

**Instructions To Tenderers
Home to School Transport
Fonthill Gifford and Hindon to Gillingham
School,
June 2017**

IMPORTANT NOTE

**Only responses submitted through
“Supplyingthesouthwest.org.uk” for this
contract opportunity will be accepted. No postal,
e-mail or hand delivered tenders will be
accepted. For more information please read the
instructions to Tenderers.**

June 2017

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1 INSTRUCTIONS TO TENDERERS

1.1 General

- 1.1.1 The Authority invites tenders for the provision of Services in accordance with these Instructions to Tenderers (ITT).

1.2 Procurement timetable

The Authority proposes the following timetable for the award of the Contracts:

<u>Activity</u>	<u>Date</u>
Dispatch of Tender Advert	07/03/2017
Deadline for the submission of documents through the Supplyingthesouthwest Portal.	12:00noon–7th April 2017
Contract Commencement	1st June 2017

The Authority reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable through the Supplyingthesouthwest Portal.

1.3 Tender submission

- 1.3.1 The Tenderer must complete and return the following documents (which must be submitted in English) in their Tender:
- Responses must be submitted through the Supplyingthesouthwest Portal
 - Responses to all information requested and relevant fields within the Supplyingthesouthwest Portal must be completed.
 - Price for each route/option the tender wishes to bid for must be completed for the correct rate and entered into the relevant “specification breakdown” field.
- 1.3.2 Responses to ITTs submitted will be treated as sealed bids. Responses will not be opened until after the deadline for the tender exercise. Applicant Organisations can therefore review, amend and resubmit their responses to the ITTs up until the closing date for tenders to be submitted.
- 1.3.3 Responses will be automatically acknowledged when they are submitted for the first time. This acknowledgement only confirms receipt and does not confirm that any part of their submission is compliant with the tender instructions. We will assess the latest submitted response after the closing date.
- 1.3.4 No tender received after the time and date specified and/or provided other than in accordance with 1.3.1 shall be accepted or considered under any circumstances.
- 1.3.5 The Authority may in their absolute discretion refrain from considering any Tender if:
- the Tender is not in accordance with the Instructions to Tenderers this document) and all other provisions of the Tender Documents; or

the Tenderer submitting the Tender makes or attempts to make any qualification or variation to the terms of the Tender Documents save where a variation or alteration is invited or permitted by the Authority; or the Tender contains gaps or omissions.

- 1.3.6 Should any additions or deletions to the Tender Documents be considered necessary prior to the date for submission of Tenders, these will be issued by the Authority to all Tenderers and will be deemed to then form part of the Tender Documents. The Authority reserves the right to extend any date for submission of the Tenders accordingly.
- 1.3.7 If the Authority suspects that there has been an error in the pricing of the supply of the Services the Authorities reserve the right to seek such clarification as it considers necessary from that Tenderer only.
- 1.3.8 The Services to be provided will be ascertained with reference to the Specification and other documents listed in the accompanying Form of Tender. The price of supplying the Services to be provided shall be the fully inclusive cost of supplying the Services and fulfilling all of the obligations of the Supplier under the documents listed in the accompanying Form of Tender. Without limitation to the foregoing the price shall include the following, together with any costs in connection therewith:
- i. Labour (including, for example, such costs as: salaries, overtime, subsistence, travelling, insurance, pensions, bonuses, accommodation etc.)
 - ii. Establishment charges, administration costs, overheads, disbursements and profit.
 - iii. Non re-chargeable staff.
 - iv. Materials, goods and consumable supplies.
 - v. Vehicles.
 - vi. Computer hardware and software and any licence fees.
 - vii. Office equipment.
 - viii. Communications, postage, printing and general presentation materials.
 - ix. Compliance with all obligations in the Standard Terms and Conditions accompanying these Instructions including audit monitoring and financial requirements.
- 1.3.9 A Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates as stated in the Pricing Schedule which shall cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.
- 1.3.10 The Authority is not bound to accept the lowest or any tender. Where the Authority has asked for various elements to be priced the Authority may take up any, all, or none of these.
- 1.3.11 Any Tender in respect of which the Tenderer:

- has directly or indirectly canvassed any official of the Authority; or
- obtained information from any other person who has been contracted to supply goods or provide services or works to the Authority concerning the award of the Contract; or
- who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
- fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Authority the amount or approximate amount of the prices shown in the Pricing Document except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
- offers to agree to pay to any person having direct connection with this Tender process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender, any act or omission; or
- in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,
- shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Tenderer may attract.

1.3.12 The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

1.3.13 All information supplied by the Authority in connection with this ITT shall be treated as confidential by Tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.

1.3.14 The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the Authorities and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Authorities upon demand.

1.3.15 The Council does not bind itself to accept the lowest or any tender and reserves the right not to make an award or award part of the contract.

1.4 Variant Bids

- 1.4.1 Tenderers may submit combined or alternative bids using the attached "Variant Bid Form" to:
- Combine different contracts
 - Propose alternative timetables for each option,
- 1.4.2 Where a Tenderer proposes a variant bid they must have submitted a valid response within the "Specification Breakdown" for the elements they wish to be considered for in their alternative or combined proposal. Cost definitions are:
- NET SUBSIDY** base contract, the price submitted should be based on all revenue collected on or attributable to the service being retained by the operator.
 - COST** base contract, the price submitted should be based on all revenue collected on or attributable to the service being returned to the Council.
- 1.4.3 Submissions must be made on the attached Variant Bid form and submitted through the Pro-contract system with their response.

1.5 Clarification and queries

- 1.5.1 There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents and Pro Contract will be answered.
- 1.5.2 Should any prospective Tenderer have any query in connection with any of the Tender Documents, they must direct all enquiries to:

Mail to: david.gillett@wiltshire.gov.uk

1.6 Warranties and disclaimers

- 1.6.1 In submitting a Tender the Tenderer warrants and represents and undertakes to the Authority that:
- 1.6.2 it has not done any of the acts or matters referred to in Section 1.3.11 of this ITT and has complied in all respects with this ITT;
- 1.6.3 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
- 1.6.4 it has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the Authority;
- 1.6.5 It is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such

circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Authority) which may adversely affect such financial standing in the future;

- 1.6.6 by the date on which the Contract commences and during the period of the performance of the Contract, it will procure that it has sufficient working capital, skilled staff, equipment, machinery and other resources available to provide the Services in accordance with and for the duration of the Contract; and
- 1.6.7 it has obtained or will have obtained by the commencement of the Contract any necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the duration of the Contract obtain and maintain all further and other necessary consents, licences and permissions to enable it to provide the Services.

1.7 Authority warranties and disclaimers

- 1.7.1 The fact that a Tenderer has been invited to tender does not necessarily mean that it has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the tender evaluation process.
- 1.7.2 The Tenderer shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Tenderer save as expressly provided for in the Contract.

1.8 Notification

- 1.8.1 The Tender shall remain open for acceptance for a period of 17 weeks from the closing date for the receipt of Tenders.
- 1.8.2 Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Tenderer. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed supplier shall upon request of the Authority execute a formal Contract in writing in the form of Contract provided with the Tender Documents.

1.9 Tender Evaluation and Award

- 1.9.1 Contracts will be awarded separately and operators may bid for any or all of the routes and options
- 1.9.2 In evaluating the Tenders, the Authority shall be seeking to ensure the best quality of service and the best financial performance from the Tenderer including the continuous improvement in the standard of service and the level of cost of the service provided in accordance with Government requirements under Best Value (Local Government Act 1999 and associated Regulations).
- 1.9.3 The decision to award either option a or option b, or a variant bid for each contract will be at the discretion of the Council, based upon operational requirements. Award of a contract will be based upon the lowest price for the nominated option or variant bid combination meeting the Council's specifications and terms and conditions set out in the documentation. In the event that contractors tie on scores, we will go to best and final. Where two or more tenderers have an equal

score (equal lowest price for price only evaluations) for any lot or individual route, those tenderer's with the equally lowest score will be asked to submit a best and final price for that route. Tenderer's do not have to change their offer and may re-submit their existing offer. The lowest scoring re-submitted offer will then be awarded the contract. Where there are two or more tenderers who's re-submitted offers (or price for price only) are equally the lowest a method to randomly select the winner will be used (e.g. toss of a coin or drawing lots). Submissions for best and final offers will be requested through the pro-contract system.

- 1.9.4 The Authority will only award contracts to Suppliers registered to provide transport services to Wiltshire Council. Before award of contract, any supplier who is not currently registered will have to be inspected and approved. The Authority will only award contracts to Tenderers who have a PSV operator's licence at the time of tender evaluation.
- 1.9.5 The Tenderers may be required to attend a meeting to answer a series of set questions post tender submission. These dates will be supplied at a later date.
- 1.9.6 The Authority reserves the right at its sole discretion to conduct a Pre Contract Award Evaluation ("PCAE") as part of its assessment of tenders received. PCAE is a process of evaluating the capacity of potential suppliers during the tendering phase. It involves a visit from a team from the Authority to the tenderer's premises to assess such aspects as familiarity with the requirement, capacity in terms of resources, facilities, expertise, quality control, (including that relating to sub-contractors), and previous track record. Should the Authority decide to conduct a PCAE at least 3 days notice will be given to the tenderer together with details of the Authority's team, the PCAE programme and areas of particular concern or interest. Failure of the tenderer to allow access for a PCAE may result in his tender being declared non-compliant.
- 1.9.7 The Council reserve the right to award all or none of the routes. If any route is withdrawn then the Council reserve the right not to accept any variant bid that includes that route.

1.10 Acceptance of terms and conditions

- 1.10.1 Tenderers accept the terms and conditions of the Contract. Any exceptions or proposed amendments should be clearly defined together with an appropriate explanation within the appropriate section of pro Contract Supplier response.
- 1.10.2 The Authority reserves the right not to accept any suggested exception or amendment and accordingly reserves the right to award contracts based on such terms and conditions.
- 1.10.3 Tenderers wish to supply a variant bid they must download the variant bid form on pro contract and fill it in with the relevant information and attach any relevant documents, then they must upload the documents through Procontract with their tender response.

2 TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)/Acquired Rights Directive

- 2.1.1 Tenderers are advised to seek independent professional advice on the applicability of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE” or the “Regulations”). In the event that after this tender competition the provision of the Services is undertaken by a supplier other than the Current Incumbent then it may be that the Regulations come into operation with the effect that employees of the Current Incumbent who deliver the services become employees of the new supplier of the Services. The Council makes no assurances or assumptions as to the likely effect of the Regulations on the contract resulting from this tender process.
- 2.1.2 Tenderers are to form their own views as to whether the Regulations apply before submitting tenders. Tenderers must bid on the basis of the view they take.
- 2.1.3 The Council will pass on to the Current Incumbents requests for relevant information relating to the existing Contractors workforce (“TUPE information”). The Council cannot provide any guarantee or warranty as to the promptness of response to the request from the Current Incumbent, availability of TUPE information, accuracy or completeness of the TUPE information.
- 2.1.4 On the assumption that TUPE will apply the Council has included in Section 11 to this Invitation to Tender certain information relating to the employees of the current service provider who are engaged to some extent in the delivery of the Service. The purpose of the information is guidance only. The Council makes no representation that the information is complete or accurate or indicates the effort that will be required to deliver the service.
- 2.1.5 Tenderers shall not at any time make use for their own purposes or disclose to any person (except as may be required by law) any of the TUPE information provided to them (whether communicated orally, electronically or in writing). All TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of tenders and the administration of any Contract arising from this tender.

3 Service Specifications

WCC 4113, Fonthill Gifford & Hindon to Gillingham School

Tender for Passenger Transport School Bus Service

Title of Contract: WCC 4113 Fonthill Gifford and Hindon to Gillingham School	
Contact at Wiltshire Council for further information:	Simon White
Telephone: 01225 713311	E-mail: Simon.white@wiltshire.gov.uk

Specification		
Start Date and Duration of Contract	Starting Date:	1st June 2017
	Initial Contract Period:	31st July 2023 with possible extensions up to 31st July 2024
	Period of Notice required for early termination:	3 months
Type Of Contract	<p>No-Fares Contract (price per annum) - The price submitted should be on the basis of no payment being collected from any passenger and only persons authorised by Wiltshire Council being conveyed.</p> <p>The price submitted should be for 12 month's operation of the contract assuming a standard academic year of 190 days. This will be paid in 12 equal monthly installments, irrespective of the number of days of operation during that month</p>	
Vehicle Size	Any vehicle used to operate this contract must be fitted with a minimum of 51 passenger seats	
Route and Timings	Details of the routes and timings to be used are attached	
Vehicle Specification	<p>Vehicles used to operate this contract MUST comply with the vehicle size and age limits specified above and the vehicle specifications set out in the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011, plus any other requirements stated below:</p> <p>- Working seatbelts must be fitted to all passenger seats.</p>	
Other Requirements	<p>In addition to those included in this Specification, the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011 and the Wiltshire Public Transport & School Bus Contracts – January 2011:</p> <p>- Education Journey Requirements apply to all journeys in this contract.</p> <p>- Drivers must be equipped with a working mobile phone for use in emergency.</p>	

Award Criteria	The Authority reserves the right, to not accept any or all quotations submitted. Award will be based upon the lowest quotation which meets the Authority's requirements.
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By responding to this Tender you are agreeing to operate the contract in accordance with the "Wiltshire Council Terms and Conditions for Passenger Transport Services – January 2011" and the "General Specification for Wiltshire Public Transport and School Bus Contracts – January 2011".

Tender for Passenger Transport School Bus Service

Title of Contract: WCC 4113 Fonthill Gifford and Hindon to Gillingham School

Education Journey Requirements apply to all journeys on this contract

Timetable

Minimum vehicle size 51 seats

Schooldays Only

FONTHILL GIFFORD, Stop Street	0752	GILLINGHAM School Bus Park	1550
Hindon, Hill Terrace	0755	Lawn, Gillingham Rd, Bloomers Fm	1600
Hindon, High Street Bottom	0756	Mere Park Farms	1605
HINDON, The Square	0758	Mere Park Corner	1606
East Knoyle, Kemps Barn, Hindon	0800	West Knoyle, Puckwell Cottages	1608
East Knoyle, War Memorial	0806	West Knoyle, Stoney Bridge	1610
EAST KNOYLE, Seymour Arms	0809	Willoughby Hedge	1614
East Knoyle, Holdens Farm	0813	East Knoyle, Holdens Farm	1615
Willoughby Hedge	0816	East Knoyle, Post Office	1621
West Knoyle, Stoney Bridge	0820	EAST KNOYLE, Seymour Arms	1624
West Knoyle, Puckwell Cottages	0822	Sheephouse	1628
Mere Park, Corner	0824	HINDON, The Square	1632
Mere Park Farms	0825	Hindon, High Street Bottom	1633
Lawn, Gillingham Rd, Bloomers Fm	0830	Hindon, Hill Terrace	1635
GILLINGHAM School Bus Park	0840	FONTHILL GIFFORD, Stop Street	1640

PLEASE NOTE

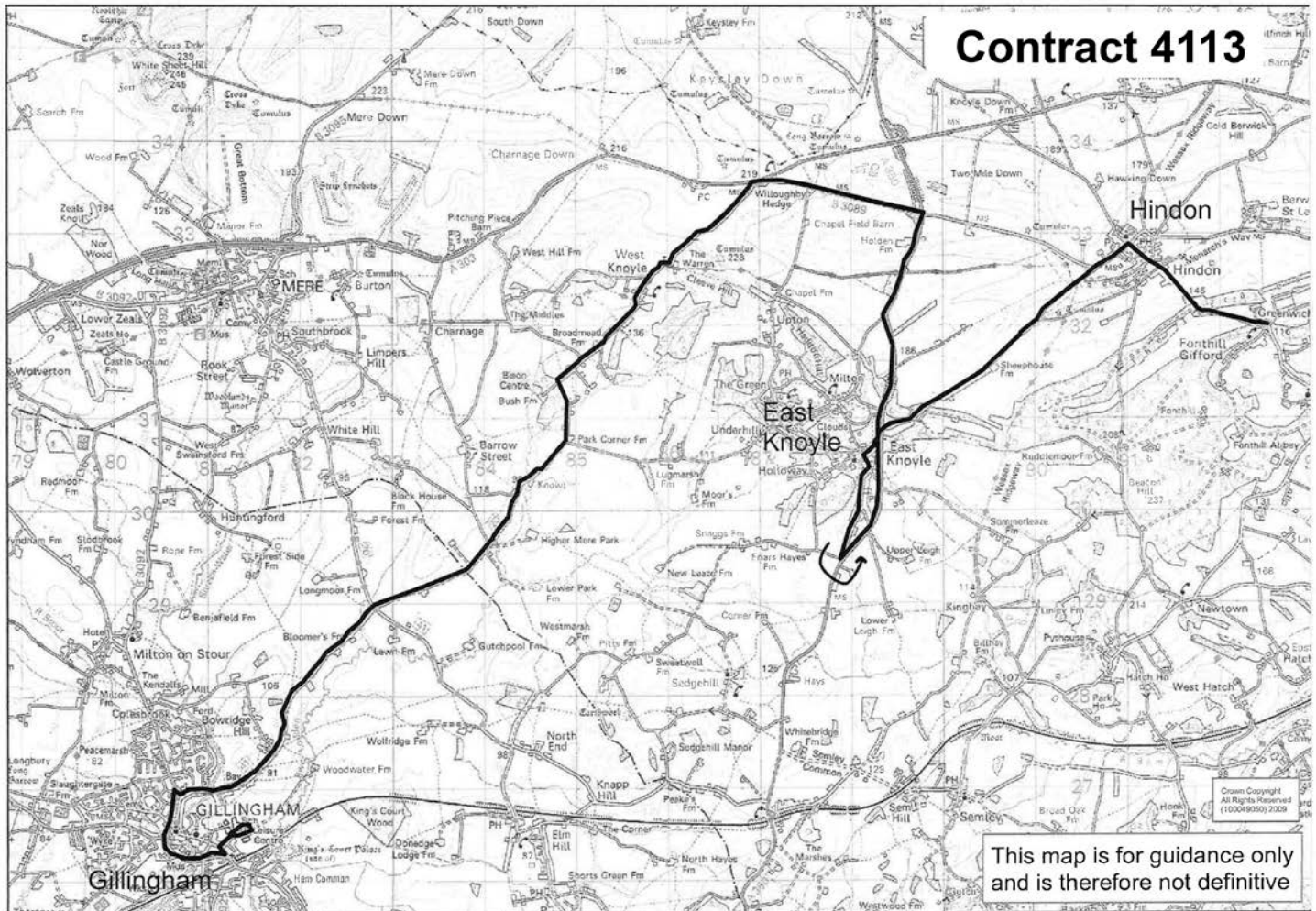
The route and pick up points of this contract may be subject to variation by the Council each year in order to cater for changes in pupil numbers. No increase in contract price will be made for any increase in mileage of up to 2 miles per day from that originally specified and so operators should bear this in mind when submitting their tender prices.

By responding to this Tender you are agreeing to operate the contract in accordance with the "Wiltshire Council Terms and Conditions for Passenger Transport Services – January 2011" and the "General Specification for Wiltshire Public Transport and School Bus Contracts – January 2011".

Tender for Passenger Transport School Bus Service

Title of Contract: **WCC 4113**

Fonthill Gifford and Hindon to Gillingham School



Wiltshire Council
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