



**West  
Northamptonshire  
Council**

West Northamptonshire Council (WNC)  
Passenger Transport Services Open  
Framework - Invitation to Tender (ITT)

WNC00000619



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## Schedules

<b>Document Name</b>	<b>Action Required by Bidder</b>
Invitation to Tender document (this document)	No this is for your information only.
Service Specification (Appendix 1)	No this is for your information only.
Access Adam Application Guide (Appendix 2)	No this is for your information only.
Accreditation & Enrolment (A&E) Guidance Document (Appendix 3)	No this is for your information only.
Open Framework Terms and Conditions (Appendix 4)	No this is for your information only.
Accreditation and Enrolment Questionnaires	Yes, this needs to be completed via e-Sourcing Portal as part of your tender



## Section 1 INTRODUCTION

### **1. General Information**

- 1.1. This Invitation to Tender (“ITT”) contains instructions and key information about the procurement process. This ITT constitutes the conditions of the procurement process and by participating, Potential Suppliers agree to these conditions.
- 1.2. West Northamptonshire Council (“Authority”) wishes to invite tenders for the supply of services in respect of this requirement.
- 1.3. This procurement is being conducted in accordance with the Procurement Act 2023 (“Act”).
- 1.4. This procurement is being conducted in accordance with the Competitive Flexible Procedure under the Procurement Act 2023 to establish an Open Framework and identify Potential Suppliers for the Authority’s requirements.

### **2. Contract Term**

- 2.1. The Authority proposes to establish an Open Framework for Passenger Transport Services for an initial period of 48 months, with the option to extend the Framework for one or more additional periods, up to a maximum further 48 months, unless terminated earlier in accordance with its terms.
- 2.2. The Authority proposes to call off against the framework for each individual requirement for services. The duration of the call off will be the duration until the services are complete.

### **3. Procurement Scope and Specification**

- 3.1. The Authority have currently partnered with Access UK to introduce a web-based system, SProc.Net, to manage the Authority’s Open Framework. The Council will use this system for the procurement of provision of Passenger Transport Services.
- 3.2. The Framework will be used to procure passenger transport services via Call-Off Contracts, awarded in accordance with the Procurement Act 2023.
- 3.3. The Open Framework will be used to source the appropriate transport provision using a wide range of vehicle types from cars and minibuses to Coaches including wheelchair accessible vehicles which may require Passenger Assistants to support the passenger(s).



3.4. The detailed scope, service requirements, operational standards and performance obligations are set out in Appendix 1 – Service Specification. Providers must refer to the Service Specification for full details.

**4. Framework Structure & Value**

4.1. The Framework is established as a single Lot, with Providers onboarded to relevant Service Categories based on vehicle capacity and capability.

4.2. The Supply Category and Service Categories applicable to this Open Framework are set out in the table below.

Lot	Supply Category	Service Categories (vehicle capacity/capability)
Lot 1 – Passenger Transport Services 2026	Passenger Transport Services	Route Based (1-8 Seat Provision) Route Based (9-16 Seat Provision) Route Based (17+ Seat provision) Urgent & Short Notice School Based Area Based Performance Based/Specialist Provision FIXED PRICE Public Bus

4.3. Providers may apply for one or more Service Categories and are not required to apply for all Service Categories.

4.4. There will be no guarantee of work or volume of work to be given under this framework.

4.5. The estimated total value of expenditure under this Open Framework is approximately **£200 million (exclusive of VAT)** over the maximum potential Framework term of up to eight (8) years (4 + 4). This figure is indicative only and represents an estimate based on historic and forecast transport expenditure and includes anticipated use of the Framework by West Northamptonshire Council and permitted Other Contracting Bodies (“OCBs”).

**5. What is an Open Framework**

5.1. The Act defines a framework as a: ‘contract between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers.’ (section 45(2)).

5.2. This means that a framework sets out the provisions under which future contracts for the supply of goods, services and/or works are to be awarded. An Open



Framework is a completely electronic system established by the Council to purchase commonly used goods, works or services.

- 5.3. Further information on an Open Framework can be found here: Guidance: [Frameworks \(HTML\) - GOV.UK](#)
- 5.4. When the Authority needs to procure specific Passenger Transport Services, it will publish the requirement via the Open Framework and invite bids from suppliers who have been admitted to the Open Framework to award a contract (called a Service Agreement) to provide the services.
- 5.5. Service Suppliers must meet the Authority's minimum criteria for entry to the Open Framework. The Open Framework will be re-opened for new Suppliers to join at certain points in time as published in the Notice. Please see the 'How to Become an Approved Provider' section for West Northamptonshire Council on [West Northamptonshire Council - Passenger Transport Services](#)
- 5.6. The Open Framework is a fair and transparent process for all Service Suppliers. As a Service Provider, you will benefit from access to all advertised opportunities to bid for services within your area of specialism.
- 5.7. The current Dynamic Purchasing System (DPS) for Passenger Transport Services ends at the end of April 2026 and therefore a procurement process is being undertaken to put in place a compliant route to market, with a contract start date of 1st May 2026.
- 5.8. These services are being procured under a Multiple-Supplier Open Framework. Any interested organisation or consortium may apply to be admitted. There will be no limit to the number of Suppliers admitted onto the Open Framework, providing they meet the minimum requirements as set out in the Invitation to Tender documents.
- 5.9. There will be no guarantee of work or volume of work given under this Open Framework.
- 5.10. All Suppliers who have an existing contract with the Council or have been awarded a Call Off Contract with the Council are encouraged to apply for admission to the Open Framework. Existing Suppliers will NOT automatically be passported through.
- 5.11. All Suppliers with existing Call Off Contracts (routes) under the current DPS will be valid until they will naturally expire, unless terminated earlier in accordance with their terms and conditions. Existing contracts will remain governed by their current terms unless otherwise agreed.

## **6. Future Authority Partners and Customers**



- 6.1. This Open Framework may be used by the Authority and, where expressly permitted, by Other Contracting Bodies (“OCBs”) to procure passenger transport services via Call-Off Contracts.
- 6.2. For the purposes of this Open Framework, OCBs may include (but are not limited to):
- public sector organisations and bodies delivering services on behalf of, or in collaboration with, West Northamptonshire Council;
  - local authorities, public bodies, education or care-related organisations operating within or alongside the Council’s geographical or functional remit; and
  - any other public body permitted to access the Framework in accordance with applicable legislation and the terms of the Framework Agreement.
  - Schools, colleges and other establishments which support the educational and welfare needs of children and adults.
- 6.3. Where an OCB uses this Open Framework:
- the Call-Off Contract will be awarded in accordance with the Framework rules and the applicable Call-Off documentation.
  - the OCB will be responsible for setting out any additional local or operational requirements relevant to the Call-Off (for example invoicing arrangements or service delivery points);
  - the Call-Off Contract will be formed directly between the OCB and the appointed Provider.
- 6.4. Access to, and use of, this Open Framework by OCBs will be managed and controlled by the Authority, and Providers shall not accept instructions or undertake services outside the Framework rules or relevant Call-Off documentation.
- 6.5. Providers must comply with all applicable transparency and reporting requirements associated with Call-Off Contracts awarded under this Open Framework, including the provision of information reasonably required by the Authority or an OCB to support statutory reporting or audit obligations (for example, contract values and durations).
- 6.6. The Authority reserves the right to require reasonable information from Providers to monitor use of the Open Framework and to ensure compliance with procurement, governance and transparency requirements.



## Section 2 INSTRUCTIONS AND GUIDANCE

### 7. Procurement Process

- 7.1. This procurement is being conducted to establish a multiple-supplier Open Framework. Admission onto the Open Framework operates on a pass/fail basis only, assessed against the Authority's minimum participation requirements.
- 7.2. To be appointed onto the Open Framework all Suppliers will be required to provide a response to Stage 1, the 'Onboarding Stage' which will be assessed by both Access UK and the Authority.

**Stage 1: onboarding** – suppliers complete the Accreditation & Enrolment (A&E) questions and submit evidence to demonstrate they meet the Authority's minimum participation requirements. At this stage Suppliers are invited to apply for:

- **Accreditation**
- **Enrolment**
- **Onboarding session.** The Authority may offer optional onboarding briefings or guidance to support suppliers in using the digital platform.

Only if all the stages above have been carried out and the Supplier is successful, will they be 'admitted' onto the Open Framework.

**Stage 2: Call-Off stage** – the Authority invites relevant Framework Suppliers to bid for specific routes/requirements via the Platform.

**Please note** unless Suppliers explicitly state that they would like to re-submit their bid submission on the re-opening of the Open Framework resulting in a re-evaluation, they will be moved automatically to the next Open Framework.

- 7.3. Further details on this process can be found in the Application Guide (Appendix 3) and A&E Guidance document (Appendix 2).
- 7.4. The Authority may periodically re-open the Open Framework to admit new suppliers. At a future re-opening, the Authority may also introduce additional Lots, categories, and introduce amendments to the Service Specification and Supplier Agreement, provided they fall within the overall scope of the Framework.. Any such Lots or categories may have participation requirements and Call-Off award criteria specific to that Lot or category, which will be set out in the documentation for that re-opening.
- 7.5. Please note the Open Framework notice period for each 'Opening' may vary throughout the lifetime of the Open Framework.
- 7.6. Bidders who are unsuccessful in a specific 'Opening' may re-apply to be admitted to the Open Framework in a subsequent or later 'Opening'.



7.7. The initial 'Opening' for this Open Framework will be for a minimum of 25 calendar days. Following on from this, each evaluation 'Opening' will be open to new or previously unsuccessful Bidders to submit their application.

## **8. Stage 1: Onboarding**

- 8.1. Onboarding is the process by which the Council and Access UK collect the data needed to undertake the due diligence on Bidders, i.e. able to safely deliver services to a high standard. Onboarding is also an opportunity to discover whether the Bidder has the right accreditation and experience to deliver the service.
- 8.2. Bidders will be required to respond to the Accreditation and Enrolment which cover areas including mandatory and discretionary exclusion. The Bidder will also be required to supply information about their business integrity, capability and insurances. Details of the Accreditation and Enrolment Questionnaires can be found in Application Guide (Appendix 3) and on Sproc.net. Bidders should complete an Online Questionnaire directly on Sproc.net. Bidders will nominate the Service Categories that they would like to apply for.
- 8.3. The Authority will evaluate Bidders' responses to the questions in the Accreditation and Enrolment. All Bidders meeting the Accreditation and Enrolment criteria will proceed to onboarding.
- 8.4. The Accreditation and Enrolment process for Lot 1 operates on a pass/fail basis only. Responses will be assessed solely against the stated minimum requirements for participation. There is no quality scoring, weighting, or ranking at the admission stage. Applicants who achieve a 'Pass' against all applicable Accreditation and Enrolment requirements will be admitted onto the Open Framework for the relevant Service Categories.
- 8.5. Admission onto the Open Framework confirms that an Applicant has met the minimum onboarding requirements only. Quality and/or price evaluation, where applicable, will take place at the Call-Off stage in accordance with the evaluation methodology set out in the relevant Call-Off documents.
- 8.6. The Authority intends to publish an opening of the onboarding stage several times during the lifetime of the Open Framework which will be detailed in the Contract Notice. The Authority reserves the right to revise the number of rounds for Admission stage per year at its discretion.
- 8.7. The Authority will add successful Bidders to the Open Framework throughout its duration, providing that the Bidders meet the requirements outlined in the Invitation to Tender documents and submit an application that is found to be compliant.



## **9. Stage 2: Call-off Stage**

- 9.1. Once Suppliers are admitted onto the Open Framework, the 'Call-off' stage can be undertaken.
- 9.2. Call-off stage can be conducted via 2 routes:
  - Route 1 - Specific 'Requirements' Process (further-competition) via Sproc.net
  - Route 2 - Direct Award via Sproc.net
- 9.3. It is envisaged that the 'Requirements' Process will be used for all service categories and there may be the requirement at times for a Direct Award as specified in the Call Off Stage.
- 9.4. Service Agreements will be created via Sproc.net. This is a call off (route) contract between the Authority and the successful provider for the provision of the services detailed in the 'Requirements' Process.
- 9.5. The Authority will inform all Suppliers that participated in the 'Requirements' Process of the outcome of the further competition(s).

### **Route 1: 'Requirements' Process (further competition via Sproc.net)**

- 9.6. When a requirement has been identified by the Authority, all Suppliers on the Open Framework (in the relevant service category) will see a published opportunity which can be viewed via Sproc.net, This will contain all the requirements and specific details for the Suppliers to respond to within the specified time frame.
- 9.7. All responses from the Suppliers will be shared with the Authority and evaluated against the published criteria. For details on the process, please see the Application Guide (Appendix 2). Once a suitable supplier has been identified because of a 'Requirements' Process, a Service Agreement will be sent via Sproc.net to the supplier for an acceptance of the call-off.
- 9.8. Please note that in some circumstances, where there may be bespoke requirements or individual needs, Suppliers may be required to submit additional details or clarifications as part of their offer specified at the time of requirement.

### **Route 2: Direct Award**

- 9.9. Please note that in some circumstances, where there may be bespoke requirements or individual needs, Suppliers may be required to submit additional details or clarifications as part of their offer specified at the time of requirement.
- 9.10. There may be times that the Council reserve the right to contact a single Service Provider, or a specified selection of Service Suppliers. Detailed below is a list of example exception situations in which this may occur:
  - In circumstances where there has been no appropriate offer received.



- Where the service is needed urgently/immediately.
- When services are needed in out of core office hours (5pm-9am overnight, Weekends or Bank Holidays).
- Services are needed when Tribunal, Court or appeal process is in progress.
- If the service required is out of the county.
- When the Council wants to add a service user to an existing route.

## **10. E-Tendering Platform**

- 10.1. This tender is being run using an e-tendering platform called Sproc.net. Please note, this is distinct from the Central Digital Platform, operated by the Cabinet Office. Bidders who wish to submit a tender return must do so using the Supplier Network e-Sourcing Portal: <https://www.adamproviders.co.uk/west-northamptonshire-council-passenger-transport-services-2026>
- 10.2. Before completing their Tender Submission, Bidders should ensure that the email address that has been used to register will be checked regularly, as the e-Sourcing Portal will generate automatic notifications to the registered email address whenever there are updates, changes or messages relating to this Procurement. Bidders should also check that their organisation details are correct and up to date.
- 10.3. All technical queries regarding access to, completion and submission of the ITT Documents should be directed to the e-Sourcing Portal Helpdesk using the following contact details:
- Log a ticket: Send an email to Support to log a ticket, alternatively they use the Digital Assistant once logged in sproc.net
  - Email: [support@useadam.com](mailto:support@useadam.com)
  - Telephone: 01223 261838
- 10.4. Completed Tender Responses and communications can only be submitted electronically, using the Authority's e-Procurement portal. Fax, post and/or e-mail submissions will not be considered even if received before the relevant ITT Response Deadline.
- 10.5. Potential Suppliers are strongly advised to complete and submit their Tender Response, allowing an adequate amount of time before ITT Response Deadline to ensure that there is sufficient time to overcome any IT problems, which may accompany the submission of the tender. Potential Suppliers are strongly recommended not to leave uploading of all data to the last day. Neither the Authority nor its e-tendering system provider will be responsible for any failure to upload data due to insufficient time being allowed by Potential Suppliers. If you encounter a problem with using the e-Procurement portal that will prevent you from submitting your response before the ITT Response Deadline you must log the problem with the Portal Helpdesk support desk taking note of the time and contact



details of the advisor, you speak to. Please also contact the Authority prior the ITT Response Deadline.

- 10.6. The server automatically time/date stamps all submissions. You should bear in mind that depending on the file size of your documents for upload, they may take some time to transfer and upload

**11. Procurement Timetable and Key Dates**

- 11.1. The procurement process is intended to follow the procurement timetable set out in the table below.

Activity	Time and Date (as appropriate)
Tender Notice published	16 <sup>th</sup> February 2026
End of the ITT Clarification Period for Suppliers	10 <sup>th</sup> March 2026
ITT Submission Deadline	16 <sup>th</sup> March 2026
Pass/Fail onboarding checks	17 <sup>th</sup> March – 31 <sup>st</sup> March 2026
Contract Award Notice published	1 <sup>st</sup> April 2026
Standstill period	1 <sup>st</sup> April – 14 <sup>th</sup> April 2026 (8 working days)
Admission of suppliers	From 15 April 2026
Open Framework Commencement Date	1 <sup>st</sup> May 2026
Anticipated publication of Contract Detail Notice	within 30 days after the framework agreement is entered into

- 11.2. The Authority reserves the right to amend this timetable. Dates and times are provided for guidance only and are subject to change at short notice.
- 11.3. Potential Suppliers must submit their Tender Responses, including all documents comprising the tender, via the e-tendering platform by no later than the ITT Submission Deadline.

**12. General Requirements**

- 12.1. Potential Suppliers must:

- 12.1.1. all documents and materials, which comprise the Tender Response, must be written solely in English.
- 12.1.2. Answer all relevant questions in the online questionnaire(s) and respond in accordance with any specific requests as detailed in the question e.g. maximum word/page limits, etc.
- 12.1.3. Submit only information requested by the Authority. Additional information which has not been requested will not be considered as part of the tender.



- 12.1.4. Submit any attachments requested in an acceptable format to the Authority which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Authority that it will be accepted.
- 12.1.5. Submit any zipped files in Zip format only.
- 12.1.6. Take sole responsibility for any costs and expenses incurred in connection with the participation in this procurement, including but not limited to the preparation and submission of their Tender Response.
- 12.1.7. The Potential Supplier must notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
- 12.1.8. Tenders are to remain open for acceptance for a period of 90 days from the ITT Submission Deadline.

### **13. Clarification Questions**

- 13.1. Bidders are required to raise any clarifications during the Onboarding Stage via the Sproc.net e-tendering portal messaging facility. The Council and Access UK shall disclose the clarification raised by Suppliers and respond to all other Bidders unless both the clarification and response relate only to the solution proposed by the Bidder asking the clarification and is commercially sensitive
- 13.2. If a Potential Supplier wishes the Authority to treat a clarification as confidential and not issue the response to all Potential Suppliers, it must state this when submitting the clarification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Potential Supplier, who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be published to all Potential Suppliers.
- 13.3. The Authority reserves the right not to answer ITT clarification questions, which it receives after end of the ITT Clarification Period for Suppliers.
- 13.4. During the onboarding assessment, the Authority shall be allowed to request from Bidders any clarification(s) and/or information(s) needed to verify compliance with the minimum participation requirements,, (including business, financial, legal and technical standing)but shall not be permitted to request or permit any Bidder to supplement or change the substance of their application.
- 13.5. Failure to respond within the stated time to any clarification may result in your submission being rejected.



## **14. Consortia and Sub-Contractors**

The Authority requires all Potential Suppliers to identify whether and which sub-contracting or consortium arrangements apply in the case of their Tender Response and specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the Potential Supplier intends the Authority to contract with. For the purposes of this ITT, the following terms apply:

- Consortium arrangement – Groups of companies come together specifically for the purpose of bidding for appointment as the provider(s) and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
- Sub-contracting arrangement – Groups of companies come together specifically for the purpose of bidding for appointment as the provider(s) but envisage that one of their number will be the provider(s), the remaining members of that group will be sub-contractors to the provider(s).

14.2. Potential Suppliers submitting a Tender Response as a consortium arrangement and/or are reliant on essential subcontractors, parent companies, affiliates to meet tender requirements must also complete Conditions of Participations.

14.3. If tendering as a Consortium, the Authority may require members of the Consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.

## **15. Contract Terms**

The draft contract is provided as part of this ITT. By submitting a Tender response, Potential Suppliers are agreeing to be bound by the terms of this ITT and the contract without further negotiation or amendment.

15.2. Potential Suppliers must not make or attempt to make any variation or alteration to the Conditions of Tender, the conditions of contract or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the tender documents, the conditions of contract and/or the Specification.

15.3. If a Potential Supplier has concerns and clarifications over the issued conditions of contract, these must be raised and resolved during the clarification period in accordance with the clarification questions section. Any amendments that are agreed shall be communicated to all Potential Suppliers to ensure consistency.

## **16. Variant Bids**

In line with the scope of the project variant bids are not offered.



## **17. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

Potential Suppliers are advised that the Authority does not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) apply to the establishment of this Open Framework or to supplier onboarding.

- 17.2. TUPE may apply to individual Call-Off Contracts awarded under the Open Framework, depending on the nature of the requirement and the factual circumstances (for example, where a Call-Off involves the re-provision of an existing service).
- 17.3. However, Potential Suppliers must satisfy themselves as to whether, in their view, the TUPE regulations will apply and the extent of their obligations in relation to pensions. Suppliers are responsible for assessing and managing TUPE compliance at Call-Off stage and are advised to seek independent professional advice where appropriate.
- 17.4. Where TUPE applies (or may apply), the Authority will provide any relevant information it holds and facilitate reasonable engagement between relevant suppliers where appropriate, subject to data protection and confidentiality requirements. The Authority is not the outgoing employer unless expressly stated.

## **18. Confidentiality**

This ITT is made available on condition that its contents (including the fact that the Potential Suppliers has accessed or received this ITT) are kept strictly confidential by the Potential Supplier and shall not be copied, reproduced, distributed, passed or disclosed to any third party, other than for the purpose of developing their proposal and enabling the Potential Supplier to submit a complete and compliant Tender Response.

## **19. Freedom of Information**

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) and all related or subordinate legislation, in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

- 19.2. Potential Suppliers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s) and spend, including the contract values and the identities of its provider(s) on the Authority’s website without consulting the provider(s) on that information.



- 19.3. The Authority shall be responsible for determining whether information is exempt under the FOIA and/or EIR and for determining what information will be disclosed in accordance with the legislation.
- 19.4. The Authority shall treat all Potential Supplier's responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA and EIR, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.
- 19.5. Therefore, potential suppliers are responsible for ensuring that any information that it considers confidential or commercially sensitive, has been clearly identified to the Authority.

## **20. Publicity**

No publicity regarding this procurement or the award of any contract will be permitted unless and/or until the Authority has given express written consent to such publicity. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Authority.

## **21. Rights of the Authority in Relation to the Competition**

The Authority reserves the right to:

- 21.1.1. Waive or change the requirements of this ITT at any time during the procurement process without prior (or any) notice being given by the Authority.
- 21.1.2. Make changes to the timetable, structure or content of this ITT or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable.
- 21.1.3. Abandon the procurement process at any stage without any liability to the Authority, or to re-invite tenders on the same or any alternative basis.
- 21.1.4. Choose not to award any contract or Lot as a result of this procurement process.

## **22. Conflict of Interest**

If any conflict of interest, potential conflict of interest or perceived conflict of interest between the Potential Supplier, their advisers, the Authority's advisers, or any combination thereof



becomes apparent to the Potential Supplier, they shall inform the Authority immediately. In such circumstances, the Authority shall, at its absolute discretion, decide on the appropriate course of action.



## Section 3 EVALUATION OF THE SUPPLIER AND ITS TENDER

### **23. Evaluation of the Supplier and its Tender**

- 23.1. As a public body, the Council is required to use the Central Digital Platform (the national platform hosted and maintained by the Cabinet Office) for supplier exclusion and registration purposes.
- 23.2. The Central Digital Platform can be accessed here: [Find a Tender](#)
- 23.3. The Council cannot provide guidance nor technical support for the Central Digital Platform.
- 23.4. Bidders that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Bidders which are relevant for the purposes of this Procurement.
- 23.5. Bidders must notify the Council and Access UK immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform. This includes:
- Basic Information: Name, address, Companies House number (or equivalent, e.g. Charity number), VAT Number (if applicable), relevant qualifications or trade assurances and whether the organisation is a SME, VCSE or public mutual.
  - Financial information: Copies of your accounts from the most recent financial years.
  - Connected Persons: Names, addresses and details on any connected persons to the business (e.g. persons with significant control). These are individuals or organisations who have influence or control over the supplier.
  - Exclusions: Details of any discretionary or mandatory exclusions for the supplier or connected persons as set out in schedules 6 & 7 of the Procurement Act 2023.
- 23.6. Tenders will be evaluated by assessing the following:

### **ACCREDITATION AND ENROLMENT CRITERIA**

**If you cannot evidence that you meet the Accreditation and Enrolment criteria when requested your application will be rejected.**

- 23.7. These requirements relate to the minimum levels of business standing or capability required by the Authority. They are assessed on a pass/fail basis to determine whether a Bidder does or does not meet the minimum mandatory requirement. The



Council’s minimum requirements or compliance are detailed further in the Procurement Specific Questionnaire.

- 23.8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked as this will be the single source of information on which responses will be scored.

<b>Accreditation Questionnaire</b>	
Section Headings and Sub-Headings	Weighting (%) or P/F
<b>Preliminary questions</b>	
Supplier Name	<b>For Information Only</b>
CDP unique identifier	Pass / Fail
Bidding Model	Pass / Fail
Debarment List	Pass / Fail
Core supplier information	Pass / Fail
Part 2A: associated persons	Pass / Fail
Part 2B: list of all intended sub-contractors	Pass / Fail
<b>Enrolment Questionnaire</b>	
Financial capacity	Pass / Fail
Legal capacity	Pass / Fail
Technical ability	Pass / Fail
Project Specific Questions	Pass / Fail
Confirmations	Pass / Fail

- 23.9. If a Tender receives a fail or does not achieve the minimum score for any question, the Tender may be rejected, unless further assurance can be gained. The Authority reserves the right to ask for additional clarifications to moderate evaluations and to complete due diligence.

<b>Term</b>	<b>Typical Characteristic</b>
Fail	Bidder’s submission fails to demonstrate appropriate understanding of our service requirements and operational delivery. The Bidder may not be of suitable standing to fulfil the contract or operate in compliance with legislative requirements. The information provided does not address or only partially meets the Authority’s requirements / evaluation criteria as detailed above.
Pass	Bidder’s submission demonstrates, complies with, and evidences the Authority’s requirements / evaluation criteria / legislative compliance as detailed above at a reasonable to high standard.

## 24. Evaluation of Price at Call Off stage

- 24.1. Please complete price for a specific route(s) that you are applying for.



- 24.2. Bidders should complete all price Requirements on Sproc.net.
- 24.3. The Supplier shall procure all such services or facilities as may be required to facilitate the performance of the Service pursuant to the Specifications. For the avoidance of doubt, the costs or charges for any such services or facilities shall be deemed to be included in the charges tendered.
- 24.4. The service standards specified in the Procurement documents and terms and conditions represent the standard that the Authority currently requires. The price inserted by the bidder must reflect this standard and no attempt should be made by the bidder to anticipate future change. However, the Authority reserves the right to make nonmaterial changes to the service described in the specification through consultation with the Supplier.
- 24.5. Prices should be quoted in £GBP unless stated otherwise.
- 24.6. Value Added Tax will be paid, if applicable, at the prevailing rate of the day.
- 24.7. Your organisation must be able to send and receive invoices and payment electronically.
- 24.8. No price variations shall be implemented by the Supplier without the written acceptance of such variations by the Authority. Changes to the Price will only become effective when agreed and accepted in writing by the Authority.

Tender Responses will be reviewed to consider if they appear to be abnormally low in cost. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Potential Suppliers.

- 24.10. If the assessment shows that a Potential Supplier's price offer may be abnormally low, the Authority will request from a written explanation and/or evidence of the Potential Supplier's price offer and/or Tender Response, or of those parts of a Potential Supplier's price offer and/or Tender Response, which the Authority considers contribute to the Tender Response being abnormally low, to justify the Tender Response and its price and/or value(s) offered.
- 24.11. The Potential Supplier will also be asked to evidence that they are not practicing modern slavery (via a declaration).
- 24.12. On receipt of a Potential Supplier's written explanation, the Authority will verify the price offer, Tender Response or parts of the Tender Response.
- 24.13. If the Authority is still of the opinion that the Potential Supplier has submitted an abnormally low offer, the Authority will confirm this to the Potential Supplier and will advise either:
  - that the Potential Supplier's Tender Response has been excluded;



- or that, for tender evaluation purposes, the Authority will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low Tender Response.

24.14. Where the Potential Supplier is unable to prove, within a sufficient time limit, such justification for the low price and/or value, the Authority reserve the right to exclude the Potential Supplier from this tender.

## Section 4 DUE DILIGENCE AND REJECTION OF TENDERS

### 25. Due Diligence

The Authority will undertake its due diligence in advance of any contract award.

- 25.2. The preferred supplier(s) will not be awarded the Contract until the Authority is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Authority.
- 25.3. Due diligence may include credit checks in relation to the preferred supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Authority to ensure that any organisation who wishes to enter into a contract with the Authority will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Authority works with external credit agencies to provide these financial checks.
- 25.4. The Authority reserves the right to reject a Potential Supplier from the tender process, should any findings from the Authority's due diligence reveal a serious concern or risk for the Authority that cannot be remedied in a reasonable amount of time prior the award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.

### 26. Rejection of Tenders

The Authority reserves the right to reject any Tender Response and or a Potential Supplier, where Potential Supplier or Tender Response:

- 26.2. fails to submit their Tender Response by the ITT response deadline;
- 26.3. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the ITT provided;
- 26.4. does not reflect and confirm full and unconditional compliance with all of the documents issued by the Authority forming part of this ITT;



- 26.5. contains any caveats or any other statements or assumptions qualifying the Tender Response that are not capable of evaluation in accordance with the Authority's published evaluation model or requiring changes to any documents issued by the Authority in any way;
- 26.6. contains any alterations or additions to any documents issued by the Authority forming part of this ITT;
- 26.7. cannot commit to providing a Parent Company Guarantee and/or Performance Bond where required as a part of providing the requirement to the Authority;
- 26.8. cannot commit to achieve any Key Dates for elements and/or milestones etc. as set out in the Authority's Specification;
- 26.9. is not submitted in a manner consistent with the provisions set out in this ITT;
- 26.10. fixes or adjusts the amount of its Tender Response by or in accordance with any conditions of contract or arrangement with any other party;
- 26.11. communicates to any party other than the Authority or, as applicable, relevant participating body, the amount or approximate amount of its proposed Tender Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence, to obtain quotations necessary for the preparation of a complete and accurate Tender Response or insurance or any necessary security);
- 26.12. enters into any condition of contract or arrangement with any other party that such other party shall refrain from submitting a Tender Response or shall limit or restrict the prices to be shown by any other Potential Supplier in its Tender Response;
- 26.13. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to its Tender Response or any other proposed Tender Response;
- 26.14. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972; or
- 26.15. directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant participating body or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Potential Supplier, Tender Response or proposed Tender Response;



- 26.16. fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (Potential Suppliers must notify the Authority via the e-tendering portal correspondence function);
- 26.17. fails to comply fully with the requirements of this ITT or makes a misrepresentation in any information supplied in their Tender Response;
- 26.18. there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the Tender Response;
- 26.19. submits a Tender Response which does not comply with any mandatory requirement (where the word “shall” or “must” is used); or fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publicly-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written into those contracts in a suitable form";
- 26.20. is submitted by any Potential Supplier (for the purposes of this paragraph, this also includes any company who has control of the legal entity submitting the Tender Response or a member of the group, if submitting as a group of economic operators) who has longstanding unpaid debts of any value with the Authority, which have not been disputed by the Potential Supplier and/or where no payment plan has been agreed with the Authority within one-hundred and twenty (120) days of the date the invoice was due to be paid. For the avoidance of doubt, longstanding in this instance, is defined as equal to or greater than one-hundred and twenty (120) days; and/or submits a Tender Response that is in any other way deemed non-compliant by the Authority.
- 26.21. By participating in this Procurement Process, Potential Suppliers accept that the Authority shall have no liability to a rejected Tender response and/or Potential Supplier in these circumstances.

## Section 5 ASSESSMENT SUMMARY AND CONTRACT AWARD

### **27. Contract Award**

Before entering the contract, the Authority will provide an Assessment Summary to all Potential Suppliers via Sproc.net correspondence function of its intention to include or exclude them from the Open Framework.



- 27.2. A minimum standstill period of eight (8) working days will follow and, subject to there being no substantive challenge to that intention, a contract will be formally awarded to the preferred supplier(s).
- 27.3. The following documents shall form part of the contract between the Authority and the successful supplier(s):
- Specification
  - Supplier Agreement
  
  - Terms and conditions plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
  
  - Responses to requirements including clarification log
  
  - A list of commercially sensitive information.