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**Invitation to Tender for**

**Passenger Transport**

**Dynamic Purchasing System**

**Via E-Tendering Procedure**

 ProContract Reference: DN638022

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**SECTION 1 – THE REQUIREMENT**

1 **Introduction**

1.1 The Council is introducing a Dynamic Purchasing System (DPS) to employ local public transport operators to provide client passenger services in South Gloucestershire.

1.2 The four year span of the Council’s current Passenger Transport Framework ends on 31 December 2022, so the Council is required to re-tender it, in line with the 2015 Public Contracts Regulations. The old Framework is being replaced by a DPS, which operates slightly differently to a regular Framework; it isn’t constrained by a four years’ lifespan and is a two-stage process:

i) The first stage is concerned with establishing an approved list of DPS transport operators. Operators complete a Standard Selection Questionnaire (SSQ) [Appendix H] and must meet these selection criteria to be included on the approved list. New operators are permitted to join the approved list at any time. Conversely, they can also be removed from this list if they have not performed in line with the Agreement.

ii) At the second stage, transport operators on the approved list are invited to tender for different routes. Additional checks may then be made by the Council to determine the suitability of operators to operate on the advertised route.

1.3 The Council is procuring the DPS as a central purchasing body only for itself.

2 **Background**

2.1 The Council invites suppliers to become an Admitted Participant (AP) for the provision of passenger transport services in South Gloucestershire. There are currently 33 operators that have a place on the Council’s current Passenger Transport Framework. All of these must now apply to join the DPS if they wish to continue working with the Council. New operators not currently on the Framework can also apply to join. The DPS can be joined at any time.

2.2 There is no limit on the duration of the DPS, but the Council reserves the right to terminate it at any time, after giving a minimum of three months’ notice.

2.3 Applicants should be aware that acceptance onto the DPS does not in any way guarantee work, including any minimum volumes of work.

2.4 To be included on the DPS, applicants will need to satisfy the Council that they meet the all the stipulated criteria set out in the SSQ at Appendix H. This will be assessed through the evaluation of the answers given in response to the exclusion questions and the general qualitative selection questions. Prior to the award of any contracts, the Council may require additional evidence to confirm the declarations made in the SSQ submission, plus supporting information to confirm the suitably of the supplier to operate a particular public transport service.

2.5 Applicants who satisfy the SSQ quality standards will become an AP on the DPS Approved List. Those who fail to meet the required standards will not be admitted onto DPS at that time, but may submit further applications during the lifetime of the DPS.

3 **Competition under the DPS**

3.1 Periodically, all the APs will be invited to tender for particular transport service call-off contracts, via the Supplying the South West/Procontract portal: [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) Contract award will be made to the Tenderer who meets all the core requirements of the competition and specification and submits the most economically advantageous tender. The allocation of routes will be based on: -

* The price tendered – 90% of the evaluation score;
* Travel distance (including mileage to/from the depot); and
* The CO2 footprint of the route delivery – 10% of the evaluation score
	+ The CO2 footprint will be calculated from the total mileage (including ‘dead mileage’ and the CO2 emissions of the vehicle to be used on the route.

3.2 The award of contract will be based on the most economically advantageous bid, which may not be the lowest price.

3.3 Tenders bidding for these opportunities must comply with the Council’s Terms and Conditions.

3.4 During each round of competitions, bidders may opt to tenders for as many opportunities as they wish, or decline if not suitable.

3.5 Contract award to an AP via competition does not imply any representation by the Authority as to AP’s financial stability, technical competence or ability in any way to carry out the services. The right to return to these matters as part of the formal tender evaluation process is hereby reserved by the Authority. Tenderers may be required to certify that the information contained within their SQ submission is still accurate when bidding for competitions and an AP may be asked to leave the DPS if it can not evidence all the necessary SSQ requirements. The DPS can subsequently be re-joined at any time when these requirements have been fulfilled.

**4 Core Requirements**

4.1 In addition to the minimum operator requirements specified by the SSQ, each contract tendered under this DPS may also have its own specific individual requirements. These will be clearly stated within each individual passenger transport competition. These additional requirements may preclude some APs that are unable to fulfil these for a particular route, e.g. size of vehicle, particular accessibility requirements etc.

5 **Operator Information**

5.1 At any time, the Council may ask APs to provide any of the following items of information within 1 working week:

* List of all drivers / Passenger assistants employed by the operator that may be used on contracts advertised through the South Gloucestershire Council DPS;
* List of all vehicles (including registration number, vehicle make and model and passenger capacity) that could be used on South Gloucestershire Council routes for the duration of the DPS;
* Copies of current vehicle insurance and public liability insurance documents. Please note that public liability must be for a minimum of £5m; and
* List of drivers / Passenger assistants detailing any training attended in the past year or any re-training required and DBS checks.

6 **Performance and Contract Monitoring**

6.1 The Authority shall measure the Contractor’s performance as per the terms and conditions of contract.

6.2 The Authority will arrange performance review meetings with operators to monitor the measures set out below:

* Route checks
* School / Centre visits
* Analysing of non-compliance issues and complaints
* Sampling of invoices
* Any electronic data information available e.g. Real Time Information

6.3 This may be carried out at any time throughout the Contract.

7 **Admittance onto the Dynamic Purchasing System**

7.1 This DPS is intended to commence on 28 October 2022 and will continue subject to satisfactory performance.

7.2 Applicants that successfully complete the DPS application stage, are required to sign and return a Supplier Letter of Appointment to become an AP.

8 **Suspension from the Dynamic Purchasing System**

8.1 Where an AP delivers unsatisfactory performance or there is evidence of a noncompliance issue, SGC reserves the right to suspend them from the DPS with immediate effect.

8.2 Where an AP is suspended from the DPS this will be for a maximum period of three calendar months dependent upon the severity of the unsatisfactory performance or non-compliance issue.

8.3 Where an AP is suspended from the DPS they will automatically be returned onto the DPS as an AP on the day the suspension is lifted as notified by SGC in writing.

8.4 Where a company disagrees with the decision to suspend them from the DPS they can appeal this decision. In the first instance, this should be in writing to the Council’s ITU Manager. If following this investigation the company still disagrees with the decision, the appeal can be escalated in writing to the Transportation and Procurement Service Manager.

**9 Removal from the Dynamic Purchasing System**

9.1 If an AP breaches any ‘Termination of the Contract’ clauses, SGC reserves the right to remove them from the DPS with immediate effect. Also route specific contracts may also be terminated.

9.2 Where an AP no longer meets all of the core requirements SGC reserves the right to remove them from the DPS with immediate effect.

9.4 If an AP has been removed from the DPS they can apply to be re-admitted, but only after a minimum period of three calendar months has elapsed from the date of removal. Applicants who are re-applying should submit their entire bid, not just the area that caused the removal from the DPS.

9.5 Where a company disagrees with the decision to remove them from the DPS they can appeal this decision. This should be in writing to the ITU Manager detailing the reasons for appeal so that this can be investigated. If following this investigation the company still disagrees with the decision the appeal can be escalated in writing to the Transportation Service Manager.

9.6 APs can request to be removed from the DPS at any time by giving three calendar months’ notice to the SGC in writing.

10 **Specification**

10.1 This DPS is for suitably qualified PCV and Taxi Operators to supply transportation services for School, Adult Services, Special Needs and Ad-hoc Transport.

10.2 Vehicle requirements will include taxis, minibuses, medium coaches, large coaches and wheelchair accessible vehicles. Vehicle requirements will be advised for each individual route.

10.3 The core work will be AM and PM runs, predominately within South Gloucestershire and neighbouring authority areas, operating Monday to Friday. However, there may also be some journeys involving longer distances, and ad-hoc work that may require evening or weekend provision.

10.4 Please see full details of the Specification at Appendix C.

11 **Term of Contract**

11.1 The Council’s intention is to run the DPS for a minimum four-year period, but reserves the option to extend it further.

11.2 This DPS will commence on 28 October 2022.

11.3 The Council reserves the right to terminate the DPS at any time, giving three months’ notice, in accordance with the Terms and Conditions.

**SECTION 2 – INSTRUCTIONS TO TENDERERS**

**12. General Provisions**

12.1 These Instructions to Tenderers together with the Specification, the Conditions of Contract, the Tender and the acceptance thereof [and other documentation referred to in paragraph 15.4 below] shall constitute the whole agreement between the Council and the Tenderer.

12.2 Tenderers must comply with these instructions. The Tenderer must complete and return, in its entirety, the Standard Selection Questionnaire (at Appendix H). Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final.

12.3 By inviting you to tender and/or including you on a list of selected candidates the Council makes no representations whatsoever regarding your financial stability, technical competence or ability in any way to carry out the services.

12.4 The Council does not bind itself to accept the lowest or any tender.

12.5 The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with the tender.

12.6 The Council may in its absolute discretion withdraw this invitation to tender at any stage.

**13 Confidentiality and Related Matters**

13.1 Invitations to tender and details of the project must be treated as private and confidential, save to the extent allowed by the Council as part of the tendering process. You must not disclose that you have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know and those of your professional advisers who you need to consult for the purposes of preparing the tender.

13.2 The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.

13.3 During the tender evaluation process the Council shall treat all information which a Tenderer properly identifies as commercially sensitive information as confidential.

13.4 Following the evaluation and award of the Contract, the Council will continue to honour confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000 and Transport Act 1985. Tenderers must recognise that it is the Council's aim (consistent with the principles of the Act) is to make available to the public as much information as possible about its contracting arrangements subject also to having regard to the legitimate commercial interest of Tenderers. Only information which is genuinely confidential or commercially sensitive shall be protected from disclosure. Note in particular that in order to comply with government requirements the Council may publish information about the contract including (but not limited to) these invitation to tender documents, the terms of the agreement, the contract value and duration, the contractor’s contact details and payments made to the contractor under the contract.

13.5 The Council cannot accept any request for provisions in the Contract which seeks to identify as confidential information which is not strictly confidential in nature. The Council will not hold information "in confidence" where it is not in fact confidential information.

13.6 Any request made by a third party to the Tenderer to disclose information relating to this tender shall be referred immediately to the Council. The Contractor shall not disclose any information themselves.

13.7 The successful Tenderer should be aware that following the award of the Contract, the Council shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Council shall seek to agree with the successful tendered the nature of the information to be so protected.

**14 Workforce and Related matters**

14.1 The contracting authority may include obligations within a specification and contract conditions relating to workforce matters, including the potential transfer of staff.

14.2 These obligations require a contractor to protect terms and conditions (including pensions) of transferring staff and to employ new-joiners on “terms and conditions which are, overall no less favourable than those of transferred employees” and to give them reasonable pension arrangements. Service providers will be required to take account of these obligations in preparing their tender and negotiating the contract. See the Code of Practice – Workforce Matters in Local Authority Service Contracts (2003) at [www.local.gov.uk](http://www.local.gov.uk)

**15 Tender Submission**

15.1 Tenders must be submitted strictly in accordance with the instructions.

15.2 Tenders submitted not strictly in accordance with these instructions may not be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified.

15.3 This tender is being conducted electronically through the “Supplying The South West” e-tendering portal ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)). Suppliers receiving this Invitation to Tender will already be registered on the portal.

15.4 Returned Tenders must include:

* These Instructions
* The Specification
* The Code of Practice and Working Procedure
* Completed Standard Selection Questionnaire
* The Form of Tender (Appendix A)
* The Declarations (Appendix B to these Instructions) regarding Conflict of Interests, Canvassing and Collusive Tendering and Equalities with the details of the person responsible for submitting the tender inserted

15.5 The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.

15.6 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.

15.7 If you require assistance in using the ProContract system, please read the comprehensive ProContract reference guides. This can be accessed by clicking the icon located top right on the ProContract System home page.

15.8 If, after reading the ProContract reference guides, you are still unable to resolve your system issue and require support, please contact the Due North Technical Support Team:

* + - By Tel: 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays); and
		- By Email: swsupport@due-north.com

15.9 If you are still having difficulties completing the tender application forms message the Council via the Procontracl Portal for additional support.

15.10 Where Tenderers have any questions about the Specifications or other Contract Documentation these should be submitted through the Question and Answer facility on the e-tendering portal as soon as possible, and in all events prior to the submission of tender. If no questions are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.

15.11 It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under the contract and for all matters and things necessary for the proper performance of the contract.

15.12 Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.

15.13 No servant or agent of the Council (other than the Director of Environment & Community Services or such other person authorised by him) has authority to vary or waive compliance with any part of the tender documents or the contract.

15.14 The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful Contractor without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers via the portal.

15.15 In submitting a Tender, Tenderers accept that:

* the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken

15.16 **Tenders must be submitted electronically via the e-tendering portal.** All required documents (see above) must be returned as electronic attachments to your submission via the portal.

15.17 No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.

15.18 The tender shall be submitted on the basis that it shall remain in force for a minimum of four months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time then the tender shall be deemed to be withdrawn.

15.19 Tenderers undertake that, (in the event of the tender being accepted by the Council) within fourteen days of being called upon so to do they will execute a formal agreement in the terms set out at [Appendix D]. Until such a formal agreement is executed with this tender, together with the written acceptance of it, shall form a binding agreement. NB No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.

15.20 Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.

15.21 Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract and to recover from the appointed Contractor the amount of any loss arising from the cancellation if the Contractor:

1. shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
2. shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
3. shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.

Tenders for call-off contracts must be exclusive of Value Added Tax (VAT).

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**Appendix A**

**FORM OF TENDER**

|  |  |
| --- | --- |
| **Tender for Contract:** | **Passenger Transport DPS** |
| **Supplier Name:** |  |

I/We the person named below hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to provide Services to the Council as described in and in accordance with the Invitation to Tender

I/We confirm that:

1. I/We are fully conversant with all the contract documentation included in the Invitation to Tender; and
2. This tender is submitted strictly in accordance with that contract documentation and is without any conditions or qualifications whatsoever; and
3. On being called upon to do so by the Council, I/We shall execute the form of Agreement acknowledging our willingness to be bound by the Contract.

**Person authorised to submit the Tender:**

**Name:**

**Position:**

**Dated: ……………………………………………………………………………............**



**Appendix B**

**DECLARATIONS**

|  |  |
| --- | --- |
| **Tender for Contract:** |  **Passenger Transport DPS** |
| **Supplier Name:** |  |

CONFLICT OF INTERESTS, CANVASSING & COLLUSIVE TENDERING & EQUALITIES

1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest that may arise either during the term of the Contract or for a period of two years after its termination;

2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act;

3 I/We certify that:

1. this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.
2. I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf has done any such act.
3. that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

(i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.

(ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Instructions to Tenderers).

(iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

4 I/We hereby confirm that I/We comply with all legislation, official guidance and codes of practice relating to equal opportunities, including but not limited to the Equality Act 2010 and any regulations made thereunder:

Person authorised to submit the Tender:

Name:

Position:

Dated: ……………………………………………………………………….................