



Mulberry Place, 5 Clove Crescent, London E14 2BG

**DYNAMIC PURCHASING SYSTEM**

**Ref: HAC5591**

**Community Transport Passenger Services**

**USERS AND SUPPLIERS: OPERATION MANUAL**

comprising its

**Operation, Conditions of Supply and**

**Administrative Terms of Call-Off**

# DPS for the Community Transport Passenger Services Operation Manual

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# LBTH Community Transport Passenger Services DPS

## Operation Manual

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### 1 Definitions

Applicant	A potential Supplier, seeking appointment as a Supplier.
Application Form	Document accessed via the portal whereby suppliers may apply to join the DPS
Authority	The London Borough of Tower Hamlets
Bid	A Suppliers offer comprising cost and services in response to an RFQ
Client and Client Representative	The Authority or the Representative of the Authority commissioning and managing a contract or agreement for supply pursuant to this DPS.
Commission	An order or the actual process of placing an order with a Supplier
DPS	A dynamic purchasing system as defined in the PCR2015
Eligible	A Supplier is eligible to operate a route or routes if they satisfy all of the criteria as laid down in the Application Form and meet the requirements of any Financial Assessment.
GDPR	General Data Protection Regulations (if and as Amended)
LBTH	London Borough of Tower Hamlets
Levy	Charge raised by LBTH to cover administration costs of the DPS
Mini-Competition	Competitive process offering Suppliers the opportunity to bid for specific User vacancies.
PCR2015	Public Contract Regulations of 2015
RFQ	a Request for a Quote (for a route), issued to all eligible Suppliers inviting participation in a Mini-Competition.
Route	A multiple pick-up and drop-off commission
Run	A single journey with a passenger or passengers
Sub route	A smaller route that forms part of a route being commissioned by a User. A sub-route, by definition, could become a route in its own right.
Supplier	An eligible company or provider that has been admitted onto the DPS.
System	The portal used to manage this DPS which is available at: <a href="https://procontract.due-north.com/Login">https://procontract.due-north.com/Login</a>
Tender	The process, via an RFQ, of seeking a price for a route.
User	The contracting authority making use of the DPS with the intention of securing passenger transport services but who may or may not yet be in the position of Client

### 2. Introduction – this DPS

- 2.1 This Manual sets out the administrative arrangements for the DPS. Contracts awarded pursuant to the DPS shall be on the basis of the appended Terms and Conditions.

- 2.2 This DPS is to facilitate the provision of transport of vulnerable adults and children as described in Paragraph 2.4, by companies able and qualified to do so.
- 2.3 It is the intention that passenger transport of various types (see Paragraph 2.5) will be available via this DPS.
- 2.4 The purpose of the transport services provided through this DPS is the transport of vulnerable adults and children to either day centres or schools (or other places as instructed by the client) and home again at the end of their day.
- 2.5 The means of transport that might be sourced through this DPS will include but not be limited to:
- Buses and coaches
  - Minibuses
  - Minicabs including cars and MPVs
- all of which may require adaptations and facilities for the transport of persons with special needs.
- 2.6 Commissions and placements made through this DPS shall be subject to a levy to cover its management and administration, as detailed in Paragraph 3.11 below.

#### *Using this Manual*

- 2.7 This Manual endeavours to cover all aspects of the use of the DPS in logical Sections. Nevertheless, Suppliers and User representatives are advised to read all sections of the manual to understand fully how their roles fit in together to complete the commissioning process.

### **3 Structure of the DPS – Users and Suppliers**

- 3.1 The DPS will be administered in line with the provisions of the PCR2015
- 3.2 In keeping with these Regulations, appropriately-qualified Suppliers (see Paragraph 3.7) will be allowed to join the DPS throughout its life, which is projected to be seven years.
- 3.3 In compliance with Regulation 34.12 of the PCR2015, by making an application to join the DPS, Suppliers acknowledge and agree that a User may specify the following timescales (Paragraph 3.4) for a Supplier to respond to an RFQ, depending on the circumstances.
- 3.4 Submission deadlines may be stipulated as by midday on:
- a. The deadline date specified by the User in the RFQ (any working day)
  - b. The 3<sup>rd</sup> working day after (and so not including) the day on which the RFQ is issued – this is the default submission time.
  - c. The day following the issue of the RFQ, provided the RFQ is issued before midday and requires an urgent solution. This option (c) can only be used in exceptional circumstances. If the RFQ for an urgent supply is issued after midday, the deadline shall move on an additional working day.

3.5 Notwithstanding Paragraph 3.4 above, should no bid be received by the stated deadline, the User may revert to making direct contact with a Supplier on the DPS to effect an interim solution to serve until such time as a tendered solution can be successfully executed.

3.6 An RFQ must provide all essential information on the User's requirements, including details of the route and the passengers and any support needs, sufficient for the supplier to proffer appropriate quotations for appropriate vehicles.

3.7 Appropriate and Qualified Suppliers are defined as those who wholly meet the requirements of the Application Form, which is available at:

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

Contract Reference: HAC55691

#### *Scope of the DPS*

3.8 The dynamic nature of the DPS will mean that new and existing Suppliers may make new vehicles or relevant services available, perhaps in response to needs conveyed to them by the User.

3.9 To nurture this dynamism, the range of transport mediums and services made available via this DPS will not be limited.

#### *Administration Details*

3.10 This DPS has been procured by the London Borough of Tower Hamlets who shall be responsible for all DPS management and administrative duties. They can be contacted at:

[procurement@towerhamlets.gov.uk](mailto:procurement@towerhamlets.gov.uk)

#### *Costs and Charges*

3.11 Charges for the use of this DPS shall be levied by LBTH to cover management and administrative costs as follows:

3.11.1 LBTH shall require a levy of 1.0% on all Commissions, which shall be secured from the Suppliers via a retrospective invoice issued on a quarterly or monthly basis, depending on the activity level of the System.

3.11.2 Suppliers must provide for this 1.0% levy (as referred to in 3.11.1) within their pricing structure.

#### *Terms and Conditions (T&Cs)*

3.12 The following requirements shall apply to the conduct and use of this DPS:

3.12.1 The DPS Terms and Conditions (and completed RFQ Order Form), between the Client and the Supplier

3.12.2 The requirements of the completed RFQ Order Form, agreed between the Client and the Supplier prior to a commission.

3.12.3 The stipulations of the Operation Manual (this document).

3.13 Each of these documents (3.12) is available via the DPS location on the portal at:

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

*Suppliers' Financial Standing*

- 3.14 LBTH must be satisfied that all Suppliers on the DPS are financially sound.
- 3.15 As part of the Application process, suppliers will be asked to provide copies of their most recent accounts and be responsible for providing updates throughout their time on the DPS as and when their published accounts become available. Where small companies have exemption from publication, the Turnover figure from their profit and loss accounts will also need to be submitted along with their accounts.
- 3.16 Financial assessments will – at the discretion of the Authority - be run:
- a. As a final check before a route is awarded
  - b. When a route develops into a longer-term arrangement or
  - c. If and when a Dunn and Bradstreet alert signifies a need for concern.
- 3.17 Financial Assessment will be run using the financial assessment model provided for your information at Appendix 5.
- 3.18 Suppliers may also be asked on occasion to provide copies of their accounts or additional information to supplement their accounts. Any such request must be complied with for the Supplier to remain eligible.
- 3.19 In the event that a check gives cause for concern, the Supplier may be considered ineligible for award, in which case:
- a. A new route will not be awarded to that Supplier
  - b. Existing routes with that Supplier will be reviewed in light of the test outcome and some or all may be withdrawn depending on the perceived level of financial risk.
  - c. The DPS administrator will consider whether the Supplier should be subject to a re-application process (which would have to include a financial re-assessment) before the Supplier will be considered eligible again to be awarded routes.

**4 Seeking a Quote and Commissioning a Service**

*Seeking a Price - Users*

- 4.1 An RFQ will be completed by the User for each route or run required. These RFQs will be based on the route's key requirements but will also contain additional information on the User's requirements (for example, seat restraints, boosters, Passenger Assistance, medical support equipment, anticipated period of proposed Commission, bid return period, etc.).
- 4.2 A copy of the RFQ is given for information in Appendix 3, which may be used as a template, but an RFQ is supplied for use as a separate document within the bundle.
- 4.3 Users should complete an RFQ document for each route and send it to the DPS Administrator (by e-mail), who will check the RFQ is complete and suitable for issue and then publish it via the system for all Suppliers to see.

*Submitting a Price – Suppliers*

- 4.4 Suppliers will bid by downloading the RFQ (it is in *msWord* format), completing the bidders' Submission Section and then printing, signing and uploading the completed RFQ back onto the

portal, ensuring they complete the whole process (including 'submit') before the stated submission deadline.

(Note: the RFQ document may be printed and completed in full by hand, prior to signing and uploading, if that is preferred).

4.5 A Supplier may, if they wish, submit multiple solutions to the RFQ, perhaps comprising an alternative mixture of vehicles and sub-routes, to optimise delivery of the requirement. If doing so, each proposal must be submitted on a separate RFQ Form.

4.6 The submission of multiple solutions (above) may be used to provide multiple-route discounts where the Supplier feels they may apply them.

4.7 Whilst the client may issue a batch of several routes for quotation, Suppliers may provide quotes for only those routes which they choose.

#### *Assessment of Bids - User*

4.8 When the submission deadline has passed, all responses will be forwarded by the DPS Administrator, to the Client for them to evaluate.

4.9 Bids may not be viewed by any person before the stated submission deadline.

4.10 The Client may request further information or assurances (via the portal) from any Supplier who submits a bid for a route.

4.11 The Client will assess the bids and select the winning submission. Whilst this will normally be based on the lowest price, the Client is not obliged to accept the cheapest solution (e.g. multiple route discounts or alternative vehicles) if they do not consider the solution is in the passengers' best interests.

#### *Outcome – Users and Suppliers*

4.12 The Client must notify the DPS Administrator of the outcome of the process.

4.13 Suppliers will be notified of the outcome via the portal and the award process on the system will be instigated.

4.14 The DPS Administrator will issue the Contract Award Notice to OJEU.

4.15 The Client shall have no obligation under this DPS to provide feedback on any bid by any supplier but may do so if requested in the interests of improved service.

4.16 The Commissioning of a Supplier and the ensuing legal commitments regarding payments and compliance with the T&Cs of this DPS shall be undertaken by the Client in accordance with standard procedures. This will normally be in the form of a Purchase Order with additional details confirmed either in writing via the portal or by telephone conversation as appropriate.

#### *Commencement of Service*

4.17 Commencement of a service shall be arranged between the Client and the Supplier. Actual provision of the commissioned service must not take place until the commissioning process

(Paragraph 4.16) is complete.

- 4.18 Users are reminded that this DPS is an OJEU-compliant system and transparency is required in all transactions.
- 4.19 It must be taken on board by all parties that the mobilisation or take-up of a route may incur some delays as the needs and sensitivities of the passengers concerned have to be taken into account.

#### *Retendering and Surrendering Routes*

- 4.20 In order to ensure Value for Money is being achieved, a Client may either re-offer a route or restructure a route and re-offer the resulting route or routes for tender at any time provided a minimum of one month's notice is given to any Supplier currently providing all or part of that service.
- 4.21 Where a route has to be changed due to changes in Passenger requirements that are beyond the control of the Client, whilst as much notice as possible shall be given to the Supplier, no notice period can be guaranteed. Under such circumstances, Suppliers shall have no redress to the client or to any other party for any losses or inconveniences incurred.
- 4.22 When a Supplier wishes to voluntarily surrender part of a route, or a route or routes, they must give the client or the DPS Administrator at least one calendar months' notice, in writing, via the portal. There is no forfeit charge or other penalty for such surrender.

#### *Illustration of the DPS Process*

- 4.23 A Chart illustrating the full Application and Ordering Process is in Appendix 4 at the end of this Manual.

### **5 Operation of the DPS – Suppliers' Terms**

- 5.1 Applicants shall apply to join the DPS by completing and submitting the Application Form and GDPR Questionnaire made available via the system.
- 5.2 Acceptance onto the DPS will be determined by the Applicant's ability to meet the stated requirements of the Application Form in all respects – including and especially GDPR requirements.
- 5.3 Applicants declined on the basis of the information and evidence supplied as part of their application may re-apply when they consider their areas of shortfall in the requirements have been adequately addressed.
- 5.4 The initial application assessment process shall take place not less than 30 days after the publication of the OJEU Notice advertising the opportunity.
- 5.5 Subsequent application assessments shall take place, subject to any extenuating circumstances, at not more than thirty day intervals thereafter for the duration of the DPS.
- 5.6 Applicants must note that it is a requirement of being accepted onto this DPS as a Supplier that the Supplier must advise LBTH immediately if any of the qualification requirements cease to be met (e.g. lapse of insurance). This includes any event or occurrence deemed as Grounds for Mandatory or Discretionary Exclusion, the definitions of which are provided in Appendix 2 of this



document.

5.7 In such instances as in Paragraph 5.6 above, LBTH shall suspend the Supplier's eligibility to offer their services via this DPS until such time as any shortfalls have been addressed, whereupon reinstatement of the Supplier may only be achieved via a re-application as explained in Paragraph 5.1 onwards, above.

5.8 Suppliers must ensure that the rate they quote for a commission includes provision for the 1.0% levy, due retrospectively to LBTH, as explained in Paragraphs 3.11.1 above.

#### *The Quality of the Service*

5.9 Suppliers must abide by the requirements of the Specification of Services issued with the original DPS advertisement and currently available via the portal.

5.10 In the instance of a Commission, the Supplier must work with the Client to ensure a smooth uptake by the Supplier of the Route.

5.11 The Supplier must provide ongoing administrative support to ensure the continued supply of a high-quality service for the Client for the duration of the Commission.

5.12 In keeping with Paragraph 5.11, the Supplier must ensure that the Client has a named Supplier contact (with full contact details) for the duration of the commission.

#### *The Quality of Staff*

5.13 It is the Suppliers' responsibility to ensure that all staff that have a role in providing a service via this DPS are appropriately qualified (including DBS clearance if required) for all of the responsibilities involved and as detailed in the Specification and any RFQ to which they respond.

5.14 Further to the criteria listed in Paragraph 5.13 above, due to the vulnerable nature of the children and adults who are the subject of this DPS, it must be assured by the supplier that all entries on a candidate's DBS, however minor or even if spent, must be disclosed, with the decision to waiver always lying exclusively with the prospective Client User.

#### *Failure in Quality or Performance*

5.15 Where a supplier fails to meet either the required standard of service as laid down in the Specification or the requirements of the route as tendered and agreed, the client representative shall address the matter directly with the Supplier.

5.16 Whilst the core measures of performance shall be the Key Performance Indicators (KPIs) as laid down in Paragraph 36.4 of the Specification but these shall not be the sole criteria against which the performance of a Supplier is assessed.

5.17 Where a failure is repeated, or a pattern of multiple failures occurs, the DPS Administrator has the right to render the Supplier either:

- a. Ineligible to continue to provide the service for that particular route, or
- b. Ineligible to continue as a member of the DPS

depending on the extent of the impact of the failures, until the issues causing the failures are

corrected to the satisfaction of the Authority and the Client.

5.18 The corrective options (a) and (b) in Paragraph 5.16 above shall be applied depending on the severity and nature of the failure and shall be at the absolute discretion of the DPS Administrator.

5.19 In the event of a declaration of ineligibility as explained in Paragraphs 5.16 and 5.17 above, the following shall happen:

In the event of 5.17.(a)	The route or routes concerned shall be retendered via the DPS and the Supplier shall be ineligible to bid for any further routes until they can demonstrate that the issues causing the failure have been addressed and corrected.
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In the event of 5.17.(b)	The route or routes concerned shall be retendered via the DPS and the Supplier shall be required to re-apply for membership of the DPS once they can demonstrate that the issues causing the failure have been addressed and corrected.
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5.20 In the event of any complaint or dispute regarding a decision in respect of Paragraphs 5.15 to 5.18, the matter may be escalated either

- a) via the LBTH Complaints procedure or
- b) via the escalation process as laid down in the Terms and Conditions.

#### *Sub-Contracting*

5.21 Suppliers may make use of sub-contractors in order to provide a service, however, to ensure that essential standards of service and GDPR compliance are maintained, a Supplier may only sub-contract to companies who are on this DPS.

5.22 Sub-contractors may not be part of a joint bid and shall remain contractually the sole responsibility of the registered Supplier.

5.23 Sub-contractors appointed in line with Paragraph 5.20 may be part of the supply chain for multiple Suppliers on the DPS. However, any contract or agreement to provide services will always be between LBTH and the Supplier submitting the quotation.

#### *Ethical Supplier Conduct*

5.24 It is a requirement of this DPS that Suppliers and their sub-contractors all comply with the requirements of the Supplier Ethical Code of Conduct, attached as Appendix 1 to this document.

5.25 Suppliers must also operate an effective complaints system that mirrors or exceeds in effectiveness the complaints management process used by LBTH.

5.26 Details of the LBTH Complaints Procedure can be found at:

Tower Hamlets Council  
Corporate Complaints Unit  
Town Hall, Mulberry Place  
5 Clove Crescent

LondonE14 2BG  
Telephone No. 020 7364 4161 (English/Bengali/Sylheti)  
020 7364 4853 minicom  
or via:  
[Complaints@towerhamlets.gov.uk](mailto:Complaints@towerhamlets.gov.uk)

## **6 Operation of the DPS – User’s Terms**

- 6.1 The User of this DPS is the London Borough of Tower Hamlets
- 6.2 As explained in Paragraph 3.10, the London Borough of Tower Hamlets is also the managing authority for this DPS.
- 6.3 All prices charged for Commissions should include a 1.0% levy payable to LBTH to cover management and administration costs.
- 6.4 This 1.0% levy is paid by the Supplier at source and is *not* invoiced directly to the User or their Directorate.

## **7 Terms & Conditions of a Commission**

- 7.1 Commissions awarded by a Client pursuant to this DPS shall be on the DPS Terms and Conditions (between the Client and the Supplier), as issued via the portal with the DPS documents.
- 7.2 All pricing, tenders notifications of tender outcomes will be managed via the Pro-Actis web-based DPS function, which is designed to establish an audit trail of every transaction, deliver best value and provide best quality services for the participant authorities
- 7.3 Paragraph 7.2 above does not preclude the establishment of a contract between the Client and the Supplier for any route commissioned via this DPS.
- 7.4 The pursuit of improvement may necessitate the amendment of documentation relating to this DPS during the course of its life. Any such changes will not adversely affect the operation of this DPS and any such changes made during any Commissioning process will not impact on the conduct of that process.
- 7.5 All pricing, further competitions and placement of orders, will be managed via the Pro-Actis web-based DPS function, which is designed to establish an audit trail of every transaction, deliver best value and provide best quality services for the participant authorities.
- 7.6 The pursuit of improvement may necessitate the amendment of documentation relating to this DPS during the course of its life. Any such changes will not adversely affect the operation of this DPS and any such changes made during any Commissioning process will not impact on the conduct of that process.

***Appendices 1 to 3 follow:***

**DPS for the  
Transport of Vulnerable Adults and Children**

**APPENDICES**

1. Supplier and Supply Chain Ethical Code of Conduct
2. Grounds for Mandatory and Discretionary Exclusion
3. Request for Quotes (RFQ) and Bid Submission Document
4. *Chart - Application and Bidding Process*
5. *Financial Assessment Model*

## APPENDIX 1

### SUPPLIER and SUPPLY CHAIN ETHICAL CODE OF CONDUCT

London Borough of Tower Hamlets is fully aware of the responsibility we bear towards our customers employees and communities in which we work. We are committed to ensuring that the working conditions in the Council's supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible.

We require from our suppliers and companies who do business with us and their own supply chain to operate in full compliance with the laws, rules, and regulations of the countries in which they operate.

#### Law and Ethical Standards

The supplier shall comply with all laws applicable to its business. The supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour organisation Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.

#### Antidiscrimination

Suppliers shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status. This applies in the areas of hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination although this list is not exhaustive.

#### Equality Duty

All suppliers are expected to be committed to eliminating discrimination, promoting equality of opportunity and fostering good relations

between persons with protected characteristics and those who don't within their own and their own supply chains working and employment practices

#### Fair Treatment

Suppliers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities. Suppliers shall prohibit harassment and unlawful discrimination in the workplace.

#### Prevention of Involuntary Labour

Suppliers shall not use any form of forced, bonded, indentured, or compulsory labour. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice.

#### Prevention of Underage Labour

The supplier shall not employ children under the age of 15. If national laws or regulations allow children between the ages of 13 and 15 to perform light work, such work is not permitted under any circumstances if it would hinder a minor from the completion of compulsory schooling or training, or if the employment would be harmful to their health development (International Labour Organisation Minimum Age Convention 138)

#### Wages and Benefits

The supplier shall comply with the respective national laws and regulations regarding working hours, wages and benefits. Suppliers shall pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. In addition to their compensation for regular hours of work, workers shall be compensated for overtime hours at the premium rate required by applicable laws and regulations. Suppliers shall not use deductions from wages as a disciplinary measure. Suppliers shall offer vacation time,

leave periods, and holidays consistent with applicable laws and regulations.

### **Health and Safety**

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level. The supplier is expected to comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work related illnesses.

### **Environment**

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

We expect our suppliers to take climate protection appropriately into account in their own operations.

### **Business Integrity**

Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, suppliers, and customers. Corruption, extortion, and fraud, in any form, are strictly prohibited. The suppliers shall comply with international anti-bribery standards as stated in the United Nations' Global compact and local anti-corruption and bribery laws including The Bribery act 2010.

In particular, the supplier and its supply chain may not offer services, gifts or benefits to Council employees, including Councilors and agents in order to influence any part of the Council's business. Suppliers and their supply chain must also declare any interest that compromises the impartial delivery of the service to the Council.

### **Whistleblower Protection and Anonymous Complaints**

Suppliers shall effect a whistleblowing policy to allow complaints to be raised outside the usual management structure. Suppliers will also be expected to ensure the protection of confidentiality of workers who whistleblow and prohibit retaliation against workers who participate in such programs in good faith. Suppliers shall provide an anonymous complaint mechanism for workers to report workplace grievances in accordance with local laws and regulations.

### **Blacklisting Databases**

We expect our suppliers to prohibit the systematic compilation of information on trade unionists and its use to discriminate against those individuals because of their trade union membership or because of their involvement in trade union activity.

### **Business Partner Approach**

The suppliers shall communicate the principles stated in this Supplier Chain Ethical Code of Conduct to all its subcontractors and other business partners who are involved in supplying products and services subscribed in the main contract. The suppliers shall ensure such parties adhere to these standards.

### **Compliance with the Supplier Code of Conduct**

The Council contract management teams may visit (and/or appoint external partners to visit) the Supplier's facilities (or those of the Supplier's subcontractors and or agents), with or without notice, to assess compliance with this Code. In particular but not exhaustively the purpose of the visit may be to audit the Supplier's management information to verify wage, hour, payroll, and other worker records and practices. Violations of this Code may result in immediate termination as the Authority's Supplier and in legal action, where appropriate.

## APPENDIX 2

### PCR2015 - Statutory Grounds for Exclusion

#### **Mandatory Grounds for Exclusion – Guidance.**

#### **Mandatory Exclusion Grounds**

From the:

- Public Contract Regulations 2015 R57(1), (2) and (3)
- Public Contract Directives 2014/24/EU Article 57(1)
- Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

#### **Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

#### **Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;



- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

### **Terrorist offences or offences linked to terrorist activities**

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

### **Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

### **Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

### **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

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

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

**Discretionary Grounds for Exclusion – Guidance.****Discretionary exclusions****Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or comparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the

procurement procedure

**Been involved in the preparation of the procurement procedure.**

Having been afforded undue advance access to the tender documentation such as will afford an unfair advantage in the tendering process.

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

## Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**APPENDIX 3**

**Copy of**

**REQUEST FOR QUOTE (RFQ) and BID  
SUBMISSION DOCUMENT**

**Is on the next page.**

**The RFQ section of this form should be completed in its  
entirety by the Client.**

**The Supplier completes the Submission Document Section  
and uploads this as a bid to the portal.**



Mulberry Place, Clove Crescent, London E14 2BG

**DYNAMIC PURCHASING SYSTEM for**

# **Community Transport Passenger Services**

## **Reference: HAC5591**

**REQUEST FOR QUOTE and BID SUBMISSION DOCUMENT**

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**NOTE:** This document in its entirety must be printed, signed and uploaded as a .pdf to the portal as a tender submission no later than the declared submission deadline.

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**REQUEST FOR QUOTE** (all details below must be supplied by the requesting Authority):**Council's Address and  
Contact Details:**

*(Include name of individual with  
responsibility for Contract  
management and their contact  
details)*

**Council's  
Reference Number:****Route Number/Title:****Details of any specific regulatory requirements (e.g. ULEZ)****Date of request****Submissions deadline - Midday on:****Commencement Date of Services****Expiry  
Date of  
Services****Drop Off Postcode****Drop-off Time Required**  
(24hr clock)**Council Authorised  
Representative****Pick-up Postcode****Special Requirements/Instructions per passenger\***

\*Personal Assistance, Seat Boosters, Wheelchair user, etc.

**Return Journey Pick-up time (24hr clock) if required:*****General Additional Information on this Route or the Tender Process***

**PROVIDER'S BID SUBMISSION DOCUMENT** (all details below must be completed by the submitting supplier):

**Submitting Provider Name:**

**Provider's address and contact details :**

*(Include named individual with responsibility for Contract management and their contact details)*

**Other Relevant Provider Comments/Information:**

*(Free text field. This field must not be used to qualify a bid)*

**Provider Authorised Representative:**

Pick-up Postcode	Must be completed for each passenger		Comments on Special Requirements/Instructions Type of vehicle to be used
	Proposed Pick-up Time	Return Journey Drop-off Time	

**The submitting Supplier undertakes to provide the above route and all required services as stated for the above-listed passengers for this sum:**

*(NOTE: SUM TENDERED MUST INCLUDE THE 1% LEVY)  
(SUM TENDERED MUST BE EX-VAT)*

£

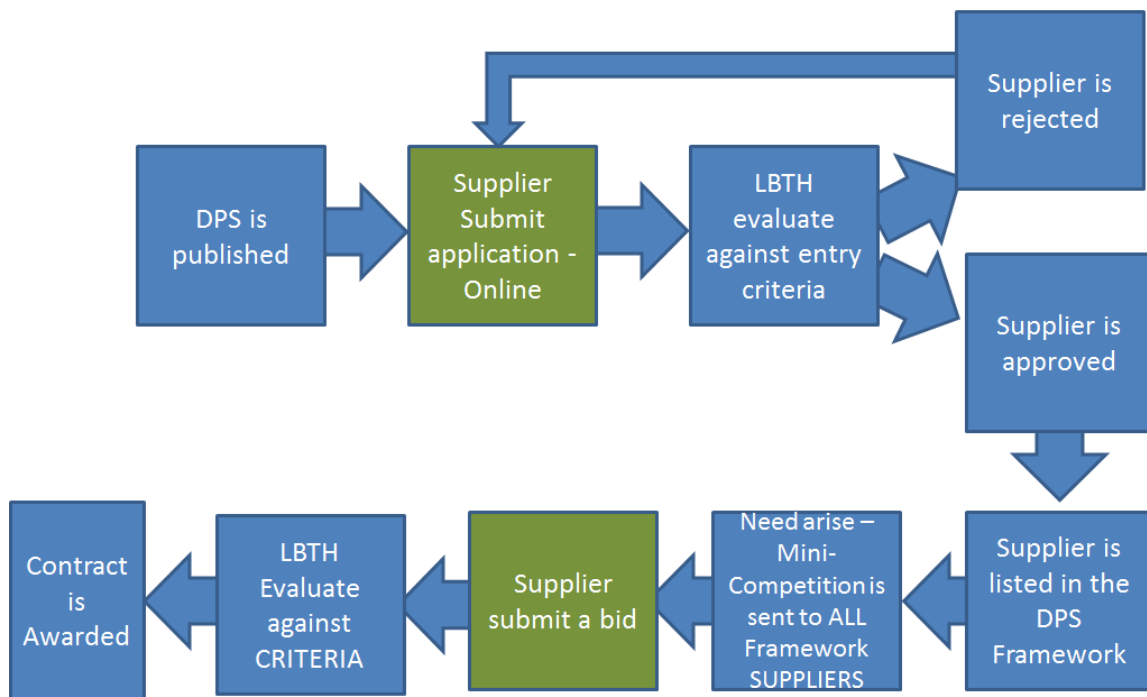
Bidders must complete the declaration that follows:

Bidder's Declaration:	
<p>We declare that the information provided above is true to the best of our knowledge and ability and is submitted without collusion with any other party. The bid meets the requirements of the Client's RFQ in all respects.</p>	
<p>We agree that our response outlined above shall be treated as an offer to the Council to provide the Services outlined in the RFQ under a Call off Contract as defined in the terms and conditions we agreed to as part of our application to be selected for the HAC5591: Community Transport Passenger Services Dynamic Purchasing System (<b>DPS Terms</b>). If the Council accepts our offer outlined above then a Call off Contract (as defined in the DPS Terms) shall come in to full force and effect from the date we receive notice of its acceptance.</p>	
<p>(This document should be printed, signed and uploaded complete as a <i>.pdf</i> document and submitted as the bid. Electronic signatures are acceptable)</p>	
Signed:	.....
Print Name:	.....
On behalf of: (Name of Company)	.....
Date:	.....



## APPENDIX 4

Chart of the DPS APPLICATION and BIDDING PROCESS – end to end



## APPENDIX 5

### Financial Assessment Model

The model used for assessing the financial standing of a supplier is given on the following pages. In this model, the **maximum score available is 23 points**. Bidders that fail to score the **minimum score of 12** will be subject to the considerations provided in paragraph 3.14 to 3.18 above.

### **Turnover:**

It is the amount of money taken by a business within an Accounting Year.

Range	Score
2+ x Annual contract value	4
1.5 - <2 x Annual contract value	3
1 - <1.5 x Annual contract value	2
0 - <1 x Annual contract value	1

### **Current Asset Ratio**

The current ratio is a liquidity ratio that measures a company's ability to pay short-term and long-term obligations. Current assets ÷ current liabilities.

Range	Score
>2.0	5
1.6 – 1.9	4
1.2 – 1.5	3
0.8 – 1.1	2
0.4 – 0.7	1
0 – 0.3	0

### **Gearing %**

It is the proportion of a company's borrowed funds to its equity. The ratio indicates the financial risk to which a business is subjected.

Range	Score
>75	0
61 – 75	1
46 – 60	2
31 – 45	3
16 – 30	4
0 - 15	5

### Turnover/Net Assets

The asset turnover ratio is calculated by dividing net sales by average total assets.

Range	Score
>20	5
16 – 20	4
11 – 15	3
6 – 10	2
>0 – 5	1
0	0

### D&B Risk Indicator

Report produced from Dun and Bradstreet

Probability of Failure	D & B Financial Risk Indicator	Score
High risk	4	1
> average	3	2
< average	2	3
Minimum Risk	1	4
Insufficient Information	0	0

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