[A black and white logo

Description automatically generated](http://www.eastdurham.ac.uk/)

**INVITATION TO TENDER**

**East Durham College**

**Contract for Adult Skills Fund Course Delivery**

**Commencing September 2025 to 31st July 2026**

**Tender ref: TBC**

**Tender Deadline: 15th August 2025 12:00 hours**

**CONTENTS**

**INFORMATION FOR TENDERERS – SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

[1. INTRODUCTION 4](#_Toc330799548)

[2. DEFINITIONS 4](#_Toc330799549)

[3. BACKGROUND 5](#_Toc330799550)

[4. TENDER SUBMISSION REQUIREMENTS 5](#_Toc330799551)

[5. CONTRACT DOCUMENTS 5](#_Toc330799552)

[6. TENDER EVALUATION AND AWARD CRITERIA 6](#_Toc330799553)

[7. INFORMATION REQUIRED FROM TENDERER 7](#_Toc330799554)

[8. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT 8](#_Toc330799555)

[SCHEDULE 1-SPECIFICATION 9](#_Toc330799556)

[SCHEDULE 2- PRICING 11](#_Toc330799557)

[SCHEDULE 3 12](#_Toc330799558)

[PART 1-CONTRACT PARTICULARS 12](#_Toc330799559)

[SCHEDULE 3 14](#_Toc330799561)

[PART 2 - SPECIAL TERMS AND CONDITIONS 14](#_Toc330799562)

[1. CONTRACT PERIOD 14](#_Toc330799563)

[2. PRICING 14](#_Toc330799564)

[3. CONTRACT MANAGEMENT 14](#_Toc330799565)

[4. PROCUREMENT 14](#_Toc330799566)

[5. TERMINATION 15](#_Toc330799567)

[6. LOCATION AND FACILITIES 15](#_Toc330799568)

[7. EXIT STRATEGY 15](#_Toc330799569)

[SCHEDULE 4 - FORM OF TENDER 16](#_Toc330799570)

[SCHEDULE 5 - CERTIFICATE OF NON-COLLUSION & NON-CANVASSING 17](#_Toc330799571)

[SCHEDULE 6 - CARBON EMISSION REDUCTIONS 18](#_Toc330799572)

[SCHEDULE 7 – E-PROCUREMENT CAPABILITY 19](#_Toc330799573)

[SCHEDULE 8 – PROCUREMENT SPECIFIC QUESTIONNAIRE](#_Toc330799573) 20

[SCHEDULE 9 – ADDITIONAL COMPLIANCE QUESTIONS](#_Toc330799573) 23

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| **Contract Description:** | Adult Skills Fund Course Delivery |
| **Period of Contract:** | September 2025 to 31st July 2026 |
| **Queries:** | All queries must be submitted to Joanne Wilson at [joanne.wilson@eastdurham.ac.uk](mailto:joanne.wilson@eastdurham.ac.uk), Carina Briggs at [carina.briggs@eastdurham.ac.uk](mailto:carina.briggs@eastdurham.ac.uk), Jackie Lanagan at [jackie.lanagan@eastdurham.ac.uk](mailto:jackie.lanagan@eastdurham.ac.uk) at least 4 working days prior to the deadline for submissions.  **\*\*Please note there will be no response between the 4th & 7th August 2025\*\*** |
| **Submission instructions:** | Tenders and all associated documentation must be emailed to [joanne.wilson@eastdurham.ac.uk](mailto:joanne.wilson@eastdurham.ac.uk) [procurement@eastdurham.ac.uk](mailto:procurement@eastdurham.ac.uk)  “Tender for Adult Skills Fund Course Delivery” **MUST** be stated in subject box. |
| **Date/time for Tender return:** | 15th August 2025 12:00 hours |

**Timetable**

This timetable is indicative only. The College reserves the right to change it at its discretion.

| Stage | Date(s)/time |
| --- | --- |
| Issue of Invitation to Tender | 16th July 2025 |
| Submission of Tenders | 15th August 2025 12:00 hours |
| Evaluation of Tenders | 19th & 20th August 2025 |
| Notification of result of evaluation | 26th August 2025 |
| Expected date of award of Contract | 8th September 2025 |
| Contract commencement | September 2025 |

**EAST DURHAM COLLEGE**

**FINANCE DEPARTMENT**

# INTRODUCTION

## You are invited to tender for the provision of Adult Skills Fund Course Delivery, commencing September 2025 to 31st July 2026.

## Tenderers are asked to confirm their intention to Tender for this Contract by ‘Registering their Intent’ to Joanne Wilson at [joanne.wilson@eastdurham.ac.uk](mailto:joanne.wilson@eastdurham.ac.uk) [procurement@eastdurham.ac.uk](mailto:procurement@eastdurham.ac.uk)

## If you have any questions or require any clarification, please submit these to Joanne Wilson at [joanne.wilson@eastdurham.ac.uk,](mailto:joanne.wilson@eastdurham.ac.uk) Carina Briggs at [carina.briggs@eastdurham.ac.uk](mailto:carina.briggs@eastdurham.ac.uk), Jackie Lanagan at [jackie.lanagan@eastdurham.ac.uk](mailto:jackie.lanagan@eastdurham.ac.uk)

## Responses to individual queries will be available to all Tenderers, without disclosing the name of the Tenderer who initiated the query. Tenderers should note that any queries should be raised no later than four working days before the closing date. These will only be sent to those who confirm their Intention to Tender.

## The College reserves the right to cancel the tender process at any point. The College is not liable for any costs resulting from the cancellation of this tender process not for any other costs incurred by those tendering for this Contract.

## You are deemed to understand fully the processes that the College is required to follow under relevant UK legislation, particularly in relation to The Public Contracts Regulations and the Procurement Act 2023. Please familiarise yourself with the requirements and the mandatory exclusions we will follow as part of the public procurement processes.

# DEFINITIONS

## For the purposes of the contract, except where expressly stated to the contrary, the words below shall have the following meanings:

Contract means the Contract entered into pursuant to the tender.

Contractor means the successful organisation whose tender has been accepted and includes the Contractor's legal representatives and permitted assignees.

Tender means the documents and information submitted by the Tenderer in response to this invitation to tender.

Tenderer means the organisation submitting the tender.

College means East Durham College.

# BACKGROUND

## East Durham College operates across three campuses and many local community venues, as well as providing work force development within individual work places across the region. <https://edc.ac.uk/sites/default/files/2022-03/edc_strategic_plan.pdf>

## East Durham College are looking to appoint a maximum of 2 organisations to deliver adult education courses.

## Further details of the College’s needs under the Contract and other relevant information is provided in the Specification at Schedule 1.

# TENDER SUBMISSION REQUIREMENTS

## Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

## Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their tenders and must satisfy themselves that the requirements of the contract are fully understood.

## Tenderers should include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.

## Tenderers may supply any other additional information that they wish to be considered as part of their offer.

## Tenderers must be registered on the central digital platform. [Find high value contracts in the public sector - GOV.UK](https://www.gov.uk/find-tender) You will be asked to share your core supplier information with us.

## The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

# CONTRACT DOCUMENTS

## Any resulting Contract will consist of the Contract Particulars (to be completed), the General Conditions, the Special Terms and Conditions (all as set out in Schedule 3) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

## Where the Special Conditions are at variance with the General Conditions, the Special Conditions shall apply.

## This Tender is issued on behalf of the College and no Tender will be considered unless it is made on the official Form of Tender.

## If the Tenderer adds any tender conditions which are at variance with the General or other conditions of the College then such added conditions shall be deemed to be null and void. The acceptance of any such tender by the College shall not in any way be deemed to be an acceptance by the College of the conditions null and void and the College’s conditions shall apply.

## Other than the person or persons identified above, no College employee or member of the College has the authority to give any information or make any representation (express or implied) in relation to this Tender or any other matter relating to the Contract unless specifically agreed by the above person.

## The College reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.

## Under the Contract the College will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

## Estimated requirements (where indicated) are provided for the Tenderers guidance only and a greater or lesser amount may be required.

## The College reserves the right to use references from other sources known to the College in addition to any which may be provided by Tenderers.

## As part of the procurement process, it may be necessary for the College to undertake a financial assessment of Tenderers in order to mitigate risk to the College and ensure the financial stability of any potential contractor. The College therefore reserves the right to obtain financial reports from third parties in relation to this contract. In the event of an unsatisfactory report the recommended Tenderer may be required to provide a parent company guarantee or an indemnity bond prior to contract award.

# TENDER EVALUATION AND AWARD CRITERIA

## Each submitted Tender will be checked initially for compliance with all requirements of the Tender. However, there are two criteria which will result in exclusion from the evaluation process, where these apply, we will not continue to review the submission against the remaining requirements of the tender.

## During the evaluation period, the College reserves the right to seek clarification in writing or by means of a clarification meeting from any, or all, of the Tenderers, to assist it in its consideration of their Tenders.

## The College may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

## The award of this Contract will be to the Most Advantageous Tenderer (MAT) taking into consideration the following award criteria:

|  |  |
| --- | --- |
| **Criteria** | **%** |
| Quality in terms of |  |
| Ability to meet specifications, Capability and capacity to fulfil contract, Experience in the provision of similar contracts, Evidence of achievement rates. |  |
| **Total Quality** | **85%** |
| Sustainability Credentials, Focus on the economic wellbeing of the area, Promotion of positive progression into employment/extra opportunities for learners |  |
| **Total Added Value** | **15%** |
|  |  |
| **Scoring Methodology** |  |
| 10 | Fully comprehensive and appropriate response. |
| 8 | Response of a high standard with a highly appropriate understanding of the question. |
| 6 | Response illustrates a good understanding of the matter in question. Would benefit from further detail. |
| 4 | Response illustrates a basic understanding of the matter in question but lacks detail. |
| 2 | Very limited response lacking in any relevant detail. |
| 0 | No response submitted. |

## Tenderers may be required to give a presentation of their tender and expression of interest to the appropriate management panel at the College, if required the tenderers will be contacted.

## The College reserves the right to accept the whole or any part of any tender submitted. If more than one tender is received from a Tenderer, then only the final tender received will be considered.

# INFORMATION REQUIRED FROM TENDERER

## Tenderers are asked to indicate:

### Their proposed methodology for fulfilling the Contract and meeting the Specification detailed in **Schedule 1.** This should address key aspects of skills, efficiency, experience and reliability.

### Please provide a brief outline of the procedures proposed by the tenderer to ensure that the college obtains optimum value for money.

### Detail who will manage the account and implication of any proposed activities, setting out customer liaison arrangements and procedures for dealing with complaints and problems including timescales for response and resolution procedures.

### Tenderer must also include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.

### Proposal for working in partnership with the College to maximise process efficiencies for example consolidated invoicing.

### Tenderers must complete and return the Form of Tender referred to in **Schedule 4**.

### Tenderers must note this will be a fixed rate contract exclusive of VAT subject to contract award. No additional claims will be considered for items outside of the contract.

### Tenderers must complete and return **Schedule 8 Procurement Specific Questionnaire & 9 Additional Compliance Questions** or their tender will be excluded.

# FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

## The College is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

## As part of the College’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

## If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

## The College will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the College shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The College must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

## The College will not be held liable for any loss or prejudice caused by the disclosure of information that:

### has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

### does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

### in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

SCHEDULE 1-SPECIFICATION

East Durham College is looking to secure a maximum of 2 organisations to deliver **adult education courses** to people aged 19 years and over who live in postcodes within the **North East Combined Authority area**.

The contract value will be based on an 80/20 split. The full contract value will be a maximum of £450,000 – Tenderers are invited to bid for the contract amount they can effectively deliver within the specified contract requirements, it will then be at the discretion of the College to determine the split of the contract award. This may be split as incremental awards throughout the academic year dependent on achievement of deliverables.

Adults must live in an address with a North East Combined Authority postcode, it is not the delivery location.  Provision is expected to be part-time and must be linked to the North East Combined Authority Strategic Aims for each area.  East Durham College is only seeking provision in subject sector areas **4 (Engineering)** and **5 (Construction)**, which moves adults either directly into jobs or closer to the employment market. We will not accept large volumes of employability provision or distance learning. We would expect all the funded provision to be ASF funded and not Free Courses for Jobs.

The training must be delivered in full by the contracted training provider, i.e. only one level of sub-contracting is permitted, no second level subcontracting is permitted. The quality of provision and subcontractor financial health will be paramount as the College will retain responsibility to the North East Combined Authority and OFSTED for programme quality. Financial health and inspection outcomes are mandatory elements of the assessment process which can lead to instant exclusion from the tender process. Where a credit rating shows an above average risk or an Ofsted outcome is less than Good, we will reject a tender unless there are exceptional circumstances given. Where these are given, the college will require a face to face meeting for further investigation of evidence to decide whether the tender can go forward for further review.

The estimated contract value reflects the funding value of learning to be delivered and will be subject to a management fee which will not exceed 20%.

Providers must have experience of delivering provision to meet local skills needs and be able to provide verified data in the following areas:

* Achievement rates which are above national averages
* High levels of positive progression into employment
* History of achieving contracts in the last two years

The positive progression must be into employment, further learning or improved prospects.  We are not looking to deliver generic employability programmes.

We will only look to contract with providers who have a history of delivering in the North East and they must have a permanent base in the North East.

We will not accept tenders from organisations based outside of the geographical area who intend to rent premises to undertake his delivery. Checks will be carried out to ascertain longevity of operation in the North East.

SCHEDULE 2- PRICING

* 1. Tenderers are referred to Schedule 4 of the Invitation to Tender, the Form of Tender, which must be completed.

## Tenderers must also indicate all other costs that will be associated with the contract e.g. rates, expenses etc. It is the responsibility of the Tenderer to include all costs including rates, expenses etc., which will form part of this Contract. No claim for additional payment will be considered for items that have not been specified within the tender. Please refer to Schedule 3-Special Conditions.

## Tenderers may include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.

SCHEDULE 3

PART 1-CONTRACT PARTICULARS

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract Title** | | | Adult Skills Fund Course Delivery | | | | |
| **Customer** | | | East Durham College  C/o Finance Dept  Willerby Grove  Peterlee  County Durham  SH8 2RN | | | | |
| **Contractor** | | | TBC on award | | | | |
| **Commencement Date** | | | September 2025 | | | | |
| **Contract Period (including option to extend )** | | | September 2025 – 31st July 2026 | | | | |
| **To be called off by Order** | | | Yes   |  | | --- | |  | | | | | No   |  | | --- | |  | |
| **Specification/Description** | | | As detailed in Schedule 1 | | | | |
| **Address for Notice** | | | East Durham College  C/o Finance Dept  Willerby Grove  Peterlee  County Durham  SH8 2RN | | | | |
| **Price** | | | Contract total value up to £450,000 | | | | |
| **Settlement Terms** | | | 30 days | | | | |
|  | | | | | | | |
| **College Authorised Representatives** | | | | | | | |
| **Name** | **Position** | | | | **Contact Details** | | |
| Carina Briggs | Vice Principal of Curriculum and Performance | | | | [Carina.briggs@eastdurham.ac.uk](mailto:Carina.briggs@eastdurham.ac.uk) | | |
| Jackie Lanagan | Assistant Principal Performance and Planning | | | | [Jackie.lanagan@eastdurham.ac.uk](mailto:Jackie.lanagan@eastdurham.ac.uk) | | |
|  | | | | | | | |
| **Contractor Manager** | | | | | | | |
| **Name** | | | | **Contact Details** | | | |
| [please insert] | | | | [please insert] | | | |
| **Contractor Key Personnel** | | | | | | | |
| **Name** | | **Position** | | | | **Contact Details** | |
| [please insert] | | [please insert] | | | | [please insert] | |
|  | |  | | | |  | |
|  | |  | | | |  | |
|  | |  | | | |  | |
|  | |  | | | |  | |

|  |  |
| --- | --- |
| **Insurance** | |
| **Insurance type:** | **Minimum level:** |
| Employers Liability Insurance | Please confirm |
| Public Liability Insurance | Please confirm |
| Professional Indemnity Insurance | Please confirm |

**SIGNED BY: ............................................ SIGNED BY: .................................................**

**POSITION: .............................................. POSITION: ....................................................**

**DATE: ...................................................... DATE: ...........................................................**

**duly authorised to sign for and duly authorised to sign for and**

**on behalf of on behalf of the College**

**Organisation: .................................................................................................**

**Address: ………………………………….........................................................**

**Occupation: ……………………………………................................................**

**Position: ........................................................................................................**

SCHEDULE 3

PART 2 - SPECIAL TERMS AND CONDITIONS

# CONTRACT PERIOD

## The contract is for a period September 2025 to 31st July 2026

## There will be no carry over of any students into the 2026/27 academic year. All students enrolled must be able to complete their programmes by 31st July 2026 otherwise they will be unfunded.

# PRICING

## The contract value is based on 80/20 split.

## Changes to the Price will only become effective when agreed and accepted in writing by the College.

## The College reserves the right not to accept any price increase if considered unjustified and the Contractor must allow the College to inspect all relevant documentation supporting the application.

## The College reserves the right to continually test the market in order to ensure that the Contract prices are competitive within the marketplace. In the event of the College obtaining a lower bona fide offer from another organisation for the same goods or services, the Contractor will be provided with the opportunity of revising its terms accordingly. Should the Contractor be unable to match the new offer then the College reserves the right to accept the new offer and procure the goods or services from the other organisation.

## The successful Tenderer will be expected to collaborate with the College over the contract period to achieve continuous improvement in the quality and delivery of the Contract. Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

# CONTRACT MANAGEMENT

## The College undertakes regular Contract monitoring and due diligence checks to ensure Contract standards are met, evaluate Contractor performance and consider areas for improvement. Regular meetings will be held between the College and the Contractor throughout the period of the Contract.

## If requested by the College, the Contractor will provide management information reports when required which may include but not be limited to:

* Contract spend and usage breakdown
* Key performance indicators
* Order fill rates

# PROCUREMENT

## In line with the College’s strategic objective to increase process efficiencies, invoices which do not state the corresponding purchase order number will be rejected by the College and returned to the Contractor (No PO No Pay). The Contractor will be expected to work in partnership with the College to take full advantage of the benefits associated with the automation of the procure to pay process throughout the duration of the contract.

# TERMINATION

## Either party shall have the right to terminate at any time provided not less than 2 months written notice is provided save where the Contractor commits a fundamental breach of contract in which case the Contractor will be given immediate written notice to remedy the breach within 28 days in default of which the Customer can terminate the Contract forthwith thereafter subject to giving the Contractor final written notice.

# LOCATION AND FACILITIES

## The Contractor will be required to provide the Services to East Durham College at any of the campuses as required or locations agreed with the college. Further information regarding the location of the campuses is available at <https://www.edc.ac.uk/contact/getting-to-us>

# EXIT STRATEGY

## The Exit strategy sets out the obligations of the College and Contractor to achieve the orderly transfer of responsibilities for the provision of any service from the Contractor to a new contractor following expiration of this Contract.

## The principle objective of the Contractor upon exit shall be to ensure the continuity of the Service under any transfer of Contract.

## The Exit Strategy period shall commence 3 months prior to Contract expiry or termination.

## The Contractor shall undertake the following obligations as part of the Exit Strategy:

## The provision of exit data for the service and any additional services introduced during the period of the Contract.

## The provision of a project manager and necessary resources to manage the Contractor’s responsibilities and obligations during the handover period.

## The provision of any relevant information (excluding commercially sensitive information) to the College which is required to ensure the continued operation of the service following handover period.

## The Contractor shall maintain exit data which shall be made available to the College or a new contractor sufficient to enable the transfer of the service.

## A handover plan shall be developed between the College and Contractor and shall operate from when the Contract expires or under termination conditions defined within the Contract.

SCHEDULE 4 - FORM OF TENDER

Devolved (North East) Adult Skills Fund Course Delivery  **(the “Contract”)**

To: East Durham College

C/o Finance Dept

Willerby Grove

Peterlee

County Durham

SR8 2RN

I/We the undersigned hereby offer to provide the Contract as described in the Specification to the College in accordance with the terms and conditions of contract as determined within the Invitation to Tender for the sum of (amount in words):

..................................................................................................................................................

...................................................................................................................................................

I/we agree to enter into a formal agreement with the College, when so required by the College, embodying this offer, in accordance with the terms and conditions of Contract as determined within the Tender Documents, at such time as we may be called upon to do so. Until such an agreement is completed, we agree that this offer together with written acceptance from the College shall constitute a legal and binding contract between the College and ourselves.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the College) and if required in the interim provide the Contract in accordance with the Contract specification and terms and conditions if necessary.

I/We understand that the College reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by: ....................................................... Name(s): ..................................................

Position: ...........................................................

For and on behalf of: .................................................................................................................

Address: .........................................................................................................................

...........................................................................................................................

Date: .......................................................

SCHEDULE 5 - CERTIFICATE OF NON-COLLUSION & NON-CANVASSING

Adult Skills Fund Education Course Delivery **(the “Contract”)**

**Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the College in connection with the proposed award of the Contract by the College, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the College in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract is that the College shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than the College, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the College may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed: ..............................................................................................................................

Name: ................................................................................................................................

Position: .............................................................................................................................

For and on behalf of: ..........................................................................................................

SCHEDULE 6 - CARBON EMISSION REDUCTIONS

The College is committed to reducing the amount of carbon emissions from its direct and indirect operations. Tenderers are requested to complete the following short questionnaire.

Name of Organisation: ..............................................................................................................

Tender Ref:

Do you have an environmental policy? Yes/No

Do you work within a Environmental Management System either accredited or unaccredited please indicate which

|  |
| --- |
|  |

How do you minimise carbon emissions from your energy use at your business addresses

From:

Electrical?

|  |
| --- |
|  |

Gas?

|  |
| --- |
|  |

Water?

|  |
| --- |
|  |

Business Travel?

|  |
| --- |
|  |

How do you minimise waste?

|  |
| --- |
|  |

How do you increase recycling of waste and waste products please list waste which is recycled?

|  |
| --- |
|  |

Finally, if you have statistics on any environmental improvement performance such as reduced waste tonnages, decrease in vehicle mileages, low carbon technology installed or access to sustainable travel options for staff please list them here or enclose company information.

|  |
| --- |
|  |

SCHEDULE 7 – E-PROCUREMENT CAPABILITY

**Purchase Orders**

It is anticipated that future orders placed by the College will be despatched via e-mail to reduce production costs and ensure there are no delays in you receiving the order.

NB: To ensure you receive the order promptly your email address should be accessible by

multiple users (to avoid delays due to staff absence/departure etc).

|  |  |
| --- | --- |
| E-mail address for receiving purchase orders from the College |  |
| Please confirm that the e-mail address you have provided can be accessed by multiple users | Yes/No |
| E-mail address for receiving remittance notes from the College |  |
| Telephone No: |  |
| Fax No: |  |

**BACS Payments**

The College will no longer be using cheques as a method of payment, preferring to use

BACS. We therefore require your company bank account details.

|  |  |
| --- | --- |
| Bank Name: | Account Name: |
| Bank Address: | Account No: |
|  | Sort Code: |
|  |  |
|  |  |
|  |  |
| Signature: | Date: |
| Name: | Company Stamp: |
| Position in Company: |  |
|  |

SCHEDULE 8 – PROCUREMENT SPECIFIC QUESTIONNAIRE

|  |  |
| --- | --- |
| **Mandatory Exclusion Questions:** | |
| Are you a further education and skills provider who is subject to Ofsted inspection under part 8 of the Education and Inspections Act 2006? | **Yes / No** |
| If yes, what was the date and grade of your last inspection? | **Date:**  **Grade:** |
| Do you have a higher than average risk rating from a Credit Rating Agency for Finance?  (EDC will carry out its own financial check and will not accept other third party checks) | **Yes / No** |
| Have you or a connected person been convicted of an offence referred to in schedule 6 of The Procurement Act 2023 – Mandatory Exclusions? | **Yes / No** |
| Have you or a connected person been excluded from any previous procurement or placed on the central debarment list? | **Yes / No** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality (Max word Count 300 per question)** | | **Weighting**  **85%** | **Score Available** | |
| Q1 | **Outline your experience of working with Further Education providers as a sub-contractor? Please cover:**   * **Qualifications delivered** * **Where they were delivered** * **Intent of the provision** | |  | |
|  | Response: | | 10 | |
| Q2 | **What are your achievement rates for the last three years, broken down into retention, pass and achievement and compare against NARTs.** | |  | |
|  | Response: | | 10 | |
| Q3 | **How many adults progress to positive destinations? Please state numbers and percentages for progression into:-**  **Employment, Apprenticeships, Education at same level. Education next level, HE, Remained in current employment, Gained promotion, No Change, Inactive or unemployed.** | |  | |
|  | Response: | | 10 | |
| Q4 | **What are your intended progression destinations?**  **e.g. Into Work, At work, Higher Level Study** | |  | |
|  | Response: | | 10 | |
| Q5 | **After reviewing the tender specifics, what qualifications are you looking to deliver? How do they align with the strategic priorities of the college and the NE Combined Authority priorities?** | |  | |
|  | Response: | | 10 | |
| Q6 | **Do you have previous experience of delivering this type of service, please give names and contract values? Please also state the total aggregated value of contract held in the 2024/25 academic year.** | |  | |
|  | Response: | | 10 | |
| Q7 | **Where is your permanent address in the NECA area? What do you deliver from there, how long have you been based there and what percentage of people do you employ from the local area?** | |  | |
|  | Response: | | 10 | |
| Q8 | **Please state whether you hold Matrix Accreditation and Cyber Essentials? If not, please state where you are in terms of achieving this accreditation.** | |  | |
|  | Response: | | 10 | |
| Q9 | **Please tick to confirm that the following policies are in place and can be supplied should a contract be awarded to your organisation:** | | **10** | |
|  | Response:   * Equity, Diversity & Inclusion * Safeguarding & Prevent * Sustainability/ Environmental * Health & Safety Policy and Procedures, * Data Protection Policy (UK GDPR) * IT/Cybersecurity Policy * Modern Slavery Policy * Anti Fraud, Bribery and corruption Policy * Assessment Policy (including use of AI) | |  | |
| Max **Score** for this Section | | | **90** | |
| **Added/Social Value (Max word Count 500 per question)** | | **15%** |  | |
| Q10 | **How will you work with East Durham College, the local community and other local stakeholders to ensure that your provision is inclusive?** | |  | |
|  | Response: | | 10 | |
| Q11 | **Any other added value information that meets the tender criteria and how it will enhance – Economic wellbeing of the local area, additional services provided to benefit students to progress into employment and extra opportunities available to learners.** | |  | |
|  | Response: | | 10 | |
| Q12 | **What are your sustainability credentials and how do you promote them?** | |  | |
|  | Response: | | 10 | |
| Max **Score** for this Section | | | **30** | |
| **Overall Maximum Score** | | | **120** | |
|  |  |  |  |  | |

**Schedule 9 – Additional Compliance Questions**

**Compliance**

Has your organisation been convicted at any time of any of the following offences?

|  |  |
| --- | --- |
| Participation in a criminal organisation | Yes ¨ No ¨ |
| Corruption | Yes ¨ No ¨ |
| Bribery | Yes ¨ No ¨ |
| Fraud | Yes ¨ No ¨ |
| Terrorist offences, offences linked to terrorism or encouraging or assisting any such offences | Yes ¨ No ¨ |
| Money laundering or terrorist financing | Yes ¨ No ¨ |
| Child labour, slavery, servitude, forced or compulsory labour, sexual exploitation or any other form of trafficking in human beings | Yes ¨ No ¨ |
| Assisting another to retain the benefit of criminal conduct; acquisition, possession or use of proceeds of criminal conduct; or concealing or transferring proceeds of criminal conduct | Yes ¨ No ¨ |
| An offence in connection with the proceeds of drug trafficking | Yes ¨ No ¨ |

|  |
| --- |
| **If you have answered ‘yes’ to any point above, please give details below, including any action taken to rectify the situation.** |
|  |

With regard to each of you, the organisation, the organisation’s directors/trustees or any other person who has powers of representation, decision or control in your organisation, please answer the following questions:

|  |  |
| --- | --- |
| Are you, or have you been found to be, in breach of your obligations relating to the payment or taxes or social security obligations? | Yes ¨ No ¨ |
| Are you, or have you been found to be, in breach of any obligations in the fields of environmental, social and labour laws? | Yes ¨ No ¨ |
| * Are you bankrupt or the subject of insolvency or winding-up proceedings? | Yes ¨ No ¨ |
| * Has a resolution been proposed or passed, or has a court made an order, to wind up the organisation? | Yes ¨ No ¨ |
| * Are your assets being administered by a liquidator or the court? | Yes ¨ No ¨ |
| * Are you in a composition or arrangement with creditors? | Yes ¨ No ¨ |
| * Have your business activities been suspended? | Yes ¨ No ¨ |
| * Has any analogous situation arisen from a similar procedure under the laws and regulations or any jurisdiction outside England and Wales? | Yes ¨ No ¨ |
| Have you committed an act of grave misconduct in the course of your business or profession? | Yes ¨ No ¨ |
| Have you entered into any agreement or arrangement with other individuals or organisations aimed at distorting competition? | Yes ¨ No ¨ |
| Do you have a conflict of interests (within the meaning of sections 81-83 of the Procurement Act 2023)? | Yes ¨ No ¨ |
| Have you shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with any contracting entity, or a prior concession contract, which led to (a) early termination of that prior contract, (b) damages or (c) other comparable sanctions? | Yes ¨ No ¨ |
| * Are you guilty of serious misrepresentation in supplying any information referred to in this questionnaire, or have you withheld any such information? | Yes ¨ No ¨ |
| * Have you attempted to unduly influence the decision-making process or obtain confidential information that may confer an undue advantage in the decision-making process? | Yes ¨ No ¨ |
| * Have you negligently provided misleading information that may have a material influence on the decision-making process? | Yes ¨ No ¨ |
| If the answer to any of the above question is ‘Yes’, please give further details below and details of what was done to rectify the situation: | |

**With regard to the organisation please answer the following questions:**

|  |  |
| --- | --- |
| Has your organisation met the terms of all its banking facilities and loan agreements (if any) during the past year?  If answering “No”, please give further detail and what was done to rectify the situation: | Yes ¨ No ¨ |
| Has your organisation met all its obligations to pay its creditors and staff during the past year?  If answering “No”, please give further detail and what was done to rectify the situation: | Yes ¨ No ¨ |
| Has your organisation been given an above-average risk warning from any credit agency?  If answering “Yes”, please give further detail and what was done to rectify the situation: | Yes ¨ No ¨ |
| Are the organisation’s statutory accounts overdue at Companies House, the Charity Commission and/or the Financial Conduct Authority (as applicable)? | Yes ¨ No ¨ |
| What is the name and branch of your bankers (who could provide a reference)?  Name:  Branch:  Address:  Contact details: | |

**With regard to the organisation’s education and training activities, please answer the following questions:**

|  |  |
| --- | --- |
| Is the organisation on the UK Register of Learning Providers (UKRLP)? | Yes / No |
| Is the organisation on the Apprenticeship Provider and Assessment Register? | Yes / No |
| Please provide UKPRN: |  |
| Is the organisation permitted to recruit 16- to 18-year-old students? | Yes ¨ No ¨ |
| Is the organisation permitted to recruit 19- to 25-year-old high needs students (HNS)? | Yes ¨ No ¨ |
| Is the organisation subject to any other legal or regulatory prohibitions or restrictions, including any imposed by the Education & Skills Funding Agency, applicable to the provision of education and training? | Yes ¨ No ¨ |