

**Section 1**

**Invitation and INSTRUCTIONS**

**TO TENDERERS**

**Procurement of Cycle Training for Children,**

**Young People and Adults**

**Contract number: 666/2017 CED**

**Issue Date: 22 August 2018**

**Tender Response Deadline: 12:00 Noon 21 September 2018**

1. Introduction
2. Instructions for Tendering
3. Outline Timetable
4. Information to Tenderers
5. London Living Wage
6. Premier Supplier Programme (PSP)
7. Consortium, Sub-ContractingArrangements and Reliance on the Capacity of Other Entities
8. European Acquired Rights Directive 2001/23 and the Transfer of Undertakings (Protection of Employment) Regulations 2006. **In the Council’s opinion, NOT APPLICABLE**
9. Conflicts of interest
10. Form of Tender and Accompanying Information
11. Submission of Tender Response Document
12. Rejection of Tender Response Document
13. Non-Consideration of Tender Response Document
14. Acceptance of Form of Tender and Criteria for Evaluation
15. Commencing of Services
16. Implementation Period
17. Tenderer Warranties
18. Freedom of Information
19. General
20. Structure of the Competition
21. The Tender Evaluation Process
22. Minimum Standards
23. Award Criteria
24. Total Score and Award Process

**Appendices:**

1. Appendix 1 – Overview of Tender Response Assessment
2. Appendix 2 – Draft PSP Supplier Participation Agreement (Goods and Services)

**Schedules:**

1. Exemptions
2. Early Payment Programme

**STRUCTURE OF THE INVITATION TO TENDER**

The Invitation to Tender comprises the following sections:

|  |  |
| --- | --- |
| **Section** | **Details** |
| **1** | Instructions to Tenderers (This document) including Appendix 1 and Appendix 2 |
| 2 | The Service Specification |
| 3 | Tender Response Document |
| 4 | The Pricing Schedule |
| 5 | The Draft Contract |

1. introduction
   1. The London Borough of Croydon (the "**Council**") is seeking to award a contract for its residents to be able to access cycle training in order to improve safety; increase the number of people traveling by bicycle and reduce car use.
   2. The Council’s requirements for the provision of the Services are provided in the Service Specification which is contained in Section 2 of the Invitation to Tender and the draft Contract which is contained in Section 5 of the Invitation to Tender.
   3. It is anticipated that the Contract will commence on the commencement dateofthe service ("**Service Commencement Date**") for an initial period of 5 years ("**Initial Period**"). The Council retains the right, acting at its sole discretion, to extend the Contract beyond the Initial Period for a further period of up to 2 years, giving a total possible Contract duration of 7 years.
   4. This tender process has been advertised in the Official Journal of the European Union and Contracts Finder. This procurement falls within the “light touch regime” applicable to the procurement of contracts for social and other specific services, as set out in Public Contracts Regulations 2015 ("**PCR** **2015**") Regulations 74 to 76. The Council is orientating this procurement towards the open procedure as described in Regulation 27 of the PCR 2015 but using a “light touch” approach. The Council does not hold itself bound by the Regulations except to the extent that they apply to the light touch regime as set out in Regulations 74 to 76 of the Regulations. The aim of the Council’s procurement procedure is to identify the most economically advantageous tender.
   5. The successful Service Provider (Contractor) will be required to provide professional and effective Cycle Training according to the Bikeability National Standards.
   6. The successful Service Provider will be a Bikeability National Standard registered cycle training organization with instructors that are registered National Standard Instructors (NSI). Cycle training will be carried out within the London Borough of Croydon on behalf of the Council.
2. instructions for tendering
   1. The successful Service Provider shall enter into the Contract with the Council to provide the Services which shall be substantially in the form of the draft Contract contained in Section 5 of the Invitation to Tender. Tenderers should note that the Council does not anticipate any changes being made to this form of draft Contract and Tenderers are not invited to suggest any amendments to the Contract. It is a condition of this tender process that Tenderers accept and agree to abide by the terms and conditions in the Contract (if successful) and Tenderers are required to confirm this as part of their Tender Response.
   2. Any appointment will be subject to the terms and conditions of the Contract.
   3. If, for any reason whatsoever, the Council is of the opinion that a clarification of, amendment to, or modification of the Invitation to Tender (including Contract) and/or timetable for the Competition and/or additional information is required to be issued, then the Council will be entitled to make any such clarification, amendment or modification or provide such additional information at any time, in which case these will be issued to all Tenderers via the Council's e-Tendering Portal (please check the messaging link). Any such clarifications, amendments, modifications or additional information shall form part of the rules of the Competition and will be deemed to form part of the Invitation to Tender with which Tenderers are required to comply.
   4. Tender Responses will be assumed to take account of any such amendments, modifications, clarifications or supplements (unless the Council, acting reasonably, expressly indicates otherwise). Any such amendments, modifications, clarifications or supplements will not necessarily lead to an extension of the deadlines for receipt of Tender Responses. Under no circumstances shall the Council or its staff, agents or advisors incur any liability whatsoever or be under any obligation to provide Tenderers with reasons or rationale in respect of such matters.
   5. Tenderers shall ensure that they are familiar with the extent of the submission requirements as outlined in the Invitation to Tender and shall in any event be deemed to have done so before submitting a Tender Response.
   6. All information supplied by the Council in connection with the Invitation to Tender, shall be treated as confidential by the Tenderer except where such information is disclosed for the purposes of obtaining quotations from third parties and other information required to be submitted with the Form of Tender (contained in the Tender Response Document) and shall only be used for that specific purpose.
   7. Should you have any queries regarding the Invitation to Tender, please use the messaging link of the Council’s e-Tendering Portal (www.londontenders.org). The messaging link is found on the right hand side of the contract information page.
   8. The Council will not consider any request for information or clarification made or submitted by any other means except that detailed in the paragraph 2.7 above. Enquiries telephone, email or verbal enquiries will **NOT** be accepted nor responded to.
   9. Please note that it is your responsibility to review all previous messages that have been asked and answered as well as any additional information that might have been posted by the Council by clicking on the messages link. There will be an email alert to prompt suppliers to log on to the system when a communication is issued, however, it is recommended that Tenderers regularly check the Council’s e-Tendering Portal for messages and updates.
   10. Tenderers must keep their contact details on the e-Tendering Portal up to date or they will be unable to receive communications from the Council.
   11. The Council will not be responsible for contacting Tenderers through any route other than via the Council’s e-Tendering Portal.
   12. No Council employee other than the Director of Commissioning and Improvement or their nominated representative has the authority to make any representation or explanation to prospective Tenderers on any matter concerning the tendering process.
   13. All messages relating to the Invitation to Tender will be posted on the Council's e-Tendering Portal for all other Tenderers to see (unless the question is deemed confidential by the Council).
   14. If a Tenderer considers its question to be commercially sensitive then the question must be clearly marked "In confidence – not to be circulated to other Tenderers" and the Tenderer must set out the reason for the request for non-disclosure to other Tenderers. The Council will consider this request but where, in the Council's opinion, it is considered that the request does not relate to commercially sensitive information the Tenderer will be informed that it can either withdraw the request or, if not withdrawn, the request and response will be circulated to all Tenderers via the Council's e-Tendering Portal.
   15. **All questions in relation to this tender should be sent by Tenderers and received via the e-Tendering Portal no later than 12:00 noon on 6th September 2018.**
   16. The Council will administer and manage the process of evaluating each tender in accordance with the process set out in Paragraph 21 below entitled 'The Tender Evaluation Process'.
   17. Unless otherwise specified, capitalised terms used in the Invitation to Tender shall have the meanings ascribed to them in the draft Contract.
3. Outline Timetable
   1. An indicative timetable for the conduct of the Competition is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time:

| **Indicative Date** | **Activity** |
| --- | --- |
| 22 August 2018 | Contract notice dispatched and the Invitation to Tender and Contract documents made available electronically |
| 6 September 2018  12.00 Noon | Deadline for Clarification Questions to be submitted by Tenderers via the Council’s e-tendering portal |
| 21 September 2018  12:00 Noon | Tender return date and time (the "**Deadline**") |
| 21 September –  24 September 2018 | Evaluation of tenders (including clarification interviews if required) |
| 24 September  27 November 2018 | Report to Council awarding bodies |
| 28 November 2018 | 10-day Standstill Period starts |
| TBC | Contract Execution and Implementation |
| TBC | Commencement of the Services |

1. Information to Tenderers
   1. Information supplied by the Council (whether as part of the Invitation to Tender or otherwise) is provided in good faith for general guidance. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any such information. The Council shall not accept any liability or responsibility in relation to the adequacy, accuracy, reasonableness or completeness of any information obtained by any Tenderer whether from a representative of the Council or otherwise.
   2. Tenders must be completed in full and submitted without qualification and all tenders must cover the requirements stated in the Service Specification contained in Section 2 of the Invitation to Tender.
   3. If a word limit is assigned to any question where a response is required from the Tenderer in accordance with the Tender Response Document then the limit does not include title pages or diagrams (that may be used to enhance responses). Any part of a response included above the word limit will not be evaluated by the Council.
   4. Tenderers will also be deemed for all purposes connected with the Form of Tender and the draft Contract to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied themselves as to the nature, extent, volume and character of the Services to be provided, the extent of the premises, personnel, materials and equipment which may be required, and any other matter which may affect their tender. Tenderers shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to Tenderers, save as expressly provided for in the Contract and no compensation or remuneration shall otherwise be payable by the Council to the successful Service Provider in respect of the Services by reason of the scope of the Services being different to that envisaged by Tenderers or otherwise.
   5. Each Tenderer shall bear its own costs of participation in this procurement of whatever nature, and in no circumstances will the Council be responsible for any such costs.
   6. The Council reserves the right to terminate the procurement process or any elements thereof at any time prior to award of the Contract. The Council does not bind itself to accept the lowest tender, or any tender received, or to enter into a contract and reserves the right to call for new tenders should they consider this necessary. The Council shall not be liable for any costs, expenses or losses incurred by any Tenderer regardless of the outcome of the procurement, including where the procurement (or any part thereof) is abandoned or terminated by the Council at its absolute discretion.
   7. The Council does not give any commitment, warranty or guarantee as to the volume of work (if any) to the contractor appointed to the Contract will receive.
2. London Living Wage
   1. The successful Service Provider will be required to pay those whom it engages in performing the Services a wage equivalent to at least the London Living Wage ("**LLW**"). It is considered that LLW will promote social wellbeing of employees improving the social value of procurement overall in accordance with objectives of the Public Services (Social Value) Act 2012.
   2. The Invitation to Tender will reflect the Council's policy for the provider to pay any person employed or engaged in the performance of the Services at a rate at least equivalent to any implemented LLW in accordance with the guidelines of the Living Wage Foundation (http://www.livingwage.org.uk/). Tenderers must take this into account when completing the Pricing Schedule. The successful Service Provider will also be obliged to provide management information to assist the Council with monitoring the impact of the LLW.
3. Premier Supplier Programme
   1. The Council launched the premier supplier programme ("**PSP**") in 2015. It was the first programme of its type across London, following a collaborative initiative with London Councils, through the London Ventures programme. The Council is committed to developing its approach to working with key suppliers on the PSP. As part of this work, the Council has undertaken an in-depth analysis of its purchase-to-pay process and is seeking to optimise its supplier base. A key objective of the PSP is to improve the ordering, invoice management and payment processes for the benefit of all parties.
   2. Improvements in these areas allow the Council to pay invoices early. In return for paying ahead of standard terms, a small rebate is deducted. The rebate is calculated dynamically and is proportionate to the number of days the Council accelerate your payment (the number of elapsed days between the receipt of your invoice and the date it is paid). The rebate is only applied if payment is made ahead of terms.
   3. Participation in the PSP is optional, however the Council envisages that key suppliers will participate. As part of this procurement exercise, a weighting has been attached to participation and to the level of Early Payment Rebate offered.
   4. More details on the benefits of the programme are available via: <http://response.oxygen-finance.com/croydoncouncil-psp-homepage> and a draft Supplier Participation Agreement is included at Appendix 2 of these Instructions for Tendering.
4. Consortium, **SUB-CONTRACTING** arrangements and Reliance on the capacity of Other Entities
   1. Where the Tenderer completing the Tender Response Document is doing so as part of a proposed consortium, the following information in accordance with Part 1, 1.2(a) (i) – (iii) of the Tender Response Document must be provided:
      1. names of all consortium members and an organisation chart clearly showing the proposed structure of the consortium as an Appendix, the relationship between the members and the individual role of each consortium member; and
      2. the lead member of the consortium who will be contractually responsible for delivery of the Contract; and
      3. if the consortium is not proposing to form a legal entity, full details of proposed contracting and delivery arrangements must be provided within a separate Appendix; or
      4. If the consortium is proposing to create a special purpose vehicle ("**SPV**") in order to contract with the Council, the details of the proposed legal form of the SPV, the actual or proposed percentage shareholding of the constituent members within the proposed SPV must be set out.
   2. Please note that the Council reserves the right to require the consortium to assume a specific legal form if it is successful in this Competition as a condition of, and prior to, award of the Contract and/or to require each member of the consortium to be jointly and severally liable for the delivery of the Contract and/or require other forms of assurance or guarantee from each consortium member.
   3. Each member of the consortium must provide a completed Part 1 and Part 2 self-declaration of the Tender Response Document.
   4. Unless individual questions dictate otherwise, a single response should be provided by the lead member in relation to Part 3 of the Tender Response Document on behalf of the entire consortium with the proposed involvement of any individual consortium member(s) being identified.
   5. Where the Tenderer proposes to use one or more significant sub-contractors to deliver some or all of the contract requirements then details must be provided at 1.2(b) – (ii) of the Tender Response Document.
   6. Where the Tenderer proposes to use one or more significant sub-contractors to deliver some or all of the contract requirements then the Tenderer must ensure that the relevant sub-contractor provides a completed Tender Response Part 1 and Part 2 and self-declaration.
   7. If a Tenderer is seeking to rely on the capacity or capacities of any organisation (e.g. a parent or group company) in order to complete Section 4 of the Tender Response Document (Economic and Financial Standing), the Council will require the Tenderer and those organisations to be jointly and severally liable for the delivery of the contract and/or require other forms of assurance or guarantee from those organisations.
   8. Note that where a Tenderer is relying on the capacity of others as set out above then it shall explain in its application how it will comply with the provisions of Regulation 63 of the PCR 2015 and the Council reserves the right to accept or reject this in its assessment of the Tender.
   9. The Council will rely on the information provided by the Tenderer including the information concerning consortium members, the structure of the consortium, the membership and/or structure of the proposed supply chain and any entities being relied upon. If, at any time during the procurement process or the term of the Contract, there are any changes or proposed changes to the membership or structure of the consortium or structure of the supply chain and/or in respect of any entities the Tenderer is relying upon as previously set out in the Tender Response Document, the lead organisation must immediately advise the Council in writing providing full details of the relevant change. Upon receipt of such information, the Council shall be entitled to revisit the selection or award stage of the procurement process and may de-select the Tenderer based on an assessment of the new information and/or change of circumstances and/or may terminate or suspend the Contract.
5. European Acquired Rights Directive 2001/23 and the Transfer of Undertakings (Protection of Employment) Regulations 2006
   1. The Council considers that the terms of the European Acquired Rights Directive 2001/23 (the "**Directive**") and/or Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Regulations**") **do not apply** to this contract. However, if the Directive and/or the Regulations is/are held to be applicable then Tenderers should take into account, inter alia, the following requirements of the Regulations:
      1. the duty to inform and, where necessary, consult with appropriate representatives of any affected employees, (being either a recognised trade union, or if there is none, with elected representatives of the affected employees);
      2. the effect of a relevant transfer on contracts of employment of the transferring employees including the transferring employees right to transfer on existing rates of pay and terms and conditions of employment; and
      3. the need for a successful Service Provider to accept all rights, powers duties and liabilities under or in connection with the transferring employees' contracts of employment and to accept all liability in respect of all employment claims including but not limited to redundancy and unfair dismissal and all other claims including but not limited to breaches of the Regulations, tortious acts and breaches of statutory duty related to employees of the existing Service Provider.
   2. It is the preliminary view of the Council that the Regulations are unlikely to apply.
   3. It is the sole responsibility of Tenderers to take any legal advice they consider necessary as to whether employees might transfer under the Regulations if the Tenderer were to be awarded the Contract and what the legal and other implications of that may be. The cost of such advice will be borne solely by the Tenderers and shall not be reimbursed by the Council. In the event that Tenderers are incorrect regarding their assessment of the applicability of the Regulations, the Tenderer shall bear the costs, if any, of any such incorrect assessment and any impact which this may have on the viability of the Tenderers solution proposed in the Tender Response Document.
   4. The delivery of the Council’s current contract is undertaken by Cyclinginstructor.com Staff engaged by this contractor may be assigned to the Services, and thus transfer to the successful Service Provider under the Regulations (provided they do not exercise their statutory right to object). Tenderers are responsible for seeking legal advice on the rights of staff currently assigned to the Services and employed by Cyclinginstructor.com and their potential continuing obligations in respect. The successful Service Provider shall fully indemnify the Council against any liability of whatever nature in relation to any staff transferring due to the commencement of the Services by the successful Service Provider or any termination of any such employee.
   5. Tenderers must liaise directly with the current contractor for the provision of the information set out above.
   6. It is the responsibility of Tenderers to independently verify the information provided by the current contractor.
   7. Please see Schedule 5 of the draft Contract for further information.
6. Conflicts of interest
   1. In accordance with Regulation 24 of the PCR 2015, the Council may exclude a Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
   2. Any conflict of interest or perceived conflict of interest which arises must be fully disclosed in writing to the Council in a separate Appendix to the Tender Response Document as soon as such conflict or potential conflict becomes apparent.
   3. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Tenderer.
7. Form of Tender and Accompanying Information
   1. The Tender Response Document which forms part of the Invitation to Tender shall be duly completed in all respects by the Tenderer (and in compliance with the stipulations therein specified) and submitted electronically in the manner and by the date and time stated in Paragraph 11 below together with the following documents:
      1. Completed Tender Response Document;
      2. Completed Pricing Schedule as set out in the Tender Response Document, in compliance with the stipulations specified therein to show prices, charges and rates. Please note that all figures submitted must be expressed in pounds sterling;
      3. Completed and signed Form of Tender;
      4. Completed and signed Non-Collusion Declaration; and
      5. Completed and signed Confidentiality Undertaking.
   2. All prices, charges and rates must be in pounds sterling (as appropriate) and exclusive of Value Added Tax ("**VAT**"). Tenderers should include within their rates appropriate costs relating to, without limitation, staff, vehicles, equipment, materials and to all works being undertaken safely, and the compliance with all statutory provisions and other rules or regulations relating to the Services including the Health and Safety at Work etc. Act 1974 and Control of Substances Hazardous to Health Regulations 2002.
   3. Tenderers should note that, where the Tenderer is a consortium, the Tender Response Document will be deemed to have been submitted by the lead member of the consortium.
8. Submission of Tender Response Document
   1. The Tender Response Document and all other accompanying documentation must be completed as directed and submitted via the Council’s e-Tendering Portal:

<https://procontract.due-north.com/register>

* 1. Please ensure that you allow sufficient time to follow the instructions provided as the Council cannot accept responsibility for transmission delays. Documentation which has been uploaded onto the Council’s e-Tendering Portal but not submitted will not be considered.
  2. The Council will not accept printed or hard copy Tender Response Documents. Tender Response Documents are only to be submitted electronically via the Council’s e-Tendering Portal.
  3. Submission of Tender Response Documents must be completed by **12:00 noon on 21 September 2018** or such later date / time as the Council notifies to Tenderers in writing via the e-Tendering Portal.
  4. **Please note that Tenderers can upload and submit their Tender Response Documents to the e-Tendering Portal at any time prior to the deadline above.** When uploading your response, please be aware of the speed of your Internet connection, your system configuration and general web traffic may impact on the time taken to complete the transaction. The Council strongly encourages Tenderers not to leave the upload and submission of documentation until the last moment.
  5. The Council expressly reserves the right to request a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Invitation to Tender. If the Council determines a Tender Response Document to be incomplete in any material aspect, the Council expressly reserves the right to reject that Tender Response Document.
  6. It is each Tenderer's responsibility to ensure that all Tender Response Documents arrive complete and on time. The Council reserves the right not to accept a Tender Response Document from a Tenderer unless all of the required documentation is submitted in all of the required formats prior to the ITT Response Deadline.
  7. All Tenderers shall keep their respective Tender Response Document valid and open for acceptance by the Council for a period of six months from the ITT Response Deadline.

1. Rejection of Tender Response Document
   1. A Tender Response Document submitted by a Tenderer in respect of which the Tenderer:
      1. fails to tender to supply all of the Services;
      2. fixes or adjusts the prices, charges and rates shown in its Tender Response Document:
         1. by or in connection with any agreement or arrangement with any other person; or
         2. by reference to any other Tender Response Document; or
      3. communicates to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in its Tender Response Document;
      4. enters into any agreement with any other person that such other person shall refrain from submitting a Tender Response Document or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Tender Response Document;
      5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender Response Document any act or omission;
      6. in connection with its Tender Response Document or the conclusion of the Contract, commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972;
      7. has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender Response Document or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender or Tender Response Document submitted by any other Tenderer;
      8. fails to use the English language;
      9. fails to provide a satisfactory response to any question in the Tender Response document or inadequately or incorrectly completes any question;
      10. fails to obtain a "pass" at any evaluation stage (Stages 1, 2 and 3 of the Tender Response Document);
      11. makes or attempts to make any variation or alteration to the terms of the Invitation to Tender,

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non‑acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability which such conduct by a Tenderer may attract.

* 1. Any breach of the terms stipulated in these Instructions for Tendering will entitle the Council to terminate at any time any Contract entered into between the successful Service Provider and the Council.

1. Non-Consideration of Tender Response Document
   1. The Council may in its absolute discretion refrain from considering a Tender Response Document if:
      1. in any respect, it does not comply with the requirements of the Tender Response Document and/or these Instructions for Tendering; or
      2. The Tenderer fails to submit comprehensive pricing information for all items required
2. Acceptance of Form of Tender and Criteria for Evaluation
   1. The Council is seeking to identify the most economically advantageous tender taking into account the Tenderer's Quality, and Price Proposals.
   2. Tender Response Documents shall be evaluated using the following Award Criteria:
      1. Quality 40%
      2. Price 60%
   3. The Council shall not be bound to accept the lowest priced submission and reserves the right, at its absolute discretion, to accept or not accept any Tender Response submitted.
   4. The Council reserves the right to clarify with Tenderers any aspects arising from its Tender Response Document after the submission of Tender Responses. Such clarification may include, (but shall not be limited to), the level and application of the prices contained within any Tender Response.
   5. In evaluating Tender Responses, the Council shall have regard to the following:
      1. the ability of the Tenderer to provide the Services in accordance with the Invitation to Tender with particular reference to:
         1. the experience and competence of the Tenderer to provide the Services;
         2. any information and details which the Tenderer is required to submit with its Form of Tender; and
         3. the day rates and volume discount tendered by the Tenderer
3. Commencement of Services
   1. It is anticipated that the Services will commence on the commencement date of the service ("Service Commencement Date").
4. Implementation Period
   1. It is the Council's standard practice to conduct an implementation period prior to the Service Commencement Date.
   2. The implementation period will take place from the date of exchange of contracts until the Service Commencement date. The Council will confirm the Service Commencement date following consultation with the successful Service Provider.
5. Tenderer Warranties
   1. In submitting its Tender Response Document, the Tenderer warrants, represents and undertakes to the Council that:
      1. it has complied in all respects with the Invitation to Tender;
      2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees or agents in connection with or arising out of the tender are true, complete and accurate in all respects;
      3. it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Tender Response Document and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council;
      4. it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Tender Response Document;
      5. it has full power and authority to enter into the Contract and to provide the Services;
      6. it is of sound financial standing and has and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to it to provide the Services in accordance with the Contract;
      7. at the date of commencement of the Services it will hold all necessary consents, licenses and permissions to enable it to provide the Services and will from time to time throughout the Contract period obtain and maintain all further and other necessary consents, licenses and permissions to enable it to continue to do so; and
      8. it will not at any time during the Contract period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and which is for the time being in possession of the Tenderer, for the purposes of this Contract
6. Freedom of Information
   1. To allow the Council to meet its legal responsibilities under the Freedom of Information Act 2000 (**FOIA**), all information submitted to a public authority, such as the Council, may need to be disclosed by the Council in response to a request under the FOIA. The Council may also decide to include certain information in the publication scheme, which the Council maintains under the FOIA.
   2. If a Tenderer considers that any of the information included in their Tender Response Document is commercially sensitive, they should identify it and explain, (in broad terms), what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
   3. Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Council might be required to disclose it under the FOIA if a request is received.
   4. Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.
7. General
   1. The Invitation to Tender will remain the property of the Council. If no Tender is submitted formally, you will be required to delete the Invitation to Tender documents.
   2. The Council reserves the right to issue amendments or modifications to these Instructions for Tendering, the draft Contract, the Service Specification and the Tender Response Document during the Procurement process.
   3. The Council reserves the right to abandon or withdraw from the Procurement process at any time, to amend the timetable to award and/or not to award a Contract to the lowest or any Tenderer.
   4. Any costs and expenses incurred by any Tenderer or other person will not be reimbursed by the Council and neither the Council nor any of its representatives will be liable in any way to any Tenderer or other person for any costs, expenses or losses incurred by any Tenderer or other person in connection with this tender process.
8. structure of the competition
   1. The Service Specification and draft Contract set out the Council's requirements for the delivery and management of the Services.
   2. Tenderers are required to submit responses to the questions in a manner that explains how they propose to meet the requirements of the Council. Details of the questions to be answered as part of these Instructions for Tendering are set out in Paragraph 21 below and in the Tender Response Document.
   3. Responses to the questions in the Tender Response Document form an important part of the evaluation process. Tenderers are advised to submit all the information requested.
   4. Responses to the questions will be evaluated and scored in accordance with the evaluation methodology and scoring matrices set out in these Instructions to Tenderers. Such scores will reflect the extent to which the submissions meet the Council’s requirements.
   5. Tenders must be returned electronically via the Council’s e-Tendering Portal. Upon receipt, the Council will review and evaluate Tenderers' Proposals and may request clarification from Tenderers.
   6. Following any clarifications required by the Council, members of the evaluation team will individually review and score the Tender Responses and a moderation meeting will then take place to finalise the scores for each Tenderer.
   7. **Eligibility, Minimum Standards and Award**

The Competition takes the form of a four-stage process involving:

* + 1. an initial, high-level check to ensure that Tender Response Documents are complete and compliant with the instructions in the Invitation to Tender;
    2. a determination of the eligibility of Tenderers to participate in the Competition pursuant to Regulation 57 of the PCR 2015;
    3. only in respect of eligible Tenderers, the application of the Minimum Standards specified below; and
    4. only in respect of Tenderers who (subject to verification as required by the Council) meet the Minimum Standards, the application of the Award Criteria specified below.
  1. Part 1 Section 1 Initial Completeness Check

The Council will undertake an initial completeness check to ensure that each Tenderer has submitted Tender Response Documents that are complete and compliant with the instructions in the Invitation to Tender. If Tender Response Documents have not been submitted in a form which is complete and/or if the responses are not satisfactory to the Council, the Council reserves the right to exclude the Tenderer from further participation in the evaluation process or, at its discretion, seek clarification.

* 1. Part 2 Section 2 - 3 Grounds for Mandatory Exclusion & Grounds for Discretionary Exclusion

The Council will then undertake an eligibility check to ensure that there are no grounds which exist upon which the Tenderer should/may be excluded from this Competition (pursuant to Regulation 57 of the PCR 2015).

Where a Tenderer considers that they, or any other entity that they seek to rely on, may meet any of the mandatory or discretionary grounds for exclusion set out in that Part 2 Section 2, Tenderers should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently to demonstrate that the Tenderer, or, as appropriate, any other entity that they seek to rely on, has effectively "self-cleaned" the situation referred to. Tenderers must demonstrate that they, or, as appropriate, any other entity that they seek to rely on, have taken such remedial action to the satisfaction of the Council.

Where the Council determines that grounds do exist in relation to the Tenderer, or any other entity that they seek to rely on, which mean the Tenderer should be excluded from the Competition or the Tenderer is unable to evidence appropriate remedial action (as above), the Tenderer will be disqualified from the Competition and the remainder of their Tender Response shall not be evaluated.

* 1. Part 3 Section 4 and 5 **Minimum Standards and Section 6 Technical and Professional Ability**

Only those Tenderers that have satisfied the initial completeness check and are eligible for the Competition (that is, have not been eliminated by the Council at Stage 2) will proceed to Stage 3 – Minimum Standards.

The Council shall select those Tenderers who have the requisite ability to perform the Services by assessing their responses to the requirements of Part 3 of the Tender Response Document as against the Minimum Standards set out in Paragraph 22 below.

The Tenderers' responses to Part 3, Sections 4, 5, 6, 7 and 8 of the Tender Response Document (Economic and Financial Standing) shall be assessed on a pass/fail basis by the Council, applying the pass/fail requirements set out in Paragraph 21 below, and may be subject to verification by the Council prior to award of the Contract.

The Tenderers' responses to Part 3, Section 6 of the Tender Response Document (Technical and Professional Ability) will be assessed in accordance with the scoring matrix set out in Table 1 below, and may be subject to verification by the Council prior to award of the Contract.

Those Tenderers who meet the Minimum Standards shall proceed to Stage 4 Award Stage. Those Tenderers who do not pass any one of the Minimum Standards shall be disqualified from the Competition and the remainder of their Tender Response Document shall not be evaluated.

20.11 Part 4 Section 9 Award Criteria

Only those Tenderers who meet the Minimum Standards will proceed to Stage 4 Award Criteria, Quality Stage (i.e. Part 4, Section 9) of the Competition.

The Competition will be undertaken using the following Award Criteria

Quality 40%

Price 60%

Tenderer's responses to Part 4 Section 9 Questions 9.1 to 9.10 shall be assessed first. For Questions 9.1 to 9.9 the Council requires that Tenderers obtain a minimum score of 3 out of 5. If a Tenderer does not achieve a minimum score of 3 in response to any one question or part thereof in this Section, the Tenderer will be excluded from further participation in the Competition and their Tender will not be evaluated further.

Only those Tenderers who have passed Stage 4 Award Criteria, Quality Stage will have their Price proposal evaluated. (Stage 5).

The total score for each Tenderer is the combination of the weighted quality scores and the price scores. The tenderer who satisfies all requirements of the Instructions to Tender and is awarded the highest combined score shall be identified as the preferred bidder.

In the event of a tie, the Council will determine the highest ranking Tender Response to be that of the Tenderer who scores the higher mark for its Pricing Proposal.

Where the response will be used for the Council's information only, there is a requirement for the Tenderers to provide this information.

A summary of the questions, their categorisation (e.g. for information, pass / fail, scored), and, where scored, the information on the weightings (multipliers) to be applied by the Council are set out in Appendix 1 to these Instruction for Tenderers.

1. The Tender Evaluation Process

**Tenderer information, Bidding Model and Contact Details and Declaration – Part 1, Section 1**

Part 1, Section 1 is used to gather the necessary details to understand the nature of the organisation and legal entity participating in the procurement exercise, and where appropriate, the composition of their supply chain. This section is not scored as the answers to the questions are for information only, but a Tenderer may be excluded on the grounds of providing insufficient or false information.

**Grounds for Mandatory and Discretionary Exclusion – Part 2, Sections 2 and 3**

Tenderers are required to complete Part 2, Sections 2 and 3 of the Tender Response Document. Where a Tenderer considers that they, or any other entity that they seek to rely on, may meet any of the mandatory and/or discretionary grounds for exclusion set out in that Part 2, Tenderers should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently to demonstrate that the Tenderer, or, as appropriate, any other entity that they seek to rely on, has effectively "self-cleaned" the situation referred to. Tenderers must demonstrate that they, or, as appropriate, any other entity that they seek to rely on, have taken such remedial action to the satisfaction of the Council.

For the evidence to be considered sufficient Tenderers must, as a minimum, prove that they have:

* + 1. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
    2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
    3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken, and the evidence of these, shall be evaluated by the Council taking into account the gravity and particular circumstances of the offence or misconduct. Where the Council considers such measures to be insufficient you will be provided with a statement of reasons.

Where the Council determines that grounds do exist in relation to the Tenderer, or any other entity that they seek to rely on, which mean the Tenderer should be excluded from the Competition or the Tenderer is unable to evidence appropriate remedial action (as above), the Tenderer will be disqualified from the Competition and the remainder of their Tender Response shall not be evaluated.

Exclusion grounds may apply at any point in the procurement process up to any award of the Contract.

1. MINIMUM STANDARDS
   1. **Economic and Financial Standing Part 3, Sections 4 and 5**

Tenderers are required to demonstrate their economic and financial standing in order to prove to the Council that the financial resources necessary to perform the Services will be available throughout the duration of the Contract.

Accordingly, Tenderers are required to self-certify that they are able to provide audited accounts for the last two (2) years, if requested. If not, Tenderers are required to self-certify that they are able to provide either: (a) a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for their organisation; (b) a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; or (c) alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).

The Council has set a minimum turnover threshold for this Procurement of a total of £300k per annum over the Tenderer's last two (2) complete financial years. Tenderers are therefore required to self-certify that they can satisfy this minimum turnover threshold.

Tenderers are also required to self-certify that they have positive net assets and that their current assets are at least equal to their current liabilities.

Responses will be evaluated on a 'pass/fail' basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer (or the entity or entities the Tenderer is relying on for the purposes of this Section 4 and/or 5) has failed to self-certify that it:

* + 1. can provide audited accounts for the last two (2) years, if requested, or alternatively, can provide either: (a) a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for their organisation; (b) a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; or (c) alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status);
    2. can meet the minimum turnover threshold set for this Procurement of a total of £300k per annum over the last two (2) complete financial years; and/or
    3. has positive net assets and that its current assets are at least equal to its current liabilities.

Tenderers should note that, where a Tenderer is seeking to rely on the capacity or capacities of any organisation (e.g. a parent or group company) in order to complete Section 4, the Council will require the Tenderer and those organisations to be jointly and severally liable for the delivery of the contract and/or require other forms of assurance or guarantee from those organisations.

Where a Tenderer has indicated in Question 1.2 of the Tender Response Document that it is part of a wider group, the Tenderer is required to self-certify that it can provide parent company accounts, if requested, and if so, that the parent company would be willing to provide a guarantee if necessary. If not, the Tenderer is required to self-certify that it would be able to obtain a guarantee elsewhere (e.g. from a bank).

Responses will be evaluated on a 'pass/fail' basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer has failed to self-certify, where it is part of a wider group for the purposes of this Procurement, that it:

* + 1. can provide parent company accounts, if requested, and that the parent company would be willing to provide a guarantee if necessary; or
    2. Would be able to obtain a guarantee elsewhere (e.g. from a bank).

The evaluation panel will be entitled to consider all information contained in the financial information submitted by each Tenderer and undertake credit checks where appropriate.

The Council reserves the right, at its sole discretion, to take into account any additional information provided by the Tenderer regarding its economic and financial standing to support the Tenderer's submission where the Tenderer is not able to self-certify that it can meet the minimum turnover threshold. In such circumstances, the Council will undertake a risk assessment to determine the relative potential benefits to the Council compared to any potential risks associated with allowing a Tenderer to pass at this stage even if it does not meet the minimum turnover threshold. The Council will report to the Council's Section 151 officer outlining any mitigating circumstances provided in the additional information and the outcome of any subsequent risk assessment which would support a decision to allow a Tenderer to pass the turnover test even if it has not met the necessary minimum turnover threshold. The decision of the Council's Section 151 officer will be final. A negative outcome will result in the Tenderer being disqualified from the Competition and the remainder of their Tender Response shall not be evaluated.

* 1. **Relevant Experience and Contract Examples Part 3, Section 6 Questions 6.1 and 6.2 (or question 6.3 if applicable)**

Each Tenderer is required to demonstrate its ability to provide the Services in accordance with the Contract. Each Tenderer should therefore provide details in response to Questions 6.1 and 6.2 of the Tender Response Document of a total of three (3) contracts for services in the last three (3) years for the provision of Cycling Training. The examples should, as a minimum, address the following:

* + - 1. Name and contact details of the Tenderer's customer;
      2. Contract title;
      3. Description of contract and nature of the services provided;
      4. Estimated value of contract;
      5. Date of contract start/finish;
      6. Role in delivery of contract.

Tenderers should note that the named contacts should be able to provide written evidence to confirm the accuracy of the information provided by the Tenderer. It is the intention of the Council to take up at least one of the references.

When providing details of contracts in response to Questions 6.1 and 6.2, the Tenderer is agreeing to waive in favour of the Council any contractual or other confidentiality rights and obligations associated with the details of these contracts.

The Tenderer's responses to Questions 6.1 (or Question 6.3, if applicable) and 6.2 will be evaluated on a pass/fail basis. A response will be marked as ‘fail’ and will be excluded from the competition where the Tenderer fails to demonstrate to the Council that it has the experience of delivering three relevant contract in the last three (3) years.

**Table 1**

|  |  |  |
| --- | --- | --- |
| **Score** | **Rating** | **Criteria for awarding score** |
| 5 | Excellent (Pass) | The Council considers that the evidence in the contract examples provided, (including customer references), demonstrates that the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), has all the relevant technical and professional abilities to deliver the Council's contract requirements and has extremely extensive experience of deploying these skills and abilities in similar circumstances |
| 4 | Good  (Pass) | The Council considers that the evidence in the contract examples provided, (including customer references), demonstrates that the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), has the relevant technical and professional abilities to deliver the Council's contract requirements and has strong experience of deploying these skills and abilities in similar circumstances |
| 3 | Satisfactory  (Pass) | The Council considers that the evidence in the contract examples provided, (including customer references), demonstrates that the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), has the majority of the relevant technical and professional abilities to deliver the Council's contract requirements and has some, (but not strong), experience of deploying these skills and abilities in similar circumstances |
| 2 | Fair (Fail) | The Council considers that the evidence in the contract examples provided, (including customer references), demonstrates that the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), lacks a number of the relevant technical and professional abilities to deliver the Council's contract requirements and/or has limited experience of deploying these skills in similar circumstances |
| 1 | Poor (Fail) | The Council considers that the evidence in the contract examples provided, (including customer references), demonstrates that the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), lacks most of the relevant technical and professional abilities to deliver the Council's contract requirements and/or has limited experience of deploying these skills in similar circumstances |
| 0 | Unacceptable (Fail) | The Tenderer has omitted information or has provided information that is not relevant, and the Council is unable to determine whether the Tenderer, (or where relevant the consortium or the intended provider(s) or sub-contractor(s)), possesses sufficient Technical and Professional ability to deliver the Council’s contract requirements |

* 1. **Modern Slavery Act 2015 Part 3 Section 7 Questions 7.1 and 7.2**

Tenderers are required to complete Questions 7.1 and 7.2 of the Tender Response Document. The Tenderer's responses to Questions 7.1 and 7.2 will be evaluated on a pass/fail basis.

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer responds with ‘No' to Question 7.2 and does not provide the relevant url (link) or responds with ‘No’ to Question 7.2 and provides an unsatisfactory explanation.

* 1. **Insurance Part 3 Section 8 Question 8.1**

Tenderers are required to self-certify that they have in place or will undertake to secure the following insurances in advance of the award of the Contract and that they will maintain these for the term of the Contract.

|  |  |
| --- | --- |
| **Insurance** | **Minimum Level** |
| Employers Liability | £10,000,000 per occurrence/event |
| Public Liability | £5,000,000 per occurrence/event |

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer has failed to self-certify that it has in place the required insurances or that it is capable of putting them in place in advance of the award of the Contract.

* 1. **Registration and Accreditation Part 3 Section 8 Question 8.2**

Tenderers are required to self-certify that their Organisation is a Bikeability Registered Cycle Training Provider.

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer has failed to self-certify that their Organisation is a Bikeability Registered Cycle Training Provider

* 1. **Registration and Accreditation of Instructors Part 3 Section 8 Question 8.3**

Tenderers are required to self-certify that their Organisation uses the National Standard Certified Instructors and you check accreditation numbers and your Instructors are DBS checked.

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer fails to self-certify that their Organisation uses only National Standard Certified Instructors with an accreditation number and Instructors are DBS checked.

* 1. **Health and Safety Policy Part 3 Section 8 Question 8.4**

Tenderers are required to self-certify that they have a Health & Safety Policy, covering General Policy Organisation and Arrangements, as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer fails to self-certify that they have a Health & Safety Policy covering General Policy Organisation and Arrangements, as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.

* 1. **Compliance with Business Continuity Part 3 Section 8 Question 8.5**

Business continuity and emergency planning are critical requirements of the Council’s suppliers. The Council requires the Service Provider to have in place at the start of the Contract, and maintain effectively throughout the period of the Contract, adequate and effective business continuity and emergency planning systems and measures.

Tenderers are required to self-certify that they have such plans/ systems in place.

Responses will be evaluated on a pass/fail basis. A response will be marked as a 'fail' and will be excluded from the Competition where the Tenderer fails to self-certify that it has in place a fully documented Business Continuity and emergency plan at the start of the Contract and can maintain effectively throughout the period of the Contract.

1. AWARD CRITERIA

23.1 The Award Criteria that will be used by the Council to determine the most economically advantageous tender, and the weightings attaching to these criteria, are as follows:

* + 1. Quality 40%
    2. Price 60%

The score the Tenderer receives for each question will be divided by the maximum score available for that question and multiplied by the relevant weighting. For example, Tenderer A obtains a score of 4 out of 5 for Question 9.3, this question has a weighting of 2%:

***4 ÷ 5 x 2 = 1.60 (total score Question 9.1)***

* 1. **QUALITY 40%**

Each Tenderer's response to Questions 9.1 to 9.9 in Part 4 of the Tender Response Document will be scored against each of the evaluation criteria listed in the Table 2 below and given an un-weighted score out of 5 against that criterion using the scoring matrix detailed in Table 2 below.

Un-weighted scores for each of the criteria will be multiplied by the applicable weighting for each part of the question as detailed in Table 2 to give a weighted score.

**Table 2**

|  |  |
| --- | --- |
| **Award Criteria - Quality** | **Weighting** |
| Information Systems / Booking Administration (Question 9.1) | a) 4%  b) 2%  c) 2% |
| Compliant Resolution/ Customer Service  (Question 9.2) | a) 2%  b) 2% |
| Equalities (Question 9.3) | 2% |
| Risk Management (Question 9.4) | a) 2%  b) 2%  c) 2% |
| Continuous Development (Question 9.5) | a) 2%  b) 2% |
| Capacity to Deliver the Services (Question 9.6) | a) 2%  b) 2%  c) 2% |
| Training Progression (Question 9.7) | 3% |
| Cycling for Health (Question 9.8) | 3% |
| Social Value (Question 9.9) | 2% |
| Premier Supplier Programme – Early Payment Rebate (Question 9.10)  \*Question 9.10 will not be evaluated using the scoring matrix detailed in Table 2 below, but Tenderers will be awarded a score from a range of 0 to 5 based on the percentage rebate offered.   |  |  | | --- | --- | | Rebate Offered | Points Scored | | 0% | 0 | | 0.5% | 1 | | 1% | 2 | | 1.25% | 3 | | 1.5% | 4 | | 2% | 5 | |  |  | | 2% |
| Premier Supplier Programme – Existing Participant. (Question 9.11) | For Information Only – not scored |
| Premier Supplier Programme – Application to all Invoices (Question 9.12) | For Information only – not scored |

Table 3 will be used to evaluate questions 9.1 to 9.9 and each answer will be scored by the evaluation panel that will award marks in a range of 0 – 5. The marks awarded shall be determined using the scoring methodology set out in the table.

The Council requires Tenderers to obtain a minimum score of 3 out of 5 for each questions, for example, Question 9.1 is split into a, b and c. Tenderers are required to achieve a minimum score of 3 for each part of the question e.g minimum score of 3 for a), minimum score of 3 for b) and minimum score 3 for c).

If a Tenderer fails to achieve the required minimum score of 3 for any part of a question, the Tenderer will be excluded from further participation in the Competition and their Tender will not be evaluated further.

**Table 3**

|  |  |  |
| --- | --- | --- |
| **Score** | **Rating** | **Criteria for awarding score** |
| 5 | Excellent | Exceeds the requirement. Exceptional demonstration by the tenderer of their relevant ability, understanding, skills, resource and quality measures provided in the method statement. Response identifies factors that demonstrate added value, with evidence to support the response. |
| 4 | Good | Satisfies the requirement with minor additional benefits. Above average demonstration by the tenderer of the relevant ability, understanding, skills, resource and quality measures provided in the method statement. Response identifies factors that demonstrate added value, with evidence to support the response. |
| 3 | Acceptable – **minimum score** | Satisfies the requirement. Demonstration by the tenderer of the relevant ability, understanding, skills, resource and quality measures provided in the method statement, with evidence to support the response. |
| 2 | Minor Reservations | Satisfies the requirement with minor reservations. Some minor reservations of the tenderer’s relevant ability, understanding, skills, resource and quality measures provided in the method statement, with limited evidence to support the response. |
| 1 | Serious Reservations | Satisfies the requirement with serious reservations.  Serious reservations of the tenderer’s relevant ability, understanding, skills, resource and quality measures provided in the method statement, with little or no evidence to support the response. |
| 0 | Unacceptable | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, skills, resource and quality measure, with little or no evidence to support the response |

The evaluation panels agreed score for each question & answer that will be used for evaluation purposes.

**23.3 Information Systems/Booking Administration Part 4, Section 9 Question 9.1**

The Council requires assurance that you have sufficient expertise and systems in place to take and manage bookings from the contract start date.

Your response should clearly provide details of:

1. How your organisation will manage different types of enquires, bookings and acknowledgment (as detailed in the specification, Section 6 Booking and Training)
2. How your booking system will be made accessible for review by the Council
3. Your management structure, including details of the contract manager and their relevant experiences
   1. **Complaint Resolution and Customer Service Part 4, Section 9 Question 9.2**

The Council requires assurance that you have sufficient expertise and systems in place to handle any complaints that may be made against your instructors/ staff.

Your response should clearly provide details of:

1. How you would handle a situation where a complaint has been made about the action of one of your Instructors/ staff and your resolution process
2. How you ensure customer satisfaction at all times
   1. **Equalities Part 4, Section 9 Question 9.3**

The Council is a multicultural and diverse local authority and requires details of your approach to dealing with all types of trainee’s.

Your response should clearly provide details of your approach to dealing with all types of customers ensuring fair and ethical working whilst delivering training.

* 1. **Risk Management Part 4, Section 9 Question 9.4**

The Council needs assurance that you are able to sufficiently assess risks when delivering cycle training particularly on the highway.

Your response should clearly provide details of:

1. how you will ensure the safety of trainee’s when delivering cycle training.
2. how Instructors will keep up to date with Health and Safety guidance and legislation.
3. how your Instructors manage risk
   1. **Continuous Professional Development (CPD) & Post Course Assessments Part 4 Section 9 – Question 9.5**

The Council requires assurance that your Instructors are trained to National Bikeability Standards and remain up to date with post course assessments and continuous professional development.

Your response should clearly provide details of:

1. The process you follow to ensure your Instructors remain up to date with all Standards including post assessments
2. The process you follow to ensure your Instructors remain up to date with H & S, Risk Assessments and other requirements
   1. **Capacity to Deliver the Services Part 4 Section 9 Question 9.6**

The Council requires assurance that your Organisation and Trainers are able to manage the varying demand for cycle training throughout the year

Your response should clearly provide details of:

1. How you intend to advertise and promote all services detailed in specification to ensure maximum uptake
2. How many Instructors you propose to deploy under the contract and their experience
3. How you intend to cover absences at short notice and how you will manage cancellation of training sessions if there isn’t any cover available
   1. **Training and progression Part 4 Section 9 Question 9.7**

The Council requires assurance that your Instructors will encourage trainee’s to progress form one level to the next.

Your response should clearly describe in detail how your Instructors will encourage trainees to progress from one level to the next level

* 1. **Cycling for Health Part 4 Section 9 Question 9.8**

The Council requires assurance that your Instructors are able to encourage residence to take up cycling as a way of increasing their physical fitness. This session must be delivered off road.

Your response should clearly explain, with examples, how you would engage with the residents to encourage them on the benefits of the scheme and to take up training.

* 1. **Social Value Part 4 Section 9 Question 9.9**

Deriving Social Value outcomes from our contracting is important for the Council. Please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services**.**

Your response should clearly explain your proposals in relation to delivering social value to the residents of the London Borough of Croydon**.**

* 1. **Premier Supplier Programme Early Payment Rebate Part 4 Section 9 Question 9.10**

Tenderers response to Question 9.10, i.e. the Early Payment Rebate offered by the Tenderer, will be scored according to Table 4 below and awarded a score from a range of 0 to 5.

**Table 4**

|  |  |
| --- | --- |
| **Rebate Offered** | **Marks Awarded** |
| 0%\* | 0\* |
| 0.50% | 1 |
| 1.00% | 2 |
| 1.25% | 3 |
| 1.50% | 4 |
| 2.00% | 5 |

\*Excludes participation in the PSP

Please see Appendix 2 for full details on the PSP (Early Payment Rebate).

**Questions 9.11 and 9.12 are for information only and are not scored.**

* 1. **Award Criteria - Price**

Following the evaluation of the Tenderer’s responses to project specific questions, the Financial Submission of Tenderers, as appropriate, shall be assessed.

All Tenderers are required to complete the Pricing Schedule and Tenderers must comply with the instructions provided.

The Pricing Schedule is for the price per training package and the price per package will be evaluated as per the example in Table 5 below:

Lowest price per training package / Bidders price per training package x weighting

**Table 5**

|  |  |  |  |
| --- | --- | --- | --- |
| **EXAMPLE** | | | |
| **Cycling Training Package** | **Bidder A** | **Bidder B** | **Bidder C** |
| Bikeability Level 1 | £25.00 | £20.00 | £15.00 |
| Weighting 5% | 3.00% | 3.75% | 5.00% |
|  |  |  |  |
| Bikeability Level 2 | £20.00 | £15.00 | £12.00 |
| Weighting 5% | 3.00% | 4.00% | 5.00% |
|  |  |  |  |
| Bikeability Level 1 & 2 | £15.00 | £10.00 | £10.00 |
| Weighting 8% | 5.33% | 8.00% | 8.00% |
|  |  |  |  |
| Advanced Bikeability Level 3 | £10.00 | £8.00 | £5.00 |
| Weighting 5% | 2.50% | 3.13% | 5.00% |
|  |  |  |  |
| Adult Taster Package | £2.00 | £3.00 | £4.00 |
| Weighting 2% | 2.00% | 1.33% | 1.00% |
|  |  |  |  |
| School Higher Education Bikeability Level 1 & 2 | £15.00 | £10.00 | £10.00 |
| Weighting 7% | 4.67% | 7.00% | 7.00% |
|  |  |  |  |
| School Higher Education Bikeability Level 2 | £20.00 | £15.00 | £12.00 |
| Weighting 4% | 2.40% | 3.20% | 4.00% |
|  |  |  |  |
| School Higher Education Bikeability Level 3 | £10.00 | £8.00 | £5.00 |
| Weighting 4% | 2.00% | 2.50% | 4.00% |
|  |  |  |  |
| Adult and Child Group Cycle Training Package | £22.00 | £23.00 | £26.00 |
| Weighting 2% | 2.00% | 1.91% | 1.69% |
|  |  |  |  |
| Cycling for Health Sessions | £4.00 | £2.00 | £5.00 |
| Weighing 2% | 1.00% | 2.00% | 0.80% |
|  |  |  |  |
| Training school teachers etc to help pupils during balance bike and scooter practice | £3.00 | £6.00 | £8.00 |
| Weighting 4% | 4.00% | 2.00% | 1.50% |
|  |  |  |  |
| Scooter and Balance Bike Training (excluding cycle hire) | £6.00 | £5.00 | £2.00 |
| Weighting 2% | 0.67% | 0.80% | 2.00% |
|  |  |  |  |
| Disability and Electric Cycle Training (excluding cycle hire) | £10.00 | £13.00 | £9.00 |
| Weighting 2% | 1.80% | 1.38% | 2.00% |
|  |  |  |  |
| Bicycle Maintenance Session | £5.00 | £5.00 | £5.00 |
| Weighting 2% | 2.00% | 2.00% | 2.00% |
|  |  |  |  |
| Extra 121 tuition | £25.00 | £30.00 | £22.00 |
| Weighting 2% | 1.76% | 1.47% | 2.00% |
|  |  |  |  |
| Bike Hire | £7.00 | £7.00 | £7.00 |
| Weighting 2% | 2.00% | 2.00% | 2.00% |
|  |  |  |  |
| Parent / Teacher Advice Session Level 1 & 2 | £6.00 | £6.00 | £6.00 |
| Weighting 2% | 2.00% | 2.00% | 2.00% |
|  |  |  |  |
| **Total** | 42.13% | 48.47% | 54.99% |

The Council reserves the right to ask Tenderers to clarify elements of their pricing submission as necessary to ensure that the Council is able to evaluate pricing submissions on a like for like basis.

The Score for price will be based solely on information provided in the Pricing Schedule.

Any price which appears to the Council to be abnormally low or high will, in accordance with Regulation 69 of the PCR 2015, be clarified with the relevant Tenderer and an explanation sought to explain the price submitted by the Tenderer. This includes ensuring that this is not as a result of a failure to understand the requirements of the Contract or the Invitation to Tender documentation. The Council will assess any information provided by the relevant Tenderer to explain its price and may reject the Tenderer’s Tender Response after following this process where the evidence supplied by the Tenderer does not satisfactorily account for the abnormally low or high price.

Tender prices must, in all cases, be inclusive of all of the following:

* + - 1. the social value offer proposed
      2. any requirements which are the effect of the application of TUPE
      3. any costs which are the effect of the obligation on the successful Service Provider in relation to the Living Wage
      4. any overheads, ad hoc administrative costs
      5. all matters stated in the draft Contract and the Specification
      6. Tender prices must be shown exclusive of VAT

1. Total Score and Award Process

The total score for each Tenderer is the combination of the weighted quality scores and the price scores. The Tenderer who satisfies all requirements of the Instructions to Tender and is awarded the highest combined score shall be identified as the preferred bidder. Example below:

**Table 6**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier** | **Quality Score** | **Price Score** | **Total Score** | **Ranking** |
| A | 30.00 | 58.00 | 88.00 | 2 |
| B | 40.00 | 54.99 | 94.99 | 1 |
| C | 20.00 | 40.00 | 60.00 | 3 |

* 1. **Interviews / Clarification (if required)**

As part of the evaluation process, and after the scoring of all quality submissions, Tenderers may be requested to attend the Council offices in order to answer questions relating to their submissions from the evaluation panel. The purpose of the interviews will be to clarify (if required) tender submissions and to confirm or adjust the scoring of tender submissions. There will be no separate scoring mechanism for this interview stage of the evaluation

**25 Award Decision**

Once the award decision has been made by the Council, The Council will observe a voluntary standstill period of 10 calendar days in accordance with Regulation 86 of the PCR 2015.

The award decision will be notified to Tenderers via the Council's e-Tendering Portal.

1. appendices

**Appendix 1 – Overview of Tender Response Assessment**

**Appendix 2 – Draft PSP Supplier Participation Agreement**

| **Appendix 1**  **Overview of Tender Response Assessment** | | | |
| --- | --- | --- | --- |
| **Completeness, Compliance, Eligibility and Qualification** | | | |
|  | **Section / Area of Assessment** | **Scoring Allocation** | **Scoring Allocation Criteria** |
| **Parts 1 – 3**  **Sections 1 – 8** | Completeness/ Compliance | Pass / Fail | Pass: Complete information provided and compliant with the Invitation to Tender  Fail: Incomplete information provided and non-compliant with the invitation to tender |
| **Part 1**  **Section 1** | * Tenderer Information * Bidding model * Contact details and declaration | N/A | For information only |
| **Part 2**  **Sections 2 – 3** | Grounds for Mandatory and Discretionary Exclusion | Pass / Fail | Pass: Tenderer confirms that they, or any other entity that they seek to rely on, do not meet any of the mandatory or discretionary grounds for exclusion, or, where they do apply, the Tenderer has provided sufficient evidence to demonstrate that they, or, as appropriate, any other entity that they seek to rely on, has effectively "self-cleaned" the situation referred to, to the satisfaction of the Council.  Fail: Any of the mandatory or discretionary grounds for exclusion do exist in relation to the Tenderer, or any other entity that they seek to rely on and the Tenderer is unable to provide sufficient evidence to demonstrate that they, or, as appropriate, any other entity that they seek to rely on, has effectively "self-cleaned" the situation referred to, to the satisfaction of the Council. |
| **Part 3**  **Section 4** | Economic and Financial Standing | Pass / Fail | Pass: The Tenderer (or the entity or entities the Tenderer is relying on for the purposes of this Section 4 and/or 5) has self-certified that:   * it is able to provide audited accounts for the last two (2) years, if requested, or alternatively, can provide either: (a) a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for their organisation; (b) a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; or (c) alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status); * it can satisfy the minimum turnover threshold for this Procurement of a total of £300K per annum over the last two (2) complete financial years; * it has positive net assets and that their current assets are at least equal to their current liabilities.   Fail: The Tenderer (or the entity or entities the Tenderer is relying on for the purposes of this Section 4 and/or 5) is unable to self-certify the requirements above.  The Council reserves the right to review any additional information provided by the Tenderer and undertake a risk assessment to determine the relative potential benefits to the Council compared to any potential risks associated with allowing a Tenderer to pass at this stage even if it does not meet the minimum turnover threshold. In such circumstances, the Council will report to the Council's Section 151 officer outlining any mitigating circumstances provided in the additional information and the outcome of any subsequent risk assessment which would support a decision to allow a Tenderer to pass the turnover test even if it has not met the necessary minimum turnover threshold. The decision of the Council's Section 151 officer will be final. |
| **Part 3**  **Section 5** | Further Tenderer information | Pass / Fail  (if applicable) | Pass: Where a Tenderer has indicated in Question 1.2 of the Tender Response Document that it is part of a wider group, the Tenderer has self-certified that it can provide parent company accounts, if requested, and that the parent company would be willing to provide a guarantee if necessary, or alternatively, would be able to obtain a guarantee elsewhere (e.g. from a bank).  Fail: The Tenderer is unable to self-certify the requirements above. |
| **Part 3**  **Section 6**  **Question 6.1 or 6.3** | Technical and Professional Ability | Pass / Fail | Pass: The Tenderer achieves a score of 3 or more in Question 6.1 and Question 6.3 (if applicable).  Fail: The Tenderer achieves a score of 2 or less in Question 6.1 and Question 6.3 (if applicable). |
| **Part 3**  **Section 6**  **Questions 6.2 (i) and (ii)** | Sub-Contracting – Supply Chains | Pass / Fail | Pass: will be achieved if the Council is satisfied with the example’s given which will be assessed by achieving a score of 3 or more in Question 6.2  Fail: The Tenderer achieves a score of 2 or less in Question 6.2 |
| **Part 3**  **Section 7**  **Questions 7.1 and 7.2** | Requirements under Modern Slavery Act 2015 | Pass / Fail | Pass: The Tenderer has responded with 'N/A' to Question 7.1 or with 'Yes' to Questions 7.1 and 7.2 and has provided a relevant url which provides information that satisfies the Council or a satisfactory explanation as to a 'No' answer to Question 7.2.  Fail: The Tenderer has responded with ‘No' to Question 7.2 and does not provide the relevant url (link) or responds with ‘No’ to Question 7.2 and provides an unsatisfactory explanation. |
| **Part 3**  **Section 8**  **Question 8.1** | Insurance | Pass / Fail | Pass: The Tenderer has self-certified that it has in place the required insurances or has provided written confirmation that it is capable of putting them in place in advance of the award of the Contract.  Fail: The Tenderer has failed to self-certify that it has in place the required insurances or that it is capable of putting them in place in advance of the award of the Contract. |
| **Part 3**  **Section 8**  **Question 8.2** | Registration and Accreditation - Organisation | Pass / Fail | Pass: The Tenderer has self-certified that that they are a Bikeability Registered Cycle Training Provider  Fail: The Tenderer has failed to self-certify that they are a Bikeability Registered Cycle Training Provider. |
| **Part 3**  **Section 8**  **Question 8.3** | Registration & accreditation - Instructors | Pass / Fail | Pass: The Tenderer has self-certified that they use National Standard Certified Instructors with accreditation numbers and Instructors are DBS checked  Fail: The Tenderer has failed to self-certify that they use National Standard Certified Instructors with accreditation numbers and Instructors are DBS checked. |
| **Part 3**  **Section 8**  **Question 8.4** | Health & Safety | Pass / Fail | Pass: The Tenderer has self-certified that it has a Health & Safety Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.  Fail: The Tenderer has failed to self-certify that it has a Health & Safety Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees. |
| **Part 3**  **Section 8**  **Question 8.5** | Compliance with Business Continuity Requirements | Pass / Fail | Pass: The Tenderer has self-certified that it has/ will have a fully documented Business Continuity Plan which can be maintained effectively throughout the period of the Contract  Fail: The Tenderer has failed to self-certify that it has/ will have a fully documented Business Continuity Plan that will be maintained effectively throughout the period of the Contract |

| **Part 4: Technical and Professional Ability Assessment**  **Section 9: Tender specific questions** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Part 4**  **Section 9** | **Question** | **% Weighting** | **Scoring Allocation** | **Minimum Score Requirement** | **Scoring Allocation Criteria** |
| **QUALITY** | | | | | |
| Question 9.1 | Information Systems/ Booking Administration | 1. 4% 2. 2% 3. 2% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.2 | Complaint Resolution and Customer Service | 1. 2% 2. 2% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.3 | Equalities | 2% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.4 | Risk Management | 1. 2% 2. 2% 3. 2% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.5 | Professional Development | 1. 2% 2. 2% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.6 | Capacity to Deliver the Services | 1. 2% 2. 2% 3. 2% | 0 – 5 | 3 | As detailed on Table 3 |
| Question 9.7 | Training Progression | 3% | 0 -5 | 3 | As detailed in Table 3 |
| Question 9.8 | Cycling for Health | 3% | 0 – 5 | 3 | As detailed in Table 3 |
| Question 9.9 | Social Value | 2% | 0 – 5 | 3 | As detailed on Table 3 |
| Question 9.10 | Premier Supplier Programme – Early Payment Rebate | 2% | 0 – 5 | 0 | As detailed on Table 4 |
| Question 9.9 | PSP – Existing Participant | N/A | Not scored | N/A | For information only |
| Question  9.10 | PSP – Application to all Invoices | N/A | Not Scored | N/A | For information only |
| **PRICE 60%**  Lowest price per training package / Bidders price per training package x weighting | | | | | |
| **PRICE** | Per training package | Various weightings = Total 60% |  |  | As detailed in Table 5 |

**Appendix 2 – Draft PSP Supplier Participation Agreement Goods and Services**

|  |  |
| --- | --- |
| Dated 2018 | |
| The London Borough of Croydon  [NAME OF SUPPLIER] | | | |
| Supplier participation agreement (variation to payment terms)  *– Premier supplier programme* | |
|  | |
|  |  |

**THIS AGREEMENT** is made on 2018

**BETWEEN**

1. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CROYDON of Town Hall, Katharine Street, Croydon, Surrey, CR0 1NX (the “**Council”**)

[NAME OF SUPPLIER] [trading as [TRADING NAME]] (registered number [COMPANY NUMBER]) whose registered office is at [ADDRESS] (the **“Supplier”**).

**BACKGROUND**

The parties have entered into a contract for goods, services and/or works, in accordance with which the Council is the beneficiary of those goods, services and/or works and the Supplier is the provider of those goods, services and/or works.

The Council has introduced a programme (the “premier supplier programme”) of improvements in the Council’s purchase-to-pay processes, enhanced supplier relationships and the opportunity to benefit from the early payment of their invoices.

The Supplier has agreed to participate in the Council’s premier supplier programme and accordingly to operate on varied payment terms in respect to this contract on the terms and conditions as set out in this Agreement.

**OPERATIVE PROVISIONS**

1. **DEFINITIONS AND INTERPRETATION**

In this Agreement:

* 1. the following words and expressions have the following meanings unless the context otherwise requires:

|  |  |
| --- | --- |
| **“Contract”** | the contract [Insert name of this contract] entered into between the Council and the Supplier, Any exemptions to this Agreement are to be identified in Schedule 1; |
| **“Effective Date”** | [the date of this Agreement/[DATE]]; |
| **“Rebate”** | shall have the definition given to it in clause 3.1.1. |

* 1. the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement.
  2. any reference to writing or written includes e-mail.

1. **TERM**

This Agreement will commence on the Effective Date and will continue for a minimum period of two (2) years and will continue thereafter unless and until terminated by either party giving not less than six (6) months’ written notice to that effect to the other party, such termination to be effective no earlier than the date that is two (2) years from the Effective Date.

1. **PARTICIPATION IN PREMIER SUPPLIER PROGRAMME – STANDARD GOODS AND SERVICES CONTRACTS**
   1. Notwithstanding the terms of the Contract, the parties agree to vary, for the duration of the term of this Agreement, those terms of the Contract which relate to payments (and the timing of payments) as follows:
      1. the Supplier acknowledges and agrees that in consideration of the Council paying an Invoiced Debt owed to the Supplier under or in connection with a Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, the Council shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, such percentage of that Invoiced Debt (the “**Rebate**”) that is calculated in accordance with Schedule 2.
      2. for the avoidance of doubt, nothing in this Agreement shall:
         1. affect the date by which payment of an Invoiced Debt is required to be made by the Council; or

require the Council to make early payment to the Supplier in respect of any Invoiced Debt; and

* + 1. the Contract will continue in full force and effect as amended by this Agreement.

where there is any conflict or inconsistency between the provisions of this Agreement and the Contract, the provisions of this Agreement shall take precedence.

* 1. On termination of this Agreement:
     1. to the extent that any provisions of a Contract have been varied by the operation of clause 3.1, such provisions shall be deemed to be further varied so as to revert to the language existing immediately prior to the operation of this Agreement; and
     2. in respect of any Invoiced Debts that remain unpaid as at the date of termination of this Agreement, the terms of this Agreement shall survive termination in respect of such Invoiced Debts until payment has been effected.
  2. This Agreement does not release any party to it from any breaches of a Contract existing at the date of this Agreement, or in the future, or affect any existing rights that have accrued under a Contract prior to the date of this Agreement.
  3. This Agreement shall continue to apply to all Invoiced Debts that remain unpaid up to and including the date of expiry or termination of this Agreement (including where a Contract has terminated or expired).
  4. The calculation of the Rebate may only be varied in accordance with Schedule 2 or otherwise through the variation of this Agreement, where agreed by the parties.
  5. The Council shall issue a debit note indicating the value of the Rebate that has been applied.

1. **PARTICIPATION IN PREMIER SUPPLIER PROGRAMME**
   1. Notwithstanding the terms of the Contract, the parties agree to vary, for the duration of the term of this Agreement, the Contract as follows:

**Incorrect Application of Rebates**

* 1. In the event the Supplier, acting reasonably, considers that the Council has incorrectly applied a Rebate it shall raise a query in respect of that Rebate with the Council’s accounts payable team (whose details will be provided to the Supplier by the Council, as updated from time to time) within seven (7) days of the relevant payment being received by the Supplier.
  2. If the Supplier does not raise a genuine query under clause 4.2 within seven (7) days of the relevant Rebate being applied, the Council shall be deemed to have applied the Rebate correctly in that instance and shall be entitled to retain that Rebate.
  3. The parties shall use reasonable endeavours to resolve any query raised in accordance with clause 4.2 in a timely manner, including making relevant personnel available for the purpose.

**E-Invoicing**

* 1. The parties agree to implement e-invoicing within 1 month of the date of this Agreement. The Supplier will then send electronic copies of their invoices:

in machine generated PDF format (i.e. produced directly from Supplier billing application or PC program);

to the designated Council invoice receiving email address: [e.invoice@croydon.gov.uk](mailto:e.invoice@croydon.gov.uk);

full details of the requirements and benefits of e-invoicing are available at <http://img.en25.com/Web/OxygenFinanceLimited/%7B6a925f69-e8a7-456b-a654-11ac5b73d8cf%7D_LBC-SOB-E-Invoicing_FAQs_v2.pdf>.

**Supplier Portal**

* 1. The Council may make proposals to implement an online portal to administer the early payment programme and the Supplier agrees to consider such proposals in good faith and not refuse reasonable amendments to this Agreement to reflect such proposals.
  2. In the event that the Council implements an online portal the Council shall grant (insofar as it has the power to do so) to the Supplier a revocable, royalty free, non-exclusive, worldwide licence to use the online portal for the sole purpose of meeting its obligations under and realising its benefits arising from this Agreement.
  3. The Supplier shall not transfer the licence granted under clause 4.7, without the prior written consent of the Council.
  4. The licence granted at clause 4.7 shall continue for the duration of this Agreement or its earlier termination or until the Council decides for any reason to terminate the licence (by notifying the Supplier in writing), whichever occurs first.
  5. Notwithstanding anything to the contrary in the Contract, any and all intellectual property rights in the online portal shall remain vested in the Council and/or any other third party or parties that supplied the online portal (or any part of it) to the Council.

1. **SET OFF**

The Council may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under a Contract

1. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

1. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

1. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

1. **JURISDICTION**

The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement, including in relation to any non-contractual obligations.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

THE COMMON SEAL of )

THE MAYOR AND BURGESSES OF THE )

LONDON BOROUGH OF CROYDON )

was hereto affixed in the presence of:

Authorised Signatory

Seal Number:

|  |  |  |
| --- | --- | --- |
| EXECUTED as a DEED by [NAME OF COMPANY] acting by [NAME OF DIRECTOR], a director, and [NAME OF DIRECTOR/SECRETARY], a director/its secretary. | )  )  )  )  )  )  ) | ................................................  Director |
|  | ) | ................................................ |
|  |  | Director/Secretary |

1. schedules

**SCHEDULE 1**

**Exemptions**

**SCHEDULE 2**

**Early Payment Programme**

Rebates which the Council may deduct and retain – standard goods and services contracts

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Number of days elapsed between the Calculation Trigger Date and the Invoice Payment Date** | **% of the amount owed that may be deducted and retained by the Council as the Rebate**  **Rate offered:** | | | | |
| **0.50%** | **1.00%** | **1.25%** | **1.50%** | **2.00%** |
| 0 | 0.75% | 1.50% | 1.88% | 2.25% | 3.00% |
| 1 | 0.73% | 1.45% | 1.81% | 2.18% | 2.90% |
| 2 | 0.70% | 1.40% | 1.75% | 2.10% | 2.80% |
| 3 | 0.68% | 1.35% | 1.69% | 2.03% | 2.70% |
| 4 | 0.65% | 1.30% | 1.63% | 1.95% | 2.60% |
| 5 | 0.63% | 1.25% | 1.56% | 1.88% | 2.50% |
| 6 | 0.60% | 1.20% | 1.50% | 1.80% | 2.40% |
| 7 | 0.58% | 1.15% | 1.44% | 1.73% | 2.30% |
| 8 | 0.55% | 1.10% | 1.38% | 1.65% | 2.20% |
| 9 | 0.53% | 1.05% | 1.31% | 1.58% | 2.10% |
| **10 - Target Payment Day** | **0.50%** | **1.00%** | **1.25%** | **1.50%** | **2.00%** |
| 11 | 0.48% | 0.95% | 1.19% | 1.43% | 1.90% |
| 12 | 0.45% | 0.90% | 1.13% | 1.35% | 1.80% |
| 13 | 0.43% | 0.85% | 1.06% | 1.28% | 1.70% |
| 14 | 0.40% | 0.80% | 1.00% | 1.20% | 1.60% |
| 15 | 0.38% | 0.75% | 0.94% | 1.13% | 1.50% |
| 16 | 0.35% | 0.70% | 0.88% | 1.05% | 1.40% |
| 17 | 0.33% | 0.65% | 0.81% | 0.98% | 1.30% |
| 18 | 0.30% | 0.60% | 0.75% | 0.90% | 1.20% |
| 19 | 0.28% | 0.55% | 0.69% | 0.83% | 1.10% |
| 20 | 0.25% | 0.50% | 0.63% | 0.75% | 1.00% |
| 21 | 0.23% | 0.45% | 0.56% | 0.68% | 0.90% |
| 22 | 0.20% | 0.40% | 0.50% | 0.60% | 0.80% |
| 23 | 0.18% | 0.35% | 0.44% | 0.53% | 0.70% |
| 24 | 0.15% | 0.30% | 0.38% | 0.45% | 0.60% |
| 25 | 0.13% | 0.25% | 0.31% | 0.38% | 0.50% |
| 26 | 0.10% | 0.20% | 0.25% | 0.30% | 0.40% |
| 27 | 0.08% | 0.15% | 0.19% | 0.23% | 0.30% |
| 28 | 0.05% | 0.10% | 0.13% | 0.15% | 0.20% |
| 29 | 0.03% | 0.05% | 0.06% | 0.08% | 0.10% |
| 30 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

For any undisputed Invoiced Debt, the Calculation Trigger Date shall be the date the relevant invoice is received by the Council, such date being the date recorded in the Council’s accounts payable system as the registration date. For any disputed Invoiced Debt, the Calculation Trigger Date shall be the date on which the dispute has been resolved to the mutual satisfaction of the parties.

The Invoice Payment Date shall be the date on which the Council executes its payment run in respect of the relevant Invoice Debt.

Calculation of the Rebate

* + - 1. The Rebate is calculated by establishing the number of days that have elapsed between the Calculation Trigger Date and the Invoice Payment Date and comparing the number of days elapsed within the first column of the table above to determine the Rebate to be applied to the invoiced amounts. The Rebate percentage (%) is calculated to 14 decimal places and it is this value that is applied in all calculations. However, for simplicity, the Rebate % displayed in the table above has been rounded to 2 decimal places.
      2. Rebates applied to invoices are calculated at an invoice line item level. Rebates are applied in the manner described at (a) immediately above, against the value of each line item. The result of this calculation is rounded to the nearest pence. Once the Rebates for all line items have been calculated, they are aggregated to provide the total Rebate value to be deducted from the Supplier’s invoice on early payment of the invoice.

For every 0.25% (25 Basis Points) change in the Bank of England Base Rate the Rebate will be adjusted in the same direction as the Base Rate change, by 0.02% (2 Basis Points).

Enter any content that you want to repeat, including other content controls. You can also insert this control around table rows in order to repeat parts of a table.