GB-Shrewsbury: Window Cleaning GB-Shrewsbury: Window Cleaning

Competitive Contract Notice

1. Title: GB-Shrewsbury: Window Cleaning

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregare, Shrewsury, SY2 6ND, United Kingdom

Tel. 01743 252993, Email: procurement@shropshire.gov.uk, URL: http://www.shropshire.gov.uk

Attn:

3. Contract Type: Services

Sub Type: Building-cleaning services and property management services.

4. Description: Accommodation, building and window cleaning services. We are seeking to appoint a single provider to a framework for window cleaning services. This will include the corporate offices of the Council and other premises as and when required.

The framework will start on 1 May 2015 and run for 2 years, with the option to extend for a further 2 year period.

5. CPV Codes:

90911000 - Accommodation, building and window cleaning services.

6. NUTS Codes:

UKG22 - Shropshire CC

- 7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,
- 8. Reference Attributed by the Awarding Authority: IOC 145
- 9. Estimated Value of Requirement: Category J: 25K to 50K

Currency: GBP

- 10. Deadline for Expression of Interest: 21/04/2015 12:00:00
- 11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregare, Shrewsury, SY2 6ND, United Kingdom

Tel. 01743 252993, Email: procurement@shropshire.gov.uk, URL: http://www.shropshire.gov.uk Attn: Nigel Denton

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

For more information about this opportunity, please visit the Delta eSourcing portal at: https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Window-Cleaning/PP47B8B43P

To respond to this opportunity, please click here:

https://www.delta-esourcing.com/respond/PP47B8B43PTKR-2015316-PRO-6441221

Suitable for VCO: No Procedure Type:OPEN

Period of Work Start date: 01/05/2015 Period of Work End date: 30/04/2017

Funding: N/A

Is this a Framework Agreement?: yes



INSTRUCTIONS FOR TENDERING

IOC 145 – Window Cleaning Framework

Shropshire Council Instructions for tendering

Contract Description:

We are seeking to appoint a single provider to a framework for window cleaning services. This will include the corporate offices of the Council and other premises as and when required. The framework will start on 1 May 2015 and run for 2 years, with the option to extend for a further 2 year period.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for a framework of service providers in specific categories of window cleaning who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of 2 years commencing on the 1st May 2015 with the option to extend up to the 30th April 2019.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required to provide quotes for individual window cleaning services in accordance with the contract throughout the duration of the framework agreement.

3.0 <u>Preparation of Tenders</u>

3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
 - a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) 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 the purpose.
- 3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- 3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 <u>Tender Submission</u>

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon**, 21st April 2015 through the Delta Tenderbox.

- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- **4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- **4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 <u>Variant Bids</u>

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 <u>Tender Evaluation</u>

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 <u>Clarifications</u>

- **7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- **7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- **7.4** All queries should be raised as soon as possible (in writing), in any event not later than 14 April 2015.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- **8.1** The Council shall not be committed to any course of action as a result of:
 - i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 <u>Confidentiality</u>

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- **9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- **9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- **9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- **9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

- **9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- **9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- **9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- **9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- **9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

- Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: http://www.ico.gov.uk

11.0 Disqualification

- 11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) 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 preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) 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 or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a

Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 <u>E-Procurement</u>

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 Acceptance

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers of window cleaners who will be asked to quote as appropriate for opportunities throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.
- 15.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for window cleaning. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and new legislation requirements.
- All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.
- Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas].
- The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 1 May 2015.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 <u>Liability of Council</u>

17.1 The Council does not bind himself to accept the lowest or any tender.

- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 <u>Declaration</u>

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of)
Date	



Tender Response Document

IOC 145 – Window Cleaning

Name of TENDERING ORGANISATION (please insert)

ServiceMaster Limited

Shropshire Council Tender Response Document

Contract Description:

We are seeking to appoint a single provider to a framework for window cleaning services. This will include the corporate offices of the Council and other premises as and when required.

The framework will start on 1 May 2015 and run for 2 years, with the option to extend for a further 2 year period.

Instructions for the completion of this document

- This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
- 2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) 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 the purpose.
- 3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
- 4. Where copies of certificates and other details are requested **a copy must** be uploaded and accompany your Tender Response Document.

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Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will <u>not</u> be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria - Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available	
	Price 60% (600 marks)		
Section G / Q 1	Price	60% / 600 max marks	
	Total for price	60% / 600 max marks	
	Quality 40% (400 marks)		
Section G / Q 2	Qualifications & Accreditations	5% / 50 max marks	
Section G / Q 3	Safe Working	10% / 100 max marks	
Section G / Q 4	Resources to be used in operating the contract	10% / 100 max marks	
Section G / Q 5	Delivery of Service	10% / 100 max marks	
Section G / Q 6	Social Value Proposals	5% / 50 max marks	
Total for quality 40% / 400 max marks			

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	9	
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the

		response.
	5	
Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for Quality will receive the full 40% available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **60%**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

1. Form of Tender

	Form of Tender
Shropshire Council Tender for window cleaning framework	
accepted in whole, or in part, will create a be cleaning service at the prices and terms ag	ents an offer to Shropshire Council that if binding contract for the provision of a window greed and subject to the terms of the invitation Terms and Conditions, copies of which we
Signed Date	Name
Designation Company	
. ,	
Address	
	Post Code
Tel No	Fax No
E-mail address	
Web address	

2. Non-Canvassing Certificate

٨	lon-Cany	nnizzev	Certificate	
ı١	on-Can	v a S S II I G	Continuate	,

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of)
Date	

3. Non-Collusive Tendering Certificate

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ı١	1011-6011	コシロケー	I CHUCHIIU	Certillicate

To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying 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 Tender or proposed Tender for the Services any act or omission.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of)
Date	, and the second

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No	If yes, please give details:
----	------------------------------

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of)

Section B:

Applicant Organisation Details

1.	Applicant Details		
1.1	Name of contracting Company/Organisation:		
Address: ServiceMaster Clean Contract Services West Midlands Unit B3, Halesfield 11, Telford , Shropshire			
Postcode: TF7 4PH			
	Tel: 0195 258 6600		
	Email:		
1.2	Registered name (if different from above): ServiceMaster Limited		
	Registered Office Address: ServiceMaster House, Tigers Road, Wigston, Leicester		
	Postcode: LE18 4WS		
	Company registration number: 01250088		
1.3	Details of the individual completing this application and to which we may corre	espond:	
	Name:		
	Job title: Business Development Manager		
Correspondence Address: ServiceMaster Clean Contract Services West M Unit B3, Halesfield 11, Telford , Shropshire		ands	
	Postcode: TF7 4PH		
	Tel: 0195 258 6600		
	Email:		
1.4	Type of Organisation (please tick all those appropriate):		
(a)	Sole trader		
(b)	Partnership		
(c)	Private Limited Company	✓	
(d)	Public Limited Company		
(e)	Charity/Social enterprise		
(f)	Franchise		
(g)	Public Sector Organisation		
1.5	Are you a Small or Medium Sized Enterprise (SME) *An SME can be defined as an enterprise which employs fewer than 250 people	NO	

	If No, Please confirm you are an enterprise which employs more than 250 people	YES
--	--	-----

2.	Company History/Background	
2.1	Date Company established: 24 th December 1976	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:	
	Registered Name:	
	Registered Address:	
	Postcode:	
	Registration Number:	
2.4	How many years has your company been providing a window cleaning service?	
		years
2.5	Total number of employees: personnel for the local office to supply the contract	
2.6	Total number of employees engaged solely in the provision of window cleaning?	

Section C:

Financial & Insurance Information

1.	Insurance Details		
*	Why do we need to know this?		
	We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.		
	Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.		
1.1 (a)	Please Confirm that you hold a m Liability Insurance	ninimum of £5,000,000 Public	YES
(b)	Please detail the relevant policy i apply to the policy.	nformation and state if any conditions	or exceptions
	Name of Insurance Company	Darwin Clayton	
	Date policy taken out	21st January 2015	
	Expiry date of the policy	20 th January 2016	
	Policy number/reference		
	Conditions/Exceptions		
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance		YES
(b) Please detail the relevant policy information and state if any corapply to the policy.		nformation and state if any conditions	or exceptions
	Name of Insurance Company	Darwin Clayton	
	Date policy taken out	21st January 2015	
	Expiry date of the policy	20 th January 2016	
	Policy number/reference		
	Conditions/Exceptions		

1.3 Please enclose photocopies of your Certificates of Insurance Enclosed duly signed as authentic copies of the originals YES 2. **Financial Details** Why do we need to know this? Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required. How the Council evaluates this information will vary given the nature of the contract to be awarded. 2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts Account Company **Enclosed** Profit(Loss) <u>Year</u> <u>Turnover</u> 2012/13 YES 2013/14 YES (If exact figures are not available please provide your best estimate of the figures required) 2.2 Please show below your company's turnover in the provision of window cleaning, in the last two financial years. (Please insert figures – do not refer to attached accounts) **Year** Turnover in relation to window cleaning 2012/13 2013/14 (If exact figures are not available please provide your best estimate of the figures

required)

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	
	N/A	

2.	Contract Terminations/Deductions
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.
	N/A
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.
	N/A

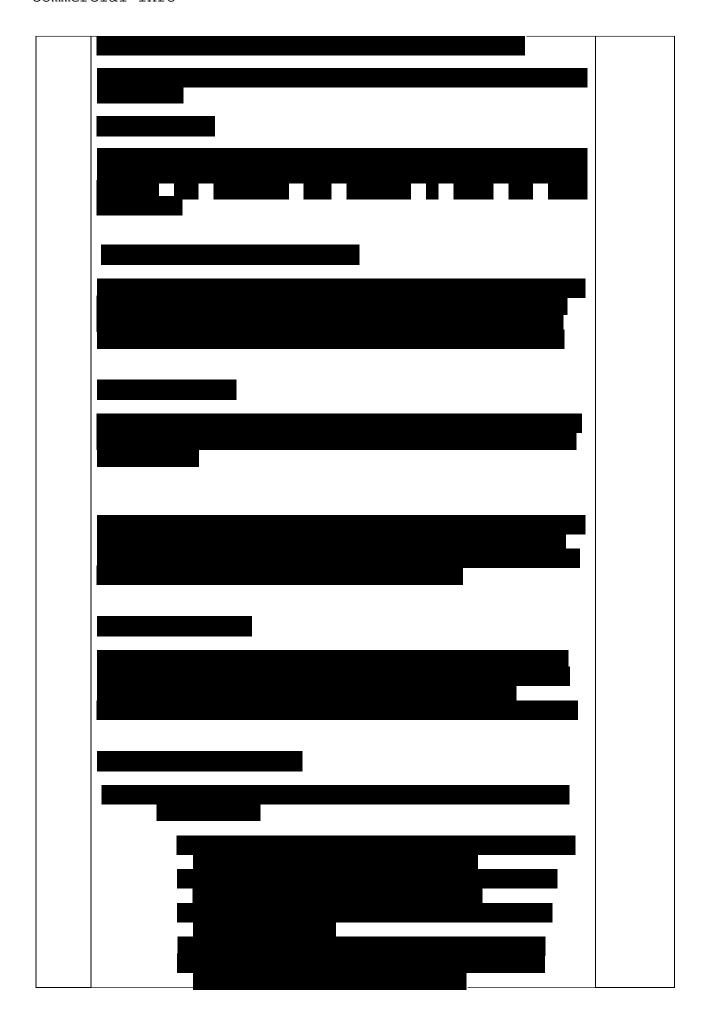
Section E:

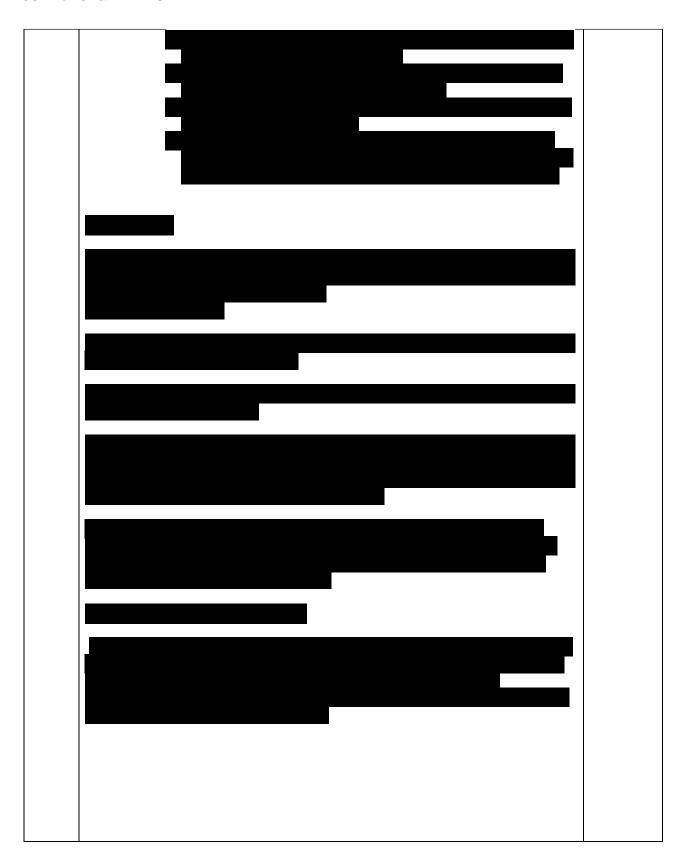
Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	Why do we need to know this?	
	We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.	
	Health & safety measures do not have to be expensive, time consuming or complicated — especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.	
	Information to help small companies is available on the Health and Safety Ex (HSE) website.	recutive's
	Health and Safety Executive's website: http://www.hse.gov.uk/	
	Looking after your Business: http://www.hse.gov.uk/business/	
	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm	
1.1	Does your organisation have a formal health and safety policy or statement?	YES
	*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)	
	Please tick here if copy enclosed	
1.2	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?	YES
1.3	If YES to 1.2 please supply the following details as well as a copy of any cert	ificates.
	Please tick here if a copy of certificate attached ✓	

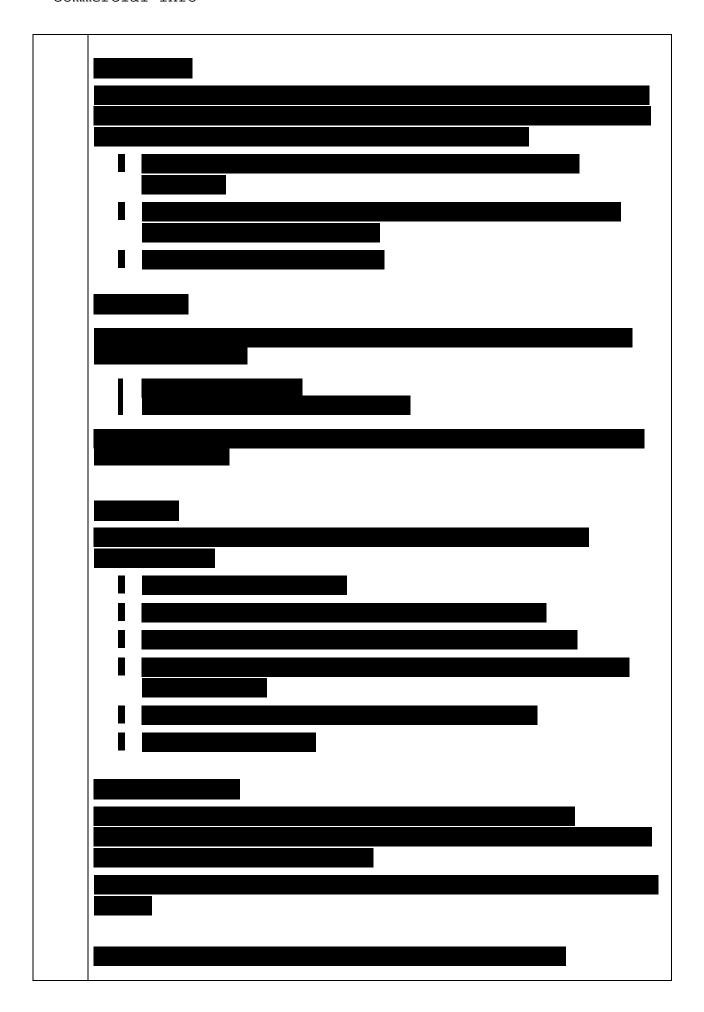
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measure have taken to ensure the issue(s) will not re-occur). N/A	ires you
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe w procedure, or safety method statements.)	rorking
1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given.	

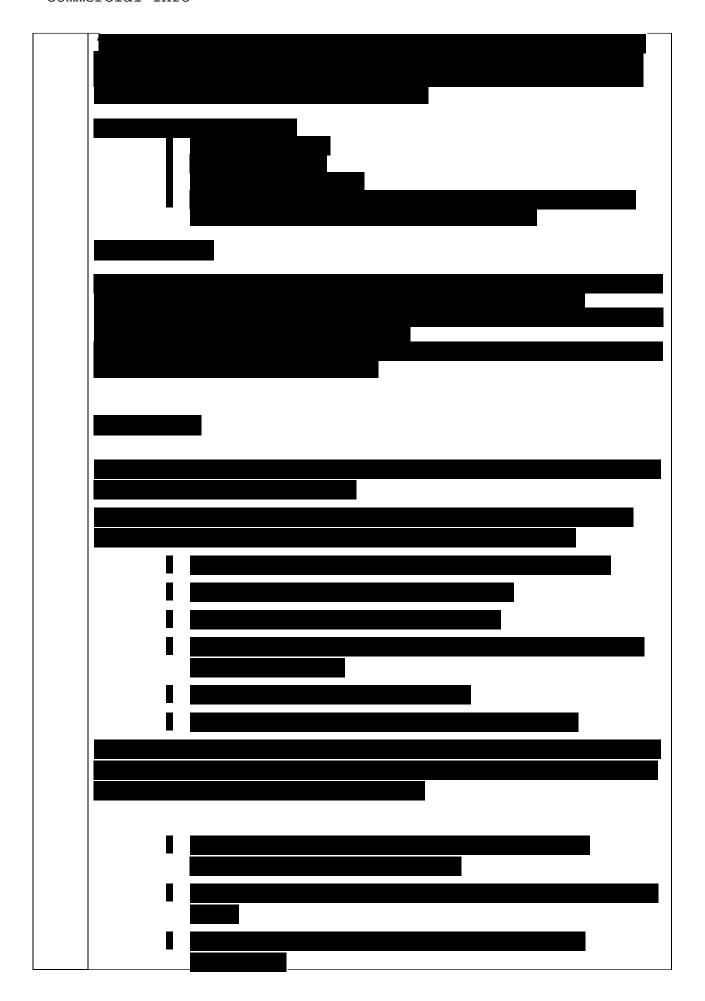
1.10	Does your company monitor: (a) Accidents (b) III health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES

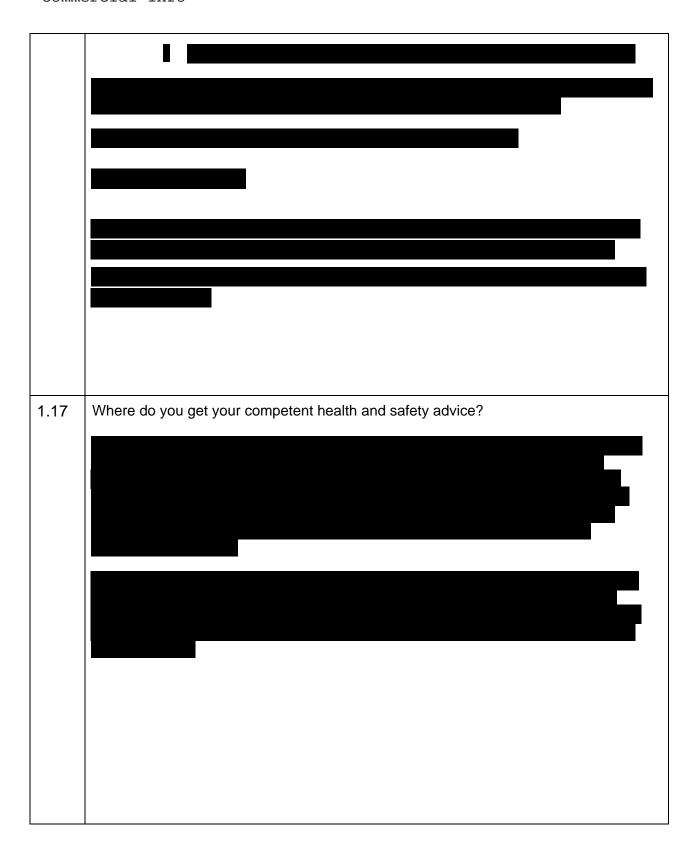




1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.				
			Total		
	No. of accidents reported under RIDDOR last year	0			
	No. of accidents reported under RIDDOR this year	0			
1.13	Does your company consult v		es on health and safety?	YES	
	If YES, please give details be	elow.			
1.14	Will you be using any sub cor	ntractors as pa	art of this contract?	NO	
1.15	If YES to 1.14 please give de	tails of who yo	our sub contractors are.		
	N/A				
4.40	KVEO to 4.44 bar. I	anna (b			
1.16	If YES to 1.14 how do you en	sure they are	competent?		







2.	Equal Opportunities	
*	Why do we need to know this?	

The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination. We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership. The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination. Information to help small companies is available at: Equality and Human Rights Commission http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/ Useful links for guidance & Information http://www.equalityhumanrights.com/advice-and-quidance/here-forbusiness/guidance-for-small-and-medium-size-businesses/related-links/ 2.1 How do you comply with your statutory obligation under UK/EU equalities Enclosed and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)? YES - UK/EU equalities and discrimination legislation includes:-- Human Rights Act 1998 - Equality Act 2010 Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature. 2.2 As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below. Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; Advance equality of opportunity between those who share protected characteristics and those who do not:

	Foster good relations between those who share protected characteristics and those who do not.			
	How do you promote equality in your service delivery and towards your emp management as part of your operations?	loyee		
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO		
2.4	If YES to 2.3, please give details. N/A			
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO		
2.6	If YES to 2.5, please give details. N/A			
2.7	(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9) How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?			
	Please provide evidence of the above. N/A			
2.8	Do you have a grievance process to address all complaints relating to perceived discrimination? Provide evidence for the above	N/A		

2.9	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.			
	Confirmed	N/A		

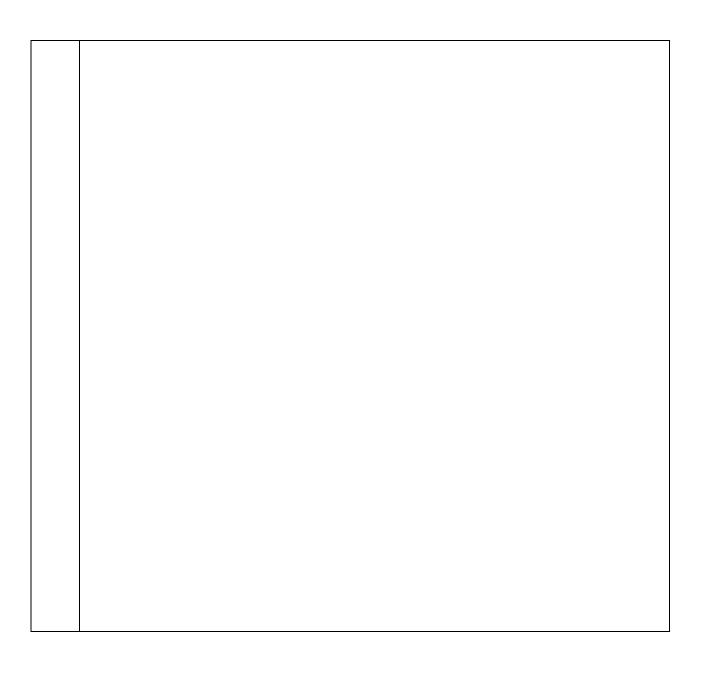
Section F:

Contract Experience and References

1.	Contract Experience and Reference	ces				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)	
1					01/01/2012 – Ongoing	
2					01/06/2014 — Ongoing	
3					01/10/2014 – Ongoing	
4						
5						
6						
7						

8			
9			
10			

2.	
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required services.



Section G:

Tender Schedule

1.	Pricing Schedule					
	The Council is considering a suggested cleaning schedule of cleaning the windows internally and externally once a year on its properties.					
	Please note, the buildings shown are indicative of our requirements in each area and future buildings may be added in the future with mutual agreement.					
	All prices shown should be excluding VAT Please complete this section if you wish to tender for work in this area					
1.1						
	Number Estimated Cost for Cost for					
	Address	Of Ctoroug		Internal		
1.1	Number Estimated Cost for Cost for					

			windows	windows	windows
	Shirehall Abbey Foregate, Shrewsbury SY2 6ND	6	1,750		
	Annexe Abbey Foregate, Shrewsbury SY2 6ND	1	33		
	Crown Court Abbey Foregate, Shrewsbury SY2 6LU	1	110		
	Vicarage Abbey Foregate, Shrewsbury SY2 6ND	3	29		
1.2	Please confirm your price	firm period			

2. Qualifications & Accreditations

2.1 Cleaning the windows on some of these buildings requires working at height

Are you a member of the International Rope Access Trade Association (IRATA) or International Powered Access Federation (IPAF) or EU equivalent?

YES / NO



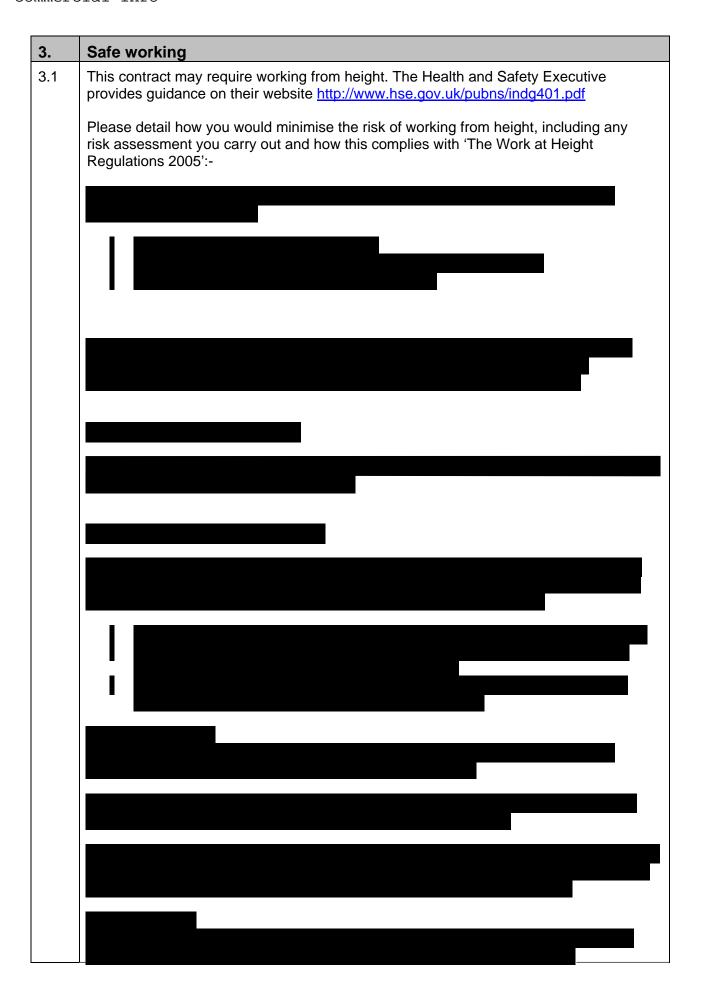
Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application e.g. Federation for Window Cleaners, British Institute of Cleaning Services or EU Equivalent.

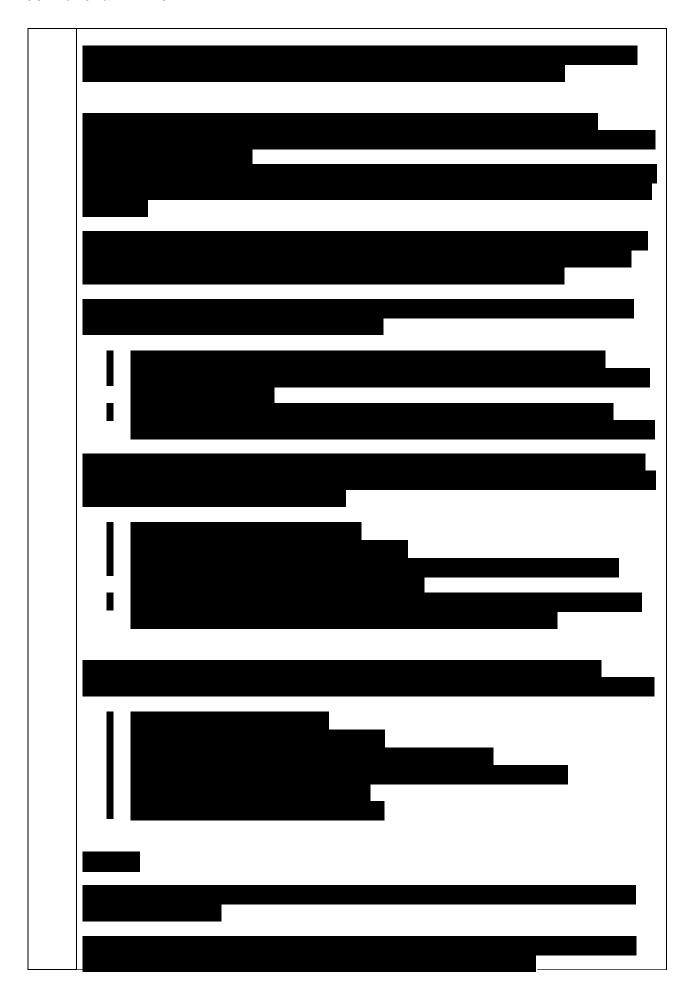
Please state whether the award belongs to the company or an individual.

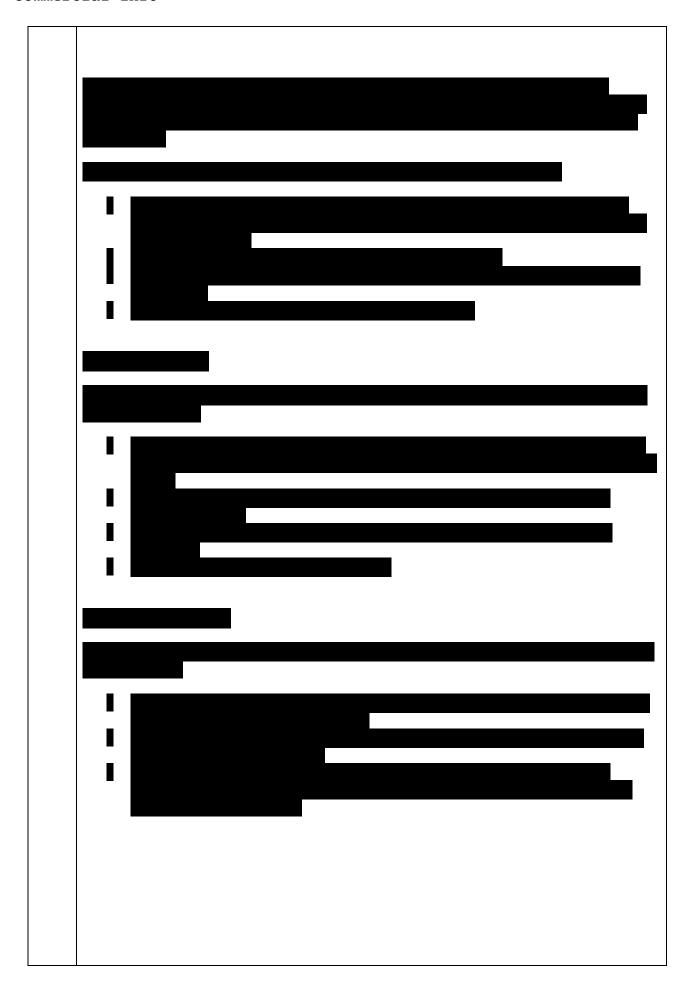
Safe Contractor British Institute of Cleaning Science ISOQAR ISOQAR ISOQAR ISOQAR ISOQAR ISOQAR ISOQAR ISOQAR ISOQAR	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	British Institute of Cleaning Science ISOQAR		Feb 2015 Oct 2013	Feb 2016 Nov 2016

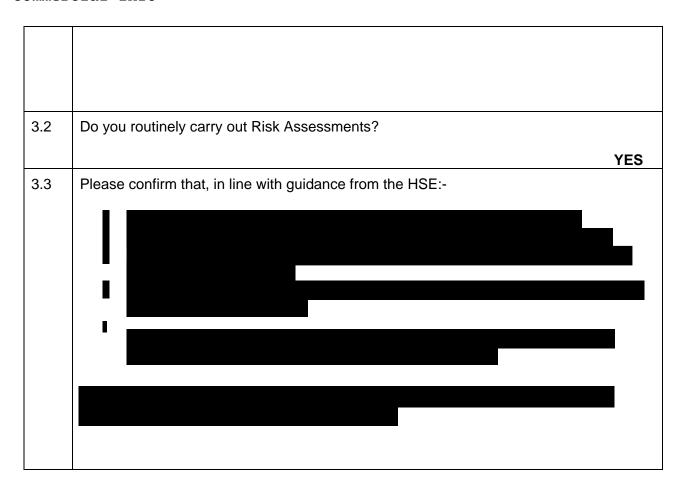
Please provide copies of the certificates you have given above or other proof of the qualifications.

Enclosed YES

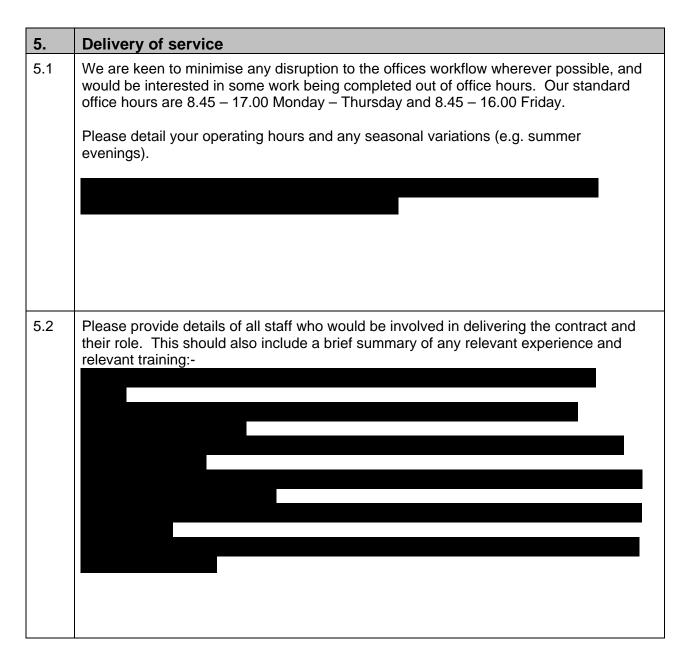


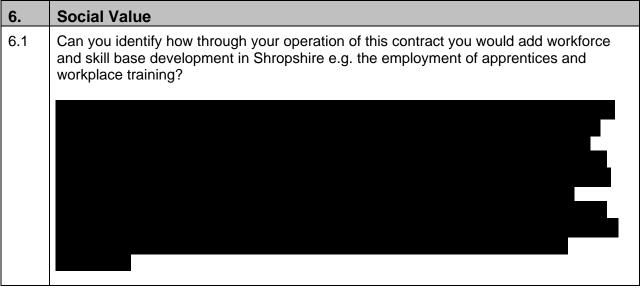






4.	Resources to be used in operating the contract
4.1	We need to understand how you propose to clean each site within the areas you are applying for.
	Please detail the equipment you propose using on each of the sites you're applying for:-
4.2	Please detail the cleaning solutions you propose to use and any safety considerations in handling the fluid:-







personal & commercial info

ServiceMaster Clean Contract Services West Midlands Unit B3, Halesfield 11 Telford

Emailed to

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 25 June 2015

Dear Sirs

IOC 145 – WINDOW CLEANING FRAMEWORK

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the provision of the above framework as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force; this period will end at midnight on 6 July 2015.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this tender was set out in full in the Invitation to Tender with quality accounting for 40% and price for 60% of the total marks.

We can confirm that your tender received the following scores and ranking against those criteria:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	(out of all 5
Price (out of 600 marks)	600		
Quality (out of 400 marks)	331		
Overall	931		









We will be in touch with you again at the end of the standstill period.

Yours faithfully

Head of Commercial Services Shropshire Council Area Facilities Officer Shropshire Council