

CULTURE AND HEALTH

MARKET ENGAGEMENT EXERCISE – VENDING SERVICES FOR FOUR BASILDON COUNCIL SITES WITH THE BASILDON BOROUGH

A body of water with trees around it

Description automatically generated

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# Basildon Borough Council

01268 533 333

www.basildon.gov.uk

Basildon Centre

St Martins Square

Basildon

SS14 1DL

|  |  |
| --- | --- |
| **Checklist of documents to be returned** | **✓** |
| Specification and Requirements |  |
| Technical Questionnaire |  |
| Commercial Questionnaire |  |
| Form of Tender (signed) |  |
| Certificate of Bona Fide(signed) |  |
| Freedom of Information (if applicable) |  |
| Declaration of Relationship |  |
| Suitability Selection Questionnaire (including any associated documentation). |  |
| **In submitting this information Bidders are declaring that it is a true and accurate record. Bidders must fully complete all bid documents and submit all associated requested documentation and policies and not simply refer to attachments, failure to do so may result in disqualification.** |  |

**Closing Date: Tender submission deadline: w/c 23rd January 2023, Noon.**

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# Section A: information and instructions to tenderers

1. **THE CONTRACTING AUTHORITY**

The Contracting Authority is Basildon Borough Council and is located at The Basildon Centre, St. Martin’s Square, Basildon, Essex SS14 1DL (the “Council”).

1. **THE SERVICES**
2. The Services comprise provision of a fully managed vending service at four Basildon Council sites within the Basildon Borough.
3. The contract is to be in place by February 2023 with vending machines to be installed and services commenced as soon as possible thereafter. Bidders are, therefore, advised to consider their capacity to deliver within this timeframe.
4. Work is not guaranteed to any supplier.
5. **BASIS OF TENDERS**
   1. Tenders are being invited from those suppliers who are able to provide the requested services.
   2. The Council is not obligated to accept the lowest or any tender that is received and may discontinue this procurement process at any time with or without award.
   3. Tenders are prepared and submitted at the Tenderer’s own expense and the Council will not reimburse any tender preparation expenses whether or not tender submission is successful or unsuccessful.
   4. The Council reserves the right to disqualify any bid that it considers to be abnormally low, whether in the element of pricing or resources dedicated to delivery of the contract.
6. **TENDER QUERIES**
   1. Tenderers seeking to clarify any term, clause, statement or interpretation of any of the Tender documentation must submit their clarification through the e-tendering portal, <https://www.delta-esourcing.com/delta> **Access Code:** The portal will generate an email automatically through to the Council advising of your request for clarification.
   2. The Council will copy questions received and its responses to all Potential Providers through the e- portal except where in its opinion the response relates to information which is commercially confidential.
   3. Other than responses to written questions submitted in accordance with this paragraph 5, no representative of the Council or its advisers has the authority to give any representations (express or implied) in relation to this tender or the procurement process as a whole.
   4. The Council will endeavour to respond to all such enquiries within 48 working hours of receipt and will send all other Tenderers a list of submitted enquiries and answers.
   5. Tenderers should indicate any information they consider to be confidential. If the Council disagrees the Tenderer will be given the opportunity to withdraw the query.

All queries should be submitted in writing via the Delta e-tendering portal.

* 1. The Council will not respond to any queries received within 5 Working Days of the Tender return date.

1. **COMMENCEMENT DATE**

The contract is expected to be awarded for a commencement date of February 2023.

**Contract Length**

The Council is looking for a fully managed vending solution for three years.

1. **PREPARATION OF TENDERS**
   1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their Tenders.
   2. Information and documentation supplied to Tenderers by the Council is supplied only for general guidance in the preparation of the Tender for the Services. Tenderers must satisfy themselves by their own investigations 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. Applicants are responsible for conducting their own due diligence and must make their own inquiries regarding all aspects of the opportunity tendered.
   3. Tenderers must bid for the supply of the whole of the Services upon the Terms and Conditions contained herein.
   4. Tenderers will be deemed to have fully acquainted themselves with the extent and nature of the Services before submitting a Tender.
   5. The tender is to remain open for a period of one hundred and eighty (180) days from the date for the submission of tenders
2. **CANVASSING**

Any Tenderer who directly or indirectly canvasses any Member or Officer of the Council concerning the award of the Contract for the provision of Services or who directly or indirectly obtains or attempts to obtain information from any such Member or Officer concerning any other tender or proposed tender for the Services will be disqualified.

1. **TENDERING PROCEDURE**
   1. Tenders for the execution of the services should be presented on the forms provided, free from conditions and reservations, and without interlineations, alterations or erasures of any kind and strictly in accordance with the pricing structure contained therein.
   2. All forms must be signed by the Tenderer where indicated and submitted with all required documentation, accessible in Microsoft Office applications.
   3. All documents requiring a signature must be signed:

8.3.1 where the Tenderer is an individual, by that individual;

8.3.2 where the Tenderer is a partnership, by two duly authorised partners;

8.3.3 where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose; and the status of the signatories within the organisation indicated.

* 1. The Form of Tender and accompanying documents must be fully completed. Any tender containing gaps or omissions may be rejected. The Tenders and all supporting documents must be written in English. All prices will be quoted in pounds sterling.

1. **INSTRUCTIONS FOR RETURN OF TENDER**
   1. The Council is openly advertising this opportunity to procure the Most Economically Advantageous Tender (MEAT) which best meets the Council’s requirements. This will be under a Concessions Contract.
   2. All documents must be returned electronically.
   3. It is the Tenderer’s responsibility to ensure that tender documents are delivered to the specified Tenderbox before the deadline.
   4. **Tenderers must ensure that uploaded documents are appropriately named and not just refer to e.g. doc 1 etc.**
   5. **Please note that any electronic copies must be in Microsoft Office applications.** Tenderers may provide scanned or .pdf file formats as a control version if they wish.
   6. Tenderers should note that completed Tenders (including all associated documents) received after the closing date and time will be automatically rejected and the Tenderer eliminated from the procurement process.
   7. Tenderers must attach any proposed changes or amendments to the Services or the Contract. Please be advised that the Council is not obligated to consider or accept any proposed changes or amendments.
2. **LEGAL AND OTHER FEES**
   1. Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents.
   2. By submitting a Tender to the Council, the Tenderer acknowledges that the Tender is compiled at the Tenderer’s own expense and the Council will not reimburse any fees, costs, or expenses incurred in preparing any tender.
3. **CONFIDENTIALITY OF TENDER INFORMATION AND DOCUMENTS**
   1. All information supplied by the Council in or in connection with these Tender Documents shall be regarded as confidential to the Council.
   2. The Tender Documents, its Appendices, and related documents are and shall remain the property of the Council and must be returned on demand.
   3. The information in the Tender and any associated documents is made available on condition that it is treated as confidential by the Tenderer and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made (for example disclosure by a Tenderer to its insurers who are directly involved in the bid, is permitted provided they have each given an undertaking at the time of receipt of the relevant information (and for **the benefit of the Council) to keep such information confidential).**
4. **FREEDOM OF INFORMATION AND DISCLOSURE OF INFORMATION**
   1. The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Regulations 2004, the subordinate legislation made under the Act/Regulations and any guidance and/or codes of practice issued (from time to time) in relation to such legislation. Tenderers are required to:-
      1. specify (with reason) those of their ITT responses which they regard as falling within any of the exemptions from disclosure specified under the Act/Regulations including (without limitation) information provided in confidence; and
      2. state which provisions of the Act/Regulations apply to the information identified under 13.1.
      3. the Council, however, shall be responsible for determining, at its absolute discretion, whether such exemption should apply and Tenderers agree to comply with any such decision taken by the Council.
      4. Nothing contained in this document shall in anyway prohibit or restrict the Council from complying with its obligations under the Acts/Regulations.
   2. The employer will distribute information about the winning bid as part of debriefing unsuccessful tenderers. In submitting a tender, tenderers accept and agree to this disclosure.
   3. From time to time, the Employer may also disclose information about this tender and the resulting contract in line with its scheme of publication or to otherwise comply with legislation and policy.
5. **NON-COLLUSIVE TENDERING**

Any Tenderer who:

(i) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

(ii) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a Contract guarantee Bond); or

(iii) Enters into any agreement or arrangement with any other person that such other person shall refrain from tendering or as to the amount of any Tender to be submitted; or

(iv) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing of having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission will (without prejudice to any other civil remedies available to the Council) be disqualified.

1. **TENDER EVALUATION** 
   1. The assessment criteria for the appointment of the Contractor will comprise of a technical evaluation as detailed in the Specification and Requirements and Section C Technical Questionnaire.
   2. Tender proposals will be subjected to a thorough evaluation. This may result in an award (or awards) of contract or it may produce a shortlist of the most promising technical and commercial offers requiring further assessment.
   3. The Council will examine tenders for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a tender substantially fulfils the conditions in the tender documents. A tender determined as not substantially fulfilling the conditions in the tender documents will be rejected.
   4. Short-listed tenderers may be further requested to clarify their bids or provide additional information in support of their proposals.
   5. Further assessment of short-listed tenders may include attendance at the Council’s premises for the purpose of clarifying aspects of a bid or may involve a visit by the Council’s representatives to any relevant facilities operated by the Tenderer. In each case, Tenderers will be responsible for their own costs.
2. **AWARD CRITERIA**

Price: Section E Commercial Questionnaire refers = 40%

Quality: Specification and Requirements refers = 10%

Section C Technical Questionnaire refers = 50%

Quality will be evaluated against pre-determined criteria as shown below. The weightings to be applied to the Quality Evaluation Criteria are also set out below.

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Evaluation Criteria** | **Evaluation Criteria Weighting (%)** |
|  | Specification and Requirements | 10% |
| C1 | Relevant experience and contract examples | 10% |
| C2 | Machine Details and Requirements | 5% |
| C3 | Machine Maintenance and Replenishment | 10% |
| C4 | Delivery and Installation Programme | 10% |
| C5 | Sustainability and Social Value | 5% |
| C6 | Royalty Plans | 10% |
| **TOTAL** | | **60%** |

1. **CONDITIONS OF CONTRACT**

Any contract(s) arising from this exercise will be a Concessions Contract. The Council is prepared to consider a term of up to 3 years subject to conditions of contract throughout the term.

1. **Safeguarding & Promoting the Welfare of Children & Vulnerable Adults**

The Council will require the winning contractor to agree to abide by the Council’s Safeguarding Vulnerable Adults Policy and the Safeguarding and Promoting the Welfare of Children & Young People Policy. If the successful contractors have their own policy(ies) the Council would wish to see it before commencing the contract to ensure it conforms to our policies and to the SET Safeguarding Adults Guidelines and the SET Child Protection Procedures. Providers need to refer to Appendix A

1. **MANDATORY STANDSTILL PERIOD BEFORE CONTRACT AWARD**

In accordance with regulation 87 of the Public Contract Regulations 2015 all public sector procurements covered by the full regime of the EC Procurement Directives must have a period of not less than 10 calendar days between the written communication of the award decision to all Tenderers and contract commencement. This is to allow unsuccessful Tenderers a reasonable opportunity to make any legal challenges to the award decision.

1. **PUBLICATION OF AWARD**

In accordance with the Public Contract Regulations 2015 following award of the contract the Council will notify Contracts Finder of the decision.

1. **TENDER TIMETABLE**

The key dates in the tender timetable are set out below. However, please note that these dates are subject to change. Any such change will be communicated to the Tenderers.

|  |  |
| --- | --- |
| **Market Engagement** | **w/c 5th December 2022** |
| **Issue of Tender Documentation** | **w/c 2nd January 2023** |
| **Site Visits** | **w/c/ 9th January 2023** |
| **Deadline for Questions regarding the Tender** | **w/c 15th January 2023** |
| **Tender Submission Deadline** | **w/c 23rd January 2023** |
| **Evaluation**  **(including consultation of design with residents)** | **w/c 30th January 2023** |
| **Award decision made** | **w/c 6th February 2023** |
| **Contract Preparation** | **February 2023** |
| **Contract Start** | **March 2023** |

1. **SITE VISITS**

It is advised that you undertake a site visit to each of the parks prior to submitting your tender. To request a site visit, please contact the council’s Leisure Contracts Officer, Ellie Shannon on 01268 205247 or email [ellie.shannon@basildon.gov.uk](mailto:ellie.shannon@basildon.gov.uk)

# Section B: Specification

**Specification for the provision of a fully managed vending service at four Basildon Council sites**

**1. Introduction**

Basildon Borough Council is looking to procure a fully managed vending service at four of its sites, which is cost neutral to the council. The sites included as part of this exercise range from workplace provision to leisure and countryside sites.

Different types of vending machines are required at the different sites. The machines required are hot drinks and combination machines for cold drinks and snacks. The preferred supplier will, therefore, have to ensure that they can offer the variations required.

As the facilities covered in this exercise all operate differently, the prices set for items across the sites will differ and the provider will have to be able to ensure that the machines accept coins and cards, as well as ensuring that the machines are versatile and have adjustable trays and selections for a variety of products. There is also a requirement for a cashless system for one of the hot drinks machines.

The management team must be able to monitor output for individual machines and collectively in order to understand usage figures and the machines should be able to generate reports to assist with performance management.

Suppliers will be responsible for the installation and commissioning of all of the machines which are to be provided under a fully managed service. Tenderers will be required to visit the to ascertain the scope of work involved to ensure machine compatibility with the water and power supply provided by Basildon Borough Council.

This tender will be evaluated on price and quality and the following award criteria will apply:

Price: Section E - Commercial Questionnaire refers = 40%

Quality: Specification and Requirements refers = 10%

Section C - Technical Questionnaire refers = 50%

**2. Scope - The Sites**

The sites included in this opportunity are detailed below:

1. **Site 1 - The Place, Northlands Pavement, Pitsea, Basildon, Essex SS13 3DU**

The Place is a multi-purpose leisure centre in the heart of Pitsea. The centre is open 7 days a week and offers a range of community facilities for the benefit of families and businesses. Facilities include: Pulse Fitness Suite, Children's Fun Zone as well as venues for meeting and entertainment hire and a licensed bar. The centre is also home to the Pitsea Activity Centre a lively, friendly and bustling daytime venue for over 50’s to meet, socialise and take part in daytime activities. Approximately 30,000 visits are made to this site a year.

1. **Site 2 - Wat Tyler Country Park, Pitsea Hall Lane,**

Wat Tyler Country Park is a unique site, boasting a wide variety of high-quality facilities located in an area of outstanding natural beauty. It is a popular destination that is well used by local residents and by many people from the surrounding areas. The country park covers 125 acres and includes a huge variety of animal habitats and a rich diversity of wildlife, including rare and important species, making it a Site of Special Scientific Interest (SSSI) and one of the most important wildlife sites in Essex. The site attracts between 300,000 – 350,000 visitors a year, with an average of 7,000 visitors per week during school holiday periods.

The park is home to the Wat Tyler Centre, which includes a café (currently closed), educational facilities, commercially available spaces for business and private hire and a gift shop. The park is also home to the Green Centre, which contains exhibition spaces and rooms available for hire. The Green Centre also accommodates Basildon Heritage, Essex Field Club, Twizzle Tops Day Nursery and Brighter Opportunities for Special People (BOSP).

1. **Site 3 - Towngate Theatre, St Martin’s Square, Basildon, Essex SS14 1DL**

The Towngate Theatre has been entertaining Basildon for 30 years with dramas, musicals, classical concerts, comedy, pantomime and so much more. The combination (cold drinks and snacks) vending machine at this site will be located near to the dressing rooms in the back stage area for the main auditorium and will be accessible for use by theatre staff, show production staff and performers.

1. **Site 4 - The Basildon Centre, St Martin’s Square, Basildon, Essex SS14 1DL**

The Basildon Centre is the town centre office for Basildon Council. The hot drinks vending machine at this site will be located in the meeting room foyer area. There is also a requirement for this machine to have a cashless system, which is compatible with Mifare cards. There is capacity for approximately 100 staff to work at this office and, whilst the machine will be located in an area that is accessible to Basildon Council staff working from the office, this machine will be predominantly used by elected Members during evening meetings.

**3. Specification and Requirements – 10%**

The type of machines required for each site are detailed in the table below.

| **Site and Location** | **Machine Required** | **Details** |
| --- | --- | --- |
| **The Place** | | |
| Entrance / Reception area | Combination snacks and cold drinks machine |  |
| Hot drinks machine |  |
| **Wat Tyler Country Park** | | |
| Wat Tyler Centre | Combination snacks and cold drinks machine |  |
| Hot drinks machine |  |
| The Green Centre | Combination snacks and cold drinks machine |  |
| **Towngate Theatre** | | |
| Back stage area | Combination snacks and cold drinks machine |  |
| **The Basildon Centre** | | |
| First floor meeting room foyer | Hot drinks machine | Hot Drinks machine including cashless card reader system compatible with Mifare cards |

The specification and requirements for vending machines to be located at various sites owned by Basildon Borough Council are detailed below.

**You are required to FULLY respond to ALL aspects of the specification requirements shown below. Please provide an explanation for each answer and include any additional comments you may consider appropriate.**

For each requirement please indicate whether you are Compliant (C), Partially Compliant (PC) or Non-Compliant (NC).

If you are Compliant please **indicate and demonstrate** how you are Compliant with the service requirement in the response column.

If you are Partially Compliant or Non-Compliant please indicate the reasons for this and what you would have to do to become Compliant in the response column.

The specification requirements comprise 10% of the total award criteria. 2 points will be awarded for a Complaint response, 1 point for a Partially Complaint response and 0 points for a Non-Compliant response. The total score will then be weighted accordingly.

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Machines** | **C**  **PC**  **NC** | **Response** |
| 1a | Large merchandise view space must cover the itemised area. |  |  |
| 1b | Must be equipped with versatile and adjustable trays and users must have the ability to select a variety of products. |  |  |
| 1c | Where combined machines are required, must offer optional temperatures for the two different parts. |  |  |
| 1d | State if machines conform with Health and Safety standards/ regulations. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **2** | **Pricing** | **C**  **PC**  **NC** | **Response** |
| 2a | Items must be individually priced and machines must allow price changes to be made to individual items. Pricing to be agreed with Basildon Council. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **3** | **Financial** | **C**  **PC**  **NC** | **Response** |
| 3a | The payment model for the individual machines must include coins and cards with the additional requirement for a cashless system compatible with Mifare cards for one hot drinks machine. |  |  |
| 3b | Must dispense coins and/or notes as change. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **4** | **Managed Service** | **C**  **PC**  **NC** | **Response** |
| 4a | This service must be available for hot beverages, cold drinks and snacks. |  |  |
| 4b | Supplier must accept responsibility for replenishing, cleaning, servicing and comprehensive maintenance of the equipment. |  |  |
| 4c | Supplier must be willing to agree cost of items in collaboration with Basildon Borough Council. |  |  |
| 4e | Basildon Borough Council is looking to appoint a supplier that can provide the vending machines free on loan at no cost to the council. |  |  |

# 

# SECTION C: TECHNICAL QUESTIONNAIRE

**Evaluation Criteria Questions to be Scored – 50%**

The criteria questions comprise 60% of the total award criteria. The questions cover the specific services required by the council. Answers should be concise and include examples of relevant contracts to demonstrate experience wherever possible.

Suppliers must respond fully to each question and not simply refer to another answer or annexed document unless a question states that it is permissible.

Please ensure that you provide sufficient detail when responding to each question. In particular, refer to the Quality Scoring Guide below which provides detail as to how your responses to each evaluation question will be scored.

If you have previously completed work for the council, please do not assume that this will be taken into consideration when your responses are evaluated. You must ensure that you provide sufficient information within your response that details previous work undertaken or experience that is relevant to this requirement.

**Page Limits Per Question**

Answers should not exceed the page limits indicated for each question.

Each page limit is on the basis of an A4 page of text (font size 11). Please be aware that this limit is to text. Any drawings, diagrams or screen prints embedded into the response will not be included within the page limit.

Responses to each question should be completed on separate documents. Once the response has been completed, it should be saved in the naming format indicated below for that question.

Where your company exceeds the page limits indicated for each question, the council, at its sole discretion, may choose to either reject or accept additional pages of responses. This is at the sole discretion of the council and suppliers are encouraged to ensure that they remain within the page limits set for each question.

**Question Weightings**

The quality questions will be evaluated, scored and the weightings detailed in the Evaluation Criteria below will be applied to each evaluation criteria question.

|  |  |
| --- | --- |
| 10 | Very good response provided against the description of the services. Exceeds the Council’s expectations and gives a high level of confidence in the proposals and that the proposals provide added value. |
| 8 | Good response provided against the description of the services. Meets the Council’s expectations and gives a high level of confidence in the proposals. |
| 6 | Response is adequate, except in some aspects, against the description of the services. Falls slightly below the Council’s expectations but gives confidence, with minor reservations, in the proposals. |
| 4 | Poor response provided against the description of the services. Falls substantially below the Council’s expectations and gives the Council significant reservations about the proposals. |
| 2 | Very poor response provided against the description of the services. Fails to meet the Council’s expectations and gives the Council major reservations about the proposals. |
| 0 | No response provided or response so incomplete that it is not possible to form a view of the adequacy of the contractor’s proposals. |

| **Criteria Number** | **Evaluation Criteria** | **Weighting** |
| --- | --- | --- |
| C1 | **Relevant Experience and Contract Examples**  Please provide details of three current contracts that demonstrate your capability and experience to deliver the services required.    Describe how your company brings added value to the client, what makes you effective and provide details of the range of support available.  Details to include:  Name of customer organisation, point of contact and their position in the organisation, email address, description of contract and contract start date. | 10% |
| Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C1 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 4 A4 pages. |
| C2 | **Machine Details and Requirements**  Please provide details of the machines that you are proposing to install. Please include images and state the weight and dimensions of the machines as well as the water filtration system available and the power and water requirements. Please also include details of the cashless system you are proposing. | 5% |
| Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C2 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 4 A4 pages. |
| C3 | |  | | --- | | **Machine Maintenance and Replenishment**  Please provide details of your response times to attend a call out to rectify a machine breakdown. | | Please provide details regarding frequency and times of servicing and describe your methodology for ensuring machine replenishment is kept at optimum levels and stock outs are avoided. | | 10% |
| |  | | --- | | Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C3 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 2 A4 pages. | |
| C4 | **Delivery and Installation Programme**  Please provide a indicative implementation timetable for obtaining delivery of the vending machines, their installation and stock following the award of contract (this can be in the form of a Gantt chart). | 10% |
| Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C4 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 2 A4 pages. |
| C5 | **Sustainability and Social Value**  The council has a legislative duty to consider the social, economic and environmental benefits of the service being delivered. Please provide details regarding any social value benefits you propose during the delivery of the contract. Please also provide details of the supply chain you use. | 5% |
| Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C5 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 3 A4 pages. |
| C6 | **Royalty Plans**  Please provide details of any royalty plans that you propose to offer which illustrate a range of scenarios that cover the spectrum of use, ranging from high usage to low usage. A machine usage report covering a 12 month period has been provided for the relevant sites at Appendix A. | 10% |
| Please complete your response to this question within a separate document. Once you have finished your response, please save the document as ‘Response to C6 - *Supplier Name*’ and upload as part of your tender submission.  Please ensure that you do not exceed the maximum page limit for this question of 3 A4 pages. |

# SECTION D: COMMERCIAL QUESTIONNAIRE

The Council is looking to appoint a supplier that can offer the fully managed vending service across four of its sites at no cost to the Council. The Council is also seeking opportunities for additional income in the form of royalty payments as part of the contract, where possible.

Please indicate if your proposal will be cost neutral to the council, at a cost to the Council or will provide an income to the council.

|  |  |
| --- | --- |
| **Contract Cost** | ✓ |
| No cost to the council |  |
| Cost to the council |  |
| Income to the council |  |

Please provide full details of any financial implications of your proposal for the council. Please also itemise any other charges not included in the list below.

Proposals that specify a revenue to the Council will be weighted at 80% of the 40% available. The bidder with the highest total cost of revenue to the Council will be awarded the 80% and other bidders’ proposals weighted proportionally. Proposals that specify a cost to the Council will be weighted at 20% of the 40% available.

Costs to the council

|  |  |  |
| --- | --- | --- |
| **Services and Charges** | **Cost (£)** | **Minimum Required** |
| Rental charge per machine per week |  |  |
| Operated service charge per machine per week |  |  |
| Maintenance service charge per machine per week |  |  |
| Management charge per machine per week |  |  |
| Invoice/Cup Charge and any minimum vends required per week |  |  |
| Minimum order of wholesale goods per week |  |  |
| Shortfall charge in respect of weekly goods ordered below the minimum level |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **TOTAL** |  |  |

Income to the council

Please provide details of any income that you propose to offer to the Council.

|  |  |  |
| --- | --- | --- |
| **Income to the Council** | **Amount (£)** | **Details** |
|  |  |  |
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| **TOTAL** |  |  |

# Section E : Form of Tender

I/WE having read the Form of Contract (and the amendments and additions thereto prescribed in the Specification) the Specification delivered to me/us (hereinafter referred to as "the said Documents") do HEREBY OFFER for the Pricing specified to execute and complete the whole of the services described therein.  
I/We hereby undertake to enter into a contract within fourteen days of being requested so to do in a form to be prepared by Basildon Borough Council.  
I/We agree that any obvious errors in pricing or errors in arithmetic that may be discovered by the Council in examination of the pricing/specification to be submitted by me/us if called upon so to do before acceptance of this offer shall have no effect on the amount of this offer unless the Council shall otherwise decide.

I/We understand that the lowest or any tender will not necessarily be accepted.

I am/We are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of

Print Name:

Job Title:

Email:

Telephone:

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Office (if a company) (if different from above) and company number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**NO OTHER FORM OF TENDER WILL BE ACCEPTED**

# Section F: Certificate of Assurance of Bona Fide Tender

In recognition of the fact that the essential purpose of Basildon Borough Council undertaking a tendering process is that Basildon Borough Council shall receive bona fide competitive tenders from all those tendering, , on behalf of hereby certifies that:

1. The tender submitted herewith is a bona fide tender that is intended to be competitive.

2. has not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.

3. has not done and undertakes that it will not do any of the following:

(a) communicate to another person or entity, other than the person calling for this tender, the amount or approximate amount of the proposed tender (except where the disclosure (in confidence) was essential to obtain insurance premium quotations required for the preparation of the tender

(b) enter into any agreement with any other person that they shall refrain from tendering

(c) enter into any arrangement as to the amount of any tenders to be submitted

(d) offer, pay, give, or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person or entity for doing, having done, causing or having caused to be done, in relation to any other tenders or proposed tenders, any act or thing of the type described above.

This the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Section G: Freedom of Information

Freedom of Information Act

The Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to the Council may be subject to disclosure to a third party in response to a request for information under the Act. The Council may also decide to include certain information in the publication scheme that we maintain under the Act or as otherwise required by legislation or Government policy. Tenderers are accordingly required to complete and return Schedule FOIA with their Tender for the purpose of identifying any information included in their submissions that they consider exempt from disclosure under the Act. Final determination shall be at the sole discretion of the Council.

|  |  |  |  |
| --- | --- | --- | --- |
| Section of Tender Document | Area to be considered exempt from disclosure and reason | Period of time to be considered exempt | signed |
|  |  |  |  |

|  |  |
| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
| **Company Name** |  |

# SECTION H: DECLARATION OF RELATIONSHIP

To facilitate an open and transparent approach to business transactions, the Council seeks the following information about its potential working relationships.

1. Does the person preparing the tender, or any of the Tenderers directors or other managing persons:

1. Have a familial relationship with any Councillor or employee of the Council? **YES/NO**
2. Have a close personal relationship with any Councillor or employee of the Council? **YES/NO**
3. Does any Councillor or employee of the Tenderer hold a directorship or other position of influence or control within the Tenderer? **YES/NO**

If the answer to either of the above is “yes”, please explain below. Include whether you consider there maybe any impact on the conduct of business and how you would accommodate or address any such issues.

|  |
| --- |
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| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
| **Company Name** |  |

# SECTION I: whistleblowing policy

**Counter Fraud & Corruption Arrangements**

(A copy of the full Framework is available on request from Basildon Borough Council’s Internal Audit Department, and is available on the Council’s Website under ’Report it’, Fraud & Corruption. A copy of the Audit Leaflet is attached for further information).

**Introduction**

In administering its responsibilities the Council is determined to combat fraud and corruption whether it is attempted on, or from within the Council. The Council is committed to an effective Counter Fraud and Corruption Framework. This commitment will result in the desired outcome of creating a zero tolerance culture, promoting high ethical standards, encouraging prevention, promoting detection, and formalising the procedures for investigation. This will assist by minimising the opportunity for fraud and corruption to exist within the Council’s systems. This Framework is in line with the strategic aims and objectives of the Council in relation to preventing crime and ensuring value for money.

The Framework applies to all employees, contractors and any persons or organisations doing business with the Council. The Framework applies to all aspects of the Council’s business. The Council may actively involve the police, pursue prosecution (wherever relevant) and consider action against individuals/organisations where fraud and corruption is identified.

The Council's Counter Fraud and Corruption Framework is based on a series of comprehensive and interrelated procedures designed to deter and hinder any attempted fraudulent or corrupt acts.

Definitions

Fraud and Corruption are defined as:

Fraud - The Fraud Act 2006, effective from January 2007, states that the offence of fraud can be committed in three ways:

* Fraud by false representation (Section 2 of the Act)
* Fraud by failing to disclose information (Section 3 of the Act)
* Fraud by abuse of position (Section 4 of the Act)

Further offences introduced in the Act are:

* Possession of articles for use in Fraud (Section 6)
* Making or supplying articles for use in Fraud (Section 7)
* Participating in fraudulent business carried on by a sole trader (Section 9)
* Obtaining services dishonestly (Section 11)

Further information may be obtained from the Internet under ‘The Fraud Act 2006’.

Corruption - Corruption is defined as the offering, giving, soliciting or acceptance of an inducement or reward, which may influence any person to act inappropriately.

**Bribery**

The Bribery Act 2010 came into force on 1 July 2011. Bribery has been viewed within the definition given above for Corruption.

The Bribery Act 2010 introduces four main offences:

Offences of bribing another person

A person is guilty of an offence if he/she offers, promises or gives a financial or other advantage to another person.

Offences relating to being bribed

A person is guilty of an offence if he/she requests, agrees to receive, or accepts a financial or other advantage.

Bribery of a foreign public official

A person who bribes a foreign public official is guilty of an offence if the person’s intention is to influence the foreign public official in their capacity, duty or role as a foreign public official.

Failure of commercial Organisations to prevent bribery

Organisations, which include Local Authorities, must have adequate procedures in place to prevent bribery in relation to the obtaining or retaining of business.

Reporting Procedure

The Council's expectation on propriety and accountability is that Members and employees at all levels within the Council will lead by example in ensuring compliance with all relevant law and adherence to the rules, procedures and recommended practices.

The Council also expects that individuals and organisations (e.g. suppliers and contractors) and other partners will act towards the Council with integrity and without thoughts or actions involving fraud or corruption. The Counter Fraud & Corruption Framework is circulated to partners through the Council’s partnership liaison officers. The Counter Fraud & Corruption Framework is available to contractors and suppliers through the Council’s Internet site under doing business with the Council.

The Council recognises that the primary responsibility for the prevention and detection of fraud rests with Management. It is a requirement, however, that all employees of the Council, Contractors & Partners report any irregularity, or suspected irregularity to Senior Management and if this is not appropriate then to the Section 151 Officer, or the Internal Audit Service. Concerns can also be raised via the email address at [whistleblowing@basildon.gov.uk](mailto:whistleblowing@basildon.gov.uk)

Members of the public are also encouraged to report any concerns to the Chief Executive, Commissioning Directors, Heads of Service, Managers and Internal Audit or through the Council’s official complaints procedure. Concerns can be reported in person, in writing, via phone or via the Council’s Internet, under ‘Report it’, on the designated reporting form. In relation to Housing Benefit fraud, the Council encourages members of the public to report any concerns through the benefit fraud hotline: 0800 085 1653 or e-mail: [fraudline@basildon.gov.uk](mailto:fraudline@basildon.gov.uk) , in line with national best practice.

### Culture

The Council fully accepts that the culture and tone of the Council needs to be based on honesty, opposition to, and identification of, fraud and corruption.

There is an expectation and requirement that all individuals and organisations associated with the Council, will act with integrity and that Members and Council employees, at all levels, will lead by example in these matters.

The Council's employees, Contractors & Partners and elected Members are an important element in the stance on fraud and corruption. They are positively encouraged to raise any concerns that they may have on these issues where they are associated with the Council's activity. It is important that they can do so in the knowledge that such concerns will be treated in confidence and appropriately investigated. In this regard the Council has produced a separate, complementary People Management Procedure Whistleblowing Policy: “Confidential Reporting Policy and Procedure.

Senior Management, through consultation with Internal Audit, are expected to deal swiftly and firmly with those who seek to defraud the Council or who act in any corrupt manner. The Council must be robust in dealing with any malpractice.

### Responsibility and Mechanisms for Prevention

Arrangements are in place to encourage the exchange of information, in line with the Data Protection Act, between the Council and other agencies on national and local fraud and corruption activity, in relation to local authorities.

It is a requirement of the Audit Commission that Local Authorities alert all acts of fraud and/or corruption exceeding £10,000 in value. The Internal Audit Service must co-ordinate the completion of the appropriate documentation, which will be sent to the Audit Commission.

Money Laundering

The term Money Laundering is generally used when describing dishonest activities that result in a financial gain. Money Laundering is the process of transferring ‘dirty’ money, i.e., money obtained through unlawful activity (commonly known as the proceeds of crime), into ‘clean money’ by processing the ill-gotten gains through a legitimate organisation.

Basildon Council will take reasonable steps to identify potential areas that are exposed to, or at risk of, Money Laundering affecting the organisation, in an attempt to minimise the risks, and report any suspicious activity to the Serious Organised Crime Agency.

# SECTION J : TENDER DELIVERABLES

|  |  |  |
| --- | --- | --- |
| **Responses to the information requested in sections:** | | |
| Section B | Specification and Requirements |  |
| Section C | Technical Questionnaire |  |
| Section D | Commercial Questionnaire |  |
| Section E | Form of Tender (signed) |  |
| Section F | Certificate of Bona Fide(signed) |  |
| Section G | Freedom of Information (if applicable) |  |
| Section H | Declaration of Relationship |  |