**Invitation to Tender (ITT)
Instruction Document**



**Concession Contract for Supply and Maintenance of Passenger (Bus) Shelters and Advertising**

**FTS no. 2024/S 000-022955**

**July 2024**

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# Section 1 – Background and Timetable

## Introduction

* + 1. Folkestone & Hythe District Council (F&HDC) wishes to select and appoint a suitable supplier to install and maintain passenger shelters across the district in exchange for the supplier’s exclusive right to sell advertising on their equipment – and invites organisations to submit a tender to meet F&HDC's requirements. The specific requirements for the concession contract are detailed in the Specification at **Appendix A** (including annexes).
		2. This tender will be conducted using a single stage 'open' procedure.

Please note: this tender is for a concession contract and is governed by the Concession Contracts Regulations 2016.

* + 1. The contract is anticipated to start 1 December 2024 and continue for a period of 10 years (with the option to extend for a further period (or periods) of a minimum of 3 years up to a maximum of 5 years).

## 1.2 ITT Timetable

1.2.1 The key dates for this tender are outlined in the timetable below.

1.2.2 While we do intend to keep to this schedule, these dates are estimates and we may amend or deviate from the timetable. If we do change the timetable, we will notify you of the changes.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Wednesday 24 July 2024 | Publication of Invitation to Tender (ITT) document pack |
| Monday 19 August 2024 | Deadline for clarification questions |
| Thursday 29 August 20241 PM | Tender Return Date |
| Friday 20 September 2024 | Successful/unsuccessful notifications |
| Monday 30 September 2024 | End of 'Standstill' Period |
| 1 December 2024 | Contract start date |

# Section 2 – Supplier Responses

## 2.1 Instructions for Tenderers

2.1.1Read these instructions carefully before completing the **Invitation to Tender Supplier Response document**. It is your responsibility to make sure the document is fully completed with any other required documents. If you fail to comply with these requirements, we may reject your tender.

2.1.2 By submitting a response to this ITT, you confirm that you understand and can provide services (or works or goods) that satisfy the requirements described in our specifications.

2.1.3 Complete the following documents and upload them to the **Kent Business Portal** ([kentbusinessportal.org.uk](https://www.kentbusinessportal.org.uk/)) by attaching them to your online response.

* **Standard Selection Questionnaire (SQ)**
* **ITT supplier response document**

If possible, please return these documents in the file format provided (e.g. .doc, .xls, etc.) or a compatible format. If you need the documents provided to you in an alternative file format, please ask using the 'Messages' function in the portal.

2.1.4 You must submit your tender via the **Kent Business Portal**. We cannot accept tenders returned by post or email. If you have any difficulty using the portal, please contact us in plenty of time before the Tender Return Date.

2.1.5 Section 4 for information about site visits.

2.1.6 Section 5 (interviews) is not used.

2.1.7 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to the contract.

2.1.8 You are permitted include appendices with your tender to support answers to the quality/technical questions in the **Invitation to Tender Supplier Response document.** Any additional documents you include should be relevant and, if part of your answer to a quality question, comply with any word count limits.

2.1.9 You are not required to submit copies of audited accounts, insurance certificates or company policies with your tender. If you are successful, you must provide these and any other evidence we request, before F&HDC enters into contract with you.

2.1.10 Tenders must be submitted by the Tender Return Date (see section 1.2). We will not consider late tenders unless agreed by the F&HDC's authorised officers in exceptional circumstances.

2.1.11 **Tender Validity –** your tender must be open for acceptance for at least 90 days from the Tender Return Date. We will not accept any changes to your tender in that period, unless a genuine error is found and corrected before we make the award decision.

2.1.12 **Modification & Withdrawal –** You may modify or withdraw your tender at any time before the Tender Return Date. This should be done using the Kent Business Portal. If you need to withdraw your tender after the deadline, please send a message using the 'Messages' function within the portal.

2.1.13 **Queries and Clarifications –** All enquiries about this ITT should be sent using the 'Messages' function within the Kent Business Portal. We will try to answer all questions as quickly as possible before the Clarification Closing Date. We recommend you submit your questions as early as possible.

## 2.2 Price

2.2.1 Please complete the **ITT Supplier Response document**.

 Detailed instructions on how to complete the schedule are included in that document.

2.2.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).

2.2.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.

2.2.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

2.2.5 If we find any arithmetical or mathematical errors in your tender, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your tender is complete, comprehensive and correct.

# Section 3 – General Instructions

3.1.1 **Amendments to the ITT -** At any time before the Tender Return Date, F&HDC may amend the ITT document(s). All tenderers will be notified of any changes and F&HDC may choose to change the Tender Return Date to extend the deadline, if we consider this necessary.

3.1.2 **F&HDC's Right to Reject or Not to Award –** F&HDC reserves the right to reject any tender, or abort the tender process at any time, or to not award the contract to any organisation, without incurring any liability to the affected tenderers.

3.1.3 **Confidentiality -**All information supplied in connection with this ITT is confidential and by submitting a tender, you agree to be bound by the obligation to preserve the confidentiality of all such information.

3.1.4 **Freedom of Information –** F&HDC is subject to the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. You should identify any information in your tender that you require to remain confidential or consider to be commercially sensitive. We will honour this, if authorised by the provisions of the Act.

3.1.5 **General Data Protection Regulations (GDPR)**

F&HDC processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy.

This applies to information provided as part of a tender process. FH&DC's data retention policy states that your tender may be kept for up to 3 years after the award of the contract (or the date F&HDC cancels the tender process). If your tender is successful, it will be kept for a minimum of 12 years after the expiry of the contract.

[Go to F&HDC's Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information.

3.1.6 **Publicity –** Do not advertise or publicise the provision of the goods/services/works or the award of any contract will unless and until F&HDC gives written consent to the advert or article. You must ask permission for each publication and provide a draft of the text for F&HDC's approval.

3.1.7 **Transparency –** F&HDC must comply with transparency obligations and publish certain information about this ITT and any resulting contract(s). F&HDC routinely publishes details of our contracts on the Kent Business Portal and our website, including the estimated value of contracts and the identities of its contractors.

# Section 4 – Site Visits

4.1.1 You are welcome to make a personal inspection of any of the sites listing in Annex A. However, F&HDC officers will **not** be available to facilitate any site visits you wish to make.

4.1.2 It is your responsibility to obtain all information you need for preparing your tender and to make sure your quotation takes into account all circumstances and is fully comprehensive.

4.1.3 F&HDC will not reimbursement your organisation for any costs associated with preparing your quotation.

4.1.4 The information provided by F&HDC is provided in good faith to assist you in preparing your quotation. No guarantee is given that the information is complete or exhaustive.

4.1.5 Questions about the Specification and supporting documents should be sent through the ‘Messages’ function in the Kent Business Portal.

# ~~Section 5 – Presentations and Interviews~~

Not used.

# Section 6 – Evaluation

## 6.1 Evaluation Criteria

6.1.1 We will evaluate the tenders to find the 'most advantageous tender' (MAT) based on the following criteria:

 ‘Quality’ 75% **section 6.2** **(Quality Evaluation)**

 ‘Customisation Offer’ 5% **section 6.3** **(Return Evaluation)**

 ‘Financial Return’ 20% **section 6.3** **(Return Evaluation)**

6.1.2 During the evaluation, we may contact you to clarify something in your tender or to check information in your tender which we think could be incorrect. We will send these questions through the ‘Messages’ function in the Kent Business Portal. You should answer any questions we have promptly by replying to the message in the portal.

6.1.3 We are not responsible for finding errors in your tender. It is your responsibility to make sure your tender is complete, comprehensive and correct. We are not obligated to accept corrections to any errors in your tender which result in your tender being rejected or given a particular score.

## 6.2 Quality Evaluation

6.2.1 You must complete all questions in Section 1of the **Invitation to Tender Supplier Response document**. Responses to the questionnaire will be evaluated on a pass/fail basis unless the question states otherwise. Any organisation which fails any section of the questionnaire will be disqualified and their tender will be rejected.

6.2.2 We will assess the 'quality' part of your tender using your responses to the quality questions set out in Section 2.1 of the **Invitation to Tender Supplier Response document.** These questions are based on the parts of the service (or works or goods) that we consider to be the most important to F&HDC.

6.2.3 The maximum quality score of 75% is divided across each of the quality questions in Section 2.1. The weighting of each question is shown below.

* Q1: mobilisation 20 %
* Q2: maintenance service proposal 20 %
* Q3: advertising offer 10 %
* Q4: environmental impact 10 %
* Q5: social value 15 %
* **Total Quality Score 75** **%**

6.2.4 Each question will be scored 0-5 based on the following method:

|  |  |  |
| --- | --- | --- |
| **Quality** | **Description** | **Score** |
| Superior | As Comprehensive, but to a significantly better degree and a response which goes above and beyond to answer the question.Answer demonstrates detailed understanding of the subject and/or F&HDC's specific requirements, and demonstrates an innovative or independently proactive approach on the subject. The answer is supported by specific detail. | 5 |
| Comprehensive | A comprehensive response submitted in terms of detail and relevance to the question.Answer demonstrates detailed understanding of the subject and/or F&HDC's specific requirements, and demonstrates a proactive approach on the subject. The answer is supported by specific detail. | 4 |
| Acceptable | An acceptable response submitted in terms of the level of detail, accuracy and relevance.Answer demonstrates clear understanding of the subject and/or F&HDC's requirements, and demonstrates the tenderer's competence on the subject. | 3 |
| Limited | Limited information provided, and/or a response that is inadequate or only partially addresses the question.Answer demonstrates a general understanding of the subject, but fails to demonstrate sufficient understanding of F&HDC's priorities and/or lacks sufficient detail to demonstrate the tenderer's competence on the subject. | 2 |
| Inadequate | Inadequate detail provided and some of the questions not answered, and/or some of the answers to questions are not directly relevant to the question.Answer demonstrates an awareness of the subject, but fails to demonstrate the tenderer's competence on the subject. | 1 |
| Deficient | Response to the question (or an implicit requirement) significantly deficient or no response given.Answer fails to answer the question or fails to answer significant parts of the question. | 0 |

6.2.5 We will score your answers to the quality questions out of a maximum of 5 points each (as above), and calculate a weighted score for the question.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Score (out of 5)** | **Weighted Score** |
| Criteria A | 50% | 4 | 40% |

If ‘Criteria A’ was weighted 50% and the suppliers response received a score of 4 out of 5 then the following formula would be applied:

 = (Weighting / maximum score) \* score awarded = Criteria awarded %

 = (50/5)\*4 = 40%

6.2.6 If more than one person scores the tenders, a consensus scoring mechanism will be used (i.e. the panel will agree a score for each marked element).

6.2.7 The purpose of this ITT is to select the organisation(s) best able to fulfil F&HDC's contract requirements. If your organisation achieves a score of 2 or lower for more than one question in Section 2.1, we may reject your application.

## 6.3 RETURNS Evaluation

6.3.1 We will score your offer Customisation Offer and Financial Return Offer (**ITT supplier response** section 3) against the highest value offer.

The highest value Customisation Offer will receive the full score available of 5%.

The highest value Financial Return Offer will receive the full score available of 20%.

Lower bids will be weighed using the following formula: (your price ÷ highest price) × weighting.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|   | **Bid** | **Weighted Score** |
| **Supplier 1** | £12,000 | 20% (maximum score available) |
| **Supplier 2** | £18,000 | 15% |
| **Supplier 3** | £24,000 | 10% |

## 6.4 Notification

6.4.1 Once we have completed the evaluation, we will send all organisations an 'Intention to Award' letter confirming whether their tender is successful or unsuccessful. This letter will include some feedback on your tender and the details of who to contact for more information about our decision.

6.4.2 F&HDC is required to hold a mandatory standstill period of 10 days. The Intention to Award letter will confirm the date this period will end. We will not enter contract before the end of the standstill period.

# Section 7 – Terms and Conditions of Contract

7.1.1 The Terms and Conditions of Contract F&HDC intends to use for this contract are contained in **Appendix B**. We will not accept any alternative terms and conditions submitted as part of your tender.

 *NB: Appendix Bii shows tracked changes from the original draft issued with the PIN notice for your convenience. Appendix Bi is a clean version of the same document.*

7.1.2 If you have any queries or concerns about the Terms and Conditions of Contract, or required a non-material change to the terms, you **must** ask about this during the clarifications period and before the Tender Return Date.

7.1.3 F&HDC may agree to any non-material changes to the Terms and Conditions of Contract which you consider to be in the interests of F&HDC and the project. However, any agreement will be at the sole and exclusive discretion of F&HDC after the proposed changes have been reviewed by our legal team.