

SECTION B

INFORMATION & INSTRUCTIONS TO TENDERERS

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1. THE EMPLOYER

The Employer is Newbury Town Council whose offices are located at:

Town Hall,
Market Place,
Newbury RG14 5AA

2. THE WORK

a) The Contract is for the provision of the following Services within the town of Newbury:

maintenance of grassed areas

edging and trimming of grassed areas

clearance of litter, leaves and other debris from grassed, hard and other areas

repairs, seeding and turfing

hedge maintenance

planting of new hedges or gap filling

maintenance and care of rose, shrub and herbaceous borders

purchase, planting, maintenance and care of spring and summer bedding

maintenance of Victoria Park pond

maintenance of sports fields, including set up for matches

maintenance and cleansing of changing rooms, including opening and closing for matches

maintenance of Victoria Park tennis courts

small tree maintenance

maintenance of exterior furniture and signs

cleansing and associated activities

inspection, maintenance, and ancillary works to play areas and play equipment

provision of floral displays

inspection and making safe of play equipment

maintenance of parks' furniture

maintenance of allotments (six sites)

maintenance of Newtown Road and Shaw cemeteries

- b) This is a contract based on performance outputs and work activities and defines the standard of work required of the Contractor.
- c) Tenderers should note that the Service is to be provided on a number of sites throughout the town, some of which are very small. Additionally, some of the operations may be disrupted or affected by heavy traffic on the major routes or because of holidays, race meetings and leisure activities. The Tenderer will be expected to take these factors into account when preparing his Tender.
- d) Please note that a decision on whether to include the cemeteries and allotments as part of the main contract in 2011 will be taken once Tenders have been received and evaluated (Included).

3. THE BASIS OF TENDERS

- a) Tenders are being invited from a maximum of six contractors in accordance with EU procurement procedures following invitations for expressions of interest. The Tenderer is required to keep his Tender valid for acceptance for a period of six months from the return date.
- b) The Employer does not bind itself to accept the lowest or any Tender received.

4. EMPLOYMENT OF EXISTING STAFF / TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND THE ACQUIRED RIGHTS DIRECTIVE (77/187/EEC, AS AMENDED BY DIRECTIVE 98/50 EC AND CONSOLIDATED IN 2001/23/EC

- a) The Service is currently provided by a contractor. Tenderers should take independent advice and make their own decision as to whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) apply to this contract with any further statutes and regulations.
- b) The Employer's position on the application of these regulations to this Contract is one of neutrality. However, to avoid the possibility of later delay, Tenderers who take the view that the regulations do not apply, and Tender on that basis are requested to submit an addendum to that Tender, indicating the changes to the bid required should it be determined that the transfer regulations do apply.
- c) The contact address for the existing contractor is: English Landscapes Maintenance Limited, Frilsham Nursery, Yattendon, Thatcham, Berkshire, RG18 0XX.
- d) Shaw Cemetery is currently maintained by 3 Newbury Town Council staff and should the decision to include the Cemetery Grounds Maintenance as part of the main Grounds Maintenance Contract the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive (77/187/EEC,

as amended by Directive 98/50 EC and consolidated in 2001/23/EC) will apply to this contract along with any further statutes and regulations (Agreed and transferred).

5. TENDER QUERIES

Tenderers should seek to clarify any points of doubt or difficulty with the Employer before submitting a Tender but no later than 14 days prior to the date of submission of the Tender. For this purpose, contact should be made, in writing, to the Employer's Services Manager. The Employer will respond in writing by letter, e-mail or fax within five working days of receipt of the Tenderer's communication. Where appropriate, the Employer will circulate the answer to all Tenderers.

6. COMMENCEMENT DATE

The successful Tenderer will be required to commence operations on the 1 April 2011.

7. COMMISSIONING PERIOD

A period of 30 days will be allowed from the Commencement Date of the Contract as a settling in period. Thereafter, the Contractor will be expected to perform the Contract in accordance with the terms and conditions of the Contract and the Default in Performance procedure as defined in Clause 32 of the Contract will come into operation.

8. TENDERING PROCEDURE

- a) Tenders for the execution of the Services must be made on the Tender form at Appendix 1 of Section C included with the Tender documents, and the Tender form must be signed by the Tenderer and submitted with the following information, all of which must be properly completed:
 - i The Bill of Quantities
 - ii The Schedule of Rates
 - iii The Schedule of Day Work Rates
 - iv A certificate that the Tender is bona fide (Clause 13 of Section B and Appendix 2 of Section C)
 - v A framework Programme for the first twelve months of the contract. (To be added as Section H of the final contract).
 - vi Method Statements in accordance with Section E indicating how the tenderer would provide every aspect of the service if awarded the Contract
 - vii A Form of Bond (Clause 28 and Appendices 3 and 4 of Section C)
 - viii The name and address of the proposed insurers (Clause 26 and Appendix 5 of Section C)
 - ix An explanation of the impact on the Tender of a decision that TUPE does apply, if the Tenderer has Tendered on the basis that it does not so apply

- b) Sealed Tenders should be sent by registered post, or recorded delivery, or delivered by hand in the envelope provided not bearing any indication of the Tenderer marked on the envelope or in the franking thereon and clearly marked **“TENDER FOR THE CONTRACT FOR THE MAINTENANCE OF GROUNDS”** and addressed to the Chief Executive Officer, Newbury Town Council, Town Hall, Market Place, Newbury, Berkshire, RG14 5AA. The envelope must be received not later than **12 noon on 15 November 2010**.
- c) No Tender will be considered if it is received after the time specified or if the envelope containing it includes on its cover any details which could indicate the identity of the Tenderer.
- d) Arrangements can be made for individual Tenderers to be accompanied on a tour of the Contract Area to assist in ascertaining relevant conditions and means of access and to acquaint themselves thoroughly of the extent and nature of the service. A minimum of three working days notice of any tour will be required.
- e) Tenderers will be deemed to have fully acquainted themselves with the extent and nature of the Services and the site and traffic conditions before submitting a Tender. No additional payment will be made on account of any omission or error or inadequacy of price as a consequence of such lack of knowledge.
- f) The name of the successful Tenderer and the amount of the Tender will be released to the media.

9. RIGHTS AND DUTIES RESERVED

The Contract and Tender documents provided are copyright reserved to Newbury Town Council.

10. LEGAL AND OTHER FEES

Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising therefrom.

11. CANVASSING

Any Tenderer who directly or indirectly canvasses any member or officer of the Employer concerning the award of the Contract for the provision of Services or who directly or indirectly obtains or attempts to obtain information from any such member or officer concerning any other Tender or proposed Tender for their Services shall be disqualified.

12. CONFIDENTIALITY OF TENDER INFORMATION AND DOCUMENTS

- a) All information supplied by the Employer or in connection with these Tender documents shall be regarded as confidential to the Employer. Tenderers shall not release or divulge to any third party at any time before, during or after the

tendering period any information about the contract except to the extent that such release or divulgence is necessary for the preparation of the Tender or is required by law. Where the Tenderer has to release or divulge information to any third party, he shall ensure that the third party complies with the provisions of this clause.

- b) The Tender documentation and its Appendices are and shall remain the property of the Employer and must be returned on demand.

13. COLLUSIVE TENDERING

Any Tenderer who:

- a) fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) communicates to any person other than the Employer the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a contract guarantee bond); or
- c) enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any Tender to be submitted; or
- e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission,

shall (without prejudice to any other civil remedies available to the Employer) be disqualified.

14. TENDER EVALUATION

In evaluating Tenders, the Employer will adopt the approach of the Most Economically Advantageous Tender, which takes into account price and quality, i.e. the Tender figure will not be the only determinant. The procedures to be adopted in the evaluation are set out in Appendix 1 of Section B.

SECTION B – APPENDIX 1

TENDER EVALUATION

1. The Employer will adopt the most economically advantageous approach to Tender evaluation, i.e. price and non-price factors will be brought into account. The overall evaluation process is to be four staged viz.
 - (a) satisfying conditions precedent which are designed to ensure that there are no grounds in terms of public accountability which should exclude a Tender; the matters covered in this area are, for example, failure to comply in full with the instructions to Tender;
 - (b) initial tests which will then be applied to those that pass the conditions precedent tests and are designed to rule out those Tenders which fail to satisfy critical tests irrespective of other matters within the submission. The issues in this area are judged to be of significant importance to the Council and, for example, cover material caveats that effectively serve to frustrate the offer, a price level which breaches an affordability threshold or one so low that it would call into question the Tenderer's understanding of the service;
 - (c) a scored price and non-price evaluation (see below for fuller explanation);
 - (d) moderating factors which are designed to moderate the price and non-price scorings to inform the final judgement regarding the preferred supplier. Issues that fall within this area cover, for example, cultural fit by which is meant the Tenderer's understanding of local government, town government and the values that pervade Newbury Town Council; the distinctive features/competitive advantages of a Tenderer's approach which bring benefits to the Council which would not be available from other Tenderer's; the risks associated with contracting with a particular firm.
2. In terms of the price and non-price scored evaluation, a system will be adopted whereby 60% of the available points are allocated to price and 40% to non-price factors.
3. In terms of scoring the prices, the lowest price will earn the maximum available points and other Tenderers deducted points from this maximum at an average rate per £'000 pro rata to their difference from the lowest Tender. For example, say, :-
 - four Tenders are received of values £150,000, £165,000, £170,000 and £172,000;

- the average Tender price of £164,250 which gives an average points per £'000 figure of 0.3285, assuming 100 points are available for price, (£164,250 divided by the mid point of the score range, i.e. 50);
 - the resultant figures are recalibrated so that the lowest Tenderer receives maximum marks (in this case 100 points) and, the others receive 95.1, 93.4 and 92.8 points (rounded to 1 decimal place).
4. The 40% of points available for non-price factors will be earned on the basis of the adequacy of responses to the method statements. The relative importance of those method statements are given below:

METHOD STATEMENTS	WEIGHTING
Human resource policies and practices	6
Customer care	12
Identifying and effecting continuous service improvement	6
Organisational and service delivery arrangements including contract and performance management practices	10
Environmental policies and practices	6
TOTAL	40

5. Each method statement will be evaluated on the basis that 80% of the marks available for a statement will be allocated to defined essential elements leaving 20% of the marks to be earned for complementary information. In practice, this means that failings in the essential information area result in a Tenderer losing marks, i.e. those parts of method statement responses are evaluated against a standard checklist prepared by the Council whilst, with regard to the complementary information, this may earn marks up to a maximum of 20% of the total available but the precise content of that complementary information may be different across Tenderers. Different Tenderers could therefore earn the same number of complementary points for presenting different information subject to the 20% ceiling,
6. The points earned for price and non-price factors will then be added together to give a total points score per Tender and the Tenderer with the highest aggregate points score will be nominated as the preferred supplier subject to the moderating factors.