

Examples of Mini Competition
Documents
(For Information Only).

RFQ Title

Instructions

Contract Specific requirements

Route Specifications

IMPORTANT NOTE

Only responses submitted through “[Supplyingthesouthwest.org.uk](https://supplyingthesouthwest.org.uk)” for this contract opportunity will be accepted. No postal, e-mail or hand delivered RFQs will be accepted. For more information please read the instructions to Suppliers.

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INSTRUCTIONS TO SUPPLIERS

Wiltshire Council is committed to safeguarding all children, young people and vulnerable adults. We believe that all children, young people and vulnerable adults have an equal right to protection from abuse, regardless of their age, race, religion, ability, gender, language, background or sexual identity and consider the welfare of the child/ young person / vulnerable adult is paramount.

Transport operators will be expected to work with the Council by ensuring that Safeguarding is at the heart of the operation of all contracted Journeys.

1 **General**

The Authority invites bids for the provision of Services in accordance with these Instructions.

1.1.1 Suppliers may bid for any or all of the routes.

1.2 **Procurement timetable**

1.2.1 The intended duration of the contracts is five years with a two year extension. The Authority intends to award the contracts during Date and reserves the right to award the contracts at such or at a later date, or not at all.

1.2.2 The Authority proposes the following timetable for the award of the Contracts:

<u>Activity</u>	<u>Date</u>
Dispatch of RFQ Advert	
Deadline for the Return of RFQ Documents	
Contract Award	
Contract Commencement	
Contract End Date	
Possible extension until	

1.2.3 The Authority reserves the right to change the above timetable and Suppliers will be notified accordingly where there is a change in the timetable.

1.3 **RFQ submission**

1.3.1 The supplier must complete and return all documents (which must be submitted in English) requested within the Supplier Submission and relevant fields within Pro Contract.

1.3.2 Suppliers must only respond through the “Supplying the Southwest Portal” using the response wizard. No postal or hand delivered RFQs will be accepted.

- 1.3.3 No RFQ received after the time and date specified and/or provided other than in accordance with 1.3.1, 1.3.2 shall be accepted or considered under any circumstances.

1.4 Clarification and queries

- 1.4.1 There will not be any negotiations of any of the substantive terms of the RFQ Documents. Only clarification queries relating to the RFQ Documents and Pro Contract will be answered.
- 1.4.2 Should any prospective Supplier have any query in connection with any of the RFQ Documents, submission procedure or routes, they must direct all enquiries by message through Pro Contract.
- 1.4.3 The Authority may in their absolute discretion refrain from considering any RFQ if:
- i. the RFQ is not in accordance with the Instructions to Suppliers (this document) and all other provisions of the RFQ Documents; or
 - ii. the Supplier submitting the RFQ makes or attempts to make any qualification or variation to the terms of the RFQ Documents save where a variation or alteration is invited or permitted by the Authority; or
 - iii. the RFQ contains gaps or omissions.
- 1.4.4 Should any additions or deletions to the RFQ Documents be considered necessary prior to the date for submission of RFQs, these will be issued by the Authority to all Suppliers and will be deemed to then form part of the RFQ Documents. The Authority reserves the right to extend any date for submission of the RFQs accordingly.
- 1.4.5 RFQs should be submitted exclusive of Value Added Tax (VAT).
- 1.4.6 If the Authority suspects that there has been an error in the pricing of the supply of the Services the Authorities reserve the right to seek such clarification as it considers necessary from that Supplier only.
- 1.4.7 The Services to be provided will be ascertained with reference to the Specification and other documents listed in the accompanying Form of RFQ. The price of supplying the Services to be provided shall be the fully inclusive cost of supplying the Services and fulfilling all of the obligations of the Supplier under the documents listed in the accompanying Form of RFQ. Without limitation to the foregoing the price shall include the following, together with any costs in connection therewith:
- i. Labour (including, for example, such costs as: salaries, overtime, subsistence, travelling, insurance, pensions, bonuses, accommodation etc.)
 - ii. Establishment charges, administration costs, overheads, disbursements and profit.
 - iii. Non re-chargeable staff.
 - iv. Materials, goods and consumable supplies.
 - v. Vehicles.

- vi. Computer hardware and software and any licence fees.
- vii. Office equipment.
- viii. Communications, postage, printing and general presentation materials.
- ix. Compliance with all obligations in the Standard Terms and Conditions accompanying these Instructions including audit monitoring and financial requirements.

1.4.8 A Supplier shall be deemed to have satisfied themselves before submitting their RFQ as to the accuracy and sufficiency of the prices and rates as stated in the Pricing Schedule which shall cover all obligations under the Contract and a Supplier shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its RFQ.

1.4.9 The Authority is not bound to accept the lowest or any RFQ. Where the Authority has asked for various elements to be priced the Authority may take up any, all, or none of these.

1.4.10 Any RFQ in respect of which the Supplier:

- i. has directly or indirectly canvassed any official of the Authority; or
- ii. obtained information from any other person who has been contracted to supply goods or provide services or works to the Authority concerning the award of the Contract; or
- iii. who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Supplier; or
- iv. fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- v. communicates to any person other than the Authority the amount or approximate amount of the prices shown in the Pricing Document except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the RFQ or for the purposes of insurance or financing; or
- vi. enters into any agreement with any other person that such other person shall refrain from submitting a Form of RFQ or shall limit or restrict the prices to be shown or referred to by another Supplier; or
- vii. offers to agree to pay to any person having direct connection with this RFQ process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Supplier or any other person's proposed Form of RFQ, any act or omission; or
- viii. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,
- ix. shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the

Authority or any criminal liability which such conduct by a Supplier may attract.

- 1.4.11 The Supplier is responsible for obtaining all information necessary for the preparation of its RFQ and all costs, expenses and liabilities incurred by a Supplier in connection with the preparation and submission of a RFQ shall be borne by the Supplier.
- 1.4.12 All information supplied by the Authority in connection with this ITT shall be treated as confidential by Suppliers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the RFQ.
- 1.4.13 The documents which constitute the RFQ Documents and all copies thereof are and shall remain the property of the Authorities and save for the purposes of the RFQ, must not be copied or reproduced in whole or in part and must be returned to the Authorities upon demand.

1.5 Warranties and disclaimers

- 1.5.1 In submitting a RFQ the Supplier warrants and represents and undertakes to the Authority that:
- x. it has not done any of the acts or matters referred to in Section 1.4.10 of this ITT and has complied in all respects with this ITT;
 - xi. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier or its employees in connection with or arising out of the RFQ are true, complete and accurate in all respects;
 - xii. it has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the Authority;
 - xiii. It is of sound financial standing and the Supplier and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Supplier submitted to the Authority) which may adversely affect such financial standing in the future;
 - xiv. by the date on which the Contract commences and during the period of the performance of the Contract, it will procure that it has sufficient working capital, skilled staff, equipment, machinery and other resources available to provide the Services in accordance with and for the duration of the Contract; and
 - xv. it has obtained or will have obtained by the commencement of the Contract any necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the duration of the Contract obtain and maintain all further and other necessary consents, licences and permissions to enable it to provide the Services.

1.6 Authority warranties and disclaimers

- 1.6.1 The fact that a Supplier has been invited to RFQ does not necessarily mean that it has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the RFQ evaluation process.
- 1.6.2 The Supplier shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Supplier save as expressly provided for in the Contract.

1.7 Notification

- 1.7.1 The RFQ shall remain open for acceptance for a period of 17 weeks from the closing date for the receipt of RFQs.
- 1.7.2 Any acceptance of a RFQ by the Authority shall be in writing and shall be communicated to the Supplier. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed supplier shall upon request of the Authority execute a formal Contract in writing in the form of Contract provided with the RFQ Documents.

1.8 RFQ evaluation

- 1.8.1 The RFQs will be considered on the most economically advantageous to the Authority. In evaluating the RFQs, the Authority shall be seeking to ensure the best quality of service and the best financial performance from the Supplier including the continuous improvement in the standard of service and the level of cost of the service provided in accordance with Government requirements under Best Value (Local Government Act 1999 and associated Regulations). Evaluation criteria to be used for this RFQ are:

Evaluation criteria

Evaluation Criteria	Weighting
Price	100%

- 1.8.2 Suppliers must demonstrate that they are technically and operationally competent and able to meet the specifications, and requirements applicable to the allotted route capacity.
- 1.8.3 Operators that are not currently registered on Wiltshire Council's Transport RFQ List and who are successful in the RFQ for a route(s) will have to fully complete an application form and be accepted by the Passenger Transport Unit before any contract(s) can be fully awarded.
- 1.8.4 In order for combined bids to be successful each individual proposal will be evaluated using the following criteria:

- i. Can the passengers on board the proposed combined route safely travel together
 - ii. Is the time spent on board reasonable
 - iii. If the proposed combined route meets these criteria the price of the combined route will be compared with the best combined price of the routes proposed to be merged.
- 1.8.5 Where a combined bid is submitted, the authority may seek clarification to ensure that points i & ii above have been fully considered. The authority reserves the right not to award any proposed combined bids even where there may have been a better price / quality score submitted.
- 1.8.6 The Authority reserves the right at its sole discretion to conduct a Pre Contract Award meeting or request the supplier to attend a meeting prior to award of contract as part of its assessment of RFQs received. The pre award meeting will examine the following,
 - 1. Vehicle specification
 - 2. Driver Route Training
 - 3. Contingency arrangements
 - 4. Pricing Elements
- 1.8.7 If the supplier cannot satisfy these requirements the Council reserve the right not to award the contract to that supplier and repeat the award process with the next lowest Supplier.

1.9 Best and Final Offers

- 1.9.1 Where two or more Suppliers have an equal score (equal lowest price for price only evaluations) for any lot or individual route, those Suppliers with the equally lowest score will be asked to submit a best and final price for that route. Suppliers do not have to change their offer and may re-submit their existing offer. The lowest scoring re-submitted offer will then be awarded the contract. Where there are two or more Suppliers who's re-submitted offers (or price for price only) are equally the lowest a method to randomly select the winner will be used (e.g. toss of a coin or drawing lots). Submissions for best and final offers will be requested through the pro-contract system.

Acceptance of Terms and Conditions

- 1.9.2 The Authority reserves the right not to accept any suggested exception or amendment and accordingly reserves the right to award contracts on the basis of such terms and conditions. The Council do not have accept any RFQ that does not accept the terms and conditions. The Council may at its discretion consider minor amendments. Proposed amendments should be clearly stated within the response section of Pro Contract for Terms and Conditions. The dialogue box allows the insertion of free text and any proposal must include:
 - i. Reference of term or condition
 - ii. Proposed exception or amendment
 - iii. Explanation of proposed exception or amendment

Fluent English Requirements

- 1.9.3 The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.

2 TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")/Acquired Rights Directive

- 2.1.1 The services in this RFQ are at present supplied to the Council by a number of contractors. Suppliers are advised to seek independent professional advice on the applicability of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE" or the "Regulations"). In the event that after this RFQ competition the provision of the Services is undertaken by a supplier other than the Current Incumbent then it may be that the Regulations come into operation with the effect that employees of the Current Incumbent who deliver the services become employees of the new supplier of the Services. The Council makes no assurances or assumptions as to the likely effect of the Regulations on the contract resulting from this RFQ process.
- 2.1.2 Suppliers are to form their own views as to whether the Regulations apply before submitting RFQs. Suppliers must bid on the basis of the view they take.
- 2.1.3 The Council will pass on to the Current Incumbents requests for relevant information relating to the existing Contractors workforce ("TUPE information"). The Council cannot provide any guarantee or warranty as to the promptness of response to the request from the Current Incumbent, availability of TUPE information, accuracy or completeness of the TUPE information.
- 2.1.4 Suppliers shall not at any time make use for their own purposes or disclose to any person (except as may be required by law) any of the TUPE information provided to them (whether communicated orally, electronically or in writing). All TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of RFQs and the administration of any Contract arising from this RFQ.

Tender for Passenger Transport Bus Service

Title of Contract: **WCC 0000 Services**

Specification

Start Date and Duration of Contract	Starting Date:	00-00-0000
	Initial Contract Period:	0 Months with possible extensions up to 0 Months
	Period of Notice required for early termination:	0 months
Type of Contract	Cost Contract (price per annum) The price submitted should be on the basis of all revenue collected on or attributable to the service being returned to the Council. The price submitted should be for 12 month's operation of the contract . This will be paid in 12 equal monthly instalments, irrespective of the number of days of operation during that month	
Vehicle Size and Age Restrictions	Any vehicle used to operate this contract must be fitted with a minimum of 0 passenger seats. Any vehicle used to operate this contract must be no more than 0 years old from the date of its manufacture, throughout the life of the contract.	
Route, Timings and Fares:	Details of the routes fares and timings to be used are attached.	
Vehicle Specification	Vehicles used to operate this contract MUST comply with the vehicle size and age limits specified above and the vehicle specifications set out in the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011, plus any other requirements stated below: All vehicles must be fitted with the Low Floor Bus features set out in Appendix C of the General Specification for Wiltshire Public Transport and School Bus Contracts – January 2011.	
Other Requirements	In addition to those included in this Specification, the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011 and the Wiltshire Public Transport & School Bus Contracts – January 2011: none	
English Fluency Requirements	The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.	
Award Criteria	The Authority reserves the right, to not accept any or all quotations submitted. Award will be based upon the lowest quotation which meets the Authorities requirements.	

By responding to this tender you are agreeing to operate the contract in accordance with the "Wiltshire Council Terms and Conditions for Passenger Transport Services" and the "General Specification for Wiltshire Public Transport and School Bus Contracts" documents

Tender Title

Instructions to Tenders

Contract Specific requirements

Route Specifications

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1.2.2 The Authority proposes the following timetable for the award of the Contracts:

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1.2.3 The Authority reserves the right to change the above timetable and Suppliers will be notified accordingly where there is a change in the timetable.

1.3 Tender submission

1.3.1 The supplier must complete and return all documents (which must be submitted in English) requested within the Supplier Submission and relevant fields within Pro Contract.

1.3.2 Suppliers must only respond through the "Supplying the Southwest Portal" using the response wizard. No postal or hand delivered Tenders will be accepted.

- 1.3.3 No Tender received after the time and date specified and/or provided other than in accordance with 1.3.1, 1.3.2 shall be accepted or considered under any circumstances.

1.4 Clarification and queries

- 1.4.1 There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents and Pro Contract will be answered.
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- 1.4.3 The Authority may in their absolute discretion refrain from considering any Tender if:
- i. the Tender is not in accordance with the Instructions to Suppliers (this document) and all other provisions of the Tender Documents; or
 - ii. the Supplier submitting the Tender makes or attempts to make any qualification or variation to the terms of the Tender Documents save where a variation or alteration is invited or permitted by the Authority; or
 - iii. the Tender contains gaps or omissions.
- 1.4.4 Should any additions or deletions to the Tender Documents be considered necessary prior to the date for submission of Tenders, these will be issued by the Authority to all Suppliers and will be deemed to then form part of the Tender Documents. The Authority reserves the right to extend any date for submission of the Tenders accordingly.
- 1.4.5 Tenders should be submitted exclusive of Value Added Tax (VAT).
- 1.4.6 If the Authority suspects that there has been an error in the pricing of the supply of the Services the Authorities reserve the right to seek such clarification as it considers necessary from that Supplier only.
- 1.4.7 The Services to be provided will be ascertained with reference to the Specification and other documents listed in the accompanying Form of Tender. The price of supplying the Services to be provided shall be the fully inclusive cost of supplying the Services and fulfilling all of the obligations of the Supplier under the documents listed in the accompanying Form of Tender. Without limitation to the foregoing the price shall include the following, together with any costs in connection therewith:
- i. Labour (including, for example, such costs as: salaries, overtime, subsistence, travelling, insurance, pensions, bonuses, accommodation etc.)
 - ii. Establishment charges, administration costs, overheads, disbursements and profit.
 - iii. Non re-chargeable staff.
 - iv. Materials, goods and consumable supplies.

- v. Vehicles.
- vi. Computer hardware and software and any licence fees.
- vii. Office equipment.
- viii. Communications, postage, printing and general presentation materials.
- ix. Compliance with all obligations in the Standard Terms and Conditions accompanying these Instructions including audit monitoring and financial requirements.

1.4.8 A Supplier shall be deemed to have satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the prices and rates as stated in the Pricing Schedule which shall cover all obligations under the Contract and a Supplier shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

1.4.9 The Authority is not bound to accept the lowest or any Tender. Where the Authority has asked for various elements to be priced the Authority may take up any, all, or none of these.

1.4.10 Any Tender in respect of which the Supplier:

- i. has directly or indirectly canvassed any official of the Authority; or
- ii. obtained information from any other person who has been contracted to supply goods or provide services or works to the Authority concerning the award of the Contract; or
- iii. who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Supplier; or
- iv. fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- v. communicates to any person other than the Authority the amount or approximate amount of the prices shown in the Pricing Document except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- vi. enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Supplier; or
- vii. offers to agree to pay to any person having direct connection with this Tender process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Supplier or any other person's proposed Form of Tender, any act or omission; or
- viii. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,
- ix. shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection

shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Supplier may attract.

- 1.4.11 The Supplier is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Supplier in connection with the preparation and submission of a Tender shall be borne by the Supplier.
- 1.4.12 All information supplied by the Authority in connection with this ITT shall be treated as confidential by Suppliers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.
- 1.4.13 The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the Authorities and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Authorities upon demand.

1.5 Warranties and disclaimers

- 1.5.1 In submitting a Tender the Supplier warrants and represents and undertakes to the Authority that:
 - x. it has not done any of the acts or matters referred to in Section 1.4.10 of this ITT and has complied in all respects with this ITT;
 - xi. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
 - xii. it has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the Authority;
 - xiii. It is of sound financial standing and the Supplier and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Supplier submitted to the Authority) which may adversely affect such financial standing in the future;
 - xiv. by the date on which the Contract commences and during the period of the performance of the Contract, it will procure that it has sufficient working capital, skilled staff, equipment, machinery and other resources available to provide the Services in accordance with and for the duration of the Contract; and
 - xv. it has obtained or will have obtained by the commencement of the Contract any necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the duration of the Contract obtain and maintain all further and other necessary consents, licences and permissions to enable it to provide the Services.

1.6 Authority warranties and disclaimers

- 1.6.1 The fact that a Supplier has been invited to Tender does not necessarily mean that it has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the Tender evaluation process.
- 1.6.2 The Supplier shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Supplier save as expressly provided for in the Contract.

1.7 Notification

- 1.7.1 The Tender shall remain open for acceptance for a period of 17 weeks from the closing date for the receipt of Tenders.
- 1.7.2 Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Supplier. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed supplier shall upon request of the Authority execute a formal Contract in writing in the form of Contract provided with the Tender Documents.

1.8 Tender evaluation

- 1.8.1 The Tenders will be considered on the most economically advantageous to the Authority. In evaluating the Tenders, the Authority shall be seeking to ensure the best quality of service and the best financial performance from the Supplier including the continuous improvement in the standard of service and the level of cost of the service provided in accordance with Government requirements under Best Value (Local Government Act 1999 and associated Regulations). Evaluation criteria to be used for this Tender are:

Evaluation criteria

Evaluation Criteria	Weighting
Price	100%

- 1.8.2 Suppliers must demonstrate that they are technically and operationally competent and able to meet the specifications, and requirements applicable to the allotted route capacity.
- 1.8.3 Operators that are not currently registered on Wiltshire Council's Transport Tender List and who are successful in the Tender for a route(s) will have to fully complete an application form and be accepted by the Passenger Transport Unit before any contract(s) can be fully awarded.
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Acceptance of Terms and Conditions

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 - i. Reference of term or condition
 - ii. Proposed exception or amendment
 - iii. Explanation of proposed exception or amendment

Fluent English Requirements

- 1.9.3 The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.

2 TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")/Acquired Rights Directive

- 2.1.1 The services in this Tender are at present supplied to the Council by a number of contractors. Suppliers are advised to seek independent professional advice on the applicability of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE" or the "Regulations"). In the event that after this Tender competition the provision of the Services is undertaken by a supplier other than the Current Incumbent then it may be that the Regulations come into operation with the effect that employees of the Current Incumbent who deliver the services become employees of the new supplier of the Services. The Council makes no assurances or assumptions as to the likely effect of the Regulations on the contract resulting from this Tender process.
- 2.1.2 Suppliers are to form their own views as to whether the Regulations apply before submitting Tenders. Suppliers must bid on the basis of the view they take.
- 2.1.3 The Council will pass on to the Current Incumbents requests for relevant information relating to the existing Contractors workforce ("TUPE information"). The Council cannot provide any guarantee or warranty as to the promptness of response to the request from the Current Incumbent, availability of TUPE information, accuracy or completeness of the TUPE information.
- 2.1.4 Suppliers shall not at any time make use for their own purposes or disclose to any person (except as may be required by law) any of the TUPE information provided to them (whether communicated orally, electronically or in writing). All TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any Contract arising from this Tender.

Tender for Passenger Transport Bus Service

Title of Contract: **WCC 0000 Services**

Specification

Start Date and Duration of Contract	Starting Date:	00-00-0000
	Initial Contract Period:	0 Months with possible extensions up to 0 Months
	Period of Notice required for early termination:	0 months
Type of Contract	Cost Contract (price per annum) The price submitted should be on the basis of all revenue collected on or attributable to the service being returned to the Council. The price submitted should be for 12 month's operation of the contract . This will be paid in 12 equal monthly instalments, irrespective of the number of days of operation during that month	
Vehicle Size and Age Restrictions	Any vehicle used to operate this contract must be fitted with a minimum of 0 passenger seats. Any vehicle used to operate this contract must be no more than 0 years old from the date of its manufacture, throughout the life of the contract.	
Route, Timings and Fares:	Details of the routes fares and timings to be used are attached.	
Vehicle Specification	Vehicles used to operate this contract MUST comply with the vehicle size and age limits specified above and the vehicle specifications set out in the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011, plus any other requirements stated below: All vehicles must be fitted with the Low Floor Bus features set out in Appendix C of the General Specification for Wiltshire Public Transport and School Bus Contracts – January 2011.	
Other Requirements	In addition to those included in this Specification, the General Specification for Wiltshire Public Transport & School Bus Contracts – January 2011 and the Wiltshire Public Transport & School Bus Contracts – January 2011: none	
English Fluency Requirements	The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.	
Award Criteria	The Authority reserves the right, to not accept any or all quotations submitted. Award will be based upon the lowest quotation which meets the Authorities requirements.	

By responding to this tender you are agreeing to operate the contract in accordance with the "Wiltshire Council Terms and Conditions for Passenger Transport Services" and the "General Specification for Wiltshire Public Transport and School Bus Contracts" documents

REQUEST FOR QUOTATION

Title:	
Specification	
Duration, commencement date of contract and notice period	
Pick up time	
Pick up address	1
	2
	3
	4
	Unless otherwise specified the operator should route the pick ups in the most direct and economical way.
Drop off time	
Drop off address	
Return pick up time	
Number of passengers	
Additional requirements	
Other comments	
English Fluency Requirements	The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.
Award Criteria	The Authority reserve the right, to not accept any or all quotations submitted. Award will be based upon the lowest quotation which meets the Authority's requirements.
By responding to this request for quotation you are agreeing to Wiltshire Council's terms & conditions for Passenger Transport Contracts and The General Specification for Small Vehicle and Specialist Transport Contracts	

Tender Title

Taxis, Private Hire Vehicles, Minibuses, Section 19
Permits and Specialist Vehicles

Instructions to Tenders

Contract Specific requirements

Route Specifications

IMPORTANT NOTE

**Only responses submitted through
“Supplyingthesouthwest.org.uk” for this
contract opportunity will be accepted. No
postal, e-mail or hand delivered Tenders will
be accepted. For more information please
read the instructions to Suppliers.**

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INSTRUCTIONS TO SUPPLIERS

Wiltshire Council is committed to safeguarding all children, young people and vulnerable adults. We believe that all children, young people and vulnerable adults have an equal right to protection from abuse, regardless of their age, race, religion, ability, gender, language, background or sexual identity and consider the welfare of the child/ young person / vulnerable adult is paramount.

Transport operators will be expected to work with the Council by ensuring that Safeguarding is at the heart of the operation of all contracted Journeys.

1 General

The Authority invites bids for the provision of Services in accordance with these Instructions.

1.1.1 Suppliers may bid for any or all of the routes.

1.2 Procurement timetable

1.2.1 The intended duration of the contracts is five years with a two year extension. The Authority intends to award the contracts during **Date** and reserves the right to award the contracts at such or at a later date, or not at all.

1.2.2 The Authority proposes the following timetable for the award of the Contracts:

<u>Activity</u>	<u>Date</u>
Dispatch of Tender Advert	
Deadline for the Return of Tender Documents	
Contract Award	
Contract Commencement	
Contract End Date	
Possible extension until	

1.2.3 The Authority reserves the right to change the above timetable and Suppliers will be notified accordingly where there is a change in the timetable.

1.3 Tender submission

1.3.1 The supplier must complete and return all documents (which must be submitted in English) requested within the Supplier Submission and relevant fields within Pro Contract.

1.3.2 Suppliers must only respond through the “Supplying the Southwest Portal” using the response wizard. No postal or hand delivered Tenders will be accepted.

- 1.3.3 No Tender received after the time and date specified and/or provided other than in accordance with 1.3.1, 1.3.2 shall be accepted or considered under any circumstances.

1.4 Clarification and queries

- 1.4.1 There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents and Pro Contract will be answered.
- 1.4.2 Should any prospective Supplier have any query in connection with any of the Tender Documents, submission procedure or routes, they must direct all enquiries by message through Pro Contract.
- 1.4.3 The Authority may in their absolute discretion refrain from considering any Tender if:
- i. the Tender is not in accordance with the Instructions to Suppliers (this document) and all other provisions of the Tender Documents; or
 - ii. the Supplier submitting the Tender makes or attempts to make any qualification or variation to the terms of the Tender Documents save where a variation or alteration is invited or permitted by the Authority; or
 - iii. the Tender contains gaps or omissions.
- 1.4.4 Should any additions or deletions to the Tender Documents be considered necessary prior to the date for submission of Tenders, these will be issued by the Authority to all Suppliers and will be deemed to then form part of the Tender Documents. The Authority reserves the right to extend any date for submission of the Tenders accordingly.
- 1.4.5 Tenders should be submitted exclusive of Value Added Tax (VAT).
- 1.4.6 If the Authority suspects that there has been an error in the pricing of the supply of the Services the Authorities reserve the right to seek such clarification as it considers necessary from that Supplier only.
- 1.4.7 The Services to be provided will be ascertained with reference to the Specification and other documents listed in the accompanying Form of Tender. The price of supplying the Services to be provided shall be the fully inclusive cost of supplying the Services and fulfilling all of the obligations of the Supplier under the documents listed in the accompanying Form of Tender. Without limitation to the foregoing the price shall include the following, together with any costs in connection therewith:
- i. Labour (including, for example, such costs as: salaries, overtime, subsistence, travelling, insurance, pensions, bonuses, accommodation etc.)
 - ii. Establishment charges, administration costs, overheads, disbursements and profit.
 - iii. Non re-chargeable staff.
 - iv. Materials, goods and consumable supplies.

- v. Vehicles.
- vi. Computer hardware and software and any licence fees.
- vii. Office equipment.
- viii. Communications, postage, printing and general presentation materials.
- ix. Compliance with all obligations in the Standard Terms and Conditions accompanying these Instructions including audit monitoring and financial requirements.

1.4.8 A Supplier shall be deemed to have satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the prices and rates as stated in the Pricing Schedule which shall cover all obligations under the Contract and a Supplier shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

1.4.9 The Authority is not bound to accept the lowest or any Tender. Where the Authority has asked for various elements to be priced the Authority may take up any, all, or none of these.

1.4.10 Any Tender in respect of which the Supplier:

- i. has directly or indirectly canvassed any official of the Authority; or
- ii. obtained information from any other person who has been contracted to supply goods or provide services or works to the Authority concerning the award of the Contract; or
- iii. who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Supplier; or
- iv. fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- v. communicates to any person other than the Authority the amount or approximate amount of the prices shown in the Pricing Document except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- vi. enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Supplier; or
- vii. offers to agree to pay to any person having direct connection with this Tender process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Supplier or any other person's proposed Form of Tender, any act or omission; or
- viii. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,
- ix. shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection

shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Supplier may attract.

- 1.4.11 The Supplier is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Supplier in connection with the preparation and submission of a Tender shall be borne by the Supplier.
- 1.4.12 All information supplied by the Authority in connection with this ITT shall be treated as confidential by Suppliers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.
- 1.4.13 The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the Authorities and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Authorities upon demand.

1.5 Warranties and disclaimers

- 1.5.1 In submitting a Tender the Supplier warrants and represents and undertakes to the Authority that:
 - x. it has not done any of the acts or matters referred to in Section 1.4.10 of this ITT and has complied in all respects with this ITT;
 - xi. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
 - xii. it has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the Authority;
 - xiii. It is of sound financial standing and the Supplier and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Supplier submitted to the Authority) which may adversely affect such financial standing in the future;
 - xiv. by the date on which the Contract commences and during the period of the performance of the Contract, it will procure that it has sufficient working capital, skilled staff, equipment, machinery and other resources available to provide the Services in accordance with and for the duration of the Contract; and
 - xv. it has obtained or will have obtained by the commencement of the Contract any necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the duration of the Contract obtain and maintain all further and other necessary consents, licences and permissions to enable it to provide the Services.

1.6 Authority warranties and disclaimers

- 1.6.1 The fact that a Supplier has been invited to Tender does not necessarily mean that it has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the Tender evaluation process.
- 1.6.2 The Supplier shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Supplier save as expressly provided for in the Contract.

1.7 Notification

- 1.7.1 The Tender shall remain open for acceptance for a period of 17 weeks from the closing date for the receipt of Tenders.
- 1.7.2 Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Supplier. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed supplier shall upon request of the Authority execute a formal Contract in writing in the form of Contract provided with the Tender Documents.

1.8 Tender evaluation

- 1.8.1 The Tenders will be considered on the most economically advantageous to the Authority. In evaluating the Tenders, the Authority shall be seeking to ensure the best quality of service and the best financial performance from the Supplier including the continuous improvement in the standard of service and the level of cost of the service provided in accordance with Government requirements under Best Value (Local Government Act 1999 and associated Regulations). Evaluation criteria to be used for this Tender are:

Evaluation criteria

Evaluation Criteria	Weighting
Price	100%

- 1.8.2 Suppliers must demonstrate that they are technically and operationally competent and able to meet the specifications, and requirements applicable to the allotted route capacity.
- 1.8.3 Operators that are not currently registered on Wiltshire Council's Transport Tender List and who are successful in the Tender for a route(s) will have to fully complete an application form and be accepted by the Passenger Transport Unit before any contract(s) can be fully awarded.
- 1.8.4 In order for combined bids to be successful each individual proposal will be evaluated using the following criteria:

- i. Can the passengers on board the proposed combined route safely travel together
 - ii. Is the time spent on board reasonable
 - iii. If the proposed combined route meets these criteria the price of the combined route will be compared with the best combined price of the routes proposed to be merged.
- 1.8.5 Where a combined bid is submitted, the authority may seek clarification to ensure that points i & ii above have been fully considered. The authority reserves the right not to award any proposed combined bids even where there may have been a better price / quality score submitted.
- 1.8.6 The Authority reserves the right at its sole discretion to conduct a Pre Contract Award meeting or request the supplier to attend a meeting prior to award of contract as part of its assessment of Tenders received. The pre award meeting will examine the following,
 - 1. Vehicle specification.
 - 2. Call Centre operation Including scheduling vehicles
 - 3. Driver Route Training
 - 4. Contingency arrangements
 - 5. Pricing Elements
- 1.8.7 If the supplier cannot satisfy these requirements the Council reserve the right not to award the contract to that supplier and repeat the award process with the next lowest Supplier.

1.9 Best and Final Offers

- 1.9.1 Where two or more Suppliers have an equal score (equal lowest price for price only evaluations) for any lot or individual route, those Suppliers with the equally lowest score will be asked to submit a best and final price for that route. Suppliers do not have to change their offer and may re-submit their existing offer. The lowest scoring re-submitted offer will then be awarded the contract. Where there are two or more Suppliers who's re-submitted offers (or price for price only) are equally the lowest a method to randomly select the winner will be used (e.g. toss of a coin or drawing lots). Submissions for best and final offers will be requested through the pro-contract system.

Acceptance of Terms and Conditions

- 1.9.2 The Authority reserves the right not to accept any suggested exception or amendment and accordingly reserves the right to award contracts on the basis of such terms and conditions. The Council do not have accept any Tender that does not accept the terms and conditions. The Council may at its discretion consider minor amendments. Proposed amendments should be clearly stated within the response section of Pro Contract for Terms and Conditions. The dialogue box allows the insertion of free text and any proposal must include:
 - i. Reference of term or condition
 - ii. Proposed exception or amendment

- iii. Explanation of proposed exception or amendment

Fluent English Requirements

- 1.9.3 The Government has introduced a fluent English requirement as a statutory requirement. It applies to people working in public service customer facing roles who have face to face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.

2 TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)/Acquired Rights Directive

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3 Contract Specific Requirements - Additional Requirements for School Transport Vehicles and operation of Contracts

BACKGROUND

The service users who require transport in this Tender round are some of the most vulnerable in society and great care must be taken to ensure their safety and emotional wellbeing is upheld at all times. They can have complex physical and emotional needs and can become upset and distressed by sudden changes in arrangements or personnel and by their behaviour.

At times, Suppliers and their staff must be prepared to deal with volatile situations and should recognise that the transportation of these service users is not just about conveying them to and from school, but is also an extension of the School day. If they become distressed or agitated on transport, this can have a knock on effect when they arrive at School. This can affect the learning outcomes for them and their peer group, or if it is the afternoon journey, cause additional stress and issues for them and their families / carers.

Service users may have a mix of difficulties e.g.:

- learning difficulties
- mental health issues
- recognisable physical disability
- behavioural problems e.g. autism
- special educational needs
- hidden disability
- deafness or hearing loss
- blindness or depreciating sight
- Frail

Suppliers will be required to ensure that all their Staff are giving appropriate training so that they are aware of the potential levels of additional care and attention to the comfort and welfare that they will be expected to provide. At times some service users may require additional time to board or alight the vehicle; they should not be subject to undue pressure or bullying with the object of speeding them up but treated with care and compassion.

By tendering for these contracts suppliers will be undertaking to uphold the safety and dignity of service users at all times.

3.1 General

- 3.1.1 Any vehicles operated on this contract must comply with the specifications set out in the General Specification for Small Vehicle and Specialist Transport Contracts April 2010 (amended from time to time), plus any other requirements stated below:
- 3.1.2 Where a child safety seat is required a 3 point lap and diagonal seatbelt must be provided.
- 3.1.3 Where the seating capacity of a vehicle changes from that originally Tendered, the council reserves the right to terminate the contract, where no notice will be paid.

3.2 Operation of Vehicles

- 3.2.1 The operator will be responsible for operating the vehicle under and complying with:
- iv. the appropriate licensing regulations i.e. licensed as a Hackney Carriage and or Private Hire, Section 19 Permit or PCV.
 - v. Wiltshire Council (Passenger Transport Unit) "General Specification for Small Vehicle and Specialist Transport Contracts including General Terms & Conditions April 2010 (amended from time to time).
 - vi. Department for Transport VSE 87/1.
 - vii. Medical Devices Agency MDA 2001 (03) June 2001 "Guidance on the Safe Transportation of Wheelchairs".
 - viii. Medical Devices Agency MDA 2003 March 2003 "Guidance of the Safe Use of Wheelchairs and Vehicle-mounted Passenger Lifts".
 - ix. Health & Safety Executive LOLER "Lifting Operations and Lifting Equipment Regulations 1998".
- 3.2.2 Vehicles will be inspected at least annually by the Council's appointed Vehicle Inspector and operators should also make vehicles available at any time for inspection.
- 3.2.3 Prior to the contract commencing operators must consult with the Passenger Transport Unit, to ensure their vehicles are suitable for the purpose of the contract. The Council cannot accept responsibility for vehicles purchased for contracts that are not suitable. Contracts will only be awarded after discussion with the successful operator and the vehicles proposed are agreed to be suitable.
- 3.2.4 There is no restriction to the maximum vehicle age, unless otherwise specified in the pricing schedule; however vehicles must comply with all aspects of the technical specification and must be smart and tidy in appearance internally and externally, to the satisfaction of the Council.
- 3.2.5 School opening and closing times are correct at the time of printing however they are subject to change. Times are printed with each route on the pricing document 5a (above the school).

3.3 Assisting Passengers

- 3.3.1 Some passengers may have physical disabilities and may require transport in a wheelchair.
- 3.3.2 Some passengers have difficulty accessing vehicles with high steps and therefore will have to access vehicles using a wheelchair and lift. Once boarded they may transfer to a normal vehicle seat.
- 3.3.3 Some passengers will require extra supervision (such as help with seat belts) during boarding and alighting and where there is no Passenger Assistant (PA's) available, the onus will fall with the driver.

- 3.3.4 Where a wheelchair, either manual or electric, (as indicated in the specification), it is assumed the passenger will travel in the wheelchair, unless otherwise stated.

3.4 Passenger Assistants Employed or Allocated by Wiltshire Council

- 3.4.1 PA's must be collected and returned from their home addresses, unless advised otherwise by the Passenger Transport Unit.