



Procurement Document

(Open Tender Procedure)

Tender for

Cleaning and Securing of Public Conveniences at Council Properties in Swanage

Reference STCPC/2021

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Introduction

Purpose

The purpose of this document is to provide instructions on the response to the Invitation to Tender ("ITT"), known as "Tender"

The Tender enables Swanage Town Council to receive sufficient information from Organisations ("Tenderers") interested in supplying the required Goods, Services or Works and to allow: a) both the assessment of their capacity and suitability, and b) enable the Council to evaluate the Tenders submitted to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Tender has been issued by Swanage Town Council in connection with a competitive procurement in accordance with the Open Procedure under the Public Contract Regulations 2015 ("the Regulations").

Title of Tender Opportunity: **Cleaning and Securing of Public Conveniences at Council Properties in Swanage**

Project Scope:

Swanage Town Council is seeking Tenders from suitably qualified and experienced organisations to deliver the cleaning and securing of public conveniences in Swanage for a period of three years plus an option to extend for a further two years.

Notes for Completion

1. Glossary

- 1.1. **Contracting Bodies** or **Contracting Body** or **End User** means any other contracting bodies described in the Find a Tender notice;
- 1.2. **Contractor** means the person, firm or company appointed by the Council or Contracting Body to supply the Goods, Services or Works under a Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;
- 1.3. **Council** means Swanage Town Council;
- 1.4. **Contract** means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;
- 1.5. **Invitation to Tender** means the Tender process and all its components, inviting tenders for inclusion within a Contract
- 1.6. **Offer** means the offer made by the Tenderer in relation to a Proposed Contract;
- 1.7. **Specification** means the scope of the Goods, Services or Works to be provided pursuant to a Contract;
- 1.8. **Tenderer or Tenderers** means a Contractor submitting a tender to the Council for inclusion on a Contract;

2. To View this Opportunity

- 2.1. Tender documents and supplier guidance will be available to view and download on the Swanage Town Council website <https://www.swanage.gov.uk/tenders.aspx> Tender documents can also be requested by email to c.johnston@swanage.gov.uk

3. Register Intent

- 3.1. Tenderers are able to register intent by email to c.johnston@swanage.gov.uk which will inform the Council of your intention to respond to this opportunity.
- 3.2. If a Tenderer does not wish to or is unable to submit a Tender and not interested in proceeding, then they are required to email c.johnston@swanage.gov.uk to decline the opportunity.

4. Confidentiality

- 4.1. This Tender process, including all documentation, must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to complete a Tender or release its details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Tender response, such as professional advisors or partner organisations for joint applications or consortia partners.
- 4.2. The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Swanage Town Council, or their representatives.

5. Preparation of Tender

- 5.1. If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be given to all Tenderers.
- 5.2. Tenderers must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their bid is successful.
- 5.3. Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender.
- 5.4. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.
- 5.5. Responses to each Tender question should be written concisely and clearly answering the question posed in English.

6. Communication

- 6.1. All contact during this procurement should be submitted by email to c.johnston@swanage.gov.uk
- 6.2. Tenderers should seek to clarify any points of doubt or difficulty via email within 5 working days before the closing date of the Tender (no later than 4pm on 7th January 2022), to enable the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail addresses other than c.johnston@swanage.gov.uk.
- 6.3. Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potentially commercially sensitive information.

7. Price Schedule(s)

- 7.1. The Council requires Tenderers to complete and provide Price Schedule(s) where requested to do so.

8. Other Documents or Supporting Evidence

- 8.1. The Tenderer must provide any other documentation that may be required with this Tender process to support their Tender submission.

9. Submission of Tender

- 9.1. Tenderers are required to submit their Tender by email to c.johnston@swanage.gov.uk **by** 12 noon on 17th January 2022. The email should be clearly marked Swanage Public Conveniences Tender Submission. In addition, one hard copy of the Tender should be provided by the submission date using the address information set out below

TENDER STCPC/2021

Clerk to the Council

Swanage Town Council

Town Hall

High Street

Swanage

BH19 2NZ

- 9.2. Tenderers are advised to allow sufficient time to complete questions and provide documentation where requested to do so.
- 9.3. **It is the Tenderer's responsibility to ensure that the Tender is submitted by the closing date and time.**
- 9.4. **Failure** to answer and complete the Tender by email and hard copy as set out in 10.1 will result in the Council rejecting the Tender as a Fail / Non-compliant bid.
- 9.5. **Failure** to complete and provide any required documentation will result in the Council rejecting the Tender as a Fail / Non-compliant bid.
- 9.6. **Late Tender Submissions:** Tenders received after the closing date will not be considered.
- 9.7. The Council is under no obligation to consider partial submissions.
- 9.8. The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council 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 the Tender. However, the Council is not obliged to make such requests.

10. Award Process

In this section "Regulation" or "Regulations" means The Public Contract Regulations 2015.

- 10.1. The Council anticipates making an award for the Contract within 30 days of the closing date for the submission of tenders. The Council may, if necessary, at its discretion, extend the period for completing the award process.
 - 10.1.1. Tenderers should note that the Council reserves the right to terminate this tender procedure without any decision to award.
- 10.2. The decision to award will be on the basis of the criteria as specified in this Procurement Document and in accordance with the Regulations.
- 10.3. Once the Council has decided on the award of the Contract all Tenderer(s) will receive an award decision notice in writing pursuant to Regulation 55.
- 10.4. The Council will apply a 10-day standstill period in accordance with Regulation 87.
- 10.5. The standstill period applies from the date the Council issues, by email, to all Tenderer(s) the award decision notice which will set out:
 - 10.5.1. the criteria for the award of the contract;
 - 10.5.2. the reasons for the decision including the characteristics and relative advantages of the successful tender and the scores of the addressee's tender and the winning tender;
 - 10.5.3. a precise statement of when the standstill period is expected to end.
- 10.6. The purpose of the standstill period is to enable Tenderers to review and digest the decision, and if required to seek further debrief material. Such requests should be made by email to c.johnston@swanage.gov.uk.
- 10.7. The Council has a duty to comply with the Regulations and the enforcement of an actionable breach of this duty shall be through High Court proceedings in accordance with Regulation 91. Chapter 6 – Regulations 88 to 104 further refers.
 - 10.7.1. If court proceedings are not commenced during the standstill period, the Council will enter into the contract at the end of the standstill period.
 - 10.7.2. If court proceedings are commenced during the standstill period, the contract-making shall automatically be suspended in accordance with Regulation 95.

- 10.7.3. Legal communication in respect of a challenge to an award decision shall be addressed to Clerk to the Council, Swanage Town Council, Town Hall, High Street, Swanage, BH19 2NZ
- 10.8. Upon acceptance of award, the Contract shall be deemed entered into and become binding on the successful Tenderer and the Council. The Tenderer shall, upon request of the Council, execute the formal Contract in the form contained in this Tender document.
- 10.8.1. Tenderers must not undertake work without written notification that they have been awarded the Contract and are required to start work.
- 10.9. Tenderers should also note that, should they be successful, the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or failed to notify the Council of any material changes in relation to the information provided in their Tender submission.

11. Whistleblowing Policy and Procedure

- 11.1. This policy describes the Council's commitment to supporting and protecting whistleblowers. It not only applies to council employees but also applies to supplies.
- 11.2. Details of this policy are available upon request.

12. Anti-collusion Certificate

- 12.1. 12.1 Tenderers are required to complete and return the Anti-collusion Certificate as part of their submission.

Evaluation and Award

1 Evaluation

- 1.1 Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures.
- 1.2 Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.
- 1.3 Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings.

2 Award Criteria and Weightings

- 2.1 Tenderer's completion of the questions will give the award score in terms of Quality.
- 2.2 Tenderer's completion of the Price Schedule will give the award score in terms of Price.

2.3 Table: Award Criteria and Weightings

AWARD CRITERIA & WEIGHTINGS	
Price	60%
Quality	30% 30% weighting split down as the following sub criteria: <ul style="list-style-type: none"> • Service delivery and experience @ 15% • Flexibility and responsiveness @ 10% • Value for money @ 5%
Social Value	10% <ul style="list-style-type: none"> • Local employment creation @ 5% • Environmental sustainability @ 5%
Evaluation Scoring	The questions must be completed by Tenderers and where requested to do so, Tenderers must attach required documentation. Quality Scoring and Social Value Scoring Where responses to questions are to be scored, the following are applied by Evaluators against Tenderer's submitted responses: - <i>5 - Excellent</i>

Comprehensive and detailed response that provides high levels of confidence that the required service and delivery will be achieved. Demonstrates excellent understanding of the specification and contract requirements.

3 - Good

Response addresses key issues and is adequately developed. Provides good levels of confidence that the required service and delivery will be achieved. Demonstrates good understanding of the specification and contract requirements.

1 - Basic

Response addresses a limited range of issues and is basically developed. Provides only limited levels of confidence that the required service and delivery will be achieved. Demonstrates only a basic understanding of the specification and contract requirements.

0 - Unacceptable

No response or response fails to address issues and is poorly developed. Provides little or no confidence that the required service and delivery will be achieved. Demonstrates little or no understanding of the specification and contract requirements.

All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.

Minimum Evaluation Score

Where any evaluation question has a minimum score threshold for award, Tenderers must achieve the relevant minimum score threshold stated in respect of each and every one of the relevant questions. This would be evaluation panel's average score as the result of the evaluation process. **The Council shall reject Tenders that do not meet one or more of the minimum score thresholds.**

Example

*Each of the questions below have a minimum **average** score set of 1 – Basic. If Tenderer is scored 0 – Unacceptable against any one of these questions, then the Council will reject their Tender as they have not the minimum score threshold of 1 – Basic.*

Question No	Question Weighting %	Minimum Score
1	25%	1 - Basic
2	25%	1 - Basic
3	25%	1 - Basic
4	25%	1 - Basic

	<p>Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Sections or questions scored as a Fail will result in the Tender being disqualified.</p> <p>Price Evaluations: The scoring is carried out within an Excel spreadsheet.</p> <p>The equations used to reach the price score are as follows: (for purposes of explanation, the outcome of each calculation is show below as sum A, sum B, etc.</p> <p><u>Stage 1</u> All price bids are compared against lowest bid to reach percentage difference from lowest bid. <i>Equation: $\text{price bid} - \text{lowest bid} / \text{lowest bid} * 100 = \text{Sum A}$</i></p> <p><u>Stage 2</u> Sum A is then shown as % different from 100 <i>Equation: $100 - \text{Sum A} = \text{Sum B}$</i></p> <p><u>Stage 3</u> Sum B is then divided by 100 to show it as a figure <i>Equation: $\text{Sum B} / 100 = \text{Sum C}$</i></p> <p><u>Stage 4</u> Sum C is then multiplied by the maximum score of 60 to reach the final score <i>Equation: $\text{Sum C} * 5$</i></p> <p>The final score is then entered into the Score Card and will be within 2 x decimal places, e.g., 3.50. No minus scores can be entered into the Score Card therefore any minus scores will be entered as 0.</p>
<p>Evaluation Weightings Quality and Social Value</p>	<p>An evaluation has a maximum score of 5. The evaluation is based on the average score to reach the % out of 100. Examples: An average score of 5 would attain 100%; an average score of 1 would attain 20%.</p> <p>When evaluating weightings are applied first to the questions, and then the results of those weightings are applied to those of the sections. If scored 100% for the questions in a section, that result would be multiplied against the section's weight. So, 100% of a section with a weight of 100 would be 100% of the evaluation – however, 100% of a section with a weight of 10 would only account for 10% of the evaluation in relative terms.</p>

3 Financial Evaluation

- 3.1 The extent of the Financial Evaluation will depend on the value and strategic importance of the contract, whether a Public Contract or individual Call-Off Contracts from a Framework Agreement. The objectives of undertaking Tenderer's financial assessment as part of a procurement exercise are to:

- Assess the risk to public sector business and/or public money which would result if a Tenderer bidding for a contract were to go out of business, or have inadequate financial resources to perform the contract; and
 - When justified, eliminate from the procurement any Tenderer whose current financial capacity would pose an unacceptable risk to business and/or public money.
- 3.2 Financial evaluation will be a combination of both financial and non-financial factors and will consider:
- Applicant Acceptability - status of a Tenderer in relation to the requirements of Regulation 57 and 58 of the Public Contracts Regulations 2015.
- 3.3 Economic and Financial Standing
- 3.4 A Tender will be deemed to be a higher risk if the Tenderer appears to be an unrealistic candidate where the contract value represents a disproportionate volume of the Tenderer's business taking into account the nature, timescales, value and risk of the contract.
- 3.5 The review of the financial health of a Tenderer may include, but not be limited to, the following checks:
- General review of Financial Statements.
 - Review of ratios as appropriate, such as the areas of Financial Structure (such as liquidity and gearing), Operating Performance (such as efficiency, profitability, and working capital), and Investment.
 - A credit rating check.
 - Review for unusual accounting policies
 - Review for major business restructuring.
 - Review of Audit Opinion.
- 3.6 It is emphasised that financial standing is only a part of the overall selection criteria.

4 Procurement Timetable

- 4.1 The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Table: Procurement Timetable

Date or Target Date	Activity
30 November 2021	Tender posted on Find a Tender
4pm - 7 January 2022	Deadline for receipt of questions in relation to the Tender
12 noon – 17 January 2022	Closing date for submission of Tenders
1-3 February 2022	Interview and Presentation
7 February 2022	Award decision notice issued
18 February 2022	Award of Contract
4 April 2022	Contract commencement

Interviews / Presentations

1 Invite

- 1.1 Tenderers shall be invited to attend an interview to respond to evaluation panel questions and provide a presentation following the evaluation outcome of the below. The purpose of this will be to moderate the scores awarded for the quality and social value questions.

Quality

- Service delivery and experience @ 15%
- Flexibility and responsiveness @10%
- Value for money @ 5%

Social Value

- Local employment creation @ 5%
- Environmental sustainability @ 5%

- 1.2 Tenderers will be advised whether they have the ability to secure the contract by moderation of their quality and social value scores by a maximum of 10%. If it is a case a Tenderer does not have this ability, the Tenderer may wish to decline to proceed rather than commit further resources to the tender process, which would be the preference of the Council.
- 1.3 It is appropriate that the persons attending include the key personnel of your organisation that would be involved in the contract in terms not only the management but also implementation, should your organisation be successful.

2 Structure of Interview / Presentation

- 2.1 This will comprise a 10 minute presentation providing an overview of your responses to both the quality and social value questions and to answer any points of clarification or questions which may arise.

3 Interview / Presentation Date

- 3.1 It is anticipated that interviews/presentations will take place 1st – 3rd February 2022

Documentation

Within this Tender process Tenderers will be provided with the following documentation by emailing c.johnston@swanage.gov.uk. Where indicated by ✓ these are required to be completed and sent within the Tender response pack by email to c.johnston@swanage.gov.uk and by hard copy as set out in section 9.1 of this document.

LOCATION OF DOCUMENT	DOCUMENT TITLE	COMPLETE AND PROVIDE
Advert / On request	Procurement Document – Open Tender Procedure	✗
On request	Schedule 1 – Specification	✗
On request	Schedule 2 – Form of Tender	✓
On request	Quality and Social Value Evaluation Questions	✓
On request	Standard Selection Questionnaire	✓
On request	Schedule of Public Conveniences	✗
On request	Anti-Collusion Certificate	✓
On request	TUPE Information	✗

Disclaimer

This information in this document does not purport to be comprehensive. It has not been independently verified. It is not intended to provide the basis of any investment decision and should not be considered as recommendation by Swanage Town Council as an invitation to negotiate.

The Council does not accept any qualifications or additions to invitations to tender except those raised and responded to in the clarification stage or where a response to a question is requested. The Council will not accept any amendments or alterations to the terms and conditions raised during or after the tender submission. Any errors in this procurement document shall not invalidate the Tender procedure or release any Tenderer from any obligation under a Contract. Errors or omissions corrected by the Council that affect the contract shall be made by agreement.

The Council reserves the right to change the Tender procedure without prior notice and to terminate discussions and the delivery of information at any time before the signing of any contract.