

**Invitation to Tender**

**Minibus Leases – KI/MB/2025**

**Open Procedure**

Thank you for your interest to date in this tender opportunity. For your information, please find below guidance on the tender process that will be applied.

\*Please see section 9.26 for all documentation that needs to be returned before the deadline

1. **Background to the Authority**

Bridgwater & Taunton College (BTC) is an exceptionally successful provider of education. Offering a range of qualifications across three campuses; Bridgwater, Taunton and Cannington, courses combine real-world experience with academic rigour, which springboard students to Red Brick universities, prestigious companies and exciting careers.

With over 22,000 learners from across the UK, BTC works with stakeholders to support the national skills agenda, courses range from post 16 provision, apprenticeships, adult learning though to distance learning. BTC has over 3000 apprentices and 1500 employees. In 2024, BTC was rated Outstanding by Ofsted

Working together with employers, industry specialists, community organisations and awarding bodies, BTC develops and delivers innovative, accredited and bespoke training programmes required by business.

The College has led the way in this field, creating and developing an exemplary model of employer engagement. Its reputation for excellence has ensured that the College has now recruited, selected and trained entire new workforces for major companies both regionally and nationally.

**Bridgwater & Taunton College is currently in the process of merging with Strode College (and the creation of a college group is pending). The Contract resulting from this tender is primarily for BTC, however, the requirement of Strode College may be added to the Contract at any time during the Contract term. There is also the potential for the Contract to be novated to the College Group as and when the new legal entity is formed.**

**For these reasons, Tenderers are required to provide separate pricing for the two Colleges’ requirements. Further details can be found in 4.0 Specification. Tenderers are to note that the Strode College provision will only be required should Bridgwater & Taunton College successfully merge with Strode College.**

1. **Definitions**

“The Authority” shall mean Bridgwater & Taunton College (BTC)

“The Contractor” also referred to as the “Service Operator”, shall mean the party, whom The Authority enters into The Contract to supply the services as provided for in The Contract, meaning a person or persons, firm, Company or other legal entity whose quotation has been accepted by The Authority.

“The Contract” shall mean the agreement made between The Authority and The Contractor, and shall comprise of these conditions

"Act" means the Procurement Act 2023;

"Central Digital Platform" has the meaning given in regulation 5 of the Regulations;

"Excluded Supplier" and "Excludable Supplier" have the meaning given in section 57 of the Act;

"Portal" means Elcom Multiquote;

"Regulations" means the Procurement Regulations 2024;

1. **Background to the Requirement**

This opportunity is for the lease of 5 Minibuses that can be used to transport our students to other campuses, sports fixtures and educational visits.

As shown in 4.0 Specification, the minibuses will need to be 17-seater vehicles, and the lease required will be for between 4 and 6 years. Tenderers must provide prices for the following: 4-year lease with the option to extend on a +1+1 basis

**Please note that 1 vehicle must be an accessible vehicle.**

Strode Requirements – In addition to the 5 minibuses that are required for BTC, a further 2 may be required for Strode College. BTC anticipates that this additional provision will be required in Year 2 of the contract. These contracts will be offered on as a 3-year lease with the option to extend on a +1+1 basis.

**4. Tender Process**

4.1 The Contract will be offered to the successful tenderer following this tender competition.

4.2 The tender process will take place through Elcom Multiquote (E-Procurement software) [MultiQuote](https://suppliers.multiquote.com/Page/Login.aspx)

4.3 The tender evaluation will be based on responses to the following documents:

* 2.0 Procurement Specific Questionnaire,
* 8.0 Pricing, and
* 6.0 Quality Questionnaire.

The evaluation criteria weightings are described in paragraph 4.

4.4 The Authority shall not be responsible for the payment of any expenses incurred by any firm in the preparation and submission of tenders.

4.5 The Authority reserves the right not to proceed with the competition at any stage during the procurement process and shall not, in the event of discontinuance, whatever the cause, be liable for any costs incurred, directly or indirectly, by any prospective Service provider.

4.6 Until the contract has been awarded the Authority reserves the right to seek clarification from the Tenderer on any points of their submission.

**5 Contract Award Criteria and Methodology**

5.1 The contract will be awarded on the basis of the Most Advantageous Tender**.** The winning tender will offer the Authority the optimum combination of lowest whole life costs, quality, and fitness for purpose.

5.2 The award criteria for this tender exercise is provided in the table below.

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| Procurement Specific Questionnaire | Pass/Fail |
| Price | 60% |
| Quality  | 40% |

Registration on the Central Digital Platform

In order to participate in public procurements, Tenderers are required by the Procurement Act to register on the Central Digital Platform (CDP). This allows Tenderers to submit their core supplier information and, whenever a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender> . A Tenderer must be registered on the CDP before being able to be awarded a contract.

5.2.1 Procurement Specific Questionnaire

 Tenderers are required to complete the provided document 2.0 Procurement Specific Questionnaire. Additional documents requested in this document should also be uploaded as part of the tender submission.

In addition, Tenderers must share their core supplier information saved on the CDP either via a sharecode or a downloaded PDF document.

5.2.2 Price

Tenderers are required to complete the provided spreadsheet in document 8.0 in the tender pack. The prices quoted will be firm costs that will be held for the duration of the lease (i.e., not subject to variation) and should be shown as exclusive of VAT.

5.2.3 Quality and Experience

Tenderers are asked to complete the Quality Questionnaire document 6.0 in this tender pack. Please provide full answers and please refer to the scoring mechanism as described in section 5.3.3 below

5.3 Evaluation Scoring

5.3.1 Procurement Specific Questionnaire (PSQ)

The PSQ is used to assess whether Tenderers meet the Conditions of Participation for this procurement. The PSQ questions assess the Tenderers

* Legal and financial capacity, and
* Technical ability

to perform the contract.

 This will be evaluated on a Pass / Fail Basis. The following assessment will be carried out:

* Confirmation that the Tenderer is not an Excluded or and Excludable supplier (from the information saved in the CDP); and
* check that all of the Conditions of Participation contained in the pass/fail questions in the PSQ have been met by the Tenderer; and
* check all self-certifications have been completed; and
* verify the core supplier information contained on the CDP is complete.

If any of the Conditions of Participation are not met, any of the information is missing or any self-certifications are not completed, or the Tenderer is an Excluded Supplier, then the Tender will fail the assessment and will be excluded from further evaluation.

The Authority will exclude any supplier that is an Excluded Supplier, or an Excludable Supplier based on its response to the PSQ. The Authority will identify Excludable Suppliers based on the discretionary exclusion grounds identified in Appendix A. Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.

The Authority will assess the PSQ as shown in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Question (shortened)**  | **Scoring Methodology** | **Minimum Pass Score to Participate**  |
| 1 | Name  | Information Only  | N/A |
| 2 | CDP unique identifier | Tenderers are required to be registered on the CDP to participate in public procurement. Information only.  | N/A - tenderers must be registered before a contract can be awarded.  |
| 3 | Single Supplier/Group | Information Only  | N/A |
| 4 | Which lots bidding for (if applicable)  | Information Only  | N/A |
| 5 | Are you on debarment list  | Pass/Fail. Any supplier, associated persons or subcontractors who are on the debarment list will be awarded a Fail mark.  | Pass  |
| 6 | Supplier Details on CDP up to date | core supplier information should be from within the last 12 months. If this was uploaded more than 12 months ago, please confirm if the details are still correct.  | Information only - if information is older than 12 months old the College may request updated information to be provided prior to contract award.  |
| 7 | Associated Persons  | Information Only  | N/A |
| 8 | Conditions of Participation provided by associated persons | Information Only  | N/A |
| 9 | Associated persons registered on CDP | Information Only  | N/A |
| 10 | Associated Persons debarment list  | Pass/Fail. Any supplier associated persons or subcontractors who are on the debarment list will be awarded a Fail mark.  | Pass  |
| 11 | Intended Subcontractor details  | Information Only  | N/A |
| 12 | Intended subcontractor debarment list  | Pass/Fail. Any supplier associated persons or subcontractors who are on the debarment list will be awarded a Fail mark.  | Pass  |
| 13 | Minimum financial requirements  | Pass/Fail - The contract value must not exceed 10% of the Tenderers overall annual turnover. This is a contract limit in place to highlight whether or not the Tenderer has the financial capacity to carry out the contract and also to ensure that the Tenderer does not become overly dependent on the contract or contracting authority. Submit annual turnover amounts for the last 3 years on the attached financial assessment form (2.0b) alongside financial statements. **Pass - contract value is less than 10% of the Tenderers turnoverFail - contract value is more than 10% of the Tenderers turnover. The College would consider all instances before making this decision.**  | Pass  |
| 14 | Guarantor | if using a guarantor, please provide the details required for the above. These will be assessed on the same basis as question 13.  | Pass  |
| 15 | Insurances | Pass/Fail - Please provide copies of insurance letters confirming that the minimum requirements listed in the PSQ are in place, or a letter on headed paper confirming that they will be by the commencement date on the contract. **Pass - evidence provided that insurance in place or guaranteed to be upon a contract award being made. Fail - insurance limits not met and will not be met even if the contract is awarded.**  | Pass  |
| 16 | Legal Capacity to perform the contract  | Not applicable for this tender | N/A |
| 17 | GDPR | Pass - Policies in place to UK regulations Fail - UK GDPR requirements not being met.  | Pass  |
| 18 | Technical Specifications – Sourcing & Funding | Pass/Fail – Please provide evidence to show that the vehicles can be sourced and financed without overdue stress on the Tenderers capacity to trade. Pass – Evidenced in full Fail – not evidenced, or evidence showed that winning the contract would put the Tenderer into financial difficulty.  | Pass  |
| 19 | References | Information Only  | N/A |
| 20 | Subcontractor Management  | Information Only  | N/A |
| 21 | Organisational Standards | Not applicable for this tender | N/A |
| 22 | Health & Safety  | Information Only  | N/A |

To facilitate the Authority's assessment of a Participant's economic and financial standing, the Authority will assess turnover relative to the Contract Value, solvency ratios and profitability ratios. Participants are asked to provide information on their two most recent accounts, and upon request, provide copies of the most recent audited accounts or up to date financial statements where full audited accounts cannot be provided. The minimum criteria are set out in the table above. The Authority may require further information from a Participant in order to consider if the Participant presents an unacceptable level of financial risk.

The PSQ acts as a self-declaration for Participants. The Preferred Bidder will be required to provide all requested certificates and documentation before being awarded the Contract. However, the Authority can ask any Participant to submit their evidence at any point in the procurement process, if this is necessary, to ensure that the process is carried out properly and in a timeous manner to meet with the procurement’s programme requirements.

5.3.2 Price (Overall – 60%)

The Tenderer identified as having the lowest cost for the service will be awarded the maximum score. Other Tenderers will receive a percentage of the maximum score available on a pro-rata basis dependent on how far removed they are from the lowest cost using the following formula = (lowest cost / Tenderers cost) x 60%.

5.3.3 Quality (Overall – 40%)

The Quality Questionnaire document (6.0) will be used to assess the quality of the Tenderer’s submission. Tenderers should note that Evaluators will allocate a mark out of 5 for each response using the scoring criteria outlined in 5.3.3. The weightings shown in the table below will be allocated to each score out of 5. The scores for each question will then be totalled to give a total score out of 100. The quality weighting of 40% will then be applied to the score out of 100 to give a quality weighted score out of 40.

Example

Question 1.1 is weighted 20%. Tenderer A scores 4 out of 5.

4÷ 5 x 20 = 16% for Q1.1.

**Sub-weightings**



5.3.4 Quality Scoring Criteria

The criteria outlined in the following table will be used to allocate a mark for each response evaluated during the qualitative assessment.

|  |  |  |
| --- | --- | --- |
| Scoring range = 0-5 | Categorisation | Evaluation description |
| **0** | **Cannot be scored** | No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made.  |
|  |
| **1** | **Poor**  | The response provides inadequate detail and does not demonstrate that the Tenderer meets the requirements in most of the areas with omissions in relation to the proposed solution to deliver the service.  |  |
| As a result, the scorer lacks confidence that the Tenderer understands the requirements and is capable of delivering them.  |  |
| **2** | **Below expectations** | The response contains some omissions and / or is not well supported by evidence / examples.  |  |
| As a result, the scorer has some concerns about the Tenderer’s ability to deliver / that they have failed to meet the requirements of the specification.  |  |
| **3** | **Adequate** | The response demonstrates an understanding of the requirement but lacks evidence, detail and/or assurance to support how the requirements will be met.   |  |
| As a result, the scorer has some confidence that the Tenderer understands the requirements but there is a lack of evidence that all the requirements of the specification will be met. |  |
| **4** | **Good** | The response demonstrates a good level of detail, evidence and/or assurance on how most of the requirements will be met in all key areas but may have a small number of minor deficiencies.   |  |
| As a result, the scorer is confident that the Tenderer understands the requirements, is capable of delivering most of the requirements of the specification to a good standard.  |  |
| **5** | **Excellent** | The response is comprehensive and well evidenced demonstrating expertise and knowledge covering all requirements of the specification. |  |
| The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the scorer has a very high level of confidence in the Tenderer’s proposals.   |  |

5.3.5 Quality questionnaires will be assessed by a panel and the score will be moderated to achieve a final consensus score for each question.

5.3.6 The evaluation period will only finish once an award has been made.

**6 Anticipated Procurement Timetable**

6.1 The anticipated timetable for the tender exercise is:

|  |  |
| --- | --- |
| **TASK** | **DEADLINE** |
| Issue of Tender Notices & ITT | 14 May 2025 |
| Queries about the procurement | 02 June 2025 |
| Deadline for Submission of Tenders | 09 June 2025 (12noon) |
| Completion of Evaluation  | 12 June 2025 |
| Despatch of assessment summaries | 13 June 2025 |
| Intended publication of contract award notice | 16 June 2025 |
| Expected end of mandatory standstill period | 26 June 2025 |
| Contract Award Date | 27 June 2025 |
| Contract Commencement / Minibus Delivery Date  | 01 September 2025 |

6.2 If necessary, an updated timetable will be published. The Authority reserves the right to amend the timetable at any time throughout the procurement process.

6.3 Any amendments to the proposed timetable will be notified to all parties participating in the tender process.

6.4 The Authority’s intention is to commence the contract on the above contract start date. Tenderers must ensure mobilisation can be guaranteed for service to

commence from this date.

**7 Freedom of Information**

7.1 The Authority is committed to meeting its responsibilities under the Freedom of information Act 2000.

7.2 It should be noted that the Authority may be required to disclose the information provided in response to this tender, as a result of a Freedom of Information Act (FOIA) request.

7.3 Should Tenderers consider that any of the information included in their response is commercially sensitive, they must identify it and explain (in broad terms) what harm may result from disclosure if such a request were to be received, and the time period applicable to that sensitivity.

7.4 Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Authority may still be required to disclose it under the FOIA if a request is received.

7.5 The receipt of any material marked as confidential, or equivalent should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking. The Authority therefore cannot guarantee that such information will not fall into the public domain.

**8 Communications**

8.1 **Point of contact** – The Authority will conduct all communication relating to this procurement through the Portal. That is the designated point of contact. If there is a technical failure or the Authority for some other reason elects, all Tenderers will be given an alternative designated point of contact.

8.2 **Single point communication** – Tenderers must communicate only through the Portal (except as set out in clause 8.3).  No representative of a Tenderer should contact any other person at the Authority on any matter connected to this procurement except with the prior approval of the Authority's designated point of contact.

8.3 **Requests for clarification** – Tenderers shall make clarification and information requests through the messaging facility on the Portal.  Both questions and their answers will be available to all Tenderers unless otherwise agreed with the Authority (through its designated point of contact) and if agreement cannot be reached the Authority may decline to answer the question if that would be, in the Authority's opinion, inconsistent with its obligations under the Procurement Act 2023. Tenderers should note that it is their responsibility to monitor the portal regularly for any postings which may be relevant to their tender submission.

8.4 **Tenderer’s confidentiality obligations** – Each Tenderer must keep this ITT, and all information contained in it, and appended to it, confidential and must ensure that each of its employees, agents, advisers and sub-contractors is placed under a similar obligation. Please see Schedule 2 (Terms and Conditions of Participation) for more details.

8.5 **Sharing information** – The Authority may share any information provided by a Tenderer with its advisers and members of the evaluation team.

**9 Instructions of Completion**

9.1 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned via the Elcom Multiquote e-procurement system by the date and time given below.

9.2 These instructions are designed to ensure that all Tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

9.3 Please contact the below named Authority Representative if you have any doubts as to what is required, or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.

9.4 All responses (including supporting documentation) must be in English.

9.5 The answer to each question should be completely self-contained, i.e., it should not refer or cross-reference to the answer to any other question, even though in some cases this may lead to duplication of information.

9.6 Please take care when completing all documentation as errors will not be able to be corrected after ITT return has been submitted

9.7 Any enclosed supporting documentation or continuation sheets must be clearly marked as to which section they refer to.

9.8 The Authority reserves the right not to accept or consider any incomplete submission. This includes questions that are not answered or where supporting documentation is omitted.

9.9 The questions must be answered in the order asked. If a question is in any way altered or edited, the subsequent submission may be deemed inadmissible.

9.10 Where a question is not relevant to the Tenderer’s organisation, this should be indicated ‘N/A,’ and an explanation provided.

9.11 When completing the Tender Submission please ensure that the Organisation Name is inserted at the footer of each page

9.12 No additions, deletions or alterations may be made to the tender documents except where specifically requested by the Authority

9.13 Please do not send any general marketing or promotional materials by way of answers to any of the questions. Specific responses are required unless otherwise stipulated.

9.14 Tenderers should treat all information and documents issued by the Authority and its advisers as private and confidential and the express written consent of the Authority must be obtained prior to the release of information or documents to any third party other than a Tenderer’s funders or advisers

9.15 The full tender document must be completed and returned as an electronic tender which must be submitted through the Elcom Multiquote e-procurement portal [MultiQuote](https://suppliers.multiquote.com/Page/Login.aspx)

to be considered and must arrive no later **Noon on Monday 09 June 2025,** late responses will not be accepted.

9.16 The tender will be held in the secure area of the e-tendering system and cannot be accessed until after the deadline.

9.17 It is highly recommended to ensure sufficient time is allowed to submit electronic tenders as it may take some time to upload your completed tender as the deadline approaches. The Authority will not accept liability for any late submission or failure to correctly upload submissions to this system. Full support contact details for technical issues are available on the website: [MultiQuote](https://suppliers.multiquote.com/Page/Login.aspx)

9.18 The server timestamps (GMT) tenders when they are submitted. Tenders uploaded after the time stated or not properly completed will be disregarded. It is the responsibility of the Tenderer to ensure that the submission is delivered on time.

9.19 The Authority shall not be responsible for the payment of any expenses incurred by any firm in the preparation and submission of tenders.

9.20 The Authority reserves the right not to proceed with the competition at any stage during the procurement process and shall not, in the event of discontinuance, whatever the cause, be liable for any costs incurred, directly or indirectly, by any prospective Tenderer.

9.21 By completing the documents, the person signing them, is confirming that the information provided is correct, to the best of their knowledge, and that they are authorised to complete this document on behalf of their organisation

9.22 Clarification questions must be submitted in writing through Elcom Multiquote. All questions and answers received during the tender period will be circulated anonymously to all interested parties.

9.23 Attempts to gain information other than via contact with the Authority staff or the Assistant Accountant will be viewed negatively and may result in disqualification.

9.24 Use of Artificial Intelligence – AI tools can be used to improve the efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via ‘hallucination’. Your submission should clearly identify any instances where AI or machine learning tools, including large language models have been used to generate written content, or support your bid submission.

9.25 Documents to be completed and returned -

* 2.0 Procurement Specific Questionnaire
* 6.0 Quality Questionnaire
* 8.0 Pricing Schedule
* 9.0 Submission Certificate
* 10.0 Form of Offer

**10. Contract Management**

The Service Provider and the Authority shall each confirm in writing the appointment of an individual responsible for general liaison between the parties.

**11. Procurement Contact Details**

 Kirsty Ingle – Assistant Accountant (Procurement Lead)

 procurement@btc.ac.uk