

SURREY COUNTY COUNCIL

Invitation to Tender (ITT) for:

Open Framework for Provision of Client Assisted Passenger Transport Services

Guidance & Instructions

Open Framework

Deadline for Responses: 31st October 2025 at 5 o'clock

Project Reference: <https://www.adamproviders.co.uk/surrey-county-council-client-transport-services-2026-2034>

This Invitation to Tender contains the following Sections

Section 1: Background and Scope	3
Section 2: Instructions to Interested Organisations	16
Section 3: Terms and Conditions of Contract	33
Section 4: Specification and Requirements	34
Section 5: Contract Management and Performance	35
Section 6: Evaluation Criteria & Methodology	36
Section 7: Quality Questionnaire	42
Section 8: Pricing Schedule	43
Section 9: Social Value	45
Section 10: Local Government Reorganisation (LGR)	47
Section 11: Checklist	49

Section 1: Background and Scope

1. INTRODUCTION

- 1.1. **Surrey County Council (The Council)** is seeking tenders from suitably qualified suppliers for Home to School Transport.

ORBIS PROCUREMENT

- 1.2. Orbis Procurement is a public sector partnership between Surrey County Council (SCC), East Sussex County Council (ESCC), and Brighton & Hove City Council (BHCC).
- 1.3. This procurement & the procedure will be owned by Orbis Procurement on behalf of the Contracting Authority and Bidders will be expected to cooperate with Orbis Procurement during this process.
- 1.4. The management of the Open Framework will be conducted via our current contracted partner, Access UK.

ABOUT SURREY

- 1.5. Surrey is a county in Southeast England and is one of the home counties. It shares borders with Kent to the east, East Sussex to the south-east, West Sussex to the south, Hampshire to the west and south-west, Greater London to the north-east.
- 1.6. The Council's main headquarters are in Reigate with satellite offices within the county [SCC Offices](#). The county covers an area of approx. 166,000 hectares.
- 1.7. The main urban areas within Surrey are Guildford, which is the County town, Epsom and Woking. There are 11 different District and Boroughs within the County.
- 1.8. Surrey County Council's aim is to make a positive difference to the lives of our residents every day. We do this by providing a wide range of good quality services and supporting initiatives that benefit the county.
- 1.9. This means we need to find new and innovative ways of delivering our services and make sure we are focused on our key priorities:

- Growing a sustainable economy so everyone can benefit
- Tackling health inequality
- Enabling a greener future
- Empowering communities

1.10. The Council has responsibility for a range of services, such as;

- Education
- Social Care
- Highways
- Environmental Services
- Transport

1.11. All interested organisations should familiarise themselves with the Councils' priorities prior to offering any tender submission. More details can be found at the following website URL:

- [SCC Vision, Strategy, and Performance](#)

BACKGROUND & SCOPE OF THE REQUIREMENT

1.12. Surrey County Council (the **Council**) wishes to establish an Open Framework for the Provision of Client Assisted Passenger Transport Services (**the Framework**).

1.13. The Council is using the Open Procedure under the Procurement Act 2023 (**PA23**) to procure this Open Framework.

1.14. Bidders are invited to submit their propositions (tender returns) only after carefully reading this document and assessing their suitability for this tender.

1.15. This document provides information regarding how the procurement process will be managed, the selection criteria that will be used in the evaluation of tender returns and sets out the tender's requirements.

1.16. Detailed information on the service required are provided in Service Specification (Appendix 1).

1.17. Surrey County Council ("SCC") have currently partnered with Access UK to introduce a web-based system, SProc.Net, to manage the Council's Open Framework. The Council will use this system for the procurement of provision of Client Assisted Passenger

Transport Services for routes across all the 11 Boroughs and Districts. This includes transport to out of borough schools and other facilities.

- 1.17. The Open Framework will be used to source the appropriate transport provision using a wide range of vehicle types from cars and minibuses to Coaches including wheelchair accessible vehicles which may require Passenger Assistants to support the passenger(s).

The Client Assisted Passenger Transport Services covers the following:

- Children – Home to School - SEN
- Children – Mainstream Schools
- Children – Ad-hoc transport
- Adults – Assisted passenger Transport

Routes will be commissioned through the following Service Categories:

Lot 1 Standard Transport - Coach (16+ seats) - PSVAR out of scope
Lot 1 Standard Transport - Coach (16+ seats) PSVAR compliant
Lot 1 Standard Transport - Coach (16+ seats) PSVAR compliant with PA
Lot 1 Standard Transport - Coach (16+ seats) with PA - PSVAR out of scope
Lot 1 Standard Transport - Minibus (9-16 passenger seats)
Lot 1 Standard Transport - Minibus (9-16 passenger seats) with PA
Lot 1 Standard Transport - Minibus Wheelchair Accessible
Lot 1 Standard Transport - Minibus Wheelchair Accessible with PA
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats)
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible with PA
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) with PA
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) - PSVAR out of scope
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) PSVAR compliant
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) PSVAR compliant with PA
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) with PA - PSVAR out of scope
Lot 2 Enhanced Needs Transport - Minibus (9-16 passenger seats)
Lot 2 Enhanced Needs Transport - Minibus (9-16 passenger seats) PA
Lot 2 Enhanced Needs Transport - Minibus Wheelchair Accessible
Lot 2 Enhanced Needs Transport - Minibus Wheelchair Accessible with PA
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats)
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible with PA
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) with PA
Lot 3 Complex (Health) Transport - Minibus

Lot 3 Complex (Health) Transport - Minibus Wheelchair Accessible
Lot 3 Complex (Health) Transport - Minibus Wheelchair Accessible with PA
Lot 3 Complex (Health) Transport - Minibus with PA
Lot 3 Complex (Health) Transport - Taxi/MPV
Lot 3 Complex (Health) Transport - Taxi/MPV Wheelchair Accessible
Lot 3 Complex (Health) Transport - Taxi/MPV Wheelchair Accessible with PA
Lot 3 Complex (Health) Transport - Taxi/MPV with PA

WHAT IS AN OPEN FRAMEWORK

- 1.17. The Procurement Act 2023 (Act) defines a framework as a: ‘contract between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers.’ (section 45(2)).
- 1.17. This means that a framework sets out the provisions under which future contracts for the supply of goods, services and/or works are to be awarded. An Open Framework is a completely electronic system established by the Council to purchase commonly used goods, works or services.
- 1.17. Further information on an Open Framework can be found here: [Guidance: Frameworks \(HTML\) - GOV.UK](#)
- 1.18. When the Council needs to procure specific Passenger Transport Services, it will publish the requirement via the Open Framework and invite bids from suppliers who have been admitted to the Open Framework in order to award a contract (called a Service Agreement) to provide the services.
- 1.19. Service Suppliers must meet the Council’s minimum criteria for entry to the Open Framework. The Open Framework will be re-opened for new Suppliers to join at certain points in time as published in the Notice. Please see the ‘How to Become an Approved Provider’ section for Surrey County Council on <http://demand.sproc.net>.
- 1.20. The Open Framework is a fair and transparent process for all Service Suppliers. As a Service Provider, you will benefit from access to all advertised opportunities to bid for services within your area of specialism.

- 1.21. The current Dynamic Purchasing System (DPS) for the Provision of Client Assisted Passenger Transport Services **ends** on 16th April 2026 and therefore a procurement process is being undertaken to put in place a compliant route to market, with a contract start date of 1st March 2026.
- 1.22. **The Open Framework will be** for an initial period of 4 years with option to further extend for any period or periods of time, up to 4 years, unless terminated earlier in accordance with its terms.
- 1.23. These services are being procured under a Multiple-Supplier Open Framework. Any interested organisation or consortium may apply to be admitted. There will be no limit to the number of Suppliers admitted onto the Open Framework, providing they meet the minimum requirements as set out in the Invitation to Tender documents.
- 1.24. There will be no guarantee of work or volume of work given under this Open Framework.
- 1.25. All Suppliers who have an existing contract with the Council or have been awarded a Call Off Contract with the Council are encouraged to apply for admission to the Open Framework. Existing Suppliers will NOT automatically be passported through.
- 1.26. All Suppliers with existing Call Off Contracts (routes) under the current DPS will be valid until they will naturally expire, unless terminated earlier in accordance with T&Cs.

PROCUREMENT PROCESS

- 1.27. This is an Open Framework procurement undertaken in accordance with the Procurement Act 2023 (PA). The Services being procured are classified as 60000000: Transport services (excl. Waste transport).
- 1.28. A Tender Notice has been sent for publication to the Find a Tender Service (FTS) on 6th October 2025.
- 1.29. In assessing the Tender Submissions, the Council will be seeking the 'Most Advantageous Tender' (**MAT**) based on the award criteria set out in this ITT Guidance.

The award criteria for each Lot are a combination of financial and quality criteria as well as the wider objectives detailed below.

1.30. The Open Framework will be split into 3 Lots:

- **Lot 1 - Standard Transport Services** — All types of vehicles as required per the list of “Scope of Passenger Transport Services” (further details can be found in Section 3 of the Service Specification – Appendix 1) to be commissioned from Saloon cars up to large coaches of 90 seats.
- **Lot 2 - Enhanced Needs Transport Services** - All types of vehicles as required per the list of “Scope of Passenger Transport Services” (further details can be found in Section 3 of the Service Specification – Appendix 1) to be commissioned from Saloon cars up to large coaches of 90 seats.
 - Routes carrying children with particularly complex special educational or behavioural needs including disabilities
 - Routes into specialist SEN Schools with challenging requirements
 - All or the majority of transport into a school
 - Entire specified geographical areas
 - An enhanced level of customer service due to special school or parental need

The Councils have identified that there is a need for an enhanced level of specialist knowledge, experience and business operation in order to qualify to bid for Lot 2 work.

- **Lot 3 - Complex (Health) Transport Services:**
 - All types of vehicles as required per the list of “Scope of Passenger Transport Services” (further details can be found in Section 3 of the Service Specification – Appendix 1) to be commissioned.
 - Clients that require basic health interventions and assistance including epilepsy, diabetes and other health needs that may necessitate the administration of medication and application of a care plan. These services may require additional training and insurance requirements
 - Clients that have complex health needs that will require support in regulated activity from a supplier that has the appropriate CQC Registration.

1.31. To be appointed onto the Open Framework all Suppliers will be required to provide a response(s) to Stage 1, the ‘Admission Stage’ which will be assessed by both Access UK and SCC. If successful with Stage 1, Suppliers will then have the opportunity to bid for

routes via a mini-competition or Direct Award, known as Stage 2, the 'Call Off Stage'. Stage 2 is evaluated by SCC.

Stage 1: Admission Stage – At this stage Suppliers are invited to apply for:

- **Accreditation**
- **Enrolment**
- **Onboarding session.** If a Supplier has passed the Accreditation and Enrolment, they will be invited to a face to face (or virtual) onboarding session where SCC will explain the expectations of the supplier's operational delivery, suppliers will apply for Authorised ID badges and undergo final checks of the required documentation.

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

Further details on this process can be found in the Application Guide (Appendix 3) and Operational Guide (Appendix 2).

Stage 2: Call Off Stage – The Suppliers who have been accepted onto the Open Framework will be invited to participate in the Home to School packages process for the relevant lots or can be approached directly and awarded a contract for a specific route requirements.

Please note: unless Suppliers explicitly state that they would like to re submit their bid submission on the re-opening of the Open Framework resulting in a re-evaluation, they will be moved automatically to the next Open Framework. See Table 1.

1.32. The key documents included with this ITT are detailed in the Checklist at Section 11.

Stage 1: Admission onto the Open Framework for Provision of Client Assisted Passenger Transport Services

1.33. Admission is the process by which the Council and Access UK collects the data needed to undertake the due diligence on Bidders, i.e. able to safely deliver services to a high standard. Admission is also an opportunity to discover whether the Bidder has the right accreditation and experience to deliver the service.

1.34. Bidders will be required to respond to the Accreditation and Enrolment which cover areas including mandatory and discretionary exclusion. The Bidder will also be

required to supply information about their business integrity, capability and insurances. Details of the Accreditation and Enrolment Questionnaires can be found in Application Guide (Appendix 3) and on Sproc.net. Bidders should complete an Online Questionnaire directly on Sproc.net. Bidders will nominate the Lots that they would like to apply for.

The Council will evaluate Bidders' responses to the questions in the Accreditation and Enrolment which will include Lot specific Quality Assessments. All Bidders meeting the Accreditation and Enrolment criteria as well as passing the Quality Assessment criteria will proceed to an onboarding stage.

- 1.35. Lot specific Quality Assessments (Lots 1, 2 and 3) will be evaluated based on Pass/Fail criteria, as well as scored questions for specific Lot(s). Bidders should be aware that to be admitted onto this Open Framework, they must achieve 'Pass' and a minimum quality score of 50% for the Quality Assessment for Lot 1. Except for CQC registered suppliers who can choose to only apply for Lot 3.
- 1.36. Bidders must achieve a 'Pass' for Lot 1 in order to be able to apply for Lot 2. Except for CQC registered suppliers who can choose to only apply for Lot 3.
- 1.37. Bidders are required to raise any clarifications during the Admission Stage via the Sproc.net e-tendering portal messaging facility. The Council and Access UK shall disclose the clarification raised by Suppliers and respond to all other Bidders unless both the clarification and response relate only to the solution proposed by the Bidder asking the clarification and is commercially sensitive.
- 1.38. The bid deadline for the initial 'Opening' for this Open Framework is **31 October 2025 at 5 o'clock.**
- 1.39. The initial 'Opening' for this Open Framework will be for a minimum of 25 calendar days. Following on from this, each evaluation 'Opening' will be open to new or previously unsuccessful Bidders to submit their application.
- 1.40. SCC intends to publish an opening of the 'Admission' stage several times during the lifetime of the Open Framework which will be detailed in the Contract Notice. The Council reserves the right to revise the number of rounds for Admission stage per year at its discretion. Table 1 below sets out the cycle which will apply from October 2025:

Table 1	
Months	Stages
October 2025	Admission Stage
December 2025	Admission Stage

January 2026	Admission Stage
March 2026	Admission Stage
April 2026	Admission Stage
November 2026	Admission Stage
April 2027	Admission Stage
November 2027	Admission Stage
April 2028	Admission Stage
November 2028	Admission Stage
April 2029	Admission Stage
November 2029	Admission Stage
April 2030	Admission Stage
November 2030	Admission Stage
April 2031	Admission Stage
November 2031	Admission Stage
April 2032	Admission Stage
November 2032	Admission Stage
April 2033	Admission Stage
November 2033	Admission Stage
April 2034	Admission Stage
November 2034	Admission Stage

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

- 1.41. SCC intends to evaluate new applications to the 'Admission' stage as detailed in Table 1. Open Framework admission approval will be awarded within 4 weeks, following evaluation of new applications.
- 1.42. The Council reserves the right to revise the number of evaluation Openings for Admission stage per year at its discretion to allow further applicants to apply depending on need and demand.
- 1.43. Please note the Open Framework notice period for each 'Opening' may vary throughout the lifetime of the Open Framework.
- 1.44. Bidders should refer to the published indicative timetable for the most recent 'Opening' dates and evaluation periods.
- 1.45. Any changes to the timetable shall be notified to all Bidders as soon as practicable.

- 1.46. The Council will add successful Bidders to the Open Framework throughout its duration, providing that the Bidders meet the requirements outlined in the Invitation to Tender documents and submit an application that is found to be compliant.
- 1.47. Bidders will be admitted to the Open Framework only for the lot they have been successful in.
- 1.48. Bidders who are unsuccessful in a specific 'Opening' may re-apply to be admitted to the Open Framework in a subsequent or later 'Opening'.
- 1.49. By applying to be admitted to the Open Framework, Bidders are not obligated to bid for services at 'Contracting/Call-off' stage.
- 1.50. There will be no guarantee of work or volume of work given under this Open Framework.
- 1.51. Bidder(s) are expected to examine, and where necessary, respond to all of the papers that comprise the tender documents. Bidder(s) should acquaint themselves fully with the extent and nature of the requirement and their contractual obligations.
- 1.52. Bidder(s) must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Bidder(s) are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process.
- 1.53. Under no circumstances will the Council, or its advisers, be liable for any costs or expenses Bidder(s), their sub-contractors, Suppliers, or advisers incur in this procurement process.
- 1.54. Bidder(s) are solely responsible for obtaining the information that they consider is necessary in order to prepare the content of their tender and to undertake any investigations they consider necessary in order to verify any information the Council provides during the procurement process.
- 1.55. All specifications, plans, drawings, samples and patterns and anything else that the Council issues in connection with this ITT, remain the property of the Council and will be used solely for the purpose of tendering.
- 1.56. The key documents included with this ITT are detailed in the Checklist at Section 11.

Stage 2: Call-off Stage

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

Route 1: 'Requirements' Process (mini competition via Sproc.net)

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

Route 2: Direct Award

1.65. There may be times that the Council reserve the right to contact a single Service Provider, or a specified selection of Service Suppliers. Detailed below is a list of example exception situations in which this may occur:

- In circumstances where there has been no appropriate offer received.
- Where the service is needed urgently/immediately.
- When services are needed in out of core office hours (5pm-9am overnight, Weekends or Bank Holidays).
- Services are needed when Tribunal or appeal process is in progress.
- If the service required is out of the county.
- When the Council wants to add a service user to an existing route.

TENDER TIMETABLE

Stage	Date(s)/time
Date of Dispatch of the Tender Notice	6 October 2025
Issue of Invitation to Tender	6 October 2025
Deadline for Clarifications from Bidders	24 October 2025
Deadline for Response to Clarification	29 October 2025
Tender Submission Deadline	31 October 2025 Tender Submissions received after the Tender Submission Deadline will not be considered unless it can be proven beyond doubt that not meeting the deadline was beyond the Bidder's control. Tender Submissions received 24 hours after the Tender Submission Deadline will be automatically rejected.
Evaluation of Tenders	November 2025

Stage	Date(s)/time
Assessment summaries sent to Bidders	November/ December 2025
Date of publication of Contract Award Notice (Standstill)	November/ December 2025
Expected Contract Award Date	January/ February 2026
Open Framework Commencement Date	1 March 2026

Section 2: Instructions to Interested Organisations

2. INSTRUCTIONS FOR BIDDERS

- 2.1. It is essential to observe and comply with the following instructions in the preparation and submission of your bid. The Council reserves the right to reject a bid that does not fully comply with these instructions.

GENERAL

- 2.2. Notwithstanding the fact that the Council has invited you to tender, the Council makes no representations regarding your financial stability, technical competence or ability in any way to carry out the contract.
- 2.3. The tender must be completed in English.
- 2.4. This contract shall be performed in accordance with and governed by the Contract Terms and Conditions. The successful bidder will be expected to enter into a formal written contract on these terms.
- 2.5. The information in the Tender and any other documents or information to which it refers has been prepared by the Council in good faith. All reasonable endeavours have been made to ensure the Information and Data is accurate and timely. However, it does not purport to be comprehensive or to have been independently verified and the Council does not accept any responsibility for the information or in any other document for its accuracy or completeness and shall not be liable for any loss or damage arising as a result of such information or any subsequent communication. Bidders are expected to carry out their own due diligence checks for verification purposes.
- 2.6. The information in the Tender (or any other documents or information associated with the tender) must not be used for the purposes of training Artificial Intelligence (hereafter referred to as "AI")-based technology without the express written approval of the Council.
- 2.7. The Council reserves the right to terminate the procurement process at any time.
- 2.8. The issuing of this ITT document does not give rise to a contract. The Council is not obliged to award a contract as a result of this procurement.

RECEIPT OF DOCUMENTS

- 2.9. It is the responsibility of the bidder to ensure that all the documents listed in the documentation have been received and are complete in all respects. Submission of tenders must be made via the e-tendering platform from which this tender was issued.
- 2.10. Those providing a tender shall treat the documentation as private and confidential.
- 2.11. Those providing a tender shall not disclose either: -
- the fact that they have been invited to tender or release details of the contract; or
 - details of their bid in whole or in part prior to the award of the contract by the Council; or
 - on receipt of notification that the tender has or has not been accepted as the case may be, other than on an "in confidence" basis to those who have a legitimate need to know or whom they needed to consult for the purpose of preparing the tender.

DECLINE OR INABILITY TO RETURN

- 2.12. If for any reason you are unable to submit a tender or wish to decline to provide a tender, please use 'withdraw your application' function on the e-tendering platform to advise us as soon as possible.

QUALIFIED BIDS

- 2.13. Bids must not be qualified and must be submitted strictly in accordance with the documentation. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other bids.
- 2.14. Only tenders submitted without qualification strictly in accordance with the documentation as issued (or subsequently amended by the Council) will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the bidder concerned will not be consulted. Qualified tenders may be excluded from further consideration unless otherwise provided by law.
- 2.15. The Council reserves the right to invite any Bidder who submits a qualified Tender Submission to remove such qualifications entirely prior to disqualification but is not obliged to do so.

VARIANT BIDS

- 2.16. Variant bids will not be accepted.

TENDER QUERIES

- 2.17. All queries regarding the documentation which may have a bearing on the offer to be made should be raised via the correspondence method in the e-tendering platform.
- 2.18. The deadline for requesting additional information or clarification can be found in the timetable in Section 1 of this ITT.
- 2.19. If relevant, answers to queries will be circulated to all organisations who have registered an interest on the e-tendering platform. We will endeavour to respond to queries as soon as they are received.
- 2.20. Once the final deadline for clarifications is passed, no new questions may be sent in, but you will have a final chance to seek clarification of answers already given.

SUBMISSION OF BIDS

- 2.21. Submission of tenders must be made via electronic submission through the e-Tendering platform in accordance with the timetable as set out in this ITT.
- 2.22. The Council will not accept tenders in any other format without prior agreement and is not bound to agree to accept such tenders.
- 2.23. Please ensure the documents that are defined in the Checklist in Section 11 have been submitted (and where appropriate ensure they have been signed and dated).
- 2.24. You are strongly recommended to commence your tender submission process in sufficient time prior to the closing date and time. The server automatically time/date stamps all submissions. You should bear in mind that depending on the file size of your documents for upload, they may take some time to transfer and upload.
- 2.25. Only one tender is permitted from each Bidder. In the event that more than one bid is received the one with the most recent time and date stamp will be evaluated. All others will be discarded.

E-TENDERING PLATFORM

- 2.26. This tender is being run using an e-tendering platform called Sproc.net. Please note, this is distinct from the Central Digital Platform, operated by the Cabinet Office. Bidders who wish to submit a tender return must do so using the Supplier Network e-Sourcing Portal: <https://www.adamSuppliers.co.UK/surrey-county-council-client-transport-services-2026-2034>
- 2.27. Before completing their Tender Submission, Bidders should ensure that the email address that has been used to register will be checked regularly, as the e-Sourcing Portal will generate automatic notifications to the registered email address whenever there are updates, changes or messages relating to this Procurement. Bidders should also check that their organisation details are correct and up to date.
- 2.28. All technical queries regarding access to, completion and submission of the ITT Documents should be directed to the e-Sourcing Portal Helpdesk using the following contact details:

Log a ticket: Send an email to Support to log a ticket, alternatively they use the Digital Assistant once logged in sproc.net

Email: support@useadam.com

Telephone: 01223 261838

AMENDMENTS TO PROCUREMENT PROCESS OR TENDER DOCUMENTS PRIOR TO THE DUE DATE

- 2.29. At any time after the issue of the Tender documentation and before the closing date for the submission of bids, the Council reserves the right to issue amendments detailing any changes to the Tender documentation or process. Those providing a tender must take these amendments into account in the preparation of their submission.
- 2.30. Bidders must not make any unauthorised alteration or addition to any documentation.
- 2.31. In the event that discrepancies are discovered within the ITT documentation, those providing the tender should raise this as a query within the e-tendering platform as soon as possible.

ACCEPTANCE PERIOD

- 2.32. The Tender will be deemed to remain open for acceptance or non-acceptance for not less than ninety (90) days from the submission of bids. The Council may accept the

Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any bid.

- 2.33. If the Council has not accepted the Tender within the specified period, then the Tender shall remain in force without variation, but those providing a Tender may at any time thereafter give notice in writing ("a Notice") to the Council to withdraw the Tender.
- 2.34. Delivery of a Notice must be made by submitting correspondence via the e-tendering platform.
- 2.35. Upon service of a Notice the Council shall have seven (7) days within which to accept the Tender (not including the day of service) or the tender will be deemed to have been withdrawn. In any event, those providing a tender shall not withdraw the bid except in the manner provided above.

SUFFICIENCY & ACCURACY OF TENDER

- 2.36. Those providing a Tender will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to all matters relating to the scope of the work to be carried out in their resulting submission.
- 2.37. Those providing a Tender are reminded to check the accuracy of their bid prior to submission.
- 2.38. If the Council suspects that there has been an error in the pricing and/or schedule of prices, the Council reserves the right to seek such clarification as it considers necessary from those providing a Tender only.
- 2.39. The Council reserves the right to disqualify incomplete Tenders.
- 2.40. Those providing a Tender shall familiarise themselves with all regulations, bylaws, and all other factors that may affect their Tender.

INCURRED EXPENSES

- 2.41. The Council shall not be responsible for or pay any losses or expenses which may be incurred by those providing a Tender in the preparation and submission of their bid, including (but not limited to) the attendance at any pre or post bid meetings, the delivery of any presentations by those providing a Tender to the Council in relation to their proposal, site visits or other negotiations. This relates equally to whether a bidder is successful or unsuccessful, and if the Council cancels the procurement process at any time.

- 2.42. The Council will not accept claims for additional charges relating to the work made by those providing a Tender or the bidder after acceptance of the Tender if, in the reasonable opinion of the Council, such additional charges should have been established by proper inspection of the bid documentation prior to issue of a tender.
- 2.43. The Council will not accept claims for losses or expenses in the event that the procurement procedure is cancelled.

THIRD PARTY ISSUES

- 2.44. Those providing a tender should provide any potential third parties it appoints to assist with the contract with all necessary technical and commercial information to enable such third parties to accurately tender to those providing the bid.
- 2.45. It is the policy of the Council not to respond to any direct approach from such potential third parties seeking details about a particular ITT.
- 2.46. Those providing a tender must declare the share of any contract they intend to sub-contract and list any proposed third parties in their submission.

PUBLICITY

- 2.47. No publicity or other information relating to this project is to be released by any party invited to tender without the prior written approval of the Council.

HEALTH & SAFETY

- 2.48. The Council is committed to ensuring the health and safety of its citizens, employees, visitors and everyone who uses the facilities and services it provides. The Council expects all Suppliers employed by the Council to demonstrate their ability to operate in accordance with legislation and statutory regulation.
- 2.49. The Health and Safety at Work etc. Act 1974 applies to all work activities and places duties on employers, employees, and the self-employed to ensure the health, safety and welfare of themselves and others who may be affected by their activities, such as members of the public.
- 2.50. The following applies to organisations that are bidding for work to be undertaken in the UK. The bidding organisation must:
- (If it is an organisation with five or more employees) have in place a written health and safety policy as required by Section 2(3) of the

Health and Safety at Work etc. Act 1974 and issue any codes of safe working practices to your workforce. This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

- Ensure that its entire workforce and subcontractors will comply with all relevant health and safety legislation as well as any requirements or instructions from the Council.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

2.51. The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, as a minimum on an annual basis, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

2.52. For further information on employers' health and safety obligations, please visit the Health and Safety Executive website at <http://www.hse.gov.UK/simple-health-safety/index.htm>

2.53. Specific guidance on how to write a policy and risk assessment is available at <http://www.hse.gov.UK/simple-health-safety/write.htm>

DATA PROTECTION ACT (GDPR)

2.54. As a potential supplier to the Council it is a mandatory requirement that the preferred bidder has all necessary measures in place to enable compliance, where applicable, with the relevant contract requirements of data protection legislation (including the General Data Protection Regulation where applicable). If the preferred bidder is not able to demonstrate that it has all necessary measures in place to comply with relevant data protection legislation the Council reserves the right to award the contract to the next highest scoring bidder and so on.

- 2.55. We recommend that you review guidance on the Information Commissioner's website (www.ico.org.UK) in relation to data protection compliance matters to ensure you understand the full scope of data protection requirements.
- 2.56. Bidders are required to complete the Data Protection questions within the Accreditation and Enrolment questionnaire and/or quality questionnaire confirming their ability to comply with the relevant requirements as well as any specific questions asked as part of this Tender.

EQUALITIES

- 2.57. The Council believes that equality of opportunity should be a guiding principle in all of its activities. It is opposed to any form of discriminatory practices on grounds including:
- age
 - disability
 - gender reassignment
 - marriage and civil partnership
 - pregnancy and maternity
 - race
 - religion or belief
 - sex
 - sexual orientation
- 2.58. The Council expects all Suppliers employed by the Council to demonstrate their ability to operate in accordance with legislation and statutory regulation. As a result of this commitment, Equalities may be included in evaluation criteria for procurement processes and the Council will monitor contracted Suppliers. The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, as a minimum on an annual basis, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

SUPPLIER CODE OF CONDUCT

- 2.59. The Council believes that its supply chain plays a vital role in making a positive contribution to its communities and society. Procuring in an ethical, fair, responsible and sustainable way which allows us to work with successful bidders to align with our policy objectives is a priority.

- 2.60. The Council has developed a Supplier Code of Conduct (Appendix 5) which embeds these policy objectives and provides a detailed expectation of our supply chain. The Code of Conduct provides practical examples of steps that can be taken. The Code of Conduct aims to move beyond legislative or regulatory compliance to a collaborative relationship which delivers positive outcomes as a result of our supply chain activity.
- 2.61. Bidders are required to confirm in the Bidder Warranties via the e-sourcing portal that they agree to comply with the Code of Conduct as far as it is relevant to the contract requirement.
- 2.62. Where relevant the Council will include specific requirements aligned to the Code of Conduct requirements and policy areas. This may be in the form of minimum requirements, standards or accreditations, specification requirements and qualitative tender criteria. These may be related to one, some or all of the following policy areas:

MODERN SLAVERY

- 2.63. The Council is committed to tackling the risk of modern slavery in our operations and supply chains. Modern slavery is an umbrella term used to describe a range of exploitative practices including slavery, servitude, forced labour or compulsory labour, and human trafficking. The Council's approach to this issue includes a commitment to ensuring that people are not subjected to exploitation anywhere in our operations and supply chains.
- 2.64. As part of our own due diligence, the Council may require that potential suppliers have appropriate policies and procedures in place to prevent and respond to modern slavery risks. Where the Council identifies high-risk areas within its own supply chain, it may adopt measures such as supply chain mapping on associated contracts to progress understanding of risks in relation to suppliers and their own organisation and supply chains.

ENVIRONMENTAL SUSTAINABILITY

- 2.65. The Council has an ambition that our residents live in clean, safe and green communities and we recognise that a healthy and properly functioning natural environment is the foundation of economic and employment growth, prospering communities and personal wellbeing.

- 2.66. The Council has identified that substantial opportunities exist for carbon reduction and minimising other environmental impacts within their supply chain. Potential suppliers will be required to demonstrate their commitment to the Council's Climate Emergency declaration and Net Zero commitments.
- 2.67. The Council has developed a shared Environmentally Sustainable Procurement Policy with the other Orbis partner Councils highlighting expectations from our suppliers which we encourage bidders to read ahead of answering the Environmental Sustainability criteria contained within this tender. The policy aims to build environmental considerations into our procurement activities, where relevant and appropriate, through four interconnected focus areas:
- Climate Change Mitigation and Adaptation;
 - Prevention of Pollution;
 - Sustainable Resource Use and Consumption; and
 - Protection and Restoration of Biodiversity.
- 2.68. The Environmentally Sustainable Procurement Policy can be accessed here:
- SCC: [Orbis Environmentally Sustainable Procurement Policy](#)

ENVIRONMENTAL ISSUES

- 2.69. The Council aims to continually improve its environmental performance by:
- Complying with all relevant current and foreseen statutory regulations that impact on purchasing and specifying that Suppliers do the same;
 - Managing waste through reduction, reuse and recycling and by using refurbished and recycled products and materials where such alternatives are available;
 - Encouraging and persuading Suppliers to investigate and introduce processes and products that reduce the impact on the environment;
 - Specify, wherever possible, environment-friendly products or services, defined according to their environmental performance and the production process used;
 - Ensuring that any products derived from wildlife such as timber, plants and leather goods are from sustainable sources, and comply with EU and international trading rules such as CITES (the Convention on International Trade in Endangered Species);
 - Making use of environmental labels issued through eco-labelling schemes to help identify environmentally preferable products;
- 2.70. The Council expects all Suppliers employed by the Council to demonstrate their ability to operate in accordance with legislation and statutory regulation. The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, as a minimum on an annual basis, by means of performance management, policy checking, validation of accreditations, site audits or any other method it deems appropriate.

SOCIAL VALUE

- 2.71. Delivering Social Value is about embracing a culture of civic leadership and delivering additional value over and above the core requirements / outcomes outlined in the Specification. The Council will be actively seeking bidders who share this commitment to Social Value and who are willing to work proactively to deliver Social Value.
- 2.72. The Council looks to achieve Social Value from all goods, works and services that it procures. Social Value is a fundamental part of assessing value for money and determining the most economically advantageous tender. It is increasingly important that the Council's supply chain shares and contributes to our goals for meeting these goals.

ACCESSIBILITY

- 2.73. The Council is committed to making our services and products accessible to the widest possible audience, irrespective of any disability they may have. We are continually working to improve the user experience for everyone and applying the relevant accessibility standards.
- 2.74. As such these Procurement Documents include relevant minimum requirements and standards and where applicable these are included in our tender evaluations, accreditation and enrolment criteria and award criteria. Details of the Councils Accessibility Statement/s can be found here:
- Surrey: [SCC Accessibility statement](#)

CONFLICT OF INTEREST

- 2.75. Bidders will need to satisfy the Council that they are able to undertake the work without any conflict of interest, whether that be current, potential or perceived.
- 2.76. The Council may exclude the bidding organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
- 2.77. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the bidding organisation to inform the Council, detailing the conflict in a separate Appendix within your bid. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for a bidding organisation.

CANVASSING

- 2.78. It is an offence to seek to influence any of the Council's Members, Officers or Representatives in relation to the acceptance or preparation of this tender. Any attempt to canvass support for a particular tender, to provide unsolicited information or to amend or qualify the bid in any way, could result in disqualification of the tender and potential exclusion from future tender opportunities.

COLLUSION

- 2.79. Applicants shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to the procurement exercise or submit an excessively high price or an otherwise unattractive or non-compliant offer nor enter into any price fixing agreement with any other person in respect of this procurement.

BRIBERY AND CORRUPTION

- 2.80. Applicants shall not, in connection with this procurement process or the proposed contract:
- Offer any inducement, fee, reward to any officer or member of the Council;
 - Do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or the Bribery Act 2010.
- 2.81. If the applicant or any employee of any applicant or any third party acting on behalf of any applicant commits an act as detailed in the three points above or offers, promises, or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other applicant in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, the Council may:
- Immediately exclude that Applicants offer from consideration;
 - Exclude that applicant from future procurement exercises;
 - Terminate any contract entered into with that applicant; and
 - Recover from that applicant the reasonable costs of re-running this procurement exercise and any consequential loss which results for any delay in letting a contract.

FALSE DECLARATION

- 2.82. If it is found that a Bidder has made a false declaration or submitted incorrect information, the Council shall be entitled to exclude that Bidder from further consideration in the procurement process and, if a Bidder has been awarded a contract pursuant to this procurement, to terminate that contract. This right shall continue notwithstanding the execution of the contract by the persons submitting the Tender to the Council and notwithstanding any "entire agreement" clause in that contract.

If a Bidder uses AI-based technology to respond to any part of this procurement (including but not limited to, the PSQ, quality or technical questionnaire and pricing

schedule) it is the Bidders responsibility to ensure that any information or proposals submitted are a true and accurate statement of the Bidders capability, standing and capacity. The Council reserves the right to undertake due diligence to verify Bidders proposals and may exclude that Bidder (or terminate the contract if it has been awarded) if it is found that false or incorrect information was provided) as stated in 2.83.

WHISTLEBLOWING

2.83. The Supplier shall comply with the Council's whistle blowing procedure which ensures that employees of the Supplier are able to bring to the attention of a relevant authority: malpractice, fraud and breach of laws on the part of the Supplier or any subcontractor without fear of disciplinary and other retribution or discriminatory action.

- [SCC Our counter fraud initiatives and strategies](#)

2.84. Suppliers and their employees may wish to acquaint themselves with the implications of the procedure for them. Supplier's employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.

FREEDOM OF INFORMATION

2.85. The Council is subject to requests for information held under the Freedom of Information Act 2000 (FoIA). Bidders should read and complete the Declaration of Information Considered Commercially Sensitive form in the appendices section in relation to any information they feel should be considered exempt under the FoIA. This declaration should not be taken as confirmation that this information will not be released under the FoIA.

TRANSPARENCY

- 2.86. The Council may be required to publish information on your performance against the contract under the Procurement Act 2023 which includes but is not limited to Key Performance Indicators (KPIs).
- 2.87. The Council may be required to publish a redacted version of the contract under the Procurement Act 2023.
- 2.88. The successful supplier will be expected to cooperate with the Council in complying with its transparency and regulatory requirements, including but not limited to The Local Government Transparency Code 2015 and Procurement Act 2023. The Council will have the final decision on what information must be published in order to meet these obligations.

INFORMATION FOR CONSORTIUM AND USE OF SIGNIFICANT SUBCONTRACTORS

- 2.89. As described below each Consortium must identify a Lead Bidder and this Lead Bidder must complete the ITT Questions on behalf of the Consortium. They must set out clearly the specific role of each of the Organisations involved.
- 2.90. The Council may not permit the Consortium members to change at a later stage without revisiting the ITT assessment process. Bidders must therefore give careful thought as to the relationship of the various Organisations put forward in response to the Invitation to Submit a Tender.
- 2.91. The Council does not require Consortia to form legal entities at this stage, although the Council will require legal entities to be formed prior to any award of the Contract so as to assume joint and several liability.
- 2.92. In the event that a Bidder proposes a change in the membership of its Consortium following the submission of the ITT, the Lead Bidder must immediately inform the Council of such change (both additional members and departing members). This will allow the Council to reassess the Bidder's changed response to the ITT. By responding to the ITT all other Bidders shall be deemed to have consented to such future changes in the other Bidder's Consortia. The Council reserves the right to refuse to consider or consent to changes in Consortia and/or to deselect any Bidders whose proposed change means that they no longer meet the Council's Minimum Standards identified in the Tender documentation and/or if any proposed change would have an effect on the ranking of Bidders selected to be invited to Tender.
- 2.93. In summary:
- Each Consortium must nominate a Lead Bidder for the purpose of completion of their tender documents;
 - Any Consortium must make clear its proposed constitution and structure and the relationships between Organisations;
 - If Bidders intend to form Consortia, the ITT information must be submitted including information for EACH Organisation to the extent applicable;

TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) (TUPE) & PENSIONS

- 2.94. Interested organisations should be aware that the Council considers that TUPE may apply to some of the Services included in this procurement. **Bidders should note that this is the Councils opinion based on the available information and they should make their own determination.**

- 2.95. Bidders will be expected to comply with all aspects of the TUPE legislation where applicable. Therefore, the following information is provided to ensure bidders are aware of the potential implications.
- 2.96. The Council envisages that eligible staff working on the current services shall transfer to the Supplier/s or its subcontractors, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") along with the Services.
- 2.97. These employees are currently employed by the incumbent Suppliers (Third Party Employees).
- 2.98. Provisional lists of the Suppliers & Third-Party Employees will be issued to Bidders following submission of a signed Confidentiality Agreement which is to be sent to the Council via the e-tendering platform. This document is available in the appendices section of the ITT. TUPE information will only be issued to bidders during the Invitation to Tender stage.
- 2.99. The Council cannot give any guarantees as to the accuracy of employee information provided by current incumbent Suppliers regarding Third Party Employees.
- 2.100. The Bidders should make their own enquiries, take their own view and seek their own independent advice on the application of TUPE before bidding, as, by submitting a tender, bidders are deemed to have satisfied themselves as to the sufficiency of the TUPE information to enable them to complete their tender.
- 2.101. Bidders should not place any reliance on the information given to them by the Council and must obtain their own independent professional advice.
- 2.102. The Council accepts no liability whatsoever for any losses, damages or any other costs as a result of the aforesaid regulations.

DISCLOSURE AND BARRING SERVICE

- 2.103. Where the Supplier is providing the Services where their employees/representatives have regular contact with children or vulnerable adults they are carrying out a Regulated Activity or Controlled Activity and as such will be subject to a DBS check at the Suppliers cost.
- 2.104. The Supplier should satisfy themselves as to the meaning of a Regulated Activity and a Controlled Activity which are defined in the Safeguarding Vulnerable Groups Act 2006.

2.105. The Council understands that a Regulated Activity is any activity which involves contact with children under 18 or vulnerable adults that is carried out in a specified place frequently or intensively. The Council understands frequent to mean once a week or more and intensive to mean three or more days in a 30-day period or overnight.

2.106. Prior to delivery of the Services the Supplier shall ensure that all staff placed upon this contract hold valid Authorised ID Badges issued by the Council. This clearance includes the appropriate DBS check is in place to undertake Regulated Activity.

Section 3: Terms and Conditions of the Contract

3. TERMS AND CONDITIONS

- 3.1. This contract will be awarded using the overarching Terms and Conditions for an Open Framework set out in the attachment on the e-tendering system with this ITT (Appendix 4).
- 3.2. **The Contract is not open for negotiation. By submitting a response to this ITT, Bidders are agreeing to be bound by the terms of the tender documents and the terms and conditions of the Contract without further negotiation or amendment. Tenders must be submitted on the basis that the terms of the Contract are accepted.**
- 3.3. Some non-material variations may be required to the final terms subject to clarifications during the tender process and the submissions received.

Section 4: Specification and Requirements

4. SPECIFICATION AND REQUIREMENTS

- 4.1. The specification and requirements are included in the attachment on the e-tendering system with this ITT (Appendix 1).

Section 5: Contract Management and Performance

5. CONTRACT MANAGEMENT AND PERFORMANCE

- 5.1. For details of how the contract will be managed, from mobilisation to exit as well as details of performance management please see the attachment on the e-tendering system with this ITT (Appendix 9).

Section 6: Evaluation Criteria & Methodology

6. EVALUATION AND ENROLMENT CRITERIA AND METHODOLOGY

CENTRAL DIGITAL PLATFORM

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

ACCREDITATION AND ENROLMENT CRITERIA



If you are not able to evidence that you meet the Accreditation and Enrolment criteria when requested your application will be rejected.

- 6.7. These requirements relate to the minimum levels of business standing or capability required by the Council. They are assessed on a pass/fail basis to determine whether a Bidder does or does not meet the minimum mandatory requirement. The Council's minimum requirements or compliance are detailed further in the Procurement Specific Questionnaire.

Part 1 - Accreditation Questionnaire	
Part 1	
Preliminary questions	For Information Only
Confirmation of Core Supplier Information	Pass / Fail
Part 2 – Enrolment Questionnaire	
Company Information (including Mandatory and Discretionary exclusion grounds)	Pass / Fail
Additional Exclusions Information (including Associated persons)	Pass / Fail
List of all intended sub-contractors (if applicable)	Pass / Fail
Financial Capacity (including Economic and Financial Standing)	Pass / Fail
Insurance Cover	Pass / Fail
Legal Capacity	Pass / Fail
Technical Ability – Contract Examples and Relevant Experience (Case Studies)	Pass / Fail
Proven track record and extensive knowledge and experience of providing services relevant to the requirement.	
Supply Chain Payment	Pass / Fail
Health and Safety	Pass / Fail
Modern Slavery	Pass / Fail
Conflict of Interest	Pass / Fail

Social Value	Pass / Fail
Data Protection	Pass / Fail
Code of Conduct	Pass / Fail
Contract Management	Pass / Fail
DBS Information	Pass / Fail
Environmental Policy	Pass / Fail
Licence Information	Pass / Fail
Safeguarding Policy	Pass / Fail
Safer-Employment Policy & Guidance	Pass / Fail
Quality Questionnaire Lot 1 – Mandatory	Pass / Fail
Quality Questionnaire Lot 1 – Discretionary Questions	Scored questions
Quality Questionnaire Lot 2 – Experience	Pass / Fail
Quality Questionnaire Lot 2– Discretionary Questions	Scored questions
Quality Questionnaire Lot 3– Discretionary Questions	Scored questions
Part 3 – Onboarding	
Onboarding session (face to face or virtual)	Attendance Mandatory
Application for Authorised ID badges for drivers and passenger assistants	Mandatory
Final confirmation of licenses and insurances	Mandatory

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

Term	Typical Characteristic
Fail	Bidder's submission fails to demonstrate appropriate understanding of our service requirements and operational delivery. The Bidder may not be of suitable standing to fulfil the contract or operate in compliance with legislative requirements. The information provided does not address or only partially meets the Council's requirements / evaluation criteria as detailed above.

Pass	Bidder's submission demonstrates, complies with, and evidences the Council's requirements / evaluation criteria / legislative compliance as detailed above at a reasonable to high standard.
------	--

MINIMUM REQUIREMENTS & STANDARDS

- 6.9. These requirements relate to the minimum levels of regulatory or standards compliance as set out in the Specification. Bidders are requested to review the Procurement Documents and any relevant appendices and confirm that they are able to meet or will be able to meet these minimum requirements and standards if their bid is accepted by the Council.
- 6.10. This is assessed on a pass/fail basis to determine whether a Bidder will or will not meet the minimum requirements.
- 6.11. If the tender receives a fail or does not achieve the minimum score for any question, the Tender may be rejected, unless further assurance can be gained. The Council reserves the right to ask for additional clarifications to moderate evaluations and to complete due diligence.

EVALUATION OF QUALITY QUESTIONNAIRE

- 6.12. Bidders who successfully gain a pass in all pass/fail elements will then have their submission assessed for quality against the award criteria.
- 6.13. The award criteria (and any sub-criteria) at point of joining an Open Framework are weighted as follows:

Criteria (Quality Response)	Weighting Available
Accreditation and Enrolment Criteria	Pass/ Fail
Lot 1 Quality Criteria Mandatory & Discretionary Questions	60%
Lot 2 Quality Criteria Experience	Pass / Fail
Lot 2 Quality Criteria Discretionary Questions	30%
Lot 3 Quality Criteria Discretionary Questions	10%

Quality Weighting Total.	100%
---------------------------------	-------------

6.14. The award criteria (and any sub-criteria) at 'Call off' Stage are weighted as follows:

Criteria (Quality Response) at the point of joining an Open Framework	Weighting Available
Price Criteria	95%
Enrolment Quality Criteria	5%
Quality Weighting Total.	100%

AWARD CRITERIA

6.15. All Service Suppliers who are enrolled to a Service Category will be able to submit an Offer against a Requirement.

6.16. The Council, for each individual Requirement via the Open Framework, will follow the following award criteria:

- Price: 95%
- Enrolment Quality Score: 5%

6.17. The quality evaluation score assessed at the time of Enrolment will be recorded in the SProc.Net system. When suppliers bid on Requirements, the final offer price submitted, and the quality score embedded in SProc.net will be used to rank the suppliers (please refer to the Operational guide (Appendix 2) on <http://demand.sproc.net> for more information).

SOCIAL VALUE EVALUATION

6.18. Tenders will be evaluated using the bidder's submission of the Social Value Pass/ Fail question.

6.19. Proposals received in response to this Procurement will be evaluated on the basis of the Bidder's commitment to delivering Social Value in the local area.

CLARIFICATIONS

6.20. During bid analysis, the Council shall be allowed to request from Bidders any clarification(s) and/or information(s) needed to evaluate the bids, including but not

limited to business standing, technical and commercial responses but shall not be permitted to request or permit any Bidder to supplement or change the substance or price of their bid.

- 6.21. Failure to respond within the stated time to any clarification may result in your submission being rejected.
- 6.22. In addition, as part of the evaluation process the council reserves the right to invite bidders to attend a clarification meeting, if required.
- 6.23. We will invite the highest scoring bidders to attend a clarification meeting (the ultimate number will depend on the closeness of initial evaluation scores).
- 6.24. You are responsible for all your expenses when attending such meetings (whether virtual or in person).
- 6.25. The meeting will be held to gain clarification on areas of the bid submitted. The content of the meeting will not carry its own weighting, but the information given will provide the Council with the clarity to moderate the scores given by the evaluation panel in respect of the written Tender.
- 6.26. The meeting, if required, will last approx. 1 - 1½ hours in total, depending on amount of clarification and questions needed.
- 6.27. Bidders must ensure they are able to attend as an alternative may not be offered. Bidders should include members of the team who will be responsible for the delivery of the contract and service.
- 6.28. The date and time of the meeting will be sent to shortlisted bidders as soon as possible after initial evaluation of bids along with any additional instructions. The meeting will be held virtually via Microsoft Teams or at the Councils main headquarters.

Section 7: Quality Questionnaire

7. QUESTIONNAIRE: QUALITY RESPONSE

- 7.1. Please complete all questions set out in Enrolment criteria section on the e-tendering system.
- 7.2. **Bidders should ensure that each point in the quality questionnaire is responded to, stating comprehensively how the particular quality point is to be achieved, but Bidders should not feel limited to addressing only those points in the quality questionnaire if it is relevant to the criteria and delivery of the service.**
- 7.3. Please do not provide a blanket method statement to the quality questionnaire.
- 7.4. Any information provided must be clearly cross-referenced to assist evaluation. Any assumptions made by the Bidder must also be stated.
- 7.5. Where the Bidder is proposing to use AI-based technology to deliver any aspect of the contract, the Council reserves the right to undertake additional due diligence in relation to the Bidders ability to meet the requirements and proposed standard and that the use of AI-based technology complies with the Councils Public Sector Equality Duty, the Data Protection Act 2018 and UK GDPR.
- 7.6. Bidders should ensure that their response adheres to the page, word or character limits for each point. Any unsolicited information or promotional information will not be evaluated.
- 7.7. Bidders should not include additional appendices, marketing material, etc. unless specifically requested by the Council. Any unsolicited information will not be evaluated.
- 7.8. Please ensure you read all of the invitation to tender document before completing this questionnaire and refer to it accordingly when completing the questions.
- 7.9. This part of the ITT requires a full response. You may refer to experience and solutions you have provided in other contracts, but these must only be used where these will also be part of the proposal offered to the Council.
- 7.10. If you have any doubt as to what is required, please communicate this to the procurement lead officer, via the Tender Queries process outlined in this ITT document.

Section 8: Pricing Submission at Call Off stage

8. PRICING SUBMISSION

- 8.1. Please complete price for a specific route(s) that you are applying for.
- 8.2. Bidders should complete all price Requirements on Sproc.net. This will include daily rate and PA daily rate (if required); any pricing which is not completed for a particular activity will be taken as being provided for within other costs.
- 8.3. The Supplier shall procure any and all such services or facilities as may be required to facilitate the performance of the Service pursuant to the Specifications. For the avoidance of doubt, the costs or charges for any such services or facilities shall be deemed to be included in the charges tendered.
- 8.4. The service standards specified in the Procurement documents and terms and conditions represent the standard that the Council currently requires. In addition, the pricing schedule specifies certain works / products to be priced. The price inserted by the bidder must reflect this standard and no attempt should be made by the bidder to anticipate future change. However, the Council reserves the right to make non-material changes to the service described in the specification through consultation with the Supplier.
- 8.5. Any additional costs not stated in the Pricing Schedule will not be accepted unless prior written approval is received from the Authorised Officer.
- 8.6. Bidders must not make any changes or amendments to the formulas within any spreadsheet; any unauthorised changes may lead to the bid being rejected. If a bidder discovers an error in the spreadsheet or formulae this should be notified immediately to the Council via the Councils e-Tendering Portal.

PRICE AND PAYMENT

- 8.7. Prices should be quoted in £GBP unless stated otherwise.
- 8.8. Value Added Tax will be paid, if applicable, at the prevailing rate of the day.
- 8.9. All subcontractors and suppliers used in the delivery of this contract by the Supplier should be offered equivalent or better terms for payment.

- 8.10. Payments will be made to the successful Supplier at the agreed rates, in GB pounds sterling, which are fixed prices and will not vary according to the situation and circumstances, unless agreed by the Council or its Authorised Officer.
- 8.11. Your organisation must be able to send and receive invoices and payment electronically.
- 8.12. No price variations shall be implemented by the Supplier without the written acceptance of such variations by the Council. Changes to the Price will only become effective when agreed and accepted in writing by the Council's Authorised Officer.

Section 9: Social Value

9. SOCIAL VALUE

- 9.1. The Council has a diverse and broad number of communities, both rural and urban and the needs and priorities of each are sometimes different. Some areas have high levels of deprivation whilst others are more isolated and require a different need to be addressed. The Councils supply chain forms a vital part of the delivery of services and also accounts for a large % of the Councils budget. We therefore see Social Value as an important contributor to ensuring that the money we spend creates additional value and positively affects social, economic and environmental needs specifically to the county.
- 9.2. We have therefore, to aid bidders in directing and optimising their Social Value offer, provided information on key initiatives or organisations within the county relevant to this procurement.
- 9.3. Bidders' attention is drawn to the Councils priorities in detailed in this ITT document, Suppliers Code of Conduct and the Specification, to determine the Social Value proposals which most closely align with the objectives of this procurement and contract.
- 9.4. The Council's has produced their [Social Value Priority areas 2021 to 2026](#). It outlines how delivering social value in Surrey will maximise positive impact. We encourage bidders to familiarise themselves with the priority areas, along with the [Council's Social Value Policy](#).
- 9.5. The Council invites Bidders to use the Community Marketplace to aid with their Social Value Submission:
- [Surrey Community Marketplace](#)
- 9.6. The Community Marketplace is a portal which allows the Public, Private and Social sectors in Surrey to work together to share resources and improve the social, economic and environmental wellbeing of our residents and local communities.
- 9.7. Bidders can respond to requests from the local community and include it within their Social Value bid.
- 9.8. The Community Marketplace is a non-financial provision for achieving Social Value.

- 9.10. Use of the Community Marketplace is not mandatory for your bid. You are encouraged to submit proposals within the Orbis Social Value Measurement Charter that meet an existing and defined need or that you have existing link through which to deliver these benefits. However, any relevant commitments must be posted to these portals.

Section 10: Local Government Reorganisation (LGR)

- 10.1. Central Government recently published a White Paper on the topic of devolution (the de-centralisation of government power to local or regional authorities).
- 10.2. The White Paper proposed the creation of more Mayoral Strategic Authorities in areas that don't currently have one – like Surrey.
- 10.3. This approach means that additional power is given to the local communities who know their areas best, giving them more control over decision making and implementation of services.
- 10.4. There is a two-tier system of local government in Surrey, the county council and 11 district and borough councils. Generally, the county council is responsible for the more strategic functions and services such as education and social care whereas the districts and boroughs provide more local services. Some functions are shared between county and district.
- 10.5. On 5 February 2025, the Government confirmed that Surrey is on the accelerated programme for Local Government Reorganisation.
- 10.6. Government asked us to submit an interim proposal by 21 March 2025 which we did and the final plan by 9 May 2025, which has also been submitted. Government will make a decision on the best option for Surrey by Autumn this year.
- 10.7. It is expected that elections to new 'shadow' unitary council(s) will take place in May 2026, followed by the official 'vesting day' in April 2027, where the unitary council(s) will officially take hold, and existing councils will dissolve.
- 10.8. Once LGR has taken place it is then expected that devolution will follow: either through establishing a Mayoral Strategic Authority, enabling further devolution across Surrey, or through joining a neighbouring Mayoral Strategic Authority.
- 10.9. As a result of this change to our legal entity, we have proposed additional novation clauses in our terms and conditions.
- 10.10. The Council may assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement on the same terms and conditions to any Other Contracting Authority or to any other body/bodies including any private sector body/bodies which substantially performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Council and shall give notice of such assignment, novation or disposal to the Service Provider. The Service shall, at the Council's request, enter into a novation agreement in such form as

the Council shall reasonably specify in order to enable the Council to exercise its rights pursuant to this Clause.

Section 11: Checklist

Document Name	Action Required by Bidder
Invitation to Tender document (this document)	No this is for your information only.
Terms and Conditions (Appendix 4)	No this is for your information only.
Specification (Appendix 1)	No this is for your information only.
Operational Guide (Appendix 2)	No this is for your information only.
Application Guide (Appendix 3)	No this is for your information only.
Contract Management Schedule (Appendix 9)	No this is for your information only.
Accreditation and Enrolment Questionnaires	Yes, this needs to be completed via e-Sourcing Portal as part of your tender.
Quality Questionnaire (Lot specific)	Yes, this needs to be completed via e-Sourcing Portal as part of your tender.
Bidders Warranties	Yes, this needs to be completed via the e-Sourcing Portal.
Declaration of Commercially Sensitive Information	Yes, this needs to be completed via the e-Sourcing Portal.
Parent Company Guarantee / Performance Bond	For information only at tender stage. Successful Bidders may be required to enter into (subject to outcome of financial assessment).
Orbis Supplier Code of Conduct (Appendix 5)	Yes, this needs to be completed via the e-Sourcing Portal. Review and confirm acceptance in Bidder Warranties document.
Data Protection Schedule (Appendix 10)	Yes, this needs to be completed via the e-Sourcing Portal.
Sustainability Policy (Appendix 6)	No this is for your information only.
Equipment Policy (Appendix 7)	No this is for your information only.
Vehicle Categories (Appendix 8)	No this is for your information only.
Code of Conduct for Drivers and Passenger Assistants (Appendix 11)	No this is for your information only.
Central Digital Platform Associated Persons Information	Yes, this needs to be completed via the e-Sourcing Portal.
Community Transport Organisation	Yes, this needs to be completed via the e-Sourcing Portal.
Contract Examples	Yes, this needs to be completed via the e-Sourcing Portal.
Core Supplier Information from Central Digital Platform	Yes, this needs to be completed via the e-Sourcing Portal.
CQC Registered Organisation	Yes, this needs to be completed via the e-Sourcing Portal.
Declaration Statement	Yes, this needs to be completed via the e-Sourcing Portal.
Employer's Liability Insurance	Yes, this needs to be completed via the e-Sourcing Portal.

European Single Procurement Document	Yes, this needs to be completed via the e-Sourcing Portal.
Financial Documentation	Yes, this needs to be completed via the e-Sourcing Portal.
Hackney Carriage Driver Licence	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Lot 1 Standard - Quality Assessment Template	Yes, this needs to be completed via the e-Sourcing Portal.
Lot 2 Enhanced Needs - Experience References	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Lot 2 Enhanced Needs - Quality Assessment Template	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Lot 3 Complex (Health) - Quality Assessment Template	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Medical Malpractice insurance	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Private Hire Operator Licence 1 - 10	Yes, this needs to be completed via the e-Sourcing Portal.
Public liability Insurances	Yes, this needs to be completed via the e-Sourcing Portal.
Public Service Vehicle Operator Licence	Yes, this needs to be completed via the e-Sourcing Portal.
Sub-Contractor Information	Yes, this needs to be completed via the e-Sourcing Portal. (if applicable)
Vendor Information	Yes, this needs to be completed via the e-Sourcing Portal.