



KILMARNOCK COLLEGE

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# Invitation to Tender

## Residential Outdoor Learning Experience (Prince's Trust)

Tender Reference:	KCER011
Date of Issue:	Sept 2010
Revision Number:	-
Date of Approval	-
Responsibility	Head of Widening Access & Participation

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## **1. INSTRUCTIONS TO TENDERERS**

### **1.1 Introduction**

Kilmarnock College wish to appoint a provider of residential outdoor learning opportunities to support the College in its aims to:

- Build on the very positive HMle Review (November 2009) which highlighted the College's strengths and actions in areas where the College can improve the quality of learning and teaching and services for learners
- Build the College's reputation as a centre of excellence for learning and teaching while recognising the diverse needs of individuals and communities we serve.
- Recognise and celebrate learner and staff achievement and success.
- Make a major contribution to skills and business development locally to support the sustainable economic growth of Scotland.

The appointment will be by a process of competitive tender.

The requirement is set out in Section 2 of this Document.

### **1.2 Background**

Kilmarnock College has been successfully delivering the Prince's Trust Team Programme for over 10years and have delivered over 100 teams. We deliver 6 teams per year.

As part of the structured 12 week programme, the participants take part in a week long residential (usually in Week 3) which aims to take the young people out of their normal environment, stretch their ambitions and build the team spirit. Students would travel to the venue on the Monday and return to the College on the Friday

The groups, made up of 15 young people may have challenging behaviour, be ex offenders or be rehabilitating from a drug addiction. Most are lacking in self confidence and taking part in the programme gives them a focus to set a pathway for their future.

Groups of young people will be accompanied by one member of staff and a volunteer.

For academic year 2010-11, residential experiences would be required for **2 groups** of 15 young people on the following dates

**Monday 18<sup>th</sup> October 2010 – Friday 22 October 2010**

**Monday 21<sup>st</sup> February 2011 – Friday 25<sup>th</sup> February 2011**

**Monday 20<sup>th</sup> June 2011 – Friday 24<sup>th</sup> June 2011**

### **1.3 Completion of Tender**

Your tender should comprise the documents listed below. All documentation should clearly state the tenderer's name, the tender reference number and the section to which the response relates.

- **Tender Submission (Section 2)**

Tender submission should include all the detail requested in Section 2.

- **Form of Tender (Section 4)**

To be completed, signed and returned with the tender submission.

- **Pricing Schedule (Section 5)**

1. Price excluding VAT.
2. Price including VAT.

### **1.4 Tender Award**

The following criteria will be used to assess the tenders:

- The soundness and extent to which the proposed approach meets the required outcomes for the College (25% weighting).
- Experience and skills of the organisation (25% weighting).
- Value for money (50% weighting).

During the week of 20<sup>th</sup> September, 2010 the tenders received will be scrutinised by a team from the College and East Ayrshire Council, comprising Bernadette McGuire, Director of Learning & Teaching (KC), Carol Nisbet, Head of Widening Access & Participation (KC) and Richard McPike, Service Leader, Widening Access & Participation. The three tenders that score the highest will be invited in to the College on Friday 24<sup>th</sup> September 2010 to present their proposals to a panel. The weighting of this second and final stage will remain the same as the weighting used to assess the tenders.

### **1.5 Additional Information Required by Kilmarnock College**

Tenderers are asked to provide copies of the latest 3 years' published accounts or for the period that is available if trading for less than 3 years and any other information which may legitimately support the tender.

In addition, the organisation should submit a copy of their Equal Opportunities Statement, or other information confirming good practice in this area.

Kilmarnock College's standard terms and conditions request prospective tenderers to notify us of any actual or potential conflicts of interest in carrying out the work

outlined in this document. Please include this information (if relevant) when tendering. The College will expect complete confidentiality to be maintained throughout the delivery of the service.

## **1.6 Qualification of the Tender**

Include here details of any areas where you will not be able to comply with the College's requirements as set out in this Invitation to Tender. Qualifications should only be made if you cannot comply with the requirements of the contract at any price.

Note that if your tender is qualified we reserve the right to reject it in total.

## **2. SUBMISSION INFORMATION REQUIREMENTS**

You are offered the opportunity to tender for a period of one academic year. The contract will be subject to a quarterly review and will only be extended with the agreement of all concerned. Either party may terminate the contract by the provision of three months notice in writing.

The Board of Management, the Principal and Senior Management Team recognise the importance of the external environment within which Further Education plays its part and how careful stakeholder management and positive media relationships are vital to the success of the College now and in the future.

The College is seeking to enter into contract with an organisation which will work closely with the Widening Access & Participation Team providing first class residential outdoor learning opportunities for 16-25 year olds, some of whom may have challenging behaviour.

### **Scope of the Service**

Your tender should be no longer than six sides of A4 and should include the following information:

- Key staff with CVs *appended (should include experience of working with challenging young people)*
- To ensure safe practice partners must be able to provide the following:
  - Risk assessments for each activity offered
  - Necessary equipment and materials to deliver activities safely with maintenance logs where appropriate.
  - Protective clothing and all necessary personal safety equipment for participants
  - A current AALA licence (where appropriate)
  - Evidence of recent disclosure checks

- Public Liability insurance
- All activity instructors must have a current HSE First Aid Certificate.
- Sample plan outlining a typical team building residential experience for Prince's Trust Teams, detailing the aims and objectives of the full week as well as the individual activities – *(one activity Monday afternoon, 3 full days activity – Tuesday, Wednesday, Thursday - and two evening sessions. No activities required on the Friday)*
- Location of activities—*(are they on-site or is travel required to the activity venue)*
- Travel arrangements from Kilmarnock College on the Monday and return to Kilmarnock College on the Friday—*(please inform us if you do not wish to tender for travel)*
- Catering arrangements for the residential week, outlining a typical menu-breakfast, lunch, evening meal. *(please advise if facilities are available for tea, coffee, toast etc as light evening supper. Please inform us if you do not wish to tender for full board. For self catering option, outline suitable food preparation and eating areas )*
- Accommodation for Kilmarnock College students and staff *(please provide a plan detailing the sleeping arrangements for female students, male students, female staff and male staff)*
- Description of how methadone can be kept securely on Residential site—*(if required)*
- Fees for the supply of the service – full board and self catering prices, with and without transport.

## **Outcomes**

- To engage young people in experiential learning which encourages them to realise their own potential and continue in education.
- To position the College as a preferred and innovative learning provider

## **3. CONDITIONS OF TENDERING**

### **3.1 General**

## **Contents of the Invitation to Tender**

The Tender is to be made strictly in accordance with the requirements of this Invitation to Tender which, together with any addenda that are issued, are together referred to as the Invitation to Tender.

## **Enquiries concerning the Tender**

Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to Carol Nisbet, Head of Widening Access & Participation, Kilmarnock College.

The response by the College as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the College redirects the enquiry.

## **Independent Tender**

By submission of a Tender, the Tenderer warrants that:

- (a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.
- (c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

## **Modification by Kilmarnock College**

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Submission Date. It shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the College shall revise the Tender Submission Date in order to comply with the six-day requirement.

Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

## **3.2 Preparation of Tender**

### **Cost of Tender**

Kilmarnock College will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or in the evaluation of the Tender.

### **Language of Tender**

The Tender and all accompanying documents are to be in English.

### **Validity Period of Tender**

All details of the Tender, including prices and rates, are to remain valid for acceptance for 90 calendar days.

### **Currency of Tender**

Tender prices shall be in sterling.

### **Contract**

The Contract shall be subject to Scots Law.

### **3.3 Delivery of Tender**

#### **Number of Copies**

Full details of the documents to be returned are given in this Invitation to Tender. These documents shall together comprise the "Tender". Please return the original (clearly marked ORIGINAL) plus two paper copies (clearly marked COPY 1 and COPY 2). One electronic copy should also be provided on CD (please do not email the Tender document).

#### **Submission or Closing Date**

Tenderers should send three paper copies of their proposal along with an electronic copy to:

**Carol Nisbet  
Head of Widening Access & Participation  
Kilmarnock College  
Holehouse Road  
Kilmarnock  
KA3 7AT**

to arrive no later than **12 noon on Monday 20<sup>th</sup> Sept 2010.**

#### **Delivery**

The identity of the Tenderer must not be visible on the packaging of the Tender.

The words "TENDER FOR CONTRACT No KCER010" should be added above the name and address.

Failure to follow these instructions may render the Tender invalid.

#### 4. FORM OF TENDER

To Kilmarnock College:

I/We offer to supply to Kilmarnock College in accordance with the enclosed Terms and Conditions of Contract and Specification, the Service at the rates/prices detailed in the Price Schedule enclosed.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that any contract that may result from this tender shall be subject to the Law of Scotland as interpreted in a Scottish Court.

The prices quoted in this tender are valid and open to acceptance by you for a period of 90 calendar days from the tender return date specified in your Invitation to Tender.

I/We declare that this is a *bona fide* tender, intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts:

- Communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted.
- Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word "persons" includes any person and any body or association, corporate or incorporate. The words "agreement or arrangement" include any such transaction, formal or informal, whether legally binding or not.

Signed:..... Name:.....

For and on behalf of (insert full name of business)

.....

Address of Registered Office:.....

.....

Date:.....

**5. PRICING SCHEDULE**

<b>Proposed Rates</b>	
<b>Weekly Rate ( full board/transport) (Excluding VAT)</b>	<b>Weekly Rate ( full board/transport) (Including VAT)</b>
£	£
<b>Weekly Rate (self catering/transport) (Excluding VAT)</b>	<b>Weekly Rate (self catering/transport) (Including VAT)</b>
£	£
<b>Weekly Rate (full board/no transport ) (Excluding VAT)</b>	<b>Weekly Rate (full board/no transport ) (Including VAT)</b>
£	£
<b>Weekly Rate (self catering/no transport) (Excluding VAT)</b>	<b>Weekly Rate (self catering/no transport ) (Including VAT)</b>
£	£

Please advise time required for cancellation of activity and levels of cost reduction, should bookings be cancelled due to unforeseen circumstances.

Signed:..... Name:.....

For and on behalf of (insert full name of business)

.....

Address of Registered Office:.....

.....

Date:.....