

# Part 1 – Tendering Instruction and Conditions

## 1 Introduction

Bishop’s Cleeve Parish Council (the Council) is seeking offers from Companies who can offer and supply cleaning and caretaking services to the Council for its buildings and facilities.

The Council has five main facilities / buildings that require servicing:

1. The Community Building, situated in Tobyfield Road, Bishop’s Cleeve. This is a mixed-use building serving the local community and requires care taking services opening / closing for regular and occasional bookers and Health and Safety testing, and cleaning. The Community Building is available for bookings between 0730 and 2200 hours Mondays to Sundays inclusive.
2. The Parish Office, Church Road, Bishop’s Cleeve. This building needs occasional out of hours setting up and opening / closing for bookings as well as daily cleaning.
3. The Pavilion, Cheltenham Road, Bishop’s Cleeve. This is currently used primarily in association with the Sports Field and for a weekly youth club. Weekly water and fire alarm testing needs to be carried out together with monthly emergency lighting testing and water temperature testing and cleaning.
4. The Sports Pitches, Cheltenham Road. Pitches need to litter picked and dog waste checked / removed on Saturdays and Sundays prior to use.
5. The Astro pitch, situated on Cheltenham Road, Bishop’s Cleeve, requires opening / closing for bookings up to 2130 hours Mondays to Sundays.

## 2 Enquiries concerning the Tender

Any query in connection with the Tender or the Invitation should be addressed to Amanda Winstone on [clerk@bishopscleevepc.org](mailto:clerk@bishopscleevepc.org) or 01242 674440.

The response by the Council as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the Council redirects the enquiry.

## 3 Completion of Tender

Your tender should comprise the following documents:

Part 4 - Pricing Schedule	Complete a detailed Pricing Schedule, to include hourly rates for any additional work agreed. The prices you quote should exclude VAT and the Price Schedule forms part of the offer made under this Contract.  If you are successful in your tender, the prices you have offered in the Price Schedule will be entered into the Contract Documents.
Part 5 – Qualification of the Contract	Include here details of any areas where you will not be able to comply with the terms and condition of contract as set out in this Invitation to Tender. Qualifications should only be made if you cannot meet with the requirements of the Contract.  If your tender is qualified, we reserve the right to reject it in total

Part 6 – Tender Offer	Complete and sign the Tender Offer letter and attach your tender offer.
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**You are not required to submit any other documents.**

#### **4 Delivery of Tender**

The Tender must be sent by hard copy to arrive no later than 3pm on Tuesday 19<sup>th</sup> September 2017, the Tender Date, to The Clerk to the Council, Bishop’s Cleeve Parish Council, Church Road, Bishop’s Cleeve, Cheltenham GL52 8LR and addressed as “Private and Confidential (CLEANING AND CARETAKING) TENDER DOCUMENTS ENCLOSED”.

Confirmation of receipt will be issued.

#### **5 Tender Evaluation**

The Council’s tendering process aims to ensure that the most suitable Supplier is selected for the contract. Should the Council proceed, the contract will be awarded to the Tenderer submitting the most economically advantageous offer assessed on the basis of quality, service provision and price proposals submitted in accordance with these instructions.

All relevant information requested in the tender documents and provided with the tender will be used in the tender assessment.

#### **6 Procurement Timetable**

<b>Tender Notice Issued</b>	14 <sup>th</sup> August 2017
<b>Tender Return</b>	19 <sup>th</sup> September 2017
<b>Tender Evaluation</b>	21 <sup>st</sup> September 2017
<b>Interview Day Clarification</b>	28 <sup>th</sup> September 2017
<b>Outcome Confirmation</b>	6 <sup>th</sup> October 2017
<b>Contract Start</b>	1 <sup>st</sup> November 2017

#### **7 Financial Standing and Resources**

The Council wishes to ensure that suppliers have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. The Council may undertake a credit check on all organisations who submit a tender.

## 8 Freedom of Information Act

The Freedom of Information Act 2000 applies to all the activities of Bishop's Cleeve Parish Council. As a Tenderer providing service to the Council, you should be aware of the Council's obligations and its responsibilities under the Freedom of Information Act 2000 to provide on request access to recorded information held by it. One of the consequences of these statutory responsibilities is that information which the Council holds about your organisation may be subject to disclosure, in response to a request, unless the Council decides that one of the various statutory exemptions applies.

## 9 Disclaimer

All information contained in this document together with any subsequent statements howsoever conveyed, in respect of this Tender process, is provided in good faith and given to assist you. However, the Council will not accept any liability in respect of the preparation or execution of your proposals, or any penalties / costs that you may incur thereof.

## 10 Modification by Bishop's Cleeve Parish Council

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the Council shall revise the Tender Date in order to comply with this requirement. Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

## 11 Payment

Payments will be due as follows:

Monthly in arrears following submission of invoice.

## 12 General Conditions

Heading	Condition
Costs	Bishop's Cleeve Parish Council will not be responsible for any costs or expenses incurred by the Tenderer in connection with either the preparation or delivery or in the evaluation of the Tender.
Validity of Tender	All details of the Tender, including prices and rates, are to remain valid for acceptance for 90 days from Tender return date.
Currency of Tender	Tender prices shall be pounds sterling. Bishop's Cleeve Parish Council will not be responsible for any banking costs incurred by the Tenderer in receiving currency after conversion from Sterling.
Treatment of Tender	Bishop's Cleeve Parish Council does not undertake to accept the lowest tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the Council and the Tenderer. The Council reserves the right to accept any part or all of any Tender or Tenders at its sole discretion.  No part of the Tender submitted will be returned to the Tenderer.

<b>Heading</b>	<b>Condition</b>						
Data Protection, Security, Ownership and Use of Data	<p>All Council data must remain in the control of the Council and the services supplied must comply with the Data Protection Act (2008) and maintain confidentiality and security of data.</p> <p>Any reports, notes of meetings, outputs, data, information and research findings will be property of the Council, all the rights pertaining thereto.</p> <p>Potential Suppliers must confirm in writing that they accept this ownership as part of their Tender submission.</p>						
Combined Liability Insurance	<p>It is a requirement of this Contract that the appointed Tenderer should be insured against Employers Liability, Public Liability and Professional Indemnity in accordance with the following schedule:</p> <table border="1" data-bbox="405 678 1337 846"> <tbody> <tr> <td data-bbox="405 678 874 734"><b>Employers Liability</b></td> <td data-bbox="874 678 1337 734">Limit of Indemnity - £10,000,000</td> </tr> <tr> <td data-bbox="405 734 874 790"><b>Public Liability</b></td> <td data-bbox="874 734 1337 790">Limit of Indemnity - £5,000,000</td> </tr> <tr> <td data-bbox="405 790 874 846"><b>Professional Indemnity</b></td> <td data-bbox="874 790 1337 846">Limit of Indemnity - £2,000,000</td> </tr> </tbody> </table> <p>(The Council will only contract with an organisation that holds the required levels of insurance as set out above, or those who are willing to bring these levels into effect for the framework start date).</p>	<b>Employers Liability</b>	Limit of Indemnity - £10,000,000	<b>Public Liability</b>	Limit of Indemnity - £5,000,000	<b>Professional Indemnity</b>	Limit of Indemnity - £2,000,000
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<b>Professional Indemnity</b>	Limit of Indemnity - £2,000,000						

## Part 2 - Specification

### 1 Community Building

<b>Daily</b>	Opening / closing and setting up of rooms as instructed through weekly calendar or e-mail. Usual operational hours are 0730 – 2200 hours
	Cleaning – to include vacuuming, dusting surfaces and skirting boards and removing cobwebs, clean kitchen work surfaces, wash floors, clean toilets and sinks, empty internal bins after sessions as required and at least once daily.
	Replenish toilet rolls, hand towels, soap etc as necessary.
<b>Weekly</b>	Put bins out and bring in after collection.
	Water flushing of outlets (all taps) – as per instruction given.
	Polish floors.
	Fire Alarm tests.
	Litter pick around building.
<b>Monthly</b>	Emergency lighting checks as per instructions.
	Water temperature checks as per instructions.
	Clean internal windows.
<b>Annually</b>	Deep clean to an agreed schedule.

### 2 Parish Office

<b>Daily</b>	Open / close and setting up for any out of hours bookings / meetings as instructed through weekly calendar or by e-mail.
	Cleaning – to include vacuuming, dusting – surfaces, skirting boards and removing any cobwebs, clean kitchen work surfaces, wash floors, clean toilets and sinks, empty internal bins.
	Replenish toilet rolls, hand towels, soap etc as necessary.
<b>Weekly</b>	Litter pick around Parish Office and in Parish Garden.
<b>Annually</b>	Deep Clean to an agreed schedule.

### 3 Pavilion / Sports Field

<b>Daily</b>	Open / Close gates as instructed.
<b>Weekly</b>	Water flushing of all outlets (all taps and showers) as per instructions. Fire alarm testing. Empty bins and remove rubbish from site (to Community Building bin). Litter pick and dog waste check / removal Sports Field and car park <b>twice weekly</b> on Saturdays and Sundays.
<b>Monthly</b>	Emergency lighting testing. Water temperature testing.
<b>Quarterly</b>	Clean all shower heads
<b>As required</b>	Cleaning of changing rooms and meeting room.
<b>Annually</b>	Deep Clean to an agreed schedule.

### 4 Astro

<b>Daily</b>	Open / Close the Astro facility, putting lights on prior to booking when instructed by weekly calendar or by e-mail. Empty bin.
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### 5 Play Parks

<b>Twice Weekly</b>	Litter pick in all play parks on Mondays and Fridays.
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### 6 Other

<b>Fortnightly</b>	Move Vehicle Activated Signs to new positions as instructed by the Clerk.
<b>As required</b>	Meet contractors on site to allow access to premises. General maintenance as instructed by the Clerk – additional charges will be payable at an agreed rate. Litter picking around the War Memorial.

## **Additional Information**

The Tendering Contractor is to supply all cleaning equipment, including potable floor washer / drier / polisher and chemicals as required with Site Manuals to be provided for use of chemicals.

Toilet rolls and hand soap will be provided by the Council.

Tendering Contractor to confirm that appropriate training is given to all employees and that full Risk Assessments are carried out, with a copy signed and submitted annually and when new employees start. Tendering Contractor to confirm that employees have undertaken the necessary training to carry out the water testing element of the specification

Successful company to submit training record to Council - COSHH and Risk Assessments, which are signed by the Company and the employees.

Minor maintenance and repairs to be carried out as required (for which additional charges may be made if necessary payable at the contractor rate).

Daily / weekly schedule is subject to change depending on the requirements elsewhere and seasonal requests and time allocated. Weekly report to be completed by Tendering Contractor Staff.

Tasks organised and timetabled on a weekly basis with the Clerk to the Council and notified by e-mailed calendar. Additional caretaking tasks will be identified on the submitted calendar and / or discussed as necessary. Schedule to be reviewed monthly by Contractor and Clerk to the Council.

The Tender should incorporate provision for annual increases in line with National Minimum Wage or National Living Wage if applicable.

The successful Tenderer will be key holders for all of the Council's buildings / facilities and as such will be responsible for the safe keeping of the same.

The TUPE Regulations 2016 may be apply with regard to this contract.

## **Part 3 – Pricing Schedule**

***Please read this section carefully.***

Your Tender should provide a detailed breakdown of costings, and specify an hourly rate for any additional work that may be required beyond that agreed in the Contract.

Please note that costs should cover all consumables, travel and equipment.

## **Part 4 – Qualification of the Contract**

The Tenderer should submit details under this heading only if unable to comply with the contract terms indicated in the Contract documents as Part 5 – Contract Documents of the Invitation to Tender.

## **Part 5 – Contract Documents**

Any Contract which may result from this Invitation to Tender will contain the following documents, changed only in accordance with any agreement reached during the post-tender clarification and negotiation:

- A) The specification in the tender at Part 2 – Specification.
- B) The Tender's Tender offer.
- C) The prices submitted in the Price Schedule of the Successful Tenderer's Submission.
- D) Any qualifications to the contract accepted by the Council.



## Part 6 – Tender Offer

The following letter should be included in your tender offer.

**BISHOP'S CLEEVE PARISH COUNCIL**

**(FOR THE ATTENTION OF: Amanda Winstone, Clerk to the Council)**

**Date:**

Dear Sirs

**Contract for: Bishop's Cleeve Parish Council Cleaning, Maintenance and Caretaking Contract**

I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in Part 5 – Contract Documents, I / we offer to supply the services described in the said Contract documents in such manner as may be required.

1. By submission of this Tender, I/we warrant that:
  - The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
  - Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be disclosed.
  - No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
2. **Terms and Conditions** – I / We agree that this tender and any Contract that may result therefrom shall be based upon the documents listed below in Part 5 – Contract Documents of the Invitation to Tender.
3. The prices quoted in this Tender are valid for 90 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.
4. I / We note that the Contract shall be valid upon acceptance and signatures by both parties of the Contract Documents, and that the date of commencement of the provisions of services under the contract shall be **1<sup>st</sup> November 2017** unless an alternative date has been agreed and inserted in the Contract.
5. I / We agree that any Contract that may result from this Tender shall be subject to English Law.
6. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.
7. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with

this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature** \_\_\_\_\_

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

In the capacity of \_\_\_\_\_  
(Please state official position, for example, Director, Manager, Secretary, etc.)

being a person duly authorised to sign tenders on behalf of

Tenderer's name: \_\_\_\_\_

Telephone: \_\_\_\_\_

<b>Company Name and Address:</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	

<b>Authorised Personnel:</b>	
<b>Position in Company:</b>	
<b>Date:</b>	