



Carmel College
Prescot Road
St. Helens
WA10 3AG

INVITATION TO TENDER

FOR THE PROVISION OF

**STUDENT TRANSPORT
Widnes Area**

For the academic year 2017-18

TENDER REFERENCE

Transport/CCWIDNES/02/2017

Carmel College
Prescot Road
St. Helens
WA10 3AG

Tel: 01744 452200
e-mail: michelle@carmel.ac.uk
lenore@carmel.ac.uk

Invitation to Tender for the Provision of Student Transport (Widnes Area)

Transport/CCWIDNES/02/2017

Carmel College would like to invite you to tender for individual lots described in this contract.

The following documents are enclosed:

Part 1: To be retained the tenderer

Schedule A Instructions to Tenderers
Schedule B Conditions of Tender Submission
Schedule C Terms and Conditions for Transport Services
Schedule D Specification of Services
Schedule J Postcode analysis (based on 16-17 demand)

Part 2: To be returned to the College

Schedule E Letter of Acknowledgement
Schedule F Form of Tender
Schedule G Price Schedule and Method Statement
Schedule H Subcontractors
Schedule Q Qualification of Offer

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Your tender must be received by **noon on Friday 21st April 2017.**

It is our aim to complete our tender evaluation in such time that we can notify tenderers of our intended award decision by **Friday 12th May 2017.** There will then be a standstill period (of at least 10 days) prior to a final award being made. The details relating to the application of the standstill period will be provided in the intention to award communications.

We look forward to receiving your completed Tender.

Yours sincerely,

M L Williams
Vice Principal - Strategy & Resources

Schedule E

Letter Of Acknowledgement

Carmel College
Prescot Road
St. Helens
WA10 3AG

Tel: 01744 452200
e-mail: michelle@carmel.ac.uk
lenore@carmel.ac.uk

Dear Mrs Williams

Invitation to Tender for the provision of Student Transport (Widnes Area) (Reference Transport/CCWIDNES/02/2017)

We acknowledge receipt of your Invitation to Tender package and:

1. Confirm our intention to submit a tender by **NOON** on the due date of **21st April 2017**.
2. Regret that we are unable to submit a Tender on this occasion and return the documents herewith.*

[* Delete as appropriate.]

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No;

Email address:

Fax No:



PART 1

TO BE RETAINED BY TENDERER

**INVITATION TO TENDER
FOR THE PROVISION OF
STUDENT TRANSPORT
Widnes Area**

Transport/CCWIDNES/02/2017

Schedule A

Instructions to Tenderers

1. Introduction

1.1 Carmel College (referred to as the College) wish to appoint a Contractor(s) to provide Student Transport to the College as set out in this Invitation to Tender pack.

1.2 The duration of the contract will be one year from commencement of the agreement with the option to extend for a further 4 years in 1 year increments.

1.3 The requirement is set out in the Service Specification, Part 1, Schedule D of this invitation to tender.

2. Completion of Tender

2.1 Your tender return should be returned to the College as requested and comprises the following documents:

Part 2: To be returned to the College

For returned immediately:

- Schedule E Letter of Acknowledgement

For return by Tender Closing Date – NOON Friday 21st April 2017

- Schedule F Form of Tender
- Schedule G Price Schedule and Method Statement

Complete Schedule G, the Price Schedule and Method Statement by inserting all of the detail requested. Your answers should relate only to the services and method of recompense set out in the Service Specification.

Where additional information is requested or you have additional information to support your tender submission it should be attached in the specified format. The prices you quote should be exclusive of VAT, and any VAT elements should be clearly stated as a separate charge at the current rate.

This Schedule forms part of the offer made in the Form of Tender.

- Schedule H Subcontractors

Please provide a list of all sub-contractors you intend to use together with any goods and / or services that will be supplied by the sub-contractors, including contact names, telephone / fax numbers, and the relevant company names and addresses.

Note: Acceptance of the Tender will not imply consent to these proposals.

- Schedule Q Qualification of Offer

Include here details of any areas where you will not be able to comply with the contract as set out in this Invitation to Tender. Qualifications should only be made if you cannot comply with the requirements of the contract at any price.

If your tender is qualified we reserve the right to reject it in total. You are not required to submit any other documents.

Schedule B

Conditions of Tender Submission

1. General

1.1 Contents of the Invitation to Tender

The Tender is to be made strictly in accordance with the requirements of this Invitation to Tender which, together with any addenda that are issued, are together referred to as the Invitation to Tender.

1.2 Return if not Tendering

If, after completing Schedule E, acknowledging receipt of this package, the Tenderer decides not to submit a Tender, the Invitation to Tender package must be returned immediately.

1.3 Enquiries concerning the Tender

Any query in connection with the Tender or the Invitation to Tender shall be submitted by email initially and confirmed in writing to:

michelle@carmel.ac.uk and lenore@carmel.ac.uk

Michelle Williams
Vice Principal - Strategy & Resources
Carmel College
Prescot Road
St. Helens
WA10 3AG

Lenore Burgess
Finance Manager
Carmel College
Prescot Road
St Helens
WA10 3AG

The response by the College as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the College redirects the enquiry.

1.4 Independent Tender

By submission of a Tender, the Tenderer warrants that:

- (a) The Tender is a bona fide competitive Tender and prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- (b) The Invitation to Tender shall be treated as private and confidential and the Tenderer shall not disclose that they have been invited to Tender, or release details of the Tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or to those professional advisers whom the Tenderer needs to consult for the purpose of preparing the Tender.
- (c) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.
- (d) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

1.5 Modification by the College

Any advice of a modification to the Invitation to Tender shall be issued at least seven days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the College shall revise the Tender Date in order to comply with this requirement. Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

2. Preparation of Tender

2.1 Cost of Tender

The College will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or in the evaluation of the Tender.

2.2 Language of Tender

The Tender and all accompanying documents are to be in English.

2.3 Validity Period of Tender

All details of the Tender, including prices and rates, constitute a legal Offer by the Tenderer and shall remain valid for Acceptance or Rejection by the College for 90 days after the tender return date.

The College reserves the right to claim any reasonable costs, including the time and costs of the tender evaluation panel and any related administration time, from the Tenderer if the Tender is withdrawn before the expiry of the 90 day period.

2.4 Currency of Tender

Tender prices shall be in Sterling (GB pounds)

3. Delivery of Tender

3.1 Number of Copies

Full details of the documents to be returned are given in this Invitation to Tender. These documents shall together comprise the "Tender". Please return the original (clearly marked **ORIGINAL**) plus one copy (clearly marked **FIRST COPY**)

3.2 Delivery Date

The Tender must be packed for despatch in the manner described in paragraph 3.3 and **delivered no later than noon on Friday 21st April 2017** this date being the Tender Return Date.

3.3 Delivery

The Tender must be parcelled and securely sealed.

A postal franking machine, which produces a company name or logo, or any other means of identifying the sender, must **not** be used.

The Tender must be correctly addressed in a plain envelope and addressed as follows:

Michelle Williams
Vice Principal - Strategy & Resources
Carmel College
Prescot Road
WA10 3AG

The words "**TENDER FOR STUDENT TRANSPORT(WIDNES AREA) – Transport/CCWIDNES/02/2017**" should be added above the name and address.

Failure to follow these instructions may render the Tender invalid.

4. Treatment of Tender

4.1 The College's discretion

The College does not undertake to accept the lowest Tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the College and the Tenderer.

The College reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion.

The College will accept the most economically advantageous Tender based on the following criteria:

- Pricing Proposal 50%
- Proposed Service Levels 25%
- Added Value Proposals 15%
- Contract Management 10%.

4.2 Tender not Returned

No part of the Tender submitted will be returned to the Tenderer.

4.3 Results of Tendering

An evaluation panel will consider all Tenders correctly submitted and will select one or more with a view to reaching a contractual agreement subject to clarification of any outstanding matters.

Upon completion of the tender evaluation, all tenderers will be advised of the College's name of the proposed contractor and the notification (standstill letter) issued. At the end of this standstill period, a final decision will be made on whether to confirm the contract award or not and, all tenderers shall notified of the final award decision.

5. Anticipated Procurement Timetable

Action	Proposed Date
Contract Specification and Tender Documents issued	10 ^h February 2017
Site Visits if requested by potential service providers (last week for submission of clarification of questions)	Week commencing 20 th March 2017
Deadline for return of Tender Documents	21 st April 2017
Tender opening and evaluation process	Between 25 th April – 2 nd May 2017
Notification of Intention to award Contract	12 th May 2017
Anticipated end of standstill period and final award notification	26 th May 2017
Target for start of contract	1 st September 2017

Schedule C

Terms and Conditions for Transport Services

This document specifies the Terms and Conditions of Contract. No other Terms and Conditions in any correspondence between the Parties shall apply to this Contract unless expressly agreed by the Parties and confirmed in writing.

1. Interpretation and Definitions

1.1 In these Conditions:

“College” shall mean **[Carmel College]**.

“Contract” shall mean the agreement made between The College and The Contractor, including all specifications and documents, and the Contract shall comprise of these conditions.

“Contractor” shall mean the Contracting party who undertakes to provide the Services to the College as detailed in the Service Specification and as provided for in the Contract, meaning a person or persons, firm, Company or other legal entity whose quotation has been accepted by The College.

"Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by the College under the Contract for the full and proper performance by the Contractor of his part of the Contract.

“Driving Licence shall mean a licence with full entitlement for the holder to drive a Passenger Carrying Vehicle (PCV)”

“Passenger” shall mean any person carried in a vehicle supplied by the Contractor, or any sub contractor, in the provision of the Service.

“Passenger Carrying Vehicle (PCV) shall mean any vehicle used for carrying more than 8 passengers (*Road Traffic Act 1988*)”

"Premises" means the location or locations where the Services are to be performed as specified in the Purchase Order.

"Purchase Order" means the College's Purchase Order or other official document specifying the College's requirements for the Contract to which these Conditions are annexed.

“Schedule of Passengers” shall mean any itinerary issued to the Contractor detailing names and special needs / medical conditions of passengers, pick-up / drop off locations and required times of routes / journeys to and from College premises, and emergency contact details of parents or guardians.

“Scheduled Regular Service” shall mean any Lot or route required to be undertaken at least on a weekly basis and detailed as such as part of this Tender, including any routes added after the commencement of the Contract.

"Services" means all work which the Contractor is required to supply under the Contract and shall, where the context so admits, include any materials, articles and goods to be supplied there under.

1.2 Unless the context otherwise requires, reference in these Conditions to any enactment, order, Regulation or other similar instrument shall be construed as a reference to the enactment, order, Regulation or instrument as amended or re-enacted by any subsequent enactment, order, Regulation or instrument.

1.3 The headings to these Conditions shall not affect their interpretation.

2. Validity

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

3. Variation of Conditions

The Services shall be supplied in accordance with these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by the College.

4. Notice

- a) Any notice required to be given in writing under the Contract shall be sent by telex, email, facsimile, first class or Registered post, or delivered by hand to an agreed address of the party for which it is intended.
- b) Notices sent by email or facsimile shall be deemed to have been given and received upon successful transmission to an agreed electronic / telephone line or email address.
- c) A correctly addressed envelope, posted 1st class, shall be sufficient proof of the serving of a notice by post, and shall be assumed to have been received within forty-eight hours of posting.
- d) Any notice delivered by hand shall be deemed to have been delivered and received.

5. Contractor's Status

In carrying out the Services the Contractor shall be acting as principal and not as the agent of the College. Accordingly:

- a) the Contractor shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the College, and
- b) nothing in the Contract shall impose any liability on the College in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the College to the Contractor that may arise by virtue of either a breach of the Contract, or any negligence on the part of the College, its staff or agents.

6. Contractor's Personnel

- 6.1 The Contractor shall employ sufficient persons of good character, with the appropriate qualifications, levels of competence, skills and experience to ensure that the Service is provided at all times in accordance with the Contract.
- 6.2 All Contractor personnel and any sub contractors used in the provision of this Service shall be deemed to be employed directly by the Contractor at all times throughout the duration of this Contract.

- 6.3 Owing to the nature of this Contract there is substantial contact with children and vulnerable groups. Individuals employed as drivers or escorts for this Service are required under the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (as amended), to reveal any criminal convictions, bindovers or cautions, including those which would normally be regarded as spent. In addition, under the Disclosure of Criminal Background of those with Access to Children (Children Act 1989), these individuals will also be subject to an enhanced Criminal Records Bureau Disclosure. The Contractor shall be responsible for meeting these statutory obligations at no cost to the College.
- 6.4 The Contractor shall be responsible for ensuring that all drivers used for the provision of this Service hold, at all times, a valid driving licence which gives them full entitlement to drive the Contractor's vehicle(s).
- 6.4 If and when instructed by the College, the Contractor shall give to the College a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the College may reasonably require.
- 6.5 The Contractor shall take the steps reasonably required by the College to prevent unauthorised persons being admitted to the Premises. If the College gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises, or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice including the surrender of all identity cards, badges or passes issued to that person.
- 6.6 The decision of the College as to whether any person is to be admitted to, or is to be removed from the Premises, or is not to become involved in, or is to be removed from involvement in the performance of the Contract, and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 6.7 If required by the College the Contractor shall replace any person removed under this Condition with another suitably qualified person.
- 6.8 The Contractor shall bear the cost of any notice, instruction or decision of the College under this Condition.

7. Manner of Carrying out the Services

- 7.1 The Contractor shall make no delivery of materials, vehicles, plant or other things nor commence any work on the Premises without obtaining the College's prior consent.
- 7.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the College may reasonably require.
- 7.3 The College shall have the power at any time during the progress of the Services to order in writing:
- a) the removal from the Premises of any materials or vehicles which in the opinion of the College pose a health and safety risk or are not in accordance with the Contract, and/or
 - b) the substitution of proper and suitable materials or vehicles, and/or

- c) the re-execution of any Service which, is not in the opinion of the College in accordance with the Contract.

7.4 On completion of the Services the Contractor shall remove all vehicles, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

8. Time of Performance

The Contractor shall begin performing the Services on the date stated in the Order and shall complete them by the date stated in the Order or continue to perform them for the period stated in the Order (whichever is applicable). Time is of the essence of the Contract.

9. Forms

An advice note shall accompany each complete performance of the Services or of any separable part thereof. A bill shall be rendered on the Contractor's own invoice form to the College. All advice notes, other relevant correspondence and invoices, shall be clearly marked with the College's Order number, the consignee and the description and dates of the Services concerned.

10. Free-Issue Materials

Where the College for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of the College. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify the College of any surplus materials remaining after completion of the Services and shall dispose of them as the College may direct. Waste of such materials arising from bad management or negligence of the Contractor or any of his servants' agents or sub-contractors shall be made good at the Contractor's expense.

11. Audit

The Contractor shall keep and maintain all documentation until two years after the Contract has been completed and shall make such records available to the college if requested.

12. Patents, Logos and Trademarks

12.1 It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by the College, the Contractor will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party, and the Contractor shall indemnify the College against all actions, claims, demands, costs and expenses which the College may suffer or incur as a result of or in connection with any breach of this Condition.

12.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials furnished to or made available to the Contractor by the College are hereby assigned to and shall vest in the College absolutely.

12.3 The provisions of this Condition 12 shall apply during the continuance of the Contract and after its termination howsoever arising.

13. Publicity and Confidentiality

- 13.1 The Contractor shall at all times endeavour to act in the best interests of the College under a duty of trust and confidence.
- 13.2 The Contractor and the College shall not, without prior written permission, use any confidential information for any purpose other than is necessary for the performance of its obligations under the Contract, nor make use of any information contained in any material prepared or provided by the College or the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.
- 13.3 The Contractor shall not refer to the College or the Contract nor use the College logo or other identifier in any advertisement or other public announcement without the College's prior written consent. This does not preclude the Contractor from issuing publicity approved in advance by the College.
- 13.4 The Contract is subject to the Freedom of Information Act 2000.

14. Warranties and Default

- 14.1 The Contractor warrants the College that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the College to expect in all the circumstances.
- 14.2 The Contractor agrees that the said vehicle shall not, while it is being used in connection with the Contract, carry or pick-up, whether for hire or reward, any person or goods other than those carried in fulfilment of the Contractor's obligations under the Contract, unless otherwise agreed in writing by the College.
- 14.3 If the Contractor fails to comply with any terms of the Contract, either in relation to provision of the Services or otherwise, the College shall be entitled (whether or not the Services or any part thereof have been accepted by the College) to avail itself of any of the following remedies at the College's discretion:
- a) rescind the Contract; or
 - b) give the Contractor the opportunity to carry out remedial work in respect of the Services at the Contractor's expense so that they comply with the terms of the Contract; or
 - c) refuse to accept any further performance of the Services without any liability to the Contractor; or
 - d) carry out at the Contractor's expense such work as may be necessary to make the Services comply with the Contract; or
 - e) claim such damages, costs and expenses as the College may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law.

These rights shall be in addition to and without prejudice to any other rights the College may have.

15. Assignment and Sub Contracting

- 15.1 Any change in ownership of The Contractor's company or business, or change of partners and in the case of a Company a change in shareholders that constitutes a substantial change in the ownership of the business, whether or not this involves change of name, must be notified by The Contractor to The College in writing fourteen days prior to such change occurring. Failure to do so may be regarded as a breach of Contract.
- 15.2 No part of this contract shall be sub-contracted, transferred or assigned to a third party without the express written agreement of the College.
- 15.3 In the event of an emergency the Contractor may arrange for temporary sub-contracting, providing the drivers and conductors have recently passed an enhanced CRB check, and that all legal requirements are in place. The Contractor **must** notify the College prior to its intention to sub-contract. In such circumstances the College will decide whether to permit the emergency sub-contracting, and the continuance of the temporary emergency arrangements, or the College shall arrange suitable provision itself. Failure by the Contractor to comply with this condition will allow the College to terminate the contract immediately and without warning.

16. Substitution

- 16.1 If the Contractor fails to observe or perform any of the terms or conditions of the Contract to the satisfaction of the College or the Contract is terminated or suspended, the College may employ another person or persons to perform any part or the Contractor's entire obligation under the Contract and the Contractor will not be paid the sums due during these periods.
- 16.2 If the College is required to pay to that person or those persons a sum of money greater than that due to the Contractor the excess may be recovered by the College from the Contractor as a debt.

17. Health and Safety

- 17.1 The Contractor shall ensure that all personnel have received sufficient training in all areas of Health and Safety relating to the delivery of this Contract, and that they carry out their duties in compliance with all such Regulations.
- 17.2 All Contractor personnel shall undertake tasks in a way which complies with the Contractor's Health and Safety policy, safe systems of work, risk assessments and any other legislative requirements.
- 17.3 The Contractor shall make all Health and Safety documents available to the College upon request
- 17.4 All Service personnel shall observe the correct procedures for the lifting, handling and movement of passengers, equipment and luggage, in accordance with the Manual Handling Operations Regulations 1992.
- 17.5 The Contractor shall have procedures in place for the reporting and investigation of injuries and accidents, which shall satisfy the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
- 17.6 All injuries and accidents must be reported immediately to the College.

18. Waiver

Any failure or delay by the College to insist at any time upon the performance of any of the terms, provisions or undertakings of the Contractor contained in the Contract, or failure to exercise any rights under the Contract, shall not constitute or be construed as a waiver thereof or a relinquishment of the College's rights to require the future performance of any such term, provision or undertaking, but the obligation of the Contractor with regard to the same shall continue in full force and effect.

19. Purchase Order

- 19.1 A Purchase Order raised electronically or in writing by the College constitutes an Offer on the part of the College to acquire the Services subject to these Conditions which must be accepted either in writing by the Contractor or by the actual execution of the Purchase Order.
- 19.2 Acceptance of the Purchase Order will be deemed to bind the Contractor to these Conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith. The Contractor's Conditions of Sale do not form any part of the Contract whatsoever.
- 19.3 The Contractor is deemed to have understood the nature and extent of the Services and to have visited the Premises and shall make no claim founded on his failure to do so. The College shall not be liable for any Order unless it is issued or confirmed on its Purchase Order or other official document and signed by an authorised officer of the College.

20. Contract Price

- 20.1 The Contract Price shall be quoted in Sterling (GB Pounds) 'net', that is, after deduction of all agreed discounts. Value Added Tax, where applicable, should be shown as a separate charge.
- 20.2 If the College suspects that the Tenderer has made an error in the pricing of his Tender, the College reserves the right to seek such clarification as it considers necessary from that Tenderer only.
- 20.3 All route pricing must relate only to the distance travelled between the initial collection point and the final destination, including the same for any return journeys. Transportation of Contractor personnel and the vehicles to or from collection and destination points will be at the expense of the Contractor.
- 20.4 Contractor tendered prices shall be fixed for a minimum period of 12 calendar months from the commencement of the Services.
- 20.5 Thereafter and subject to contract extension, the Contractor may apply for a price amendment on an annual basis and shall give not less than three calendar months notice in writing of the proposed increased price to the College.
- 20.6 Contractor(s) applying for a price amendment shall clearly identify the proposed price in pounds Sterling, rather than expressed as a percentage or any other measure of movement.
- 20.7 The Contractor(s) application for a price amendment must be accompanied by factual supporting information, but is not limited to copies of third party invoices, which detail all cost increases incurred since the commencement of the Contract or the implementation of the last price amendment (whichever is the most recent). The College cannot consider any price application without such supportive information.

- 20.8 The maximum price amendment in any one year shall be 3%, or the Retail Price Index percentage movement over the immediately preceding 12 months, whichever is the lesser.
- 20.9 Any agreed variation in pricing shall be confirmed in writing at least 28 calendar days in advance of implementation.
- 20.10 After any Contract extension or acceptance of a price amendment, no further price amendments may be made whatsoever (whether on account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) within the next twelve calendar months.

21. Service Provision, Variation and Cancellation

- 21.1 The College shall give not less than one month's notice to the Contractor of all main and mid-term holidays, occasional holidays and closures, and the Contractor shall not be entitled to any payment in respect of such periods.
- 21.2 The College may at any time, by notice to the Contractor, cancel the Services to be provided under the Contract for any day specified in such notice.
- 21.3 The College shall pay to the Contractor the agreed sum for any previously agreed day on which the transport is no longer required and for which less than 24 hours notice of cancellation was given, with the exception of any emergency closure of the College, when the payment due shall be agreed by the parties.
- 21.4 In the event of a period of notice of 24 hours or longer being given by the College to the Contractor to cancel a Service, no payment shall be made for the period of the cancellation.
- 21.5 The detail relating to number of passengers, places, routes and times may be varied at the request of the College, and the Contractor shall not unreasonably object to any modifications requested by the College.
- 21.6 Should the operational needs of the College change, the College reserves the right to revise and renegotiate specific lots / journeys / routes or any other part of the contract under this Tender.
- 21.7 The revision of any lots / journeys / routes as requested by the College shall be at no additional cost to the College, unless the total distance of a particular route is increased by more than 5% of that particular journey/route mileage, in which case the Contractor shall submit to the College a revised rate for that particular lot / journey / route.
- 21.8 In these circumstances, if any revised lot / journey / route rates are viewed to be uncompetitive the College reserves the right to cancel the Contract and seek Tenders for those lots / journeys / routes.

22. Invoicing and Payment

- 22.1 Invoices should be submitted after the end of the month for which Services have just been provided.
- 22.2 To prevent delays in payment invoices should quote the Purchase Order number along with any relevant booking reference numbers, and should be submitted with signed journey receipts attached (where applicable). Value Added Tax (where applicable), shall be shown separately on all invoices as a strictly net extra charge.
- 22.3 The College will pay the Contractor in accordance with the agreed Contract

rates or as modified from time to time as provided for in the Contract.

- 22.4 Due payment amounts shall be adjusted for variations in Service performance and in conjunction with any agreed Service Credit Scheme the College has in place, as detailed within the section on 'Performance of Services' in the Service Specification. The Contractor shall raise Credit Notes to validate these adjustments, or clearly indicate such adjustments on its Invoices.
- 22.5 Whenever under the Contract any sum of money shall be recoverable from, or payable by, the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract with the College.
- 22.6 Payment for the Services rendered, unless stated otherwise in the Contract, shall be made 30 days after receipt of a correctly submitted invoice.
- 22.7 The College will seek to encourage genuine early settlement discounts offered by the Contractor.
- 22.8 These Payment Terms shall not be varied without the express written authority of a Director or Senior Officer of the College.

23. Indemnity

Except insofar as such loss, damage or injury shall have been caused by negligence on the part of the College, its servants or its agents:

- 23.1 The Contractor shall at its sole cost and expense indemnify, protect, defend and hold The College harmless from and against any and all claims, demands, losses, costs, expenses, obligations, disbursements, liabilities and damages of any kind or nature whatsoever which may be imposed upon, incurred by or asserted or awarded against The College, which arises from or are as a result of the Contractor's actions and/or omissions in relation to this Contract or any breach of this Contract by the Contractor.
- 23.2 In the event The College incurs any expense in carrying out any work that The Contractor is obliged to carry out under The Contract due to any cause whatsoever, The Contractor shall fully indemnify The College against such expenses incurred, including any costs arising from the need to arrange replacement services.
- 23.3 The Contractor shall be responsible for and shall indemnify The College against all liability for damage or personal injury or death arising out of or in connection with the performance of this Contract.
- 23.4 Without prejudice to the generality of the foregoing The Contractor shall indemnify The College against any loss, claims, or proceedings arising out of The Contractor's ownership and/or operation of the vehicle(s).
- 23.5 The Contractor shall bear the responsibility and any additional cost incurred as a result of future changes to vehicle legislation, for example regarding exhaust emissions.

24. Insurance

- 24.1 Without prejudice to his liability to indemnify the College the Contractor shall affect and maintain at all times during the period of this Contract, at his own expense, and from a reputable organisation:

Public Liability Insurance in a sum not less than £5 million for each and every occurrence

Employer's Liability Insurance in a sum not less than £5 million for each and every occurrence.

- 24.2 Any such insurance shall name the College as a Co-insured Party on all relevant policies, and must be endorsed by the Underwriters / Insurers to prevent any exercise or rights of subrogation against the College, its other Contractors, and/or its employees.
- 24.3 If the Contractor wishes to self-insure against such risks, details of these arrangements must have first been approved by the College in writing prior to the execution of the Contract.
- 24.4 The Contractor shall provide sight of original documentation (including cover notes, policies, and premium receipts) and shall provide copies of this documentation to the College. The Contractor shall notify the College in the event of any change therein, including policy expiry and renewal. The details of such insurance shall be supplied to the College as and when required.
- 24.5 If the Contractor defaults in insuring, the College may itself effect insurance and charge the cost together with an administrative charge of 5% to the Contractor.

25. Conflicts of Interest

The Contractor shall take all appropriate steps to ensure that neither it nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor, or such persons, and the duties owed to the College under the provisions of the Contract. The Contractor shall disclose to the College full particulars of any such conflict of interest which may arise.

26. Fraud

The Contractor shall safeguard the College's funding of the Contract against fraud generally and, in particular, fraud on the part of the staff, or the Contractor's directors. The Contractor shall notify the College immediately if it has reason to suspect that any fraud has occurred, or is occurring, or is likely to occur.

27. Competition Law

The Contractor warrants that it has engaged in no price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, EU or other competition laws relevant to the Contract or arrangements between the parties.

28. Discrimination

- 28.1 The Contractor, and any sub-contractors shall comply with its responsibilities under the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000 and the Race Relations Act 1976 (Amendment) Regulations 2003) to eliminate unlawful racial discrimination, promote equal opportunities and promote good relations between people of different racial groups.

- 28.2 The Contractor shall comply with the College's policies and procedures to prevent unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief
- 28.3 The Contractor warrants that its own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination.
- 28.4 The Contractor shall provide such information as required by the College in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by the College or a body empowered to carry out such investigations under the relevant legislation.

29. Rights of Third Parties

Nothing in this Contract is intended to confer a benefit of any kind on any third party in relation to it, and in particular a person who is not a Party to the Contract may not enforce any of the terms nor object to any variation, and neither shall any person who is not a Party have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to this Contract.

30. Freedom of Information

- 30.1 The Contractor acknowledges that the College is subject to legal duties which may require the release of information under the Freedom Of Information Act 2000 and/or Environmental Information Regulations and that the College may be under an obligation to provide Information on request. Such Information may include matters relating to, arising out of, or under, this Contract.
- 30.2 In the event that the College receives a Request for Information, the College will advise the Contractor of the request.
- 30.3 In the event that the College receives a Request for Information and requires the Contractor's assistance in obtaining such Information, the Contractor will respond to any related request for assistance from the College, at its own cost and within five (5) days of receiving the request for assistance.
- 30.4 The College shall be entitled to disclose all Information to the extent that it is obliged to do so, within the required 20 days, in order to respond to that request in accordance with FOIA and/or EIR.

31. Dispute Resolution and Arbitration

- a) In the event of any dispute arising from or in connection with the Contract which cannot be settled by negotiations between the Contractor and the College within 14 days, either party may serve written notice on the other to request the matter is referred to arbitration, in which case each party shall jointly appoint a sole arbitrator within 28 days in accordance with the terms of the Arbitration Acts 1996.
- b) The seat of arbitration shall be England and the arbitrator's decision shall be final and binding on both parties. Costs shall be in the award of the arbitrator.

32. Termination

Without prejudice to any other rights or remedies it may have, The College shall have the right at any time to terminate The Contract forthwith, in whole or in part, and to claim for all resulting losses and expenses (including, without limitation, the cost of replacing the Services in respect of which The Contract has been terminated with services of a similar description) if:

32.1 Breach of Contract

The Contractor commits a breach of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the breach within 7 calendar days (or such longer period as the College may as its option agree in writing) of written notice from the College to do so.

32.2 Statutory Health and Safety Regulations

There is any infringement by the Contractor of any Statutory Health and Safety Regulation.

32.3 Insolvency

- a) The Contractor shall become insolvent or cease to trade or compound with its creditors; or
- b) a bankruptcy petition or order is presented or made against The Contractor or, where The Contractor is a partnership, against any such partner, or if a trustee in sequestration is appointed in respect of the assets of The Contractor or (where applicable) any such partner; or
- c) a receiver or an administration receiver is appointed in respect of any of The Contractor's assets; or
- d) a petition for an administration order is presented or such an order is made in relation to The Contractor; or
- e) a resolution or petition or order to wind up The Contractor is passed or presented or made or a liquidator is appointed in respect of The Contractor (otherwise than for reconstruction or amalgamation).

32.4 Corruption

- a) The Contractor has offered, given, agreed to give, received or solicited to or from anyone a bribe, gift, consideration, inducement or reward for doing or not doing anything in relation to The Contract, the delivery of the Service, or
- b) The Contractor has committed any offence under the Prevention of Corruption Acts 1889-1916, or
- c) The Contractor has given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

32.5 Discrimination

The College may terminate the Contract if notice has been given to the Contractor of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Contractor has failed to remedy the breach within the stated period.

32.6 Non Fault Termination

- a) Otherwise than by the seller's insolvency or bankruptcy, the Contract is terminable by either party giving a minimum of three month's notice in writing to the other party.
- b) A fair and reasonable price shall be paid for any part of the Services performed at the time of the cancellation.

- c) The College shall not be liable for any loss to the Contractor including consequential loss.

33. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use his best endeavours to fulfil his Contractual obligations.

34. Law

This Contract shall be subject to English Law and the exclusive jurisdiction of the English Courts.

Schedule D

Specification of Services

1. Transport Tender Specification

This document specifies the requirements for a comprehensive **Student Transport Service (Widnes Area)** between the College and to /from various other locations.

Tenderers may apply for any or all Lots, but must note that the College reserves the right to accept any Lot, or all Lots, of any Tender or Tenders at its sole discretion.

The contract shall be awarded for a one year period from 1st September 2017 to 6th July 2018 (subject to satisfactory performance and the outcome of periodic reviews).

1.1 Summary of Requirements

The main requirement of this Service will be:

- a) To transport students from home to the College, for the start of the College day, and usually with a return journey at the end of the College day and occasionally an additional lunch time collection from College as and when the College closes for a specific reason (approximately 6 times per year).

1.2 Current Provision and Requirements

Some of the students who use this Service may be additional support students, possibly with learning difficulties and/or other disabilities, who would be classed as vulnerable students. They will therefore have special needs and may require extra care and support.

If you are awarded a contract with The College, the Contractor / drivers / conductors, where applicable, may need to:

- Hold an Educational permit;
- Hold Enhanced CRB clearance
- Adhere to the Contractor's Safeguarding Policy and Procedures
- Adhere to the College's Safeguarding Policy and Procedures

Please ensure that you carefully consider these key requirements when preparing your proposal.

2. Definitions

“The College” shall mean [**Carmel College**].

“The Contractor” also referred to as the “Service Operator”, shall mean the party, whom The College enters into The Contract to supply the services as provided for in The Contract, meaning a person or persons, firm, Company or other legal entity whose quotation has been accepted by The College.

“The Contract” shall mean the agreement made between The College and The Contractor and shall comprise of these conditions.

3. Objectives of the College Transport Service

The aim of the College Service will be to provide a high quality transport Service for the students The following are identified as the key objectives which the Contractor (Service Operator) will be expected to address:

- Health and safety of all passengers
- Reliable and flexible Service
- Student satisfaction
- Promoting positive relations with the wider community

4. The Contract

4.1 Contract Duration

A Service for the provision of student transport is required between 1st September 2017 to 6th July 2018 inclusive.

4.2 Contract Review

- a) The continuance of this contract beyond the first year is subject to satisfactory performance by the Contractor and the outcome of an annual College Service review.
- b) The College reserves the right to retender any part or this entire contract.

5. Scope of Services

- a) All Services are required to operate Monday to Friday during:

Term time only

With service starting from 1st September 2017 to 6th July 2018 inclusive.

The Contractor will be provided with a schedule of regular passengers before the Services commence (All passengers will be required to carry a college pass or approval letter).

- b) A breakdown of this year’s terms is provided below.

**COLLEGE
CALENDAR 2017/18**

			TOTAL DAYS	
			STAFF	STUDENTS
Autumn Term 2017	'A' Level Results	Thursday 17 th August	39	35
	GCSE Results and Enrolment Start	Thursday 24 th August		
	Bank Holiday	Monday 28 th August		
	All staff return	Tuesday 29 th August		
	L6 Induction and Start	Monday 4 th September		
	U6 Induction and Start	Wednesday 6 th September		
	Half Term Break begins (evening)	Friday 20 th October		
	Reopen on morning of	Monday 30 th October		
	End of Term	Tuesday 19 th December		
	Staff Training	Wednesday 20 th December	38	37
Spring Term 2018	Term Starts	Thursday 4 th January	27	27
	Half Term Break begins (evening)	Friday 9 th February		
	Reopen on morning of	Monday 19 th February	29	29
	End of Term	Thursday 29 th March		
Summer Term 2018	Term Starts	Monday 16 th April	29	29
	Bank Holiday (May Day)	Monday 7 th May		
	Half Term Break begins (evening)	Friday 25 th May		
	Reopen on morning of	Monday 4 th June	28	25
	End of Term	Friday 6 th July		
	Staff Training	Monday 9 th – Wednesday 11 th July		
Total			190	182

- c) Subsequent yearly calendars will be provided to the Contractor.
- d) The following schedules provide details on each Lot (route). Included is a list of current users of the Widnes transport service. Please note this will change annually. Within the remit of the bid please provide alternate routes with appropriate costing and a start time no earlier than 7.25 am. This may result in splitting or re-routing one or more of the lots/routes if this provides a more appropriate solution.
- e) Each Lot confirms the frequency of Service, the vehicle type required, the anticipated number of students, and the (existing) route which may be subject to change, to include the pickup/arrival points and the relevant times required. Student numbers for 17-18 will be confirmed in July 2018.
- f) The College will consider within the remit of the bid, alternate routes including costs if a tenderer proposes a viable alternative.

Lot No 1: Service 1W

NB: The College would welcome alternative solutions to the existing route. This may result in splitting the route into two journeys or re-routing the service if this provides a more reasonable solution. The College will be happy to consider any proposals put forward. This can include a revision of the Lot division.

Route:

From Vicarage Road Bus Stop via Vicarage Road, Widnes Road, Gerard Street, Green Oaks Way, Bus Lane, Bradley Way, Albert Road, Halton View Road, Warrington Road, Barrow's Green Lane, Weates Close, Barrow's Green Lane, Dykin Road, Moorfield Road, Halton View Road, Albert Road, Peel House Lane, Derby Road, Birchfield Road, Pit Lane, Lunt's Heath Road, then the shortest route to Carmel College.

Return from Carmel College via reverse route

Frequency

- One return Service per day to arrive at the College no later than 08.40 hours, and to depart at 16.15 hours. Plus approx. 6 ad-hoc lunch time return journeys per year when the College closes early.
- Monday to Friday:
Term time only

Passengers

- Note that not all students attend every day
- To potentially carry up to 50+ students & possibly college staff (subject to demand on an annual basis)

Vehicle requirements

- The college's anticipated vehicle requirements are outlined below, however, the tenderer may determine that an alternative vehicle profile may offer a more value for money solution:
- 49+ seat coach (subject to demand on an annual basis)

Existing stops:

- 07.55 am** - Vicarage Road – off Kingsway
- Widnes Market (Greenoaks)
 - Albert Road
- 08.00 am** - All stops in Halton View Road – outward journey
- Weates Close
 - Barneston Road
 - Snowberry Close
- 08.05 am** - Dykin Road
- Belmont Road
 - Bottom of Moorfield Road
 - All stops Halton View Road – return journey
- 08.08 am** - Peel House Lane – outside Territorial Army
- Peel House Lane – Lytham Road
 - Peel House Lane – Lockett Road
- 08.14 am** - Birchfield Road – Widnes Station
- Cemetery
- 08.15 am** - Birchfield Road – Pit Lane
- 08.18 am** - Lunts Heath Road – The Public House roundabout
- 08.40 am** - Arrive at Carmel College

Lot No 2: Service 2W

The College would welcome any proposals put forward to improve, re-route or split the existing route if the tenderer suggests a more reasonable solution. This can include a revision of the Lot division.

Route:

From Prescot Road/Liverpool Road, via Prescot Road, Hough Green Road, Liverpool Road, Ditchfield Road, Coronation Drive, Hale Road, Liverpool Road, Leigh Avenue, Birchfield Road, Derby Road, Peel House Lane, Derby Road, Lunts Heath Road, Wilmere Lane, then the shortest route to Carmel College.

Return from Carmel College via reverse route

Frequency

- One return Service per day to arrive at the College no later than 08.40 hours, and to depart at 16.45 hours. Plus approx. 6 ad-hoc lunch time return journeys per year when the College closes early.
- Monday to Friday:
Term time only

Passengers

- Note that not all students attend every day
- To carry up to 50+ students & possibly college staff (subject to demand on an annual basis)

Vehicle requirement

- The college's anticipated vehicle requirements are outlined below, however, the tenderer may determine that an alternative vehicle profile may offer a more value for money solution:
 - 49+ seat coach (subject to demand on an annual basis)

Existing stops:

07.50 am - Prescott Road – no stop – but opposite Wellington Inn

07.53 am - Four topped oak

- Haddon Drive
- Sporting Ford

07.55 am - St Basils

- Hall Avenue
- Ash Lane

08.00 am - Ditchfield Place

- Queens Avenue

08.02 am - Borrowdale Road

- Alexander Drive
- Crossway

08.05 am - Chestnut Lodge

- Widnes Rec

08.07 am - Leigh Avenue

08.08 am - Birchfield Road

08.10 am - Wade Deacon High School

- Birchfield Road

08.13 am - Derby Road

- Peel House Lane

08.14 am - Lunts Heath Road

- Glebe Garage

08.15 am - Lunts Heath Road

- The Public House roundabout

08.35 am Arrive at Carmel College

6. Variation to Services

There may be occasions when the College needs to cancel or amend the Services outlined above. Please refer to Schedule C - Terms and Conditions for Transport Services - for contractual details.

7. Charging and Invoicing for Services

7.1 Charge Rates

Regardless of the method of arranging, requesting or booking any journey to or from, or on a route between any College site, the Contractor and his drivers shall ensure the correct charge for the journey is applied at all times, in accordance with the Contract rates quoted and detailed in Schedule G – Price Schedule and Method Statement.

7.2 Recording of Journeys

The Contractor and his drivers / conductors shall ensure that all journeys to or from, or on a route between, any College site, are recorded electronically in such a manner that the information may be presented for the purpose of Contract reviews.

7.3 Scheduled Regular Journeys

All Scheduled Regular Journeys shall be recorded by the driver / conductor upon completion (in a method agreed by the College and the Contractor), and passed to the Contractor who shall subsequently raise a consolidated invoice at the end of the month for the provision of all Scheduled Regular Journeys.

7.4 Special Bookings – ‘On Account’

Where the College requests an ad-hoc Service it will provide the Contractor with a Booking reference or Purchase Order number and state the journey is ‘On Account’ and should be invoiced direct to the College. The Contractor shall subsequently submit a consolidated invoice at the end of the month for the provision of all ad-hoc Special Bookings.

8. Managing the Service

8.1 Statutory Requirements

- a) The Contractor shall have obtained planning permission for the use of premises from which to operate a Coach or Bus / Minibus hire company.
- b) The Contractor shall hold, and provide the College with sight of, a valid Passenger Carrying Vehicle Operator's Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, or a permit issued under Section 19 of the Transport Act 1985, which allows the operation of the Contract in the manner proposed.
- a) Where applicable, the Contractor shall hold, and provide the College with sight of, a valid Radio Communication Agency Licence at all times throughout the provision of this Service.
- b) If a passenger is disabled and is dependent upon a guide, hearing or other assistance dog the driver MUST allow the dog to be carried, at no charge, unless exempted under section 37 of the Disability Discrimination Act 1995

and the vehicle is clearly displaying the statutory exemption certificate. Refusal to carry an assistance dog without good reason or exemption is an offence, and the College shall inform the relevant authorities of any instances where the Contractor or his staff fail to comply with this legal requirement.

8.2 Service Information

- a) Vehicles shall display adequate signage for the College Service and the destination to avoid any passenger confusion.
- b) The College may (at its own cost) supply the Contractor with College branded timetables, leaflets, posters or cards (including Braille versions) for issue to Passengers. The Contractor shall be expected to meet all reasonable requests to display or carry such items within his vehicles.

8.3 Image and Marketing

- a) The Contractor agrees to assist the College by ensuring that all marketing materials in connection with this Service reflect the Colleges attainment of being an outstanding College. All branding, imagery and design concepts will be provided by the College to sit within the corporate brand identity.

8.4 Service Requirements and Expectations

- a) The Contractor shall ensure his operational base is sufficiently equipped to fulfil his contractual obligations at all times.
- b) The Contract shall be invalid and liable to termination with immediate effect should an Operator's Licence / Permit previously granted, be suspended, withdrawn or have conditions attached to it for any reason by the relevant authorities which prohibits the operation of this Contract.
- c) The Contractor shall establish a two-way communication system between drivers and the operating base whilst their vehicles are in transit, to enable information to be passed to the College in case of emergencies, or other untoward incidents, safeguarding the overall interests of all passengers.
- d) The Contractor shall provide all employees allocated to this Service with an Identification Card bearing their photograph (or a suitable company badge), to be carried / worn at all times, and which should be presented when requested by a representative of the College, any Passenger or the guardian / parent of any passenger. A sample copy of the ID card or badge shall be provided with the tender documents.
- e) The Contractor is responsible for providing a reliable and punctual service to meet the specification, which includes the provision of the vehicle and any appropriate equipment aids and adaptations, the driver, and a conductor / escort when required.
- f) The Contractor shall ensure (at his own cost) that adequate staff, vehicles and resources are available to deliver all journeys requested by the College within 10 minutes (pick-up and arrival) of the specified time, and shall have sufficient capacity and resources to quickly arrange the provision of Services for urgent or unforeseen work.
- g) The Contractor shall co-operate in ensuring that an effective working relationship between the Contractor's staff and College staff is maintained.
- h) The Contractor shall organise, in so far as practical, that the same vehicle / driver be used on Scheduled Regular Journeys to establish trust and co-

operation between all parties involved, in particular between the drivers and the passengers and their parents / guardians.

- i) In the event that the Contractor is unable to fulfil a scheduled Regular Journey or confirmed Booking, the Contractor or the driver of the vehicle concerned shall notify the College as soon as possible.

9. Delivering the Service

9.1 Service Requirements and Expectations

- a) The Contractor shall notify the College and passenger or their representatives immediately of any lateness or non-attendance of staff and the action taken to continue to provide the Service, including the name of the alternative staff member to be provided.
- b) Drivers shall carry a Schedule of Passengers and emergency College contact details.
- c) Drivers are required to be punctual at all times to within 10 minutes of the required pick-up and arrival times.
- d) The Contractor and his employees shall ensure prior to departure that all College passengers using a Scheduled Regular Service are listed on their Schedule of Passengers.
- e) The driver shall ensure that no unnecessary detours or unscheduled stops be made during the discharge of the Service. Where a detour is unavoidable, for example road works, the driver shall explain to the passenger(s) and the College why this was necessary. Where the detour delays any student's arrival at College / home by more than 20 minutes, the Contractor / driver shall make every effort to pass the information on to the College and the student's parents or guardians.
- f) Passengers on a Scheduled Regular Service shall be picked up and set down only at those locations and within the range of times as specified under this Service provision, unless modified in writing by the College.
- g) The driver shall comply with any instruction within the Schedule of Passengers, for example specifying that a passenger must be delivered to the care of a named person.
- h) In cases where any passenger listed on the Schedule of Passengers is not physically present at the agreed collection point at the designated time, the driver would be expected to wait for a short period, providing this would not cause significant delays to the remainder of the journey. If, after waiting, the passenger still hasn't arrived at the pick-up point the College must be informed as soon as possible by the Contractor or the driver of the vehicle concerned.

9.2 Student and Staff Passengers

- a) Students and staff will have been issued with a College identity card, boarding pass, permit or ticket entitling them to travel on the College Service. These will only be valid for specific routes and during those periods covered by the College Service Contract, unless otherwise agreed by the College and the Contractor to meet exceptional circumstances.
- b) After a reasonable leniency period at the start of each term and after the College Transport Officer has ridden and checked the route, it will be the

driver's responsibility to ensure students and staff have the relevant documentation for each journey. The College will provide training in this respect to all drivers if required.

9.3 Passenger Care and Safety

- a) A strict no smoking policy for all Contractor personnel and passengers shall be enforced for this Service.
- b) Vehicles must be safely parked and engines shall be switched off while waiting at terminal points.
- c) Drivers shall ensure that all passengers are safely seated and that all seat belts (if fitted), harnesses, and wheelchair restraints are safely secured prior to departure.
- d) Except for the use of a hands-free system drivers shall not use a mobile telephone whilst the vehicle is moving, but shall first pull over to a suitable area and ensure the vehicle is safely parked before using such equipment.
- e) Passengers shall not be permitted to sit 3 to a double seat.
- f) Passengers are not to be left unattended in a vehicle except in an extreme emergency, when the driver shall switch off the engine, apply the handbrake and hazard warning lights and remove the keys from the vehicle.
- g) Passengers must embark and disembark from a safe position and the driver / conductor / escort shall ensure that passengers are not exposed to any hazards, including those posed by other road users, cyclists and pedestrians.
- h) Drivers should take into account that some passengers may be particularly frail and may need extra assistance in entering into or alighting from vehicles, especially during inclement weather conditions.
- i) Regular difficulties with any passenger in respect of mobility or special attention should be reported in all cases to the College for discussion.
- j) In the event of any passenger being taken ill during a journey the driver shall administer First Aid to the passenger where possible and practical, and shall contact the emergency services where required. Instructions for reporting such incidents to the College are detailed in Section 13 - Reportable Incidents.

10. Contractor Service Personnel

10.1 Service Personnel Requirements

All drivers employed by the Contractor, and those provided as substitute operatives, however used on this Service **must**:

- a) Have undergone and passed the relevant enhanced checks with the Criminal Records Bureau in the UK, or the relevant Embassy or High Commission of their country of residence / origin.
- b) Ensure all drivers have undertaken training adequate to familiarise them with child/student protection issues / responsibilities and the College procedures and policies, with refresher training at least every 3 years. A 'Safeguarding awareness course' approved by the Local Safeguarding Children Board or by the College's Safeguarding Managers will suffice. Contractors must agree to adhere to the College's Safeguarding principles.

- c) Have undergone a medical examination by either their General Practitioner or the Contractor's company doctor within the last 12 months, and have been declared medically fit at that examination.
- d) Disclose to their employer (the Contractor) any concerns they may have regarding their current health which may affect their ability to perform their duties.
- e) Be fluent to a reasonable standard in the use of the English language.
- f) Have received sufficient training and be fully aware of the rules, procedures and statutory requirements concerning health and safety.
- g) Have received sufficient training and be fully aware of the particular and diverse special needs of some passengers, and should have some experience of providing assistance to those passengers who are; Blind or partially sighted, Deaf or hard of hearing, wheelchair users, or otherwise mentally or physically disabled.
- h) Have received sufficient training in administering basic First Aid.
- i) Carry out their duties in a professional and courteous manner, exercising patience and tolerance towards passengers and members of the public at all times.
- j) Not exceed their level of professional competence or undertake any tasks not required in this Contract.
- k) Be presentable and wear appropriate attire or a company issued uniform.
- l) Carry at all times the identity card or company badge issued by the Contractor and any identity card or badge issued by the College. These shall be presented when requested by any College official, passenger, or the parent or guardian of any passenger.
- m) Have sufficient local knowledge, be familiar with the routes of Scheduled Regular Journeys, and be capable of operating any satellite navigation device which is fitted to the vehicle.
- n) Not accept or solicit any gratuity, tip or other benefit or reward.
- o) Not engage in behaviour or activities that are contrary to the College's interest, or which may damage the College's reputation.

10.2 Professional Driver Competence and Safety

- a) The Contractor shall provide full details of College Service drivers qualified or experienced to the level of Driver Certificate of Professional Competence, and will inform the College immediately in writing of any changes to the status of College Service drivers.
- b) The College reserves the right to request the removal from its Service of any driver who no longer holds the Driver Certificate of Professional Competence.
- c) All drivers of vehicles classified as a Public Service Vehicle must hold the relevant Public Service Vehicle licence.
- d) The Contractor shall provide the college with copies of all driving licences and associated documents for all drivers involved in the delivery of this Service.

- e) The Contractor shall provide the College with details of any College Service driver convicted of any moving traffic offence during the last 4 years.
- f) After the commencement of this Contract the Contractor shall notify the College immediately of any road traffic offence, or other traffic incident, involving any driver normally allocated to the College Service, regardless of whether the incident occurred during the provision of this Service.

11. Vehicles Providing the Service

11.1 Statutory Requirements

- a) Any vehicle designed to carry more than 8 passengers (excluding the driver) used in the delivery of this Contract must be licensed by the Traffic Commissioner as a Public Service Vehicle (PSV) and shall display the relevant PSV licence in the windscreen at all times.
- b) Any vehicle designed to carry up to 8 passengers (excluding the driver) used in the delivery of this Contract must be a Hackney Carriage or Private Hire Vehicle licensed by the appropriate District Council, and shall display such licence at all times.
- c) Vehicles shall not be loaded beyond their licensed capacity.
- d) The Contractor shall bear the sole responsibility of ensuring that all vehicles used for this Service are fit for purpose in all respects and comply with all relevant statutory requirements including, without limitation; Road Traffic and Licensing Legislation, the Motor Vehicles (Construction and Use) Regulations 1986, Public Service Vehicles (Conditions of Fitness, Equipment and Use) Regulations 1981.
- e) All PSV vehicles shall have a Certificate of Initial Fitness (COIF) or a Certificate of Conformity to show the vehicle has been built or adapted to PSV standards.
- f) All vehicles shall have a current relevant MOT certification or equivalent certification for Public Service Vehicles
- g) All vehicles shall clearly display on the windscreen a valid vehicle excise licence
- h) All vehicles shall clearly display the Service Operator's name and address.
- i) Where a passenger is transported in a wheelchair this must be in accordance with the Department of Transport Code of Practice, The Safety of Transport of Passengers in Wheelchairs (Publication VSE 87/1) even though the vehicle may not be a public service vehicle. The driver of such a vehicle shall have received adequate training in the securing of wheelchairs or other mobility equipment in the vehicle, and will preferably have been issued with a wheelchair assessment certificate by the Driver Standards Agency.
- j) Where a tail-lift or ramp is fitted to the vehicle this is to comply with B.S. 6109 Part 2.

11.2 Prohibition Notices / Defective Vehicles

- a) If any enforcement or prohibition notice is served under any Road Traffic and Licensing Legislation, including the Public Passenger Vehicles Act 1981 or any amendment or re-enactment thereof, in respect of any of his vehicles,

whether in use for the purposes of this Contract or otherwise, the Contractor shall immediately notify the college in writing of the details, and provide a copy of the enforcement or Prohibition Notice.

- b) As the safety of students is imperative, the College reserves the right to terminate the Contract due to concerns with vehicle safety.

11.3 Vehicle Resources

- a) The Contractor shall ensure the availability of well maintained and roadworthy vehicles, to fully meet the requirements of this Service at all times.
- b) In the event of planned vehicle maintenance, a substitute vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided by the Contractor at no extra cost to the College
- c) In the event of vehicle breakdown or an accident a replacement vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided as soon as possible by the Contractor at no extra cost to the College.

11.4 Service Vehicle Requirements

PSV Licensed Vehicles

- a) On all PSV licensed vehicles the driver must have direct control over the opening and closing of the passenger door either by electrical or mechanical means, unless a conductor or an escort is provided.
- b) Vehicles must be fitted with a correctly functioning speed limiter.
- c) Vehicles must be fitted with an automatic audible reversing warning device.
- d) In the case of a minibus, a vehicle with lateral facing seats is not acceptable except where the majority of seats are forward facing and only the rear pair of seats are lateral facing. All passenger seats must have seat belts fitted.

All vehicles used to deliver this Service must:

- a) Be covered by a comprehensive vehicle insurance policy from a reputable company.
- b) Be covered by a 24 hour comprehensive breakdown and recovery service from a reputable company.
- c) Undergo relevant daily safety checks and be fully roadworthy.
- d) Have sufficient seats and storage space to meet the needs of passengers.
- e) Be well maintained and cleaned, internally and externally (subject to weather conditions) to such standard that they present a professional image to the public.
- f) Have suitable heating and air conditioning systems for the passenger comfort.
- g) Be safely parked with engines switched off while waiting at pick-up and drop off locations.
- h) Have any additional equipment fitted by fully qualified and competent professional fitters.

- i) Carry the appropriate fire extinguishers and fire blankets for vehicle fires.
- j) Carry sufficient First Aid equipment including the necessary equipment and materials to clear up bodily fluids.

11.5 Vehicle Maintenance Records

- a) The Contractor shall, at all times, keep proper records of all routine services, repairs and work carried out in connection with this Contract.
- b) All such records, including relevant driver licences, shall be produced by the Contractor whenever required for inspection by any officer authorised by the College.

11.6 Inspection of Vehicles

- a) The Contractor shall allow the College's duly authorised representative to enter the Contractor's premises at all reasonable times for the purpose of inspecting the Contractor's maintenance facilities and the vehicles used in the provision of the Services.
- b) The Contractor may be required to submit any vehicle used in the Contract for inspection at an appropriate place designated by the College, should the College have reasonable cause or concern to consider this action is necessary, where a full inspection to the Department of Transport annual test standard will be carried out at the Contractor 's expense.
- c) Any vehicle found to have a defect which could affect the safety of passengers shall immediately withdrawn from the College Service until such time as the defect has been rectified, and the repair confirmed as complete by a College representative.
- d) Any vehicle which is found to be in Service without having the defect rectified will be grounds to terminate the Contract with immediate effect.

11.7 Environmental Issues

The College accepts its responsibility to reduce the adverse and increase the beneficial environmental impacts that result from its activities and services.

- a) In order to help us work towards this responsibility the Contractor must work with the College to provide vehicles with low carbon buses that comply with the Euro exhaust emission standards of no less than Euro 3.
- b) The Contractor will be required to supply the appropriate documentation to the College as and when required.

12. Performance and Quality of the Services

12.1 Monitoring of Services and Contractor Personnel

- a) The College will monitor the provision and quality of Service against the agreed Contract Service Level Agreement detailed in Schedule G – Pricing Schedule and Method Statement.
- b) The College may request that an authorised Officer of the College travels with the driver to assess the performance of the Service.

- c) A random audit of journeys will be carried out at regular intervals as a further method of assessing the provision and quality of the Service.
- d) The College reserves the right to inspect the identification cards or company badges of Service personnel, travel logs, Schedules of Passengers, fare receipts and any other relevant records or equipment kept by the Contractor's personnel in the performance of this Contract.

12.2 Calculating Performance and Payment

- a) The Contractor shall report immediately to the College any accident, breakdown, non-maintenance of any agreed timetable, or any other failure or delay in operating the Service.
- b) In the event whereby the Contractor fails to comply with the terms and conditions specified in the tender (unless it can be demonstrated to the satisfaction of the College that such failure is wholly as a result of events over which the Contractor had no control) the College reserves the right to deduct reasonable sums for late or non performance of any part of the Service.
- c) The Contractor will be notified verbally and in writing of any such intended claims or deductions and given the opportunity to comment on the alleged incident(s) prior to any deduction.
- d) The Contractor has the right to appeal against any subsequent decision within 14 calendar days of notification.

12.3 Failure to Perform and Late Services

- a) In the event of failure to provide a scheduled Service, or to provide it at more than 30 minutes after the agreed time, the College shall be at liberty to contract for the provision of other vehicles (including taxis) as may be necessary.
- b) In these circumstances all costs, charges and expenses incurred by the College shall be deemed a debt due from the Contractor to the College, and shall be reimbursed in full to the College or may be deducted in full from any outstanding payments due to the Contractor.
- c) Continual failure to perform or provide Services as required under this Contract may result in an early Contract review or termination of the Contract.

12.4 Failure to Recognise Scheduled Stops

- a) Any Service vehicle failing to stop for passengers at an agreed pick up or drop off point is not acceptable. Incidents will be reported to the Contractor for investigation.
- b) Continual disregard of allocated passenger stops may result in an early contract review or termination of the Contract.

12.5 Early Running

- a) College services are expected to run at the agreed times. Vehicles must not depart from collection points and scheduled stops until the agreed time. Any incidents will be reported to the Contractor for investigation.
- b) Continual disregard of timetable schedules may result in an early contract review or termination of the Contract.

13. Reportable Incidents

13.1 Student Passenger Feeling Unwell

- a) In the event of a student being taken ill during a journey the driver shall immediately contact the College and advise them of the situation.
- b) The College shall ask the driver to confirm the name of the passenger, the symptoms experienced by the passenger and when they were first noticed, any action taken by the driver, details of any First Aid provided, and whether or not the emergency services have been contacted.
- c) The College shall advise the driver what further action should be taken.
- d) The College shall be responsible for contacting the passenger's parent or guardian and advising them of the situation.

13.2 Complaints

- a) Any complaint made against the Service, a passenger or the Contractor's personnel shall be thoroughly investigated jointly by the College and the Contractor.
- b) The Contractor must inform the College immediately by telephone of any complaint made by a student, College staff member.
- c) A written report detailing the complaint, along with any complainant correspondence must also be submitted to the College by the Contractor within 10 calendar days of the complaint being made.
- d) Any complaint made direct to the College will be forwarded to the Contractor within 10 calendar days.
- e) The Contractor shall meet with College officers, as soon as is practical, to discuss and resolve any complaint made.

13.3 Misconduct

- a) The Contractor or driver must inform the College immediately by telephone of any instances of misconduct or breach of safety requirements by any passenger on a College Service route, referencing the individual(s) concerned.
- b) A written report detailing the incident must also be submitted to the College by the Contractor within 5 calendar days.
- c) The College will advise the Contractor of the outcome of its investigation of the incident.
- d) The right of any student or other person to be conveyed by the Contractor shall be referred to the College, whose decision shall be final.

13.4 Vehicle Breakdown

- a) The Contractor or driver must inform the College immediately by telephone of any instances of a College Service vehicle breakdown (including punctures) or any driver concerns regarding the safety of their vehicle.
- b) A written report of the incident must also be submitted to the College by the Contractor within 10 calendar days, stating the problem and how it was

- c) rectified.

13.5 Accidents and Injuries

- a) The Contractor or driver must inform the College immediately by telephone of any instances where a College Service vehicle or a passenger is involved in an accident, regardless of fault or blame.
- b) A detailed written report of the incident must also be submitted to the College by the Contractor within 5 calendar days, stating the circumstances of the accident, details of all vehicular damage, and any injuries sustained to individuals.
- c) The Contractor shall also submit to the College details of any actions they have taken, including further training, to help prevent a reoccurrence.
- d) The College reserves the right to request that individual drivers are not permitted to drive College Service vehicles.

13.6 Road Traffic Offences

- a) The Contractor shall notify the College immediately by telephone of any road traffic offence or other traffic incident involving any of its College Service drivers, regardless of the severity of the offence and the type of vehicle involved, and regardless of whether or not the incident occurred during the provision of the College Service.
- b) A detailed written report of the incident must also be submitted to the College by the Contractor within 5 calendar days, stating the circumstances of the road traffic offence, and detailing any intended prosecution, penalties or fines imposed on the driver.
- c) The College reserves the right to request that individual drivers are not permitted to drive College Service vehicles.

13.7 Lost Property

- a) The Contractor shall make arrangements to deal with lost property in accordance with the Public Services Vehicle (lost property) Regulations 1978 (as amended).
- b) The Contractor or driver must inform the College immediately by telephone of any instances of property left on any vehicle.
- c) All lost property shall be returned by the Contractor to the College Transport Officer or a main College site receptionist by arrangement, within 24 hours.
- d) The College member of staff will complete any Lost Property documentation or receipt required by the Contractor.

14. Contract Management

14.1 Contract Manager

The Contractor and the College shall confirm in writing the appointment of an individual responsible for general liaison between the parties, and a further individual to be contacted should problems need to be escalated.

14.2 Contract Reviews

- a) It is a requirement of this contract to hold regular meetings to monitor performance against the terms and conditions of this Contract, to review past performance and to plan for future services. These meetings will be formally agreed at the start of the Contract, however it is expected that the reviews shall be held at least every 6 months, or more frequently if the need is required.
- b) The Contractor shall ensure that senior staff assigned to the Contract and other appropriate members of staff attend those meetings required by the Contract.
- c) Should the most appropriate member of the Contractor's staff be unable to attend the meeting, then a suitable replacement of equivalent status shall be fully briefed and attend on the Contractor's behalf.

14.3 Management Information

- a) The Contractor shall record all journeys undertaken, any fares paid and passes shown together with the time of boarding by the passengers.
- b) The Contractor shall be required to present quarterly and total spend against the Contract.
- c) This information shall be submitted to the College at mutually agreed times in a format suitable for the purposes of trip analysis.
- d) The Contractor will be required to bring such files and management information as requested by the College.

Schedule J

Postcode analysis (based pm 16-17 demand)

1	Back Lane	Warrington	Cheshire	WA52XQ
1	Boston Avenue	Runcorn	Cheshire	WA75XF
1	St Ambrose Road	Widnes	Cheshire	WA80AJ
1	Greenwich	Widnes	Cheshire	WA83BD
1	Hampton Court Way	Widnes	Cheshire	WA83ET
1	Rivenmill Close	Widnes	Cheshire	WA83FJ
1	Barnes Road	Widnes	Cheshire	WA83LJ
1	Snowberry Close	Widnes	Cheshire	WA83XZ
1	Orkney Close	Widnes	Cheshire	WA83YL
1	Humber Close	Widnes	Cheshire	WA83YY
1	Parklands	Widnes	Cheshire	WA84NQ
1	Hough Green Road	Widnes	Cheshire	WA84PF
1	Blair Drive	Widnes	Cheshire	WA84QT
1	Brandon	Widnes	Cheshire	WA84SU
1	Arley Drive	Widnes	Cheshire	WA84XS
1	Grizedale	Widnes	Cheshire	WA84YF
1	Simonside	Widnes	Cheshire	WA84YN
1	Cronton Lane	Widnes	Cheshire	WA85AW
1	Cronton Road	Widnes	Cheshire	WA85QF
1	Peel House Lane	Widnes	Cheshire	WA86TG
1	Stewards Avenue	Widnes	Cheshire	WA87BP
1	Liverpool Road	Widnes	Cheshire	WA87HT
1	Princes Place	Widnes	Cheshire	WA87NJ
1	Heath Road	Widnes	Cheshire	WA87NQ
1	Cradley	Widnes	Cheshire	WA87PL
1	Birchfield Road	Widnes	Cheshire	WA87TE
1	Avondale Close	Widnes	Cheshire	WA87WT
1	Westminster Close	Widnes	Cheshire	WA88AU
1	Coronation Drive	Widnes	Cheshire	WA88BL
1	Dundalk Road	Widnes	Cheshire	WA88DD
1	Hazelwood Close	Widnes	Cheshire	WA88GF
1	Ditchfield Road	Widnes	Cheshire	WA88HY
1	Springfield Road	Widnes	Cheshire	WA88JB
1	Ash Lane	Widnes	Cheshire	WA88JQ
1	Ditchfield Road	Widnes	Cheshire	WA88JX
1	Guttica Road	Widnes	Cheshire	WA88PN
1	Hale Road	Widnes	Cheshire	WA88SY
1	Bembridge Close	Widnes	Cheshire	WA89AA
1	Julian Way	Widnes	Cheshire	WA89AB
1	Upton Lane	Widnes	Cheshire	WA89AJ
1	Mersham Court	Widnes	Cheshire	WA89AT
1	Fox Bank Close	Widnes	Cheshire	WA89DP
1	Falkirk Avenue	Widnes	Cheshire	WA89DX
1	Falkirk Avenue	Widnes	Cheshire	WA89DX
1	Birchfield Road	Widnes	Cheshire	WA89EF
1	Clarence Avenue	Widnes	Cheshire	WA89EL
1	Stratta Park	Widnes	Cheshire	WA89FA
1	Higher Ashton	Widnes	Cheshire	WA89GN

1	Campsey Ash	Widnes	Cheshire	WA89GP
1	Balmoral Road	Widnes	Cheshire	WA89HH
1	Pit Lane	Widnes	Cheshire	WA89HR
1	Derby Road	Widnes	Cheshire	WA89JY
1	Sefton Avenue	Widnes	Cheshire	WA89JZ
1	Beaconsfield Road	Widnes	Cheshire	WA89LE
1	Cleadon Way	Widnes	Cheshire	WA89PD
1	Kensington Park	Widnes	Cheshire	WA89PE
1	Harton Close	Widnes	Cheshire	WA89PF
1	Jefferson Gardens	Widnes	Cheshire	WA89QG
1	Roscommon Way	Widnes	Cheshire	WA89SB
1	Gloucester Road	Widnes	Cheshire	WA89UB
1	Cornforth Way	Widnes	Cheshire	WA89WB
1	Finsbury Park	Widnes	Cheshire	WA89WN
1	Chapman Close	Widnes	Cheshire	WA89WU
1	Heathfield Park	Widnes	Cheshire	WA89WY
1	Rushton Close	Widnes	Cheshire	WA89ZF
1	Old Upton Land	Widnes	Cheshire	WA89ZS
1	Poleacre Drive	Widnes	Cheshire	WA89ZY

PART 2

**INVITATION TO TENDER
FOR THE PROVISION OF
STUDENT TRANSPORT**

**THIS PART OF THE DOCUMENT
SHOULD BE RETURNED
TO THE ADDRESS BELOW**

BY NOON ON 21st April 2017

AND WILL MAKE UP YOUR TENDER SUBMISSION

Mrs M L Williams
Vice Principal - Strategy & Resources
Carmel College
Prescot Road
WA10 3AG

Schedule F

Form of Tender

To Carmel College

I/We offer to supply to the College in accordance with the enclosed Terms and Conditions for Transport Services, Service Specification and the detail provided in the Price and Method Statement.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that any contract that may result from this tender shall be subject to the law of England as interpreted in English Court.

The prices quoted in this tender are valid and open to acceptance by you for a period of Ninety days from the tender return date specified in your Invitation to Tender.

I/We declare that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts:-

- Communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted
- Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word "persons" includes any person and any body or association, corporate or incorporate. The words "agreement or arrangement" include any such transaction, formal or informal, whether legally binding or not.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No:

Email address:

Fax No:

Schedule G (to the Form of tender)

Price Schedule and Method Statement

Tenderers to complete **all** parts.

Tenderers are to provide information in the following tables. Where additional information is requested, or you have additional information to support your tender submission, it should be attached in the specified format.

Price Schedule

PS1	Route Pricing		
	<ul style="list-style-type: none"> Please provide your prices below for each of the Lots (Routes) you are tendering for: 		
	Item No	Lot No	Route
	Cost per day excluding VAT		
1	Lot 1	Details to correspond with the individual Lots specified in Schedule D – Specification of Services	£
2	Lot 2	Details to correspond with the individual Lots specified in Schedule D – Specification of Services	£
PS2	Cost Breakdown		
	<ul style="list-style-type: none"> Provide a breakdown to define how you have calculated the costs associated with your price proposal. <p>Responses must be shown as a percentage of the total cost and, where highlighted, the current cost in £.</p>		
	Description	Response required as a % of total cost	Current cost in £
	Drivers wage	%	£
	Fuel	%	£
	Depreciation / Road Tax / Insurance	%	No response required
	Vehicle maintenance	%	No response required
	Other overheads	%	No response required
Profit	%	No response required	
PS3	Added Value		
	<p>Tenderers are invited to provide a statement detailing any additional discounts, retrospective rebates or incentives that are applicable to your bid</p> <p>This could take the form of:</p> <ul style="list-style-type: none"> - A retrospective rebate - Discounted charging and/or payment structure - Discounts for groups / clubs which students are members of - Any other added value <ul style="list-style-type: none"> Please include below, or as an attachment, details of any Added Value proposals you can offer as part of the College Service. <p>Details provided / not provided</p>		
PS4	Payment Terms		

<p>The College's standard payment terms are by the end of the month following the month of invoice on receipt of a correctly rendered invoice.</p> <ul style="list-style-type: none"> Please detail below any additional discount for payment of invoices within: 			
		Discount Offered	Comments
a	7 days from receipt of invoice	%	
b	14 days from receipt of invoice	%	
c	21 days from receipt of invoice	%	
d	28 days from receipt of invoice	%	

Method Statement

MS1	<p>Service Level Agreement</p> <p>The College intends to set up a Service Level Agreement with the successful tenderer(s). As a minimum, the following key areas shall be assessed to measure total performance of the Service.</p> <ul style="list-style-type: none"> On time collections to and from College premises Ability to service the requirements of the College Procedures for dealing with any complaints, injuries or accidents <ul style="list-style-type: none"> Please provide copies of Service Level Agreement(s) currently in use by the tenderer that could form the basis of the Contract Service Level Agreement for this requirement. <p>Details provided / not provided</p>										
MS2	<p>Vehicles</p> <ul style="list-style-type: none"> Confirm the size of your vehicle resource that is proposed for each of the routes identified in this ITT. The information you provide should include, as a minimum: <table border="1" style="width: 100%;"> <tr> <td>The number of vehicles</td> <td></td> </tr> <tr> <td>Size/seating capacity of vehicle resource</td> <td></td> </tr> <tr> <td>Average age of vehicle resource</td> <td></td> </tr> <tr> <td>Age of Oldest vehicle in your fleet</td> <td></td> </tr> <tr> <td>Age of Newest vehicle in your fleet</td> <td></td> </tr> </table> <ul style="list-style-type: none"> Add any comments to support your response to Question MS2 <p>Details provided / not provided</p>	The number of vehicles		Size/seating capacity of vehicle resource		Average age of vehicle resource		Age of Oldest vehicle in your fleet		Age of Newest vehicle in your fleet	
The number of vehicles											
Size/seating capacity of vehicle resource											
Average age of vehicle resource											
Age of Oldest vehicle in your fleet											
Age of Newest vehicle in your fleet											

<p>MS3</p>	<p>DBS clearance for drivers, conductors and escorts</p> <p>As previously stated in the PQQ, at this stage, the College now requires confirmation that all drivers, conductors and escorts used in the delivery of this Service have passed Enhanced Criminal Records Bureau checks, or equivalent checks for those employees previously residing overseas or originating from outside of the UK.</p> <ul style="list-style-type: none"> • Please enclose a signed and dated statement to this effect on Company headed paper. Details provided / not provided <p>TENDERERS NOTE: Before Awarding the Contract, for staff that will be used to provide the required services under this contract; the Contractor shall (for the purposes of verification) provide the College with original documentary evidence (not copies) confirming these staff have passed a recent enhanced CRB check during the last 36 months. Where any additional or new staff are to be involved in the provision of the Service, or when otherwise requested by the College, original DBS clearance documentation shall be produced, this requirement applying throughout the duration of this Contract.</p>
<p>MS4</p>	<p>Driving Licences</p> <p>The College requires confirmation, and an assurance, from the Contractor that all drivers used in the delivery of this Service shall hold, at all times, a valid driving licence with full entitlement to drive a Passenger Carrying Vehicle in the UK.</p> <ul style="list-style-type: none"> • Please enclose a signed statement to this effect on Company headed paper. Details provided / not provided <p>TENDERERS NOTE: Before Awarding the Contract, for staff that will be used to provide the required services under this contract; the Contractor shall (for the purposes of verification) provide the College with original documentary evidence (not copies) confirming these drivers hold a valid driving licence giving them full entitlement to drive a Passenger Carrying Vehicle in the UK.</p> <p>Where any additional or new drivers are to be involved in the provision of the Service, or when otherwise requested by the College, original driving licenses shall be produced, this requirement applying throughout the duration of this Contract.</p>
<p>MS5</p>	<p>Risk Assessments</p> <ul style="list-style-type: none"> • Provide details and evidence, including risk assessments, of the controls and procedures you have in place to ensure that Drivers, Conductors and Escorts used specifically for this service shall: <ul style="list-style-type: none"> - Be medically fit to undertake the services - Not exceed their permitted driving hours without taking mandatory rest periods - Have the relevant driving licences and meet any other areas of legislation - Be randomly checked and/or monitored to ensure they are not driving, or escorting, passengers whilst under the influence of alcohol and/or drugs - Report all driver misdemeanours (including exceeding driver's hours and falsifying driver's records), road traffic violations, fines, and licence infringements, regardless of whether these occur during, or outside of, the delivery of this service

	<ul style="list-style-type: none"> - Be fully briefed and understand the level of courtesy and patience expected from them, and appreciate that they may need to give extra consideration when dealing with vulnerable or special needs students <p>Details provided / not provided</p>
MS6	<p>Operators Licence</p> <ul style="list-style-type: none"> • Provide the following detail: <ul style="list-style-type: none"> - Operator licence number - Number of 'O' discs held - Expiry date of discs <p>Details provided / not provided</p>
MS7	<p>Escalation Procedures</p> <ul style="list-style-type: none"> • Describe your escalation procedures in the event of recurrent failure to provide satisfactory Service, and the timescales involved in investigating and reporting your findings to the College. <p>Details provided / not provided</p>
MS8	<p>Additional requirements</p> <ul style="list-style-type: none"> • Provide detail of the geographical areas within Merseyside and Cheshire where you would be willing and able to offer your Services, in the event the College should require additional ad-hoc / alternative routes. <p>Details provided / not provided</p>

Schedule H

Subcontractors

Please provide, if appropriate, a list of all sub-contractors you intend to use together with any goods and / or services that will be supplied by the sub-contractors, including contact names, telephone / fax numbers, and the relevant company names and addresses.

Acceptance of the Tender will not imply consent to these proposals.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No;

Email address:

Fax No:

Schedule Q

Qualification of Offer

The Tenderer should submit details under this heading only if unable to comply with the Terms and Conditions indicated in the Contract documents of this Invitation to Tender.

Please ensure that each qualification is clearly referenced.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No;

Email address:

Fax No: