of qualitative and quantitative evaluation scores will be undertaken to produce a preliminary ranking of Tenderers.

* + 1. Interviews / Clarification Meetings

GMCA and TfGM reserves the right to arrange presentations, live demonstrations, clarification meetings to review submissions prior to a final evaluation and moderation meeting taking place and the selection of a successful Tenderer.

* + 1. Governance
    2. Following the final moderation, the relevant internal approvals and governance process will be followed and assuming approval is given, the award of the contract will be concluded.
    3. Award of Contract

GMCA and TfGM will inform all Tenderers of its decision via Pro-Contract; and following the minimum standstill period of 10 calendar days and, subject to any substantive challenges to the decision, the contract will be formally concluded with the successful Tenderer.

All unsuccessful Tenderers will be provided with an 'unsuccessful letter' at the start of the standstill period (via Pro-Contract) notifying them of the outcome of the evaluation exercise.

SECTION 3 - TECHNICAL AND COMMERCIAL REQUIREMENTS

1. On Bus Driver Standards Monitoring System Requirements
   * 1. This section provides details of the DSM System Requirements for this contract. See Annex A for a full description of the DSM System Requirements Specification.
2. Commercial Requirements
   1. Pricing
      1. This section provides details of the commercial specification for this contract.
      2. Tenderers are invited to tender whole life costs associated with undertaking all stages of the project as detailed in the DSM System Requirements Specification in Annex A.
      3. GMCA and TfGM reserves the right to request Tenderers to resubmit their costing proposal following Tenderer clarifications to ensure that proposals are considered on a consistent basis, and provided that a Tenderer may not benefit in evaluation from any resubmitted costing proposal, and shall only be entitled to make amendments to reflect the relevant clarifications. Tenderers must provide details of any assumptions in their tenders and shall be at risk for such assumptions save as expressly allows for by the contract.
      4. Prices must be quoted in pounds sterling and currency fluctuations will not be considered as part of the contract. All charges/prices should be exclusive of VAT. All pricing information will form the basis of any resultant contract.
      5. Prices will include for account management including but not limited to regular contract reviews. This activity will not be charged separately.
   2. Review of Pricing
      1. All prices will be fixed for a minimum of three years from the commencement date of the contract. Implementation Charges are fixed for the entire duration of the Contract. Any proposed price increases thereafter will be considered on the anniversary of the commencement date of the contract and discussed with GMCA and TfGM at least one month before they are proposed to be increased.
      2. Any annual increase to the price/rates shall only apply from the expiry of the third contract year and each subsequent contract year and shall, in any event, be capped at the lower of 3% and the percentage rate of the Consumer Prices Index as at 1 January in the relevant contract year, as set out at paragraph 11.2 of Schedule 8 of the Contract.

**Invoicing and Payments**

* + 1. TfGM considers payment to Tenderers via SAP to be an administratively efficient way of making payment as well as a way of ensuring prompt payment for goods and services supplied.
    2. In accordance with GMCA and TfGM's Procurement policy, GMCA and TfGM's procedures require that official Purchase Orders are issued to Tenderers before any goods or services are supplied and therefore any invoices that are presented for payment without quoting an official Purchase Order number will be returned. Therefore, the successful Tenderer will be required to reject any orders from GMCA and TfGM unless a valid Purchase Order reference is supplied at the point of the order being made.
    3. Depending upon the nature of the contract, the successful Tenderer will be required to adhere to the following:

1. Individual orders are raised for each requested supply.
2. Each invoice presented must contain a valid Purchase Order reference.
3. Where composite invoices are presented, each supply must contain a valid Purchase Order reference.
4. All required documentation needs to be received before payment can be processed; and
5. Invoices must be sent electronically to: [accounts.payable@tfgm.com](mailto:accounts.payable@tfgm.com)
   * 1. Tenderers should note that GMCA and TfGM's standard payment terms and conditions are thirty (30) days from the date of a valid and undisputed invoice.
   1. **Insurance**
      1. GMCA and TfGM's minimum insurance levels are included in the table below.

|  |  |
| --- | --- |
| **Type of Insurance** | **GMCA and TfGM Minimum Requirements** |
| Public liability insurance | £10m (any one claim) |
| Employer's liability insurance | £10m (any one claim) |
| Professional Indemnity Insurance | £1m (any one claim or series of claims) |
| Cyber Insurance | £1m (any one claim or series of claims) |

1. Terms and Conditions
   1. The Terms and Conditions are included at Annex B.

SECTION 4 - TENDER RESPONSE DOCUMENTS

Schedule 1 – Minimum Requirements

Schedule 2 – DSM System Requirements Response

Schedule 3 – Commercial Response, Pricing Matrix

Schedule 4 – Social Value Requirements and Evaluation

Schedule 5 – Form of Tender

SCHEDULE 1 – MINIMUM REQUIREMENTS

Only those Tenderers who achieve a 'PASS' in this Schedule 1 will have their full tender responses evaluated. For the purposes of evaluating "Minimum Requirements", a "PASS" will be defined as follows:

1. an unequivocal 'no' has been confirmed to all of the points in Question 2 in respect of mandatory exclusions.
2. an unequivocal 'no' has been confirmed to all of the points in Question 2 in respect of discretionary exclusions or supporting information has been provided that demonstrates to the satisfaction of GMCA and TfGM that there are mitigating circumstances / actions taken that would mean that any such issues are unlikely to have a material effect on the Tenderer's ability and/or suitability to participate.
3. a financial risk assessment against a Tenderer's financial position determines that the level of risk is low. The risk-based assessment will take cognisance of the Tenderer's response to Question 3 in direct relation to the contract requirement (value and criticality);
4. evidence submitted shows the ability to deliver against the DSM Requirements as described at Annex A, supported by relevant and transferable past experience and achievements as well as appropriate management systems and reporting mechanisms (Question 4); and
5. evidence submitted to show presence of relevant accreditations, policies, procedures as well as appropriate management and reporting mechanisms against Information Governance Requirements 5.1 to 5.8 (Question 5).
6. an unequivocal ‘Yes’ has been confirmed to question 6, that your organisation currently pays the Real Living Wage as calculated by the Living Wage Foundation, or details provided of tenderers future intentions to pay it.
7. Confirmation of member or supporter status of the Greater Manchester Good Employment Charter, or details provided of proposal to conform to principles.
8. An unequivocal ‘Yes’ has been confirmed to all of the points in Question 8 in respect of Carbon Reduction Commitments and a link provided to Tenderers published Carbon Reduction Plan
9. If applicable, an unequivocal “Yes” has been confirmed to points b and c of Question 9 in respect of compliance with the Modern Slavery Act 2015.

**QUESTION 1: COMPANY INFORMATION**

The information provided in response to this section will be reviewed but will not be scored or assessed other than for completeness.

If there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that a lack of appropriate referencing may result in that part of the response being unmarked.

1. Full name, address and website of the Tenderer:

|  |  |
| --- | --- |
| **Company Name** |  |
| **Address** |  |
| **Town/City** |  |
| **Postcode** |  |
| **Country** |  |
| **Website** |  |

1. Name, position, telephone number and e-mail address of the main contact for this project:

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Telephone Number(s)** |  |
| **E-mail** |  |

1. Current legal status of the Tenderer (e.g. partnership, private limited company):  
   Please tick the appropriate box.

|  |  |  |  |
| --- | --- | --- | --- |
| **Partnership** |  | **Sole Trader** |  |
| **Public Limited Company** |  | **Private Limited Company** |  |
| **Other (please state)** |  | | |
| **The Tenderer must be a single organisation – please confirm** | | **YES / NO (PLEASE DELETE)** | |

1. Date and place of formation of the Tenderer and registration under the Companies Act. Please provide copies of the Certificate of Incorporation and any changes of name, registered office and principal place of business:

|  |  |
| --- | --- |
| **Date and place of formation** |  |
| **Date of registration** |  |
| **Registration number** |  |
| **Registered office** |  |
| **Certificates enclosed** | **YES / NO (PLEASE DELETE)** |
| **Brief description of the Tenderer's primary business** |  |
| **Brief history of the Tenderer's organisation, including details of any parent and associated companies and any changes of ownership over the last 5 years and including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures etc. which are currently in the public domain** |  |

1. Does your organisation plan to use sub-contractors to perform this contract? If so, please provide, in percentage terms, the estimated value of the contract to be covered by subcontractors.

|  |  |
| --- | --- |
| **SUBCONTRACTORS TO BE USED?** | **YES / NO (PLEASE DELETE)** |
| **IF YES, PLEASE PROVIDE DETAILS** |  |
| **ESTIMATED VALUE (%)** |  |

**QUESTION 2: EXCLUSIONS (MANDATORY AND DISCRETIONARY)**

In accordance with Regulation 57 of the Public Contract Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made>), GMCA and TfGM must exclude Tenderers from the procurement process if they cannot respond with an unequivocal "no" to each of the mandatory exclusions contained within the same Regulations. Furthermore, GMCA and TfGM may exclude Tenderers from the procurement process if they cannot respond with an unequivocal "no" to each of the discretionary exclusion contained within the Regulations unless it can be shown, to GMCA and TfGM's satisfaction, that corrective action has been taken to mitigate against any associated risk.

If there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that a lack of appropriate referencing may result in that part of the response being unmarked.

|  |  |  |  |
| --- | --- | --- | --- |
| a) | In accordance with the Regulation 57 list of mandatory exclusions, is there any reason why GMCA and TfGM must exclude your organisation from this procurement process? Please refer to these Regulations to confirm. If you respond "YES", please state your reasons. | **Yes** | **No** |
| b) | In accordance with the Regulation 57 list of discretionary exclusions, is there any reason why GMCA and TfGM may exclude your organisation from this procurement process? Please refer to these Regulations to confirm. If you respond "YES", please state your reasons. | **Yes** | **No** |

**QUESTION 3: ECONOMIC AND FINANCIAL STANDING**

GMCA and TfGM will undertake a risk-based approach to the evaluation of a Tenderer's economic and financial standing and will assess a Tenderer's financial position to determine the level of risk that the appointment of the Tenderer may represent.

**Schedule 1 - Sub Section 4 – Economic and Financial Standing - Financial Test Definitions and Potential Mitigations**

The information provided in response to Schedule 1, Sub Section 3 - Economic and Financial Standing will be used by GMCA & TfGM to assess the financial standing of the tenderer and the potential mitigations listed below are an indicative rather than an exhaustive list of circumstances or evidence that may be considered by TfGM. This list is intended to cover scenarios where a Tenderer has not met the required threshold for the financial test but is able to provide information and/or evidence that provides TfGM with assurance that notwithstanding the failure to meet the relevant financial test, the Tenderer can meet the same requirements of financial standing that passing the relevant financial test would have demonstrated.

***Test 1: Turnover test.***

***Annual relevant revenue (i.e. revenue from supporting Driver Standards Monitoring systems) ≥ £ 500,000.00***

**Definition**

The purpose of the Turnover test is to demonstrate that the Tenderer, or their Guarantor has existing financial capability of operating with the sector which provides Driver Standards Monitoring system in relevant size. The test assesses whether winning the contract could have a such a material impact on the organisation that it might struggle to deliver the contract. Annual relevant revenue is defined as Revenue or Turnover for the preceding 12 months from supporting Driver Standards Monitoring systems, excluding Revenue or Turnover relating to Joint Ventures and Associates.

Revenue should be shown on the face of the Income Statement in a standard set of financial statements prepared in accordance with Generally Accepted Accounting Practice (GAAP) or as analysed in the Notes to the accounts to provide the relevant revenue figure (i.e. revenue from supporting Driver Standards Monitoring systems).

**Potential mitigations**

Where the Tenderer, or their Guarantor, cannot meet this test then evidence will need to be provided as to how the Tenderer, or its Guarantor, can demonstrate that they have previous experience in supporting Driver Standards Monitoring systems to the required financial threshold.

Example mitigations could include:

* Evidence of recent Driver Standards Monitoring system contracts won or lost by the Tenderer, or its Guarantor, since the publication of its financial statements, where the full impact of which is are not yet reflected in the accounts used for the assessment, and which could support the turnover level to meet the financial threshold; and

The use of a relevant mitigation would enable the Tenderer to provide evidence that its actual relevant turnover value could be reasonably considered as is higher than that captured in the Turnover test using the financial statements. The Turnover test could be re-calculated to include the additional turnover and would allow the Tenderer to meet or exceed the Turnover test.

***Test 2: Net Assets test = Net Assets ≥ £500,000.00***

**Definition**

The purpose of the Net Asset test is to assess whether the Tenderer, or its Guarantor, has assets which exceed its liabilities and that it has sufficient solvency.

Net Assets is defined as Total Assets minus Total Liabilities.

Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements prepared in accordance with GAAP. Net Assets are sometimes called net worth or Shareholders’ Funds.

**Potential mitigations**

Where the Tenderer, or their Guarantor, cannot meet this test then evidence will need to be provided as to how the Tenderer, or its Guarantor, can demonstrate they have adequate solvency and that there are no economic or financial difficulties.

Where the Tenderer, or their Guarantor, cannot meet this test, potential mitigations could include:

* Evidence of any other assets (for example property) which may have been recognised on the entity’s balance sheet at below current market value to meet the relevant financial threshold.
* Evidence that payment is not required for intercompany liabilities included on the balance sheet e.g., other liabilities.
* Considering the ability of the entity to generate operating cashflow sufficient to meet its liabilities as they fall due.
* Considering other sources of funding available to the entity.

This would allow the Tenderer to provide evidence that the Net Assets value is higher than that captured in the Net Asset test using the financial statements. The Net Assets test could be re-calculated to include the additional assets or exclude certain liabilities that will not be called upon and would allow the Tenderer to meet or exceed the Net Assets test.

***Test 3: Acid ratio test = (Current Assets / Current Liabilities) ≥0.9***

**Definition**

The purpose of the acid ratio test is to measure the liquidity of the Tenderer by comparing the Tenderer’s, or its Guarantor’s, current assets to its current liabilities to determine if there are sufficient liquid assets available to service its short-term obligations.

Current Assets is defined as the value of all assets expected to be realised, sold or consumed, in the entity's normal operating cycle or within 12 months of the reporting period; assets held for trading; or cash and cash equivalents.

Current Liabilities is defined as the value of obligations due to be settled in the normal operating cycle or within 12 months of the reporting period; held primarily for trading; or obligations with no unconditional right to defer settlement of the liability for at least twelve months after the reporting period.

All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements prepared according to GAAP.

**Potential mitigations**

Where the Tenderer, or its Guarantor, does not meet the required threshold for a test in the first instance (i.e., a ratio of <0.9) then evidence will need to be provided to demonstrate the sufficiency of its liquid assets to service short term obligations.

An example of an acceptable mitigation could include evidence (e.g., as disclosed in the Tenderer’s, or their Guarantor’s, financial statements or through a credit facilities agreement) that the entity had committed undrawn credit facilities available at the balance sheet date, and the value of the undrawn element. This would provide evidence that the liquidity available to the bidding entity was higher than captured in the acid ratio measured according to the financial statements. The ratio could be re-calculated to include the value of undrawn credit facilities to determine if the inclusion of such facilities would allow the Tenderer, or its Guarantor to meet or exceed the core financial acid ratio test.

***Test 4: Interest Cover Ratio (calculated as: EBITDA/ Interest Payable) ≥ 1.0***

**Definition**

The purpose of the Interest Cover ratio test is to measure how easily the Tenderer, or its Guarantor, can service interest due on its outstanding debt out of the earnings it generates from its operations.

Earnings Before Interest, Tax, Depreciation and Amortisation (EBITDA) is defined as accounting profit from continuing operations before taxation for the relevant 12 months with the following adjustments:

* adding back net interest charged in the 12 months,
* adding back depreciation of tangible assets charged in the 12 months,
* adding back amortisation of intangible assets charged in the 12 months,
* exclude gains or losses in relation to disposal of fixed assets, investments and/or business in the relevant 12 months.

Accounting profit should be shown on the face of the Income Statement in a standard set of financial statements prepared according to GAAP and, for the purposes of this test, should include the entity’s share of the results of any joint ventures or associates. Where the entity has negative EBITDA, for the purpose of this test EBITDA should be assumed to be zero.

Interest Payable is defined as gross interest expense payable in the relevant 12 months as a result of debt obligations of the business. For clarity this amount should not be offset by any interest income.

**Potential mitigations**

Where the Tenderer, or its Guarantor, does not meet the required threshold for a test in the first instance (i.e., a ratio of ≥ 2.5) then evidence will need to be provided as to how it can demonstrate the sufficiency of its future operating profits to meet future interest payments.

Where the Tenderer, or its Guarantor, cannot meet this test, potential mitigations could include:

* Evidence of adjustment for any one-off costs that unduly affected EBIT for the year.
* Evidence of profitable new business(es) acquired or profitable contracts won, or loss-making business closed since the publication of its financial results or the full impact of which is not fully reflected in the accounts used for this financial test.

This would provide evidence that the Tenderer’s, or its Guarantor’s, ability to meet interest payable obligations is greater than that reflected in the Interest Cover ratio measured from the financial statements. The ratio could be re-calculated to include the value of one of the proposed mitigations listed above to determine if the inclusion of this would allow the Tenderer, or its Guarantor to meet or exceed the core financial Interest Paid Cover test.

***Test 5: Unqualified audited accounts***

**Potential mitigations**

Where a Tenderer or, if required, its Guarantor is unable to provide two years of unqualified audited accounts the following information is required:

* Written statements, with accompanying evidence, describing:
  + The reason for the qualified audit opinion.
  + Any rectification actions that have been taken.
  + Any impact on ability to perform the Contract.
  + Any impact on current and long-term financial standing and performance.

GMCA & TfGM will undertake a review of the information provided to confirm that the reason for qualification does not impact the Tenderer or their Guarantor’s financial standing and ability to perform the contract. GMCA & TfGM reserve the right to request additional evidence to support any statements provided by the Tenderer, or their Guarantor.

The risk-based assessment will take cognisance of the Tenderer's response to Question 3 in direct relation to the contract requirement (value and criticality).

If there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that a lack of appropriate referencing may result in that part of the response being unmarked.

1. Name and address of principal banker. Please provide a copy of a banker's reference.

|  |  |
| --- | --- |
| **Bank Name** |  |
| **Address** |  |
| **Town/City** |  |
| **Postcode** |  |
| **Reference enclosed** | **YES / NO (PLEASE DELETE)** |

1. Please supply the following information for the last three financial years:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Amount (£K)**  **Year 1 (Most recent financial year)** | **Amount (£K)**  **Year 2** | **Amount (£K)**  **Year 3** |
| **Overall turnover** |  |  |  |
| **Turnover in relevant projects** |  |  |  |
| **Operating Profit** |  |  |  |
| **Profit in relevant projects** |  |  |  |
| **Current Assets** |  |  |  |
| **NET ASSETS** |  |  |  |
| **Current Liabilities** |  |  |  |
| **Long Term Liabilities** |  |  |  |

If the information you are submitting is for a financial year-end more than 10 months ago, please submit the latest available information or a statement signed by the Finance Director, detailing any major changes in the current financial position since the date of the latest information provided.

Newly formed Tenderers should provide a statement of the Tenderer's turnover, profit & loss account and cash flow for the most recent year of trading and / or a statement of the Tenderer's cash flow forecast for the current year and a letter from the Tenderer's bank outlining the current cash and credit position.

1. Please provide evidence of your current employers' liability, public liability insurance and professional liability or indemnity insurance, cyber-Insurance and attach copies of certificates. If this is not possible, then a Broker's Letter of Comfort should be provided. The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies. Where the Tenderer's current limits are below the stated GMCA and TfGM minimum requirement, please confirm that these will be increased accordingly prior to the commencement of the contract.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Type of Insurance** | **GMCA and TfGM Minimum Requirement** | **Limits of indemnity (per occurrence and aggregate)** | **Name of Insurer** | **Period of Validity** | **Policy Number** | **Excess  (if any)** | **Insurance below minimum req. will be increased if successful (YES / NO)** |
| **Public liability insurance** | £10,000,000 (any one claim) |  |  |  |  |  |  |
| **Employer's liability insurance** | £10,000,000 (any one claim) |  |  |  |  |  |  |
| **Professional Indemnity insurance** | £1,000,000 ( any one claim or series of claims) |  |  |  |  |  |  |
| **Cyber insurance** | £1,000,000 ( any one claim or series of claims) |  |  |  |  |  |  |
| **Other insurance (give details)** |  |  |  |  |  |  |  |

1. Please provide a statement of any pending or threatened litigation or other legal proceedings (where not otherwise reported) of a material nature and values in excess of £100k.

|  |
| --- |
| **DISCLOSURE OF LEGAL PROCEEDINGS (MAXIMUM OF 1off A4 page)**  EITHER INSERT REQUIRED DETAILS OR STATE 'NONE' |
| |  |  |  |  | | --- | --- | --- | --- | | **Evaluation** | Information Only | **Word Limit** | Up to 1 A4 page | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 3.1 | Please self-certify that the Tenderer and its Guarantor are able to provide audited statutory accounts submitted to Companies House, or the equivalent in other jurisdictions, for the past two years of trading. | Yes ☐  No ☐ | | |
| 3.2 | Please self-certify that, in the Tenderer/Guarantor’s most recent two years statutory accounts submitted to Companies House or the equivalent in other jurisdictions, the Tenderer/Guarantor’s had relevant turnover (i.e., turnover from Driver Standards Monitoring systems.greater than or equal to £500,000.00 in each year. | Yes ☐  No ☐ | | |
| 3.3 | Please self-certify that, in the Tenderer’s/Guarantor’s most recent two years’ statutory accounts submitted to Companies House or the equivalent in other jurisdictions, the Tenderer had net assets greater than or equal to £500,000 in each year. | Yes ☐  No ☐ | | |
| 3.4 | Please self-certify that, in the Tenderer’s/Guarantor’s most recent two years’ statutory accounts submitted to Companies House or the equivalent in other jurisdictions, the Tenderer had an acid ratio greater than or equal to 0.9 in each year. | Yes ☐  No ☐ | | |
| 3.5 | Please self-certify that, in the Tenderer/Guarantor’s most recent two years’ statutory accounts submitted to Companies House or the equivalent in other jurisdictions, the Tenderer had an interest cover ratio greater than or equal to 1 in each year. | Yes ☐  No ☐ | | |
| 3.6 | Tenderers are required to pass both the turnover test at 3.2 and at least 2 out of the 3 financial tests included at 3.3 to 3.5. If insufficient tests have been passed, then the Tenderer is required to explain what potential mitigations and / or what other supporting information can be used to demonstrate that the organisation does meet the relevant threshold. GMCA & TfGM reserve the right to ask for additional evidence to validate the mitigations and or measures a Tenderer is relying upon to demonstrate the reliability/sustainability of the organisation. Please use an Annex if necessary. | Yes ☐  No ☐ | | |
| 3.7(a) | Please self-certify that the two years’ statutory accounts being relied upon for the Tenderer or its Guarantor to pass the Economic and Financial Standing Tests set out in Section 3 of this ITT are unqualified audited accounts. | Yes ☐  No ☐ | | |
| 3.7(b) | If answered ‘No’ to 3.7a) then please provide evidence in line with Financial Test Definitions & Potential Mitigations within this tender document. |  | | |
| **Guarantee** | | | |
| 3.8 | Please self-certify that the Tenderer confirms acceptance of GMCA & TfGM’s requirement regarding the provision of a Guarantee, including the ability to obtain an appropriate letter of support from a Guarantor for the contractual performance of the Tenderer.  Note that this will only be called upon in the event that the Tenderer is successful. | | Yes ☐  No ☐ | |

**QUESTION 4:** **TECHNICAL AND PROFESSIONAL CAPABILITY**

Tenderers must be able to demonstrate and evidence their ability to deliver against the DSM System Requirements described in Annex A, supported by relevant and transferable past experience and achievements as well as appropriate management systems and reporting mechanisms.

If there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that a lack of appropriate referencing may result in that part of the response being unmarked.

1. Please provide confirmation of any relevant trade membership accreditation and / or trade / professional register(s).

|  |
| --- |
| **EVIDENCE OF REGISTRATION WITH APPROPRIATE PROFESSIONAL / TRADE BODY**  EITHER INSERT REQUIRED DETAILS OR STATE 'NONE' |
| |  |  |  |  | | --- | --- | --- | --- | | **Evaluation** | Information only | **Word Limit** | Up to 1 A4 page | |

1. Please provide details of your relevant experience in one or more similar projects, design, built, maintain support of an installed and live DSM system with more than 400 users/terminals over the last three years and indicate whether these projects have been delivered to budget.

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME OF CLIENT** | **Criteria** | **DESCRIPTION OF GOODS / SERVICES** | |
| **Evaluation** | Pass / Fail | **Word Limit** | Up to 1 A4 page |
|  | | | |

1. Has your organisation had a contract terminated early over the last three years (i.e., before the contract termination date initially agreed)?

|  |
| --- |
| **Brief statement (300 words or fewer)**  Either insert required details or state 'None' |
|  |

1. Has your organisation failed to have a contract renewed on the basis of unsatisfactory performance over the last three years?

|  |
| --- |
| **Brief statement (300 words or fewer)**  Either insert required details or state 'None' |
|  |

1. Has your organisation suffered deductions for liquidated damages in respect of a contract over the last three years?

|  |
| --- |
| **Brief statement (300 words or fewer)**  Either insert required details or state 'None' |
|  |

1. Please tick the appropriate boxes for your organisation and subcontractors that you have identified above in respect of your approach and attitude to Health and Safety. This section is required to be filled in and is for the ITT for information purposes. The terms and conditions / contract will detail all requirements by the supplier that will be needed to be followed and adhered to.

| **Management of Safety** | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1) | Who is the person directly responsible for Health and Safety? | | |  | | | |  |
| 2) | Does your organisation have a current Statement of Intent, signed and dated? Please attach a copy. | | | **Yes** | | | | **No** |
| 3) | Does your organisation have a current Health and Safety Policy?  (This document may be audited by GMCA and TfGM as part of this assessment) | | | **Yes** | | | | **No** |
| 4) | Does your organisation have a documented Safety Management System?  (This document may be audited by GMCA and TfGM as part of this assessment) | | | **Yes** | | | | **No** |
| 5) | Does your organisation perform safety checks / audits? If "yes", please provide examples on a separate sheet with referencing. | | | **Yes** | | | | **No** |
| 6) | Does your organisation have a documented accident / Incident reporting procedure? | | | **Yes** | | | | **No** |
| 7) | Has your organisation had any accidents/incidents within the last 3 years that were reportable as defined by RIDDOR Regulations – If "yes", please provide details on a separate sheet with referencing. | | | **Yes** | | | | **No** |
| 8) | Does your organisation brief its employees on relevant COSHH assessments? | | | **Yes** | | | | **No** |
| 9) | Does your organisation carry out Risk Assessments? If "yes", please provide examples on a separate sheet with referencing. | | | **Yes** | | | | **No** |
| 10) | Does your organisation put into practice the necessary control measures following a risk assessment? | | | **Yes** | | | | **No** |
| 11) | Does your organisation maintain records of arrangements that have been put into practice? | | | **Yes** | | | | **No** |
| 12) | Does your organisation provide health and safety surveillance (when applicable) for employees where risks have been identified? | | | **Yes** | | | | **No** |
| 13) | Has your organisation documented emergency procedures? | | | **Yes** | | | | **No** |
| 14) | Does your organisation make sure that its employees have adequate health and safety induction training? | | | **Yes** | | | | **No** |
| 15) | Does your organisation have an appointed Health & Safety specialist with appropriate experience and qualifications?  Name:  Qualifications: | | | **Yes** | | | | **No** |
| **Alcohol and Drugs** | | | | | | | | |
| 16) | Does your organisation have a Drugs and Alcohol policy? | | | | **Yes** | | **No** | |
| 17) | Does your organisation have procedures for testing staff for drugs and alcohol? | | | | **Yes** | | **No** | |
| **Training and Competence** | | | | | | | | |
| 18) | Are staff trained in safety procedures and records kept? | | | | **Yes** | | **No** | |
| 19) | Does your organisation hold comprehensive individual training records for its staff? | | | | **Yes** | **No** | | |
| 20) | Does your organisation have a system for assessing workplace competence and compliance? | | | | **Yes** | **No** | | |
| **Work Equipment** | | | | | | | | |
| 21) | Does your organisation have a system in place to meet the requirements of the Provision and Use of Work Equipment Regulations? | **Yes** | **No** | | **N/a** | | | |
| 22) | Is all work equipment appropriately maintained and records kept? | **Yes** | **No** | | **N/a** | | | |

| **Notices and Prosecutions** | | | |
| --- | --- | --- | --- |
| 23) | Within the last three years, has your organisation been subject to (or have pending) any prosecutions, claims, infringement, Prohibition or Improvement Notices or other actions by the Health and Safety Executive or Environment Agency in respect of any breach or suspected breach by the organisation of Health and Safety, Environmental or equivalent legislation? If "yes, please provide details on a separate sheet with referencing. | **Yes** | **No** |

| **Any other relevant Information** |
| --- |
| Please use the space below to detail any other relevant information that will assist us in assessing your capabilities to perform in a safe manner (200 words or fewer) |
|  |

1. Please provide details of any Quality Assurance systems and certification that your organisation and, if applicable, the subcontractors identified above operate (e.g., IS0 9001:2000 or equivalent).

|  |
| --- |
| **Details of Quality Assurance Systems and Certification (300 words or fewer)**  Either insert required details or state 'None' |
| |  |  |  |  | | --- | --- | --- | --- | | **Evaluation** | PASS/FAIL | **Word Limit** | Up to 1 A4 page | |

1. Please provide details of any cyber security management systems and certification that your organisation and, if applicable, the subcontractors identified above operate (e.g., IS0 270001 or equivalent).

|  |
| --- |
| **Details of cyber security system and Certification (300 words or fewer)**  Either insert required details or state 'None' |
| |  |  |  |  | | --- | --- | --- | --- | | **Evaluation** | PASS/FAIL | **Word Limit** | Up to 1 A4 page | |

Please tick the appropriate boxes for your organisation and any subcontractors that you have identified above in respect of your approach and attitude to Equal Opportunities. (PASS / FAIL)

|  |  |  |
| --- | --- | --- |
| **Equal Opportunities** | | |
| 1) Does your organisation have an Equal Opportunities Policy or equivalent? (This document may be audited by GMCA and TfGM as part of this assessment) | **Yes** | **No** |
| 2) Does your organisation make sure that its employees have adequate equal opportunities training? | **Yes** | **No** |
| 3) Within the last three years, has your organisation been subject to (or have pending) any prosecutions, claims or otherwise? If "yes, please provide details on a separate sheet with referencing. | **Yes** | **No** |
| 4) In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | **Yes** | **No** |
| 5) If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | **Yes** | **No** |

**QUESTION 5: INFORMATION GOVERNANCE REQUIREMENTS**

The Information Governance requirements 5.1 to 5.8 will be scored on a Pass/Fail basis.

Tenderers must provide evidence to demonstrate by relevant and transferable past experience and achievements, as well as appropriate management systems and reporting mechanisms that they currently and have the ability throughout Contract Term to the meet the Information Governance requirements.

For each of the questions below, the question must be answered in full. If there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that a lack of appropriate referencing may result in that part of the response being unmarked.

Tenderers must ensure that any accompanying documentation is relevant to Information Governance Requirements, and not simply a collection of generic documentation and procedures. All supplementary information submitted shall be clearly referenced back to the question number being responded to.

In responding to the questions below, please ensure that you have reviewed the Driver Standards Monitoring System requirements Specification and all associated ITT documentation.

Each Topic area response should be answered within the page / word limit indicated and any superfluous and additional information over the word/page limits indicated will not be considered further.

|  |  |  |
| --- | --- | --- |
| **Information Governance**  **As part of these services, you will be collecting and/or processing personal data on behalf of Transport for Greater Manchester. Suppliers/service providers must be able to demonstrate their compliance with relevant data protection legislation (including UK GDPR), their commitment to implementing information governance controls and provide assurance around the proper use, management, sharing and storage of data.**  **As part of your bid, please confirm that your organisation has relevant policies, procedures and/or processes for ensuring compliance, including those listed in (a)-(o) below.**  **If any of your IT services are outsourced, your response should identify you are relying on an EXTERNAL document provided by your supplier.**  **Sections (p)-(u) request additional information regarding your organisation and its processing of personal data.**  **All documents confirmed below must be provided upon request. The preferred supplier/service provider will be required to provide copies for review before the contract can be awarded.** | | |
|  | **Relevant Information Governance and Data Protection requirements.** | **Please indicate which policy / procedure document this is laid out and if necessary the page and section.** |
| (a) | Network and Device Cryptography | Internal Doc / External Doc (delete as applicable)  Name of document:  Section:  Page Nos: |
| (b) | Network Monitoring | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (c) | Network Firewalls and Malware | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (d) | Pre-employment screening checks/vetting | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (e) | Allocation of user access privileges | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (f) | User induction to Data Protection responsibilities | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (g) | Rules governing acceptable use of information assets | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (h) | Retention Schedule for all information use by the organisation and the periods they will be held for. | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (i) | Storage and destruction | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (j) | Secure transmission of personal data on paper or electronically | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (k) | Removable media controls | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (l) | Home and mobile working | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (m) | Data Subject Rights | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (n) | Information Incident  management | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |
| (o) | Business continuity management process, including policy and plan. | Internal Doc / External Doc  Name of document:  Section:  Page Nos: |

**QUESTION 6: Real Living Wage**

Transport for Greater Manchester has an aspiration to procure contracts with organisations that pay their employees the Real Living Wage as calculated by the [Living Wage Foundation.](https://www.livingwage.org.uk/)

|  |  |  |  |
| --- | --- | --- | --- |
| 1) | Please confirm that your organisation currently pays the real living wage, as defined above, or provide details below of your future intentions to pay it. | **Yes** | **No** |
|  |  | | |

**QUESTION 7: Greater Manchester Good Employment Charter**

**Transport** for Greater Manchester is a member of the Greater Manchester Good Employment Charter and seeks to contract with other organisations who share the commitment to improving employment standards.

|  |  |  |
| --- | --- | --- |
| 2) | Firstly please indicate whether you are a registered member or registered supporter of the Charter, and if not, how you propose to conform to the principles outlined by the Charter which can be found [here](https://www.gmgoodemploymentcharter.co.uk/the-charter/) | Member  Supporter  None |
|  |  | |

**QUESTION 8: Carbon Reduction Commitment**

In 2019 the UK Government amended the Climate Change Act 2008 by introducing a target of at least a 100% reduction of greenhouse gas emissions (compared to 1990 levels) in the UK by 2050. This is otherwise known as the ‘Net Zero’ target.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1)** | In accordance with [Procurement Policy Note 06/21](https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts), please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard | **Yes** | | | **No** |
| **2)** | Provide a link to your most recently published Carbon Reduction Plan here | | | | |
|  |  | | | | |
| **3)** | Please confirm that your organisation is taking steps to reduce your Greenhouse Gas Emissions over time and is publicly committed to achieving Net Zero by 2050 | | **Yes** | **No** | |

**QUESTION 9: Modern Slavery (PASS/FAIL)**

|  |  |  |  |
| --- | --- | --- | --- |
| **1)** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015? | **Yes** | **N/A** |
| **2)** | If you have answered yes to question a. above, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | **Yes**  **Please provide the relevant url** | **No**  **please provide an explanation** |
| **3)** | Confirm, that in performing its obligations to under the terms of its engagement, you shall:     1. Comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and 2. Have and maintain throughout the term of its contract its own policies (which we may request sight of from time to time) and procedures to ensure its compliance; and 3. Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and 4. Shall use reasonable endeavours to ensure that each of its subcontractors and Tenderers shall comply with its anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015. | **Yes** | **No** |

SCHEDULE 2 DRIVER STANDARDS MONTIORING SYSTEM REQUIREMENTS

Only those Tenderers who achieve a 'PASS' score in every section of Schedule 1 will have their full tender responses evaluated. Details of how these questions in Schedule 2 will be evaluated are in Section Two: Tendering Process.

For each of the questions below, the question must be answered in full in the box provided for each question or if there is insufficient space for you to provide a full and comprehensive response, please use a cross-referenced document. Please note that

a lack of appropriate referencing may result in that part of the response being unmarked. Do not embed documents as an object.

Tenderers must ensure that any accompanying documentation is relevant to this ITT and not simply a collection of generic documentation and procedures. Where an accompanying document is to be attached, it is not sufficient to stipulate 'NO' when asked if enclosed. A reason should be provided in each case.

In responding to the questions below, please ensure that you review the DSM System Requirements contained within Annex A.

The DSM System Requirements will be evaluated in against the following three disciplines.

Part 1 - Technology and Solution.

Part 2 - Transition and Implementation

Part 3 - Support and Maintenance Services

The Tenderer shall complete the Response column of the GMCA and TfGM DSM ITT – Annex A Attachment 1 TfGM DSM System Requirements Summary.

SCHEDULE 2 PART 1: TECHNOLOGY AND SOLUTION EVALUATION QUESTIONS

**General**

These Technology and Solution evaluation questions constitute 25% of the overall tender score to be awarded. Please refer to the Table in SECTION 2 TENDERING PROCESS 4.5 Award Stage for the Award Criteria and Weighting of Item in Each Sub-Section.

In responding to the questions, please ensure that you have reviewed the TfGM overall requirements set out in the GMCA and TfGM DSM ITT Annex A -DSM System Requirements Specification.

Review the DSM System Transition which further outlines how the DSM System will be Transitioned, Implemented and users will be Migrated.

Review the Service Principles which outlines the TfGM and Service Operators vision for how the DSM System, including the DSM hardware and back-office system will be maintained and supported.

The Tenderers’ response shall be aligned with the DSM System Requirements and shall clearly indicate what elements of the DSM System Requirements are included and not included in offered solution. Any elements that are not explicitly excluded will be deemed to be included.

**Definitions**

* 1. **The DSM system will include the following:**

The ability to monitor driver standards relating to:

* Acceleration
* Braking
* Speeding
* Cornering (G-force)
* Idling time

**The DSM system required shall also need to include the following:**

* A RAG scoring system for each of the above factors, such that driver standards can be categorised as Green, Amber or Red.
* An in-cab monitor based on the RAG scoring system, thereby enabling the driver to view their performance in real-time.
* The ability to provide the driver with a report at the end of his/her shift showing the RAG ratings for each of the 5 factors detailed in point 1 of this list, along with an overarching RAG rating of Green, Amber, or Red.
* The ability to record the GPS position of the bus, along with the ability to associate the GPS co-ordinates with each of the 5 factors.
* The ability to provide a means of sharing real-time data collected on the bus to a central system as per details below.

**Central system:**

* A central system capable of storing information relating to all buses and drivers within the bus franchise fleet.
* A central system capable of storing the information for a maximum of 24 months.
* A central system capable of providing a dashboard showing real-time and historic views on each of the 5 factors.
* A central system capable of identifying hotspots for each of the 5 factors.
* For each of the 5 factors, the supplier shall provide TfGM with the precise definition of the scoring mechanisms.
* The ability for each operator to view data relating to that franchisee (and only data relating to that franchisee).
* The ability for TfGM to view data relating to all franchisees.

**Reporting:**

* A single combined score, for each of the 5 factors, for each franchise during each TfGM reporting period.
* A detailed explanation of how the single combined score is arrived at. The explanation will include the values attached to any weightings given to each of the 5 factors.
* A single score for each of the 5 factors for each franchise and each route during each TfGM reporting period.
* The ability to report on the 5 factors by date, time, time period, franchise, depot, bus driver ID, location, and route.
* The ability for each operator to report on data relating to that franchise (and only data relating to that franchise).
* The ability for TfGM to report on the data of each franchise, multiple franchises, and multiple routes.
* The ability to report on on-bus device availability for each franchise, for all buses in the TfGM fleet, and for central system availability during each TfGM reporting period.
* The ability for all reports to be exported in all of the following formats: CSV, Excel spreadsheets, XML, and for ad-hoc reports to be produced by TfGM.
* On-bus equipment will have an availability of no less the 99.5%.
* Suppliers will state the *Mean Time Between Failure* (MTBF) of the on-bus device
* The availability of the 5 factors in the central system shall be no less than 99.5%.
* The ability to monitor the correct working (i.e., availability) of each on-bus unit and to indicate when a unit is now working correctly.
* On-bus equipment will be maintained in correct working order, providing correct measurements of the 5 factors.

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**Schedule 2 Part 1 Evaluation Questions Weightings**

The following questions are grouped as questions relating to products and capabilities and weighted as shown below.

| **Question Reference** | **Question** | **Total Weighting** | |
| --- | --- | --- | --- |
| **within each Evaluation Requirement** | **ITT** |
| Schedule 2 Part 1.1 | Device Overview | 10% | 2.5% |
| Schedule 2 Part 1.2 | Scoring Mechanism | 10% | 2.5% |
| Schedule 2 Part 1.3 | Operator Data | 5% | 1.25% |
| Schedule 2 Part 1.4 | RAG Scoring | 10% | 2.5% |
| Schedule 2 Part 1.5 | Data Load Management | 5% | 1.25% |
| Schedule 2 Part 1.6 | Data Recording | 10% | 2.5% |
| Schedule 2 Part 1.7 | Record & Monitoring | 10% | 2.5% |
| Schedule 2 Part 1.8 | Azure Active Directory | 5% | 1.25% |
| Schedule 2 Part 1.9 | Integration | 5% | 1.25% |
| Schedule 2 Part 1.10 | Solution Platform | 5% | 1.25% |
| Schedule 2 Part 1.11 | Encryption Protocols **ls** | 5% | 1.25% |
| Schedule 2 Part 1.12 | Data Standards | 5% | 1.25% |
| Schedule 2 Part 1.13 | RBAC Methodology | 5% | 1.25% |
| Schedule 2 Part 1.14 | Data Storage | 5% | 1.25% |
| Schedule 2 Part 1.15 | System Failures | 5% | 1.25% |
| **Total** | | **100%** | **25%** |

|  |
| --- |
| **Question: Requirements Schedule 2 Part 1.1 – Device Overview** |
| We are requiring your Driver Standards monitoring solution to be able to monitor the below 5 mandatory requirements. Please describe in detail how your solution monitors each of the below factors and in what frequency, and what factors / matrixes are used.  1 , 1.1 The ability to monitor driver standards relating to acceleration  2 , 1.2 The ability to monitor driver standards relating to braking  3 , 1.3 The ability to monitor driver standards relating to speeding  4 , 1.4 The ability to monitor driver standards relating to cornering (G- force)  5 , 1.6 The ability to monitor driver standards relating to idling time  Also if your “DSM” solution monitors other factors please describe in detail what these factors are and how they are relevant to the Solution we require. |

| **Response: Requirement Schedule 2 Part 1.1 - Device Overview** | | | |
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| **Question: Requirements Schedule 2 Part 1.2 -** **Scoring Mechanism** |
| For each of the above in 5 scoring factors for items 1-5 in Schedule 2 Part 1.1, please describe in detail the precise definition of the scoring mechanisms and provide examples of how this will be presented to TfGM |

| **Response: Requirements Schedule 2 Part 1.2 – Scoring Mechanism** | | | |
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| **Question: Requirement Schedule 2 Part 1.3 - Operator Data** |
| The DSM devices are required to have the ability for each Operator to view (only) their data relating to their performance. Please describe in detail how this will be presented and how that information will be made available to that operator and the individual users. |

| **Response: Requirement Schedule 2 Part 1.3 - Operator Data** | | | |
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| **Question: Requirements Schedule 2 Part 1.4 - RAG Scoring** |
| TfGM is requiring a single combined score, for each of the 5 factors in Schedule 2 Part 1.1 for each operator during each TfGM reporting period as will be defined in the contract.  Please provide a detailed explanation of how the single combined score is arrived at. Your explanation will include the values attached to any weightings given to each of the 5 factors mentioned in question Schedule 2 Part 1.1. |

| **Response: Requirement Schedule 2 Part 1.4 - RAG Scoring** | | | |
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| **Question: Requirement Schedule 2 Part 1.5 – Data Load Management** |
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| How does your system automatically scale to handle increase/decrease in users/load?  Please describe to us how the system detects and completes this activity of automatically scaling up or reduction in load requirements. |

| **Response: Requirement Schedule 2 Part 1.5 – Data Load Management** | | | |
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| **Question: Requirement Schedule 2 Part 1.6 - Data Recording** |
| TfGM require a central system capable of storing information relating to all buses and drivers within their fleet. Please describe how you will meet the below 2 examples:-  1. A central system capable of storing the information for a maximum of 24 months.  2. A central system capable of identifying hotspots for each of the 5 factors. |

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| **Response: Requirement Schedule 2 Part 1.6 – Data Recording** | | | |
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| **Question: Requirement Schedule 2 Part 1.7 - Record & Monitoring** |
| Please describe how the DSM system will be able to capture the below events and please provide examples from a monitoring system you have in place of how these will be presented and illustrated to the various TfGM stakeholders.  • System Interactions  • User Interactions  • Log Files  • Errors  • Access to Personally Identifiable Information |

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| **Response: Requirement Schedule 2 Part 1.7 - Record & Monitoring** | | | |
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| **Question: Requirement Schedule 2 Part 1.8 - Azure Active Directory** |
| How does your solution authenticate with SAML v2 or Oauth 2 and link with a Azure Active Directory to ensure the Active Directory groups control user authentication is in place at all times. |

| **Response: Requirement Schedule 2 Part 1.8 – Azure Active Directory** | | | |
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| **Question: Requirement Schedule 2 Part 1.9 - Integration** |
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| The DSM system should integrate with the Ticketer AVL system in operation with TfGM and its operators  Please describe how this will be implemented and what data will be exchanged. |
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| **Response: Requirement Schedule 2 Part 1.9 – Integration** | | | |
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| **Question: Requirement Schedule 2 Part 1.10 - Solution Platform** |
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| Please describe how your solutions will meet the below requirements using a SaaS based technical solution:-   1. A Cloud hosting system (Vendor to provide) 2. A 3rd Party Data Centre (vendor to provide) |

| **Response: Requirement Schedule 2 Part 1.10 – Solution Platform** | | | |
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| **Question: Requirement Schedule 2 Part 1.11 - Encryption Protocols** |
| Please describe your system’s compliance with the below requirements  \* Protocol TLS v1.2  \* Authentication: SHA256  \* Encryption: AES128, or equivalent / improved standards.  Please describe in detail your certification for the above requirements and any additional protocols you have which are relevant to this project. |

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| **Response: Requirement Schedule 2 Part 1.11 - Encryption Protocols** | | | |
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| **Question: Requirement Schedule 2 Part 1.12 - Data Standards** |
| Is your system compliant with data standards at rest encrypted with the below data standard requirements:-  \*TDE  \* AES256  \*3DES or equivalent / improved (Please detail). |

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| **Response: Requirement Schedule 2 Part 1.12 - Data Standards** | | | |
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| **Question: Requirement Schedule 2 Part 1.13 - RBAC Methodology** |
| Please detail how your application supports RBAC function or equivalent methodology in order to restrict data to only persons who need access to that data. And what measures does your software have in place to ensure this requirement. |

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| **Response: Requirement Schedule 2 Part 1.13 - RBAC Methodology** | | | |
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| **Question: Requirement Schedule 2 Part 1.14 - Data Storage** |
| Please describe where you will store all data within the system for this contract, TfGM prefer all data to be stored in the UK, although the EU shall also be acceptable. This shall include backups of the platform and data, whether soft or hard. |

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| **Response: Requirement Schedule 2 Part 1.14 – Data Storage** | | | |
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| **Question: Requirement Schedule 2 Part 1.15 - System Failures** |
| In the event of a systems failure, please provide details of your RTO (recovery time objective) and your RPO (recovery point objective). |

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| **Response: Requirement Schedule 2 Part 1.15 - System Failures** | | | |
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SCHEDULE 2 PART 2: TRANSITION AND IMPLEMENTATION EVALUATION QUESTIONS

**General**

The Transition and Implementation requirements constitute **20%** of the overall tender score to be awarded.

In responding to the questions below, please ensure that you have reviewed the:

* DSM System Requirements Specification, Annex A of this ITT;
* DSM System Architecture which further outlines TfGM vision for how the DSM System will be used.
* Service Principles which outline the TfGM and Service Operators vision for how the DSM system will be maintained and supported.

Use the volumetric information in the Volumes and Site List document to ensure correct sizing of your solution.

Refer the Driver Monitor Standards System Implementation Project Indicative Time Frame in Annex A – DSM System Requirements Specification

**Schedule 2 Part 2 Evaluation Questions Weightings**

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| **Question Reference** | **Question** | **Total Weighting** | |
| **within Transition Requirements** | **ITT** |
| Schedule 2 Part 2.1 | Requirements | 15% | 3% |
| Schedule 2 Part 2.2 | DSM System Installation | 10% | 2% |
| Schedule 2 Part 2.3 | Types of Vehicles | 5% | 1% |
| Schedule 2 Part 2.4 | Phased Installation | 5% | 1% |
| Schedule 2 Part 2.5 | Installation & Commissioning | 20% | 4% |
| Schedule 2 Part 2.6 | Co-Operation | 5% | 1% |
| Schedule 2 Part 2.7 | Installation Approach | 10% | 2% |
| Schedule 2 Part 2.8 | Build Diagrams | 5% | 1% |
| Schedule 2 Part 2.9 | Commissioning | 10% | 2% |
| Schedule 2 Part 2.10 | Implementation Resource | 10% | 2% |
| Schedule 2 Part 2.11 | Training | 5% | 1% |
|  | **Total** | **100%** | **20%** |

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| **Question: Requirements Schedule 2 Part 2.1 – Requirements** |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | |  | | --- | | Please describe how you will deliver a project of this size taking in to account our technical requirements and time frame listed below.  TfGM will be delivering this project over 3 tranches of Franchising | | * Tranche 1 day 1 23/09/2023 - circa 150 installed and live by day 1 & circa 240 to be installed post day 1 for retro-fit. | | * Tranche 2 day 1 31/03/2024 - TBD installed and live by day 1 & TBD to be installed post day 1 for retro-fit | | * Tranche 3 day 1 12/01/2025 - TBD installed and live by day 1 & TBD to be installed post day 1 for retro-fit   The total number of vehicles across all 3 tranches will be circa 1950 units  The Tenderer shall describe their Transition and Implementation approach for this requirements, Annex A of the ITT for the GMCA and TfGM DSM System as per the timescales as set out in the Outline Transition Plan.  The response from the Tenderer shall provide detailed information about the overall Transition plan, which should be broken down into key phases including:   * deliverables, key milestones (aligned with the pricing matrix) and timescales for each activity within each phase; * success criteria for each transition phase; * any dependencies and obligations on TfGM and Service Operators; * Roles and Responsibilities of the Tenderer, TfGM and Service Operators across all deliverable; * approach to managing Risks and Issues as they arise; * approach and process for management of change; * activities required in relation to cessation or transfer of existing radio platform services. | | |  | |  | |  | |

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| **Response: Requirement Schedule 2 Part 2.1 - Requirements** | | | |
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| **Question: Requirements Schedule 2 Part 2.2 – DSM Installation** |
| TfGM require a number of DSM systems to be installed and operational for Tranche 1, day 1 is approx. 150 buses +/- 20%.  Please provide details with a previous installation schedule you have successfully implemented within the past 3 years. Please include a detailed timeline for the installation. |

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| **Response: Requirement Schedule 2 Part 2.2 – DSM Installation** | | | |
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| **Question: Requirements Schedule 2 Part 2.3 – Bus Types** |
| Please describe any constraints and limitations in the supply and installation of DSM for the following vehicles:   1. New Zero Emission Buses (ZEB) 2. Operator provided buses which may be new or used 3. Residual fleet provided by existing operators which will be used vehicles |

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| **Response: Requirement Schedule 2 Part 2.3 – Types of Vehicles** | | | |
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| **Question: Requirements Schedule 2 Part 2.4 – Phased Installation** |
| Please confirm that you understand and accept a two-phase approach in the event described in Schedule 2 Part 2.4 and describe any constraints and limitations.  Where possible DSM installation and commissioning for Tranche 1 will take place during the mobilisation phase of Bus Franchising in advance of Day 1. However, in some cases this may not be possible, where for example the buses are in use by a Bus Operator providing a Pre-Bus Franchising service up until the evening of Day 1. In these cases, the installation of on-bus equipment will probably take place in two phases:  a. Phase 1 will take place prior to Day 1 and will involve preparing the bus to the maximum possible extent. Phase 1 will be undertaken in such a way as to avoid affecting the performance of any existing DSM equipment in any way.  b. Phase 2 will involve the deployment of the DSM equipment and its commissioning.  The installation and commissioning schedules for Tranches 2 and 3 will be agreed at a later time and shall incorporate the lessons learned from the Tranche 1 exercise. |

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| **Response: Requirement Schedule 2 Part 2.4 – Tranche 1 Delivery** | | | |
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| **Question: Requirements Schedule 2 Part 2.5 – Installation & Commissioning** |
| Please confirm that you shall be wholly responsible for the installation and commissioning of the equipment and the supplies, including the provision of all ancillary equipment and supplies such as cabling, fitments and similar fixtures needed to ensure installation is carried out in a professional and efficient manner, and in adherence to relevant safety and industry standards.  Please describe any constraints and limitations to meet this requirement. |

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| **Response: Requirement Schedule 2 Part 2.5 – Installation & Commissioning** | | | |
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| **Question: Requirements Schedule 2 Part 2.6 – Co-Operation** |
| Please describe how you will co-operate with other installers preparing vehicles in readiness for Day 1, ensuring that timeframes are met and quality assured. |

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| **Response: Requirement Schedule 2 Part 2.6 – Co-Operation** | | | |
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| **Question: Requirements Schedule 2 Part 2.7 – Installation Approach** |
| Please describe your proposed overall approach to the installation and commissioning, (inclusive of qualified and trained staff, company policies and right to work), for all on-bus elements. |

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| **Response: Requirement Schedule 2 Part 2.7 – Installation Approach** | | | |
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| **Question: Requirements Schedule 2 Part 2.8 - Build Diagrams** |
| Please confirm that you will provide bus build diagrams and method statements for each bus type and variant of bus that shall be reviewed and be subject to approval by GMCA & TfGM and optionally by the Bus Operator.  Please provide details of what formats these will be presented to TfGM. |

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| **Response: Requirement Schedule 2 Part 2.8 – Build Diagrams** | | | |
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| **Question: Requirements Schedule 2 Part 2.9 – Commissioning** | | | |
| Please confirm that you will produce and report back to TfGM commissioning documents which shall list all the checks and validations needed to demonstrate that all of its on-bus DSM equipment is in full working order on an installed vehicle, with an up-to-date set of data inputs, and ready for service.  Please provide details of what formats these will be presented to TfGM | | | |

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| **Response: Requirement Schedule 2 Part 2.9 – Commissioning** | | | |
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| **Question: Requirements Schedule 2 Part 2.10 – Implementation Resource** |
| Please describe how you will resource the implementation of this requirement given the scale of each tranche. Please include an organogram for each tranche |

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| **Response: Requirement Schedule 2 Part 2.10 – Implementation Resource** | | | |
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| **Question: Requirements Schedule 2 Part 2.11 – Training** |
| Please describe how you intend to provide the user training for all staff and how this will be delivered.  Your response should cover Super users, intended go live users including bus operators, training methodology, materials, duration, support and not limited to report production, rule changes and fault reporting and resolution. |

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| **Response: Requirement Schedule 2 Part 2.11 – Training** | | | |
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**SCHEDULE 2 PART 3: SUPPORT AND MAINTENANCE SERVICES EVALUATION QUESTIONS**

**General**

The Transition and Implementation requirements constitute 10**%** of the overall tender score to be awarded.

In responding to the questions below, please ensure that you have reviewed

* the GMCA and TfGM DSM ITT - Annex A DSM system Requirements Specification and the GMCA and TfGM DSM ITT – Annex A Attachment 5 DSM System SLA.
* mandatory compliance requirements for working in vehicles detailed in GMCA and TfGM DSM ITT Annex A Attachment 6: TfGM Procedures and Management Systems, with special attention drawn to the following.

**Evaluation Questions Weightings**

The following questions are grouped as Service Management Model 1, Model 2 and Common areas and weighted as shown below:

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| **Question Reference** | **Evaluation Areas** | **Total Weighting** | |
| **within Service Management Requirements** | **ITT** |
| Schedule 2 Part 3.1 | Monitoring on-bus Units | 5% | 0.50% |
| Schedule 2 Part 3.2 | Accident Investigations | 5% | 0.50% |
| Schedule 2 Part 3.3 | Reporting | 10% | 1.0% |
| Schedule 2 Part 3.4 | Governance | 5% | 0.50% |
| Schedule 2 Part 3.5 | Users | 10% | 1.0% |
| Schedule 2 Part 3.6 | Equipment Availability | 15% | 1.50% |
| Schedule 2 Part 3.7 | Mean Time Between Failures | 5% | 0.50% |
| Schedule 2 Part 3.8 | Performance Metrics | 10% | 1.0% |
| Schedule 2 Part 3.9 | DSM Unit Status | 10% | 1.0% |
| Schedule 2 Part 3.10 | Driver Access to Metrics | 10% | 1.0% |
| Schedule 2 Part 3.11 | Help Desk Hours | 5% | 0.50% |
| Schedule 2 Part 3.12 | Spares | 10% | 1.0% |
|  | **Total** | **100%** | **10%** |

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| **Question: Requirement Schedule 2 Part 3.1 -** **Monitoring on-bus Units** |
| Does your service have the ability to monitor the correct working (i.e., availability) of each on-bus unit and to indicate when a unit is not working correctly?  Please briefly describe how this will be detected and identified to the user. |

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| **Response: Requirement Schedule 2 Part 3.1 – Monitoring on-bus Units** | | | |
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| **Question: Requirement Schedule 2 Part 3.2 -** **Accident Investigations** |
| Does your system have the ability to export and save a specific set of data for accident investigation and sharing with others?  Please briefly describe how this is achieved and what export formats are supported. E.g., PDF, CSV |

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| **Response: Requirement Schedule 2 Part 3.2 -** **Accident Investigations** | | | |
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| **Question: Requirement Schedule 2 Part 3.3 - Reporting** |
| Can the supplier provide a monthly service report to TfGM, clearly stating the availability of on-bus devices, central system availability, on-bus device faults, central system faults, and any other issues/risks?  Please described how this is achieved. |

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| **Response: Requirement Schedule 2 Part 3.3 - Reporting** | | | |
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| **Question: Requirement Schedule 2 Part 3.4 - Governance** |
| Please describe the governance of your proposal and how will this be resourced. Please indicate if you will provide TfGm with an account manager who will be able to attend monthly service management meetings with TfGM, at which the monthly service report will be presented. Please provide examples of these. |

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| **Response: Requirement Schedule 2 Part 3.4 - Governance** | | | |
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| **Question: Requirements Schedule 2 Part 3.5 - Users** |
| Please detail how you can support the estimated number of potential users shown below and the number of concurrent users.   * Admin staff – 2 * Bus Drivers - 5,000+ * Bus Operators – 300 * TfGM - 100"c |

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| **Response: Requirements Schedule 2 Part 3.5 - Users** | | | |
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| Question: Requirements Schedule 2 Part 3.6 - Equipment Availability |
| Please describe how service availability can meet a minimum of 99.5% uptime 365 days per year and how your company ensures this level of availability.  Please describe and provide details of how you will ensure that you can meet these minimum requirements, backed up with supporting evidence and experience.  Downtime should not be during operational hours. |

**Social Value**

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| **Response: Requirement Schedule 2 Part 3.6 - On-Bus Equipment Avialability** | | | |
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| **Question: Requirements Schedule 2 Part 3.7 - Mean Time Between Failure** |
| Please detail the Mean Time Between Failure (MTBF) reliability figures in live service.  Please also describe how you manage issues that fall outside of the MTBF and provide details of how this will be presented. |

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| **Response: Requirement Schedule 2 Part 3.7 - Mean Time Between Failure** | | | |
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| **Question: Requirements Schedule 2 Part 3.8 - Performance Metrics** |
| Please describe and provide examples of how you intend to provide TfGM with managed performance metrics against multiple factors such as operator, service, schedule, journey, driver, location, bus, period of time etc. E.g.; how are these accessed and displayed? |

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| **Response: Requirement Schedule 2 Part 3.8 - Performance Metrics** | | | |
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| **Question: Requirements Schedule 2 Part 3.9 - DSM Unit Status** |
| Please describe how you view the status of the on-bus DSM units to ensure they are operational or not. Please include the refresh rate and how this information is displayed and what/how faults are reported/highlighted. |

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| **Response: Requirement Schedule 2 Part 3.9 - DSM Unit Status** | | | |
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| **Question: Requirements Schedule 2 Part 3.10 - Driver Access to Metrics** |
| Please describe how each driver can view their own performance metrics and how this is controlled and displayed to them, detailing all limitations and constraints. |

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| **Response: Requirement Schedule 2 Part 3.10 - Driver Access to Metrics** | | | |
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| **Question: Requirements Schedule 2 Part 3.11 - Help Desk Hours** |
| TfGM require a help desk from Monday to Friday, between the hours of 07.00-18.00 for TfGM and operations staff, please describe how you intend to manage this requirement (methods of access), including SLA’s and ease of use for staff access inclusive of any limitations and constraints. |

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| **Response: Requirement Schedule 2 Part 3.11 - Help Desk Hours** | | | |
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| **Question: Requirements Schedule 2 Part 3.12 - Spares** |
| Please describe in detail how sufficient spares could be held at depots to allow defective on-bus devices to be replaced at short notice.  Your response must include details of how spares will be managed, including minimum stock levels and how and where they will be stored.  Your response must also include details of how a defective on-bus devices can be replaced (e.g. can easily swapped with a spare device by an operator), detailing all limitations and constraints |

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| **Response: Requirement Schedule 2 Part 3.12 - Spares** | | | |
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**Social Value**

Please refer to Schedule 4 and the associated Appendix A for the Social Value requirements.

SCHEDULE 3 – COMMERCIAL REQUIREMENTS - PRICING MATRIX

Only those Tenderers who achieve a 'PASS' score in every section of Schedule 1 will have their Commercial Requirements – Pricing Matrix responses evaluated.

The Commercial Requirements constitute 30% of the overall tender score to be awarded.

In responding to the Commercial Requirements – Pricing Matrix, please ensure that you:

1. reviewed the DSM system Requirements Specification, Annex A of the ITT for the GMCA and TfGM DSM System and respond in terms of design, supply, build, maintain and support of the DSM System;
2. reviewed and included the resources required to achieve compliance with the mandatory requirements for , both sites and vehicles detailed in GMCA and TfGM DSM ITT.
3. reviewed the Pricing Matrix which includes tabs for breaking down the cost of the AVA System Transition and Operational costs;
4. used the volumetric information to ensure correct sizing of the commercial responses;
5. included the ARLI Log (Assumptions, Risks, Limitations and Issues); and

The Tenderer should note that a high standard of delivery of the contract is expected and therefore the contractor will be expected to provide resources sufficient to achieve the standards at all times.

All costs in responding to this tender must be borne by the Tenderer.

Commercial Requirements

Rates / Prices

Tenderers are invited to tender all whole life costs associated with undertaking both stages of the project, full Implementation and Ongoing Support and Maintenance, as detailed in the DSM Requirements Specification, Annex A of the ITT for the GMCA and TfGM DSM System.

See GMCA and TfGM ITT for DSM System - Schedule 3 Pricing Matrix V1.0.

* 1. Transition Charges

The Tenderer shall align the Transition charges in the Pricing matrix with the project plan and the activities undertaken.

The Tenderer shall populate the Transition tab of the Pricing matrix with the Tenderer’s proposed milestones, deliverables, dates, and percentage milestone payment.

The Tenderer, for each milestone in the Pricing Matrix, shall describe the proposed method for:

* providing evidence to confirm delivery of a milestone; and
* managing slippages against proposed milestones.
  1. Transparency

The Tenderer shall ensure that there is full cost transparency for all aspects of the service throughout the lifetime of the contract for fixed and variable costs.

The Tenderer shall:

* populate the Tenderer’s Components Rate Card and Resources Rate Card prices in the Pricing Matrix;
* align the charges in the Pricing Matrix with the Tenderer’s Components Rate Card and Resources Rate Card so that the service scope and deliverables of all charges are clearly defined, and flex of the services can be modelled;
* ensure there are no charges which do not have a corresponding service scope/deliverable;
* ensure that the Operational Run Costs tab in the Pricing Matrix are completed to show any fixed price elements and unit pricing with volumes for any variable price elements; and
* ensure completion all sections of the Pricing Matrix.
  1. Price Optimisation

The Tenderer, within the Pricing Matrix shall identify:

* the products and services qualify for volume and/or term-based discounts;
* any minimum volumes commitment.

The Tenderer shall ensure transparency on which volumes, price bands, and/or term related discounts have been used to produce the overall Summary TCO pricing within the Pricing Matrix. Where possible link the Summary TCO tab to formula from other tabs.

* 1. Future Projects and Services Cost

The Tenderer shall note that GMCA and TfGM throughout the lifetime of the Contract intends to:

* purchase additional DSM equipment. The Tenderer shall accept cost of components and resources required for future works shall be based on the Components Rate Card and the Resources Rate Card of the Pricing Matrix.

|  |  |  |
| --- | --- | --- |
| **Future Projects & Services Cost**  By ticking 'Yes', you are confirming that any future Projects and Services cost will be based on the Components Rate Card and the Resources Rate Card included in the Pricing Matrix. | **Yes** | **No** |

* 1. Additional Charges

Tenderers must confirm that no additional charges over and above those contained in the Schedule 3 Pricing Matrix above will be levied by the Tenderer to GMCA and TfGM in connection with the specific project under this contract.

Please tick the appropriate box.

|  |  |  |
| --- | --- | --- |
| **ALL CHARGES INCLUDED IN THE PRICING SCHEDULE?**  By ticking 'Yes', you are confirming that no additional charges are to be levied | **Yes** | **No** |

* 1. VAT

Tenderer must confirm that all prices are exclusive of VAT.

Please tick the appropriate box.

|  |  |  |
| --- | --- | --- |
| **ALL PRICES ARE EXCLUSIVE OF VAT?** | **Yes** | **No** |

* 1. Due Diligence

The Tenderer shall clearly describe any Due Diligence required to be undertaken before/during the Transition phase.

The Tenderer shall include the charges for Due Diligence in the Pricing Matrix.

Reference the tab/sections in the Pricing Matrix here.

Please tick the appropriate box.

|  |  |  |
| --- | --- | --- |
| **ALL CHARGES INCLUDED IN THE PRICING SCHEDULE?**  By ticking 'Yes', you are confirming that Due Diligence would be undertaken before/during the Transition phase and the cost is included in the Pricing Matrix. | **Yes** | **No** |

* 1. Assumptions, Risks, Limitations or Issues (ARLI) Log

The Tenderer shall include their ARLI log in their response.

This ARLI log shall contain assumptions, risks, limitations or issues which are material to the Tenderer’s detailed solution proposal, where the Tenderer cannot reasonably verify at this stage of the tender.

Assumptions, Risks, Limitations or Issues

Please tick the appropriate box.

|  |  |  |
| --- | --- | --- |
| **ALL CHARGES INCLUDED IN THE PRICING SCHEDULE?**  By ticking 'Yes', you are confirming that ARLI log has been included in the tender response. | **Yes** | **No** |

SCHEDULE 4 – SOCIAL VALUE REQUIREMENTS AND EVALUATION

**Evaluation of Social Value Requirement – Information for Tenderers**

**Introduction**

This Section sets out the methodology that TfGM & GMCA will follow to evaluate Social Value offers from Tenderers as part of this procurement. **Please note that it is essential that tenderers watch the ‘Dos and Don'ts’ and ‘how to bid and use the Social Value Calculator’ videos, which represents best practice for completing a Social Value submission, before submitting their Social Value proposal.**

This can be found here:

<https://support.socialvalueportal.com/hc/en-gb/articles/4418109087249-dos-and-don-ts>

And here: <https://support.socialvalueportal.com/hc/en-gb/articles/4402368311953-video-how-to-bid-and-use-the-Social-Value-Calculator>

Please note that you must have a Social Value Portal account before you will be able to access this. More information on registering on the Social Value Portal can be found in the ‘[Completing your Social Value Submission’](#_Completing_your_Social) section of this document.

**Social Value Response - Overview**

GMCA & TfGM is committed to a performance and evidence-based approach to Social Value. Based on the National Themes, Outcomes and Measures (“TOMs”) developed by the Social Value Portal, tenderers are required to propose credible targets against which performance (for the successful tenderer) will be monitored. The social value measurement framework used in this procurement exercise has been tailored to reflect the specific needs of TfGM using the National TOMs, and tenderers will be able to access it after registering on the Social Value Portal.

Please note that GMCA & TfGM GMCA is not being prescriptive as to which TOMs measures are being sought from Tenderers by way of Social Value proposals. Tenderers are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for Tenderers will be to demonstrate the ability to deliver against the commitments made.

**Social Value Bid Requirements**

**Important notes**

1. Tenderers’ social value proposals should relate to what will be delivered directly as a result of this contract only. Social value or corporate social responsibility initiatives being delivered as business as usual and/or outside of this contract must not be included in a tenderers’ social value proposal.
2. The core requirements of the contract cannot be included within social value targets – social value targets must go above and beyond what a tenderer is contracted and paid to deliver.
3. Care must be taken by tenderer to ensure the target levels they set align with the duration of the contract. Some target units are annualised (notably Full-Time Equivalents (“FTE”)), so for these measures contract durations of less than one year will require a fraction of a full FTE, while contract durations of longer than one year will require a multiple of a full FTE. Please check the guidance for further information.
4. Targets must be provided for the total duration of the contract, but for the ***initial term*** of the contract only – i.e., not including any potential extension periods. For example, if the contract you are tendering for has an initial term of 2-years with a potential extension of period of a further year (2+1), you should set your targets against the initial 2-year duration.
5. It is important that tenderers are genuine and confident in their ability to deliver social value proposals made, as TfGM will contractualise these commitments with the successful tenderer which will then be monitored and reported on periodically.
6. The tenderer’s ability to deliver its social value targets will be evaluated as part of the submission, based on the supporting evidence provided by the tenderers. Where evidence provided is deemed to be inadequate, targets set by tenderers may be discounted.
7. Unless specified in the measure text or supporting guidance, targets should only relate to the social value that will be delivered directly by the tenderer. In other words, social value delivery unlocked through wider supply chains should not be included unless this is explicitly permitted. This is in order to ensure a level playing field and reflects the likelihood that at the tender stage, supply chains may not be fully contractualised.

Tenderers are required to complete the following as part of their tender:

**A** A quantified social value proposal (see ‘[**Quantitative Social Value Proposal**](#_Quantitative_Assessment:)**’** below); and

**B** Evidence describing the tenderer’s overall approach to social value delivery for the contract and an explanation of how the social value being offered will be delivered against each of the measures offered (see ‘[**Qualitative Social Value Proposal**](#_Qualitative_Assessment:)**’** below).

## **Quantitative Social Value Proposal**

Tenderers will be provided with online access to a page (the “Social Value Calculator”’) on the Social Value Portal with the National TOMs that TfGM is using for this project. Tenderers are required to complete and submit a response through the Social Value Calculator on the Social Value Portal before the deadline set for tender submissions. The completed Social Value Calculator will form the basis of the quantitative element of the social value submission.

For assistance with calculating targets for certain measures tenderers should use the Unit Toolkit on the Social Value Portal which includes, but is not limited to:

* Employment Measures: Full Time Equivalents (FTE)
* Supporting people into work and staff wellbeing: No. hrs \* attendees
* Apprenticeship and training opportunities: no. weeks
* Community initiatives and innovation measures: £ invested including staff time

The Unit Toolkit is available through the Social Value Calculator, Tenderers are required to complete the following as part of their tender: <https://socialvalueportal--c.um5.visual.force.com/apex/unittoolkit>

**How ‘local’ is defined for the tender**

Tenderers must ensure that their proposals meet TfGM’s definition of ‘Local’. Local Economic Value targets in the Social Value Calculator must be deliverable in the local area as defined by TfGM.

Local Economic Value targets are covered by the following measures:

* Local employment: NT1/NT1b/NT1c and
* Local supply chain spends (NT18/NT19)

Option 1 - For TfGM, ‘local’ is defined as being within the Greater Manchester boundary area under any of the 10 district local authorities.

For other measures in the Social Value Calculator that do not refer to ‘local’ within the measure description (i.e., not NT1/NT1b/NT1c or NT18/NT19), targets can be delivered outside the Greater Manchester boundary area, but TfGM has a strong preference for delivery of Social Value targets locally.

once you have registered for the project, here:

[https://socialvalueportal.force.com/s/supplierregistration?svpprojectid=8e0-0000-1GChM](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsocialvalueportal.force.com%2Fs%2Fsupplierregistration%3Fsvpprojectid%3D8e0-0000-1GChM&data=05%7C01%7Csimon.jackson-brown%40tfgm.com%7Ce4306130ccbe4bf0709508dad8f930de%7C3b120540dd5f47a8b26adef83679e8a0%7C0%7C0%7C638060862360047546%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000%7C%7C%7C&sdata=rky9gPMhqyDK9XKMWlxR9vKpuY3i3UF0gqt4TakGGBo%3D&reserved=0)

**Local Jobs and TUPE transfers**

Tenderers must take care to ensure that the targets they set for local jobs are consistent with TfGM’s requirements and calculated correctly based on FTEs. In addition, the tenderer should note the following:

Tenderers should record new and existing local jobs that are created or sustained directly as a result of this contract only

**Contract Value**

As part of their submission, tenderers are required to input an estimate of the contract value for the full initial contract period, on the Social Value Portal. This will not be evaluated as part of the social value element of the tender but provides a useful sense check for tenderers and TfGM as to whether social value proposals are proportionate to the contract. The figure entered must be consistent with the tenderers’ priced proposal and with TfGM’s instructions regarding the scope of the contract, including its duration

**Qualitative Social Value Proposal**

Tenderers must provide evidence against each Social Value commitment to explain how each commitment will be delivered.

The tenderers’ Qualitative Social Value Proposal will consist of the following:

### **Description/evidence box**

Tenderers must accompany input target figures for specific Social Value measures with a rationale for each Social Value proposal in the description/evidence box in the Social Value Calculator which demonstrates that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the tenderer or through its supply chain.

**Please note the description field on the Social Value Portal has a limit of 255 characters; however, tenderers can attach additional supporting information if required. Any additional supporting documents should be no longer than one side of A4.**

### **Delivery Plan**

The aim of the delivery plan is to enable evaluators to determine whether tenderers are properly resourcing, managing and are capable of delivering their Social Value submission. The delivery plan should elaborate on the following:

* The name of the person who will be responsible for delivery of the Social Value submission made by your company, details of how social value delivery will be managed in the organisation and resources that will be deployed.
* Tenderers should provide clear evidence that they can identify, source, deliver and report on each target set.
* Tenderers should include the timeline for delivering the social value submission.
* What are your internal processes in the event that something goes wrong; i.e., how will any non-delivery of offers made, or poor quality be escalated internally and addressed.
* Details of processes for engagement and collaboration with relevant local stakeholders, including Voluntary Community and Social Enterprises (VCSEs) in the delivery of Social Value, identifying key stakeholders needed to support the plan and setting out detailed plans for the early phases on engagement.

### **Non-compliant proposals**

Please note that if a tenderer either:

1. Makes quantitative proposals (by setting targets in the Social Value Calculator) but fails to provide any supporting evidence in the relevant evidence/description boxes on the Social Value Calculator about how these proposals will be delivered;

**OR**

1. Makes a qualitative submission (i.e. by entering information in the evidence/description boxes on the Social Value Calculator but does not make any actual quantitative proposals by setting targets in the Social Value Calculator, then

GMCA & TfGM reserves the right to treat both the tenderer's quantitative and qualitative scores as non-compliant and will be scored 0 (zero).

**Measures with no Proxy Value (Measures with a proxy value of £0.00)**

Tenderers should note that any measures in the TOMs calculator that do not have a proxy value are for recording purposes only and will not contribute to the quantitative or qualitative evaluation of this tender. These measures are included in the tender as TfGM may request the successful tenderer to report on progress against these measures during the contract term.

# **Completing your Social Value Submission**

The social value bid submission must be made via the Social Value Portal. You should use the link below to register for the tender regardless of whether you already have Social Value Portal login credentials or not.

|  |  |
| --- | --- |
| Name of Project: | Driver Standards Monitoring system |
| Reference: | QQ92642 |
| Registration Link : | [https://socialvalueportal.force.com/s/supplierregistration?svpprojectid=8e0-0000-1GChM](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsocialvalueportal.force.com%2Fs%2Fsupplierregistration%3Fsvpprojectid%3D8e0-0000-1GChM&data=05%7C01%7Csimon.jackson-brown%40tfgm.com%7Ce4306130ccbe4bf0709508dad8f930de%7C3b120540dd5f47a8b26adef83679e8a0%7C0%7C0%7C638060862360047546%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000%7C%7C%7C&sdata=rky9gPMhqyDK9XKMWlxR9vKpuY3i3UF0gqt4TakGGBo%3D&reserved=0) |

Once you have completed your registration, you will receive an email to confirm that you have successfully registered for the tender. The email will include:

* A username, typically in the following format: [firstname.lastname@socialvalueportal.com](mailto:firstname.lastname@socialvalueportal.com)
* A password link which expires within 48 hours of being sent

**Please note:**

1. If there are any errors or missing pieces of information, you will not be able to register, and a system message will be displayed. For any technical assistance, please email: [support@socialvalueportal.com](mailto:support@socialvalueportal.com)
2. To reset your password, please use the following link: [Forgot Your Password](https://socialvalueportal.force.com/secur/forgotpassword.jsp?orgId=00D28000000L57N)
3. Please allow at least one working day to receive your login credentials and check the email has not been moved to your spam/junk mail folder

Remember that completing your Social Value submission will require time and preparation, including specific quantified measures with supporting qualitative submissions as required.

Your Social Value response/submission must be undertaken online via the Portal. You can save your work and repeatedly return to progress your submission, but it is not possible to download the content to work on it offline and then reupload.

The deadline for making your final submission through the Portal is the same as the tender deadline. No extensions will be made to deadlines due to any tenderer being unfamiliar with the Social Value Portal or allowing insufficient time for uploading and submitting their social value documents.

Please ensure that you click ‘Confirm Submission’ after completing your submission before the tender submission deadline. Please allow plenty of time before the deadline; last minute submissions risk not being accepted if there is a lag in the upload.

Any queries/clarifications regarding the Social Value criteria or tender requirements must be directed via TfGM’s E-Tendering portal “Pro-Contract” through the messaging function.

For any technical support with the Social Value Portal, please email [support@socialvalueportal.com](mailto:support@socialvalueportal.com) . The Social Value Portal support team are available between 09:00 and 17:00, Monday to Friday. Please allow **one working day** for responses.

Once you have registered and logged into the Social Value Portal, you will also have access to the Social Value Portal support site which includes a series of articles on using the Social Value Portal. You can access the support site once you have registered and [logged into](https://socialvalueportal.force.com/SiteLoginLWC?utm_source=newsletter&utm_medium=email&utm_campaign=Zendesk_launch%22%20t%20%22_blank) the Social Value Portal via the ‘Support’ button at the bottom left-hand side of the Social Value Portal.

# **Evaluation of Social Value Submissions made by tenderers**

The Social Value score has been allocated a maximum of 5% of the overall quality/price matrix for this tender, which will be evaluated using sub-weightings on the following basis:

|  |  |  |
| --- | --- | --- |
|  | **Social Value Sub-Weighting** | **Share of overall quality / price matrix** |
| Social Value Quantitative submission | 30% | 3% |
| Social Value Qualitative submission (Evidence of delivery [plus a delivery plan]) | 70% | 2% |
| **Total Social Value score** | 100% | 5% |

## **Quantitative Assessment:**

The quantitative score will be calculated using the formula below.

The tenderer submitting the highest aggregate target value (after any discounting made as a result of the evaluation) in their Social Value proposal will be scored the maximum available score for the quantitative element of the Social Value scoring, subject to satisfactory evidence being provided to support the proposal.

All other tenderers will be scored in relation to the highest Social Value submission as follows: -

The qualitative Social Value sub-weighted score will be calculated as follows:

.

\*As evaluated using the qualitative scoring matrix set out in the ITT.

**Worked Example:**

If the SV Qualitative sub-weighting is 6%:

Where Tenderer X’s qualitative social value submission is evaluated at 100%, they receive the maximum 6% available (100/100\*6).

Where Tenderer Y’s qualitative social value is evaluated at 50%, they score 3% (50/100 \*6)

Where Tenderer Z’s quantitative social value submission was third highest at £40,000, they score 0.8% (£40k/£100k x 2%)

Tenderers must note that the information that they submit in the description/evidence box and delivery plan on the Social Value Calculator will be used in evaluation to verify the quantitative targets submitted and to ensure they meet the parameters set out below.

## **Qualitative Assessment:**

The evidence and, as appropriate, the delivery plan information provided about how Social Value offers made will be delivered (Qualitative evidence) will be evaluated using the scoring methodology set out in Table A below. The assessment will be based on an overall assessment of the quality of the proposal, including the tenderer’s capacity to deliver Social Value offers made, based on the evidence provided by the tenderer. Please note any information provided through clarifications that was not part of the original submission will not impact the qualitative scoring.

## **Table A Qualitative Evaluation Scoring Methodology**

|  |  |
| --- | --- |
| Responses to the Social Value qualitative section will be evaluated using the following scoring profile: | |
| Score | Classification |
| 100% | Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirements and provides comprehensive and clear details of how social value offers made will be delivered. The response provides a high level of certainty that the tenderer will deliver their social value commitments. |
| 75% | Good - Response is relevant and good. The response addresses all requirements and is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled but includes some ambiguity or minor inconsistencies as to how social value offers made will be delivered. The response provides some confidence that the tenderer will deliver their social value commitments. |
| 50% | Satisfactory - Response is relevant and fair. The response addresses all requirements and demonstrates a fair understanding of the requirements but lacks details on how certain social value offers made will be delivered or contains some inconsistencies. Alternatively, the response fails to address all of the requirements. The response provides some concerns that the tenderer will deliver the social value commitment. |
| 25% | Poor - Response is partially relevant but generally poor. The response addresses all requirements but contains insufficient/limited detail or explanation to demonstrate how the requirements (or any of them) will be fulfilled or contains major inconsistencies. Alternatively, the response fails to address the majority of the requirements. The response provides significant reservations that the tenderer will deliver the social value commitment. |
| 0% | Unacceptable - No response submitted, or response fails entirely to demonstrate an ability to meet any of the requirements. |

TfGM reserves the right to reject the Social Value submission.

### **Total Social Value Score**

Tenderers will be marked on a combination of their quantitative and qualitative responses. In committing to certain targets, tenderers must provide a realistic and convincing description of how these will be achieved in practice.

The total Social Value score will be derived from the following calculation:

Total Social Value Score = (Quantitative score (%) + Qualitative score (%))

### **Clarification of Social Value offers**

TfGM has defined the period when tenderers can ask clarification questions which ends ***before*** the tender submission deadline. Tenderers should refer to the procurement timetable information set out in ITT document.

You are strongly advised to ask any questions as soon as possible and well in advance of the clarification question period deadline. This should include any questions about the Social Value component.

In keeping with good practice, TfGM will endeavour to evaluate Social Value offers based on the information provided. Tenderers should not expect evaluators to seek missing information as a matter of course before determining the score.

During evaluation, TfGM may, at its absolute discretion, require tenderers to clarify certain aspects of their submission in writing.

Clarification may be sought if there is a material and manifest inconsistency in the quantitative or qualitative elements of a tenderers' Social Value offer. This does not apply to circumstances where tenderers have not correctly followed the guidance provided; in this case TfGM reserves the right to correct or discount the relevant qualitative or quantitative element without further clarification.

It is therefore essential that tenderers watch and understand the ‘Dos and Don’ts’ and ‘how to bid and use the Social Value Calculator’ videos and seek additional guidance from TfGM ahead of the clarification deadline.

TfGM reserves the right to discount and award a score of zero if a tenderer fails to respond within the time required, or to provide an adequate response to support the Social Value claim for a measure.

Please note that if it is required, the clarification process will be used to ensure that proposals are compliant with the TOMs methodology and is not an opportunity for tenderers to increase their Social Value proposals and on no account should any attempt be made to negotiate.

### **Contractual Commitments**

Bidders should note that Social Value targets set by bidders will be treated by the procuring authority as contractual commitments if the bidder is successful, and bidders will be expected to report regularly on delivery against these targets as part of contract management, using the Social Value Portal.

There may be genuine and justifiable reasons for the non-delivery of a Social Value offer from the winning contractor. In these circumstances TfGM will initially seek to engage with the winning contractor to determine what issues are impeding social value delivery. It will expect the winning bidder to have a coherent rectification strategy. This could include other social value proposals to an equivalent £ Social & Local Economic Value figure, if these also meet the Contracting Authority’s criteria.

### **Social Value Management Fee**

*There is no charge for Tenderers to access the Social Value Portal for the purpose of responding to this tender. However, for the successful Tenderer who is subsequently awarded the contract, there is a charge of 0.2% of the total contract value, with a minimum fee of £750 per annum and capped at a maximum possible fee of £7,500 per annum. The fee is paid annually in advance of each year of the contract.*

|  |  |
| --- | --- |
| **Contract Value** | **Annual Fee\*** |
| >£3.75m | £7,500 |
| £375k - £3.75m | 0.2% |
| £100k - £375k | £750 |

*\**NB this fee should be captured separately in the pricing schedule and will not be taken into account in the price evaluation.

The successful bidder will be required to contract directly with the Social Value Portal who will provide the following services to the supplier

* Online account with Social Value Portal to allow contract management and project reporting account
* Technical support with data entry (e.g., access and functionality issues)
* Confirmation of evidence required to satisfy requirements
* Quarterly reports showing progress against targets
* End of project summary report and case study.

The successful supplier will be invoiced directly by The Social Value Portal (SVP) upon award and will be responsible under the terms of the contract for payment directly to SVP.

Worked examples: Based on (0.2%)

**Example A:**

The total contract value is £800,000 for a project/contract duration of 2 years:

The successful contractor would be required to pay the SVP £3,200

£800,000 x 0.2%. = £1,600 per annum,

£1,600 x 2 years = £3,200

**Example B:**

The total contract value is £5,000,000 for a project/contract duration of 2 years:

The successful contractor would be required to pay the SVP £15,000:

£5,000,000 x 0.2%= £10,000 but the fee is capped at £7,500 per annum,

£7,500 x 2 years = £15,000

SCHEDULE 5 - FORM OF TENDER

**Date:** *[insert Date]*

Provision of: xxxxxxxxx

Reference number: xxxxxxxx

**To: GMCA and TfGM**

**From:** *[Tenderer to insert name of organisation submitting tender]*

Having examined the ITT and all associated Annexes and being fully satisfied in all respects with the requirements of the ITT, I/We hereby offer to provide the goods and services as specified in this ITT at the prices shown in our tendered Schedule 3A (Pricing Matrix) of the same ITT and in accordance with the provisions of the same ITT (including the Terms and Conditions at Annex B). If this offer is accepted I/we will execute documents in the form of the contract within 30 days of being called upon to do so.

I/We certify that the information supplied is accurate to the best of my/our knowledge. I/We understand and accept that false information could result in exclusion from this procurement process.

I/We undertake to notify GMCA, and TfGM as soon as is practicable of any changes to any of the information given in response to this ITT that may arise during this procurement process.

I/We confirm that I/We agree with GMCA and TfGM in legally binding terms to comply with the provisions relating to Confidentiality set out in the ITT.

In compliance with the requirements as set out in this ITT I/We have completed and enclose the following documents:

Schedule 1: Minimum Requirements

Schedule 2: DSM system Requirements Response

Schedule 3: Commercial Response

Schedule 3A: Pricing Matrix

Schedule 4: Social Value Requirements and Evaluation

Schedule 5: Form of Tender (current)

I warrant that I have all the requisite corporate authority to sign this tender and confirm that I have complied with all the requirements set out in this ITT.

Signed for and on behalf of:

Name of Tenderer: ………………………………………………………………………………………...

Signature: ………………………………………………………………………………………………………

Position: …………………………………………………………………………………………………………