

TCAT



INVITATION TO TENDER

**TENDER INSTRUCTIONS RELATING
TO**

**THE PROVISION OF STUDENT BUS
SERVICE (P8) TO AND FROM
PRIESTLEY COLLEGE**

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INSTRUCTIONS

1. ABOUT THE CHALLENGE ACADEMY TRUST

The Challenge Academy Trust (TCAT) is the trust company of a Multi-Academy Trust which opened on 1st May 2017. The Trust provides education across Warrington and its environs for 3 through to 19 years old and some adult education. TCAT has been formed by the coming together of a number of academies, colleges and schools. The trust currently comprises of 1 16-19 academy, 5 secondary academies and 4 primary academies.

2. INVITATION TO TENDER (ITT)

IMPORTANT NOTICE

The contents of this Invitation to Tender (ITT) and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Trust and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Trust, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Trust and its advisers.

The Trust reserves the right to cancel the tender process at any point. The Trust is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but the Trust reserves the right to terminate, amend or vary the procurement process by notice to all tendering organisations in writing. The Trust will accept no liability for any losses caused to you as a result of this.

You are deemed to understand fully the processes that the Trust is required to follow under relevant UK legislation, particularly in relation to The Public Contracts Regulations 2015 and Procurement Policy Note 08/20.

You must inform the Trust in writing if there is any change in control, composition or membership of your organisation or your consortium members subsequent to your expression of interest in this procurement process. The Trust reserves the right to disqualify you from the procurement process as a result of any such change.

You are reminded of the eligibility requirements that apply to this procurement process at all times. In particular, these include the provisions set out in Regulation 57 of the Public Contracts Regulations 2015. Any change in your eligibility must be notified immediately to the Trust in writing and may result in your disqualification from the procurement process.

The process details are included in this ITT.

1. PREPARATION OF TENDERS

- 1.1 Further details of the Trust's needs under the Contract and other relevant information is provided in the Specification. There is a general specification for the route which allows the opportunity to include more than one suggestion for the route.
- 1.2 If you have any questions or require any clarifications, please contact Adam Bird, Marketing & IAG Manager by e-mail: a.bird@priestley.ac.uk no later than 12 noon, 24th May 2021.
- 1.3 Any queries should clearly reference any appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.
- 1.4 Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the contract, these should be submitted in writing to the contact details set out in 1.2 of these instructions, as soon as possible, and in any case no later than the deadline set out in 1.2 of these instructions. Please ensure the specific condition(s) and proposed amendment(s) are provided. These will be reviewed by the Trust on a case by case basis, and, if accepted, revised terms and conditions will be issued to all Tenderers. Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by the Trust.
- 1.5 Other than the person or persons identified above, no Trust employee or member of the Trust has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 1.6 Please note that the Trust's responses to any queries or clarification requests may, at the Trust's discretion, be circulated to all Tenderers.
- 1.7 As far as is reasonably possible, the Trust will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents, if made before the deadline set out in 1.2 of these instructions. The Trust will aim to provide responses by 24th May 2021, after which time no further queries will be answered.
- 1.8 The Trust reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further

documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

- 1.9 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.10 Under the Contract the Trust will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.11 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated. The Trust reserves the right to reject any responses received after the Deadline.
- 1.12 The Trust reserves the right to extend the Deadline. Any extension granted will apply to all Tenderers.
- 1.13 Any attempt by you or your appointed advisers to inappropriately influence the Contract award process in any way will result in your tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Trust concerning another tendering organisation may result in disqualification at the discretion of the Trust.
- 1.14 Tenderers will not be entitled to claim any costs or expenses from the College which may be incurred in preparing their submissions whether or not it is successful.

2. TENDER SUBMISSION REQUIREMENTS

- 2.1 Tenders must be returned by e-mail to tenders2021@priestley.ac.uk. The deadline for submission of Tenders is 12 noon, 26th May 2021.
- 2.2 Tenders must be written in the English language.
- 2.3 The Trust reserves the right to disqualify you if you do not submit your tender in a manner consistent with the provisions set out in Instructions to Tenderers, Specification, Terms and Conditions and the Tender Response Form.
- 2.4 Tenderers must complete the Pricing Schedule in the Specification Document or present the information in a similar format.
- 2.5 All Prices shall be stated in pounds sterling and exclusive of VAT.
- 2.6 Tenderers must complete and return the Form of Tender, Declaration of Non Collusion and Non Canvassing, the Conflict of Interest Declaration and the Pricing Schedule in the Specification document.

- 2.7 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.8 A copy of the last three years audited accounts and current public liability insurance certificate, displaying level of insurance, should also be included within the tender documents.
- 2.9 The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.10 Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by the Trust.
- 2.11 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

3. CONTRACT DOCUMENTS

- 3.1 This Trust is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.2 Any contract award will be conditional on the Contract being approved in accordance with the Trust's internal procedures and the Trust being generally able to proceed.
- 3.3 The Tenderer shall undertake that, in the event of the tender being accepted by the Trust, within fourteen days of being called upon to do so by the Trust, the tenderer will execute a formal contract, together with the formal written acceptance of it by the Principal or Authorised Officer on behalf of the Trust, will form a binding agreement between the Trust and the Tenderer.
- 3.4 Failure by the successful tenderer to execute a formal contract within the time specified above will render the contract voidable at the option of the Trust at any time.

4. TENDER EVALUATION AND AWARD CRITERIA

- 4.1 The Trust does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 Tenders will be evaluated against the award criteria set out below.
- 4.4 During the evaluation period, the Trust reserves the right to seek clarification from any or all of the Tenderers, to assist it in its consideration of their Tenders.

- 4.5 If the Trust suspects that there has been an error in pricing of the tender, the Trust reserves the right to seek clarification as it considers necessary from that tenderer only.
- 4.6 In case a tender appears to be abnormally low in relation to the services to be provided, the Trust will request a clarification in writing and/or explanation concerning its elements. The Trust reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it comes to the conclusion that the tender is abnormally low.
- 4.7 Tenders will be evaluated to determine a short list of tenderers to make a final presentation to members of staff of Priestley College, potentially including students also. The criteria at the formal discussion stage will take the following into consideration:

Criteria	Weighting
Price	30%
Experience	10%
Financial Strength & Insurance Cover	10%
Service Offered	25%
Value Added	25%

5. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 5.1 The Trust is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 5.2 As part of the Trust's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 5.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 5.4 The Trust will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Trust shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Trust must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

5.5 The Trust will not be held liable for any loss or prejudice caused by the disclosure of information that:

- i. has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- ii. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- iii. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

6. Procurement Process Timetable

6.1 The key dates for the remainder of the procurement procedure are set out in the table below (although the Trust reserves the right to vary key dates on notice to all Tendering Organisations).

Event	Date and Time
Deadline for queries and questions from tenderers	24 th May 2021 12 noon
Deadline for the submission of tenders	26 th May 2021 12 noon
Evaluation of Tenderers	Between 26 th May and 28 th May 2021
Notification to successful and unsuccessful shortlisted tenderers	28 th May 2021
Contract start date	1 st Sept 2021