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**Stage 2**

**Invitation to Tender**

**Darlington College**

**The Provision of Snacks and Soft Drinks**

**Reference CA15779**

Date & Time for Return of Tenders: **Noon, on 03 June 2025**

Anticipated Contract Commencement Date: **28 July 2025**

Anticipated Initial Completion Date: **27 July 2028**

Anticipated Contract Extension Period: **2 x 12 months**

**An Open Tender conducted in accordance with the Procurement Act 2023.**

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**Section 1: Introduction to the College and the proposed contract**

Darlington College is a medium sized General Further Education (GFE) College with the main campus situated at Darlington in the Tees Valley. The College relocated to the newly built campus in Haughton Road, Darlington, in August 2006 and since then has continued to expand the estate and invest in its first class facilities.

The College serves a population of around 850,000 from Darlington and the neighbouring areas of North Yorkshire and County Durham, of whom around 483,600 are of working age. Darlington is one of 5 Boroughs that together make up the Tees Valley (the others being Stockton, Middlesbrough, Redcar and Cleveland and Hartlepool). The college holds a devolved adult education contracts with the TVCA for Tees Valley learners, NECA for County Durham and North East learners and YNYCA for York and North Yorkshire learners (from August 2025).

The college works closely with the communities of Darlington, Southwest Durham, and North Yorkshire. The college serves around 2,000 young people between the ages of 16 and 18 on vocational programmes as well as working closely with local businesses on apprenticeship programmes and around 4,000 adult learners seeking to learn new skills and gain qualification to enrich their lives and opportunities in life.”

Darlington College is a successful college delivering high quality teaching and learning to students of all abilities. The college provides a broad curriculum of courses and opportunities to prepare young people for the world of work. Provision spans 16-19 full time programmes, adult learning and apprenticeships and also pre-16 programmes for 14-16 year olds.

The college had an Ofsted inspection in November 2022 and maintained its grade of GOOD. The inspection report praised the college for its work with employers and stakeholders and how the curriculum meets the needs of the local area to prepare learners for progression to higher education and employment:

|  |
| --- |
| *“Leaders and managers work very effectively with most employers and stakeholders, such as the chamber of commerce, local authorities and mayoral combined authorities, to fully understand the skills needs in the local and regional area. Stakeholders consider that the college adds value to the area by offering courses and apprenticeships to upskill residents so that they are better prepared to take advantage of the growth in job vacancies in the area.”*  *“Leaders provide programmes that successfully meet the needs of the communities that they serve. They plan courses with clear progression routes into training, education and employment, including for students with special educational needs. As a result, most students and apprentices who study at the college move to the next stage of education and training or into employment.”*  *“Leaders and managers have effective oversight of the quality of education that students and apprentices receive. They carry out a range of quality improvement activities, including evaluating the quality of teaching and carefully monitoring the progress of students and apprentices, and identify actions for improvement accurately. They have effective oversight of the provision delivered by the two subcontractors.”* |

The college employs over 450 staff at its main campus in Darlington which continues to expand through investment of capital funds and improvements and expansions to its original footprint.

Darlington College are seeking to appoint a supplier for the provision of snacks and soft drinks products.

The estimated value of the contract for snacks and soft drinks products is £88,800 per annum. It should be noted that any quantities and values stated in this document are estimates for a 12-month period. It does not constitute any guarantee of future purchases or account for any savings generated by this Tender.

**Section 2: Tendering instructions and information**

**Note:**

Only tender submissions successful at Stage 1 (Supplier Information) will be evaluated at this Stage 2. Please ensure you have fully completed and submitted Stage 1 Supplier Information. Stage 1 evaluation is based on pass/fail. **If you can determine from the scoring criteria contained in the Stage 1 documentation that your company has failed any of these questions, consider whether it is appropriate for you to continue to complete and submit your tender**.

**Introduction**

1. The enclosed invitation to tender provides information for consideration with respect to Darlington College (“the College”) contract for The Provision of Snacks and Soft Drinks.
2. Tenderers are required to answer all applicable questions and include all documentation requested. The tender must be completed in English.
3. All information received in connection with this tender application will be treated in the strictest confidence.
4. Tenders must be submitted in accordance with these tendering instructions. Non-compliant tenders may be rejected by the College, whose decision in this matter shall be final.
5. If the contract is split into individual lots, these instructions will apply to each lot, individually.
6. These tendering instructions relate to the supplies, services or works advertised in the UK Find a Tender Service which notice contains the MultiQuote tender reference stated on the front cover of this Stage 2 tender document.

**Tender Timescale**

1. An indicative timetable for the tender process and award of contract is given in the table below:

| **Activity** | **Date** |
| --- | --- |
| Issue open tender documentation | 08 May 2025 |
| Final date for tender clarifications | 23 May 2025 |
| **Final date for tender submissions** | **03 June 2025** |
| Tender evaluation period | 03 June 2025 – 12 June 2025 |
| Issue of award decision & assessment summaries | 12 June 2025 |
| Publication of contract award notice | 12 June 2025 |
| Standstill period | 12 June 2025 – 23 June 2025 |
| Formal confirmation of post-standstill award | 26 June 2025 |
| Mobilisation period (including contract signing) | 07 July 2025 - 28 July 2025 |
| Contract commencement | 28 July 2025 |

**Tender Campus Visit**

1. A campus visit has not been deemed necessary. If the supplier does wish to arrange a visit, please contact the CPC via the tender messaging tool on MultiQuote (<https://suppliers.multiquote.com/Page/Login.aspx>), the eProcurement portal used by the College.
2. Any questions and responses discussed at a campus visit will be noted and will be shared with all tenderers via the opportunity advertised on the CPC eProcurement portal.

**Tender Return & Validity**

1. Tenders must be submitted via the advertised tender opportunity on MultiQuote, the CPC eProcurement portal (<https://suppliers.multiquote.com/Page/Login.aspx>) not later than **12 noon** on **02 June 2025** which shall be the date fixed for submission of tenders. Late responses will not be considered.
2. Tenders must be returned via the submission facility for the advertised tender on MultiQuote, the CPC eProcurement portal. No other form of tender submission will be accepted.
3. If you require assistance with making your submission, contact the MultiQuote helpdesk on 020 3920 8054 or by email to [support@elcom.com](mailto:support@elcom.com). **Allow sufficient time to upload your Tender Return Documents prior to the deadline**.
4. Tenders shall be submitted on the basis that the offers contained therein shall remain in force for a minimum of six months from the date fixed for the submission of tenders.
5. In submitting the tender, the tenderer shall undertake that, in the event of the tender being accepted by the College, within fourteen days of being called upon to do so, the tenderer will execute a formal contract consisting of the terms and conditions of contract, this tender document and the successful tenderer’s tender submission. Until such date as the contract is executed this tender, together with the formal written acceptance of it by the Principal or Authorised Officer on behalf of the College, will form a binding agreement between the College and the tenderer.
6. 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 College at any time.
7. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The College shall have the power to cancel the contract and to recover from the tenderer the amount of any loss arising from the cancellation if either the tenderer:
   1. shall have offered or given or agreed to give any officer or member of the College staff any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word "tenderer" for these purposes shall be deemed to include any person employed by the tenderer, or person purporting to act on the tenderer’s behalf, whether the tenderer is aware of their acts or not; and/or
   2. shall have communicated to any other person than the College the amount or approximate amount of the proposed tender other than in confidence to obtain quotations necessary for the preparation of the tender, or for insurance purposes; and/or
   3. shall have entered into any agreement or arrangement with any person or company as to the amount of any proposed tender or that the person or company shall refrain from tendering.
8. At no time should the tenderer, prior to submitting or following the tender submission, communicate with any person within the College in the first instance other than CPC. Failure to abide by this requirement may disqualify the tenderer’s proposal from being considered. All communication should be conducted via the tender messaging tool on MultiQuote, the eProcurement portal used by the College (<https://suppliers.multiquote.com/Page/Login.aspx>).
9. Tenders must be based upon the terms, conditions and specification(s) and tender return documents set out in this tender document, otherwise they may be rejected based on unsuitability and non-compliance. Tenderers must complete the tender return documents listed in the table of contents and return them unaltered and in their native file formats. Tenderers shall not modify any of the tender return documents or reformat/rebrand them.
10. The College will exclude tenderers at any time throughout the tender process should any grounds for exclusion pursuant to s.57 of the Procurement Act 2023, as amended from time to time, be found to apply.

**Acceptance of Tender**

1. The College shall not be under any obligation to accept the lowest, or any tender.
2. The College reserves the right to cancel the entire or parts of the tender, without such an action conferring any right to compensation on the tenderers.
3. The College shall have no liability to settle any cost incurred by the tenderer resulting from this tendering procedure, or any re-tendering procedure.
4. Tenderers will be notified of the outcome of their tender submission in accordance with the tender timeline set out in this tender document. No tender will be deemed to have been accepted unless such acceptance has been notified to the tenderer in writing.

**Pricing**

1. Prices shall be submitted in accordance with TR2 Schedule of prices.
2. Unit rates and prices must be quoted in pounds’ sterling. Tenders should be submitted exclusive of Value Added Tax (VAT). Further instructions in respect of price submission are included in TR2 Schedule of prices.
3. If the College suspects that there has been an error in pricing of the tender, the College reserves the right to seek clarification as it considers necessary from that tenderer only.
4. If a tender appears to be abnormally low in relation to the requirements of the tender, the College will request a clarification in writing and/or explanation concerning its elements. The College reserves the right to exclude a tender if, after verification based on explanations and evidence received from the tenderer, it concludes that the tender is abnormally low.

**TUPE**

1. N/A

**Contract Commencement & Duration**

1. The successful tenderer(s) shall be prepared to commence the provision of the proposed supplies, on 28 July 2025, being the commencement date referred to in the contract terms and conditions at Appendix B of this tender document. The duration of the contract will initially be for a period of 3 years with an option to extend the contract for an additional 2 x 12 month periods.

**Tender Queries**

1. Where tenderers have any queries about the tender documentation which may have a bearing on the offer to be made, these should be raised by contacting the CPC via the tender messaging tool on MultiQuote (<https://suppliers.multiquote.com/Page/Login.aspx>), the eProcurement portal used by the College as soon as possible, and in any case **not later than calendar ten days** before the date fixed for submission of tenders for return of tenders. The CPC will circulate to all tenderers, a copy of all tender queries and replies provided. Tenderer anonymity will be preserved.
2. Where tenderers have any queries in respect of specific condition of the Contract terms and conditions, these should be raised by contacting the CPC via the tender messaging tool on MultiQuote (<https://suppliers.multiquote.com/Page/Login.aspx>), the eProcurement portal used by the College as soon as possible, and in any case **not later than calendar ten days** before the date fixed for submission of tenders for return of tenders. Please ensure the specific condition(s) queries and any proposed amendment(s) are provided. These will be reviewed by the College on a case-by-case basis, and, if accepted, revised terms and conditions will be issued to all tenderers. **Failure to otherwise accept the proposed Contract terms and conditions may result in the tender being rejected by the College**.

**Tender Clarifications**

1. The College may, during its evaluation of tender submissions, require clarification of parts of submissions from one, several, or all tenderers. Where practicable such clarifications will be conducted through the messaging tool on MultiQuote with the individual tenderers concerned and which will create an audit trail for that purpose.
2. Should the College deem it necessary to hold a tender clarification meeting with one or more tenderers, such meetings will be arranged as soon as practicable. Such meetings will be held only to clarify matters within tenderers’ submissions and will not be used to elicit additional information. Such meetings will not form part of the scored element of tender evaluation but will be to assist the College with scoring of the tender submission(s) received.

**Tender Submission Checklist**

1. Tenderers shall ensure that they:
   1. Complete, sign and return TR1 Form of Tender
   2. Complete and return TR2 Schedule of Prices
   3. Complete and return TR3 Quality and Technical Questions
   4. Complete, sign and return TR4 Conflict of Interest Declaration
   5. Complete, sign and return TR5 Non-Collusion/Canvassing Declaration
   6. Complete, sign and return TR6 Declaration of Confidential Information
   7. Provide copy insurance documentation as follows, or provide a statement to confirm that such insurance will be in place upon entering into a contract should the tenderer’s offer be accepted:
      1. Employer’s Liability – 5 million
      2. Public/Product Liability – 5 million
2. Tenderers may submit additional supporting information, which must be clearly referenced to the element of the tender to which it refers. Tenderers shall not use this facility to increase any question word count, nor rely upon such additional information in isolation to address the requirements of the question to which the documents refer.

**Amendments to the Tender Documents**

1. The College reserves the right to make changes of a minor drafting nature to the tender and contract documentation.
2. The College reserves the right to make changes to the tender evaluation methodology stated Part 3. Tenderers will be informed of any changes prior to the date fixed for submission of tenders.

**Use of Tender Documents**

1. These tender documents shall be treated as private and confidential. Tenderers must not disclose that they have been invited to tender or release details of the tender documents, other than on an “in confidence” basis to those who have a legitimate need to know, or to those professional advisers whom the tenderer needs to consult for the purposes of preparing the tender.
2. Any information given to the tenderer by way of guide quantities and any plans, drawings or reports in the attached appendices are only given as a guide. The tenderer warrants that it has ascertained for itself the accuracy of the information. No claim against the College shall be allowed whether in contract or in tort or under the Misrepresentation Act 1967 or otherwise on the ground of inaccuracy.
3. The copyright in these tender documents is vested in the CPC. They may not be reproduced, copied or stored in any medium without the prior written consent of the CPC other than for use strictly for the purpose of preparing a response to this invitation to tender.

**Freedom of Information & Duty to Disclose**

1. Tenderers shall specify with reasons if any information contained in their tender submissions is to be treated by the College as confidential. This information can be provided by completion of TR6 Declaration of confidential information.
2. The College will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to disclose such information pursuant to its duties under the Freedom of Information Act 2000 or the Procurement Act 2023.

**Equality and Diversity**

1. The successful tenderer(s) shall adhere to their own equality and diversity policies, copies of which shall be made available to the College on request. As a minimum, these policies should reflect the requirements and values of the College’s equality and diversity policies, copies of which will be supplied upon request.

**Safeguarding Young People and Adults**

1. The College recognises that everyone has a right to protection from abuse and takes seriously its responsibility to protect and safeguard the welfare of children, young people, and vulnerable adults.
2. Where a tenderer’s personnel may encounter children, young people or vulnerable adults, or be expected to hold sensitive personal information in relation to them, the College will require such Tenderer’s personnel to hold DBS clearance to the same level of DBS clearance, monitoring and verification as the College would expect of its directly employed staff.
3. The Specification at Appendix A sets out whether such provision in respect of DBS clearance is required. If it is stated as being required, the tenderer will ensure that all costs incurred by the tenderer in respect of obtaining such DBS clearance for its relevant personnel is included in its tendered prices. No additional claims for costs associated with compliance with the requirements of DBS clearance will be accepted by the College.

**Section 3: Award criteria and tender evaluation methodology**

1. The Contract will be awarded to the most advantageous tender(s) applying the award criteria and evaluation methodology detailed below.

**Technical Quality Requirements (Non-Price)**

1. Scores for each question will be awarded on the following basis:

|  |  |
| --- | --- |
| **Assessment of Response** | **Score** |
| Excellent: Meets all expectations / Demonstrates complete understanding of all the requirements of the specification / No reservations | 4 |
| Good: Meets most expectations / Demonstrates good understanding of most of the requirements of the specification / No reservations | 3 |
| Satisfactory: Meets some expectations / Response is standardised with limited understanding of the requirements of the specification / Minor reservations | 2 |
| Poor: Does not meet expectations / Response is weak & does not adequately address the specification / Significant reservations | 1 |
| Unacceptable: Response is missing / Response is very weak and does not address the specification / Major reservations | 0 |

**Price**

1. Scores will be awarded for price on the following basis:

The Total Contract Price for each Part submitted in accordance with Schedule of Prices, will be awarded the highest score and all other tenderers will be awarded pro rata scores on the relative competitiveness of their Total Contract Price compared to the lowest. For example, (Total Contract Price – Lowest Total Contract Price / Lowest Total Contract Price \* 100) = X%. This percentage will be deducted from the total score available.

**Award Criteria & Weightings**

1. Tender Responses will be evaluated on the award criteria and weightings set out in the table overleaf:

|  |  |  |
| --- | --- | --- |
| **Award Criteria** | **Requirements** | **Sub-Criteria / Question Weighting (%)** |
| **Technical Quality Requirements (Non-Price)** | | |
| Technical Quality Requirements (20%) | **Customer service and account management**  Please provide details of how you will provide excellent customer service and account management throughout the life of the contract. | 10% |
| **Delivery and Product Condition**  Tenderers must be able to deliver the full range of products required from the commencement date of the contract in excellent condition and with a suitable shelf life.  Please give details of how this will be achieved by your organisation, paying particular attention to how damage will be limited by means of suitable packaging, internal handling processes and during delivery to the College’s premises.  Please provide details of how you will ensure the College will receive products which carry an adequate shelf life and how you will deal with potential issues if products are delivered which are found to be damaged or short dated. | 10% |
| **Social Value** | | |
| Added Value Requirements (5%) | **Social value**  Please provide details of how your organisation addresses the 3 key areas of social value:   * economic (e.g. employment or apprenticeship/training opportunities) * social (e.g. activities that promote cohesive communities), and * environmental (e.g. efforts in reducing carbon emissions) | 5% |
| **Price** | | |
| Schedule of Prices (75%) | Schedule of Prices (TR2) | 75% |
| **Total (100%)** |  | |