

**INVITATION TO TENDER**

**for the Provision of a**

**Passenger Transport**

**Dynamic Purchasing System**

ProContract Reference: DN337270

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**SECTION 1 – THE REQUIREMENT**

1.1 **Introduction**

Bath & North East Somerset Council wishes to establish a multi-provider Dynamic Purchasing System (DPS) for the provision of Passenger Transport Services.

The existing DPS will come to an end on 31 March 2019 and the Council is required by law to re-tender this from scratch, in line with the Public Contracts Regulations 2015.

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

Note: A Dynamic Purchasing System is a type of framework agreement whereby companies apply to be added to a selected list of approved suppliers. New companies can be added to the list over the 4 year lifetime of the DPS. Companies can also be removed from the list if they have not performed in line with the agreement.

1.2 **Background**

There are currently 66 companies who have won a place on the existing DPS. All of these **must** reapply if they wish to continue working with the Council from April 2019 and any new companies that are not currently on the DPS are entitled to apply.

1.3 **Specification**

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

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

The core work will be am and pm runs, predominately within the Bath and North East Somerset and neighbouring authority areas, operating Monday to Friday. However there are some journeys involving longer distances, and ad- hoc work, which may require evening or weekend provision.

Following the evaluation of the Selection Questionnaire successful companies will be added to an approved list.

Successful companies will then be invited to bid for routes and, subject to agreeing and signing a contract, successful bidders will be offered the route(s) for a period of up to four years. Each route will be treated as a separate contract and may be subject to change during the period of the main Contract.

Following acceptance on to the DPS, all contractors will be sent details of available routes and invited to provide a price per journey for all routes they wish to bid for.

The allocation of routes will be based on price.

Number of routes: Approximately 300.

1.4 **Term of Contract**

This DPS will commence on 1 April 2019 and expire on 31 March 2023.

**SECTION 2 – INSTRUCTIONS TO TENDERERS**

2.1 **E-tender System**

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help facility on the Homepage.

Supplier Guidance documents are also available to view and download.

**Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-tendering system at** [**www.supplyingthesouthwest.**](http://www.supplyingthesouthwest.com)**org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.**

If you are still unable to resolve your issue in using the system you should send an e-mail to [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) explaining the nature of your query.

2.2 **Register Intent or opt out**

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Tenderer does not wish to, or is unable to submit a Tender and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 **Preparation of tender**

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Tenderers will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-tender system.

2.4 **Price Schedule/s**

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling.

2.5 **Other Documents or Supporting Evidence**

As instructed to do so within the e-tender system, the Tenderer must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council’s decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

2.6 **Submission deadline**

Tenderers are required to submit their Tender within the e-tender system by Monday 3rd September at 14.00 hours.

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer’s responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time. Emailed or hard copy Tenders will not be accepted.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which tenders are invited.

2.7 **Tender Validity**

The tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date of the Tender, to enable to the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation’s name and any potential commercially sensitive information.

2.9 **Confidentiality**

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an ‘In Confidence’ basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.10 **Grounds for Rejection**

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

* A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council’s submission requirements which have been notified to Tenderers;
* the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify at Appendix XX that it has fulfilled these requirements;
* the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
* the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
* there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
* dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.11 **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
* accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 **Freedom of Information Act**

Tenderers should note that the Council is subject to the ‘Freedom of Information Act 2000’ and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers’ statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 **Transparency**

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency code 2015](file:///S:\Corporate%20Procurement%20Team\Procurement\Transparency%20Code%202014\Local%20Government%20Transparency%20code%202015.pdf)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council’s right to publish details of expenditure as well as information contained within the supplier’s tender.

2.14 **Equality**

Bath & North East Somerset Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area.    This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.15 **Ethical Standards**

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

2.16 **Procurement Timetable**

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| **Date or Target Date** | **Activity** |
| **3rd August 2018** | ITT issued to potential suppliers |
| **Monday 3rd September 2018 at 14.00 hours** | Closing date and time for receipt by the Council of the Selection Questionnaire |
| **By 21st September** | Evaluation of the Selection Questionnaire responses |
| **28th September 2018** | Award decision made |
| **8th October 2018** | Expiry of standstill period |
| **12th October 2018** | DPS award concluded |
| **November 2018** | Issue Mini-Competitions for Individual Routes |
| **1 April 2019** | Commencement Date of DPS |

2.17 **Required documents**

Within this Tender process Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

|  |  |
| --- | --- |
| **DOCUMENT TITLE** | **COMPLETE AND UPLOAD** |
| Section 1 – The Requirement including specification | 🗶 |
| Section 2 – Instructions to Tenderers | 🗶 |
| Section 3 – Questionnaire | 🗶 |
| Section 4 – Evaluation and Award | 🗶 |
| Appendix 1 – Terms & Conditions of Contract | 🗶 |
| Appendix 2 - Selection Questionnaire and Price Matrix | 🗶 |

Please Note: The completion and electronic return of all the documents ticked above is mandatory

**2.18 Terms & Conditions**

The Council’s Terms and Conditions of Contract are attached at Appendix 2. These are the terms that will apply to this contract.

**2.19 Appendices**

You are required to complete the Questionnaire which can be found at Appendix 3 and return with your completed response.

**SECTION 3 - Selection Questionnaire**

**The Selection Questionnaire and Price Matrix are in Appendix 3 as an attachment to this tender document. Please download and complete this document.**

**Notes for completion**

1. Please ensure that all questions are completed in full, and in the format requested.
2. Failure to complete any of the questions will mean that we will be unable to evaluate your response and you will not be selected for the DPS.
3. Return the questionnaire and price matrix in the ProContract system. We do not recommend that you leave it to the last minute to respond. It takes time to load up the document and once the deadline date and time has been reached you will no longer be able to upload any documents. We recommend you allow at least 24 hours before the deadline to upload and send documents.
4. Please remember to press ‘submit’. Uploading the documents alone will not send them to us. You must press ‘submit’.
5. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**SECTION 4 – EVALUATION AND AWARD**

4.1 Evaluation and Award

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council’s procedures.

The Council expects to make an award for the Contract within 15 days of the closing date for the submission of tenders. The Council may, if necessary, extend the period for completing the award process.

The decision whether to appoint companies to the DPS is determined on a Pass or Fail basis.

All companies, whether successful or not will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Upon acceptance, a Contract shall thereby be constituted and become binding on both parties. Companies must not undertake work without written notification that they have been awarded a Contract and are required to start work.

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Tenderers in preparing their responses.

Companies should also note that, should they be successful, the Council reserves the right to terminate the Contract if at any time it is discovered that the company made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in their submission.

4.2 Clarifications

Upon examination of the responses, it may be necessary for the evaluators to ask for clarifications or further information. The question(s) will be submitted on the e-tendering system and tenderers must respond in the same manner.

Clarifications received from tenderers outside the e-tendering system will not be responded to.

4.3 Customer References

The Council may take up references for the winning Company.

4.4 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

4.5 Contract Award and Debriefing

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful companies as follows:-

The successful companies will receive a written notification letter that the Council is intending to award them a place on the DPS subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Council intends to award the Contract and the names of the winning companies. We will explain why you did not pass.

The 10 day standstill period starts on the day after the date of the notification letter. The letter will advise the date the standstill elapses which shall not be on a weekend or Bank Holiday.

The Council will be careful not to disclose confidential information of the successful Contractor and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

**APPENDIX 1**

**TERMS AND CONDITIONS OF CONTRACT – see attachment in ProContract**

**APPENDIX 2**

**SELECTION QUESTIONNAIRE – see attachment in ProContract**

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