



**INVITATION TO TENDER
FOR THE CONTRACT FOR THE CLEANING OF EXMOOR HOUSE
AND TOWN OFFICES DULVERTON**

November 2018 - October 2021

**Exmoor National Park Authority
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Exmoor National Park Authority Conditions of Contract

Section I

Instructions and information on tender process

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important, therefore, that bidders provide all the information asked for in the format and order specified. If there is any doubt as to what is required, or if bidders have difficulty in providing the information requested, they should contact mharley@exmoor-nationalpark.gov.uk in accordance with the procedure for raising queries set out in 2.2 below.

I.1 Timetable and Administration Arrangements

The envisaged key milestones for the tender are shown in the table below.

No	Event	Date
1	Issue of ITT	Friday 21 September 2018
2	Site Visits	By prior arrangement
3	Final date for receipt of any tenderer's questions	Friday 5 October 2018
4	Deadline for return of tenders	Noon, Friday 12 October 2018
5	Award notice issued	Friday 19 October 2018
6	Commencement of contract	Thursday 1 November 2018

I.2 Submission of Tender Documents

I.2.1 Your completed response should be submitted by the due date and time required:

Date: Friday 12 October 2018

Time: 12.00 noon

Responses should be submitted in an email to tenders@exmoor-nationalpark.gov.uk

No other method will be accepted

I.2.2 **It is the sole responsibility of the submitting company to deliver their response as specified.**

I.2.3 Late responses will not be accepted.

I.2.4 If problems occur during the submission stage, please contact:

mharley@exmoor-nationalpark.gov.uk Tel 01398 322274

I.2.5 Exmoor National Park Authority takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.

I.3 Sufficiency of Tender

- I.3.1 The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in his Tender which shall cover all their obligations under the Contract.
- I.3.2 If Exmoor National Park Authority suspects there has been an error in pricing or calculation in a Tender, it reserves the right to seek such clarification as it considers necessary from that Tenderer only.

I.4 Form of Tender

- I.4.1 All entries entered by the Tenderer on the Form of Tender, and other submitted information, must be typewritten. All prices must be specified in pounds sterling, exclusive of VAT. All Tender Forms must be signed by the Tenderer in a proper manner, by a Director or the Secretary of a Company.

I.5 Validity of Tenders

- I.5.1 All Tenders will remain open for acceptance by Exmoor National Park Authority for a minimum period of 3 calendar months from the date fixed for lodgement of Tender. All Tenders must be submitted on this basis.

I.6 Amendments to the tender documents by ENPA

- I.6.1 ENPA reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Where amendments are significant, ENPA may at its discretion extend the deadline for receipt of tenders.

I.7 Questions / Clarifications Arising during the Tender Process

- I.7.1 Exmoor National Park Authority will endeavour to answer any questions the Tenderer may have regarding the Tender. The closing date for questions shall be the day seven days before the tender deadline.
- I.7.2 Clarification requests/questions will be posted on <http://www.exmoor-nationalpark.gov.uk/about-us/working-with-us/invitations-to-tender>, together with the answers given, so that they are available to all bidders.
- I.7.3 **Latest date to request clarification or ask questions: 5th October 2018**

I.8 Acceptance of Tenders

- I.8.1 This Invitation to tender expresses the current intentions of ENPA with regard to this contract. It does not constitute an offer capable of acceptance. Its purpose is to obtain proposals from selected potential suppliers.
- I.8.2 Exmoor National Park Authority is not bound to accept the lowest tender and reserves the right to accept any Tender in whole or in part. The Authority reserves the right to discontinue this tender process at any time. Any Contract(s) awarded will be on the basis of the Tender Assessment and Evaluation in Part 5.
- I.8.3 Exmoor National Park Authority shall in no circumstances be liable for any costs involved in the preparation of a Tender.

- 1.8.4 A Tender shall only be accepted by Exmoor National Park Authority by issue of a Contract Award Letter by the Authority.

1.9 Inducements

- 1.9.1 Offering an inducement of any kind in relation to obtaining this or any other contract with ENPA will disqualify the relevant tender from being considered.

Section 2

Terms and Conditions applying to this tender

2.1 ENPA Standard Terms and Conditions of Contract

- 2.1.1 This contract will be awarded using the Exmoor National Park Authority's standard terms and conditions, which are appended to this document

2.2 Other Terms and Conditions

- 2.2.1 The Supplier recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall (a) transfer to the Supplier on the commencement of the Contract; (b) transfer to another supplier on the expiry of the Contract.

- 2.2.2 During the period of six months preceding the expiry of the Contract or after the Purchaser has given notice to terminate the Contract or the Supplier stops trading, and within 20 working days of being so requested by the Purchaser, the Supplier shall fully and accurately disclose to the Purchaser or to any person nominated by the Purchaser information relating to employees engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

(a) the total number of personnel whose employment with the Supplier is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and gender, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and

(c) information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and

(d) details of pensions entitlements, if any.

- 2.2.3 The Supplier shall permit the Purchaser to use the information for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Purchaser considers appropriate in connection with any re-tendering. The Supplier will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

- 2.2.4 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Clause.

- 2.2.5 In the event that the information provided by the Supplier in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

2.2.6 The provisions of this Condition 2.2 shall apply during the continuance of this Contract and after its termination howsoever arising.

Section 3

Specification

3.1 Contract Term

- 3.1.1 The contract will operate for a period of three years, from 1st November 2018 to 31 October 2021, unless terminated by ENPA in line with the general terms and conditions of contract, and may be extended by a further period of Two years thereafter.

3.2 Access Times

- 3.2.1 These will be decided on a site by site basis after consultation with the local nominated Authority Officer(s). The available times for cleaning operations to be carried out are between the hours of 1830 and 0730 each day, Monday to Friday.

3.3 Key holding

- 3.3.1 The Contractor will be required to take responsibility for the keys and alarm codes for the buildings. The Contractor will be expected to maintain an up to date list of key holders and make this available for inspection by the Authorised Officer.

3.4 Staffing - General

- 3.4.1 Under no circumstances should the Contractor's staff allow any unauthorised persons or animals in Authority's buildings / areas.
- 3.4.2 The Authorised Officer should be kept informed of staff changes.
- 3.4.3 The Contractor's staff must comply with the Authority's 'no smoking' policy. This extends to e-cigarettes.
- 3.4.4 All staff are required to have equal opportunities and equalities awareness training.

3.5 Access

- 3.5.1 The contractor will be required to liaise with the Authority officer regarding appropriate badges and access cards.

3.6 Waste Management

- 3.6.1 The Contractor shall be responsible for taking refuse and recycling to the appropriate nominated storage containers prior to collection and shall ensure that all waste is disposed of safely and hygienically at these areas and does not leave waste in such a way that it may cause a health and safety risk to a third party.

3.7 Use of Premises

- 3.7.1 The permission to enter and use Authority premises does not constitute the grant of tenancy of any part of the premises and is for the duration of the Contract Period only, or for any further period as the Authorised Officer may stipulate.
- 3.7.2 The Contractor accepts that the Authority's premises are provided to the Contractor solely for the provision of his agents and for no other purpose unless agreed by the Authority in writing.

3.8 Materials and Chemicals

- 3.8.1 The Contractor will be responsible for providing at their own cost any disposable equipment that is required in the normal course of providing the specified services.
- 3.8.2 Disposable material should be chosen according to the least environmental impact, i.e. card and paper should be chosen over plastic.
- 3.8.3 The Contractor shall provide all materials, chemicals and equipment necessary to provide the services which are the subject of this specification. The Client will provide consumables e.g. toilet rolls, bin liners, soap for soap dispensers etc. and the contractor is required to ensure all his staff are trained to comply with the requirements of COSHH, PUWER and all other relevant regulations.

3.9 Inspections

- 3.9.1 Authority monitoring inspections will take place. Part of the process will be to audit the Contractor's systems. The Contractor shall permit any of the Authority's nominated staff to inspect, without prior notice and at any reasonable time, any premises, equipment or materials used, or proposed to be used, by the Contractor in the provision of the Services, and to test and take samples from them. The Contractor shall cooperate with the above staff or inspections to facilitate the carrying out of such inspections.
- 3.9.2 A copy of any report documenting such inspections will be given to the Contractor. The Contractor will supply the Authorised Officer with copies of any reports that are received in respect of inspections by any Environmental Health Inspector or any other recognised body.
- 3.9.3 The Contractor shall comply with any stipulations, advice or guidance contained in any report.
- 3.9.4 The Contractor will carry out monthly inspections with the Authorised Officer present. A signed copy of the inspection will be kept on file by both parties.

3.10 Customer Care

- 3.10.1 The Contractor shall ensure that all members, staff and other users are (if the need arises) responded to promptly, effectively and courteously at all times and shall make every effort to meet the user's needs and to take account of personal and special circumstances.
- 3.10.2 The Contractor shall deal with any complaints received, whether orally or in writing, in a prompt, courteous and efficient manner. The Contractor must provide a quarterly return to the Authorised Officer of all complaints that they have received and the action that was taken.
- 3.10.3 The Contractor shall introduce a complaints procedure to ensure that customer's complaints are dealt with effectively. This procedure should be submitted as part of the tender.

3.11 ICT Equipment

- 3.11.1 The Contractor shall not use any ICT equipment (to include telephone, computer workstation or laptop) in any Authority premises without the permission of the Authorised Officer or the Officer in charge of the premises unless there is an emergency.

3.12 Sustainability

- 3.12.1 The Authority recognises its responsibility to carry out its procurement activities in an environmentally and socially responsible manner. The Authority will strive to incorporate environmental and social considerations into our product and services selection process. We recognise that it is our responsibility to encourage our suppliers and contractors to minimise negative environmental and social effects with the products and services they provide. The Authority will also strive to ensure that local and smaller suppliers are not discriminated against in the procurement process and specifications.

Specifically, we aim to:

- Give preference to products and services that can be manufactured, used and disposed of in an environmentally and socially responsible way.
- To ensure that sustainability criteria are included in specifications to suppliers.
- To ensure that sustainability criteria are used in the award of contracts.
- Consider whole-life costs when assessing product suitability and in the award of contracts.
- Encourage internal purchasers to review their consumption of goods and materials in order to reduce usage.
- To ensure non-discrimination against local and smaller suppliers.

Quality Considerations:

- Maximum use of reusable containers
- Maximum recuperation of packing material
- Maximum use of recycled or biodegradable packaging
- Minimum use of plastic refuse bags (reusable ones are available from janitorial suppliers)
- Chemicals used must be known brands only, not own labels
- All equipment and materials to be used within this contract must first be agreed with the Authority's Authorised Officer

3.13 Review Meetings

- 3.13.1 Annual review meetings will take place on site. The Authority requires that the following Contractor's staff attend these meetings:
- Local Contracts Manager/Supervisor
- 3.13.2 The Contractor will provide the following information at each meeting:
- Minutes of the previous meeting
 - General review of the service delivery
 - Complaints, operational issues and defaults
 - Recycling
 - Up to date list of key holders for all sites

This information will be required at least two weeks before the meeting takes place.

3.14 Key Performance Indicators (KPIs)

- 3.14.1 The Contractor will work to the following KPIs:
- Standards (based on joint quality monitoring of sites)
 - Products (based on questionnaires sent to sites)
 - Service (Based on questionnaires sent to sites)
 - Employee Satisfaction (based on questionnaires sent to the Contractor's employees)

- Staff Turnover (Based on the number of leavers in a period compared with the headcount at the start of the period)
- Health and Safety (Based on the number of accidents compared with the total staff numbers)

This list is not exhaustive and other indicators may be added with the agreement of the Authorised Officer.

3.15 Non-Performance

- 3.15.1 Default notices and Notices of Unsatisfactory Performance will be applied as a result of upheld complaints, poor standards of cleanliness and failure to meet KPIs.
- 3.15.2 If the Contractor receives 6 default notices in any 3-month period, then the Authority reserves the right to terminate the contract.

3.16 Emergencies

- 3.16.1 The successful Contractor will be expected to respond to all emergencies within 2 hours of notification.

3.17 NOT USED

3.18 Sites

- 3.18.1 It is expected that tenderers will visit both sites in order to understand them and any difficulties that may occur while cleaning them.

3.19 Client's Responsibilities

- 3.19.1 Agree access times with the Contractor before the Commencement of the Contract.
- 3.19.2 Accept that anything other than minimal use of any area after cleaning operations are complete is likely to have a detrimental effect on cleaning standards.
- 3.19.3 Provide the Contractor with a timetable of building usage which may impact upon cleaning operations, such as building refurbishments and out of hours events.
- 3.19.4 Provide adequate time for periodic cleaning (where applicable).
- 3.20.5 Provide adequate measures to control additional mess created by other Contractors.
- 3.19.6 Accept that additional cleaning requirements created by vandalism and / or misbehaviour that cannot be remedied by normal cleaning methods and in the normal time by the Contractor, will be the responsibility of the site management team unless agreement can be reached with the cleaning Contractor.
- 3.19.7 Inform the Contractor via the Authorised Officer of any changes to floor surfaces prior to laying (floors requiring special treatment may increase cleaning costs).
- 3.19.8 Provide storage for the Contractor's equipment and materials.
- 3.19.9 Provide suitable access for the Contractor's staff to hot water and electricity (where available).

Part Two – Cleaning Schedule

Exmoor House

1. Offices	Frequency			
Task:	Daily	Weekly	4 Weekly	Other
Spot suction floor				
Full suction clean/sweep floor				
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.				
Remove waste/recycling				
Periodic Cleaning				
High level dusting (above shoulder height)				Annually

2. Washrooms/Toilets>Showers	Frequency			
Task:	Daily	Weekly	4 Weekly	Other
Remove waste				
Clean waste receptacle				
Clean floor using appropriate method and material (i.e. germicidal detergent)				
Spot clean floor using appropriate method and material (i.e. germicidal detergent)				
Damp wipe vertical surfaces				
Spot clean all surfaces				As needed
Clean horizontal surfaces, fixtures and fittings (including mirrors, WCs, urinals etc.) using appropriate method and material (germicidal detergent).				
Replenish consumables	2			
Clean shower cubicle and head				
Periodic Cleaning				
Deep clean floors				Bi-annual

3. Corridors/Stairs/Lifts/Fire Exits	Frequency			
Task:	Daily	Weekly	⁴ Weekly	Other
Spot suction clean/sweep floor	I			
Full suction clean/sweep floor		I		
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)		I		
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.		I		
Remove waste/recycling	I			
Clean mats	I			
Clean mat-wells		I		
Visible dusting			I	
Spray clean/burnish lift walls & doors	I			
Spot suction clean/sweep lift floor	I			
Periodic Cleaning				
High level dusting			I	

4. Reception/Prestige Areas	Frequency			
Task:	Daily	Weekly	⁴ Weekly	Other
Spot suction clean/sweep floor				As needed
Full suction clean/sweep floor	I			
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				As needed
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.		I		
Remove waste/recycling	I			
Clean mats	I			
Clean mat-wells		I		
Visible dusting			I	
Periodic Cleaning				
Carpet clean				Bi-annual
High level dusting			I	

5. Meeting Rooms	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Spot suction clean/sweep floor				
Full suction clean/sweep floor				
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.				
Remove waste/recycling				
Replace consumables				
Periodic Cleaning				
High level dusting				Annually

6. Staff Kitchens	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Spot suction clean/sweep floor				
Full suction clean/sweep floor				
Spot mop spillages etc. (hard floors)				
Full mop (hard floors)				
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames, sink surrounds (walls).				
Remove waste/recycling				
Empty dishwasher				
Full clean of dishwasher				Bi-annually
Spot clean external surfaces and the inside of fridges				
Weekly clean out of fridges - out of date food removed on a Friday				
Deep clean inside fridges				Bi-annually
Periodic Cleaning				
High level dusting				Annually
Comments: Wherever and whenever possible, a steam cleaner (or equivalent) should be used to clean corners and edges etc.				

7. Courtyards/Car Parks	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Litter pick			I	
Periodic Cleaning				

8. Waste/Recycling	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Empty general waste bins	I			As needed
Empty various recycling bins	I			As needed
Clean internal bins			I	As needed
Periodic Cleaning				

9. Windows and Doors - glass	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Spot clean entrance lobby	I			
Clean internal windows			I	
Periodic Cleaning				

Periodic Cleaning (min. quarterly)	
Fixtures and Fittings	Clean thoroughly and dry cabinets, cupboards, non-wood bookcases, sills, ledges, mirrors, radiators, notice boards and other vertical work surfaces.
Borrowed lights and glass partitions	Clean and dry polish borrowed lights in doors and glass partitions.
Furniture	Clean and dry behind all freestanding cupboards, lockers, cabinets etc. Apply polish to wooden desktops, bookcases, tables and other wooden surfaces. Suction clean fabric covered chairs.
Doors, doorframes, handrails and balustrades, window frames.	Wash with a solution of neutral detergent and remove finger marks. Dry polish.
Mats and mat wells	Remove intake mats (all types), wash or vacuum as appropriate to type of mat in order to remove dirt. Thoroughly clean and vacuum mats and mat wells. Replace mats when dry.
Radiators and associated exposed pipe work	Remove dirt and dust from front, rear and interstices. Damp wipe and dry all accessible surfaces.
Carpeted Floors	Vacuum clean.
Uncarpeted Floors	Mop sweep, damp mop or spray clean.

Twice per year	
Floors in toilets, shower rooms washrooms and changing rooms	Machine scrub and vacuum dry floor areas using a solution of germicidal detergent and water. Hand scrub/scour shower floors and other floor areas inaccessible to machines.
Sanitary ware and associated pipe work	Thoroughly clean WC pans, urinals and troughs and associated pipe work using brush. Remove residues, stains and limescale with acid descaler. Scrub down urinal slabs and urinal basins and clean with acid descaler. Clean and descale gullies. Rinse all sanitary ware and gullies free from acid.
Hand-basins, sinks including shower trays, taps and drinking fountains	Clean thoroughly using germicidal detergent and dry polish, internal and external surfaces of hand-basins, sinks and drinking fountains. Damp wipe and dry polish taps and adjacent wall area.
Sanitary fittings	Wash with germicidal detergent and dry cisterns, roller towel cabinets, dispensers, pipes, handles, plated metalwork, cubicle and entrance doors, frames and partitions, mirrors and other sanitary fittings.
Walls in toilets, shower room, washrooms and changing rooms	Using a solution of germicidal detergent wash and dry polish all areas up to a height of 2 metres (6Ft 6"), wash and dry all walls, light fittings open walls, exposed pipework and beams/girders extending up to 3.35 metres (11Ft) from floor.
Uncarpeted Floors (unpolished)	Machine scrub and vacuum dry unpolished floor areas using a solution of neutral detergent and water.
Uncarpeted floors (polished)	Machine scrub and vacuum dry floors to remove all marks and allow to dry. Supervising Officer to instruct on requirements to apply polish and machine buff.
Carpeted Floors	Thoroughly vacuum clean fitted or loose carpets, mats and rugs, including areas normally covered by moveable furniture and utilising stiff hand brushes in areas which are inaccessible to vacuum units. Spot clean and remove stains.
Light Fittings	Dust/damp wipe all fittings.

Once per year	
Walls, partitions, fixtures and fittings.	Remove dust from all internal wall surfaces with vacuum attachments or wall brushes. Remove all marks from the skirting boards and walls to a height of 2.3metres using a cream cleanser or solution of mild detergent. Rinse and dry.
	Dust and damp wipe pipes, glazing bars, window sills, shelves, venetian blinds, radiators and covers, cupboards, locker tops and skirting boards.
Ceilings/Beams	Dry brush or dust or vacuum all ceilings at a height of 5 meters or less from the floor.
Furniture	Wash and dry all chairs and tables using a mild detergent.

Town Office Building

1. Offices	Frequency			
Task:	Daily	Weekly	⁴ Weekly	Other
Spot suction clean				
Full suction clean/sweep floor				
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.				
Remove waste/recycling				
Periodic Cleaning				
High level dusting				Annually

2. Washrooms/Toilets	Frequency			
Task:	Daily	Weekly	⁴ Weekly	Other
Remove waste				
Clean waste receptacle				
Clean floor using appropriate method and material (i.e. germicidal detergent)				
Spot clean floor using appropriate method and material (i.e. germicidal detergent)				
Damp wipe vertical surfaces				
Spot clean all surfaces				As needed
Clean horizontal surfaces, fixtures and fittings (including mirrors, toilet pans etc.) using appropriate method and material (germicidal detergent).				
Replenish consumables				As needed
Periodic Cleaning				
Deep clean floors				Bi-annual

3. Corridor	Frequency			
Task:	Daily	Weekly	⁴ Weekly	Other
Spot suction clean/sweep floor				
Full suction clean/sweep floor				
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				As needed
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.				
Remove waste/recycling				
Clean mats				

Clean mat-wells		I		
Visible dusting			I	
Periodic Cleaning				
High level dusting			I	

4. Meeting Rooms	Frequency			
Task	Daily	Weekly	4 Weekly	Other
Spot suction clean/sweep floor		I		
Full suction clean/sweep floor		I		
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)				As needed
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames.		I		
Remove waste/recycling		I		
Replace consumables				
Periodic Cleaning				
High level dusting			I	

5. Staff Kitchen	Frequency			
Task	Daily	Weekly	4 Weekly	Other
Spot suction clean/sweep floor		I		
Full suction clean/sweep floor		I		
Spot mop spillages etc. (hard floors)				As needed
Full mop (hard floors)		I		
Spray clean/burnish floors (hard floors)				As needed
Dust/damp wipe fixtures and fittings including skirting's, ledges, window and door frames, sink surrounds (walls).		I		
Remove waste/recycling		I		
Spot clean fridges		I		
Deep clean inside fridges				Bi-annually
Periodic Cleaning				
High level dusting				Annually
Comments: Wherever and whenever possible, a steam cleaner (or equivalent) should be used to clean corners and edges etc.				

6. Waste/Recycling	Frequency			
Task	Daily	Weekly	4 Weekly	Other
Empty general waste bins		I		
Empty various recycling bins		I		As needed
Clean internal bins				As needed

7. Windows and Doors - glass	Frequency			
Task	Daily	Weekly	⁴ Weekly	Other
Spot clean entrance doors		I		
Clean internal windows			I	
Periodic Cleaning				

Periodic Cleaning (min. quarterly)	
Fixtures and Fittings	Clean thoroughly and dry cabinets, cupboards, non-wood bookcases, sills, ledges, mirrors, radiators, notice boards and other vertical work surfaces.
Borrowed lights and glass partitions	Clean and dry polish borrowed lights in doors and glass partitions.
Furniture	Clean and dry behind all freestanding cupboards, lockers, cabinets etc. Apply polish to wooden desktops, bookcases, tables and other wooden surfaces. Suction clean fabric covered chairs.
Doors, doorframes, handrails and balustrades, window frames.	Wash with a solution of neutral detergent and remove finger marks. Dry polish.
Mats and mat wells	Remove intake mats (all types), wash or vacuum as appropriate to type of mat in order to remove dirt. Thoroughly clean and vacuum mats and mat wells. Replace mats when dry.
Radiators and associated exposed pipe work	Remove dirt and dust from front, rear and interstices. Damp wipe and dry all accessible surfaces.
Carpeted Floors	Vacuum clean.
Uncarpeted Floors	Mop sweep, damp mop or spray clean.

Twice per year	
Floors in toilets	Machine scrub and vacuum dry floor areas using a solution of germicidal detergent and water. Hand scrub/scour shower floors and other floor areas inaccessible to machines.
Sanitary ware and associated pipe work	Thoroughly clean WC pans, urinals and troughs and associated pipe work using brush. Remove residues, stains and limescale with acid descaler. Scrub down urinal slabs and urinal basins and clean with acid descaler. Clean and descale gullies. Rinse all sanitary ware and gullies free from acid.
Hand-basins, sinks including shower trays, taps and drinking fountains	Clean thoroughly using germicidal detergent and dry polish, internal and external surfaces of hand-basins, sinks and drinking fountains. Damp wipe and dry polish taps and adjacent wall area.

Sanitary fittings	Wash with germicidal detergent and dry cisterns, roller towel cabinets, dispensers, pipes, handles, plated metalwork, cubicle and entrance doors, frames and partitions, mirrors and other sanitary fittings.
Walls in toilets, shower room, washrooms and changing rooms	Using a solution of germicidal detergent wash and dry polish all areas up to a height of 2 metres (6Ft 6"), wash and dry all walls, light fittings open walls, exposed pipework and beams/girders extending up to 3.35 metres (11Ft) from floor.
Uncarpeted Floors (unpolished)	Machine scrub and vacuum dry unpolished floor areas using a solution of neutral detergent and water.
Uncarpeted floors (polished)	Machine scrub and vacuum dry floors to remove all marks and allow to dry. Supervising Officer to instruct on requirements to apply polish and machine buff.
Carpeted Floors	Thoroughly vacuum clean fitted or loose carpets, mats and rugs, including areas normally covered by moveable furniture and utilising stiff hand brushes in areas which are inaccessible to vacuum units. Spot clean and remove stains.

Once per year	
Walls, partitions, fixtures and fittings.	Remove dust from all internal wall surfaces with vacuum attachments or wall brushes. Remove all marks from the skirting boards and walls to a height of 2.3metres using a cream cleanser or solution of mild detergent. Rinse and dry.
	Dust and damp wipe pipes, glazing bars, window sills, shelves, venetian blinds, radiators and covers, cupboards, locker tops and skirting boards.
Uncarpeted Floors	The Supervising Officer will instruct where additional treatment is required e.g. Stripping and re-sealing.
Ceilings/Beams	Dry brush or dust or vacuum all ceilings at a height of 5 meters or less from the floor.
Furniture	Wash and dry all chairs and tables using a mild detergent.

Other Information

Innovation
Statements such as 'Spot Mop Spillages etc. (Hard Floor)' and 'Spot Suction Clean Floor' are used to describe an action that will lead to a certain standard being achieved. If the same standard (or better) can be achieved by using another method that is either more efficient, more environmentally friendly etc. such as the use of micro-fibre technology or innovative machinery/materials, please contact the Authorised Officer for approval.

Visible Dusting				
Where practicable, areas that are normally above the height for day to day cleaning but are highly visible, such as the top of door frames, fire alarms etc. should be cleaned quarterly.				
Full clean of SDC Hall, Kitchen, WC's and Meeting Rooms after an event				As needed
Emergency Call Outs (max 2 hour response)				As needed

Section 4

Tender Assessment and Evaluation

4.1 Evaluation of Tenders (Compliance)

- 4.1.1 Submitted tenders will be subject to a compliance check, selection and finally a quality and price evaluation by means of a structured process in order to determine the tender, from a suitably qualified and experienced organisation, that in the Authority's opinion offers best value to the Authority.
- 4.1.2 The initial compliance phase will include checks to ensure the documents have been properly completed and all required information has been provided.
- 4.1.3 If, during the initial compliance phase, it is apparent that a Tenderer has submitted a fundamentally non-compliant or incomplete tender then the Authority reserves the right to reject that tender and continue to assess the other tenders as appropriate.
- 4.1.4 Tenders who pass this initial screening process will thereafter be subject to further assessment as detailed below.
- 4.1.5 The evaluation process will be systematic, thorough and fair.
- 4.1.6 After the initial assessment phase, a 2-stage evaluation process will be undertaken:
1. **Selection** Criteria
 2. **Award** Criteria

4.2 Evaluation of Tenders (Selection)

- 4.2.1 The Selection stage will evaluate Tenderers on the following aspects of their response to the questionnaire in Section 7 of the Tender document

7.1	General Information	Not assessed – for information only
7.2	Consortia Information	Not assessed – for information only
7.3	Insolvency and Criminal Proceedings	Pass / Fail
7.4	Financial Information	Pass / Fail
7.5	Insurance Information	Pass / Fail
7.6	Technical and Professional Capability	Pass / Fail
7.7	Equalities	Pass / Fail
7.8	Health and Safety	Pass / Fail
7.9	Customer Care and Quality Assurance	Pass / Fail
7.10	Information Security Policy	Pass / Fail

- 4.2.2 Only information provided as a direct response to the questionnaires will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc will not form part of the evaluation process. **Marketing material should not be included.**
- 4.2.3 All questions must be answered.
- 4.2.4 Please note that the Authority may require clarification of the answers provided or ask for additional information.

- 4.2.5 The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.
- 4.2.6 Should the response be found to be erroneous or in any other way incorrect, the Authority reserves the right to disqualify the candidate from the tender.
- 4.2.7 Each of the above Selection stage aspects will be evaluated separately, with a mark of Pass or Fail. Tenderers will be required to pass all aspects in order to achieve an overall Pass for the Selection stage and therefore have their tender further assessed in the final evaluation phase which covers price. Failure of any stage will result in rejection of the tender.

4.3 Evaluation of Tenders (Award)

4.3.1 Quality – 40%

The quality element will be based on the tenderer's response to the requirements in Section 5 of the Tender document. The Authority will consider the content of the responses from each tenderer and will make a judgement based on each tenderer's submission in relation to the criteria below.

4.3.2 The criteria for consideration will include:

Ref	Criteria	% Evaluation Weight
A	Approach to the Contract (Quality Control)	20%
B	Contract Resourcing	20%

4.3.3 Each reply will be scored according to the assessment given in the table below;

0-2	Unacceptable – Nil or inadequate response. Fails to demonstrate an ability to meet the requirement
3-4	Poor – Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
5-7	Acceptable – Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
8-9	Good – Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled
10	Excellent – Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full

In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that a particular submission could in fact be delivered by the Bidder concerned.

Responses to the questions below will be scored as follows. The evaluation score will be divided by the highest score available for that question (i.e. 10) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.

All weighted scores from each award criterion will then be added together to give a final quality score total for each bidder.

4.3.4 **Price – 60%**

This will be determined by examination of the **Pricing Schedule** submitted by each tenderer.

4.3.5 The Authority is under no obligation to accept the lowest bid or any bid and will not be liable for costs or expenses incurred in connection with the appointment process.

4.3.6 The total tender price will be formed by taking the total price per annum for cyclical cleaning and multiplying this by three to reflect the contract term. Added to this will be the costs per event, as per the schedule, estimated on the basis of twelve events per annum and three emergency call outs per annum, multiplied by three to reflect the contract term.

4.3.7 The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. The formula used will be:
$$(\text{Lowest price} / \text{Bidder's price}) \times 100 = \text{Bidder's price score.}$$

Price scores will then be multiplied by the price weighting (80%) to give a final price score.

The final price score will be combined with the final quality score to give an overall tender score. Each Bidder's overall quality and price score will be compared with the other Bidders' overall quality and price scores to identify the successful tender

4.4 **Further Clarification**

4.4.1 **Supplier product demonstration**

During the tender evaluation period, tenderers may be required to demonstrate their proposed solutions to representatives of the Authority and to answer questions on their bid, both for the purposes of clarification. The quality scores may be altered by the evaluation panel following the process of clarification through the demonstration and interview process.

All costs involved will be borne by the tenderers.

4.4.2 **Reference Site Visits**

Should ENPA undertake a reference site visit, all costs arising from site visits will be met by the Authority.

4.5 Variant bids

- 4.5.1 No variant bids will be accepted.

4.6 Confidentiality

- 4.6.1 ENPA will not disclose to any third party information that is supplied in tenders that is marked as confidential. All other information supplied by bidders to ENPA will similarly be treated in confidence except that references may be sought from banks, existing or past clients, or other referees submitted by the Bidders.

4.7 Conflicts of interest

- 4.7.1 Bidders are required to confirm that they are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

4.8 Consortia

- 4.8.1 Bids from multi-disciplinary organisations and specially formed consortia are encouraged, but all organisations in specially formed consortia must be identified in the response to the ITT. Each group or consortium will be required to nominate a lead partner with whom ENPA can contract or form themselves into a single legal entity before contract award. In the case of group bidders or consortia each service provider will be required to become jointly and severally responsible for the contract before acceptance.
- 4.8.2 If the tenderer is a group bidder or consortium, each member of the consortium must be identified separately as part of the response to this ITT.
- 4.8.3 If the tenderer is a member of a group of companies they should provide information only about themselves and not the Group as a whole (except where Group information is specifically requested by the question).

Section 5

Structure and Format of Response

5.1 Introduction

- 5.1.1 Your response to this tender document should follow the defined structure as outlined. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed **Essential** and require response.
- 5.1.2 The response should be presented in A4 format with an easily readable font style and size

5.2 Approach to the Contract (Quality Control)

- 5.2.1 The quality element is worth 20% of the available 40%. Contractors should describe how they will approach the implementation and performance of this contract with particular regard to the requirements outlined in the Schedule of Requirements. Contractors should outline their proposals for on-going quality control during the project and how they will remedy any failures.

5.3 Project Resourcing

- 5.3.1 Contractors should describe the resources that they will be deploying on this contract if they are successful, stating whether any staff resources are currently in place or will require to be recruited. They should also give indications as to the background and knowledge of key personnel who will be deployed in the delivery of this contract.
- 5.3.2 Explain any sub-contract arrangements that you will depend on to deliver the contract and explaining how you will manage this / these relationships with other stakeholders (if any).
Any Lead Times between award of Contract and start of Services should be highlighted

Section 6

Pricing Proposals

Pricing Proposals should be in the following format;

6.1 Building Cleaning

Item	Description	Offer Price £ ex VAT per annum
1	Exmoor House	
2	Town Office	

TOTAL _____

SIGNATURE: _____
DESIGNATION: _____
COMPANY: _____
DATE: _____

Note that **Pricing Proposals** should be completed in full and must be signed by an a person properly authorised to do so on behalf of the bidding organisation

Section 7

Supplier Questionnaire

7.1 General Information (Information only)

7.1.1 Full legal name, address and website of the Potential Provider in whose name the tender will be submitted (the Prime or Single contractor):

Company Name	
Address from which the contract will be delivered	
Town/City	
Postcode	
Country	
Website	

7.1.2 Name, position, telephone number and e-mail address of main contact for this project.

Name	
Position	
Telephone Number	
Fax Number	
E-mail	

7.1.3 Current legal status of the Potential Provider (e.g. partnership, private limited company, etc).

	Please tick one box	
Sole Trader		
Partnership		
Public Limited Company		
Private Limited Company		
Public Sector (including Registered Charities, NDPBs, Housing Associations)		
Other (please state)		

- 7.1.4 Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006.¹ Please provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business.

Date of formation	
Place of formation	
Date of registration	
Company registration number	
Certificates enclosed	YES / NO <i>(please delete)</i>
Registered Vat number	
Registered Office	
Principal place of business	

Ownership structure

- 7.1.5 If the Organisation is a member of a group of companies give the full legal name and address of Parent/Holding Company if applicable:

Company Name	
Address	
Town/City	
Postcode	
Country	
Company registration number ²	

¹ Potential Providers established outside the United Kingdom may provide equivalent information. For a list of acceptable equivalent information please refer to in Regulation 23(7) of the Public Contracts Regulations 2006.

² Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.

7.1.6 Full legal name and address of (ultimate) Parent/Holding Company if applicable:

Company Name	
Address	
Town/City	
Postcode	
Country	
Company registration number³	

7.1.7 If the Potential Provider is a division or subsidiary, what is its relationship with the Parent Company (e.g.: 100% owned subsidiary)

Relationship	
---------------------	--

7.1.8 Please provide a one-page chart illustrating the ownership structure of the Potential Provider including relations to any parent or other group or holding companies.

Ownership structure enclosed (please tick ✓)	
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7.1.9 Please provide a brief history of the Potential Provider's organisation.

Brief history of the Potential Provider's organisation, no more than 400 words, including details of any parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures, etc which are currently in the public domain.	
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³ Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.

7.1.10 Is the Potential Provider a consortium joint venture or other arrangement? If so, and if it is available, please provide details of the constitution and percentage shareholdings

Consortium	YES / NO <i>(please delete)</i>
<i>If yes please complete the table below</i>	

Organisation	Percentage shareholding

7.1.11 Registration with professional body

Where applicable, is the Potential Provider registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex IX B of Directive 2004/18/EC) under the conditions laid down by that member state⁴).

Evidence of registration with appropriate professional/trade body <i>Either insert required details or state 'None'</i>

7.1.12 VAT registration number

VAT Registration number	
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⁴ In the UK this condition is satisfied by registration with Companies House or a declaration on oath that the candidate is carrying on business in the trade in question in the UK at a specific place of business and under a specific trading name.

7.2 Consortia Information (Information only)

All Potential Providers should answer question 7.2.1. Where a Potential Provider at this stage of the process intends to sub-contract they should also answer questions 7.2.2 and 7.2.3 below. Where a Potential Provider becomes aware of the intention to subcontract at later stages in the procurement they are required to notify the Authority of this and provide the information requested below at that time. Where a Potential Provider is a consortium they should indicate which members are proposing to deliver the services.

7.2.1 Please tick the box below which applies

a) Your organisation is bidding to provide the all the services required itself (if ticked, go to Section 3)	
b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
c) The Potential Provider is a consortium	

7.2.2 If your answer to 7.2.1 is (b) or (c) please indicate in the table below (by inserting the relevant company/organisation name) the role your partner organisation(s) will undertake or potentially undertake as part of this service.

Requirement	Company / Organisation	How much of the requirement and what will they directly deliver (%)

2.2 If your answer to 7.2.1 is (b) and you are unable to confirm all partners (complete supply chain) at this stage, you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please give a brief outline on policy regarding the use of partner organisations and, if applicable, the extent to which it is envisaged they may be used in any contract.

Methodology for procuring supply chain (no more than 300 words)	

7.3 Insolvency and Criminal Proceedings (Pass/Fail)

7.3.1 Has the organisation or any of the directors, partners or proprietors been in a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors or subject to relevant proceedings?

☐ Yes

☐ No

7.3.2 Has the organisation or any of the directors, partners or proprietors been convicted of a criminal offence related to business or professional conduct?

☐ Yes

☐ No

If you are completing the questionnaire as a primary contractor, please confirm this in section 3 for all your proposed consortium members and any other third parties you are considering using to provide the service to the Exmoor National Park Authority.

7.4 Financial Information (Pass/Fail)

7.4.1 Please provide the following financial information or an explanation as to why this information cannot be provided;

- a. A copy of the most recent audited accounts for your organisation that cover the last three years of trading or for the period that is available if trading for less than three years.
- or
- b. A statement of the organisation's turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in an audited form at (a)
- or
- c. Where (a) and (b) cannot be provided, a statement of the organisation's cash flow forecast for the current year and a bank letter or statement from the relevant Director or Accountant outlining the current cash and credit facility position
- and
- d. If the organisation is a subsidiary of a group, (a) or (c) are required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed the information is requested for each member company.
- and
- e. please provide a statement of the organisation's turnover that relates directly to the supply of this service for the past three years, or for the period the organisation has been trading (if less than three years) in the boxes below:

Year Ended			
Turnover (£)	£.....	£.....	£.....

- 7.4.2 Parent company and/or other guarantees of performance and financial standing may be required if considered appropriate as well as confirmation of the organisation's willingness to arrange for a guarantee or a performance bond

Where the potential provider is dependant financially on a parent company to support its application for this procurement, it must indicate in the box below whether a Parent Guarantee is available if requested.

Where required, Parent Guarantee Available?	YES / NO <i>(please delete)</i>
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- 7.4.3 Name and address of principal banker.

Bank Name	
Address	
Town/City	
Postcode	
Telephone	
Fax number	

If requested, would you be willing to provide a Banker's reference?	YES/NO
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- 7.4.4 Has your business met the terms of its banking contracts and any loan agreements or mortgages during the past year?

Yes ☐ No ☐

If the answer is no please provide reasons and state what action has been taken by you to rectify the situation?	
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- 7.4.5 Has your business met all its obligations to make payments as they fall due to its suppliers, staff and/or landlord/licensor during the past year?

Yes ☐ No ☐

If the answer is no please provide reasons and state what action has been taken by you to rectify the situation?	
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7.5 Insurance Information (Pass/Fail)

- 7.5.1 It is a requirement of this contract (of framework agreement) that bidders hold the levels of insurance indicated below. If a potential provider does not have the minimum insurance requirements and is not prepared to obtain such cover is successful then the provider will be automatically excluded from further consideration in the tender process.

{buyer to indicate level and type of insurance is necessary to deliver contract}

Employer's Liability Insurance = £5m

Public Liability Insurance = £5m

Employer's Liability Insurance (if applicable, as this does not apply to sole traders)	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> Not applicable, I am a sole trader
Public Liability Insurance	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> No, I do not have this and I am not willing to obtain

7.5.2

Please provide copies of your current insurance certificates relating to the requirements above	The documents / evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies Or A letter from your insurance broker confirming you will be able to obtain relevant insurance
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7.6 Technical or Professional Capability (Pass/Fail)

Bidders are required to provide evidence of having the necessary capacity and capability to deliver the requirements of the contract

Bidding organisations may demonstrate their experience in delivering goods, services and works similar to the current contract by using examples from;

- Within their own organisation (bidders may rely on the experience of personnel that they intend to use to carry out the current requirement, even if that experience was gained whilst working for a different organisation)
- Other consortium members (where a consortium bid is being proposed)
- Named sub-contractors (where sub-contractors are being used and their identity is known)

7.6.1 Please provide two examples below;

Please provide your first relevant example that demonstrates your organisations, or, where relevant consortium members and / or named sub-contractors experience in delivering similar goods, services or works to the requirements of this procurement exercise.

For goods and services contracts your examples must be from within the last three years and for works contracts your examples must be from within the last five years.

The Information you provide should cover the following areas -

- a description of the goods works or services delivered,
- contract value & dates.
- previous or current customer details,
- details of where you have been able to demonstrate added value through the adoption of innovative solutions.

Either use the space provided or attach a document to your response, which should be no longer than 2 pages of A4

<p>Please provide your second relevant example that demonstrates your organisations, or, where relevant consortium members and / or named sub-contractors experience in delivering similar goods, services or works to the requirements of this procurement exercise.</p> <p>For goods and services contracts your examples must be from within the last three years and for works contracts your examples must be from within the last five years.</p> <p>The Information you provide should cover the following areas -</p> <ul style="list-style-type: none"> - a description of the goods works or services delivered, - contract value & dates. - previous or current customer details, - details of where you have been able to demonstrate added value through the adoption of innovative solutions. <p>Either use the space provided or attach a document to your response, which should be no longer than 2 pages of A4</p>	
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7.6.2

<p>In relation to the two examples above please attach confirmation that the requirements were delivered successfully e.g. acceptance / completion certificates or customer's written declaration (if available)</p>	
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7.6.3

<p>Please provide a statement of the technical resources such as the tools, plant, facilities and technical equipment available to your organisation, or, where relevant consortium members and / or named sub-contractors in relation to the delivery of this contract.</p> <p>Please refer to the Specification in Section 3 of this document</p> <p>Guidance</p> <p><i>The Buyer will use the information you provide to evaluate whether your organisation, consortium members and / or named sub-contractors have the required technical resources to deliver the requirement</i></p>	
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7.6.4

Please confirm whether or not your organisation, consortium members have:

- defaulted on the delivery of a contract within the last 3 years (goods and services) or 5 years (works)
- had a contract cancelled, or not renewed, for failure to perform within the last 3 years (goods and services) or 5 years (works)

If any of the above applies please provide an explanation of the action you have taken to prevent a re-occurrence

Guidance

The Buyer will use the information to determine whether you have a successful record of delivery

7.7 Equalities (Pass/Fail)

7.7.1 Does your organisation comply with your statutory obligations under the Equality Act 2010

Yes ☐ No ☐

7.7.2 If relevant to the status of your organisation i.e. if you have more than 5 staff, please attach a copy of your Equality and Diversity policy and / or equal opportunities policy with your response

7.7.3 In the last three years has any finding of unlawful discrimination been made against your business or organisation by any court or employment tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in jurisdiction other than the UK)?

Yes ☐ No ☐

If you answered 'yes' to the above question provide a summary of the finding or judgement and explain what action you have taken to prevent similar unlawful discrimination from reoccurring.

Guidance

Buyer may not be able to select a bidder to tender if it has been found to have unlawfully discriminated in the last three years unless it has provided compelling evidence that it has taken robust and appropriate action to prevent similar unlawful discrimination reoccurring.

7.7.4 In the last three years, has your organisation had a complaint upheld following a formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in a jurisdiction other than the UK), on grounds of alleged unlawful discrimination?

Yes ☐

No ☐

If you answered 'yes' provide a summary of the nature of the investigation and an explanation of the outcome (so far) of the investigation. If the investigation upheld the complaint against your organisation, provide an explanation of what action (if any) you have taken to prevent unlawful discrimination from re-occurring.

Guidance

The Buyer may not be able to select a bidder if a complaint was upheld following investigation, unless robust and appropriate action has been taken to prevent similar unlawful discrimination from re-occurring

7.8 Health and Safety (Pass/Fail)

7.8.1 Does your organisation have a written Health and Safety Policy?

Yes ☐ No ☐

7.8.2 Does your organisation ensure compliance with the Health and Safety at Work Act 1974?

Yes ☐ No ☐

7.8.3 Does your organisation train staff in Health and Safety?

Yes ☐ No ☐

7.8.4 Please provide the name of the person in the business specifically responsible for health and safety matters.

.....

.....

7.9 Customer care and Quality Assurance (Pass/Fail)

7.9.1 Does your organisation have a written customer care policy?

Yes ☐

No ☐

If yes please provide details

7.9.2 Does your organisation hold a recognised Quality Management System certification from an independent body attesting conformity to quality assurance standards based on the relevant European standard to equivalent standard e.g. BS/EN/ISO 9000 or equivalent? If it does please provide a copy.

Yes ☐

No ☐

If no please explain your quality management systems or reason for not having a system

7.9.3 Does your organisation use any key performance indicators to assess performance?

☐s

☐D

If yes please provide details of KPIs

7.10 Information Security Policy (Pass/Fail)

7.10.1 Does your firm have a policy on the protection of client data with respect to the statutory requirements on GDPR, Freedom of Information and Environmental Information Regulations, and confidentiality?

Yes ☐ No ☐

Please provide details	
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7.10.2 Please provide any further information you think might be relevant to the provision of this service such as; any additional skills or processes your organisation possesses which you consider would lead to additional value/benefits for the South Downs national Park Authority.

Please provide details	
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Section 8

Form of Tender

To: ENPA

Dear Sir,

TENDER FOR:

1. I/We* the undersigned DO HEREBY UNDERTAKE on the acceptance by the ENPA of my/our* tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.
2. Any prices, rates or discounts quoted in this tender are valid for 90 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before the expiry of that period.

Signed	
Name	
Position in organisation	
Duly authorised to sign tenders for and behalf of [Name]	
Registered Address	
Nationality of Company	
Company number	
Date	

Section 8

Certificate of Non-Collusion

TO: ENPA

RE:

The essence of the public procurement process is that the ENPA shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide bid and (except as authorised in the Invitation to Tender) we have not, and insofar as we are aware neither has any of our (or any of our proposed sub-contractors) officers, employees, servants or agents:

- a.) Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made; or
- b.) Informed any other person, other than the person calling for this bid, of the amount or the approximate amount of the bid, except where the disclosure, in confidence, of the amount of the bid was necessary to obtain quotations necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
- c.) Caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival bid for the Contract; or
- d.) Committed any offence under any applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or
- e.) Offered or agreed to pay or give any sum of money, inducement 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 Bid or proposed Bid for the works any act or omission; or
- f.) Canvassed any other persons referred to in paragraph (a) above in connection with the Contract; or
- g.) Contacted any officer of ENPA or their agents about any aspect of the contract including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer or agent for the purpose of the Framework Contract or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting contract(s) continue in force between us (or our successors in title) and ENPA

In this certificate, the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed	
Name	
Position in organisation	
For and behalf of	
Date	

EXMOOR NATIONAL PARK AUTHORITY

Conditions of Contract

1. Definitions

In these conditions the 'ENPA' means the Exmoor National Park Authority and the 'Contractor' means the person or company to whom the order is addressed. Where the contract is for the provision of services, the words 'the goods' shall be read, where the context permits, as meaning the services which the contractor has contracted to provide. These conditions shall be construed in accordance with the Interpretation Act 1978.

2. Conditions

These conditions shall form the basis of the contract between the ENPA and the contractor. Notwithstanding anything to the contrary in the contractor's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the contractor, these conditions shall apply except insofar as expressly agreed in writing by the ENPA. No servant or agent of the ENPA has the power to vary these conditions verbally. If the contractor shall not previously have accepted these conditions, then delivery by him shall constitute such an acceptance. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the ENPA. In the event of any conflict between the special conditions and the general conditions, the special conditions shall prevail.

3. Delivery

- (i) Time of performance shall be of the essence of this contract.
- (ii) All goods shall be delivered at the contractor's risk and at no charge to the ENPA unless previously agreed by the ENPA.
- (iii) Each delivery of goods shall be accompanied or preceded by a Delivery or Advice Note addressed to the appropriate officer of the ENPA at the place where the delivery is to be made and the note shall quote the ENPA's order number and set forth the name, quality, sort, rate, price, quantity and number of goods to be delivered as applicable.
- (iv) Delivery of the goods by the contractor to a carrier shall not be deemed delivery to the ENPA and goods must be delivered at the time and place specified in this form.
- (v) The contractor, his servants or agents, shall comply with all reasonable requirements at the place of off-loading and in particular shall ensure that his vehicles are not reversed or manoeuvred at any establishment where children are present without assistance from a responsible adult, and shall contact a responsible Officer, who the contractor may require to sign a receipt confirming delivery of the goods. Provided always that if the contractor employs a carrier the contractor shall ensure that these instructions are complied with by the carrier.

4. Force Majeure

If delivery is delayed by some cause totally outside the control of the contractor, he shall give written notice of such cause within seven days of its occurrence and the ENPA may then (but without prejudice to its other rights) allow such extra time for delivery that is reasonable in the circumstances.

5. Containers

- (i) The ENPA will not be liable to pay for any pallets, packages or containers in which goods are supplied.
- (ii) Any such pallets, packages or containers which remain the property of the contractor shall be collected by the contractor at his own cost within seven days notice that they are ready for collection being given to the contractor by the ENPA and the ENPA will not be responsible for their return or any loss or damage caused to them while they are in the ENPA's custody.

6. **Prices**

The prices quoted by the contractor shall include delivery and the cost of packing (see conditions 3 & 5). All prices shall be fixed. It is not acceptable for a supplier to quote a variable price or to stipulate prices at the date of delivery or the like. All prices quoted shall be exclusive of V.A.T.
7. **Assignment of Contract**

The contractor shall not transfer, sub-let or assign any part of the contract without prior written consent of the ENPA.
8. **Standard Specifications**
 - (i) Where there is an appropriate European standard implemented by a British standard, or in its absence a common technical specification, or in its absence a British standard current at the date of order the contractor shall comply with such standards in the order listed unless specified.
 - (ii) Goods supplied or services rendered must meet the requirements of all current health and safety at work legislation.
9. **Passing of Property and Risk**

The property and risk in the goods shall pass to the ENPA on delivery but without prejudice to any right of rejection.
10. **Prevention of Corruption**

The ENPA may cancel the contract and recover any resulting loss if the contractor or his employees or agents with or without his knowledge:-

 - (a) Does anything improper to influence the ENPA in the award of a contract.
 - (b) Commits an offence under the Prevention of Corruption Act 1906 to 1916 or Section 117(2) of the Local Government Act 1972.
11. **Private Transaction**

The contractor shall not during this order solicit or receive orders or engage in private transactions with any servant or employee of the ENPA for goods under this contract.
12. **Cancellation**

The ENPA shall be entitled to cancel this order at any time by giving written notice to the contractor. If the ENPA exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability.
13. **Insolvency**

If the contractor becomes bankrupt or insolvent or (being a company) makes an arrangement with his creditors or has a receiver appointed or commences to be wound up, other than for the purposes of amalgamation or reconstruction, the ENPA may, without prejudice to any of its rights, terminate the contract forthwith by notice to the contractor or any person in whom the contract may have been vested.
14. **Guarantees**

It shall be a condition of the contract that the goods comply in all respects with the contract description and with any statements or undertakings made by the contractor, or his servants or agents, prior to the giving of the order. The contractor undertakes that all goods and services supplied by him shall be of first class quality and recognises that the ENPA has placed the order relying upon skill and expertise of the contractor and any statements and representations made by him. If the goods (or any of them) supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then the ENPA may call upon the contractor (but without prejudice to the ENPA's other rights) to rectify or replace the goods (at the ENPA's option) at the contractor's expense. All obligations in this condition shall further apply to any such rectified or replaced goods.
15. **Indemnification**

The contractor shall indemnify and keep indemnified the ENPA against:-

- (a) Any claim which may be made in respect of employer's liability against the ENPA or the contractor by any workmen employed by the contractor or any sub-contractor in the execution of the contract.
- (b) Any claim for injury or damage to property of third parties.
- (c) Any claim for infringement of any copyright, letters patent or registered design, trade mark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which the ENPA may incur in any action for such infringements of for which the ENPA may become liable in such action, and for any royalties payable by the ENPA.

16. **Law**

The contract shall be governed by and be construed in accordance with English Law. The exercise by the ENPA of its rights hereunder are without prejudice to any of its other rights. The complete or partial invalidity or unenforceability of any of these terms and conditions shall in no way affect the validity or enforceability thereof for any other purpose or of any of the other terms and conditions.