

**Stage 2**

**Invitation to Tender**

Kirklees College

Out of Home Advertising

MultiQuote Reference **CA15965**

Date & Time for Return of Tenders: **Noon, on 1st July 2025**

Anticipated Contract Commencement Date: 1st August 2025

Anticipated Initial Completion Date: 31st July 2028

Anticipated Contract Extension Period: 31st July 2030

**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**

**Kirklees College**:

Kirklees College is a uniquely vocational college whose student community reflects the diversity of the local area. We offer inspirational teaching in industry standard, state-of-the-art facilities and ensure curriculum is developed with employers to enable students to progress.

Our mission is creating opportunities, changing lives and this is at the heart of everything we do. The college has a common set of values for both students and staff: Kindness, Unity, and Excellence, and they define how we behave and interact with each other. At Kirklees College we aim to foster an honest and compassionate approach to ourselves, our people and environment, develop a shared purpose across our community, and set a culture of high aspiration, expectation, and success. We strive to be ahead of the curve in our approach to teaching and learning and be a first-choice provider for students and industry alike.

With over 12,000 students on full-time and part-time courses, and apprenticeships, we provide seven bespoke centres across the Kirklees region, from two main centres based in Dewsbury and Huddersfield, and dedicated learning centres for Animal Care, Construction, Engineering, Process Manufacturing and Higher Education.

**Our Values:**

Our ambition is to be a world-class organisation, underpinned by our values of kindness, unity, and excellence. We believe kindness starts with ourselves; kindness to oneself cultivates kindness towards others, fostering unity. This unity co-creates excellence as we work together in a culture defined by high expectations, accountability, and a restorative, relational, values-driven approach.

* **Kindness -** An honest and compassionate approach to ourselves, our people, and our environment.
* **Unity -** A shared purpose across our community.

**Excellence -** A culture of high aspiration, expectation, and success

**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 Kirklees College (“the College”) contract for Out of Home Advertising.
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 | 05/06/2025 |
| Final date for tender clarifications | 24/06/2025 |
| **Final date for tender submissions** | **Noon 01/07/2025** |
| Tender evaluation period | 01/07/2025 – 16/07/2025 |
| Tender clarification / supplier presentation meetings (if required) | 16/07/2025  |
| Issue of award decision & assessment summaries | 18/07/2025 |
| Publication of contract award notice | 31/07/2025 |
| Standstill period | 18/07/2025 – 30/07/2025 |
| Formal confirmation of post-standstill award | 31/07/2025 |
| Mobilisation period (including contract signing) | July 2025  |
| Contract commencement | 01/08/2025 |

**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 Noon on **01/07/2025** 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. **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. Apart from during arranged site visits, at no time should the tenderer, prior to submitting or following the tender submission, communicate with any person within the College, regarding this procurement process. 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. Tenderers must consider the implications of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), and to base their tenders accordingly. For full details of TUPE labour and liabilities refer to Appendix C of this tender document.

**Contract Commencement & Duration**

1. The successful tenderer(s) shall be prepared to commence the provision of the proposed supplies, services or works on 01/08/2025 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 24 months.

**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 seven calendar 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 seven calendar 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 and during the week identified in the tender timescale set out in this invitation to tender. 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
		3. [Professional Indemnity – £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 lowest Contract price submitted for each part 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 Contract price compared to the lowest e.g. (Contract Price – Lowest Contract Price / Lowest 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 (60%) | Relevant Experience and Resources  | 30% |
| Contract Management  | 30% |
| Service Delivery | 25% |
| Implementation Plan | 10% |
| Added Value to Kirklees College  | 5% |
| **Price** |
| Schedule of Prices (40%) | Schedule of Prices | 100% |
| **Total (100%)** |  |