**GOSPORT BOROUGH COUNCIL (GBC)**

**PUBLISHED: 8 NOVEMBER 2022**

**LEASING OF VEHICLES**

**RESPONSE DEADLINE: 12:00 ON 6 DECEMBER 2022**

**PART A: INVITATION TO TENDER (ITT)**

Contents of this ITT

This Invitation to Tender (ITT) comprises:

Part A – Invitation to Tender (this document)

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Part B – Tender Response, including;

Schedule 1 – Form of Tender

Schedule 2 – Commercially Sensitive Information

1. **Introduction**
   1. Gosport Borough Council (“GBC”) Streetscene Department is responsible for delivering grounds maintenance, environmental and enforcement services for the Borough of Gosport. A need for a fleet of cars to support these operations has been identified.
   2. GBC wishes to obtain the vehicles on a leased basis for a period of four years, with the possibility of annual flexible extensions for a maximum of two additional years.
   3. The contract lease fees are to be paid monthly in accordance with the supplier’s standard charging model, agreed with the council.
   4. Annual mileage will differ for each specification of vehicle, and is documented individually in Section 3 of this ITT.
   5. As GBC’s own fleet repair and servicing facilities are limited, the Council also requires this contract to include service, MOT, maintenance and repair as detailed in this ITT.
   6. There is a requirement for the contract lease agreements to start between 27/03/23 and 31/03/23.
   7. Further instructions regarding the procurement process, including how to raise any queries or clarifications, and how to upload your response, are contained in this ITT, which you should read carefully.
2. **Vehicle requirements**
   1. This section sets out the specific vehicles required.
   2. GBC shall require pricing for the provision on lease of the vehicles listed, and for the service, maintenance and repair (SMR) services, which are described in more detail in Section 4 below.
   3. Breakdown and related support services, as described in more detail in Section 5 are a desired feature which GBC would also like to be included, where possible. Suppliers who are not able to provide or arrange this feature are still entitled to submit a tender response.
   4. The successful tenderer will be responsible for the transportation and delivery of the required vehicles to commence from 27th March 2023, and all to have arrived by no later than 31st March 2023, at the GBC site address below:

**Gosport Borough Council**

Grange Farm

Little Woodham Lane

Gosport

Hants

PO13 8AB

* 1. The Supplier will deliver and collect all vehicles and this service shall be included in the Contract Price.
  2. Suppliers will be required to submit full details and specifications of all the required vehicles listed in this ITT, detailing the make of vehicle and specifically indicating the extent to which the various fittings and other requirements set out in the specification and schedules are covered by their tender or any variance from these.

1. **Specification of required vehicles**
   1. Vehicle 1 – Medium sized estate car, petrol engine

To be used for transportation of Streetscene staff and in response to civil emergency situations.

**Quantity required:** **2**

Detailed requirements:

* Newly registered vehicle
* Annual mileage of 12,000
* Load volume approximately 1.5m3 (rear seats down)
* Rear folding seats
* Five seats
* Five doors
* Manual gearbox
* Low profile roof-mounted flashing amber beacons – must be “chapter 8” highway maintenance compliant for operation on roads of up to 60mph speed limit
* Alarm system and remote locking
* Factory-fitted immobiliser
* Alloy wheels
* Spare wheel, tools and jack
* Reversing sensors
* Rubber floor mats
* Electric windows for driver and nearside door
* Electric adjustable door mirrors
* Air conditioning
* Vehicle colour shall be the vehicles manufacturers standard white with body-coloured bumpers
  1. Vehicle 2 – Medium sized hatchback car, petrol engine

To be used for transportation of Streetscene staff and in response to civil emergency situations.

**Quantity required:** **3**

Detailed requirements:

* Newly registered vehicle
* Annual mileage of 10,000
* Load volume approximately 400L and 1.3m3 (with rear seats folded)
* Rear folding seats
* Four or five seats
* Five doors (inc tailgate)
* Manual gearbox
* Alarm system and remote locking
* Factory-fitted immobiliser
* Alloy wheels
* Spare wheel, tools and jack
* Reversing sensors
* Rubber floor mats
* Electric windows for driver and nearside door
* Electric adjustable door mirrors
* Air conditioning
* Vehicle colour shall be the vehicles manufacturers standard white with body-coloured bumpers

1. **Service, maintenance and repair specifications** 
   1. The Supplier shall include, as part of this contract, Service, MOT, Maintenance and Repair (SMR) support for all vehicles supplied.
   2. SMR shall be in accordance with manufacturer’s recommendations and shall encompass routine servicing to meet manufacturer’s recommended servicing intervals, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes.
   3. The Supplier shall pursue all warranty and post warranty claims relating to the vehicles.
   4. The Supplier shall provide Service/ Maintenance/ Repair coverage at the appropriate and cost effective locations to ensure that the vehicles can be maintained, serviced and repaired, and returned to service as efficiently and effectively as possible.
   5. The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Council.
   6. The Supplier shall notify the Council in the event where it can be demonstrated that damage or excessive wear is the result of driver error, misuse, or other poor practice.
   7. The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is the result of demonstrable damage or excessive wear as noted in 4.6 above.
   8. Should the Council incur any fines or financial penalties for any maintenance providers’ failure to comply with the MOT pass rate the council reserves the right to pass these fines or charges onto the maintenance provider.
   9. All spare parts used in the maintenance of Vehicle(s) subject to this Contract are to be original, new (or manufacturer’s exchange) equipment parts. “Manufacturer’s exchange” shall mean reconditioned replacement parts that satisfy the standard required by the respective Vehicle manufacturer in respect of their own franchise dealership programme.
   10. All required oils and lubricants, as recommended by the manufacturer, shall be included as part of the SRM provision.
   11. Suppliers should be aware that all maintenance and repairs are to be carried out by the Supplier at their own or subcontracted facilities – as only limited access and space allocation exists at GBC for the exchange of vehicles.
   12. Any repairs that require a vehicle to be unavailable must be approved by the Council’s designated Contract Manager.
2. **Breakdown, recovery and windshield replacement (desirable)**
   1. The services detailed in this section are ***desirable***. Suppliers shall indicate in their tender whether they are able to include these services.
   2. If included in the contract, the Supplier shall provide the Council with a vehicle recovery and breakdown service 24 hours a day, 365 days a year, which shall include UK roadside assistance and Home Start.
   3. In the event that the vehicle cannot be repaired at the roadside, the Supplier shall ensure the safe recovery of the driver and any passengers to their preferred destination or that they are provided with a replacement vehicle at no additional cost to the Council.
   4. If included in the contract, the supplier shall also provide the Council with on-site windscreen repair or replacement as part of the lease.
3. **Procurement Timetable**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Respondents are treated equally.

**Key dates for this procurement:**

|  |  |
| --- | --- |
| **Event** | **Indicative Date** |
| Publish Invitation to Tender on Proactis | 8 November 2022 |
| Deadline for receipt of queries | 25 November 2022 |
| Deadline for receipt of Tender | 6 December 2022 |
| Evaluation of Tenders | 13 December 2023 |
| Notification of intention to award | 12 January 2023 |
| Standstill Period Ends | 23 January 2023 |
| Confirm contract award | 24 January 2023 |
| Contract commencement date / Vehicle Delivery | 27 March 2023 |

Any changes to the procurement timetable shall be notified to all Respondents as soon as practicable, via the messaging function on the Proactis portal.

GBC wishes to obtain the vehicles on a leased basis for a period of four years, with the possibility of annual flexible/yearly extensions for a maximum of two additional years.

1. **Instructions to Bidders**
   1. All submissions must be uploaded via the South East Business Portal, also known as Proactis.

Link to the portal: <https://sebp.due-north.com/>

Your response must include:

* Completed Tender Response (Part B), including;
  + Completed Schedule 1 – Form of Tender
  + Completed Schedule 2 – Commercially Sensitive Information
* Draft lease terms for the Council to consider

Submissions to this ITT must be submitted in the manner prescribed in this document, no later than the deadline set out in the procurement timetable.

Any tender received after the deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the deadline and in such circumstances the Council will notify all Respondents of any change.

The Council will not enter into exclusive discussions regarding the requirements of this ITT with potential providers.

The Council reserves the right to decline to make an award for the requirements, or to abandon or cancel the Tender process. The Council will not be responsible for any costs or expenses incurred as a result of following this course of action.

Any costs incurred by the Respondents in responding to this Tender or in support of activities associated with the response to this opportunity are to be borne by the Respondent and are not reimbursable by the Council.

1. **Evaluation**

Responses will be evaluated following a two-stage process:

* 1. Stage 1 – Mandatory Requirements

The section below sets out the Mandatory criteria that suppliers must pass in order to qualify for consideration in the procurement process.

This section is scored as Pass/Fail with only successful respondents proceeding through to the next stage of the evaluation process. Any unsuccessful Respondents that fail this stage or fail to answer any mandatory question will be disqualified from the process and their submission will not be evaluated further.

|  |  |
| --- | --- |
| **Ref** | **Requirement** |
| MR 1 | The suppliers quoted vehicles meet the specification stated in this ITT |
|
| MR 2 | The supplier confirms the agreed delivery date stated in this ITT (last working week of march 2023) |
|
| MR 3 | The suppliers confirms the provision of the requirements stated in the ‘Service, maintenance and repair specifications’ section of this ITT |
|

* 1. Stage 2 – Evaluation

The tender responses that pass stage 1 will be evaluated on the following criteria.

|  |  |
| --- | --- |
| **Weighting** | **Criteria** |
| 45% | **Vehicle specification and Characteristics** - the quality of the proposed vehicles and how they meet the Council’s stated requirements |
|
|
|
| 10% | **Service, Maintenance and Repair** – the scope and quality of the SRM support package |
| 5% | **Environmental impact** –including vehicle emissions |
| 40% | **Total price** - for all 5 vehicles for all 4 years |

Scores are arrived at following the application of the Evaluation Criteria set out in this ITT to the Respondent’s Tender.

Respondents are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear, incomplete or hedged Tenders may be discounted in evaluation and may, at the Council’s discretion, be taken as a rejection by the Respondent of the terms set out in this ITT.

* 1. Quality Scores

Quality criteria will be evaluated on the basis of the following methodology:

|  |  |
| --- | --- |
| **Score** | **Criteria** |
| **4** | Excellent - offers more than the expected level of quality / capability, in a way that delivers clear additional benefits to the Council. |
| **3** | Good – fully satisfactory, appears to meet all the expected level of quality / capability in all aspects |
| **2** | Fair - demonstrates some merit and adequately meets the expected level of quality / capability but, in one or more aspects, suggests minor shortcomings of understanding or approach which may have a minor impact on service delivery or performance. |
| **1** | Poor - fundamentally fails to meet the expected level of quality / capability in one or more aspects, which may have a significant impact on service delivery or performance. |
| **0** | No information provided or an entirely unacceptable or irrelevant response |

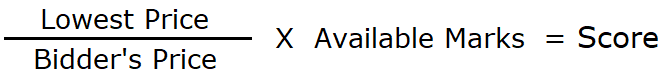
Where a tender scores 0 or 1 marks for any of the quality criteria, the Council can disqualify the supplier’s tender.

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Respondent’s quote during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Respondents are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Quote non-compliant.

* 1. Price Evaluation

Price will be awarded on the basis of the total price and the lowest priced response will receive the maximum available score for price.

Higher-priced offers will receive a score proportionate to the lowest offer, calculated as follows:



1. **Contract Award**

The Council will award the Contract on the basis of a Tender submitted and will be based upon all of the tender documents issued by the Council, as well as the successful respondents terms and conditions (to be considered).

Contract award under this procurement will be awarded based on the offer that is the most economically advantageous to the Council.

The supplier that achieves the highest total score will be awarded the Contract.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract will be entered into.

All Respondents will be notified of the outcome of their tender via Proactis.

The Council reserves the right to decline to make an award for the requirements, or to abandon or cancel the Tender process. The Council will not be responsible for any costs or expenses incurred as a result of following this course of action.

1. **Formalities**

All documents comprising the Tender must be submitted through the Proactis portal and will remain unopened until the deadline has passed.

The following requirements must be adhered to when submitting Tender:

* any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant;
* where documents are embedded within other documents, Respondents must upload separate copies of the embedded documents;
* the Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT;
* the Tender must be fully cross-referenced;
* a list of supporting material must be supplied;
* respondents should submit only such information as is necessary to respond effectively to this ITT;
* where the Respondent is a company, the Tender must be signed by a duly authorised representative of that company;
* where the Respondent is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract;
* in the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership;
* in the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

The Tender response must be clear, concise and complete. The Council reserves the right to mark a Respondent down or exclude them from the procurement if their Tender contains any ambiguities, caveats or lacks clarity. Tender will be evaluated on the basis of information submitted by the Deadline.

The Respondent must download, complete and include a duly executed Form of Tender (Schedule 1) located within Part B.

* 1. Submission of Tenders

Each Respondent must submit a tender meeting the Council’s minimum requirement, operating as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself.

That is, the Tender must be capable of being accepted by the Council in its own right.

* 1. Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, the Council, its advisors and any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Respondents. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Respondent proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

* 1. Confidentiality and Freedom of Information

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Respondents should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all Respondents’ responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.

Therefore, Respondents are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Respondents competitive edge, has been clearly identified to the Council in the template provided at Schedule 2 (located within Part B).

* 1. Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

* 1. Respondent conduct and conflicts of interest

Any attempt by Respondents or their advisors to influence the contract award process in any way may result in the Respondent being disqualified. Specifically, Respondents shall not directly or indirectly at any time:

* devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or provider of finance;
* enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
* canvass the Council or any employees or agents of the Council in relation to this procurement;
* attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Respondent or Tender.

Respondents are responsible for ensuring that no conflicts of interest exist between the Respondent and its advisers, and the Council and its advisors. Any Respondent who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

* 1. Council’s rights

The Council reserves the right to:

* waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council;
* seek clarification or documents in respect of a Respondent’s submission;
* disqualify any Respondent that does not submit a compliant Tender in accordance with the instructions in this ITT;
* disqualify any Respondent that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the Invitation to Tender process;
* withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
* choose not to award any Contract as a result of the current procurement process;
* make whatever changes it sees fit to the Procurement Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
  1. Bid Costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Respondent in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.