

Walton Community Council Invitation to Tender

For the **TWICE WEEKLY EMPTYING OF 39 DOG BINS IN THE PARISH OF WALTON**

Contract Start Date	1 July 2024	Contract End Date:	30 June 2027
Contract Award Date:	Tuesday 11 June 2024		
Release Date	Monday 8 April 2024		
Contract Term:	3 Years		
Deadline for Submission of Tender	12 noon on Friday 31 May		
Issuer	Dan Preston, Council Clerk, Walton Community Council		
Receipt of Submissions	<p>By email: to clerk@waltoncommunitycouncil.gov.uk, Written in the email subject: Confidential – Dog Bin Emptying Contract. Tender reference WCC/SERVICES/DBCONTRACT/07.2024</p> <p>By Post: to Council Clerk, Walton Community Council, MK SNAP Building, 20 Bourton Low, Walnut Tree, Milton Keynes, MK7 7DE. Please mark your envelope: 'Confidential: WCC/SERVICES/DBCONTRACT/07.2024'</p>		

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Appendix 1: List of locations of 39 dog bins in Walton.

1.0 SECTION 1 – DETAILS OF BIDDER

Please complete this section

Company Name	
Address	
Contact	
Email	
Telephone	
Mobile Telephone	
Business Hours	

2.0 SECTION 2 - INTRODUCTION

- 2.1 This invitation to tender has been prepared by Walton Community Council (WCC), inviting proposals for the emptying of dog bins within the parish of Walton, as per the specification in Section 10 of this document.
- 2.2 The tenderer will be required to submit a proposal explaining how it will meet WCC's requirements as described in the specification at Section 10 of this document and the commercial terms on which WCC propose to contract in due course with the successful bidder.

3.0 SECTION 3 – INSTRUCTIONS TO BIDDERS

- 3.1 Please read the instructions on the invitation to tender procedures carefully. Failure to comply with the instructions or to return any of the required documents or information may invalidate your bid which must be returned by the time and date given.
- 3.2 Your proposal should follow the format described and you should answer the specific questions set out in this document. The tender process will be conducted in a manner that ensures tenders are evaluated fairly against weighted criteria set out in Section 11.
- 3.3 The following must be completed:
- a) Form of Tender
 - b) Statement of Non-Collusion
 - c) Evaluation Questions
 - d) Pricing Schedule (How you will charge for the works)
 - e) Copies of Insurance Schedule, as appropriate
 - f) All supporting documentation as required
- 3.4. Respond in full to each of the questions to allow WCC to make an informed selection of the most appropriate solution. This is to ensure that WCC can compare each of the

options and suppliers in a fair, like-for-like manner.

- 3.5 Indicate if your bid is reliant on any third parties for any aspects of fulfilling the service as specified. Failure to do so may lead to your bid being rejected.
- 3.6 Your proposal should be written in English in either hard copy or electronic copy.
- 3.7 Envelopes and packages used to return invitations to tender must bear no reference to the bidder's name. Tenders received before the due deadline will be retained unopened until then.
- 3.8 **Questions About the Invitation to Tender**

You may submit questions or points of clarification relating to the tender documents, by post or email, by no later than 5pm on **Friday 19 April 2024** to:

Dan Preston (Council Clerk)
Walton Community Council
MK SNAP Building
20 Bourton Low
Walnut Tree
Milton Keynes
MK7 7DE

Email: clerk@waltoncommunitycouncil.gov.uk

3.9 **Answers to Questions**

Queries or requests for clarification received after the above deadline will not be answered. Answers to questions received by WCC will be circulated by email on or before **5pm on Friday 26 April 2024** to all bidders, without revealing the identity of the individual bidder that put forward the question.

3.10 **Summary of Procurement Timetable**

The following is a summary of the timetable that is applied to the procurement of services. WCC reserves the right to alter this timetable by notice to bidders.

Event	Deadline/Comment
Release Date	Monday 8 April 2024
WCC to receive email confirmation of receipt of your submission	Within two working days of receipt. 5pm on Wednesday 10 April 2024
WCC's receipt of questions / clarifications relating to the ITT	5pm on Friday 19 April 2024
WCC to circulate response to questions / clarification to all bidders.	5pm on Friday 26 April 2024
Deadline for receipt of Invitations to Tender	12 noon on Friday 31 May 2024
Contract Award Date	Tuesday 11 June 2024
WCC to inform all bidders of outcome of tender	Within two working days of the contract award date – before 5pm on Thursday 13 June 2024
Signing of contract	Monday 30 June 2024
Contract implementation date	Tuesday 1 July 2024

4.0 SECTION 4 – TERMS AND CONDITIONS

- 4.1 WCC reserves the right to seek clarification of any matters arising from the bidder's submission and to make amendments to the text of the Tender Documents during the quoting process. All bidders will be notified of any such amendments.
- 4.2 All costs, expenses and liability incurred by the bidder in connection with the preparation and submission of the tenders will be borne by the bidder.
- 4.3 The bidder shall have no claim whatsoever against WCC in respect of such costs and in particular (but without limitation) WCC shall not make any payments to the successful bidder or any other bidder save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by WCC to the successful bidder or any other Bidder in respect of the requirement by reason of the scope of the requirement being different from that envisaged by the successful Bidder or otherwise, including without limitation any costs incurred by any bidder in the event this tender process is aborted.
- 4.4 To ensure that WCC is able to carry out a proper comparison of tenders, no unauthorised alterations shall be permitted to the Tender Documents. Tenders that contain unauthorised alterations or qualifications may be rejected.
- 4.5 WCC is not bound to accept any tender to make any award from this invitation to tender. The contract will be awarded on the basis of the Evaluation Criteria.
- 4.6 Acceptance of the tender by WCC shall be in writing. Bidders should note that WCC will publish the awarded contract value and the name of the successful bidder.

5.0 SECTION 5 – AUTHORISED VARIATIONS TO BIDS

- 5.1 Any proposal which alters the requirements of the specification must be in the form of a variant bid, must be clearly marked "variant bid", and must be submitted at the same time as the invitation to tender.

6.0 SECTION 6 – REJECTION OF TENDER

- 6.1 All tenders, whether by email or post, shall be submitted to WCC before **12 noon on Friday 31 May 2024**. Failure to submit your bid by the deadline may result in your submission being rejected.
- 6.2 Any unauthorised attachments/additions that are not identified or any general sales material submitted will not be considered by WCC. Bidders are therefore asked not to enclose any documents, brochures or other materials unless specifically requested to do so.
- 6.3 WCC, at its absolute discretion may reject a tender if:
 - 6.3.1 the bidder does not have a Waste Carrier Licence.
 - 6.3.2 the prices submitted are too high to be affordable.
 - 6.3.3 the prices submitted are too low to be credible, but only after the bidder has been given the opportunity to provide an explanation of the tender, or part of the tender which WCC believes to be too low, and where WCC does not accept the explanation.

- 6.3.4 all or part of the tender documents are reproduced for submission in a different format from that provided by WCC.
- 6.3.5 the tender contains a financial section which is incomplete.
- 6.3.6 the bidder makes or attempts to make any variation or alteration to the terms of the contract documents.
- 6.3.7 if the bidder discloses to any third party, prices shown in its tenders except where such disclosure is made in confidence in order to obtain tenders necessary for the purpose of financing or insurance and/or
- 6.3.8 if the bidder enters into any agreement with any other person, that such other person shall refrain from submitting a tender and/or
- 6.3.9 if the bidder fixes prices in its tender in accordance with any arrangement with any person or by reference to any other tender and/or
- 6.3.10 if the bidder offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract, any act or omission and/or
- 6.3.11 if the Bidder in connection with the award of the Contract commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972 and/or
- 6.3.12 if the Bidder has directly or indirectly canvassed any member or official of WCC concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Bidder or Tender submitted by any other Bidder and/or
- 6.3.13 if the Bidder has done anything improper to influence WCC during the Tender period and/or
- 6.3.14 if the Bidder has failed to return any of the documents requested without valid explanation and/or
- 6.3.15 if the Bidder has failed to declare any conflict of interest or any circumstances that could give rise to a conflict of interest.

7.0 SECTION 7 – HEALTH AND SAFETY

- 7.1 WCC requires that all contractors, their employees and (where applicable), sub-contractors shall, whilst working for WCC, comply with all requirements of the Health & Safety at Work Act etc.1974 and with all other Health & Safety legislation that relate generally or specifically to their trade, business, and undertaking.

8.0 SECTION 8 – EQUALITIES

- 8.1 WCC require that as an employer, contractors comply with their statutory obligations under current equal opportunities legislation, (An employer must not treat one group of people less favourably than others because of their race, gender, age, religion or belief, disability or sexual orientation in relation to decisions to recruit, train or promote employees).

9.0 SECTION 9 – RELEVANT LEGISLATION

- 9.1 WCC will require that the bidder disposes of dog waste in accordance with The Environmental Protection (Duty of Care) Regulations 1991 and the Control of Pollution (Amendment Act) 1989.

10.0 SECTION 10 – SPECIFICATION

10.1 The purpose of the invitation to tender is to select a supplier to empty 39 dog bins throughout the parish of Walton to a standard that reflects our mission to always strive to improve our resident's quality of life and local environment and to deliver value for money for our community. (See Appendix for current locations)

10.2 Please note that there are currently 39 dog bins located in the area.

10.2 Overview of works will include:

- Twice weekly emptying of all dog bins in the parish of Walton
- Emptying to be carried out at appropriate intervals e.g. Monday and Thursday or Tuesday and Friday.
- Disposal of collected waste in the appropriate disposal stream, in accordance with The Environmental Protection (Duty of Care) Regulations 1991 and the Control of Pollution (Amendment Act) 1989.
- Reporting damaged or defaced dog bins in a timely manner, reporting in the first instance to the Operations Officer.
- The ability to supply and install dog bins, if additional dog bins are required and as requested.
- The ability to relocate existing bins, if required or requested.
- Provide annually, a usage report to enable the Council to re-assess the level of dog bin provision in the parish.
- To report areas of failure (where a dog bin may consistently be over-flowing which is not due to any non-collection of the waste).

10.3 Any additional work outside the scope of the contract, which is deemed to be necessary, to be agreed with WCC.

11.0 SECTION 11 – EVALUATION CRITERIA AND WEIGHTING

11.1 Bidders will be asked a series of questions. Proposals will be evaluated by attaching a Best Price/Quality Ratio score to:

- (a) Price
- (b) Quality – the quality of the proposal overall against the following criteria:
 - Compliance with the specification and overall understanding of the work required
 - Ability to deliver the contract
 - Quality Assurance
 - References

11.2 Best Price/Quality Ratio is set out below:

Evaluation Area	Weighting
Tender Price (not below 40%)	60%
Quality	40%

11.3 The quality aspects of the tender will be assessed by answering questions which will be scored based on whether the bidder has shown that it can meet the evaluation criteria. A score will be awarded on a system of 0-5 as follows:

No. of Points	Definition
0	Unacceptable – Response does not meet requirements or no response is provided.
1	Unsatisfactory – Response partially meets requirements but contains significant weaknesses, issues or omissions.
2	Weak – Response partially meets requirements but contains some weaknesses, issues or omissions
3	Acceptable – Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions.
4	Good – Response meets requirements with moderate levels of assurance.
5	Outstanding – Response meets requirements to a high standard with high levels of assurance. Robust and detailed in all respects.

11.4 Quality criteria will be assessed on the answers to the following 4 Quality Criteria and questions:

Quality Criteria	Level 1 Weighting	Level 2 Weighting
Quality Criteria 1 – Compliance with the specification and overall understanding of the work required	40%	
Question 1: The objective is to ensure that the Council's dog bins are emptied twice weekly with appropriate intervals. How will you ensure this and what days would dog waste be collected?		50%
Question 2: What resources do you have or have access to, to ensure that you can meet all the requirements set out in the specification?		40%
Question 3: There are likely to be occasions when ad hoc works are required. What will be your response time to these requests?		10%
Quality Criteria 2 – Ability to Deliver the Contract	30%	
Questions 1: What experience and expertise do you have of this type of work and dealing with contracts related to this type of work.		65%
Question 2: What contingency provisions are in place if service delivery difficulties arise?		30%
Question 3: In relation to other similar contracts you have worked or managed, what is/was the average number of dog bins emptied in that area.		5%
Quality Criteria 3 – Quality Assurance	25%	
Question 2: How will the waste be disposed of, and will this method comply with the relevant legislation?		65%
Question 3: Do you have a risk management policy and if so, how is it implemented?		35%
Quality Criteria 4	5%	

References		
Criteria A: Provide 2 relevant and positive references from customers within the last three years		100%

12.0 SECTION 12 – PRICING SCHEDULE

- 12.1 Costs payable by WCC will be evaluated in accordance with the price/quality weighting. The scores achieved for the price payable and the non-price elements will be added together and the bidder achieving the highest score will be successful.
- 12.2 The bidder where applicable should visit the area to satisfy themselves of the local conditions, the full extent of the operation, the supply and conditions affecting labour and all other factors which could affect the execution of the contract generally. Claims made later, on the grounds of a lack of knowledge will not be accepted.
- 12.3 WCC aims to provide information and documentation to bidders, as accurate as possible. No claim from the bidder will be entertained by WCC for any mistakes in the information given.
- 12.4 **No other costs will be accepted except those in the pricing schedule.** The rates to be inserted in the pricing schedule for works must be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs. The process stated constitutes the only reimbursement and profit to the company for providing the services required. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the bidder in providing the works or services.
- 12.5 All sums payable by or to WCC or the supplier are exclusive of VAT. Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.
- 12.6 WCC may reject a tender if the prices quoted are too high to be affordable or the prices are too low to be credible (the bidder will be given the opportunity to provide an explanation of the tender or part of the tender which WCC believes to be too low).
- 12.7

Pricing Schedule	
Description	Total Price £
Total price per year for the emptying of dog bins as per the specification set out in section 10.	
Please break this down to a price per collection per bin, valid across the lifetime of the contract.	
Price per collection per bin for any additional bins installed during the contract period.	

13. SECTION 13 – BUSINESS EVALUATION QUESTIONS

- 13.1 You need to answer the following questions and supply financial information, where requested:

Financial Information		
1.1	What was your turnover in each of the last two financial years?	
1.2	Please provide at least one of the following documents and please tick which documents are attached to your response	
	A copy of your audited accounts for the most recent two years (if this applies)	
	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	
	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	Alternative means of demonstrating financial status if trading for less than a year	

Insurance		
	If a contract is awarded to you, written evidence of your insurance cover will be required. Insurance requirements will form part of the Terms and Conditions of Contract. The requirements are:	
1.1	Employers Liability Insurance £5,000,000	
1.2	Public Liability Insurance £10,000,000	
1.3	Professional Indemnity Insurance (if applicable) £1,000,000	
1.4	If you do not carry any insurance as detailed above will you obtain insurance if you are successful in winning the contract?	Yes/No

Health and Safety		
1.1	Does your organisation have a written health and safety at work policy?	Yes/No
1.2	Does your organisation have a health and safety at work system?	Yes/No
1.3	If “No”, to either 1.1 or 1.2 above please explain why:	
1.4	Has your organisation, during the last 3 years been prosecuted or had a notice served for contravention of the Health and Safety at Work Act Etc. 1974 or associated regulations or been the subject of a formal investigation by the Health and Safety Executive or similar national body charged with improving health and safety standards?	Yes/No
1.5	If “Yes”, please give details:	
	If the contract is awarded to you, written evidence of your Health and Safety Policy and Statement will be required, along with a Risk Assessment and method statement for the works in the contract.	

Equalities		
1.1	In the last three years, have any findings of unlawful discrimination been made against you or your firm by the Employment Tribunal, the Employment Appeal Tribunal or any other court or in comparable proceedings in any other jurisdiction? If yes, please give details.	Yes/ No
1.2	Do you have an equalities policy?	Yes/No
1.3	If “No” , how do you ensure that you comply with the relevant law?	

Waste Licence		
1.1	Can you provide a copy of your Waste Carrier Licence?	Yes/ No

Data Protection		
1.1	Can you provide a copy of your Company's data protection policy and privacy notice?	Yes/ No

STATEMENT OF NON-COLLUSION

To

Supplier name and address

1. We recognise that the essence of competitive tendering is that WCC will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have done and undertake not to do at any time before the hour and date specified for the return of this bid, any of the following acts:
 - (a) Communicate to any person other than WCC the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium tender required for the preparation of the bid;
 - (b) Enter into any agreement or arrangement with any other person that he shall refrain from submitting a bid or as to the amount included in the bid;
 - (c) Offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed bid for the contract any act, omission or thing of the kind described above.
3. In this certificate, the work "person" shall include any person, body or association corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

Signature (Bidder or duly authorised on behalf of the Bidder)

Print Name

Date

FORM OF TENDER

To

Supplier name and address

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby bid and undertake to provide and complete all the goods/services required to be performed in accordance with the terms and condition of contract and Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us to any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this bid.
4. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by WCC we may be required to secure a Deed of Guarantee in favour of WCC from our holding company or ultimate holding company, as determined by WCC in their discretion.
6. We understand that WCC is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

Signature (Bidder or duly authorised on behalf of the Bidder)

Print Name

Date