

**Central Swindon North Parish Council**

**Grounds Maintenance and Street Cleansing Services**

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**VOLUME ONE  
INVITATION TO TENDER**

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## PART ONE: INTRODUCTION AND BACKGROUND

### 1 INTRODUCTION

- 1.1 Central Swindon North Parish Council (the “Council”) is inviting tenders from suitably experienced and qualified contractors for the provision of Grounds Maintenance and Street Cleansing services in accordance with the Specification at Volume Two (the “Services”). The award of the Contract will be based upon the most economically advantageous tender evaluated in accordance with the methodology set out in this Invitation to Tender.
- 1.2 The Contract will be for a period of 5 years commencing on 1<sup>st</sup> April 2020 (subject to mobilisation) but subject to an extension or extensions of up to an aggregate of 2 further years at the absolute discretion of the Council.
- 1.3 The Council does not consider that subdivision into lots would be appropriate, as this could risk rendering the execution of the contract excessively technically difficult or expensive, and the need to coordinate different contractors for the lots could seriously risk undermining the proper execution of the contract.

### 2 SCOPE OF THE SERVICES

- 2.1 The full scope of the Services is described in the Specification (Volume 2) but will broadly comprise the management of the Grounds Maintenance and Street Cleansing Services within the Central Swindon North Parish Administrative Area. This shall include arrangements for planning, scheduling and co-ordination of the Services (including works), staffing and employment management, health and safety management, environmental management, quality management, mobilisation/hand-back management, contingency management, customer care management, communications management and data collection/management.
- 2.2 The key objectives of the Service are set out in the Specification. In summary the Contractor shall enhance and maintain the assets and features in a clean and attractive condition by
- 2.2.1 Adopting best operational practice;
  - 2.2.2 Delivering services that concentrate on quality and continual improvement;
  - 2.2.3 Engaging with all stakeholders to promote and improve the services delivered;
  - 2.2.4 Providing dedicated staff, vehicles and equipment;
  - 2.2.5 Utilise appropriate machinery to suit location and ground conditions; and
  - 2.2.6 Implementing a system of communication with all stakeholders, in order to allow access to operational schedules for all routine activities and quality / monitoring control.
- 2.3 The Services under the Contract are divided into two types of services:
- 2.3.1 Core Services; and
  - 2.3.2 Additional Services.
- 2.4 **The Core Services** comprise routine maintenance of public areas within the Council’s administrative area, including highways, streets, footways, parks, open spaces, and general amenity areas including without limitation:
- 2.4.1 Street Cleansing Services which includes:
    - Cleansing of soft and hard landscape features;

- Cleansing of highways, roads and car parks, cleansing of all public footpaths
- Emergency cleansing of roads and relevant land following spillages or an accident, including removal of debris, bodily fluids, animal and bird carcasses and the provision and the spreading of sand and/or chemical alternative;
- Emptying of litter and dog waste bins, including the supply and replacement of disposable liners;
- Removal of fly tips (including hazardous waste and / or including asbestos);
- Removal of graffiti;
- Removal of fly posting;
- Chewing gum and staining removal;
- Pavement cleaning;
- Street sign cleansing;
- Additional cleansing requirements following special events;
- Provision of staff resources in the event of an emergency / incident requiring support by the Council;
- Volunteer support;

2.4.2 Grounds Maintenance Services which include maintenance of:

- Grassed Areas;
- Shrub Beds and Herbaceous Beds;
- Annual Flower Beds;
- Hedges;
- Sports Facilities, including Football Pitches, Cricket Pitches, etc;
- Items of Street/Park Furniture;
- Playgrounds;
- Hard Surfaces;
- Trees
- Litter Collection, Litter Bin Emptying and other related Cleansing Duties;

The level of Core Services required to be undertaken will depend on the Service requirements as set out in the Specification. This will also include seasonal fluctuations. Therefore, whilst quantities are set out in the pricing tables against these Core Services Bidders should assume fluctuations around these figures of up to 5% above or below the levels set.

2.5 **Additional Services** include ad hoc, non-routine services to be instructed by the Council as and when required. The level, quantity, type or frequency of any Additional Services are not guaranteed nor warranted. A non-exhaustive list of Additional Services are set out in the Pricing Tables. The Contract in respect of the Additional Services is not exclusive and the Council may seek the provision of services similar to the Additional Services from other contractors or provide such services themselves.

2.6 **Payments**

The Contractor will be paid for:

- 2.6.1 the Core Services through an Annual Sum which will be paid monthly in arrears in 12 equal instalments. The Annual Sum shall be fixed for the Contract Period;
- 2.6.2 the Additional Services using Unit Rates applicable to the Additional Services as set out in the pricing tables. The Contractor will become payable at the end of the month in which the Additional Services are completed.

2.7 **Performance mechanism and monitoring**

2.7.1 The Contractor will be required to prepare and submit reports on its performance of the services. The reports shall be generated through the Contractors Helpdesk/ IT System.

2.7.2 The Contractor will be required to work within a performance mechanism framework which is included in the Contract. This framework sets out Key Performance Indicators and targets for the provision of the Services.

## 2.8 Mobilisation

2.8.1 The successful Tenderer must undertake all preparatory work and must commence full operations under the Contract on the Commencement Date.

## 2.9 Depot and Site Visits

2.9.1 Tenderers will be required to provide a vehicle and service depot(s) within or close to the Administrative area of the Council. This is required to ensure that the Services can be provided within the required timescales.

2.9.2 In the event that a successful Tenderer requires another vehicle and service depot, the Council may be able to offer additional depots if required. Such additional depots will be available for the term of the Contract at market rent.

2.9.3 Any successful Tenderer wishing to make use of the Depot or any additional depots will enter into a lease with the Council for the depot and shall be responsible for the depot in accordance with the provisions set out in the draft Contract and lease/heads of terms for the lease.

2.9.4 Tenderers should set out in their Tender details of the Depot and any satellite depots they intend to use.

2.9.4.1 details of the cost of the provision of their proposed facility,

2.9.4.2 location,

2.9.4.3 proximity to the administrative areas,

2.9.4.4 travel proposals to and from the administrative area if outside of the borough; and

2.9.4.5 details of the services to be provided from each proposed facility.

## 3 STAFFING AND TUPE

3.1 The Services are currently performed externally through Swindon Council and may be subjected to TUPE

3.2 The Successful Tenderer shall comply with all relevant TUPE guidance and any other applicable guidance. Tenderers are expected to take this and any other relevant Legislation and guidance into account and submit their Tenders on that basis. The Successful Tenderer will also be expected to comply with the consultation requirements in TUPE. Any meeting with third party employees during this ITT Period must be arranged through the Council. Tenderers shall not approach such employees or their representatives directly.

3.3 The Successful Tenderer shall be deemed to have satisfied themselves as to the applicability of TUPE and shall indemnify the Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not themselves bring proceedings against the Council in connection with TUPE.

3.4 TUPE also places an obligation on the Council to consult recognised Trade Unions and any other employee representatives on any measures a new employer intends to take in connection with the Transferring Employees. The Council expects the Successful Tenderer to

participate in the consultation process and to comply with its obligations under regulation 13(4) of TUPE.

- 3.5 Tenderers are advised that their Tenders should take into account all costs relating to TUPE.
- 3.6 Tenderers may apply to the Council for relevant information in respect of the incumbent contractor's staff who may be affected by TUPE ("the Workforce Information"). Tenderers shall treat the Workforce Information as strictly confidential. The Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains Tenderers' responsibility to ensure that their Tenders take full account of all the relevant circumstances.
- 3.7 Tenderers should also note that the Successful Tenderer(s) will, at the end of the Contract with the Council, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-contractors and any such information as the Council reasonably requires) so that this information can be passed to Tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Contract for further details.

#### **4 CONTRACTORS HELPDESK/ IT SYSTEM**

- 4.1 The Contractor is to implement a helpdesk IT System for work instruction/service enquiry and reporting.
- 4.2 This serves as the key communication and performance management functionality for residents, Council officers and the future Grounds and Cleansing Maintenance and Highways Maintenance Contractors to report and manage service requests, enquiries and responses in accordance with the Specification.
- 4.3 The Contractor shall manage and maintain the IT system for the Council and shall provide the Council with access to the system when required. The Contractor shall at their own expense purchase the adequate number of software licenses to routinely update the information within the IT system in real time.
- 4.4 The future Contractor shall undertake self-monitoring using handheld PDA mobile devices.
- 4.5 The Contractor will be required to work with the Council to ensure the smooth implementation and integration of the IT system for the provision of the Services

#### **5 DRAFT CONTRACT**

- 5.1 Every Tender received by the Council shall be deemed to have been made subject to the terms and conditions of the Grounds Maintenance and Street Cleansing Contract (see Volume 3 including all its schedules") unless the Council has expressly agreed in writing to the contrary and the document (or a legible copy thereof) expressing that agreement is appended to and therefore forms part of the Contract. Any alternative terms or conditions offered on behalf of a Tenderer shall be deemed to have been rejected by the Council unless expressly accepted by it in writing.
- 5.2 Tenderers should note that the Contractor shall be contractually bound to deliver the Services in accordance with the terms set out in the Contract. The Contract has been compiled using industry-standard drafting and precedent documents which have recently been used and accepted by suppliers in similar procurement exercises.
- 5.3 Following the evaluation of Tenders and in the period prior to contract finalisation, the Council's acceptance of a Tender shall form a binding contract with the successful Tenderer, who shall then be required to execute a formal agreement on the terms and conditions of the Contract. Until the execution of the Contract, a successful Tender (including any agreed amendments in writing), together with the Council's written acceptance thereof, shall form

a binding agreement between the Council and the successful Tenderer on the terms set out in the Contract.

## PART TWO: THE TENDERING PROCESS

### 6 THE RESTRICTED PROCEDURE

- 6.1 The competition process will be OPEN procedure laid down within the Public Contracts Regulations 2015 (or any amendment or re-enactment thereof). The Council is conducting this procurement pursuant to the Open Procedure because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract. This ITT sets out how the Authority will conduct the procurement.

### 7 TENDER DOCUMENTS

- 7.1 The tender documents are comprised of the following four volumes and together are referred to as the “Tender Documents”:

7.1.1 Volume One: Invitation to Tender

7.1.2 Volume Two: Specification

7.1.3 Volume Three: Draft Contract

7.1.4 Volume Four: Response Document

- 7.2 Unless otherwise indicated, all words and expressions used in this Invitation to Tender with an initial capital letter shall have the meanings set out in the Conditions of Contract at Volume Three except to the extent that any terms are defined in Appendix 1 (Glossary of Terms) to this Invitation to Tender.

- 7.3 This Volume One sets out the Council’s requirements for the Services and how the tendering process will be conducted to enable the Council to award the Contract. This Invitation to Tender also sets out the details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.

### 8 TIMETABLE

- 8.1 To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the Council has set the timetable. The Council reserves the right to amend the timetable at any time.

<b>Issue of ITT</b>	<b>10<sup>th</sup> January 2020</b>
Closing date for submission of Tenderers’ questions	3 <sup>rd</sup> February 2020
Date the Council anticipates responding to all queries	6 <sup>th</sup> February 2020
Closing time for the return of tenders	25 <sup>th</sup> February 2020
Clarification, Evaluation and approval process	9 <sup>th</sup> March 2020
Notification of proposed award of Contract	27 <sup>th</sup> March 2020
Standstill period	10-day standstill period from the date of the announcement of the decision to award

Issue of ITT	10 <sup>th</sup> January 2020
Finalise Contract formalities and Contract Sealing	30 <sup>th</sup> March 2020
Commencement of Contract	1 April 2020 (Subject to Mobilisation)

## 9 FURTHER INFORMATION AND ENQUIRIES

9.1 **Tenderers are encouraged to make the best use possible of the clarification process, which provides an opportunity for written questions. Since there will be no dialogue or negotiation, Tenderers must ensure that they have understood the Council's requirements as comments such as "for discussion" or "to be worked up in discussion with the Council" are likely to fare worse on evaluation and may render the Tender unacceptable.**

9.2 All requests for clarification must be submitted No contact shall be made with any officer or employee of the Council without the Council's prior written consent and any contact made shall be followed up by the Tenderer on the Portal.

9.3 In the event Tenderers have technical problems with the Contracts Finders' eSourcing System, the contact details are:

- Email: [ContractsFinder@crownccommercial.gov.uk](mailto:ContractsFinder@crownccommercial.gov.uk)

9.4 Written replies will be provided to all such enquiries received prior to the deadline and any additional points of clarification or information contained therein will be circulated to all prospective Tenderers through the Portal. Should a Tenderer wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked "In confidence – not to be circulated to other Tenderers" and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. The Council will consider any such request for non-disclosure on its merits, and in particular whether any regulations or considerations of probity require it to be denied. Where the Council decides that the question or request, and its response, cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the question or request, or otherwise to re-present it in a different format.

## 10 POST SUBMISSION OF TENDERS

10.1 Following the submissions by Tenderers of their Tenders, the Evaluation Team will evaluate them in accordance with the Evaluation Criteria and the scoring methodology set out in **Appendix 2**.

10.2 Tenderers will be notified of the contract award decision by email and a standstill period of 10 calendar days will be provided for before any agreement is entered into and the OJEU Contract Award Notice is issued.

10.3 The award of the Contract is subject to the formal approval processes of the Council. Until all necessary approvals are obtained and the standstill period completed, no agreement will be entered into.

10.4 The Council reserves the right at any time to determine whether or not to continue with this Procurement and whether or not to enter into any agreement with a Tenderer.

10.5 The Council reserves the right to introduce further stages into the process as it sees fit but always in accordance with procurement law.



## PART THREE: CONTENT OF TENDERS

### 11 TENDER REQUIREMENTS

11.1 A Tender must be made in accordance with this Invitation to Tender. Tenders shall be made on the Form of Tender incorporated herein. Tenders shall be signed by the Tenderer and submitted in the manner and by the date and time stated within the ITT Documents. The Tender shall include:

11.1.1 **Executive Summary**, comprising without limitation:

- 11.1.1.1 the name of the Tenderer and the names of any consortium members or Significant Sub-Contractors, together with the service which they are to provide listed alongside them;
- 11.1.1.2 contact names, numbers and descriptions of roles of all relevant persons within the tender team;
- 11.1.1.3 details of a proposed contracting structure for this Contract (the use of a special purpose vehicle or other structure) including a diagram illustrating the relationships of the contracting parties;
- 11.1.1.4 the role of each member in the Tenderer's consortium for the Contract and their envisaged shareholdings (if applicable);
- 11.1.1.5 details of the Significant Sub-contractors within the commercial structure (if applicable);
- 11.1.1.6 other sub-contracting parties;

11.1.2 Section A: Bid Forms:

- 11.1.2.1 Tender Form 1: Form of Tender which shall remain valid and open for acceptance by the Council for a period of nine months.
- 11.1.2.2 Tender Form 2: Anti-Collusion and Canvassing Certificate
- 11.1.2.3 Tender Form 3: Parent Company Guarantee and Undertaking
- 11.1.2.4 Tender Form 4: Confidentiality Table
- 11.1.2.5 Tender Form 5: Summary of any material changes to submission
- 11.1.2.6 Tender Form 6: Collateral Warranty (If relevant)
- 11.1.2.7 Tender Form 7: Conflict of Interest

11.1.3 Section B: Quality Response

11.1.4 Section C: Financial Response

11.2 Submission Requirements:

- 11.2.1 Tenders must be typed, be in English and be submitted in Microsoft Word (aerial font size 11) and Excel format, as applicable.
- 11.2.2 Each page should be numbered consecutively and the name of the Tenderer clearly indicated at the top of each page. Tenderers are asked to ensure that any cross referencing within the documents fully identifies the referenced section by heading.
- 11.2.3 Tenders should contain all of the information required on the eSourcing system. Where a word limit is set Tenderers shall ensure that their response is within the maximum word count indicated. The Council will disregard any part of a response to a question which exceeds a specified word limit.
- 11.2.4 Tenderers are required to include a full index setting out the contents of the entire Tender and what is contained in each volume.

- 11.2.5 Any maps/drawing/plans/schematics included as part of the Tenderer's Tender shall be printed on paper no larger than A3 with any included text being clearly legible at this scale and shall be numbered, referenced and a drawing list included in the index. The electronic copy should also contain copies of all map/drawings/ plans/schematics presented in pdf format.
- 11.2.6 Where there have been any changes in the information supplied by the Tenderer to the Council (or at any subsequent time), such changes must be disclosed in full.
- 11.2.7 Responses should be self-contained and not cross-referenced back to any other responses.
- 11.2.8 Generic and promotional material should not be included.
- 11.2.9 When uploading documents Tenderers should ensure that the titles of all documents are the same as the original document **with the name of the company inserted at the beginning**. This will facilitate the downloading and distribution of responses to the evaluation panel.
- 11.2.10 Tenderers uploading additional information requested should ensure that the titles of all documents are preceded with the name of the Tenderer's company.
- 11.2.11 Please Note: When uploading a document, you should NOT upload from a shared drive or have ANY symbols in the file name (e.g. &, -, #). If you do either of the above, the document may not upload successfully and you will get an error message stating the document has an illegal filename. The file should also remain a standard word document rather than being converted to a Word 2010 template.

### 11.3 **Signatory requirements**

All documents requiring a signature must be signed:

- 11.3.1 where the Tenderer is an individual, by that individual and witnessed by an independent third party;
- 11.3.2 where the Tenderer is a partnership, by two duly authorised partners whose signatures shall be witnessed by an independent third party; and
- 11.3.3 where the Tenderer is a company, by two directors or by a director and the company secretary of the Company, such persons being duly authorised for that purpose

and Tenderers acknowledge that the Council may for all purposes rely on the due authority and authenticity of the persons signing and of the signatories to all documents.

## 12 **SUBMISSION OF TENDERS**

12.1 Tenders must be received by the Council no later than **midday on 25<sup>th</sup> February 2020**. Tenders received after this date and time or otherwise not in accordance with the submission instructions may be rejected.

12.2 Tenderers are required to submit their Tender in electronic format

12.3 Tenderers should ensure that their Tender is complete when submitted and that all accompanying documentation is provided. Incomplete Tenders may be rejected.

### 12.4 **Electronic copy**

12.4.1 All parts of the Tender must be uploaded onto the Contracts Finder, eSourcing system. Tenderers should ensure adequate time is allowed prior to this closing date and time to ensure that any technical issues do not prevent the submission. If uploading multiple documents, Tenderers will need to individually load one

document at a time or can opt to zip all the documents in an application like WinZip. It is entirely the responsibility of the Tenderer to ensure that it submits its Tender by the deadline.

- 12.4.2 All files uploaded to the online tendering system must include within their file name the name of the Tenderer and must **NOT BE in PDF format**.
- 12.5 No amendments to the Tender will be permitted after submission unless at the request of the Council. In the event that additional information needs to be provided or responses require clarification or modification then all Tenderers will receive clarification or an addendum to the ITT through the online tender system.
- 12.6 Tenderers may modify and replace any previously uploaded tender prior to the deadline by giving notice to the Council via e-Sourcing solution e-mail. Tenderers should insert the words "Final Version" at the beginning of the title of the modified tender prior to uploading via the system. No tender may be modified subsequent to the deadline for receipt
- 12.7 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 12.8 Where the circumstances so warrant (for example in the event of a systems failure) the Council may postpone for a reasonable period of time the closing time and date for receipt of tenders. In this event all persons from whom tenders have been invited will be notified by the same method and no tenders will be opened until the revised date.

### **13 PART B: QUALITY RESPONSE**

- 13.1 The technical section of the Tender must comprise the Tenderer's Service Delivery Plans for delivering the Services.
- 13.2 Tenderers are required to submit a series of Service Delivery Plans setting out details of the technical aspects of their Tender. Tenderers must provide all the Service Delivery Plans set out in the Response Document to illustrate the Tenderer's understanding of the Specification, the flexible nature of the Services and the Council's requirements generally. The Service Delivery Plans give the Tenderer the opportunity to set out in practical terms how the Tenderer intends to deliver the Services over the Contract Period in accordance with the Specification.
- 13.3 The Successful Tenderer's Service Delivery Plans will be incorporated into the Contract at Schedule 3 of the Contract and become contractually binding on both parties. The Service Delivery Plans should therefore be written in a manner that allows them to be incorporated into the Contract.
- 13.4 The Council has provided guidance in the Response Document on the type of information that each Service Delivery Plan is intended to cover but for the avoidance of doubt this is intended to be for guidance only and Tenderers must ensure that the content of their Service Delivery Plans adequately address the specified requirements within the Specification.

### **14 PART C: FINANCIAL RESPONSE**

- 14.1 Tenderers must complete the pricing tables in the Bid Forms.
- 14.2 Details on completing the pricing tables are set out in the excel spreadsheets.
- 14.3 Tenderers must provide a price for every item of Core Service and Additional Services.
- 14.4 The level of Core Services required to be undertaken will depend on the Service requirements as set out in the Specification. This will also include seasonal fluctuations. Therefore, whilst quantities are set out in the pricing tables against these Core Services

Bidders should assume fluctuations around these figures of up to 5% above or below the levels set.

**15 PERFORMANCE GUARANTEE UNDERTAKING AND BOND**

15.1 Where Tenderers have relied on another entity for the purpose of their submission, or if (upon the award of the Contract) the Council exercises its right to require a guarantee and/or bond as set out in the Contract Notice, the Council will require the other entity to provide a guarantee and/or bond in relation to the Contract. See the form set out in the Response Document.

15.2 If Tenders are submitted by consortia, the Council is likely to require the special purpose vehicle formed by the consortia to provide a guarantee from one (or more) of the parent companies.

15.3 If there is any change in the identity of the body named or their continued willingness to provide a guarantee and/or bond, the Tenderer is required to notify the Council immediately upon such change of circumstance. The Council reserves the right to disqualify the Tenderer from this procurement following such a change in circumstances as so notified or if no such guarantee/bond is made available upon request.

**16 COLLATERAL WARRANTIES**

16.1 Where the Tenderer proposes to form a special purpose company or otherwise proposes to deliver the Services using a Significant Sub-contractor, Collateral Warranties shall be offered in the form set out in the Response Document.

## **PART FOUR EVALUATION**

### **17 AWARD CRITERIA**

- 17.1 Tenders will be checked for compliance with these Instructions, and for completeness. Whilst the Council shall be entitled to seek clarification from Tenderers in order to determine if a Tender is complete and compliant, Tenderers should note that the Council reserves the right to reject Tenders that are not substantially complete and/or compliant with the Instructions requirements.
- 17.2 Tenderers/Tenders who pass the initial compliance stage will then be evaluated against the criteria set out in the evaluation methodology set out in Appendix 2.
- 17.3 The award of the Contract will be based on the most economically advantageous tender to the Council, taking into account the evaluation criteria set out in Appendix 2

## **PART FIVE TENDER CONDITIONS**

### **18 RIGHT TO CANCEL OR VARY THE PROCESS**

- 18.1 The Council reserves the right:
- 18.1.1 to cancel or withdraw from the tender process at any stage;
  - 18.1.2 not to award the Contract;
  - 18.1.3 to award the Contract in whole or in part;
  - 18.1.4 to require a Tenderer to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful);
  - 18.1.5 to amend the terms and conditions of the tender process;
  - 18.1.6 to reject any Tender, at any time, subject to relevant legislation; and
  - 18.1.7 shall accept no liability for carrying out any of the actions listed above

### **19 CONSISTENCY OF INFORMATION**

- 19.1 The Council is relying on the information provided by Tenderers during the Selection process. If at any time prior to submission of the tender or prior to the award of the Contract there are any material changes to the same, the Tenderer must advise the Council as soon as possible. The Council reserves the right to return to any matters raised in the Selection questionnaire as part of the procurement process where circumstances have changed in some material respect.

### **20 CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

- 20.1 It is the responsibility of each Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender. Tenderers shall acknowledge that upon submission of their Tender they have satisfied themselves that they fully understand the requirements of the Specification and Tender Documents, the local conditions, and the full extent of the obligations under the Contract.
- 20.2 Information supplied to Tenderers by the Council (whether in the Tender Documents or otherwise) has been supplied in good faith but does not purport to be comprehensive or to have been independently verified and should be treated as general guidance in the preparation of Tenders. Tenderers shall take all reasonable steps necessary to satisfy themselves by their own investigations, research and enquiries at their own expense of the accuracy of such information and shall be deemed to have done so. Notwithstanding the foregoing, neither the Council nor any of its employees, advisors or agents makes any representations or warranties as to the accuracy, adequacy, completeness or reasonableness of any information supplied by the Council and any information provided by a third party and no claim against the Council will be allowed, whether in contract or tort, under the Misrepresentation Act 1967, or otherwise on the grounds of any inaccuracy with respect to such information supplied to Tenderers.
- 20.3 The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated in its Tender which shall (except insofar as otherwise provided in the Contract) cover all the Tenderer's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks contingencies and any other circumstances which might reasonably influence or affect the Tenderer's Tender. For the avoidance of doubt, the Tenderer shall have no claim whatsoever against the Council in respect of such costs in respect of the Contract by reason of the scope

of the Services or Contract being different from that envisaged by the successful Tenderer or otherwise.

20.4 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer. The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract(s) and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer in respect of the project by reason of the scope of the project or services pursuant to the project being different from that envisaged by the successful Tenderer or otherwise.

20.5 The Council reserves the right not to answer clarification questions that are submitted via the Portal after the deadline.

## **21 CONTRACT FORMALITIES**

21.1 In submitting their Tenders, Tenderers thereby undertake that in the event of their Tender being accepted by the Council, they (the Contractor) will within 14 days of being called upon so to do by the Council execute a formal Contract as a deed consisting of the Contract Documents and all other agreements that the Council considers necessary to put the Contract into effect and, until such date as the Contract is executed, the successful Tender together with the Council's written acceptance thereof will form a binding agreement between the Council and the Tenderer on the terms of the Contract Documents.

21.2 The Council reserves the right to make minor changes of a drafting nature to the Contract Documents and all such reasonable changes will be accepted by the Tenderer.

## **22 REJECTION OF FORM OF TENDER**

22.1 Any Form of Tender submitted by any Tenderer, where the Tenderer:

22.1.1 fixes or adjusts the prices and rates shown within or underlying its Form of Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Form of Tender or communicates to any person other than the Council the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or

22.1.2 enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Form of Tender; or

22.1.3 offers or agrees to pay or gives or does pay 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 Tenderer or any other person's proposed Form of Tender any act, omission, or thing of the sort described in paragraphs 22.1.1 or 22.1.2 above; or

22.1.4 in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under subsection (2) of Section 117 of the Local Government Act 1972; or

22.1.5 has directly or indirectly canvassed any employee, member or official of the Council concerning the acceptance of any Form of Tender or who has directly or indirectly

obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer;

shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

- 22.2 A tender may be rejected if the Tenderer makes material changes to, or (in the Council's opinion) a material change takes place in respect of, any aspect of their Selection submission unless substantial justification can be provided to the satisfaction of the Council.

### **23 NON-CONSIDERATION OF FORM OF TENDER**

- 23.1 The Council may at its absolute discretion refrain from considering any Form of Tender if:
- 23.1.1 it is not in accordance with the Invitation to Tender and all other provisions of the Tender; or
  - 23.1.2 the Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the Council in writing prior to submission of the tender; or
  - 23.1.3 the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Council in writing; or
  - 23.1.4 it is incomplete or incorrectly completed.
- 23.2 Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall, if inconsistent with the terms and Conditions of the Tender Documents, be deemed to have been rejected by the Council unless expressly accepted in writing. Any variation required by the Council of these Tender Documents will be notified to all Tenderers.
- 23.3 As stated in paragraph 23.1 above, the Council is not bound to accept any of the Tenders and may withdraw from the process at any stage. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer and for the avoidance of doubt the Council shall not be liable to any Tenderer for such costs incurred in the preparation and submission of their Tenders in the event that the Council rejects any Tender or withdraws from or discontinues this process for any reason.
- 23.4 Subject to paragraph 23.2, the Council will evaluate all tenders complying with the Tender Documents in accordance with the criteria set out in Appendix 2 of this Invitation to Tender.

### **24 TENDERER'S WARRANTIES**

- 24.1 In submitting a Form of Tender the Tenderer warrants and represents and undertakes with the Council that:
- 24.1.1 it has not done any of the acts or matters referred to in paragraph 23 of this Invitation to Tender and has complied in all respects with this Invitation to Tender;
  - 24.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of the Form of Tender and this Tender generally are true, complete and accurate in all respects;

- 24.1.3 it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender, the Specifications and Schedules and the Conditions and that it has not submitted the Form of Tender, and will not have entered into the Contract, in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- 24.1.4 it has full power and authority to enter into the Contract and to carry out the Services and will if requested produce evidence of such to the Council;
- 24.1.5 it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted) which may adversely affect such financial standing in the future;
- 24.1.6 by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and
- 24.1.7 it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

## **25 COPYRIGHT AND CONFIDENTIALITY**

- 25.1 All information supplied by the Council in connection with this Invitation to Tender including all the background information contained in the ITT shall be regarded as confidential by the Tenderer and shall not be disclosed to any other persons except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.
- 25.2 The Tender Documents are and shall remain the property of the Council and must be returned upon demand. Copyright in and ownership of the Tender Documents including the Conditions, the Specification and the Schedules and in all documents (including any drawings and plans) forming part or mentioned or referred to in the Tender Documents shall remain in the Council.
- 25.3 Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of the Council.

## **26 FREEDOM OF INFORMATION**

- 26.1 The Council is a public authority within the meaning of the Freedom of Information Act 2000 ("2000 Act"). Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the 2000 Act. Tenderers should state if and why any of the information supplied by them in response to this Invitation to Tender is confidential or commercially sensitive or exempt from disclosure under the 2000 Act. Notwithstanding the foregoing, unless an exemption under the 2000 Act or a duty of confidence applies, information shall be disclosed in accordance with the 2000 Act in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.

**27 ANNOUNCEMENTS**

- 27.1 The Council reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with EU or other procurement rules with which the Council must comply.

**APPENDIX 1  
GLOSSARY OF TERMS**

<b>Term or Abbreviation</b>	<b>Definition</b>
Contractor	The party which ultimately enters into the Contract with the Council
ITT	The invitation to tender as issued to the short-listed Tenderers
Specification	The Specification is included in Volume Two and sets out the Council's required outcomes and standards for the Services to be provided
Tender	The offer submitted by a Tenderer in response to this ITT
Tender Documents	This ITT together with the Specification, Draft Contract, Response Document and all supporting documentation
Tenderer	Each of the organisations to whom this ITT is issued

## **Appendix 2 Evaluation Model**

### **1. INTRODUCTION**

1.1 The Council is committed to a clear, transparent and fair procurement process entirely in keeping with the Public Contracts Regulations 2015 and the EU Directives from which they derive. Accordingly, the evaluation criteria and evaluation methodology are set out in detail in this Evaluation Model.

1.2 In accordance with Regulation 67 of the Public Contracts Regulations 2015, the intention is that the Council will award the Contract, subject to cabinet approval, to the Tenderer whose tender is the most economically advantageous Tenderer. The Evaluation Model used to determine that most economically advantageous solution is published here in full so that Tenderers have complete transparency.

1.3 Before a Tender can be evaluated it must meet the Compliance Checks set out at paragraph 2 below.

#### **1.4 Evaluation Team and Decision Makers**

1.4.1 The Council's evaluation team comprises Council officers and the Council's external advisors.

1.4.2 The evaluation team will follow the evaluation methodology set out in this Evaluation Model. Having evaluated the relevant sections of a Tender to arrive at a weighted score for the particular evaluation criteria being assessed, the weighted scores will be combined to arrive at a single score for each Tender.

1.4.3 Tenderers may be invited to make presentations to the Council and/or the Council may make site visits. This is to inform the Council and to assist its understanding and appreciation of Tenders. Tenderers' performance at any presentations and/or observations at site visits will not form part of the Council's evaluation and will not be scored.

### **2. COMPLIANCE CHECKS**

2.1 Tenders will first be subject to an initial assessment to determine completeness and compliance with the Compliance Checks set out at **Table 1 (Compliance Checks)** below.

2.2 Where a Tender is not substantially complete and/or is inconsistent or where vague or ambiguous information is presented, such information will be analysed and, where considered necessary in the Council's absolute discretion, specific clarification sought from the Tenderer.

2.3 The Council reserves the right to reject any Tender that has omissions, inconsistencies, vagaries or ambiguities which are substantial and material and have not been suitably clarified at the Council's request.

2.4 As part of the initial assessment, Tenderers must confirm that their circumstances, including economic and financial standing and technical capacity and ability

**Table 1: Compliance Checks**

<b>Submission Requirements</b>	<b>Compliance Criteria Explanation</b>	<b>Evaluation</b>
1. Compliant and bona fide Tender	Tender will be checked to ensure that there is no material breach of the ITT submission requirements which have been notified to all Tenderers in the ITT, no collusion or corruption and no anti-competitive behaviour.	Pass/fail
2. Completeness of information	Tenderer must include all information requested in the ITT and provide fully developed proposals in accordance with the ITT Requirements to enable the Tender to be evaluated in accordance with this Evaluation Model.	Pass/fail

### 3. EVALUATION CRITERIA

3.1 The Tenders will be assessed against the following Tier 1 Criteria:

**Table 2: Tier 1 Criteria**

<b>Criteria Description</b>	<b>Weighting</b>
(A) Economic (cost)	40%
(B) Quality of Service	60%
<b>Total</b>	<b>100%</b>

3.2 Each of these Tier 1 Criteria will be further broken down into Tier 2 and Tier 3 (for Quality only) Sub-Criteria as set out in paragraphs 5 and 6 below.

### 4. EVALUATION CRITERIA – A: ECONOMIC (COST)

4.1 This Tier 1 criterion assess the overall costs, affordability and value for money aspects of the Tender. Details of the financial submissions required are set out in the Pricing Tables in Volume 4 (Response Document).

4.2 Any Tenderer who passes the Mandatory Requirements will have its financial proposals evaluated in accordance with this paragraph 5.

4.3 Tier 1 Economic (Cost) criterion has an overall weighting of 40%. This is further broken down into tier 2 elements as set out below

**Table 3: Tier 2 Evaluation Criteria and Weightings (A: Economic (cost))**

<b>Tier 1 Criteria Description</b>	<b>Tier 1 weighting</b>	<b>Tier 2 Criteria</b>	<b>Tier 2 Weighting</b>
(A) Economic (Cost)	40%	(A1) Core Services	90%

		<b>(A2) Additional Services</b>	<b>10%</b>
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**4.4 Tier 2 Criterion A1 - Core Services Evaluation**

- 4.4.1 The Council will evaluate the Total Notional Contract Costs for Core Services which comprise the Annual Sum for year 1 indexed as shown in Pricing Table 1, less any proposed efficiencies from Year 2 onwards to provide a Total Notional Contract Cost for the Core Services for the Contract Period of 5 years.
- 4.4.2 Pricing Table 1 requires the identification of any efficiencies proposed to be provided through the Core Services from Year 2 onwards. The efficiency amounts should be identified in the relevant year in which they will occur on Pricing Table 1 and will be deducted from the total costs. The efficiency amounts should be clearly evidenced in the Efficiency Plan submitted as part of this bid as described in Quality of Service (B), MS5 The Services, 5.5 Annual Efficiency Plan. The efficiencies will form part of the Total Notional Contract Cost and will be evaluated in accordance with this paragraph 5.4.
- 4.4.3 The Total Notional Contract Costs for Core Services are automatically calculated in the Pricing Table 3b.
- 4.4.4 For evaluation purposes only, it will be assumed that:
  - 4.4.4.1 CPI will increase annually by an amount equivalent to an annual inflation rate of 3.0%; and
  - 4.4.4.2 no deductions from or adjustments to the Annual Sum which result from the Performance Mechanism will be assumed in the evaluation of Total Notional Contract Costs for Core Services
- 4.4.5 The Council will rank the Total Notional Contract Costs for Core Services for every Tenderer, in reverse order, lowest first. The Tenderer with the lowest Total Notional Contract Costs for Core Services will be awarded the maximum percentage available for this Tier 2 criterion 90%
- 4.4.6 All the other Tenderers will be awarded percentage points for their Total Notional Contract Costs for Core Services (TNCCS) based on the relationship between their Total Notional Contract Costs for Core Services and the lowest overall tendered Total Notional Contract Costs for Core Services. Where:

$$1 - \left[ \frac{\text{Tenderers TNCCS} - \text{Lowest TNCCS}}{\text{Tenderers TNCCS}} \right] \times 90\%^*$$

\* Calculated to two decimal places

**4.5 Tier 2 Criterion – A2 Additional Services Tender Sum Evaluation**

- 4.5.1 The Unit Rates for Additional Services (ASTS) will be evaluated as set out in this paragraph 4.5.
- 4.5.2 Tenderers should note the Council does not guarantee or warrant that any Additional Services will be required during the Contract Period or the frequency, type or value of any orders that may be placed.
- 4.5.3 For the purposes of evaluation only, a selection of Additional Services has been identified in Pricing Table 3(b). The Unit Rates for these Additional Services has been multiplied by the assumed quantities and added together to make a Tender Sum for the Additional Services. The Additional Services Tender Sum is automatically calculated in Pricing Table 3(b).
- 4.5.4 The Council gives no guarantees, representations or warranties as to the number, type or return rate of any Additional Services required under the Contract during the Contract Period.
- 4.5.5 The Council will rank the Additional Services Tender Sums for every Tenderer, in reverse order, lowest first. The Tenderer with the lowest Additional Services Tender Sum will be awarded the maximum percentage available for this Tier 2 10%.
- 4.5.6 All the other Tenderers will be awarded percentage points for their Additional Services Tender Sums based on the relationship between their Additional Services Tender Sums (ASTS) and the lowest overall tendered Additional Services Tender Sums. Where:

$$1 - \left[ \frac{\text{Tenderers ASTS} - \text{Lowest ASTS}}{\text{Tenderers ASTS}} \right] \times 10\%^*$$

\*Calculated to two decimal places

#### 4.6 Calculating the Cost Score:

- 4.6.1 The weighted Tier 2 scores for cost as calculated in 5.4, and 5.5 above will be added together to give a total weighted score for the cost element of the evaluation for that Tenderer. The percentage scores calculated will be rounded to 2 decimal places before being added together.

### 5. B1: EVALUATION CRITERIA – QUALITY

- 5.1 Tenderers are required to provide Service Delivery Plans as set out in the Response Document. When compiling each Service Delivery Plan, Tenderers should refer to the details included in the corresponding requirement in Volume 4 (Response Document).
- 5.2 Tenderers’ responses should be sufficiently detailed and (subject to approval by the Council) the finalised responses will be incorporated in to the Contract and will form part of the successful Tenderer’s contractual commitment to the Council.
- 5.3 The quality evaluation will award scores from zero to five points by assessing each Tier 3 element of the Tenderers’ Service Delivery Plans using the scoring scale set out at Table 6

below. Such scores will reflect the extent to which Tender meets the Council’s expectations. The weightings to be given to each Service Delivery Plan is set out in Table 5 below.

**Table 5: Evaluation Criteria and Weightings (Quality)**

Tier 1 Criteria	Tier 1 Weighting	Tier 2 Criteria Description	Tier 2 Weighting	Tier 3 Criterion	Tier 3 weighting	
<b>(B1) Quality of Service</b>	<b>60%</b>	<b>MS1: Community Engagement, Stakeholder Liaison and Added Social Value</b>	<b>10</b>	1.1 Community Engagement and Stakeholder Liaison	40	
				1.2 Supporting the Local Economy	20	
				1.3 Initiatives and Added Value	40	
		<b>MS2: Council and Resident Interface services</b>	<b>5</b>		2.1 Interface with Contractors and Council Services	20
					2.2 Customer Care	40
					2.3 Branding, Website and Social Media	40
		<b>MS3: Contractor’s Management of Services</b>	<b>27</b>		3.1 Management, Structure	18
					3.2 Contract Management and Reporting	30
					3.3 Mobilisation and Expiry	15
					3.4 Information and Management Systems	15
					3.5 Health and Safety and Welfare Plan	11
					3.6 Risk Management, Business Continuity and Emergency Plan	11
		<b>MS4: Operational Management</b>	<b>33</b>		4.1 Operational Staffing and Training	42
					4.2 Localised Working	37
					4.3 Vehicles and Equipment	21
		<b>MS5: The Services</b>	<b>25</b>		5.1 Street Cleansing	36
					5.2 Grounds Maintenance	36
5.3 Trees	12					
5.5 Annual Efficiency Plan	8					

#### 5.4 Scoring Scale

5.4.1 The Council will score the qualitative parts of the Tender in accordance with the general principles and descriptions shown in table 6 below.

5.4.2 The Council shall exclude any Tenderer who scores 0 (Unacceptable/Unsuitable) or 1 (Very Weak) for any of the Tier 3 sub-criteria. The Council is of the view that any Tenderer scoring 0 or 1 is unable to meet the Council's requirements for the Contract as a whole and therefore will be rejected.

5.4.3 In addition to the Council's right under paragraph 5.4.2 above, the Council may, at its discretion, exclude a Tenderer who scores 2 (Weak) for any of the Tier 3

**sub-criteria. Table 6: Tier 3 Evaluation Criteria and Weightings (B1: Quality)**

Score	Rating	Description
0	<b>Unacceptable/Unsuitable</b>	The Tenderer's proposals are absent or incomplete or the Tenderer has provided proposals that are not relevant.
1	<b>Very Weak</b>	Tenderer's response is wholly insufficient or unsatisfactory lacking evidence of skill/experience sought; lack of understanding of requirement or evidence of ability to deliver; high risk that relevant skills or requirement will not be available
2	<b>Weak</b>	The Tenderer's proposals include some evidence of skill/experience sought; however, they lack some understanding of requirement shown or there is limited evidence of ability to deliver; medium risk that relevant skills or requirement will not be available. The Council has some major concerns
3	<b>Acceptable</b>	<b>The Tenderer's</b> response demonstrates a satisfactory understanding of the requirement and evidence of ability to meet it and proposals are acceptable with no major concerns.
4	<b>Good</b>	<b>Tenderer's</b> response demonstrates a good understanding of the requirement with full and robust responses and evidence of ability to meet the requirements. The response gives the Council confidence and will bring added value or benefit to the Council.
5	<b>Excellent</b>	<b>Tenderer's</b> response exceeds the Council's requirements, showing deep understanding of the requirements. The proposals are outstanding and will bring significant added value/benefit to the Council. The response shows innovation and the Council has full confidence in the responses.

5.5 Tenderers are expected to score greater than 50% of the total available Quality Score (30% of the overall score). If a Tenderer scores less than 50% the Council considers that it is unlikely to have the necessary experience to meet its requirements and therefore reserves the right to reject the Tenderer.

**5.6 Calculating the Quality Score:**

5.6.1 The score out of five for each of the quality/technical evaluation tier 3 criteria will first be multiplied by the relevant tier 3 weighted factor as set out in Table 5 above.

5.6.2 The weighted tier 3 scores for each Tier 2 criteria will be added together and multiplied by the tier 2 weighted factor.

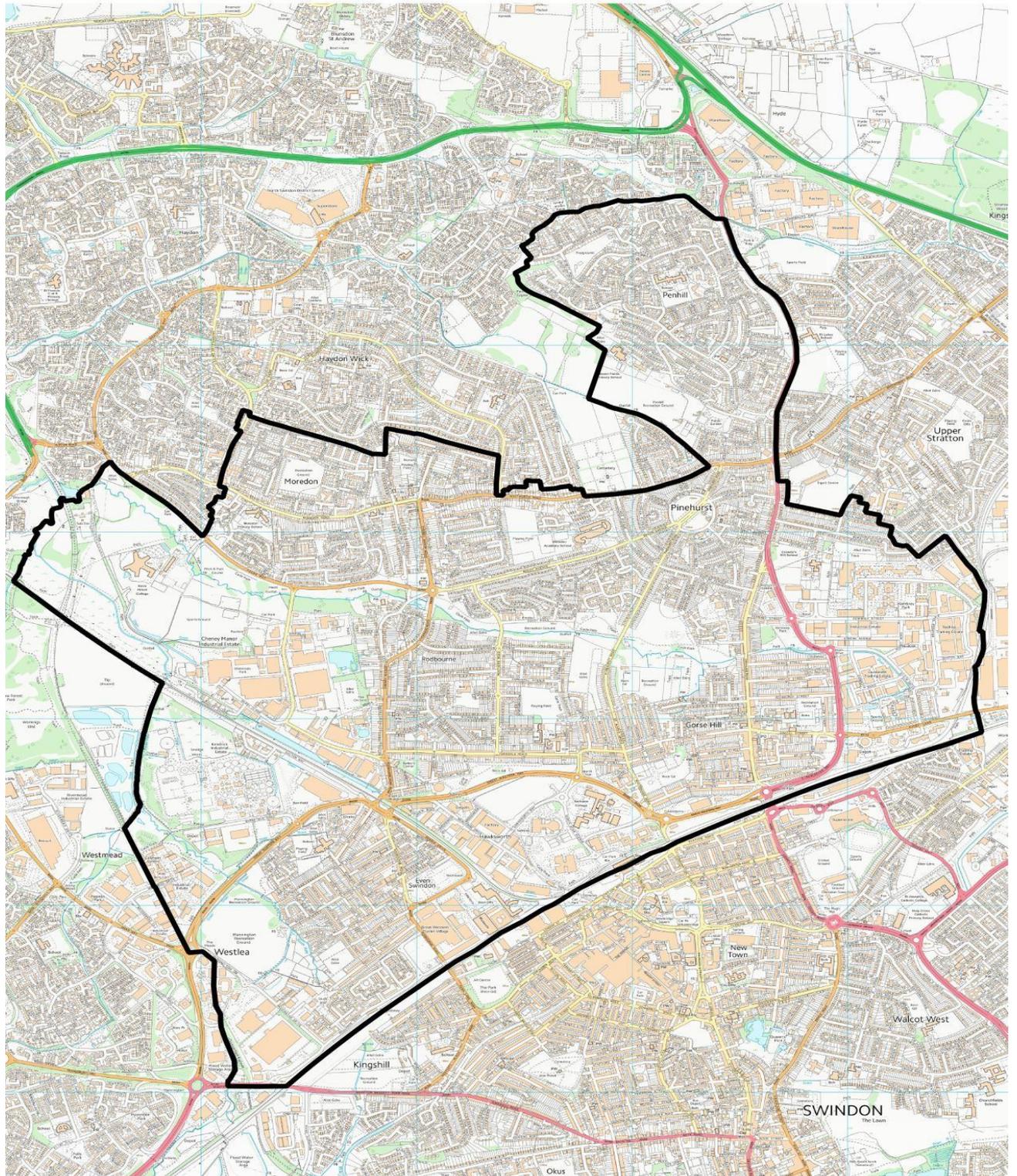
5.6.3 The Tier 2 scores are then added together and multiplied by the tier 1 weighted factor to give a total weighted score for the quality of the evaluation for that Tenderer.

**6. FINAL TOTAL WEIGHTED SCORE FOR EACH BIDDER**

- 6.1 The total tier 1 weighted score for B1 Quality (calculated in accordance with paragraph 5.6 above) will be added to the tier 1 weighted score for cost (calculated in accordance with paragraph 4.6 above) to provide an overall total weighted score for each Tenderer. The Tenderer with the highest score will be the most economically advantageous Tenderer and shall be recommended for award of the Contract.

## APPENDICES

**Boundary Map of Central Swindon North  
Central Swindon North CP**



**List of Street/Road Names -Appendix A**

**Locations of Play Areas -Appendix B**

**Location of Litter Bins- Appendix C**

**Location of Sport Facilities – Appendix D**

