



**Tender for Admission to the  
Dynamic Purchasing System (DPS) for  
Hired Passenger Transport**

**Tender Reference: DN243575**

**Attachment B1  
Invitation to Participate (ITP) / Instructions to  
Participants**

**All tender documents and submissions will be treated as strictly  
private and confidential**

# PART 1

## Instructions to Participants

### 1. Introduction

- 1.1 The Council of the London Borough of Hounslow (“the Council” or “Hounslow”) invites you to participate to join a Dynamic Purchasing System (known as the DPS) for the provision of Hired Passenger Transport.
- 1.2 The DPS will be in place for four years (plus two / plus two additional years – up to four additional years in total)
- 1.3 The invitation to participate pack comprises:
  - Attachment A Selection Questionnaire
  - Attachment B1 Invitation to Participate /Instructions to Participants (this document)
  - Attachment B2 Terms of Participation and Form of Tender
  - Attachment C Terms and Conditions of Contract
  - Attachment D Specifications for the Hired Passenger Transport
  - Attachment E Call-off document
  - Attachment F DPS Supplier Entry Guide
  - Attachment G Passenger Transport Privacy Impact Assessment

*Please read all documents carefully before starting your Tender*

### 2. Clarification Questions

- 2.1 The closing date for clarification questions is the **Wednesday 15<sup>th</sup> March 2017**.

### 3. The project

- 3.1 The purpose of this procurement is to establish a DPS for the provision of Hired Passenger Transport, enabling the participating boroughs to call-off for routes on a spot purchase or block basis for eligible service users. The DPS is an entirely electronic system and all tenders will be made through our e-procurement solution.
- 3.2 Hounslow Council is seeking a diverse number of hired passenger transport suppliers to join the DPS through this procurement exercise. There is no limit on the number of suppliers who can be admitted – additional suppliers can join the DPS during the contract period, subject to their applications meeting the entry and price requirements.

### 4. The Council’s requirements

- 4.1 The requirements for Hired Passenger Transport routes are set out in the specifications included in Attachment D of the electronic Tender Pack.

## **5. Terms and conditions of contract**

- 5.1 The contract will be on the terms and conditions set out in Attachment C of the Tender Pack. Hounslow Council will not enter into any negotiations whatsoever on the terms and conditions of contract after the submission of the Invitation to Participate (ITP). It is therefore in your interest to read the terms and conditions carefully and take any advice you feel you need, before you formulate your ITP.
- 5.2 Participants should note that, until the formal contract documents are executed by both parties, Hounslow Council reserves the right to terminate the ITP procedure or to eliminate any participant from the competition or both. Any participant who attempts to negotiate changes to the terms and conditions of contract will immediately be eliminated from the competition.

## **6. TUPE**

- 6.1 The Council considers that in the event of a Tenderer other than the existing provider being awarded this contract, the question may arise whether the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 "TUPE" could potentially apply. Tenderers are advised to seek independent professional advice on the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 on its company should it be in the position of being the successful Tenderer. If the Regulations are deemed to be applicable, then Tenderers should have taken fully into account the requirements of the Regulations.

The Council has requested relevant TUPE information from existing providers, the staff of whom may or may not be transferred to a successful provider under the Contract. All relevant information supplied by the existing providers will be passed to Tenderers to use the information solely for the purpose of the preparation of the tender.

Following award of a contract(s) to the successful tenderer, should the contract fail for any reason and the Council has to retender the Service or has to seek another Provider to provide an alternative style of service, any liability for any transfer of the successful tenderer's employees under TUPE or any resultant transition, termination or other costs so arising will be the responsibility of the successful tenderer and not the Council or any incoming Provider.

## **7. Your Invitation to Participate (ITP)**

- 7.1 Please read the instructions to participants, in Part 2 and Part 3 of this document, carefully. It outlines in detail what you have to do to submit an ITP to be included onto the DPS. If you do not comply fully with the instructions to participate, then there is every chance that your ITP will be rejected outright by Hounslow Council and will result in you not being placed on the DPS.

## **8. Clarification of tenders**

- 8.1 Once ITP submissions have been received and opened, they will be checked to ensure that that they comply with the instructions to participate, and that they do not contain any qualifications or conditions and that they are clear and comprehensive. If Hounslow Council needs to clarify any of these points, questions will be submitted in writing to the participants via the London Tenders Portal.

## **9. Checking for validity and completeness**

- 9.1 Validity – a valid ITP is one that is received in accordance with the Instructions to participants. Validity will involve checking against the requirements set out in the Instructions and in Hounslow Council's Contract Procedure Rules. ITP submissions that do not satisfy this requirement will be eliminated and not considered further.
- 9.2 Completeness – a complete ITP will include all documents and information required in accordance with the Instructions. Completeness will be established by checking against a checklist of all the submissions required to be included in the ITP. ITP submissions that do not satisfy the requirement for completeness will be eliminated and not considered further, except in the case of minor omissions that Hounslow Council, in its sole discretion, considers can be rectified following a reasonable request made by the Council.

## **10. Entry to the DPS**

- 10.1 Entry to the DPS will be evaluated on the following criteria:
- The Selection Questionnaire (SQ) on a Pass / Fail and Weighted basis

## **11. Submission to DPS**

- 11.1 Participants that meet the criteria set in the ITP will be included onto the DPS, enabling them to participate in future call-offs for their selected LOTS.

## **12. Call-off and Contract Award**

- 12.1 The participating boroughs will call-off from the DPS LOTS using one or more of the following requirements / domains:
- A. Best market price
  - B. Price/Quality Ratio which will be split:
    - 40% Price
    - 60% Quality

- 12.2 Hounslow Council will not call-off routes from embargoed suppliers

## **13. Confidentiality**

- 13.1 All information supplied by Hounslow Council in connection with the ITP must be treated as private and confidential.
- 13.2 You must not disclose that you have been invited to participate or disclose details of any of the invitation to participate documents, other than on an "in confidence" basis to the professional advisers and insurers whom you need to consult for the purpose of preparing and submitting your ITP.
- 13.3 If you disclose that you have been invited to participate or discuss your tender with anyone else, your ITP will be automatically disqualified.

**PART 2**  
**INSTRUCTIONS TO PARTICIPANTS**

**1. Tender**

Check	
	<p><b>ITP Documents</b></p> <p>Your ITP must be submitted online via the London Tenders Portal and include the following documents:</p> <ul style="list-style-type: none"> <li>a. Form of Tender and Statement of Interest (Attachment B2)</li> <li>b. Selection Questionnaire (Attachment A)</li> <li>c. Passenger Transport Privacy Impact Assessment (Attachment G)</li> </ul>
	<p>You must not include additional items in your submissions, any such additions will not be considered as part of the evaluation.</p>
	<p>You must not attempt to submit any of your ITP documents by hand, e-mail, and fax or by post. Any ITP documents so submitted will automatically be disqualified</p>

**4. Evaluation criteria**

- 4.1 Your submissions will be evaluated on the entry criteria set out in Part 3 of this Invitation to Participate, and no others. You are advised to address these criteria in formulating your submission. Submission will be evaluated in one stage.

**5. Return of tenders**

Check	
	ITP must be submitted online via the London Tenders Portal.
	The ITP reference number for this contract is <b>DN243575</b>

## **PART 3**

### **EVALUATION OF PART A – Selection Questionnaire**

#### **4. OVERVIEW OF THE EVALUATION PROCES**

##### **7.1 Stage 1 – Part 2 – Grounds for Exclusion**

7.1.1 In certain circumstances the Council is required by law to exclude Applicants from participating in this Procurement. If you cannot answer 'no' to every statement in Section 2 of the SQ then, subject to paragraph 7.1.3, the Applicant shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

7.1.2 The Council is entitled (in its sole discretion) to exclude Applicants from further participation in this Procurement if any of the statements in response to section 3 (Discretionary grounds for exclusion) of the SQ apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 7.1.3, that your SQ will be excluded from this Procurement.

7.1.3 The 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

7.1.3.1 If an Applicant provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Council could decide that that Applicant shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

- (a) Paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
- (b) Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

7.2.3.2 The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

##### **7.2 Stage 2 - Part 3, Section 4 – Economic and Financial Standing**

7.2.1 The information you submit in response to the SQ will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ4.3 that a Contract Guarantee will be provided, the Council will perform an assessment of the proposed Contract Guarantor's economic and financial standing in accordance with this paragraph 7.2.

7.2.2 Suppliers will be allocated no more than 50% of their annual turnover.

### 7.3 Stage 3 –Part 3, Sections 5 - 10

7.3.1 Evaluators will assess responses to the sections 6, 7 and 8 and award a 'pass' or a 'fail' based on the criteria set out in the SQ.

7.3.2 If an Applicant fails any of the questions in section 6, 7 and 8, the Applicant will be excluded from further involvement in this Procurement.

7.3.3 Section 9, questions 9.1 to 9.8 and Section 10 questions 10.1 to 10.8 will be evaluated using the scoring criteria at paragraph 7.3.6.

7.3.4 The selection panel will agree a score of 0 - 5 (where 5 is the highest score) for questions which these scores are available for. Each panel member will undertake an independent evaluation before the consensus scoring.

7.3.5 If a supplier fails to achieve a minimum score of 3 in any of the questions in section 9 or section 10 then their submission will not be submitted to the DPS.

7.3.6 If the application to join the DPS is unsuccessful due to the Supplier NOT meeting the entry criteria then Hounslow Council will provide feedback to allow the Supplier to rectify any issues and reapply, if appropriate, in due course.

7.3.7 As this is a DPS suppliers may apply again at any time.

7.3.8 The scoring criteria relating to each question is described below:

<b>Score 5</b>	The Applicant's answer is comprehensive. The Applicant has supplied clear, convincing, detailed information and the evidence (and examples where applicable) is unequivocal.
<b>Score 4</b>	The Applicant has provided a good answer. The evidence (and examples where applicable) is clear and convincing with minor reservation(s) in one (1) key area.
<b>Score 3</b>	The Applicant has provided a reasonable answer. The evidence (and examples where applicable) is fairly clear and convincing with minor reservations in two (2) or more key areas.
<b>Score 2</b>	The Applicant has provided an answer and evidence (and examples where applicable) which is unclear, unconvincing and missing detail or information to support their answer.
<b>Score 1</b>	The Applicant has provided an answer where virtually there is a lack of convincing evidence (and examples where applicable) which casts serious doubt about the Applicant's ability, skills and knowledge, and has omitted information and evidence including examples where applicable to support their answer.

<b>Score 0</b>	The Applicant has provided no response, or totally fails to address the question.
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## 7.4 Overview of Technical and Professional Ability Evaluation Part 3 – Section 9 and 10

7.4.1 Each of the project specific questions in Section 9 and 10 will be marked separately by officers of Hounslow Council and converted using the weightings detailed below. It will be the score awarded in this part of the evaluation that which will be carried across to the evaluation of offers in Attachment E.

Those Suppliers that successfully join the DPS will have an opportunity annually to re-submit their answers for Section 9 or 10 in order to improve their quality score.

Question	Score (a)	Top Score (b)	Weighting (c)	Weighted Score (d) $d=(a/b)*c$
9.1	3	5	10%	6%
9.2	4	5	10%	8%
9.3	5	5	10%	10%
9.4	3	5	10%	6%
9.5	4	5	5%	4%
9.6	5	5	5%	5%
9.7	3	5	5%	3%
9.8	4	5	5%	4%
<b>Total Weighted Score</b>				<b>46%</b>

## 7.5 Selection Stage – Evaluation Summary Table

Section			Evaluated
<b>Part 1 – Applicants Details</b>			
This section is for information only			
<b>Part 2 - Grounds for Exclusion</b>			
This section is marked on a pass/ fail basis			
<b>Part 3 – Selection Questions</b>			
Section 4	Economic and Financial Standing	Evaluation	Pass/ Fail
Section 5	Parent Company Information	Evaluation	Pass/Fail
Section 6	Technical and Professional Ability	Evaluation	Pass/Fail



Section 7	Modern Slavery Act	Evaluation	Pass/Fail
Section 8	Additional Questions	Evaluation	Pass/Fail
Section 9	Project Specific Questions <b>The following must be answered by all Suppliers <u>except</u> Hackney Carriage Taxi Drivers (who must complete section 10)</b>	Evaluation	Weighted Please note that bidders must achieve a <b>minimum score of 3</b> on each of the 8 technical questions. Failure to achieve the minimum score will result in their submission being <b>rejected</b> from the evaluation process.
Section 10	Project Specific Questions <b>The following must be answered by Hackney Carriage Taxi Drivers <u>only</u>.</b>	Evaluation	Weighted Please note that bidders must achieve a <b>minimum score of 3</b> on each of the 8 technical questions. Failure to achieve the minimum score will result in their submission being <b>rejected</b> from the evaluation process.

## 7.6 Glossary

Attachment	means a document made available to Applicants in relation to this Procurement via London Tenders Portal.
Council	means The London Borough Of Hounslow whose offices are located at Civic Centre, Lampton Rd, Hounslow, Greater London TW3 4DN.
SQ	means the Pre-Qualification Questionnaire of which is provided at Attachment 1 and set out in the on London Tenders Portal.
Consensus Marking Procedure	means the evaluation procedure described in paragraph 6.2.
Council	means the Contracting Authority (within the meaning of the Regulations) described in the OJEU Contract
London Tenders Portal	means the online tender management and administration system used by the Council.
Guarantor	means any person acceptable to the Council to give a Contract Guarantee.
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006.
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide Goods and Services.
Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire).

Marking Scheme	means the range of marks that may be given to Applicants by the Council according to SQ.
Subcontractor	a person or business which has a contract (as an "independent contractor" and not an employee) with a contractor to provide some portion of the work or services on a project which the contractor has agreed to