

INSTRUCTIONS TO TENDERERS

Transport Routes for LINC Transport

For Conwy County Borough Council

Reference Number: LINC Transport 2026/27

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INSTRUCTIONS TO TENDERERS

These instructions are provided to assist Tenderers in preparing their Tender but do not form part of the Contract. Failure to comply with these instructions may result in rejection of the tender.

1. INTRODUCTION

This Tender Pack has been issued by Conwy County Borough Council (the Authority) in connection with a competitive tendering procedure being conducted in accordance with Part 6 Below Threshold Contracts Section 84 – 88 inclusive of the Procurement Act 2023.

The Authority is seeking suitably qualified supplier(s) for various contracts to provide transport for 14-19 collaborative courses known as LINC.

The routes will be operated in term time only within the academic year 2026/27 on the specified routes and days as stated in the attached document “Draft Contract Schedule (LINC) 26-27.”

Please be advised that these may be revised at the start of the terms as courses and numbers of pupils for the courses are changed / confirmed. The routes will operate mainly within the Conwy County boundaries

Subject to the successful completion of the procurement process, the Authority intends to award the contracts to a number of successful suppliers, under the Conwy County Borough Council Passenger Transport Services (PSV) General Conditions Of Contract September 2019; but reserves the right not to award a contract if no suitable bids are received.

This Tender Pack sets out the information which is required by the Authority in order to assess the suitability of Tenderers.

No information contained in this, or in any communication made between the Authority and any Tenderer in connection with this Tender Pack, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Tender Pack. The Authority reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this Tender Pack or any supporting documentation.

Qualification criteria will be a combination of both financial and non-financial factors.

2. SERVICE DETAILS AND REQUIREMENTS.

Please refer to the “Draft Contract Schedule (LINC) 26-27” document for full details.

3. COST OF TENDERING

The Authority will not be responsible for or pay for expenses or losses which may be incurred by any Tenderer during preparation of the tender. No payment shall be made by the Authority for abortive work during preparation of the tender, or any expenses incurred in connection herewith, if the contract does not proceed, or to any Tenderer who fails to submit a tender.

4. DOCUMENT OWNERSHIP

The Tender Pack is, and shall remain, the property of the Authority. If a tender is not to be submitted, a statement of the reason(s) for declining to tender should be sent to the Authority’s named contact point.

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5. TENDERS CONFIDENTIAL

By receiving this Tender Pack, applicants agree to keep confidential the information contained in it or made available in connection with any further enquiries or provided during the course of the procurement process.

Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender Pack other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

6. PRICES

Tenderers are required to state the costs/ rates for the service(s) in the Form of Tender in accordance with the Specification and Conditions of Contract given in this Tender Pack.

All monetary values shall be in Pounds Sterling exclusive of VAT.

7. TENDER APPRAISAL

Tenderers should refer to the 'Tender Appraisal' (page 11) of this Tender Pack.

8. ACCEPTANCE OF A TENDER

The Authority will make every effort to reach a decision on the award of any Contract within 90 days of the closing date for submission of tenders. If the 90 day period appears likely to be exceeded, the Authority will initially seek to negotiate an extension of that period with the tenderers; however, if exceptionally this is not possible or the delay appears to be excessive, the Authority shall re-tender the services. **Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the tender return date.**

Following the published outcomes of the Evaluation Panel's recommendations, Suppliers are advised that there will be a standstill period of seven calendar days between publishing the information and agreeing the implementation date.

When the Authority is intending to award the contract, all Suppliers will receive details of the award, the scores they obtained, the name(s) of the successful Supplier(s) and the score of the Supplier(s) intended to be awarded the contract.

Tender submissions must contain the following information:

- The name and e-mail address of the person within the organisation to receive the details of the proposed tender outcome;
- The Tenderers Unique Supplier Identifier provided by the UK Government Central Digital Platform.

A Contract Details Notice will also be issued on the Sell2Wales (www.sell2wales.gov.uk) website within 30 days of award of contract.

The Authority is not bound to accept the lowest or any tender.

No Tender shall be deemed to be accepted until the Authority has notified such acceptance to the Tenderer in writing. A letter accepting the Supplier's tender will constitute a binding Agreement between the Authority and the Supplier until a formal contract is signed between the parties, under the General Terms and Conditions of Contract for Passenger Transport Services.

All information supplied by the Authority in connection with this Tender Pack will be supplied in good faith but unless specifically warranted shall be treated as for information only and any defects, errors

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or omissions therein shall not vitiate the contract. All information shall be treated as confidential by prospective tenderers.

The tender shall be submitted in the Form of Tender incorporated herein. The form shall be signed by the tenderer and submitted in the manner and by the date and time stated in Clause 13.

All documents requiring a signature shall be signed: -

- Where the Supplier is an individual - by that individual.
- Where the Supplier is a partnership - by two duly authorised partners.
- Where the Supplier is a Company - by two Directors or by a Director and a Secretary of the Company, such persons being duly authorised for that purpose.

9. LANGUAGE

Tenderers should note that tenders and supporting information may be written in Welsh or English.

10. ILLICIT TENDER INFORMATION REQUESTS

Any Tenderer who directly or indirectly canvasses any member or official of the Authority concerning the award of the contract or who directly or indirectly obtains or attempts to obtain by whatever means from any such member or official information concerning any other tender or proposed tender for the Service will be disqualified.

11. ERRORS

Should arithmetical errors be discovered in your tender submission, the tenderer will be afforded the opportunity to amend the tender and correct genuine arithmetical error(s), however, apart from these genuine arithmetical errors no other adjustment, revision or qualification will be accepted.

12. NON-COMPLIANT TENDERS.

Tenders which do not comply with these instructions may not be considered.

13. PROCUREMENT TIME TABLE

Set out below is the proposed procurement timetables. This is intended as a guide and, whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

Activity	Date
Advert published on sell2wales.gov.wales	20 th May 2026
Deadline for receipt of any queries from Suppliers	1 st June 2026, 12 midday
Deadline for answering queries from Suppliers	4 th June 2026
Tender Submission – through Sell2wales Website	15th June 2026, 12 midday
Tender Evaluations	16 th /17 th June 2026
Advise Tenderers of the evaluation outcome	23 rd June 2026
Standstill Period begins	23 rd June 2026
Standstill period ends – 7 calendar days from advice of evaluation outcome	30 th June 2026
Contract Award Date	3 rd July 2026
Contract Start Date	September 2026

14. CONTRACT COMMENCEMENT

The contract(s) will commence at the start of the academic year September 2026 and end in either April/May/June/July 2027 according to the end date of courses. Please note there may be need for a journey cancellation e.g. staff training days. 1 week notice will be given to the supplier if this should arise.

15. INSTRUCTIONS FOR COMPLETION

Tenderers should follow the instructions outlined below when completing this Tender Pack.

The Tender Pack contains details of the specification and submissions are sought from suitably qualified and experienced Suppliers. The Tender requests basic information and data which if not supplied by the return date will preclude Suppliers from being considered for the tendering process.

Tenderers should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Supplier, this should be indicated, with an explanation.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a Tenderer is not invited to participate further. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

Tenderers must be explicit and comprehensive in their responses to this Tender as this will be the single source of information on which responses will be scored and ranked. Tenderers are advised neither to make any assumptions about their past or current supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure unless duly expressed in the submission.

No unauthorised alteration to the Tender Pack can be made without permission from the Authority.

16. COMPLETION AND SUBMISSION OF DOCUMENTS

16.1 For the preparation of your Tender please find enclosed:

- One Instruction document (this document)
- Draft Contract Schedule (LINC) 26-27
- One Tender Document (to be completed by the tenderer)
- 2019 GCC BUS September 2019 x2
- 2019 GCC TAXI September 2019 x2
- LINC Conwy Transport Memorandum of Understanding 2026/27

16.2 In order for your Tender to be considered, please can you ensure that:

- You complete and sign the Form of Tender, Declaration and Anti Collusion Certificate, Commercially Sensitive Information, Conflict of Interest and Checklist.
- You return the Tender Document and any supporting documents by the due dates and times (see below)

Completed Tenders must be **submitted and received by: the date and time specified in the Procurement Timetable section 13 above via the www.sell2wales.gov.wales website** using the

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postbox facility. A user guide for the Postbox facility is available at:
https://www.sell2wales.gov.wales/sitehelp/help_guides.aspx.

Suppliers are advised to allow adequate time for uploading documents and to dispatch the electronic response well in advance of the closing time to avoid any last minute problems.

- Any tender submitted or received after the time specified above may not be considered and the Organisation will be advised of this.
- Prospective tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted.

17. AUTHORITY CONTACT POINT

For any queries relating to the procurement process or Tender Packs, please use the Q & A facility on the Contract Notice via the Sell2Wales website as described in Section 19 below.

18. TENDERER CONTACT POINT

Tenderers are asked to include a single point of contact in their organisation for their response to the Tender. The Authority will not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake to notify any changes relating to the contact promptly.

19. QUERIES

The Tender Pack is being provided on the same basis to all Contractors who have registered their interest for this opportunity. All queries should be directed through the Q&A section of the Contract Notice on the www.sell2wales.gov.wales website.

No telephone enquiries will be accepted. No approach of any kind in connection with this Tender or the procurement process generally should be made to any other person within, or associated with, the Authority.

If it is considered any question or request for clarification to be of material significance, both the question and the response will be published through the Q&A or Additional Information section of the Contract Notice on the www.sell2wales.gov.wales website anonymously to all Tenderers who have registered their interest through the site.

All queries arising from these documents which may have a bearing on the offer should be received via the website as soon as possible but **no later than Noon on the day specified in Section 13 above**.

Please be advised that any and all changes relating to this Tender will be communicated through the Q&A and Additional Documents sections of the Contract Notice on the www.sell2wales.gov.wales website.

Subject to the provisions of the previous paragraph and to any legal requirements imposed upon the Authority (such as those relating to FOIA), all responses received and any communication from Contractors will, to the extent possible, be treated in confidence.

20. ADDITIONAL INFORMATION

The Authority expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this Tender Pack.

21. CONSORTIA AND SUB-CONTRACTING

Where a consortium approach is proposed, all information requested should be given in respect of the proposed prime Supplier or consortium leader. Relevant information should also be provided in respect of consortium members who will play a significant role in the delivery of services or products under any ensuing contract. Responses must enable the Authority to assess the overall service proposed.

The Authority recognises that arrangements in relation to consortia may be subject to future change. Service providers/suppliers should therefore respond in the light of such arrangements as are currently envisaged. Tenderers are reminded that any future change in relation to consortia must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.

The Tenderer shall not propose and no proportion of any contract awarded shall be sub-contracted.

22. Freedom of Information & Commercially Sensitive Information.

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Authority may be disclosed in response to a request made pursuant to the FoIA.

In respect of any information submitted by a Supplier that it considers to be commercially sensitive the Supplier should:

clearly identify such information as commercially sensitive;

explain the potential implications of disclosure of such information; and

provide an estimate of the period of time during which the Supplier believes that such information will remain commercially sensitive.

Please submit responses to the above within Appendix 4 of the Invitation to Tender, as part of the completed submission.

Where a Supplier identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality where it is reasonably practicable for it to do so. Suppliers should note, however, that, even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FoIA. **Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.**

By submitting your response to the Authority, you acknowledge and accept the above provisions concerning potential disclosure of your information.

23. DATA PROTECTION

The information obtained from Suppliers within these tender documents / the tender process, such as name, job title, contact details, details of any consortium partners and subcontractors, CV's, TUPE, etc, is for the purposes of: -

- Tender evaluation activities.
- Business related communication and correspondence.
- Clarification requests and queries.
- Financial and business checks.
- Financial activities.
- TUPE.
- Reporting.
- The award of the contract and formation of the contract documents, where applicable.
- Ensuing contractual and monitoring arrangements.
- Maintaining a contract list and up-to-date list of the Supplier key personnel, where applicable.
- Declaration of interest activities.
- Freedom of Information responses.

This information will be retained and securely stored electronically by the Authority in accordance with the applicable retention periods for tender and contracting processes. The retention period shall be 7 years from completion of the contract unless otherwise stated in line with the Authority's retention policy.

No unauthorised parties will have access to your personal data unless the law allows them to do so. Your information will be shared on a need to know basis with the following recipients: -

- Within Authority departments with authorised officers and their nominated representatives.
- Other agencies such as other local authorities, BCUHB or appointed consultants, where applicable.
- E-procurement portal, such as Sell2Wales, for the successful completion of procurement activities, where applicable.
- Internal computer management systems such as Purchase to Pay (P2P), Paris, contracts list, etc.

The Authority's full Privacy Notice can be found here: <http://www.conwy.gov.uk/en/Council/Access-to-Information/Privacy-Notices/How-Conwy-County-Borough-Council-uses-your-Information.aspx>

24. SUPPLIER SELECTION

The Authority may disqualify any Tenderer who fails to:

- Comply with the requirements of Section 57-60 inclusive of the Procurement Act 2023 and/or fails to certify on the Declaration that it has fulfilled these requirements
- Provide a satisfactory response to any questions in the Tender Pack or inadequately or incorrectly completes any question

The Tenderers who are not disqualified in accordance with the above grounds shall be evaluated on the qualification criteria.

The Authority **may** seek independent financial and market advice to validate information declared or to assist in the evaluation.

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Where a Tenderer has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, other information considered appropriate by the Authority will be accepted.

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Tenders shall be appraised on 65% price and 35% quality.

The Authority is not bound to accept the lowest or any tender.

1. QUALITY EVALUATION – 35%

The quality assessment will be based on the following table with the associated weighting provided and the Supplier shall include within their Tender submission all necessary information in order to allow the quality assessment to be completed.

The information supplied will be checked for compliance before responses are evaluated.

It should be noted that the Authority reserves the right to reject any bid submitted which does not at least meet the minimum requirements stated.

The evaluation will be undertaken by an Evaluation Panel who will follow a systematic and comprehensive process as detailed below.

Scoring Matrix

Section	Weighting %
Section A - Organisational Information.	For information purposes only
Section B – Economic / Financial Information	Risk assessed
Section C: Vehicle Specification	Risk assessed
Section D: Health and Safety	
D1	Risk assessed
D2	5%
D3	10%
D4	10%
Section E: Training	
E1	10%
Section F: Other Information Required	Risk Assessed
Declaration	Please complete and sign
Anti-Collusion Certificate	Please complete and sign
Form of Tender	Please complete and sign – 65%
Commercially Sensitive Information	Please complete and sign
Conflict of Interest	Please complete and sign

The information given in Sections B, C, D1 and F will be risk assessed in order to sustain the current climate and must be successful for the Evaluation Panel to be able to evaluate the rest of the submission. The Authority will take in to consideration the age of the company and any other relevant criteria, avoiding discrimination.

The evaluation panel will assess quality as shown in the tables below:

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Marks	Risk Assessment Criteria
Pass	Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Authority were to award a contract.
Fail	Information not provided or demonstrates that the level of risk associated with awarding a contract is unacceptably high. Organisations will not be evaluated any further if any of the elements detailed in the Invitation to Tender achieve a Fail score.

During the evaluation period, the Authority reserves the right to seek clarification from the Tenderers, to assist it in its consideration of their Tenders.

Scoring Criteria

Score	Classification
5	Exemplar response with a high level of substantiating relevant information and detail provided. The information provided is relevant and exceeds standard as specified.
4	High quality response with good level of substantiating relevant information provided. The information is complete and sufficient to indicate that tenderer is capable of achieving the required standard of service delivery. Meets standard as specified.
3	Good standard of response with majority of requirements met but with some minor reservations. The information shows significant indications that tenderer has ability /expertise / resources / structures to deliver service required, but some information has little relevance.
2	Acceptable basic response with reservations but not sufficient to warrant rejection. The information provided shows an indication that the tenderer has some relevant ability / expertise / resources / structures to deliver the service required but some information is irrelevant.
1	An unsatisfactory response. The information provided casts significant reservations and does not meet minimum requirements and / or is inadequately substantiated.
0	An unanswered response or a response that does not fulfil the requirement in any way and is totally unacceptable. Unsatisfactory Response. Does not meet minimum requirements or is inadequately substantiated.

5.2 PRICE EVALUATION – 65%

All prices, rates, etc. quoted are to be exclusive of Value Added Tax

The price element of the tender shall be assessed based upon the costs submitted within the Financial Schedule – Form of Tender for each set of routes / contracts (e.g. LC01 and LC02 or LC09 and LC10 etc.).

The percentage scored by each tenderer is based on the submission of the lowest priced bid per each set of routes / contracts. The lowest bid will score maximum 65%. All other tenders will be awarded points based on a proportion of this score i.e. lowest price / price of submission x 65. This will give each tenderer their price percentage per each set of routes / contracts.

The price percentage for each set of routes / contracts and the single quality percentage shall be added together. The tenderers with the highest percentage for each contract / route shall be successful.