

WANDSWORTH BOROUGH COUNCIL

**INVITATION TO TENDER  
FOR THE PROVISION OF THE HORTICULTURAL  
MAINTENANCE OF PARKS, COMMONS, OPEN SPACES,  
CEMETERIES AND OTHER SITES AND FOR GRAVE  
DIGGING, LITTER PICKING AND THE MANAGEMENT  
AND BOOKING OF SPORTS FACILITIES (“LOT 1”) AND  
FOR THE PROVISION OF TREE MAINTENANCE  
SERVICES (“LOT 2”) AND FOR THE PROVISION OF  
HOUSING GARDEN MAINTENANCE SERVICES (“LOT  
3”).**

**VOLUME 1 OF 7**

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# CHAPTER ONE

## PREAMBLE AND GENERAL INFORMATION

### 1. Introduction

- 1.1 Wandsworth Borough Council is inviting tenders from suitably experienced and qualified contractors for the provision of:
  - 1.1.1 the horticultural and other “green space” related maintenance of parks, commons, cemeteries, open spaces and other sites, grave digging, litter clearing and the management and booking of sports pitches in accordance with the Specification as set out in Volume 3A (“Lot 1”); and
  - 1.1.2 tree maintenance services in accordance with the Specification as set out in Volume 3B (“Lot 2”); and
  - 1.1.3 housing garden maintenance services in accordance with the Specification as set out in Volume 3C (“Lot 3”).
- 1.2 The Services are currently performed externally and information about current employees for each Service is attached.
- 1.3 Tenderers are invited to tender for the lots they were shortlisted for as set out in the covering letter. The Council intends to award three separate contracts, one for each Lot.
- 1.4 Each Contract will be for a period of eight years commencing on 24<sup>th</sup> February, 2013, but subject to a four-year extension upon the mutual agreement of both parties before the termination of the Contracts.
- 1.5 The award of the Contracts will be based upon the most economically advantageous tender. The Contracts shall be awarded in accordance with the criteria for award at paragraph 11 of Chapter 2 of these Instructions for Tendering.
- 1.6 Instructions for Tendering are included in Chapter 2 and the Council anticipates that the timetable for the letting of the Contract will be as follows:
  - (a) Closing date for expressions of interest: 10<sup>th</sup> April 2012.
  - (b) Closing time for the return of tenders: 12 noon, Wednesday 18<sup>th</sup> July 2012.
  - (c) Consideration by the ECCSOSC Committee/ Housing Overview and Scrutiny Committee/Executive meetings of September/October 2012
  - (e) Notification of Contract award to the successful Tenderer: 22<sup>nd</sup> October 2012
  - (f) Finalise Contract formalities and Contract Sealing: November 2012.
  - (g) Commencement of Contract: 00:01am on 24<sup>th</sup> February, 2013
- 1.7 The Services for Lot 1 are currently performed externally on an interim basis by OCS Group Limited and the core services are similar to those provided at present.
- 1.8 The Services for Lot 2 are currently performed externally by Advanced Tree Services and the core services are similar to those provided at present.

- 1.9 The Services for Lot 3 are currently performed externally on an interim basis by OCS Group Limited and the core services are similar to those provided at present.

## 2. Outline of Service Requirements

- 2.1 A summary of the Services included in each Lot are as follows:

2.1.1 **Lot 1:** The main areas and sites covered by this Contract are detailed in the Schedules and shown in the site plans. They comprise around 420 hectares in total; approximately 162 hectares of commons, 188 hectares of parks and open spaces, including highway verges and the grounds of Adult and Children's Services premises, and 70 hectares of cemetery grounds. Throughout each year of the Contract the Contractor shall visit every site contained within the Contract as frequently as is necessary to achieve the standards set out in the Specification. Tenderers are required to provide detailed Method Statements for all of the Services included in the Contract, including those Services which may not, after detailed tender evaluation, be incorporated in the Contract. Detailed descriptions of the tasks and duties required are provided in the Specification and the tenderer's Method Statement shall clearly demonstrate how the required standards shall be achieved. Tenderers must submit evidence in their Method Statements which recognises and takes account of the individual Services set out in the Specification, which include, amongst other Services routine horticultural maintenance, sports pitch maintenance and bookings, litter clearance and cleansing, grave digging and other cemetery related duties, working in and around lakes and other water bodies and the provision of a Park Ranger/Patrol service and Graveside Burial Duties.

The Services required include:

- a) horticultural and where appropriate sports pitch maintenance to all parks, commons, cemeteries and other open spaces,
- b) litter collection and clearance and emptying of litter and other waste bins, and the sweeping of external hard surfaces etc at all sites. **Attention is drawn to the requirement for Tenderers to include proposals to achieve a year on year reduction in the total quantity of litter removed from the sites and a year on year increase in the quantity of waste that is successfully recycled, for each year of the Contract**
- c) Grave digging and associated duties,
- d) Regular and appropriate maintenance of ecological grassed and planted areas including Sites of Metropolitan Importance for Nature Conservation and statutory Local Nature Reserves,
- e) Provision of a Sports Booking Service for the outdoor sports facilities; pitches and changing accommodation. The Contractor shall have an electronic booking system in place from the Commencement Date and shall develop links between its system and the Council's web-site by no later than the end of **the first year of the Contract** The Sports Bookings Service shall include attendant, cleansing and maintenance duties in respect of the sports changing facilities.
- f) Provision of attendant, cleansing and maintenance services at specified public toilet facilities,
- g) Cleaning and general maintenance of specified buildings and facilities,

- h) Maintenance of specified buildings and structures,
- i) Routine maintenance of lakes and other water bodies to include ancillary equipment such as aerators, barrier nets etc and the management of the fish stocks,
- j) Provision of support services for the preparation and staging of the Council's

2.1.2 **Lot 2:** The Contract provides for the care and maintenance of all of the borough's trees and includes trees growing in highway verges, the grounds of council housing estates and other council properties/premises, parks, commons, open spaces and cemeteries. In total this amounts to approximately 55,000 trees. The Services required include the routine, programmed pruning and, as appropriate, felling of trees, ad-hoc works of a similar nature and an emergency response service, including a seven day a week out of hours service to deal with any tree related problems.

2.1.3 **Lot 3:** The Contract provides for garden maintenance services at housing estates and other locations at the Sites set out in Schedule 5 (Volume 3C). The Contract provides for both summer and winter works. For summer works the Council requires services for cutting grass, weeding and maintenance of planted, shrub and hedge areas, laying turf, sowing grass seeds, pruning shrubs and roses and leaf clearance. For winter works the Council requires services for planting shrubs and bulbs, applying mulch and any additional services that may be required. The Services will be carried out at housing estates and other locations as set out in Volume 3C. Historic volumes and frequencies are given for information purposes only however Tenderers should note that since figures were compiled the Council has introduced the concept of Residents Choice which allows residents to determine the frequency and selection of tasks on individual housing estates. Residents may wish to employ their staff or indeed may undertake some of the functions within this tender by themselves on these estates. Therefore the volumes and frequencies should be considered accordingly.

2.2 The volumes and frequencies as set out in these documents offer no guarantee of workload and are indicative only. It should be noted that the Council makes no representations or warranties as to the level of business that will be placed with a Contractor (if any) during the Contract Period. Claims made on the basis that the expected value of business is not achieved will not be permitted and the Council shall have no liability to the Contractor in respect thereof. Payment made to the Contractor will reflect the actual service provided, calculated at the relevant unit rate submitted in the tender, adjusted pro rata where appropriate.

2.3 The Local Government Act 1999 places a statutory duty on the Council to make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness ("the Best Value Duty"). Service user satisfaction and the quality of the services delivered as compared against comparable services delivered by other private, public or voluntary sector organisations, will be very important factors in determining whether the Council fulfils its Best Value Duty.

2.4 To comply with its Best Value Duty, the Council will need to regularly challenge the purpose for any given service it provides to determine whether the service meets current and future needs, consult with service users and other stakeholders, and compare performance against other service providers.

2.5 The Council has a proven track record for providing high quality services and the successful Tenderer will therefore be required to demonstrate an ability to provide high quality services in all areas covered by the Contract, and to show an ongoing commitment to continually improve

those standards. Services shall as a minimum comply with statutory requirements, Government regulations, and non-statutory guidance from Government departments and agencies. Performance shall be in accordance with the Conditions, Specification and Schedules comprising the Contract and shall comply with all Wandsworth Borough Council directives notified to the Contractor. The Services required are shown within the Specification and are subject to the Conditions and Schedules. Without prejudice to those, the Services required are broadly outlined below.

- 2.6 **Alternative Methods.** As part of its ongoing commitment to continually improving service standards the Council wishes to determine the costs of initiatives that may improve the current service. Tenderers are therefore encouraged to submit alternative methods which they consider more appropriate for the delivery of the Services and to indicate social, environmental, economic or other advantages which may accrue to the Council as a result. If these alternative methods do not achieve full compliance with the Specification or offer Services additional to or at a higher level than that required by the Specification, the Tenderer should submit such alternative methods in addition to its submission for the delivery of the Services in accordance with the Specification that are priced in accordance with the Instructions for Tendering.

### 3. Contract Conditions

- 3.1 A draft Form of Contract and the draft Conditions for each Lot have been prepared and are included at Volumes 3A, 3B and 3C respectively. The details of some of the operational conditions highlighted below are without prejudice to the Conditions themselves.

- 3.2 **Assets.** The Contractor is to be responsible for the provision of such assets as are necessary for the proper performance of the Services. All assets employed by the Contractor shall be fit for the purpose of the Contract. This is to include the provision of all premises, vehicles, plant, machinery, equipment and any other resources which may be deemed necessary in order to provide the Services to the Contract Standard. Such provision should also include for effective contingency and back up arrangements in order to ensure delivery of Services at all times.

- 3.3 **Premises.**

**For Lot 1:** Part of the Council's premises will be made available to the Contractor if required, under a lease and in accordance with the provisions of Condition 19 of the Contract. Tenderers will be required to inform the Council as to whether they intend to utilise the Council's premises in their tenders. The Council's premises are comprised of 6 sites, namely at Tooting Common, Wandsworth Common, Battersea Park, Putney Vale Cemetery, Wandsworth Cemetery, and Battersea New Cemetery (the "Council's Premises"). Further details on the Council's Premises are provided at Schedule 7, together with the template form of lease that the Tenderer will be required to enter into. Tenderers will not be entitled to only take some of the 6 sites as the Council's Premises must be let as whole. The rent for the lease shall be a peppercorn per annum (if demanded) and there will be no service charge payable. Tenderers will be expected to pay utility charges such as electricity, gas and water, as set out in more detail in the Form of Lease. Tenderers intending not to use the Council's Premises and to use other premises are required to provide full details of their intended location and evidence of rights to use in the form of a lease or licence should be submitted in order that the Council may satisfy itself as to their suitability.

**For Lot 2:** The Council has no premises available to offer in respect of this Contract. Tenderers are required to provide full details of their intended location (including office details) in order that response times can be met and the Council may satisfy itself as to their suitability.

**For Lot 3:** The Council has no premises available to offer in respect of this Contract. Tenderers are required to provide full details of their intended location (including office details) in order that response times may be met and the Council may satisfy itself as to their suitability.

3.4 **Contract Standard.** Services provided shall comply with all relevant professional requirements, statutes and common law, statutory instruments, judicial decisions and European Community directives and the general duty to secure continuous improvement having regard to a combination of economy, efficiency and effectiveness pursuant to section 3 of the Local Government Act 1999. The Specification is not prescriptive in relation to methodology and detailed procedures to be adopted and Tenderers are required to submit a Method Statement setting out their approach, methodology, staffing mix and procedures for providing the Services. The successful Tenderer will be contractually bound by the approval and acceptance of its Method Statement which may be subject to agreed changes as part of the contract award process.

3.5 **Resources and Performance.**

**Lot 1:** The Tenderer is required to nominate a Contract Manager for Lot 1 and shall ensure that a sufficient number of personnel and managers are available to provide the Services in accordance with the Specification.

**Lot 2:** The Tenderer is required to nominate an Arboricultural Manager for Lot 2 and shall ensure that a sufficient number of personnel and managers are available to provide the Services in accordance with the Specification.

**Lot 3:** The Tenderer is required to nominate a Contract Manager for Lot 3 and shall ensure that a sufficient number of personnel and managers are available to provide the Services in accordance with the Specification.

3.6 **Quality and performance monitoring.** The Council requires that the successful Contractor has in place its own systems to monitor its performance and to that end tenderers will be expected to show that they can provide a robust self monitoring system capable of providing the Services to the Contract standard in a timely fashion. Notwithstanding the foregoing the Authorised Officer will monitor the volume, timeliness and quality and, where appropriate, the environmental impact of the Services provided to the Council and will assess the general performance of the Contractor. In accordance with the Best Value Duty, the Council may require changes in the Services or in the implementation of the Services. The Council may implement such changes in accordance with Condition 10, Modifications, or by any other appropriate means, for example, via an instruction from the Authorised Officer. Unsatisfactory performance by the Contractor will result in rectification and/or default notices requiring remedial action and default deductions from Contract payments. In the event of persistent failure to achieve the Contract Standard, the Council may suspend part of or the entire Contract or terminate the Contract as the Council deems appropriate.

3.7 **Termination and handover.** The Council may terminate the Contract in specified circumstances set out in the Contract, which largely relate to financial standing and breach of the Contract by the Contractor. The default system also provides for early termination in circumstances of repeated poor performance. The Contractor is also required to comply with re-tendering and handover arrangements, including the provision of information on employees where it is reasonable to consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply.

3.8 **Plant.** The Contractor is to supply all equipment, furniture, vehicles and plant required and is to ensure that they are suitable for the purposes of the Contract.

3.9 **Pricing, Payment and Modifications.**

**For Lot 1:** Tenderers will be required to submit an annual rate for each service area, with prices after year one subject to indexation. The total to pay may change in accordance with the change of scope in services. Modifications will be dealt with under Condition 10 of the Contract. The Contractor will be paid every 4 weeks in arrears, based on one thirteenth (thirteen, four weekly payments) of the annual rate for each service area, with adjustments for modifications, defaults, and relevant indexation. The annual rates after year one will be subject to Indexation. The annual rates shall be exclusive of VAT but inclusive of all other costs necessary to perform the Services to the Contract Standard.

**For Lot 2:** Tenderers will be required to submit Detailed Rates for each of the works items specified in the Bills of Quantities with the Detailed Rates after year one subject to indexation. Tenderers may also submit an Emergency Services Annual Sum which is an annual retainer for the provision of the Emergency Services. Modifications will be dealt with under Condition 10 (Modifications) of the Contract. The Contractor will be paid the sums calculated as due with reference to the Detailed Rates for each completed Works Order with adjustments for relevant indexation. The Contractor will be paid the Emergency Services Annual Sum monthly in arrears. The Detailed Rates and the Emergency Services Annual Sum after year one will be subject to Indexation. The Detailed Rates and the Emergency Services Annual Sum shall be exclusive of VAT but inclusive of all other costs necessary to perform the Services to the Contract Standard.

**For Lot 3:** Tenderers will be required to price an Fixed Summer Sum and Detailed Rates for the performance of the summer works in accordance with the Specification. The Contractor will be paid 4 weekly in arrears from the first week in March to the first week in November, 1/9<sup>th</sup> of the Fixed Summer Sum for the summer works completed by the Contractor in accordance with the Contract. The Contractor is also required to submit Detailed Rates for the winter works in accordance with the Specification. The Contractor will be paid 4 weekly in arrears from the second week in November to the last week in February, the Detailed Rates for the winter works completed by the Contractor and as calculated in accordance with the Contract. The Fixed Summer Sum and Detailed Rates after year one will be subject to Indexation. The Fixed Summer Sum and Detailed Rates shall be exclusive of VAT but inclusive of all other costs necessary to perform the Services to the Contract Standard. Modifications will be dealt with under Conditions 10 of the Conditions of Contract. Tenderers should note that this Contract is subject to fluctuations and services may be removed from time to time as a result of request by Residents through Residents Choice or as otherwise require by the Council. Tenderers should take this into account when tendering because the Council will not be liable to the Contractor for any loss whatsoever incurred by such change including without limitation for reduced opportunity to earn overhead contribution or profit elsewhere.

3.10 **Discounts.** Tenderers submitting tenders for more than one lot are also invited to offer a percentage discount to apply in the event the Council decides to award more than one of the Contracts to a single Tenderer. Discounts will not be taken into account at evaluation. Discounts offered will be applied in the event that following evaluation of Tenders, one Tenderer is awarded more than one Lot.



- 3.11 **Rectifications and Defaults.** Tenderers should take full account of the monitoring systems to be employed by the Council, as set out in Condition 34 and Schedule 4, and should note that all work carried out under the Contract will be subject to quality inspection. It is a requirement that unsatisfactory work be re-performed where possible and the Council may make deductions where the Contractor fails to provide the Service in accordance with the Contract Standard.

## **4. Quality and Environmental Performance**

- 4.1 The Council gives the utmost priority to attaining the highest quality of service and to continuity of service provision. The Contractor shall therefore ensure that all necessary arrangements have been made to guarantee full and immediate operation of all functions at the commencement of the Contract. (The attention of Tenderers is drawn to the requirement to submit a Method Statement at paragraph 4 of the Instructions for Tendering and to paragraph 8.1 of the Instructions for Tendering and the Contractor will be contractually bound by the inclusion of the approved Method Statement at Schedule 3 to the Contract.)
- 4.2 Whilst the Council does not require the Contractor to have obtained certification under a recognised quality assurance standard, Tenderers will be expected to offer acceptable assurances or evidence of a capacity to carry out the work in accordance with the requirements of the Specification. Tenderers' attention is drawn to the Conditions and the need to submit a quality assurance and monitoring programme to meet these requirements upon request.
- 4.3 The Council has adopted a quality improvement initiative "Customer Service". The Contractor is to adopt as part of its methods of operation, the principles set out in the initiative and ensure, that staff receive the appropriate training to implement the initiatives objectives. Details of the Customer Service quality improvement initiative are set out in Schedule 6 to the Contract.
- 4.4 The Council is committed to minimising its impact on the environment and continually improving its environmental performance. As part of this commitment the Council has adopted an Environmental Ambition Statement which can be downloaded from <http://www.wandsworth.gov.uk/info/200105/sustainability> (and which is supported by an Action Plan) and the Council commends its Principles of Action to all organisations providing a service on the Council's behalf and in this regard, the tenderer's attention is drawn to Condition 53 of the Contract.
- 4.5 The Contractor shall submit to the Authorised Officer for his approval the list of firms from which it will obtain its materials as part of the Method Statements. The contractor shall be expected to demonstrate a green purchasing policy using, where appropriate recycled materials and wood certified under the Forestry Stewardship Scheme. Amendments as they occur are to be notified in writing to the Authorised Officer. In the case of materials to be supplied by the Contractor, the Contractor shall as required by the Authorised Officer provide samples of the proposed materials for the authorised Officer's approval, before carrying out specified tasks.

## **5. Tenderer's Warranties**

In submitting a Form of Tender the Tenderer warrants and represents and undertakes with the Council that:

- (a) it has not done any of the acts or matters referred to in paragraph 10 of the Instructions for Tendering and has complied in all respect with the Instructions for Tendering;

- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of the Form of Tender and this Tender generally are true, complete and accurate in all respects;
- (c) it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender, the Specifications and Schedules and the Conditions and that it has not submitted the Form of Tender, and will not have 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;
- (d) it has full power and authority to enter into the Contract and to carry out the Services and will if requested produce evidence of such to the Council;
- (e) it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted under paragraph 8.1 of the Instructions for Tendering) which may adversely affect such financial standing in the future;
- (f) by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and
- (g) it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

## **6. Invitations to Tender**

The fact that the Tenderer has been invited to submit a tender does not necessarily mean that the Contractor has satisfied the Council regarding any matters raised in the questionnaire submitted and notwithstanding that the Tenderer has been invited to tender, the Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the Services. However, the Council reserves the right to any matters raised in the Pre- Qualification Questionnaire where circumstances have changed in some material aspect.

## **CHAPTER TWO**

### **INSTRUCTIONS FOR TENDERING**

#### **1. Preparation of the Tender**

- 1.1 It is the responsibility of each Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender. Tenderers shall acknowledge that upon submission of their Tender they have satisfied themselves that they fully understand the requirements of the Specification and Tender Documents, the local conditions, and the full extent of the obligations under the Contract.
- 1.2 Information supplied to Tenderers by the Council (whether in the Tender Documents or otherwise) is supplied for general guidance in the preparation of Tenders. The Council shall exercise reasonable care and skill with respect to its preparation of information supplied to Tenderers. Tenderers shall take all reasonable steps necessary to satisfy themselves by their own investigations at their own expense of the accuracy of such information and shall be deemed to have done so. Notwithstanding the foregoing, neither the Council nor any of its Employees makes any representations or warranties as to the accuracy of any information supplied by the Council and any information provided by a third party and no claim against the Council will be allowed, whether in contract or tort, under the Misrepresentation Act 1967, or otherwise on the grounds of any inaccuracy with respect to such information supplied to Tenderers.
- 1.3 All information supplied by the Council in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer and shall not be disclosed to any other persons except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.
- 1.4 The Tender Documents are and shall remain the property of the Council and must be returned upon demand. Copyright in and ownership of the Tender Documents including the Conditions, the Specification and the Schedules and in all documents (including any drawings and plans) forming part or mentioned or referred to in the Tender Documents shall remain in the Council.
- 1.5 Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of the Council.
- 1.6 The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated in its Tender which shall (except insofar as otherwise provided in the Contract) cover all the Tenderer's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks contingencies and any other circumstances which might reasonably influence or affect the Tenderer's Tender.

#### **2. Clarification of Documents**

- 2.1 Tenderers should seek to clarify any points of doubt or difficulty with the Council before submitting a Tender. For this purpose contact shall only be made with Simon Cooper-Grundy, Chief Parks Officer, by e-mail to [scooper-grundy@wandsworth.gov.uk](mailto:scooper-grundy@wandsworth.gov.uk), or by letter addressed to Environment and Community Services, FAO: Simon Cooper-Grundy, Wandsworth Borough

Council, The Town Hall, Wandsworth High Street, London, SW18 2PU and the Council will endeavour to answer any such written enquiries prior to tenders being submitted. No contact shall be made with any other officers or employees of the Council without prior written consent.

- 2.2 Written replies will be provided to all such enquiries and any additional points of clarification or information contained therein will be circulated to all prospective Tenderers. Any answers to questions and advice or other information provided is given as general guidance in accordance with, and subject to, paragraph 1.2 of these Instructions for Tendering and the Tenderer has in the terms of this Contract an unqualified responsibility to determine the full extent of the Contract and the resource obligations and the risk that the price submitted in the Form of Tender has upon the Tenderers.
- 2.3 The Council must satisfy itself of the ability of the prospective Tenderers to perform Services under the Contract. Therefore some enquiries have been made before Tenders were invited and further enquiries will be made by the Council as and when it considers necessary. If it subsequently transpires a Tenderer does not have the experience or knowledge to carry out the Services the Council reserves the right to reject their tender.
- 2.4 Before tendering, Tenderers must ascertain the full nature and extent of services of each site and all local conditions and restrictions likely to affect the execution of the services. No claims for extra payment will be considered as a result of a Tenderer's lack of knowledge of site conditions.

### **3. Basis of Tenders**

- 3.1 Tenders are invited on the basis that:
  - (a) all prices quoted in the Tender Documents and all associated documents shall be exclusive of VAT but inclusive of all administrative costs and overheads including without limitation, labour, travel, materials, unproductive time, staff training attendance at meetings, liaison with the Authorised Officer and the Council's internal and external auditors and other external agencies, and travelling and subsistence;
  - (b) the Contracts are for a period of eight years subject to the termination provisions contained therein and subject to a four-year extension upon the mutual agreement of both parties before the termination of the Contract;
  - (c) the sums payable to the Contractor by the Council under the Contract shall be determined on the basis of the amounts quoted in the Tender and varied only as provided by the Contract;
  - (d) the successful Tenderer must undertake all preparatory work and must commence full operations under the Contract on the Commencement Date;
  - (e) the prices quoted in the Tender Documents and all information supplied in response to this Tender in connection with the evaluation of the award criteria set out at paragraph 12 of these Instructions for Tendering including all correspondence received in connection with the same, shall not be deemed to be confidential or commercially sensitive or exempt from disclosure under the Freedom of Information Act 2000 and the Council may disclose the same without limitation including in response to a

freedom of information request, in response to a request for a debriefing under the Public Contracts Regulations 2006 and as part of its award process;

- (f) Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted;
- (g) in addition to any more specific obligations imposed by the terms of the Contract, the Tenderer must satisfy the Council of its ability to provide the Services to the standards set out in the Contract and that its methods and resources are sufficient and fit for purpose;
- (h) a tender may be rejected if the Tenderer makes material changes to, or (in the Council's opinion) a material change takes place in respect of their Pre-Qualification submission unless substantial justification can be provided to the satisfaction of the Council;
- (i) the Council shall use a Tender evaluation process which will apply specified weightings to the award criteria in accordance with Regulation 30 of the Public Contracts Regulations 2006;
- (j) the Council does not bind itself to accept any of the Tenders and may terminate this tender process at any point prior to entry into a legally binding contract; and
- (k) the Council shall not be responsible for any costs, expenses or losses (of whatever nature) incurred by any Tenderer in connection with this tender process.

#### **4. Method Statement**

- 4.1 For each Lot for which they tender, Tenderers are required to incorporate a Method Statement within their Tenders describing their detailed proposals for their performance of the Contract and how they intend to work with the Council to deliver Best Value in the performance of the Contract. The Method Statement shall be sufficiently detailed and (subject to approval by the Council) the finalised Method Statement will be incorporated as Schedule 3 to the Contract and will form part of the Contractor's contractual commitment to the Council. The requirements for the Method Statement for each Lot are set out in Volumes 2A, 2B and 2C respectively.

#### **5. European Acquired Rights Directive and TUPE**

- 5.1 Tenderers are advised to take their own independent professional advice on the possible application of the Acquired Rights Directive EEC Directive 2001/23 (the Directive), the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and the Best Value Authorities Staff Transfers (Pensions) Direction 2007 to any Contract that may arise from any Tender they submit.
- 5.2 So that the Council may form its own view as to the likelihood of the Regulations or Directive applying, Tenderers are required to complete the Questionnaire (within Chapter Four), which seeks certain information as to how the Contract would be performed in practice, and asks Tenderers to state whether they would or would not be prepared to offer the Council certain indemnities.

## **6. Performance Bond or Parent Company Guarantee Lot 1 and Lot 2 ONLY**

### ***EITHER***

The Council is requesting Tenders on the basis that a Performance Bond shall not be required and Tenderers are also requested to tender any additional amount that shall be due under the Contracts for Lot 1 and Lot 2 if the Council shall require the Tenderer to provide a Performance Bond.

A Performance Bond from the Commencement Date may be required for this Contract from a Surety approved by the Council in the Form of Performance Bond set out in Chapter Three in the sum of £300,000 (three hundred thousand pounds) **for Lot 1** or the sum of £100,000 (one hundred thousand pounds) **for Lot 2**. The Tenderer must submit details of its proposed Surety, and a letter from such Surety confirming that it is prepared to give a bond in the required Form and for the required amount and also state at what cost to the Tenderer. The Surety must be acceptable to the Council e.g., Bank or Insurance Company of high standing.

The Council reserves the right to self-insure the Contract for Lots 1 and Lot 2. In these instances the Council will reduce the value of the contract payment by the amount indicated by the Tenderer for the provision of a Performance Bond.

### ***OR***

**For Lot 1 and Lot 2** if the successful Tenderer is a subsidiary company (within the meaning of Section 736 of the Companies Act 1985) the Council may require a Guarantee (in the form of the Parent Company Guarantee set out in Chapter Three) from the successful Tenderer's ultimate holding Company or Companies 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.

## **7. Freedom of Information**

The Council is a public authority within the meaning of the Freedom of Information Act 2000 ("2000 Act"). Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the 2000 Act. Subject to paragraph 3(e) of these Instructions for Tendering, Tenderers should state if and why any of the information supplied by them in response to this Invitation to Tender is confidential or commercially sensitive or exempt from disclosure under the 2000 Act. Notwithstanding the foregoing, unless an exemption under the 2000 Act or a duty of confidence applies, information shall be disclosed in accordance with the 2000 Act in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.

## **8. Instructions for the Return of Tenders**

- 8.1 A Tender must be made in accordance with these Instructions for Tendering. Tenders shall be made on the Form of Tender for the relevant Lot incorporated in Volume 2A, 2B and 2C respectively. Tenders shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with:

- (a) the Certificate that the Tender is Bona Fide having been dated duly signed on behalf of the Tenderer and showing the Tenderer's principal place of business;
- (b) the duly completed Form of Tender;
- (c) the Invitation to Tender Document shall be returned complete in its original binding and without alteration to the text;
- (d) the rates as detailed within Schedule 2 to the Contract;
- (e) the Tenderer's Method Statement as required by paragraph 4 of the Instructions for Tendering above;
- (f) the TUPE questionnaire duly completed;
- (g) the name and address of the Tenderer's Banker(s) who may be approached for statements regarding financial standing;
- (h) a copy of the Tenderer's policy or policies of insurance;
- (i) a letter from the proposed Surety confirming that they will enter into the Performance Bond for the Council's benefit in the terms set out in the Tender Document, if appropriate;
- (j) For Lot 1 ONLY, confirmation that the Tenderer will enter into the Lease in the form as provided for in Volume 3A for those properties listed in Volume 3A;
- (k) confirmation of the Parent Company Guarantee, if appropriate; and
- (l) A certificate from an actuary who is a member of the Institute of Actuaries in London and Oxford or the Faculty of Actuaries in Edinburgh, appointed by the Tenderer or its proposed sub-contractor, confirming that the Tenderer's pension scheme which would be offered to transferring staff is broadly comparable with the Local Government Pension Scheme, in accordance with the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

8.2 All documents requiring a signature must be signed:

- (a) where the Tenderer is an individual, by that individual and witnessed by an independent third party;
- (b) where the Tenderer is a partnership by two duly authorised partners whose signatures shall be witnessed by an independent third party; and
- (c) where the Tenderer is a company by two directors or by a director and the company secretary of the Company, such persons being duly authorised for that purpose and Tenderers acknowledge that the Council may for all purposes rely on the due authority and authenticity of the persons signing and of the signatories to all documents.

8.3 All documents must be sealed in envelope 'B' and then inserted into envelope 'A' which must then also be sealed and delivered to the Chief Executive and Director of Administration, Room

162, Wandsworth Borough Council, The Town Hall, Wandsworth High Street, London SW18 2PU, not later than 12 noon on Wednesday 18<sup>th</sup> July, 2012. No Tender will be considered if it is not delivered as prescribed in these Instructions for Tendering including by the due date and time.

- 8.4. The Council reserves the right to amend the tendering timetable at any time. The Council is unlikely to consider requests for an extension of the closing date and time specified in paragraph 8.3 of the Instructions for Tendering above.
- 8.5 The Council may at its own absolute discretion extend the closing date and time specified in paragraph 8.3 of the Instructions for Tendering above.

## **9. Rejection of Form of Tender**

The issue of this invitation in no way commits the Council to award any Contract pursuant to this procurement process and the Council shall be able in its sole discretion to abandon the procurement at any time or to award in whole or in part.

Any Form of Tender submitted by any Tenderer, where the Tenderer:

- (a) fixes or adjusts the prices and rates shown within or underlying its Form of Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Form of Tender or communicates to any person other than the Council the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or
- (b) enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Form of Tender; or
- (c) offers or agrees to pay or gives or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender any act, omission, or thing of the sort described in (a) or (b) above; or
- (d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1906 to 1916, Bribery Act 2010, or gives any fee or reward the receipt of which is an offence under Sub-section (2) of Section 117 of the Local Government Act 1972; or
- (e) has directly or indirectly canvassed any employee, member or official of the Council concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer;

shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.



## **10. Non-Consideration of Form of Tender**

- 10.1 The Council may at its absolute discretion refrain from considering any Form of Tender if:
- (a) it is not in accordance with the Instructions for Tendering and all other provisions of the Tender; or
  - (b) the Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the Council in writing; or
  - (c) the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Council in writing; or
  - (d) it is incomplete or incorrectly completed.
- 10.2 Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall, if inconsistent with the terms and Conditions of the Tender Documents, be deemed to have been rejected by the Council unless expressly accepted in writing. Any variation required by the Council of these Tender Documents will be notified to all Tenderers.
- 10.3 As stated in Paragraph 3 above, the Council is not bound to accept any of the Tenders. The Council will evaluate all tenders complying with the Tender Documents in accordance with the criteria set out in paragraph 12 of these Instructions for Tendering below.

## **11. Award Criteria**

- 11.1 The award of each Contract will be based on the most economically advantageous tender to the Council for the lot, based on the following weighting criteria:
- (a) Price 80%  
Under this criterion the Council shall evaluate the Tenderer's proposed charges/detailed rates and any consequential costs or savings arising from the Tender.
  - (b) Quality: 20%  
Under this criterion the Council shall consider the Tenderer's Method Statements.

The Council reserves the right to seek clarification on any aspects arising from the Tender documents after the submission of Tenders. The Council also reserves the right to invite Tenderers to clarification meetings if applicable. The Council reserves the right to invite refined or final tenders. Selected tenderers may also be required to participate in an interview with the council's officer evaluation panel as part of the Council's tender evaluation process.

- 11.2 The evaluation methodology for each of the Lots is set out below.

## Lot 1

### 80% Price

- 11.3 The Council will take all of the Annual Sums from the Pricing Tables set out in Volume 2A.
- 11.4 The Annual Sums for all Tenderers will then be ranked, lowest cost first, to identify the lowest Annual Sum. The Tenderer with the lowest Annual Sum will be awarded 80%.
- 11.5 All the other Tenderers will be awarded percentage points for their Annual Sum based on the relationship between their Annual Sum and the lowest overall Annual Sum. Where:

LAS represents the lowest overall Annual Sum;

TAS represent a Tenderer's Annual Sum;

Tenderer with LAS scores 80%;

Tenderer with higher Annual Sum scores:  $(LAS/TAS) \times 80 =$  Tenderers percentage score.

### 20% Quality

- 11.6 The Council will evaluate each of the Method Statements submitted by the Tenderer in accordance with Volume 2A. The Council will score each Method Statement in accordance with the scoring criteria below. The total percentage allocated to this criterion is 20%.
- 11.7 The quality evaluation will award scores by assessing the Tenderer's Method Statements. The Council shall evaluate the appropriateness and effectiveness of the Tenderer's proposed systems for providing the Services in accordance with the terms of the Contract and for ensuring consistently high quality service delivery; and the Tenderer's working methods, sufficiency of resources, staffing arrangements, etc.
- 11.8 The criteria is further broken down as follows:

<b>Sub-Criteria</b>	<b>Sub-criteria %</b>
<b>Continuous Improvement (Method Statement 1)</b>	<b>5%</b>
<b>Work programmes (Method Statement 2)</b>	<b>5%</b>
<b>Horticultural Maintenance (Method Statement 3)</b>	<b>10%</b>
<b>Sports Booking Service (Method Statement 4)</b>	<b>8%</b>
<b>Handyman Services (Method Statement 5)</b>	<b>5%</b>
<b>Premises Cleaning (Method Statement 6)</b>	<b>3%</b>
<b>Litter Picking and Cleansing (Method Statement 7)</b>	<b>12%</b>
<b>Ecological Maintenance (Method Statement 8)</b>	<b>10%</b>
<b>Provision of Sports Pitches (Method Statement 9)</b>	<b>7%</b>
<b>Maintenance of Self Binding Surfaces (Method Statement 10)</b>	<b>2%</b>
<b>Events (Method Statement 11)</b>	<b>5%</b>
<b>Cemetery Duties (Method Statement 12)</b>	<b>13%</b>
<b>Unlocking/locking Services (Method Statement 13)</b>	<b>4%</b>
<b>Health and Safety (Method Statement 14)</b>	<b>3%</b>
<b>Quality Assurance (Method Statement 15)</b>	<b>3%</b>

<b>General Method Statement (Method Statement 16)</b>	<b>5%</b>
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11.9 Tenderer’s Method Statements for:

11.9.1 the Parks Ranger/Patrol Service;

11.9.2 Daily Locking and Unlocking Service at Putney Lower Common Cemetery;

11.9.3 Toilets and Changing Rooms at Tooting Common;

will not be evaluated and scored as part of the quality evaluation. However it is essential that Tenderers submit their proposals in relation to all of these services as this is an essential part of the Services for the Council and accordingly the Council reserves the right to reject a Tenderer which does not submit suitable and deliverable proposals in relation to this service.

The prices submitted in the Detailed Rates for Additional Services (Part B of the Pricing Tables set out in Volume 2A) and prices for the Schedule of Variations (Part C of the Pricing Tables set out in Volume 2A) will not be evaluated by the Council. However, the Council expects these rates to be commensurate with Tenderers prices for the Annual Sum and reserves the right to reject any Tenderer who’s Detailed Rate or prices for the Schedule of Variations are not commensurate with those rates for the Annual Sum.

11.10 The Council will score the Method Statements against the sub-criteria set out in this Evaluation Model. The Council will score the each Method Statement in accordance with the general principles and descriptions shown in the table below. Each response, excluding cost and affordability, will be marked out of a total possible score of 5.

0 Points	Wholly unsatisfactory. Statement is unsuitable and/or suggests unacceptable risk.
1 Point	Statement fails to meet requirements in a significant way.
2 Points	Statement fails to meet requirements in some way.
3 Points	Satisfactory. Statement meets all the requirements.
4 Points	Statement exceeds requirements and adds some value.
5 Points	Good. Statement exceeds requirements and adds significant value.

A score for each Method Statement will be calculated and the total score will be multiplied by the weighted factor to give a total weighted score for the quality requirements element of the evaluation.

**Total Weighted Score**

11.11 The Council shall then add each Tenderer’s weighted score for Quality to their percentage

score for Price which shall be the Total Tender Score.

11.12 The Council shall then rank all of the Total Tender Scores, highest score first.

11.13 The Tenderer with the highest score shall be ranked first and shall be awarded the Contract for Lot 1.

## **Lot 2**

### **80% Price**

11.14 The Council will calculate the Tender Sum for the Bills of Quantities in Schedule 2 (the “Tender Sum”).

11.15 The Tender Sums for all Tenderers will then be ranked, lowest cost first, to identify the lowest Tender Sum. The Tenderer with the lowest Tender Sum will be awarded 80%.

11.16 All the other Tenderers will be awarded percentage points for their Tender Sum based on the relationship between their Tender Sum and the lowest overall Tender Sum. Where:

LTS represents the lowest overall Tender Sum;

TTS represent a Tenderer’s Tender Sum;

Tenderer with LTS scores 80%;

Tenderer with higher Tender Sum scores:  $(LTS/TTS) \times 80 =$  Tenderers percentage score.

### **20% Quality**

11.17 The Council will evaluate each of the Method Statements submitted by the Tenderer in accordance with Volume 2B. The Council will score each Method Statement in accordance with the scoring criteria below. The total percentage allocated to this criterion is 20%.

11.18 The quality evaluation will award scores by assessing the Tenderer’s Method Statements. The Council shall evaluate the appropriateness and effectiveness of the Tenderer’s proposed systems for providing the Services in accordance with the terms of the Contract and for ensuring consistently high quality service delivery; and the Tenderer’s working methods, sufficiency of resources, staffing arrangements, etc.

11.19 The criteria is further broken down as follows:

<b>Sub-Criteria</b>	<b>% weighting</b>
<b>Tree Work Operations (Method Statement 1)</b>	<b>30%</b>
<b>Safety &amp; Procedures (Method Statement 2)</b>	<b>30%</b>
<b>Groundworks (Method Statement 3)</b>	<b>15%</b>
<b>Emergency and out of hours arrangements (Method Statement 4)</b>	<b>10%</b>
<b>Work Programming and Continuous Improvement (Method Statement 5)</b>	<b>10%</b>

<b>General Method Statement (Method Statement 6)</b>	<b>5%</b>
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11.20 The Council will score the Method Statements against the sub-criteria set out in this Evaluation Model. The Council will score the each Method Statement in accordance with the general principles and descriptions shown in the table below. Each response, excluding cost and affordability, will be marked out of a total possible score of 5.

Score	Rating	Criteria for Score
0	Wholly unsatisfactory	Fails to meet specified requirements or not answered
1	Very Poor	The method statement provides very poor assurances that the minimum requirements will be met and the Council has major concerns over the proposed method service provision and/or resourcing
2	Poor	The method statement provides poor assurances that the minimum requirements will be met and the Council has some concerns over the proposed method of service provision and/or resourcing
3	Satisfactory	The method statement provides satisfactory assurances that the minimum requirements will be met and the Council has no major concerns over the proposed method of service provision and resourcing
4	Good	The method statement contains good, full and robust responses that exceed the minimum requirements and the Council is confident that the proposal demonstrates that it would provide added value/benefits to the Council
5	Very good	The method statement contains good, full and robust responses that significantly exceed the minimum requirements and Council has full confidence that the proposal demonstrates that it would provide significant added value/benefits to the Council

A score for each Method Statement will be calculated and the total score will be multiplied by the weighted factor to give a total weighted score for the quality requirements element of the evaluation.

### **Total Weighted Score**

11.21 The Council shall then add each Tenderer's weighted score for Quality to their percentage score for Price which shall be the Total Tender Score.

- 11.22 The Council shall then rank all of the Total Tender Scores, highest score first.
- 11.23 The Tenderer with the highest score shall be ranked first and shall be awarded the Contract for Lot 2.

### Lot 3

#### 80% Price

- 11.24 The Council will calculate the total Annual Sum for the Bills of Quantities 1,2,3,4 and 5, in Schedule 2 (the “Tender Sum”).
- 11.25 The Tender Sums for all Tenderers will then be ranked, lowest cost first, to identify the lowest Tender Sum. The Tenderer with the lowest Tender Sum will be awarded 80%.
- 11.26 All the other Tenderers will be awarded percentage points for their Tender Sum based on the relationship between their Tender Sum and the lowest overall Tender Sum. Where:

LTS represents the lowest overall Tender Sum;

TTS represent a Tenderer’s Tender Sum;

Tenderer with LTS scores 80%;

Tenderer with higher Tender Sum scores:  $(LTS/TTS) \times 80 =$  Tenderers percentage score.

#### 20% Quality

- 11.27 **Project Plan (5%).** The Council will evaluate the project plan required to be submitted in the Tenderers Method Statement as set out in Volume 2C for the implementation of the Services, and the accompanying statement detailing how this will be managed to ensure a smooth transition from the current arrangements to meet the requirements of the programme. The total percentage allocated to this criterion is 5%. The Council will score each Tenderer’s project plan in accordance with the scoring criteria below.

0 Points	Wholly unsatisfactory, fails to meet specified requirements or not answered.
3 Point	Poor, response is insufficient or only partially meets the requirements of the Services, or the implementation is under resourced in terms of numbers or expertise, or there is not enough information to assure the Council that the programme will be met.
7 Points	Satisfactory, response provides sufficient assurance that the requirements of the Services will be met in full.
10 Points	Good, response provides assurance that the Tenderer will exceed the specified requirement and provide significant added value to the Council.

11.28 **Service Management (10%).** The Council shall evaluate Tenderer’s service management statement as set out in Volume 2C for the appropriateness and suitability of the proposals set out in the Method Statement. The total percentage attributable to this criteria is 10% and the Council shall score this criteria as set out in the scoring table below.

0 Points	Wholly unsatisfactory, fails to meet specified requirements or not answered.
3 Point	Poor, response is insufficient, only partially demonstrates or provides low assurance that the Tenderer’s pro-active service management is suitable and appropriate for the delivery of the services.
7 Points	Satisfactory, response provides sufficient assurance that the Tenderer’s pro-active service management will provide some financial savings or other specific measurable benefits to the Council.
10 Points	Good, response provides assurance that the Tenderer’s pro-active service management will exceed the Council’s expectations and sets out other specific measurable benefits to the Council.

11.29 **General Method Statement (5%).** The Council shall evaluate Tenderer’s general method statement as set out in Volume 2C for the appropriateness and suitability of the proposals set out in the Method Statement. The total percentage attributable to this criteria is 5% and the Council shall score this criteria as set out in the scoring table below.

0 Points	Wholly unsatisfactory, fails to meet specified requirements or not answered.
3 Point	Poor, response is insufficient, only partially demonstrates or provides low assurance that the Tenderer’s pro-active service management is suitable and appropriate for the delivery of the services.
7 Points	Satisfactory, response provides sufficient assurance that the Tenderer’s pro-active service management will provide some financial savings or other specific measurable benefits to the Council.
10 Points	Good, response provides assurance that the Tenderer’s pro-active service management will exceed the Council’s expectations and sets out other specific measurable benefits to the Council.

11.30 The scores will be added together to give a total weighted score for the Quality element of the evaluation.

**Total Weighted Score**

- 11.31 The Council shall then add each Tenderer's weighted score for Quality to their percentage score for Price which shall be the Total Tender Score.
- 11.32 The Council shall then rank all of the Total Tender Scores, highest score first.
- 11.33 The Tenderer ranked first with the highest score shall be awarded the Contract for Lot 3.

## **12. Discounts – Not Evaluated**

- 12.1 Following the evaluation of Tenders for all three lots, the Council will see whether more than one lot has been awarded to the same Tenderer. Where more than one Lot is awarded to the same Tenderer, the Council will then consider and apply any discount offered by that Tenderer and the award of the Contracts will be based on any discount submitted.

## **13. Contract Formalities**

In submitting their Tenders, Tenderers thereby undertake that in the event of their Tender being accepted by the Council, they (the Contractor) will within 14 days of being called upon so to do by the Council execute a formal Contract as a deed consisting of the Contract Documents and all other agreements that the Council considers necessary to put the Contract into effect and, until such date as the Contract is executed, the successful Tender together with the Council's written acceptance thereof will form a binding agreement between the Council and the Tenderer on the terms of the Contract Documents. The Council reserves the right to make minor changes of a drafting nature to the Contract Documents and all such reasonable changes will be accepted by the Contractor.

## **14. Period of Validity**

The Council hereby promises to pay the Tenderer the sum of £1 (One Pound), if demanded, in consideration of which promise (and by submission of the Tender) the Tenderer agrees to keep its Tender valid for acceptance for a period of 26 weeks from the closing date for the return of Tenders. In submitting a Tender the Tenderer accepts this promise made by the Council.