

INVITATION TO TENDER

ADULT EDUCATION BUDGET

**TENDER REF: AEBSC202223-01**

**DATE: June 2022**

**PART A**

|  |  |  |
| --- | --- | --- |
| 1 | Invitation To Tender Letter | As issued |

**PART B**

|  |  |  |
| --- | --- | --- |
| 2 | Form of Tender | Read, complete and return entire Part B according to instructions |
| 3 | Conditions of Tendering |
| 4 | Scope |
| 5 | Requirements |
| 6 | Non-disclosure Agreement |

**PART C - Appendices**

|  |  |  |
| --- | --- | --- |
| 1 | Statement of Contract Requirements | Complete & Return |
| 2 | Statement of Quality Assurance Requirements | Complete & Return |
| 3 | Statement of delivery | Complete & Return |
| 4 | Delivery Profiles | Complete & Return |
| 5 | Declaration of Contract Conditions | Complete & Return |
| 6 | References | Complete & Return |

**2. PART B**

Please complete fully and return with all required evidence/documents

Form of Tender – ADULT EDUCATION BUDGET SUBCONTRACT

To: **Mark Connolly**

Kirklees College

Huddersfield Centre

Waterfront Quarter

Manchester Road

Huddersfield

HD1 3LD

Date:

We, the undersigned, have read and understood the Invitation to Tender for Adult Education Budget and do hereby offer to execute and complete, in accordance with the Specification, the Conditions of Tendering and the Terms and Conditions described in the tender documentation.

I/We understand that Kirklees College (the College) may accept all, part, or none of this bid.

I/We undertake in the event of the College’s acceptance to execute a formal contract embodying all the Terms and Conditions contained in this offer.

I/We confirm that: and/or its directors/partners have not been convicted of any of the following offences:

* conspiracy; corruption; the offence of bribery; fraud (within the meaning of the offence of cheating the Revenue, the offence of conspiracy to defraud, fraud or theft, fraudulent trading, defrauding the Customs, an offence in connection with taxation in the EC, destroying defacing or concealing of documents or procuring the extension of a valuable security;
* money laundering; any other offence within the meaning of Article 45(1) of the Public Sector Directive and has not been: in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with any creditors or any analogous state, or subject to relevant proceedings;
* convicted of a criminal offence relating to business or professional conduct;
* committed an act of grave misconduct in the course of business;
* failed to fulfil its obligations relating to the payment of social security
* contributions and or payment of taxes;
* guilty of serious misrepresentation in providing any of the information required under this regulation

All information supplied is accurate to the best of my/our knowledge, that we have assessed and identified any information which I/we consider to be confidential and should not be released without consultation and I/we will undertake to notify the College of any material changes in the Company’s position.

I/We certify that this offer is made without prejudice to our liability for breach of any of our obligations under the Contract and (the bidder) shall be liable for and shall indemnify the College against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

* any financial or economic loss
* in consequence of or in any way arising out of any infringement of any copyright, patent etc applying to the design, equipment and, or services supplied and in consequence of or in any way arising out of any defect in the design, equipment and, or services or the delivery and, or installation and, or commissioning (as appropriate) of the design, equipment and, or services by the bidder, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of the College, its servants or agents.

I/We acknowledge that if I/we have acted or shall act in contravention of this signed ‘form of tender ‘statement, the College shall be entitled to recover from ourselves the amount of any loss and expense resulting from such omission/s.

This tender remains open for consideration for at least 6 calendar months from the date fixed for the submission or lodgement of bids.

I/we acknowledge that if I/we submit a bid and if I/we act or shall act in contravention of the terms within this ITT, the College will be entitled to cancel the Contract and to recover the amount of any loss and expense resulting from such a cancellation.

|  |  |
| --- | --- |
| For and on behalf of: |  |
| 1st Signature: |  |
| Print Name: |  |
| Position in Company: |  |
| Date: |  |
|  | |
| 2nd Signature: |  |
| Print Name: |  |
| Position in Company: |  |
| Date: |  |

**To be signed by a Company Director and Company Secretary, or two Company Directors, or in the case of a Partnership, two Partners duly authorised to sign on behalf of the Partnership.**

**3 CONDITIONS OF TENDERING**

**3.1 Applicability**

In submitting your tender, you do so on the conditions specified or referred to herein, and on the following conditions which shall be paramount, and in the event of breach thereof, the College shall be entitled to determine any contract made pursuant to such tender and claim damages from you.

**3.2 Information Provided**

The information provided in this ITT has been prepared in good faith by the College but is provided for guidance only and no warranty is given by the College as to the accuracy of the information. A Bidder shall be deemed for all purposes connected with the Form of Invitation to Tender and the contract to have satisfied themselves as to the nature, extent and character of the goods and service to be provided

**3.3 Tendering**

3.3.1 Bidders must submit complete tenders, providing all the information (including documents and other evidence) requested in this Invitation to Tender and following all the instructions in this Invitation to Tender. Incomplete tenders may be disqualified.

3.3.2 Tenders must be submitted by the date and time specified by the College. The College may reject any tender which is late or does not fully comply with the stipulated requirements. Circumstances must be exceptional for an extension to be granted to the Tender closing date, in which case the College will grant an extension to all bidders.

3.3.3 Tenders must be signed (or sent in the case of e-mail) by an authorised representative of the bidder and must be received by the College no later than the deadline date and time shown and to the person indicated in the covering letter. The complete tender must be provided in a common electronic format (such as pdf, Word or Excel), including technical literature. The tender must comprise the documents stated in the attached ‘form of tender’ letter.

## **3.4 Tender Validity**

## The tender shall remain open for acceptance by the College for a period of 1 week from the date specified for its return.

**3.5** **Tender Acceptance**

3.5.1 The College reserves the right to accept or award the contract in whole, in part, or not at all.

3.5.2 Any contract that arises from this Invitation to Tender shall be based on the condition that the Supplier’s goods or services will meet in all material respects the requirements specified in this ITT, which shall prevail in any conflict of interpretation or inconsistency.

**3.6 Right of Audit**

## The College shall retain a right of audit of all matters relating to the performance of the contract arising from this Invitation to Tender. This will include all financial matters and details relating to the service provided.

**3.7 Deed of Guarantee**

3.7.1 Where appropriate the College will at its discretion request a parent company guarantee.

3.7.2 It is agreed if such document is required to form a contract with the successful bidder the Guarantor shall not be discharged or released from such a Guarantee by any arrangement made between the successful bidder and the College without the assent of the College, or by any alteration in the obligations undertaken by the successful bidder or by any forbearance whether as to payment, time, performance or otherwise.

3.7.3 If the successful bidder (unless relieved from the performance by any terms of the said Contract (or of any other them) or by statute or by the decision of a tribunal of competent jurisdiction) shall in respect fail to execute the said Contract (or any of them) or shall commit any breach of any of the Supplier’s obligations thereunder, the Guarantor will upon demand indemnify the College against all losses, damages, costs and expenses which may be incurred by the College or by reason of any default on the part of the Supplier in performing and observing the provisions of the said Contract (or of any of them).

3.7.4 You are required to state the name and registered address of such a guarantor within the ‘company information questionnaire’ section of this tender document.

3.7.5 The successful bidder is not permitted to assign any part of the Contract without the prior written permission of the College. Any request will not be unreasonably withheld.

**3.8 Confidentiality of Tender Documents**

## All material provided by the College must be regarded as confidential and only disclosed to a third party to the extent necessary to complete your tender. The College requires that all working papers and electronic data must be immediately destroyed by bidders if they are notified they have been unsuccessful. Any material of a confidential nature submitted by a bidder should be clearly marked as such. The College assures confidentiality except where it is obliged to release information under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

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**3.9** **Integrity**

The College has a strong belief in propriety and ethics:

3.9.1 Your tender shall be a “bona fide” tender and shall not be fixed or adjusted by, or under, or in accordance with any agreements or arrangements with any other person. You shall keep your tender confidential and not divulge to anyone, even approximately, what your tender price is or will be or any of its terms or conditions, with the sole exception of information you may have to give, for example, to your insurance broker, in order to compile your tender. You must stress to them that such information is given in strictest confidence.

3.9.2 You shall not enter into any agreement or arrangement with any person that such other person shall refrain from tendering, or between you agree as to the amount of any other tender submitted, or of its terms and conditions.

4.9.3 You shall not try to obtain any information about someone else’s tender or proposed tender.

3.9.4 You shall not offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly to any person for doing, or having done, or causing, or having caused to be done, in relation to the tender any act of a nature described in the preceding conditions.

3.9.5 This ITT or submitting a tender do not entitle any bidder to enter the College premises.

**3.10 Correspondence**

3.10.1 All correspondence, tenders, etc. (whether before or after the final submission of tender) must be directed ONLY through the designated College contact: **Mark Connolly**

3.10.2 The tender, and all correspondence, must be in English.

3.10.3 The College reserves the right at its sole discretion to issue a formal general communication to all bidders drawing their attention to any relevant matter arising during the tender procedure as a result of a request for clarification from any bidder or otherwise amending any part(s) of the tender.

**3.11 Costs**

## Under no circumstances whatsoever will the College be liable for or pay any expenses or costs which may be incurred (whether directly or indirectly) by the bidder in the preparation or submission of their tender proposal unless stated in the tender specification.

**3.12 Decision Not to Tender**

3.12.1 If a potential bidder elects not to submit a tender then that bidder is requested to destroy all tender documentation and confirm in writing that it does not wish to submit a tender proposal and has not retained or copied any of the documentation.

3.12.1 Any qualification to this offer (made in this ITT) that the bidder wishes to make must be set out in writing but the tender form must NOT be amended in any way. Failure to comply with this provision may prejudice consideration of the tender.

**3.13 Amendment of Tender**

3.13.1 If a bidder finds it necessary to make an amendment after submitting a tender but before the tender closing date, the envelope must be addressed ‘SITES Delivery 2016/17 (AMENDMENT)’ and sent to the address listed above to arrive by the closing date for receipt of tenders.

3.13.1 No amendments to the Tender will be permitted after the tender closing date unless requested by the College.

**3.14 Terms & Conditions**

3.14.1 The College’s Conditions of Contract shall apply to a contract or contracts arising from this ITT.

The College is prepared to contract with the preferred bidders on its conditions of contract on the conditions that (1) the requirements, terms and conditions in this ITT take precedence over all other terms and conditions, and (2) that an acceptable version of contract conditions can be agreed. If an acceptable version cannot be agreed, the College shall have the right to terminate discussions with the preferred bidder and declare the next placed bidder as the new preferred bidder, and so on.

**3.15 General**

3.15.2 The College may need to visit clients (and their sites) of a bidder or a bidder’s operational facilities.

3.15.3 Bidders should demonstrate their capability to address the whole package of requirements in their responses. Higher scores will be allocated to bidders who can deliver the full specification. However, the College reserves the right to let a contract for individual elements of the provision should it need to.

3.15.5 Any aspects of your proposal which are essential to the delivery of the service will be incorporated into the specification.

**4. SCOPE**

**4.1 Background, Objectives and Contract Award**

Kirklees College are seeking a specialist partner to develop a strategic partnership with as a subcontractor for the delivery of provision as outlined in the Scope at 4.2.

**4.2 Scope of Subcontracted Provision**

The College wishes to procure delivery of the following:

Kirklees College is seeking a high quality, strategic partner (or partners) to work collaboratively in the delivery of up to **£500k of Adult Education Budget (AEB) funding** which will be used to make learning more inclusive and increase the supply of skills to support key sectors, improve West Yorkshire’s resilience by identifying and delivering the skills needed for the future and benefit the 380,000 people - or 26% of West Yorkshire’s working age population - who have low or no qualifications.

Successful bidders will clearly demonstrate they have the necessary expertise and a demonstrable track record of delivering high quality adult provision that:

* enhances the opportunities available for learners
* fills gaps in niche or expert provision or provides better access to training facilities
* supports better geographical access for learners
* offers an entry point for disadvantaged groups; or
* gives consideration of the impact on individuals with shared protected characteristics, where there might otherwise be gaps

Key Performance Indicators:

* >50% into employment
* 95% completion rate
* 100% delivery of the agreed Maximum Contract Value
* Minimum 95% learner and employer voice satisfaction rating surveys with students
* All delivery staff to achieve, as a minimum, a satisfactorygrade with 90% judged good or better
* Achievement gaps for learners should not exceed a 5% tolerance against any grouping

All delivery must be within the eligibility criteria set out in the Funding Agency’s current Funding Rules.

4.3 Requirements Overview

All Bidders will need to provide the following capabilities as a minimum:

* Compliance with all Key Performance Indicators (KPIs), as detailed in the specification
* Delivery of agreed qualifications
* Compliance with Funding Agency Rules

**5 REQUIREMENTS**

5.1 Completing the Statements of Requirements

Bidders must provide suitably complete written answers to all questions (and address other requirements) in the various tables of requirements. Sufficient information must be given to enable the College to clearly understand how each requirement would be achieved and to assess the tender against other tenders.

There are 4 sets of Requirements:

**Appendix 1 Statement of Contract Requirements**

**Appendix 2 Statement of Quality Assurance Requirements**

**Appendix 3 Statement of Delivery**

**Appendix 4 Profile**

| **Area** | **Max. score** | **Notes** |
| --- | --- | --- |
| **Stage 1** | | |
| Statement of Contract  Requirements | Pass  Fail | All requirements are mandatory unless stated.  Tenders will be assessed to ascertain the Supplier’s ability to meet all mandatory requirements. Suppliers unable to meet these requirements will not progress to Stage 2. |
| **Stage 2** | | |
| Statement of Quality Assurance Requirements, Credits Checks and Director Checks | Pass  Fail | Tenders that have passed Stage 1 will then be assessed on their suitability. Only suppliers who demonstrate robust quality assurance procedures will progress to the final stage |
| **Stage 3** | | |
| Statement of Delivery  Profile |  | The bidder must satisfy the Panel that they are capable of delivering the required programme. The delivery statement will be scored. **A minimum of 60% is required to be able to progress to pre-contract discussions.** Passing stage 3 does not guarantee a contract with the College. |
| **Stage 4** | | |
| Client references (A*ppendix 6)* | Pass  Fail | The College will take up references as supplied |
| Other commercial requirements | Pass  Fail | The combined value of other contracts you hold |
| Supplier commercial status | Pass  Fail | Check will be conducted by the College against each bidder to assess financial strength and stability |
| Contract Award | YES  NO | Contracts will be negotiated and awarded to Providers who meet the overall college requirements and score above the acceptance level. |
| Quality Assurance Checks | Pass  Fail | The College will award contracts subject to satisfactory Quality Assurance checks, a risk assessed rating of medium or below and sight or submission of all required or requested documentation, systems or procedures |

|  |  |  |  |
| --- | --- | --- | --- |
| **Code** | **Requirement** | **Meaning** | **Scoring** |
| **M** | Mandatory | The College is looking for a solution that will satisfy all its mandatory requirements and will only consider the tenders that satisfy all mandatory requirements listed in Section 8. | Tenders from suppliers unable to meet these requirements will not be assessed any further. |
| **D** | Desirable | Desirable requirements are important to the College and bidders that are able to deliver these additional benefits are more likely to be successful. | A certain number of points will be allocated to desirable requirements. No points will be scored where the requirement cannot be met. |
| **IR** | Information required | Information requirements are also mandatory. They are used to elicit detail about the proposed solution or, for example, bidders’ financial status. It is essential that all information requirements are answered fully; failure to do this may prevent the College’s evaluation from being properly completed, and hence may lead to exclusion from this tender competition. | Information requirements are not allocated points but they are mandatory. Complete answers are required for a successful tender. |

**5.2 Timetable**

All bidders will have to conduct their tendering activity according to the competition timetable. This timetable is expected to be as follows, but may be adjusted unilaterally by the College:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Tender Published on College Website | **W/C 20/06/22 for one week** |
| Deadline for receipt of tenders | **17:00 on Friday 8th July 2022** |
| Approval of preferred supplier | **W/C 11/07/22** |
| Inform unsuccessful bidders | **By Friday 15th July 2022** |
| Contracts issued | **W/C 25th July 2022** |
| Contracts signed and returned by | **01/08/22 (i.e. before delivery commences)** |

**5.3 Outline of Scoring Process**

The College will seek to place contracts with bidders who can meet the requirements of the tender, but reserves the right to not issues tenders where the college feels a submission is not economically viable

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5.3.1 Completed tenders that meet the minimum requirements will be considered and the bidders may be asked to provide further detail.

**5.4 Marking Criteria**

All the questions in the **Appendix 3 Statement of Delivery** will be assessed using the ‘Marking Criteria’ below, which shows the number of points that each question may be awarded.

|  |  |  |
| --- | --- | --- |
| Marking Criteria | | |
| **Weak**  Poor response - only partially answers requirements, with major deficiencies.  Little relevant detail proposed and evidence in support of responses rudimentary. Responses not completed where required in the ITT | Score:  between  1-5 |
| **Fair**  Response partially satisfies requirement, with deficiencies apparent. Some useful evidence provided but response falls short of minimum expectations. Lacking in overall quality of responses with little appropriate, relevant and corroborative evidence. | Score:  between  6-10 |
| **Adequate**  Response meets acceptable quality but remains basic and could have been expanded upon.  Responses are sufficient but appropriate, relevant corroborative evidence does not inspire. | Score:  between  11-15 |
| **Good**  Response satisfies requirement and exceeds minimum expectations of quality, including a level of detail which adds value to the bid. | Score:  between  16-20 |
| **Excellent**  Comprehensive and useful responses, supported by relevant evidence, which is innovative and exceeds expectations, including a full description of techniques and measurements employed. | Score:  between  21-25 |

**5.5 Funding**

The College will allocate funding based on the recommendations of its Approval Panel and approval of the College’s Senior Leadership Team.

**6. Non-disclosure Agreement**

**Section 2: NON-DISCLOSURE AGREEMENT**

This Agreement is made between:

**Kirklees College** (hereinafter referred to as ***‘the College’)*** and

(hereinafter referred to as ***‘the Supplier’***).

The purpose of this Agreement is to establish the rights and interests of the Parties that have executed it below.

Whereas, either party may be disclosing to (‘Disclosing Party’), and/or receiving from (‘Receiving Party’) the other party certain confidential and proprietary information including, but not limited to, business operations, processes, plans, intentions, production information, know-how, designs, trade secrets, market opportunities, customers, costs, prices, business plans, details of corporate Organisation and corporate financial information and any other information or data of whatever kind whether in physical, electronic, written or oral form, all of which is referred to herein as ‘information’, and

Whereas, for the purpose of evaluating a potential business relationship, the parties are each willing to disclose and receive information under the term and conditions specified below:

1. Each party agrees to maintain all information received from the other party, both orally and in writing, in confidence subject to the Freedom of Information Act 2000 and agrees not to disclose or otherwise make available such information to any third party without the prior written consent from the Disclosing Party. Each party further agrees to use the information only for the purpose set forth above. Information shall be deemed confidential regardless of the fact it is not marked as such if given in writing or, if given orally, identified as confidential orally prior to disclosure.
2. The Receiving Party’s obligation of non-disclosure under this Agreement shall not apply to information which
3. is or becomes a matter of public knowledge through no fault or action by the Receiving Party;
4. was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party;
5. subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such information without restrictions;
6. is independently developed by the Receiving Party without resort to information which is confidential under this Agreement, and can so be proven by written records; or
7. is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable in order to afford to Disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of its information or, at the Disclosing Party’s option, shall destroy all such information as the Disclosing Party may designate. The Receiving Party’s obligation of confidentiality shall survive this Agreement for a period of **[five (5) years]** from the date this Agreement is executed by the last party to sign, and thereafter shall terminate and be of no further force or effect.

1. The Receiving Party agrees that this Agreement shall not be assigned without prior written consent from the Disclosing Party. The Disclosing Party grants no right or licence to the Receiving Party except as expressly set forth in this Agreement. This Agreement is made under and shall be construed according to the laws of England and Wales and supersedes all prior agreements between the parties, oral or written, concerning the disclosure of Information.

### On behalf of the Supplier

Name:­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­

Job Title:

Signed:

# Date:­­

### On behalf of the Kirklees College

Name:­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­

Job Title:

Signed:

# Date:­­

**APPENDIX 1 - Statement of Contract Requirements**

Bidders must satisfy the following commercial requirements. Those who are unable to do so will not be evaluated further. Additional documents or evidence should be attached to your tender. The first requirement asks for references. Two client references will be taken, using a standard questionnaire to elicit responses. The questionnaire will be focused on the implementation, hosting, service levels and support on previous contracts. The College will be looking for references that consistently rate providers highly in all areas. Whilst some minor concerns raised may be acceptable, the College will not consider a contract award to any providers whose references raise any major concerns.

| **Requirements** | | | **Whether Mandatory** | **Answer Yes/No** | **Please provide specific details, including where evidence/documents will be included with your submission** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Terms and Conditions**  The College’s Conditions of Contract shall apply to a contract or contracts arising from this ITT.  **Please confirm that you accept these Terms and Conditions of Contract.**  The College may consider accepting minor variations to its terms and conditions of contract if these do not materially affect our requirements. However, the College will not undertake more than a few changes. Any variations you propose increase the risk of making your bid non-compliant.  The College retains the right to refuse or accept proposed variations, and to disqualify bidders who do not agree to the College’s Terms & Conditions of purchase.  **Please note any clause that cannot be agreed and explain why.** | M | YES  NO |  | | |
|  | | **References:**  Provide the names and addresses below of 2 clients who have agreed to provide a reference on your recent performance. Suitable references are required to PASS this requirement. An unsuitable reference will be a FAILURE, which shall disqualify the bidder from further consideration for the contract. | M | YES  NO |  | | |
|  | | **Contract Period**  The contract period shall be from the 1st August 2022 to the 31st July 2023.  **Please confirm your acceptance of this condition.** | M | YES  NO |  | | |
|  | | Provide audited accounts for your organisation covering the last three years of trading or for a period that is available if trading for less than three years.  ***To be attached with your tender marked ‘Commercial Requirements - Audited Accounts’*** | M | YES  NO |  | | |
|  | | Provide a statement of your organisation’s turnover, profit & loss and cash flow position for the most recent full year of trading (or part-year if full year not applicable).  ***To be attached with your tender bid marked ‘Commercial Requirements - Statement of Turnover’*** | M | YES  NO |  | | |
|  | | **Insurance**  Confirm the value of insurance cover you will have in place for the Contract period if you are successful. | M | YES  NO | **Sums Insured of Limits of Indemnity** | **Policy No.** | **Expiry Date** |
|  | | 1. **Employers’ Liability** | YES  NO | £ |  |  |
|  | | (b) **Public Liability** | YES  NO | £ |  |  |
|  | | (c) **Professional Indemnity** | YES  NO | £ |  |  |
|  | | (e) **Other:** *please give details:* |  |  |  |  |  |
|  | | **Management Information**  The successful bidder shall, on request, provide management information to enable the College to satisfy itself that goods and, or service delivery is adequate.  ***Please confirm your acceptance of this condition.*** | M | YES  NO |  | | |
|  | | Has your company/ organisation had any CCJs issued against it within the last 3 year  ***If yes, please provide details*** | M | YES  NO |  | | |
|  | | **Termination**  The College reserves the right to either terminate or to suspend any contract in line with the College’s contract terms and conditions.  ***Please confirm your acceptance of this condition.*** | M | YES  NO |  | | |
|  | | **Contract Set Up and Management**  The successful bidder will be required to nominate a suitably experienced member of staff to be the College’s prime contact for all matters appertaining to this tender and the delivery of the contract requirements in the event of successfully winning a contract.  If this member of staff is different to the contact requested in the company information questionnaire please state who this will be below.  The College expects to hold regular meetings with the successful bidder during the contract set-up period and throughout the duration of the contract.    ***Please confirm your acceptance of these conditions.*** | M | YES  NO |  | | |
|  | | **Delivery of Goods and or Services**  The successful bidder shall, if it is awarded a contract, deliver goods and provide services in accordance with the schedules contained within the contract provided by the College.  **Please confirm your acceptance of these conditions.** | M | YES  NO |  | | |
|  | | **Substitutions**   1. The successful bidder will be expected to supply any product and, or service for which they have bid for. If the successful bidder is unable to supply the exact type of product and, or service ordered they must inform the College, giving sound reason for their inability to do so within one week of becoming aware of their inability to supply in accordance with the delivery schedule and before delivery is due to be made. If the reasons given are unacceptable, then the successful bidder shall supply a product and, or service to a specification acceptable to the College   b. Acceptance or rejection of a substitution is the sole right of the College, and the College reserves the right to determine the contract.  ***Please confirm your acceptance of this condition.*** | M | YES  NO |  | | |
|  | Must have operational office within West Yorkshire and a proven ability to engage West Yorkshire residents. | | D | YES  NO |  | | |
|  | Do you currently hold any government contracts?  ***Please provide details of contracts, value and funding stream on Appendix 5*** | | D | YES  NO |  | | |
|  | OFSTED registered?  ***Please provide your registered number*** | | IR | YES  NO |  | | |
|  | **Health and Safety**  Does your organisation have a written health and safety policy that demonstrates your compliance with Health and Safety legislation?  When were your Health and Safety procedures last audited and/or reviewed and updated?  In the past 5 years has your organisation ever been prosecuted under health & safety legislation or been served prohibition or improvement notices by an Enforcing Authority such as the Health & Safety Executive? *Please note that if “YES” further details will be required before contracting*  ***Please provide a response to each question*** | | M | YES  NO |  | | |
|  | Name of the Bidder entering into the Contract with the College if selected | | IR |  |  | | |
|  | Name, contact details, and position of the person who will be the lead contact for the College for this tender. Please include details of telephone number, including mobile and e-mail address. | | IR |  |  | | |
|  | Please state the trading status of the Bidder i.e. public limited company, partnership etc. | | IR |  |  | | |
|  | Please state the registered office address of the Bidder. | | IR |  |  | | |
|  | If the tender is being submitted by a consortium, joint venture or other joint arrangement please list all the members of the consortium including any major service providers, the members’ proposed roles in the partnership and its connected arrangements and the members’ registered addresses. | | IR |  |  | | |
|  | If the tender is being submitted by a consortium or joint venture, the Bidder should provide the percentage of holding by each member, together with an explanation of the effective controlling structure. | | IR |  |  | | |
|  | Please include an organisation chart detailing management structure. | | M |  |  | | |
|  | Do any of the people in your organisation have a partner or relative who is a member of the College Governors, or is employed by the College? If ‘yes’, please provide details. | | IR | YES  NO |  | | |
|  | Do any of the people in your organisation have any involvement in any other company that provides goods or services to the College? If 'yes', please provide details. | | IR | YES  NO |  | | |
|  | State the date the Bidding company was incorporated, founded or formed. | | IR |  |  | | |
|  | Do any of the Directors of the Bidding company hold directorships with any other UK or EU based companies | | IR | YES  NO |  | | |
|  | Is the bidder a member of a group?  If it is, please describe (with a diagram if necessary) its relationship with the group and give full details of the structure of the group indicating, for example, the ultimate holding company / entity and all other subsidiaries, and clarification in respect of the parent company guarantees on performance. | | IR | YES  NO |  | | |
|  | Is the bidder a limited company, limited liability partnership or limited partnership?  If it is, please state:   1. date of company’s/limited liability partnership’s or limited partnership’s incorporation. 2. company /limited liability partnership /limited partnership Registration Number. 3. parent company / holding entity details if applicable. | | IR | YES  NO |  | | |
|  | VAT – are you VAT registered  Please provide number | | IR | YES  NO |  | | |
|  | UKPRN Please provide | | M |  |  | | |

**APPENDIX 2 - Statement of Quality Assurance Requirements**

|  | **Quality Assurance Requirement** | **Please provide specific details, including what supporting evidence/documents you are including in your submission** |
| --- | --- | --- |
|  | You must be able to pass the Colleges Quality Assurance process and score no higher than a medium risk   1. **Existing Providers** – Those providers must have a current Quality Assurance rating (within the last 3 months) risk rating of medium or lower 2. **New Providers** – Assuming bid passes stages 1 and 2 any contract offer will be conditional subject to a Quality Assurance Visit and an overall risk rating of Medium or below |  |
|  | Must have an up to date Self-Assessment Report (SAR) at good or above. This must also be supported by a Development/Quality Improvement Plan  ***Please include in your submission*** |  |
|  | Must have up to date policies including but not limited to; Quality Assurance, Health and Safety, Equal Opportunities, Data Protection and Freedom of Information, Complaints, Marketing, Safeguarding, Prevent and Workplace Risk Assessment  ***Please confirm which policies you have in place to support teaching learning and assessment and supply electronic copies with submission*** |  |
|  | **Staffing**  Please provide a staff matrix which includes, roles, qualifications, DBS numbers and CPD record |  |
|  | Outline your IAG and initial assessment processes.    Provide details of how you initially assess your learners to ensure they are on the right course at the right level. |  |
|  | Quality Assurance Strategy  Outline how you will ensure that   * 1. Teaching, learning and assessment is of a good or better standard   2. Review and feedback is taking place regularly and is of a good or better standard   3. Marking of learner work is carried out in accordance with awarding body requirements   4. Quality and compliance of learner paperwork to be submitted to college will be of an acceptable standard |  |
|  | What does your teaching; learning and assessment strategy look like? Describe how you:   1. Ensure staff are operating at the right standards 2. Deal with underperforming staff that are below the required standard 3. How your teaching, learning and assessment is moderated 4. How you ensure staff knowledge is current 5. How CPD is undertaken and verified 6. How you recognise and record progress, achievement and learner destinations |  |
|  | What does your internal verification/quality audit plan look like? |  |
|  | How do you record and monitor learner information. What management information reports do you have and use to support the delivery? |  |
|  | Learner and employer voice.  Describe how you receive feedback from learners and employers. What are your current satisfaction rates?  ***Please include any analysis with your submission*** |  |
|  | Must be able to demonstrate that 80% of teaching, learning and assessment is at good or above  ***Please provide details of your teaching, learning and assessment profile*** |  |
|  | Describe your performance management systems including monitoring targets, performance drivers and measures in place to improve performance where necessary.  How do you ensure that you are able to deliver the requirements of the contract and ensure these are being delivered?  How do you measure overall effectiveness? |  |
|  | How do you ensure that you have the necessary resources available for learners, to provide an effective service? |  |
|  | How do you promote EDI, Safeguarding and Prevent amongst staff, learners, employers and other stakeholders? |  |
|  | How do you ensure your learners are safe on your premises or in the workplace? |  |

**APPENDIX 3 – Statement of Delivery**

The information disclosed in this statement will be used to evaluate your ability to deliver the programme.

**It is important that applicants complete this in full and understand that a panel score of a minimum 60% is required for the bid to proceed to the next stage of approval.**

All supporting documents sent should be clearly marked with the number of the section and question to which they relate, and the name of the Bidder.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Question** | **Provider Response** | **Marks** |
| 1 | What is your engagement strategy for learners drawing from the priority groups and your geographical area your learners? Describe how you will:   * Market your programme * Work with referral agencies * Ensure an effective initial assessment process * Deal with learners for whom your provision is not suitable * Identify learners from within the identified priority sectors and locations |  | /25 |
| 2 | Describe what your training programme will look like.  Consider how you will:   * Deliver the programme * Ensure differentiation * Maintain individualisation * Stretch and challenge your learners * Embed English, maths and employability skills * Have the right resources available |  | /25 |
| 3 | How will you manage your learners at risk? Describe:   * What measures you have in place * What will you do to ensure learners stay on programme * What additional support will you provide? |  | /25 |
| 4 | What measures will you take to try and progress your learners. Consider:   * Where they will progress to * What will be the main routes of progression (courses etc?) * How will ensure the right IAG is given for the learners to make informed choices * How will you work with local agencies to ensure the right route for your learner * What links will you make with the college to ensure that the college is a “progression choice”? |  | /25 |
| **TOTAL SCORE** | | | /100 |

**APPENDIX 4 - Delivery and Funding Profiles**

Delivery and Funding

|  |  |  |  |
| --- | --- | --- | --- |
| **Funding Stream** | **Total enrolments for the Year** | **Approximate funding value per learner** | **Maximum Contract Value Requested** |
| **Adult Education Budget** |  | **£** | **£** |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Year:** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **March** | **April** | **May** | **June** | **July** |
| **Number of enrolments** |  |  |  |  |  |  |  |  |  |  |  |  |

**NB: Please note that following the selection of successful providers, Kirklees College and all chosen providers will agree an income profile based on delivery profiles. Kirklees College reserves the right to adjust funds if the provider is not meeting their agreed income profile. APPENDIX 5 – Declaration of Current Contracts with other Prime Providers**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Prime Contractor** | **Region** | **Contract Value** | **Funding Source** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

**Appendix 6 - References**

Please supply two references that reflect your delivery. Preferably, they need to be referees that you have had a funding contract with. If this is not possible at least one needs to be a Prime Funder. The other referee may be for example an example whom you have held a training contract with.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Referee 1** |  |  | **Referee 2** |  |  |
|  |  |  |  |  |  |
| **Name:** |  |  | **Name:** |  |  |
|  |  |  |  |  |  |
| **Address:** |  |  | **Address:** |  |  |
|  |  |  |  |  |  |
| **Email:** |  |  | **Email:** |  |  |
|  |  |  |  |  |  |
| **Main Contact Number:** |  |  | **Main Contact Number:** |  |  |
|  |  |  |  |  |  |
| **Mobile Number:** |  |  | **Mobile Number:** |  |
|  |  |  |  |  |  |