



**St Ives Town Council**  
Invitation to Tender (ITT)  
Public Conveniences Cleaning Contract

**StIves-ITT-0002-22**

**DATED**

1 June 2022

NAME OF AUTHORITY: St Ives Town Council
TENDER FOR: Cleaning of 7 sites of public toilets
CONTRACT NOTICE REFERENCE NUMBER: reference StIves-ITT-0002-22
TENDER RETURN DATE AND TIME ( <b>DEADLINE</b> ): Midday Thursday 30 <sup>th</sup> June 2022

## **1. Introduction and background**

### **1.1 Contents of the ITT**

This invitation to tender (**ITT**) comprises:

- Tender completion requirements, evaluation model, specification, and schedules.
  - i. Schedule 1: Conditions of Contract
  - ii. Schedule 2: Service Specification
  - iii. Schedule 3: Site Schedule
  - iv. Schedule 4: Provisional list of employees currently providing the Services
  - v. Schedule 5: Applicable policies
  - vi. Schedule 6 Commercially sensitive information
  - vii. Schedule 7: Parent guarantee
  - viii. Schedule 8: Form of Tender
- Responses to requirements, including pricing schedule and method statement questions (as completed by the Contractor ).
- A list of commercially sensitive information (as completed by the successful Tenderer).
- Appendix 1 Qualification Stage Evaluation.
- Appendix 2 Key Performance Indicators

## 1.2 Introduction to the Council

A contract notice was placed on the Find a Tender Service with reference StIves-ITT-0002-22 and the ITT was made available on 1 June 2022 with reference St Ives (Cornwall) Toilet Cleaning Contract.

The Council is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the services described in the Specification (**Services**).

The Council is conducting this procurement pursuant to the open procedure because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract. It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Conditions of Contract. Accordingly, Tenderers are encouraged to make the best use possible of the clarification process. Since there will be no dialogue or negotiation, Tenderers must ensure that they have understood the Council's requirements and comments in Tenders such as "for discussion" or "to be worked up in discussion with the Council" are likely to fare worse on evaluation and may render the Tender unacceptable

This ITT contains further information about the procurement process, the Services, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

St Ives Town Council ("the Council") owns and manages the majority of public conveniences in the Parish of St Ives (including St Ives, Carbis Bay and Halestown). Cleaning services are currently contracted out to an external supplier. The Council wishes to re-commission the contract. The contract will cover public conveniences (male, female and disabled) at 7 sites, 6 being in the town and 1 at Carbis Bay, Cornwall. *In addition, tenderers are asked to price for two additional facilities and additional service sanitary waste, an additional site and / or ad hoc cleans, which the Council may wish to bring into the service scope in accordance with the terms of the Conditions of Contract.*

The Council seeks to maintain a high standard and quality of cleaning services. The Services described in this invitation to tender are to be undertaken in a manner which demonstrates the Council's commitment to excellent customer service and the importance of the facilities to St Ives' status as a visitor economy. The Services will be carried out in accordance with the Specification.

The Council does not consider that subdivision into lots would be appropriate, as this could risk rendering the execution of the contract excessively

technically difficult or expensive, and the need to coordinate different contractors for the lots could seriously risk undermining the proper execution of the contract.

### **1.3 Value of the contract**

The current service handles work to a value of £170,000 in a two year period.

The anticipated value of the Services is approximately £270,000 over the proposed three year contract period.

Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Conditions of Contract.

### **1.4 Contract term**

The Initial Term will be 3 years commencing on 1 September 2022. The Council will be entitled at its absolute discretion to terminate the contract on the expiry of the 1<sup>st</sup> anniversary of the contract including but not limited to in the event of unsatisfactory performance by the Contractor. The Council may extend the Initial Term, subject to satisfactory performance and at the sole discretion of the Council for up to a further period or periods of up to 2 years making a total possible Term of 5 years.

The anticipated service commencement date is 1<sup>st</sup> September 2022.

### **1.5 Purpose and scope of this ITT**

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

- Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract

## 1.6 Clarifications about the Services or ITT

This ITT should provide all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as appropriate to enable them to complete their Tender. Questions must only be asked via the email to [tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk) specifying **Toilet Cleaning Contract - request for clarification** in the subject line for of the email.

The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Council's response to them on via an email (**Clarifications Log**). The Council is committed to maintaining a competitive and transparent procurement process including ensuring that information given in response to Tenderers' questions is equally available to all Tenderers. Responses to Tenderers' questions will be supplied to all Tenderers on a uniform (and anonymised) basis. If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers. Where a request for information or question is commercially sensitive, but the point is of general application, a distilled and sanitised version of the question and answer may be circulated. Similarly, any further clarification of issues arising or addenda will be circulated to all Tenderers in writing.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2. The Council reserves the right not to answer questions received after this date.

Tenderers should note that it is their responsibility to review all previous questions and answers that have been asked and answered as well as any additional information that might be circulated by email from time to time. Therefore, it is recommended that Tenderers regularly check their emails and keep their email addresses up to date.

Tenderers are advised not to rely on communications from the Council in respect of the Services or ITT unless they are made in accordance with these instructions.

The Council reserves the right to issue amendments or modifications to the ITT. Any such amendments will be issued to all Tenderers simultaneously directly and Tenders will be assumed to take such amendments, and any modifications or amendments arising from the ITT, into account.

## 1.7 Clarifications about the contents of the Tender

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

## 2. Tender Timetable

### 2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

<b>Event</b>	<b>Date</b>
Deadline for receipt of clarifications	Monday 13 <sup>th</sup> June 2022
Target date for responses to clarifications	Thursday 16 <sup>th</sup> June 2022
Deadline for receipt of Tenders	Thursday 30 <sup>th</sup> June at midday
Evaluation of Tenders and internal approval process	Monday 4 <sup>th</sup> July 2022
"Standstill" Letters issued	Tuesday 5 <sup>th</sup> July 2022
"Standstill" period	From Tuesday 5 <sup>th</sup> July to Friday 15 <sup>th</sup> July 2022
Confirm contract award	Monday 18 <sup>th</sup> July 2022
Commencement Date	Thursday 1 <sup>st</sup> September 2022

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

## **2.2 Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Tenderers of any change.

## **2.3 References**

Tenderers are requested to supply three references. References will be used to verify the technical proposals put forward in the Tender and will not be scored.

The Council reserves the right to seek references from any of the Tenderer's customers, including the Council, whether or not the Tenderer has listed such customers as referees.

## **2.4 Site visits**

The Council recommends that prior to tendering, all Tenderers should undertake site visits to ascertain the nature of the sites, local conditions which are likely to affect the delivery of the Services.

## **2.5 Contract award**

The Council may award the Contract(s) on the basis of a Tender OR Variant Bid submitted in accordance with the instructions below.

Following submission of Tenders they will be evaluated in accordance with the methodology set out in Section 4 below and Appendix 1 to this ITT. The Tenderer who submits a Tender with the highest overall score will be the most economically advantageous tender and will be selected as the Successful Tenderer.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the PCR 2015 before entering into any Contract(s).

## **2.6 Debrief**

The contract award notification will be sent to each Tenderer. The Council will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

## **3. Tender completion information**

### **3.1 Formalities**

All documents comprising the Tender must be completed and sent by email to [tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk) with "St Ives public conveniences cleaning contract" as the subject line of the email by the Deadline.

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must provide separate copies of the embedded documents as attachments.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender (whether a Reference Bid or a Variant Bid) must be uniquely named or referenced.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.
- Tenderers should use calibri or ariel 11pt.

The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this



ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must provide an executed Form of Tender Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

### **3.2 Submission of Tenders**

Each Tenderer:

- Must submit one Tender.
- May submit a Variant Bid, subject to the conditions set out below.

The Tender must meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Council in its own right.

### **3.3 Variant Bids**

Tenderers are permitted to submit one Variant Bid (**Variant Bid**) to the Council (subject to the requirements of a Variant Bid set out in this paragraph).

A Variant Bid must meet the minimum requirements applicable to a Reference Bid, except for any changes made in respect of the following options (a Tenderer may choose to include any or all of these variant options in a Variant Bid):

- Bids which propose revisions to the cleaning methodology
- An additional service component
- Service levels

A Variant Bid will only be considered once the Council has determined that the Tenderer has submitted a compliant Reference Bid.

A Variant Bid must not be used for the purposes of imposing the Tenderer's own conditions of service provision.

If a Tenderer is in any doubt about the acceptability of any proposed Variant Bid, it may request clarification from the Council before formal submission.

Tenderers must:

- State which of the variants or which combination of the variants above applies to the Variant Bid.
- Provide any information requested regarding the particular type(s) of Variant Bid.
- Provide a summary of the costing and solution differences.
- Detail the benefits to the Council of those differences against the relevant Reference Bid.

### **3.4 Conditions of Contract**

The Conditions of Contract that the Council proposes to use is attached at 0. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Conditions Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and the Council will consider whether any amendment to the Conditions of Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed.

The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.

The successful Tenderer shall be liable for any loss or damage incurred by the Council if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

### **3.5 Documents forming the contract**

The following documents shall form part of the Contract between the Council and the Contractor:

- Conditions of Contract and its schedules.
- Specification.
- Schedules (such as service levels, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the Contractor).
- Responses to requirements **OR** method statement questions (as completed by the Contractor).
- A list of commercially sensitive information (as completed by the successful Tenderer).

### **3.6 Consortia and subcontractors**

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Contractor.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Contractor and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Contractor, but envisage that one of their number will be the Contractor, the remaining members of that group will be subcontractors to the Contractor.

### **3.7 Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will

any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

In submitting a Tender the Tenderer warrants, represents and undertakes to the Council that:

- it has not done any of the acts or matters referred to in paragraph 3.10 below and has complied in all respects with these Instructions to Tenderers
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are at the date of the Tender true, complete and accurate in all respects and that it will promptly notify the Council in writing of any changes which affect such information, representations or other matters of fact;
- it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
- it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council that may adversely affect such financial standing in the future; and

- it has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

### **3.8 Confidentiality and Freedom of Information**

All information supplied by the Council to Tenderers (including this ITT and all other documents relating to the procurement), whether in writing or orally, is supplied on condition that it (including the fact that the Tenderer has received this ITT) be kept confidential by the Tenderer; it must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or subcontractors for the sole purpose of enabling the Tenderer to submit a Tender) unless the information is already in the public domain.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (SI 2004/3391) (EIR) in respect of information it holds (including third party information). Any member of the public or other interested party may make a request for information. The Council is also subject to various public sector transparency policies and legal requirements, including the placing of contract award notices on the Contracts Finder database which identify the contract values and successful supplier.

Tenderers should therefore be aware that information provided in connection with this procurement, or in connection with any contract awarded, may be disclosed by the Council, unless the Council decides (in its absolute discretion) that one of the statutory exemptions under the FOIA or the EIR applies. Requests for information and application of any exemptions shall be considered on a case by case basis. By taking part in this procurement, Tenderers agree to such disclosure or publication by the Council.

Tenderers may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to the Council in the template provided at 0. Blanket protective markings applied to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, the Council will consider this as part of any disclosure decision.

### **3.9 Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to

the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **3.10 Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.
- in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
- commit or any agent of the Contractor commit any act which is an offence under the Enterprise Act 2002; and / or
- submit a price for the provision of the Services which is abnormally low.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and the Council and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

### **3.11 Council's rights**

The Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.

- Seek clarification or documents in respect of a Tenderer's submission.
- Reject any tender or disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, the SQ or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

The Council has not made, and will not make, any agreement or representation that a contract shall be offered in accordance with this ITT and the publications of this ITT in no way commits the Council to award any contract pursuant to any tendering process for this Contract

### **3.12 Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Conditions of Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise

### **3.13 Guarantees**

If the successful Tenderer is a subsidiary company (within the meaning of section 1159 of the Companies Act 2006) then a Guarantee (in the form of the Parent Company Guarantee set out in Schedule 7) from the successful Tenderer's ultimate holding company or companies may be required to

secure the successful Tenderer's due and punctual performance of its obligations under the Contract. Tenderers should supply the name and registered office address of their ultimate parent company.

#### **4.0 Award Criteria and Evaluation Criteria**

The Council intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to the Council. Tenders shall be evaluated in accordance with the evaluation methodology set out in this section and Appendix 1.

Qualification Stage: The evaluation will follow a methodical and auditable process. Provided the Tender has passed the initial compliance stage, Tenderers' responses to the Selection Questionnaire will be assessed in accordance with the provisions of Appendix 1 (Qualification Stage Evaluation). Tenders that do not meet pass the Qualification Stage will be disqualified from further consideration in this procurement and will not be taken forward to the Award Stage.

Award Stage: Tenders successfully passing the Qualification Stage described in above will be subject to the Award Stage evaluation which will comprise an assessment of the Tenders to determine which is most the most economically advantageous to the Council.

The key areas of the Award Stage are outlined below:

- 50% cost
- 40% technical and quality factors.
- 10% social value

#### **5.0 TUPE**

##### **5.1 Transferring employees**

The Council envisages that the employees working on the current service shall transfer to the Contractor or its subcontractors, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) (**TUPE**) along with the Services. These employees are currently employed by:

CORMAC Ltd.

- The incumbent supplier (Third Party Employees).

Provisional lists of the third party employees are contained in **0**.

The Council has obtained information from the contractors currently providing services similar to the Services. Relevant information relating to the workforce



currently engaged in providing the Services is set out in Schedule 4 of this ITT. Tenderers shall treat the information as strictly confidential.

Whilst the Council has obtained and collated this information in good faith, the Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains the Tenderers' responsibility to ensure that their Tender takes full account of all the costs of complying with TUPE.

Tenderers shall seek independent professional advice on the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006, including any subsequent amendments (the "TUPE Regulations") on their Tenders and the Contract. The Council gives no assurances, warranties or assumptions as to the effect of TUPE on the Contractor or otherwise.

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

The successful Tenderer will be required to ensure pension protection for those members of the workforce who have a continued right to LGPS membership or equivalent.

Tenderers' pricing models must include the costs associated with the TUPE transfer of these employees. [If the costs associated with a TUPE transfer (including pensions costs) are subsequently found to be lower than envisaged, the Contractor shall make a corresponding reduction in the contract price.

## **5.2 Pension requirements**

Employees transferring from CORMAC Ltd and are either members of or eligible for membership of Cornwall Council Local Government Pension scheme must be offered appropriate pension provision.

Tenderers are asked to include indicative costings of their proposed pension provisions.

**SCHEDULE 1: Conditions of Contract (draft contract attached in a separate PDF entitled *FINAL ISSUE ITT-0002-22 DRAFT Contract*)**

## **SCHEDULE 2: Specification**

The Contractor will be responsible for carrying out all the services described in the specification and all other services ancillary to these and consistent with the Contractor being responsible for maintaining the properties in a suitable condition as stated within the specification.

2.1 The Core Tasks comprise of the following Works:

- Entrances and exits, doors, door handles, windows
- External areas immediately adjacent to the site
- Windows
- Walls, woodwork, ceilings, sockets, skirting boards, ledges, switches panels
- Floors
- Cubicles
- Urinals
- Sinks, basins, taps, splashbacks and tiles
- Toilet pans
- Toilet seats
- Soap dispensers and wallgates (wash stations)
- Hand dryers (and paper towel dispensers)
- Hot water heaters
- Pipes, cisterns
- Baby Changing Units
- Radiators
- Mirrors
- Low level light fittings
- Bins and waste removal (excluding sanitary waste)

2.2 The contract scope excludes the following services. However, the Contractor has been asked to price them and may be asked to provide them as Additional or Ad Hoc Services.

- Sanitary Waste Removal
- Additional Sites
- Ad Hoc Cleaning

### **2.3 Sanitary Waste removal**

The Applicants are asked to price for this service separately. If included as a core task, the Contractor shall make arrangements and pay all costs and fees in connection with such disposal. They shall also comply with all legal requirements for its transportation and disposal.

### **2.4 Graffiti and Chewing gum removal**

Both inside and on the exterior walls of the facilities the Contractor shall be responsible for graffiti removal where the graffiti accounts for less than one square metre and for all chewing gum removal. Larger areas shall be reported to the Authorised Officer who will arrange for Town Council maintenance staff to remove it.

## **2.5 Working Hours**

The Contractor shall ensure that all sites and all facilities within each individual site are cleaned every day that they are open, in accordance with the seasonal opening hours and to the standards required. The opening hours of all sites shall be 8am to 9pm in the Summer months (April 1<sup>st</sup> to September 30<sup>th</sup>) and, for all year round sites, 8am to 6.00 pm in the Winter season (October 1<sup>st</sup> to March 31<sup>st</sup>).

The Contractor shall ensure that all sites are locked and unlocked in accordance with these hours (save that variations to these hours may be requested on an ad hoc basis).

The Contractor shall be required to work on site both before and during these hours each day. Intervals are specified but the exact timing at each site shall be at the Contractor's discretion, save that they shall satisfy the cleaning and security schedules in full as set out in this specification and shall be agreed with the Authorised Officer, prior to the commencement of the contract.

## **2.6 Access**

Vehicular access to some of the sites is difficult. The Contractor is expected to anticipate access arrangements and factor into their pricing the narrowness, layout and pedestrian footfall of the streets, including the size of vehicles to be deployed, parking provision and travelling times between sites at peak visitor times. It is the responsibility of the Contractor to be cognisant of the access to each location and any other problems affecting access.

## **2.7 Safety, Health & Welfare**

The Contractor will ensure that all activities under the service scope are carried out in accordance with the requirements of UK legislation, in particular, but not limited to:

1. Health & Safety at Work Act 1974
2. Management of Health & Safety at Work 1999
3. Provision & Use of Work Equipment Regulations 1998 (PUWER)
4. Care of Substances Hazardous to Health 2002 (COSHH)
5. Supply of Machinery Regulations (2008)
6. Personal Protective Equipment Regulations 2016/425, Personal Protective Equipment (Enforcement) Regulations 2018 and Personal Protective Equipment at Work Regulations 1992

The Contractor shall confirm that they comply with other acts, orders, regulations and codes of practice relating to health and safety in the UK which may apply to equipment, materials or staff and other persons working in the performance of the contract, in addition to the Council's health and safety policy. All sub-contractors will also be required to confirm compliance.

## **2.8 Risk Assessment**

Following contract award but prior to the commencement date of the contract and any work being carried out at any of the Council's premises, the Contractor shall submit a Risk Assessment and Methods Statement (RAMS) for the proposed work, to be approved by the Council's Authorised Officer.

## **2.9 Lone Working**

Due to the dispersed nature of the sites and the limited mobile network and Wifi signal in the town, the Contractor is expected to assess the risks of lone working and have suitable management arrangements, policies and procedures in place for dealing with this. This should include training and measures on dealing with workplace harassment and violence.

## **2.10 Safe Working Practices**

- The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided by telephone as soon as is practicable. The Contractor shall confirm these details in writing (preferably email) within 24 hours of becoming aware of them.
- The operatives shall wear appropriate PPE equipment at all times.
- The Contractor shall ensure that all operatives comply with the COSHH regulations at all times
- It is the Contractor's responsibility to erect British Standard warning signs at each work site during the course of their duties and whilst any surface remains wet.

## **2.11 COVID-19**

The Contractor shall at all times in the performance of the Contract be expected to comply in full with the Government guidance in relation to COVID-19. The contract shall take into account any changes in the guidance which may require additions or modification to cleaning regimes or changes in working practices. RAMS should be reviewed and submitted to the Council for review and approval as necessary.

## **2.12 Accident Reporting**

In the event of an accident, incident, potentially dangerous or dangerous occurrence involving an employee, contractor or member of the public, the Contractor will inform the Council by telephone as soon as possible and will prepare a report which will be sent to the Council within 48 hours of the occurrence.

## **2.13 Staff and Operatives**

Contractors shall provide to the Council with an organisational structure document with details of all employees and sub-contractors involved in the delivery of the contract, together with their contact details whilst on duty or on call and their training records. All operatives shall be suitably qualified and appropriately trained.

- The Contractor and its operatives must wear uniform and visible ID at all times
- No eating, smoking, or vaping is permitted at any sites

## **2.14 Transmittable Disease Control**

In addition to appropriate PPE, the Contractor shall have in place a range of measures for managing the risks associated with transmittable diseases up to and including vaccination.

## **2.15 Gender of Workers and Availability of Public Facilities During Cleaning**

The Contractor may employ staff of any gender to carry out the specified work. Care shall be exercised at all times, to ensure that no undue embarrassment or distress occurs where operatives are used to clean a facility which may be for another gender. The contractor shall be expected to display clear signs notifying customers that operatives of a specific gender are working on site.

**2.16** Where separate facilities exist for disabled persons, the Contractor shall ensure that such facilities are available for use by able-bodied people of any gender when their particular facility is closed for cleaning. Generally, when circumstances allow, the door to the particular part of the building should be locked to prevent public access when cleaning is taking place.

## **2.17 Signs During Cleaning**

Where access to a building or part thereof is barred during the cleaning operation, a professionally-made plastic sign 600 mm x 300 mm high shall be provided by the Contractor and displayed in the appropriate place and shall read:- "CLOSED FOR CLEANING". If, because of exceptional pressure on the toilets, cleaning is carried out while the building remains in use, appropriate, professionally-made signs should be displayed to alert people to the presence of cleaning staff and their gender and the possibility of hazards related to the cleaning process.

## **2.18 Information Signs**

The Council will be responsible for providing information signs advising the public whom to contact with regard to complaints, compliments and comments about the cleanliness and general environment of the toilets.

## **2.19 Attendance Sheets Regarding Visits**

The Contractor shall be responsible for providing, at each site, a public, up-to-date display of the date and time when cleaning last took place and by whom the cleaning was done. Additionally, for each site, a daily record should be kept for each month showing the date and time of each clean and signed by the staff member involved in that shift. Such records will be made available to the Council on request.

## **2.20 Safeguarding**

The contractor shall ensure that all operatives working on this contract are suitably vetted. Vetting shall be compliant with the requirements specified in the Cabinet Office Baseline Personnel Security Standard. Should the Contractor become aware, during the vetting process or at any other time during the contract, that an individual fails the baseline vetting checks, they will escalate this to the Approved Officer for review and risk assessment.

## **2.21 Emergency Contacts**

The Contractor will be expected to provide a 24 call out system or, as a minimum, dedicated on-call telephone numbers of staff who are available on an emergency rota to be called out, as necessary. These shall be supplied to the Council and any changes or amendments shall be notified as soon as possible.

## **2.22 Environmental Sustainability**

The Contractor shall commit to working in accordance with the Council's environmental sustainability objectives. These include, but are not limited to:

- Reducing waste and energy usage wherever possible
- The trialling and introduction of new products and chemicals to reduce the use of substances which are potentially harmful to health and wildlife
- Working with the Council to eliminate avoidable non-recyclable waste
- Confirmation that no single use plastics will be supplied as part of the contract.

## **2.23 Precautions to Prevent Nuisance**

The Contractor shall take all reasonable precautions to prevent nuisance from water, smoke, noise, dust, rubbish, fumes, chemicals and other elements during the provision of this service under the Contract.

2.24 The Contractor shall take all reasonable precautions during the carrying out of any service under this Contract to prevent damage to property and shall be held responsible for any damage resulting from the services and shall make good such damage at its own expense.

## **2.25 Prevention of Pollution**

The Contractor shall take all reasonable precautions to prevent pollution of the atmosphere, waterways, rivers, seas and properties by discharge of deposits of liquids, solids or gases associated with the delivery of this contract, and will be held responsible for any damage caused by such discharge or deposit. The cost of rendering harmless or removing the discharge or deposit will be borne by the Contractor.

## **2.26 Tools, Plant and Materials**

The Contractor shall provide all equipment, chemicals, vehicles and machinery necessary for the proper execution of the services and clear away on completion. Equipment and chemicals should at all times be used in the correct manner and suitable for the correct purpose. Any equipment shall be satisfactorily maintained and insured and records of maintenance shall be made available for inspection. Equipment and materials used to fulfil the contract shall be less than 12 months old (except in the case of larger equipment). All equipment must meet minimum British standards and all cleaning equipment shall be cleaned, dried and safely stored after use.

## **2.27 Compatibility of Products**

The Contractor must ensure that all products and equipment used in the performance of the Contract are compatible with each other and with the surfaces to which they are applied and are only used according to the manufacturer's guidance. Any damage caused to the Council's property as a result of failing to observe this clause will be repaired or replaced by the Contractor at its expense. Any injuries caused to persons, pets etc by a similar failure will be entirely the responsibility of the Contractor.

## **2.28 Reinstatement of Damage**

The Contractor shall repair/replace any equipment, property, vehicles etc. damaged at any location as a result of its operations. Reinstatement of the damage shall be to the satisfaction of the Council and entirely at the Contractor's expense.

## **2.29 Record Keeping**

The Contractor shall ensure appropriate record keeping systems are in place. The Council will require a daily recording of contractor attendance on each site and the times. Contractors must sign in and out of each site.

## **2.30 Performance Management and Monitoring**

The Council reserves the right to monitor any part of the contract standards and issue warning or default notices in way of liquidated damages if the Contractor fails to meet with contract standards or any part of the contract conditions. For example, the monitoring system will include an inspection of the following:

- The number of operatives on site and rota
- The quality of materials used
- Adherence to the cleaning standard
- That the frequency and availability requirements are being met
- That health and safety requirements are met

Performance will be measured through the following:

- A six monthly review meeting between the Council and the Contractor
- An annual review of Key Performance Indicators and at contract break points. (A copy of the proposed KPIs is attached at Appendix 3)
- Quality checks
- Random quality checks will be conducted by the Council to ensure all aspects of the work performed by the Contractor are carried out to the required standard. On a quarterly basis, the Contractor will carry out joint inspections with the Authorised Officer and/or councillors

## **2.32. Contract Variations**

Any variation to the service specification will not be valid unless recorded in writing by means of an appropriate form, completed by the Authorised Officer and delivered to the Contractor. Failure to complete the entire Form will render the variation null and void. Service variations will take effect as from the date



specified in the form and shall not have retrospective effect unless expressly agreed and provided for in the form.

When a Service variation includes the commencement of a new service, a timetable for its introduction will be agreed as part of the variation and should normally consist of three months' notice with the services to commence at the beginning of a month. For a reduction in the service or the withdrawal by the Council from a service, a minimum of six months' notice must be provided to the Contractor.

When the variation relates to a term or condition of the contract, then the procedures in the contract shall apply. Save for the variation recorded on the form, the rest of the service will continue in full force and effect.

### SCHEDULE 3: Site List

<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>Dove Street toilets TR26 1SE</b> Ground floor under a pottery Male Toilets 3-man urinal, 1 cubicle, 1 Wallgate Female Toilets 2 toilets, 2 Wallgate machines and 1 baby changing unit
<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>Longstone Cemetery, Carbis Bay TR26 2LH</b> Cemetery toilet block 1 accessible unisex unit
<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>Sloop car park toilets TR26 1LU</b> In the car park behind the Sloop Inn. <i>Male toilets</i> 2 x 5-man urinals, 4 cubicles, 1 baby-changing unit, 2 Wallgate <i>Female toilets</i> 8 cubicles, 1 baby-changing unit, 4 Wallgate 1 accessible toilet and washbasin
<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>Smeaton's Pier toilets TR26 1LP</b> At the entrance to the lighthouse pier on the harbour front. <i>Male toilets</i> 4 individual urinals, 2 cubicles and 2 Wallgate <i>Female toilets</i> 5 cubicles, baby-changing unit, 2 Wallgate.
<b>Name:</b> <b>Porthminster</b>	<b>Porthminster Beach TR26 2DR</b> Under the railway bridge at the beach 2 urinals 1x 5-man, 1 x 2 man 6 x individual unisex cubicles, one accessible, one with baby change
<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>Porthgidden beach toilets TR26 1PL</b> Above the beach, to the rear of the Porthgidden beach café. <i>Male toilets</i> 4-man urinal, 3 cubicles, 1 baby-changing unit, 2 Wallgate <i>Female toilets</i> 4 cubicles, 1 baby-changing unit, 2 wallgates 1 accessible toilet, baby change unit, sink
<b>Name:</b> <b>Location:</b> <b>Description:</b>	<b>West Pier toilets TR26 1LF</b> Adjacent to the RNLI station <i>Male toilets</i> 2x 3-man urinal, 4 cubicles and 2 Wallgates <i>Female toilets</i> 9 cubicles, 1 baby-changing unit and 3 Wallgates 1 accessible toilet with washbasin.

**Additional Site to be Priced**

<b>Name:</b>	<b>St Ives Brewhouse, Trewidden Road TR26 2BX</b>
<b>Location:</b>	Located adjacent to the Trenwith car park and sub-let to the Brewhouse who currently operate the facility.
<b>Description:</b>	<i>Male toilets</i> <i>Female toilets</i> 1 accessible toilet and washbasin

# SCHEDULE 4: Provisional list of transferring employees

## Details of Employees on Contract at St Ives Town Council (Public Convenience) on 6 December 2021

Please note the employees who have eligibility for membership of the Local Government Pension Scheme (LGPS). In order to fulfil the obligations under the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (to protect those staff who have eligibility to a public sector pension scheme) the new employer is required to give eligible employees future protection of those public sector pension rights. There are two ways for the new employer to fulfil the requirements of the Direction Order and their pension responsibilities; either to become an admitted body in the LGPS or give the transferring employees access to another pension scheme that is certified by the Government Actuary's Department as being "broadly comparable" to the LGPS. More information about the obligations under the LGPS can be obtained by phoning the Cornwall Pension Fund on 01872 322322 or by emailing pensions@cornwall.gov.uk. Please also see the TUPE Transfers and Outsourcing for Local Authorities leaflet attached or visit the Cornwall Pension Fund website at www.cornwallpensionfund.org.uk

**Cornac Solutions Limited is a foundation living wage employer - as such our employees are contractually entitled to an hourly rate equivalent to FLW as and when it is amended**

## Details of Employees on Contract at St Ives Town Council (Public Convenience) on 6 December 2021

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**Cornac Solutions Limited is a foundation living wage employer - as such our employees are contractually entitled to an hourly rate equivalent to FLW as and when it is amended**

Title	First Name	Full Name	Job Title	Site Name	Contract Start Date	NI Number	Date of Birth	Age	FTE Annual Salary (FTE = 37 hours over 52.14 weeks)	Hourly rate	Actual Salary	Overtime Rate	Working pattern	No. of hours per week	No. of Weeks per year	Annual Leave Year	Annual Leave entitlement (FTE)	No. of Weeks Notice required from employee	No of weeks notice required by employer	Occupational sick pay entitlement	Other contractual payments	Pension type	Pension Scheme	Employers Contribution to pension	Pay frequency	Pay date	Any additional contractual benefits	Fixed Term Contract End Date	Disability (Y/N/await)	Address	
		1	Cleaner	St Ives	23/07/2019				18,127	9.50	14859.73	CORMAC - Staff working less than 37 hours will receive pay at their normal hourly rate for additional hours worked up to 37. Should the additional hours exceed 37 staff will receive pay at the appropriate rate in line with the below. Overtime (up to and including 40 hours in a week) Plan Time. Overtime (beyond 40 hours) 50% plusage. Night Work (Monday to Sunday) 18.00 - 6.00 50% plusage. Public holidays 50% (and TOL) plusage. Recall to work including work after midnight 50% plusage. The rate used to calculate payments for additional hours is the employee's normal hourly rate, unless the employee is in receipt of a salary greater than the maximum of CORM Employees who are on a salary greater than the maximum of CORM (and who are authorised to Spain) will have the plusage calculated at the maximum of CORM (with the appropriate % plusage).	6 days working week 8.00pm to 12.00pm shift patterns will vary dependent on cleaning frequencies and cover required includes weekend work (not on Friday)	30	52.14	April - March	23 days (170.2 hours) leave rising to 28 days (207.2 hours) leave after five years continuous service plus public holidays.	1 month	The minimum period of notice is one month or as set out below, whichever is the longer: Less than 2 years' employment - 1 month. 2 years or more, but less than 52 years employment - 1 week for each year of continuous employment. 12 years or more employment - 12 weeks.	CORMAC - Sick pay to be paid from the first day of sickness (for eligible employees). During first year of Service 4 weeks full pay and 4 weeks half pay (including SSP). After first year of Service 8 weeks full pay and 8 weeks half pay (including SSP)	N	Y	Group Personal Pension	CORMAC GPPF - Up to 6%	Monthly	Last day of the month	Life insurance - 1 x base salary or £50,000 - whichever is greater up to state pension age	N/A	N		
		2	Cleaner	St Ives	01/11/2004				18,127	9.50	14859.73	CORMAC - Staff working less than 37 hours will receive pay at their normal hourly rate for additional hours worked up to 37. Should the additional hours exceed 37 staff will receive pay at the appropriate rate in line with the below. Overtime (up to and including 40 hours in a week) Plan Time. Overtime (beyond 40 hours) 50% plusage. Night Work (Monday to Sunday) 18.00 - 6.00 50% plusage. Public holidays 50% (and TOL) plusage. Recall to work including work after midnight 50% plusage. The rate used to calculate payments for additional hours is the employee's normal hourly rate, unless the employee is in receipt of a salary greater than the maximum of CORM Employees who are on a salary greater than the maximum of CORM (and who are authorised to Spain) will have the plusage calculated at the maximum of CORM (with the appropriate % plusage).	8 days on duty 2 off rolling rota 5.30 am to 12.30pm	30	52.14	April - March	23 days (170.2 hours) leave rising to 28 days (207.2 hours) leave after five years continuous service plus public holidays.	1 month	The minimum period of notice is one month or as set out below, whichever is the longer: Less than 2 years' employment - 1 month. 2 years or more, but less than 52 years employment - 1 week for each year of continuous employment. 12 years or more employment - 12 weeks.	CORMAC - Sick pay to be paid from the first day of sickness (for eligible employees). During first year of Service 4 weeks full pay and 4 weeks half pay (including SSP). After first year of Service 8 weeks full pay and 8 weeks half pay (including SSP)	N	Y	Local Government	LGPS - Please contact Cornwall Pension Fund in order to determine the contribution rate, which is individual to each employer.	Monthly	Last day of the month	Life insurance - 1 x base salary or £50,000 - whichever is greater up to state pension age	N/A	N		

**Schedule 5: Applicable Policies.**

St Ives Town Council Health and Safety Statement

St Ives Town Council single use plastics policy

St Ives Town Council living wage policy

St Ives Town Council accident reporting system

St Ives Town Council lone working policy

St Ives Town Council customer complaints policy

St Ives Town Council vexatious customers policy

**SCHEDULE 6: Commercially sensitive information**

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

The reason(s) it is considered that this information should be exempt under The Freedom of Information Act is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

POSITION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE 7: DEED OF GUARANTEE**

**DATED**

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**PARENT COMPANY GUARANTEE FROM CONTRACTOR'S PARENT  
COMPANY**

**Relating to a contract for the provision of cleaning services in respect of public  
conveniences**

**between**

**GUARANTOR**

**and**

**ST IVES TOWN COUNCIL**

## **Schedule CONTENTS**

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THIS DEED is dated

2022

## **PARTIES**

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]  
(**Guarantor**)

ST IVES TOWN COUNCIL of Guildhall, Street An Pol, Saint Ives, TR26 2DS (**Authority**)

## **BACKGROUND**

By an agreement in writing dated 2022 (**the Contract**) and made between the Authority and [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**), the Contractor agreed to provide to the Authority cleaning services in respect of its public convenience pursuant to a public tender [insert reference number] (**Services**).

It is a condition of the Contract that that the Contractor provides a parent company guarantee on these terms to the Authority.

The Guarantor is the [ultimate parent company of the Contractor and has agreed to guarantee the Contractor's due performance of its duties or obligations under the Contract.

## **AGREED TERMS**

### **Schedule INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

a. Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Insolvency Event:** a party suffers an insolvency event if:

- i. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- ii. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

- iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
  - iv. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over it;
  - v. the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;
  - vi. a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
  - vii. a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - viii. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or
  - ix. it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- b. Clause headings shall not affect the interpretation of this deed.
- c. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- d. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- e. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- f. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- g. A reference to any party shall include that party's personal representatives, successors and permitted assigns.

- h. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- i. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- j. Any obligation on a party not to do something includes an obligation not to agree that thing to be done.
- k. A reference to **writing** or **written** includes fax but not e-mail.
- l. [A reference to **this deed** or to any other deed, agreement or document referred to in this deed is a reference to this deed or such other deed, agreement or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- m. References to clauses are to the clauses of this deed.
- n. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**Schedule      GUARANTEE AND INDEMNITY**

- a. The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance by the Contractor of the Contractor's duties, obligations and liabilities to the Authority under and in accordance with the Contract.
- b. If the Contractor fails to observe or perform any of its duties or obligations to the Authority under the Contract, or if the Contractor fails to pay any sum, loss, debt, damage, interest, cost or expense due from the Contractor to the Authority under or in connection with the Contract, the Guarantor (as a separate and independent obligation and liability from its obligations and liabilities under clause Schedulea) shall indemnify the Authority against all loss, debt, damage, interest, cost and expense incurred by the Authority by reason of such failure or non-payment and shall, on first written demand, pay to the Authority, without any deduction or set-off, the amount of that loss, debt, damage, interest, cost and expense.
- c. If the Contractor suffers an Insolvency Event, the Guarantor shall indemnify the Authority against all loss, debt, damage, interest, cost and expense incurred by the Authority by

reason of such Insolvency Event and shall, on first written demand, pay to the Authority without any deduction or set-off the amount of that loss, debt, damage, interest, cost and expense.

**Schedule      AMENDMENTS TO THE CONTRACT**

The Contract may be modified, amended or supplemented in any way without the Guarantor's consent. The Guarantor's liability under this deed (which includes the Contractor's duties, obligations and liabilities under the Contract as modified, amended or supplemented) shall not be affected by:

- i. any such modification, amendment or supplement; or
- ii. any invalidity, avoidance or termination of the Contract; or
- iii. any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Contractor. The terms of this deed shall apply to the terms of any such compromise as they apply to the Contract.

**Schedule      AUTHORITY DOES NOT HAVE TO PURSUE CONTRACTOR**

The Authority does not have to pursue any remedy against the Contractor before proceeding against the Guarantor under this deed.

**Schedule      INSOLVENCY OF CONTRACTOR**

Without affecting clause Schedulec, if the Contractor suffers an Insolvency Event that shall not affect or reduce the Guarantor's liability under this deed.

**Schedule      PRIORITY OF CLAIMS AGAINST THE CONTRACTOR**

As long as any liability incurred by the Contractor to the Authority guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Contractor, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.

**Schedule      LIMIT OF LIABILITY**

The Authority may not recover any more under this deed in respect of any matter than the Authority would be entitled to recover from the Contractor in respect of that matter, net of any set off. The Authority may not start proceedings against the Guarantor under

this deed in respect of any claim if any proceedings against the Contractor in respect of that claim would be statute-barred.

**Schedule ASSIGNMENT**

- a. The Authority may assign or charge the benefit of this deed to any person to whom the Authority lawfully assigns or charges the benefit of the Contract.
- b. The Guarantor and the Contractor may not assign or charge the benefit of this deed without the Authority's written consent.
- c. The Authority shall notify the Guarantor of any assignment. If the Authority fails to do this, the assignment shall still be valid.
- d. The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause Schedulea may not recover any sum under this deed because that person is an assignee and not a named party to this deed.

**Schedule NOTICES**

- a. For the purposes of this clause, but subject to clause Scheduleg, notice includes any other communication.
- b. A notice given to a party under or in connection with this deed:
  - i. shall be in writing and in English or accompanied by an accurate translation into English;
  - ii. shall be signed by or on behalf of the party giving it;
  - iii. shall be sent to the party for the attention of the contact and at the address listed in clause Schedulec;
  - iv. may be sent by a method listed in clause Schedulee; and
  - v. unless proved otherwise is deemed received as set out in clause Schedulee if prepared and sent in accordance with this clause.

c. The parties' addresses and contacts are as set out in this table:

<b>Party</b>	<b>Contact</b>	<b>Address</b>	<b>EMAIL</b>
Guarantor	[POSITION OF CONTACT]	[ADDRESS]	[..]
St Ives Town Council	Louise Dwelly	Guildhall, Street an Pol, Saint Ives, TR26 2DS	enquiries@stives-tc.gov.uk

d. A party may change its details given in the table in clause Schedulec by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- i. the date, if any, specified in the notice as the effective date for the change; or
- ii. the date five Business Days after deemed receipt of the notice.

e. This table sets out:

- i. delivery methods for sending a notice to a party under this deed; and
- ii. for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause Schedulef:

<b>Delivery method</b>	<b>Delivery date and time</b>
Delivery by hand.	At the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting.
Pre-paid airmail providing proof of postage.	9.00 am on the fifth Business Day after posting.
Email	At the time of transmission.

- f. For the purpose of clause Schedulee and calculating deemed receipt:
  - i. all references to time are to local time in the place of deemed receipt; and
  - ii. if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- g. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- h. A notice given under or in connection with this deed is not valid if sent by e-mail.

**Schedule THIRD PARTY RIGHTS**

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

**Schedule GOVERNING LAW AND JURISDICTION**

- a. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- b. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by St Ives Town Council

Whose common seal was attached hereto in the presence of

.....

Authorised officer

Executed as a deed by [NAME  
OF GUARANTOR] acting by  
..... a director

.....

In the presence of

.....

Witness Signature

Witness Name.....

Witness Address.....



**SCHEDULE 8: FORM OF TENDER: TENDER CERTIFICATE**

TO: St Ives Town Council

DATE: [DATE]

PROVISION OF: Public Conveniences Cleaning Contract

REFERENCE NUMBER: StIves-ITT-0002-22

We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide public conveniences cleaning services as specified in those documents and in accordance with the attached documentation to the Council commencing 1<sup>st</sup> September 2022 and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Council and the [manager **OR** company]

We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the ITT.

We further undertake and it shall be a condition of any Contract, that:

The amount of [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council.

We have not canvassed and will not, canvass or solicit any member or officer, employee or agent of the Council or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

We warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature \_\_\_\_\_

Name and status \_\_\_\_\_

Signature \_\_\_\_\_

Name and status \_\_\_\_\_

For and on behalf of [NAME OF COMPANY, PARTNERS OR CONSORTIUM]

## APPENDIX ONE: EVALUATION

### STAGE ONE: SELECTION EVALUATION

#### 1. INTRODUCTION

- 1.1. As part of the Council's assessment of Tenderers' suitability for the provision of the Services Tenderers are required to provide responses to the questions in the Selection Questionnaire (SQ). If a Tenderer fails to respond to any of the questions in the Selection Questionnaire, that Tenderer's Tender shall be deemed to be non-compliant and the Tender will not be evaluated at Award Stage.
- 1.2. A Tenderer shall be considered as unsuitable for the award of the Contract and its Tender shall not be evaluated at Award Stage where that Tender fails to meet the selection criteria set out in the Selection Questionnaire.
- 1.3. Compliant SQ Responses will then be assessed on a pass/fail basis against the Minimum Standards described for the following sections of the SQ as further described in the paragraphs set out in the table below:

Section 1- Tenderer Information	Information Only
Section 2 - Grounds for Mandatory Exclusion	Pass / Fail
Section 3 - Grounds for Discretionary Exclusion	Pass / Fail
Section 4 - Economic and Financial Standing	Pass / Fail
Section 5 - Wider Group Details	Pass / Fail
Section 6 - Technical and Professional Ability	Pass / Fail
Section 7 – Modern Slavery Act	Pass / Fail
Section 8 – Insurance	Pass / Fail
Section 9 – Skills and Apprentices	Pass / Fail

#### 1.4. Self - Certification

Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Tenderer to self-certify that there are no mandatory/

discretionary grounds for excluding their organisation. When requesting evidence that the Tenderer can meet the specified requirements the Council may only obtain such evidence after the Final Tender evaluation decision i.e. from the winning Tenderer only.

1.5 At this stage in the procurement the Council permits the Tenderer to self-certify the following questions:

- Section 2 – Grounds for Mandatory Exclusion;
- Section 3 – Grounds for Discretionary Exclusion;
- Section 4 – Economic & Financial Standing;
- Question 8.1 – Insurance;
- Question 8.2 – Skills and Apprenticeships.

## **2.0 COMPLETING SECTION 1 - TENDERER INFORMATION – INFORMATION ONLY**

2.1. Tenderers are required to complete Section 1 (Tenderer Information) of the SQ. Any

Tenderer who fails to provide all of the information required may, at the discretion of the Council, be deemed non-compliant and excluded from the procurement process.

## **3.0 COMPLETING SECTION 2 - GROUNDS FOR MANDATORY EXCLUSION – PASS/FAIL**

3.1. Tenderers must complete Section 2 (Grounds for Mandatory Exclusion) in the SQ.

3.2. Section 2 is assessed on a pass/fail basis. Tenderers are required to pass Section 2 in order for their SQ Response to be considered further by the Council.

3.3 In order to pass Section 2, Tenderers must provide all of the information required in Section 2 of the SQ and pass the Minimum Standard for Section 2 described in the table below. Any Tenderer who fails to satisfy the Minimum Standard will be rejected.

<b>Criteria</b>	<b>Minimum Standard and Method of Assessment</b>
Grounds for Mandatory Exclusion	<p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If you have answered “yes” to question 2.3 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to</p>

	<p>pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate appendix. You may contact the Council for advice before completing this form. Tenderers answering “yes” to question 2.1 have the opportunity to provide evidence of “self-cleaning” in a separate appendix.</p> <p>Should a Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer. If such evidence is considered by the Council (whose decision was sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;</li> <li>• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.</li> </ul> <p>The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision will be final)</p>
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#### **4.0 COMPLETING SECTION 3 – GROUNDS FOR DISCRETIONARY EXCLUSION – PASS/FAIL**

- 4.1. Section 3 (Grounds for Discretionary Exclusion) is also scored on a pass/fail basis. Tenderers are required to pass every question in Section 3 of the SQ in order for their responses to be considered further by the Council. The Council may exclude a Tenderer from the procurement if the Tenderer answers yes to any of the questions in Section 3 and the rejection event has occurred in the last three years but may decide, having considered all the relevant circumstances, to allow the Tenderer to proceed further.
- 4.2 If a Tenderer answers ‘yes’ to any question, Tenderers should set out (in a separate appendix) full details of the relevant incident and any remedial action taken subsequently. The Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.

- 4.3 Tenderers answering “yes” to any question have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should a Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.
- 4.4 The Council is also entitled to exclude a Tenderer in the event that the Tenderer is guilty of serious misrepresentation in providing any information referred to within the Regulations or if the Tenderer fails to provide any such information requested by the Council.

**4.5 Conflicts of interest**

In accordance with question 3.1 (g) of Section 3 of the SQ the Council may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council, detailing the conflict in a separate appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Tenderer.

**4.6. Taking account of Tenderers’ past performance**

In accordance with question 3.1 (i) of Section 3 of the SQ the Council may assess the past performance of a Tenderer (through a certificate of performance provided by a customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing the SQ. The Council may also assess whether specified Minimum Standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. Tenderer selection, Tender evaluation, contract award stage etc.). Tenderers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

4.7. Minimum Standards for Section 3 of the SQ are set out in the table below.

Criteria	Minimum Standard and method of assessment
Grounds for Discretionary	Pass/Fail The Council may exclude you from the procurement exercise if you answer “yes” to any of the questions in this section

<p>Exclusion</p>	<p>but may decide, having considered all the relevant circumstances, to allow you to proceed further.</p> <p>If you answer 'yes' to any question, please set out (in a separate appendix) full details of the relevant incident and any remedial action taken subsequently. The Council will evaluate this evidence before making a decision on whether to exclude you. The Council is also entitled to exclude you in the event that you are guilty of serious misrepresentation in providing any information referred to within the Public Contracts Regulations 2015 or you fail to provide any such information requested by us. Tenderers answering "yes" to question 3.1 have the opportunity to provide evidence of "self-cleaning" in a separate appendix. Should a Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer. If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;</li> <li>• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct. The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.</li> </ul>
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**5.0 COMPLETING SECTION 4 – ECONOMIC AND FINANCIAL STANDING – PASS/FAIL**

5.1. Section 4 is assessed on a pass/fail basis.

5.2 Tenderers are required to pass Section 4 in order for their responses to be considered further by the Council.

5.3 In order to pass Section 4, Tenderers must provide all of the information required in Section 4 of the SQ and pass the Council’s minimum level of economic and financial standing as set out below. Any Tenderer who fails to provide all of the information required or who fails to satisfy the Minimum Standard may be rejected, at the discretion of the Council. Where the Tenderer is a Consortium, each member of the Consortium must pass the Minimum Standard as described below.

Criteria	Minimum Standard and method of assessment
Question 5.1	Turnover Threshold – Pass/Fail Tenderers must provide all of the information required. Any Tenderer who fails to provide all of the information required will, at the discretion of the Council, have been deemed to fail. Tenderers must provide the information set out at Section 4 of the Selection Questionnaire. The minimum standards have been set in order to give the Council the assurance that those Tenderers to whom it issues an Invitation to Tender and ultimately the organisation which is awarded the contract is financially stable and that the contract will not excessively dominate the existing business of the successful Tenderer. The Council will use an independent third party, to obtain financial reports and accounts for Tenderers and use it to verify the Tenderer’s fulfilment of these minimum standards for economic and financial standing.
Step 1: Minimum Turnover Threshold	Minimum Turnover Requirement:  The Tenderer’s average turnover in each of the past two years must be in excess of £190,000 (in pounds sterling) (the “Turnover Threshold”) based on accounts available from a third party credit agency or information supplied by the Tenderer.
Step 2: Assessment of the financial statements and third party report	When considering the financial statements and evidence provided by the Tenderers (and their parent company as applicable) the Council will critically examine financial accounts submitted and third party credit report

For the avoidance of doubt, where a Tenderer is constituted by way of:

- A single organisation, the single organisation must pass Step 1 and Step 2;
- A Consortium: The Consortium (together) must pass the Turnover Threshold. In order to calculate whether a Group passes the Turnover Threshold, the 2 year mean average turnover for the Lead Tenderer and every other member of the Group will be calculated by multiplying their Turnover by the percentage in the legal entity to be formed that the member shall take (actual or anticipated) (as identified in the completed attachment to the SQ).

- The total proportions of the Turnover shall be added together to reach a “combined turnover”. This combined figure will be used to determine whether the Group passes the Turnover Threshold; and o all Consortium parties with an equity share shall EACH pass Step 2;
- The Prime Contractor with Significant Sub-Contractors: the Prime Contractor with any Significant Sub-Contractor(s) must pass the Turnover Threshold. In order to calculate whether a Prime Contractor with any Significant Sub-Contractor(s) passes the Turnover Threshold, the 2 year mean average turnover for the Prime Contractor and every other Significant Sub-Contractor(s) will be calculated and then multiplied by their (actual or anticipated) percentage proportion of the contract to be undertaken by each member (as identified in the completed attachment to the SQ). The total proportions of the Turnover shall be added together to reach a “combined turnover”. It is this combined figure that will be used to determine whether the Prime Contractor with any Significant Sub-Contractors passes the Turnover Threshold; and o the Prime Contractor and the Significant Sub-Contractors shall EACH pass Step 2 individually. Mitigating Solutions: Where a Tenderer does not meet the minimum standards set out in Step 1 or Step 2, the Tenderer will be deemed to have failed, unless the Tenderer has, in the reasonable opinion of and at the discretion of the Council, only narrowly missed passing the minimum standard or not satisfied the tests for good reason or the Tenderers can provide:
  - letters of support from its parent company (or, in the case of a group, including prime Contractor bids, parent companies of the lead member and/or relevant group member/significant Sub-Contractor) that can meet the minimum standards. If the financial standing of the parent company is sufficient to provide the assurance the Council requires then the Council will require the parent company to provide a parent company guarantee in the form set out in the tender documentation and the letter of support should confirm the parent company’s consent to the provision of the parent company guarantee;
  - management accounts together with a statement from the Tenderer’s bank to show financial trends/operating turnover of the company; and/or a bond from a reputable bondsman in a form to be agreed with the Council.

## **6.0 COMPLETING SECTION 5 -- WIDER GROUP DETAILS**

6.1. Tenderers must complete Section 5 (Wider Group Details) in the SQ.

6.2 Section 5 is assessed on a pass/fail basis. Tenderers are required to pass Section 5 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 6.3 below.

6.3 In order to pass Section 5, Tenderers must either:

- have indicated in their response to question 1.2 that they are not part of a wider group and therefore Section 5 is not applicable to them; or



- if they have indicated in their response to question 1.2 that they are part of a wider group provide all of the information required in Section 5 of the SQ.

6.4. Any Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **7.0 COMPLETING SECTION 6 – TECHNICAL AND PROFESSIONAL ABILITY**

7.1. Tenderers must complete Section 6 (Technical and Professional Ability) in the SQ.

7.2. Section 6 is assessed on a pass/fail basis. Tenderers are required to pass Section 6 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 7.3 below.

7.3. In order to pass Section 6, Tenderers must:

- have provided 2 examples of contracts of similar services provided by the Tenderer in the past 3 years in response to question 6.1; or have provided an explanation for why no examples can be given in response to question 6.3;
- have provided details of healthy supply chains with Sub-Contractors if the Tenderer intends to sub-contract any of the services.

7.4. A Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **8.0 COMPLETING SECTION 7: MODERN SLAVERY ACT 2015**

8.1. Tenderers must complete Section 7 (Modern Slavery Act 2015) in the SQ.

8.2. Section 7 is assessed on a pass/fail basis. Tenderers are required to pass Section 7 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 8.3 below.

8.3. In order to pass Section 7, Tenderers must either: 8.3.1. have indicated in their response to question 7.1 that it does not apply to them; or 8.3.2. have indicated in their response to question 7.1 that it does apply to them and confirmed in their response to question 7.2 that it is compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015.

8.4. A Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **9.0 COMPLETING QUESTION 8.1: INSURANCE**

9.1. Tenderers must complete question 8.1 (Insurance) in the SQ.

- 9.2 Question 8.1 is assessed on a pass/fail basis. Tenderers are required to pass question 8.1 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 9.3 below.
- 9.3 In order to pass question 8.1, Tenderers must self-certify that they already have, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance indicated.
- 9.4 A Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **10.0 COMPLETING QUESTION 8.2 – SKILLS AND APPRENTICES**

- 10.1. Tenderers must complete question 8.2 (Skills and Apprentices) in the SQ.
- 10.2 Question 8.2 is assessed on a pass/fail basis. Tenderers are required to pass question 8.2 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 10.3 below.
- 10.3. In order to pass Question 8.2, Tenderers must either:
- have indicated in their response to question 8.2.a that it does not apply to them; or
  - have indicated in their response to question 8.2.a that it does apply to them and confirmed in their response to 8.2.b and c that it can provide supporting evidence if required to do so and has a policy in place.
- 10.4. A Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **11.0 PROGRESS TO AWARD STAGE**

- 11.1. Provided Tenderers pass the compliance checks and the subsequent assessments set out above they will progress to the Award Stage in the evaluation process

## **STAGE TWO – AWARD STAGE**

### **12.0 EVALUATION METHODOLOGY**

- 12.1. This part of the Instructions provides guidance on the methodology that will be used for the evaluation of the Tenders.
- 12.2. The Council will award the Contract to the most economically advantageous Tender based on a combination of price and quality. The next sections in this Appendix 1 sets out and explains how that evaluation will be carried out.

### 13.0 EVALUATION CRITERIA

13.1. The Evaluation Criteria which will be applied and their weightings are set out in the Table below

13.2 Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

13.3 Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

13.4 The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

<b>Evaluation Criteria:</b> <b>Commercial</b>		<b>PERCENTAGE%</b>	<b>Means of evaluation</b>
Price		50%	PRICE BREAKDOWN AS SET OUT IN APPENDIX C – PRICING SCHEDULE COMPLETED BY THE BIDDER.
<b>Evaluation Criteria: Quality</b>			
Approach and Methodology		20%	WRITTEN SUBMISSION
Service Standards		15%	WRITTEN SUBMISSIONS
People		5%	WRITTEN SUBMISSIONS
<b>Evaluation Criteria:</b> <b>Social Value</b>		10 %	WRITTEN SUBMISSION

### 13.5 Evaluation of Variant Bids

Variant Bids submitted by Tenderers will be evaluated against the same Evaluation Criteria and will use the same evaluation methodology as the standard bids.

All pricing documents must be presented in Pounds Sterling and be stated as exclusive of VAT but inclusive of all other costs.

## 14.0 EVALUATION PROCESS

### 14.1 Pricing evaluation

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (50% following weighting). All other bids will be compared against that lowest bid

The example below provided for indicative purposes only. The table below shows that the pricing provided by Tenderer C is the lowest. As such Tenderer C would be allocated the maximum score of 50 points, and then all other scores would be a percentage reduction against this, e.g. Tenderer A would score  $\text{£}9,400/\text{£}12,000 \times 50\% = 39.2$  points.

Tenderer A	£12,000	39.2 points
Tenderer B	£9,500	49.5 points
Tenderer C	£9,400	50.0 points

### 14.2 Quality evaluation

The Quality evaluation will be scored in accordance with the table below.

#### Scoring matrix for the technical and quality criteria

0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others.

4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

### 14.3 Social Value evaluation

The Council is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided (section 1(3) Public Services (Social Value) Act 2012). In meeting this requirement, the Council looks to achieve social value from all goods, works and services that it procures over £100,000 and as a result includes social value as part of its assessment of value for money and determining the most economically advantageous tender. The Council is actively seeking contractors who share their commitment to proactively deliver additional social value to the Parish.

This procurement therefore will take into account the social value priorities of the Council relating to the economic, social and environmental well-being of the Town.

Delivery of social value measures ("Social Value") should not be included in the cost of delivering the Services. You are required to offer measurable targets of social value, in addition to fulfilling the Services set out in the Specification. The Tenderer is required to complete the following as part of their Tender:

### 14.4 Social Value Statement

The Tenderer is required to complete a social value statement. The measures are based on the National (Themes, Outcomes and Measures) developed by Government and set out below.

The Council is not prescriptive as to which themes, outcomes and measures are being sought from Tenderers by way of their social value proposals and Tenderers are free to choose those measures that are proportional and relevant to their business and this specific Contract. The key will be the successful delivery of the commitments the Tenderer makes.

The Tenderer should note that any Social Value proposals made as part of their tender will form a contractual commitment and will be monitored as a Key Performance Indicator during the Contract term. The Tenderer should therefore ensure that commitments made within their Social Value statement are within their capacity and capability to deliver.

## 14.6 Proportionality

The Tenderer is not obliged to commit to any specific measures and should ensure that their proposals are relevant and proportional to this Contract (for example, social value bids that have a proxy value in excess of 100% of the contract price are unlikely to be deliverable).

The Tenderer must accompany any target figures for specific Social Value measures with a brief explanation for each, which demonstrates that they have credible processes in place to deliver what is being offered. This should also explain whether this will be delivered directly by the Tenderer or through its supply chain. Additional supporting documentation may be provided where necessary to justify the Tenderer's approach. Without this explanation the Council may disregard this element of the proposal in its evaluation.

## 14.7 Social Value Criteria

Social Value Theme	Outcomes	Examples of targets
<b>Jobs: Promote Local Skills and Employment</b>	<ul style="list-style-type: none"> <li>• More local people in employment</li> <li>• More opportunities for disadvantaged people Improved skills for local people</li> <li>• Improved employability of young people</li> </ul>	<ul style="list-style-type: none"> <li>• Number of local people employed in the contract</li> <li>• Number of apprentices taken on as part of the contract</li> <li>• Number of staff trained as part of the contract</li> <li>• Number of people on the living wage</li> <li>• Number of people employed who are not in education, employment of training</li> </ul>
<b>Growth: Supporting Growth of Responsible Regional Business</b>	<ul style="list-style-type: none"> <li>• More opportunities for Small and medium sized businesses Improving staff wellbeing</li> <li>• A workforce and culture that reflect the diversity of the local community</li> <li>• Ethical procurement is promoted</li> <li>• Social Value embedded in the supply chain</li> </ul>	<ul style="list-style-type: none"> <li>• Total amount of money spent in the local economy over the life of the contract.</li> <li>• Total amount spent with local micro, small and medium sized businesses</li> <li>• A commitment to ethical procurement, anti-slavery statement</li> </ul>
<b>Environment: Protecting and Improving Our Environment</b>	<ul style="list-style-type: none"> <li>• Climate impacts are reduced Air pollution is reduced</li> <li>• Better places to live Sustainable Procurement is promoted</li> </ul>	<ul style="list-style-type: none"> <li>• Number of low or no emission vehicles used in delivering the contract</li> <li>• Number of car miles saved (through car sharing other forms of travel)</li> <li>• A copy of the bidder's environmental policy which includes positive environmental and / or carbon reduction practices</li> </ul>

		<ul style="list-style-type: none"> <li>• Other sustainability commitments, for example measures to reduce the use of plastic or harmful chemicals</li> </ul>
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## 14.8 Evaluation of Social Value Proposals

The Council will evaluate Tenderers' statements and specific responses, in accordance with the principles set out in the Scoring Scale below. A complete statement offering measurable outcomes against national themes, as set out above will result in a bid receiving 100% of the available marks (10% following weighting).

### Scoring Scale

Completed social value statement with specific targets against any three of the measures as set out	100% (met in full)
Completed social value statement with specific targets against any one of the measures as set out	50% (partially met)
Completed social value statement but with no specific measures	0% (not met)

## APPENDIX TWO: KEY PERFORMANCE INDICATORS (KPIs)

Staffing		Measure
Contract fully staffed at all times		Staff Attendance Contract meetings
Retention of key staff	Consistency of staffing across the contract	Staff Attendance Contract meetings
Staff appearance	Staff wear uniform and ID at all times	Spot checks
Staff knowledge	All staff are professional and courteous and demonstrate a detailed knowledge of the service and the contract	Reporting Procedures Spot checks
Contract Management	Suitably experienced contract management resources are in place. Staff are responsive	Responsive written and verbal communication
Cleaning Standards	The Council's cleaning specification and standards are adhered to	Spot checks Quarterly inspections Customer comments
Consumables	Consistent supply of consumables on sites  Innovative approach to new and sustainable products	Spot checks Quarterly inspections Customer comments Management meetings
Health and Safety	Written procedures are comprehensive and up to date  PPE is worn at all times  Staff are fully trained	Spot checks Quarterly inspections Customer comments



	All operatives sign in and out on site	Management records Signing in sheets
Contract Management	Contract Management staff are responsive and accessible and attend regular client meetings	Responsive written and verbal communication Meetings take place
Contract Management	Flexible and responsive to the delivery of ad hoc additional services	Responsive written and verbal communication Management meetings
Contract Management	Responsive to complaints and problem solving	Responsive written and verbal communication Complaints log
Contract Management	Record keeping and management performance is accurate and complete	Written records KPI performance
Invoicing	Invoicing is accurate and to time	Monthly Finance Accounts

### Marking

Significantly exceeds standard	5
Exceeds defined standard	4
Meets defined standard	3
Fails to meet defined standard	2
Significantly fails to meet defined standard	1