

East Suffolk: Invitation to Tender Document

Part A - Instructions and Information

Title: Cleaning Services

Reference: 1234-PPT-O



Welcome to the Invitation to Tender Part A - Instructions and Information document for Cleaning Services. This Part A contains all the information you need to submit a compliant completed tender. In order to participate in this procurement process, the following must be completed and submitted by Monday 24 March 2025 5pm:

Part B is the separate Procurement Specific Questionnaire (PSQ) containing any specific Conditions of Participation which needs to be completed and returned by the tender submission deadline.

Part C is the Response Pack which needs to be completed and returned by the tender submission deadline.

Please read the instructions and information carefully and clarify anything about which you are unsure.

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Section A: Overview of the tender

The below provides an overview to help you understand this procurement and the Council's requirements. Further detail to supplement and support these headlines is included within the later sections of this Part A document. For the avoidance of any doubt, all sections should be reviewed together, prior to completing and submitting the Part B Procurement Specific Questionnaire and Part C Invitation to Tender Response Pack.

1. What are we looking to purchase?	<p>You are invited to tender for the provision of Cleaning Services for East Suffolk Council ("ESC") in two Council offices, one in Woodbridge, one in Lowestoft.</p> <p>Further details are included in Section C: Specification and supporting appendices.</p>
2. Price/budget	<p>The estimated budget will be in the region of £100,000 excluding VAT per annum for the initial three-year duration of the contract.</p> <p>Tenders received at £120k or over per annum will be excluded and not continue in the procurement process.</p> <p>Supplier's proposed pricing must be fixed for the initial three-year term, however, the National Living Wage annual percentage increases can be applied to the labour element of the total price in the pricing table.</p>
3. Contract details	<p>The proposed contract is East Suffolk Services Agreement, a copy of which is included as Appendix A.</p> <p>Any suggested amendments to the contract terms must be submitted as a clarification before the clarifications deadline. Any suggested amendments to the contract terms after the tender submissions deadline will not be accepted. East Suffolk Council will not accept any amendments to the contract which are deemed as substantial. Please see Section E: Terms and conditions of tendering for more information.</p> <p>This contract will be offered on a basis of three (3) Years, commencing 1 May 2025 with the option to extend for up to a further two (2) Years on a 3 years +1 year +1 year basis, at the discretion of the Council.</p>
4. About this procurement process	<p>The tender notice published on Monday 2 December 2024 is for the award of a public contract through an Open Procedure in accordance with section 20(1) and (2)(a) of the Procurement Act 2023.</p>

	This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available.														
5. Conditions of Participation	<p>The Conditions of Participation are detailed in Part B Procurement Specific Questionnaire and are evaluated at the tender stage after the submissions deadline. There is no separate or initial Conditions of Participation stage and no down-selection of suppliers in an open procedure.</p> <p>Part B Procurement Specific Questionnaire is required to be submitted at the same time as the Part C Tender Response Pack and will be checked for compliance and Pass/Fail criteria first.</p> <p>Suppliers who pass the Procurement Specific Questionnaire Pass/Fail elements will have their Tender submission evaluated. See Section D Evaluation Criteria for more details.</p> <p>Conditions of Participation for this tender include:</p> <table border="1"> <thead> <tr> <th>Procurement Specific Questionnaire on In-tend</th><th>Award Criteria</th></tr> </thead> <tbody> <tr> <td>Preliminary Questions</td><td>Information only</td></tr> <tr> <td>Part 1 Confirmation of core supplier information</td><td>Pass/Fail</td></tr> <tr> <td>Part 2 -additional exclusions information 2A Associated persons</td><td>Pass/Fail</td></tr> <tr> <td>Part 2 -additional exclusions information 2B list of all intended subcontractors</td><td>Pass/Fail</td></tr> <tr> <td>Part 3 questions relating to Conditions of Participation 3A Standard Questions</td><td>Pass/Fail</td></tr> </tbody> </table>	Procurement Specific Questionnaire on In-tend	Award Criteria	Preliminary Questions	Information only	Part 1 Confirmation of core supplier information	Pass/Fail	Part 2 -additional exclusions information 2A Associated persons	Pass/Fail	Part 2 -additional exclusions information 2B list of all intended subcontractors	Pass/Fail	Part 3 questions relating to Conditions of Participation 3A Standard Questions	Pass/Fail		
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6. Tender award criteria	<p>Most Advantageous Tender (MAT): 30% price, 70% quality AND any mandatory Pass/Fail requirements. If you fail any of the mandatory requirements, your tender will not continue in the procurement process.</p> <table border="1"> <thead> <tr> <th>Award Criteria</th><th>Maximum Score</th></tr> </thead> <tbody> <tr> <td>Price</td><td>30%</td></tr> <tr> <td>Quality Provision and Performance Management</td><td>25%</td></tr> <tr> <td>Continuity of service</td><td>25%</td></tr> <tr> <td>Staff training</td><td>10%</td></tr> <tr> <td>Social Value</td><td>10%</td></tr> <tr> <td>Mandatory Declaration Form</td><td>Pass/Fail</td></tr> </tbody> </table>	Award Criteria	Maximum Score	Price	30%	Quality Provision and Performance Management	25%	Continuity of service	25%	Staff training	10%	Social Value	10%	Mandatory Declaration Form	Pass/Fail
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7. Additional relevant information	<p>Site visits are available, please message through In-tend to book.</p> <p>Part C Response Pack Section D asks you to disclose for information purposes only, any use of AI in your tender writing response.</p>
Procurement Timeline	
Invitation to Tender issued and start date for clarifications*	Tuesday 25 February 2025
Site Visits	Monday 3 March- Friday 7 March 2025 between 9am-1pm
Supplier clarifications closure deadline*	Thursday 13 March 2025 5pm
Deadline for ESC to respond to clarifications*	Tuesday 18 March 2025 5pm
Submission date for Procurement Specific Questionnaire and Invitation to Tender *	Monday 24 March 2025 5pm
Evaluation period*	From Tuesday 25 March to Monday 7 April 2025
Issuing of Assessment Summaries and publication of Contract Award Notice*	Tuesday 8 April 2025
Standstill period*	From Tuesday 8 April 2025 to Thursday 17 April 2025
Award of contract*	Tuesday 22 April 2025
Contract Mobilisation Meeting/Period*	Wednesday 23 April – 25 April 2025
Publication of Contract Details Notice*	Wednesday 30 April 2025

*The Council reserves the right to change the dates or any requirement and any changes will be notified to all tenderers as soon as practicable.

Section B: How to submit clarifications and a tender

All communications and tenders must be managed through the In-tend e-sourcing Suite. Any communication outside of the In-tend system, without express permission of the Council will be immediately rejected.

If there is any confusion about the opportunity or this Invitation to Tender, please seek clarification via the In-tend clarification process within the timescales specified in Section A. Unless identified as a commercially sensitive question and confidential at the time of issue, responses to questions will be published to all tenderers. The Council will review and reserves the right to still publish any questions marked as commercially sensitive if it deems it appropriate in the interests of transparency and equal treatment, however, before doing so tenderers will be given an opportunity to withdraw the commercially sensitive clarification.

The Council will endeavour to respond to clarifications as soon as possible but cannot guarantee a minimum response time.



If you encounter any problems with the submission of your tender, please contact support@in-tend.com or phone 0845 557 8079 / +44 (0) 114 407 006

In an emergency (where In-tend is not available only) please contact procurement@eastsuffolk.gov.uk

After reading through this document please look at Part B- Procurement Specific Questionnaire Guidance and then complete the questionnaire provided in full.

Please ensure in Part C- Response Pack you complete all mandatory fields and that you sign the form at the end, ideally with an electronic signature, but if not possible handwritten is acceptable. Typed is not acceptable and your tender will be rejected if it is not signed correctly.

When completing your tender:

DO 	DON'T 
<ul style="list-style-type: none">• Ensure that your tender is fully completed in English including answering all questions and completion of the mandatory declaration form or your tender may be rejected.• Check the closing date/time and ensure tenders are submitted on time. Any submissions received after the deadline will not be accepted.• Ensure that the price submitted is fully inclusive of all overheads.	<ul style="list-style-type: none">• Attach any additional documents to your submission as these may not be accepted or reviewed, unless specifically requested by the Council.• Make any alterations or additions to the Form of Tender, these will not be accepted, and your tender may be excluded from the procurement process.

<ul style="list-style-type: none"> • Ensure that the price is displayed in Pounds/Sterling. • Ensure that the mandatory requirements are completed or your tender may be rejected. • Ensure that your tender submission uses the following formats: <ul style="list-style-type: none"> ○ For PSQ: Microsoft Word (or equivalent open document text) or PDF. If you are submitting a PDF you must submit a Word copy too. ○ For text: Microsoft Word (or equivalent open document text) or PDF. If you are submitting a PDF you must submit a Word copy too. ○ For spreadsheets: Microsoft Excel (or equivalent Open document spreadsheet) ○ Where documents are embedded within other documents, you must upload these as separate copies • Comply with any specific instructions in the PSQ or ITT documents. • Ensure you have read all clarifications published by the Council on In-tend. • Check you can comply with the supplied contract terms. • Keep within the word count for each question and ensure the tender is clear and concise. 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. • Make sure it is signed by those authorised to do so. 	<ul style="list-style-type: none"> • Embed documents or add electronic links into your tender submission. Any embedded links not specifically requested will not be evaluated. • Discuss details of the tender with others outside the tender process or unconnected to your proposed tender other than professional advisors or joint tenderers that may need to be consulted. • Exceed the maximum file limit of 50mb (no limit on number of attachments which can be uploaded) • Assume you can negotiate the terms of the contract post tender- in most cases the Council cannot and amendments will not be accepted.
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Section C: Specification

1. Background and scope

1.1 The Council requires a regular cleaning service for its two office buildings, one in Melton, Woodbridge, the other in Lowestoft.

1.2 The objectives for the cleaning of Council buildings are to:

- 1.2.1 Ensure that the level of cleanliness throughout the buildings is always maintained to the highest standards.
- 1.2.2 Provide a consistent, thorough, and hygienic cleaning service.
- 1.2.3 Carry out these activities in a safe manner consistent with any relevant Health and Safety legislation such as COSHH.

2. Supplier responsibilities

2.1 Availability

2.1.1 The cleaning contractor shall provide a comprehensive and high-quality cleaning service for both office sites five days a week, Monday to Friday inclusive (excluding Bank Holidays), 52 weeks per year.

2.1.2 Hours of work will be 7.00am to 9.00am.

2.2 Rubbish/waste management

2.2.1 All internal waste bins to be emptied and cleaned inside and out, leaving no marks or stains and free of rubbish with new bin liners installed daily.

2.2.2 All waste shall be disposed of separately in the appropriate external general commercial waste or recycling bins located at the site.

2.3 Carpet and flooring

2.3.1 All carpets to be vacuumed daily across the office and the contractor will ensure that they are always left free from debris, food, crumbs, and dirt.

2.3.2 Hard floors to be cleaned daily across the office space. They must be fully wet mopped and scrubbed, left dry and free from spillage, removable stains, superficial marks, and loose debris, and have a uniform appearance.

2.4 Surfaces (kitchens, meeting rooms, office areas, toilets, cupboard fronts)

2.4.1 All surfaces to be cleaned daily to remove stains or marks and kept free of dust and build-up of dirt.

2.5 Meeting Rooms/Portacabins/Crew rooms/Workshop offices

2.5.1 All meeting rooms to be cleaned as per the specification above, and to be cleared of crockery etc. which will be placed in the dishwasher in the main kitchen area.

2.6 Kitchens

2.6.1 Sinks, taps, microwaves to be cleaned daily and left free from stains and dirt.

2.6.2 Dishwashers to be loaded with any dirty crockery or cutlery.

2.6.3 Fridges to be checked weekly with any out-of-date items disposed of in the appropriate waste bins.

2.7 Doors, Walls, Glazed Screens, Television Screens, Touch Screens

2.7.1 All doors, kick plates, vision panels, door handles, glazed screens, vision panels, tablet touch screens within the buildings, door access/exit buttons and light switches to be kept free of fingerprints, dust, and build-up of dirt daily

2.8 High Level Areas

2.8.1 All high-level areas including but not limited to ceilings, cupboards, cabinets, pictures, notice boards and filing cabinets to be free from dust, cobwebs, and build-up of dirt and debris daily.

2.9 Blinds

2.9.1 The cleaning contractor shall clean all blinds/window coverings monthly, ensuring they are kept free from dust and the build-up of dirt.

2.10 Toilets and Shower Rooms

2.10.1 All sanitary ware, wash basins, tiles, panels and mirrors to be cleaned daily and left free from dirt, smudges, smears, bodily fluids, soap build up and mineral deposits

2.10.2 All toilet roll dispensers to be checked daily and always filled with sufficient toilet tissue to cover the usage for the duration of the next working day as a minimum.

2.10.3 All paper towel dispensers to be checked daily and always filled with sufficient paper towels to cover the usage for the duration of the next working day as a minimum.

2.10.4 All soap dispensers to be checked daily and filled with sufficient soap to cover the usage for the duration of the next working day as a minimum.

3. Technical and quality requirements

3.1 Health and Safety

3.1.1 Where required, the Supplier or its sub-contractors must ensure it carries out its risk assessments to ensure that staff health and safety are maintained in accordance with current legislation and best practice guidance.

3.2 Waste

3.2.1 The Supplier or sub-contractor shall make arrangements to separate all waste matter into different types and arrange for its disposal appropriately and pay all costs and fees in connection with such disposal.

3.2.2 It is the responsibility of the Supplier or sub-contractor to ensure that their staff have been appropriately and adequately trained in all matters relating to hazardous waste such as sharps disposal etc and it is the responsibility of the Supplier or sub-contractor to ensure that any necessary PPE or other protective measures are in place.

3.3 Staff & TUPE

3.3.1 Staff working on this contract should be paid the Living Wage.

3.3.2 No staff should be on zero hours contracts.

3.4 Supervision

3.4.1 A Cleaning Supervisor(s) is responsible for each office site.

3.4.2 As a minimum, every quarter, the Council's Representative will meet with the Supplier to review the KPIs.

4. The Council's responsibilities

4.1 Site visits

4.1.1 It is strongly recommended that tenderers visit as many of the sites as possible to enable them to gain a detailed understanding of all relevant site conditions and constraints, the nature of the proposed works and the incidence of hazardous materials.

4.2 On site storage

4.2.1 There is a lockable storage cupboard available on site to contain any consumables or appliances the contractor wishes to store on site. All substances should be stored in accordance with COSHH guidance and labelled appropriately.

5. Payments, charging and invoicing

5.1 The Council will pay the supplier in arrears monthly.

6. Performance monitoring & KPIs

6.1 ESC reserves the right to monitor any part of the contract standards and issue warning and default notices if the Supplier fails to meet any part of the Key Performance Indicators (KPIs) below.

No.	KPIs Description	KPI Monitoring
1.	<p>QUALITY- That the level of cleanliness throughout the buildings is always maintained to the standards set out within the specification.</p> <p>Target: No more than two issues formally raised with the Supplier's cleaning supervisors by the site managers or by the Councils Representative per month across all assets</p>	<p>Regular site inspections across all sites to ensure that the level of cleanliness is maintained to the standards set out within the specifications along with feedback received from the site managers. Performance to be evaluated at quarterly meetings between the Councils and the Supplier.</p>
2.	<p>TIMESCALES- To meet all cleaning timescales and prescribed hours, including regular and End of Tenancy Cleans as detailed within the site specific specifications. The agreed timescale for emergency cleans must also be met.</p> <p>Target: No more than two issues formally raised with the Supplier's cleaning supervisors by the site managers or by the Councils Representative per month across all assets</p>	<p>Site attendance times may be monitored by site managers.</p>

7. Our Direction 2028 and Social Value

Any contract the Council enters into must support the aims and objectives of the Council's strategic plan, Our Direction 2028. Suppliers should take this into account when writing their responses to the quality questions.

Social Value is about maximising the impact of public expenditure. The tender document appendices include the East Suffolk Social Value Ask. The Asks detail the Council's priorities in terms of Social Value. Suppliers can use the Asks to help write their response to Social Value questions in their tender response, but it does not restrict suppliers to only use Asks provided; suppliers are free to suggest their own Social Value outcomes and ways they would evidence delivery.

Each Ask also suggests an appropriate measurement of the impact of the chosen outcomes during the contract term. These will form part of a schedule in the final contract document.

Section D: Evaluation criteria

D.1 Overall Assessment

The Council will assess a Supplier's submission in four (4) stages:

1. A compliance check will be undertaken to ensure the submitted PSQ is complete and has been submitted in accordance with the instructions in this Part A Instructions and Information document. Suppliers may be rejected at this stage if the submitted PSQ is not compliant.
2. A compliant PSQ response will then be assessed on a Pass/Fail and qualitative basis (as applicable) against the Minimum Standards described for the following sections of the PSQ. Suppliers may be rejected at this stage if the submitted PSQ fails any of the sections.
3. Once checks on the PSQ are complete, the Supplier's Part C will be checked for compliance to ensure the submitted Part C is complete and has been submitted in accordance with the instructions in this Part A Instructions and Information document. Suppliers may be rejected at this stage if the submitted Part C is not compliant.
4. A compliant Part C will then be evaluated in accordance with D.4 and D.5 below.

D.2 Explaining the Procurement Specific Questionnaire

The Procurement Specific Questionnaire or "PSQ" is made up of three parts. **Suppliers are required to fill in and submit the PSQ provided.**

Part 1 – confirmation that the supplier has registered on, submitted and shared their core supplier information via, the Central Digital Platform or CDP.

1. The Procurement Regulations 2024, made pursuant to the Act, require certain information to be shared via the CDP. The CDP facilitates a streamlined collection of core supplier information and avoids the need for suppliers to re-enter the same information repeatedly for different procurements.
2. Regulation 6 of the Procurement Regulations 2024 requires the Council before the end of the tendering period to obtain confirmation from suppliers that:
 - the supplier has registered on the CDP
 - submitted up-to-date core supplier information on the CDP
 - provided that information to the contracting authority via the CDP
3. The Council must determine whether a supplier is an excluded or excludable supplier before permitting them to participate in a competitive tendering procedure.
4. Core supplier information comprises basic information about the supplier (as listed in regulation 9 of the Procurement Regulations 2024), economic and financial standing

information about the supplier (as listed in regulation 10), information about the supplier's connected persons (as listed in regulation 11) and exclusions information about the supplier and its connected persons (as listed in regulation 12).

5. Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds apply to a supplier where either the supplier or a connected person of the supplier meets the criteria set out in an exclusion ground.
6. The Procurement Regulations 2024 require the Council to ensure the supplier's connected person information is provided via the CDP, as this enables them to assess whether the supplier is an excluded or excludable supplier by virtue of a connected person. For example, if an exclusion ground applies to one of the supplier's connected persons, and the circumstances giving rise to the ground are continuing or likely to occur again, the supplier may be an excluded or excludable supplier. For any suppliers awarded a contract, certain details about their connected person information must be published in the contract award notice (regulation 27(e)(vii)).
7. Economic and financial standing information is to be used by the Council to assess conditions of participation, which have been set and included in the tender notice. Exclusions information about the supplier and its connected persons will be used by the Council to determine whether the supplier is an excluded or excludable supplier.

Part 2 – additional exclusions information, including:

Part 2A – identification of the supplier's associated person(s); and confirmation that each associated person's: basic information, connected person(s), and exclusion grounds information has also been shared (via the CDP)

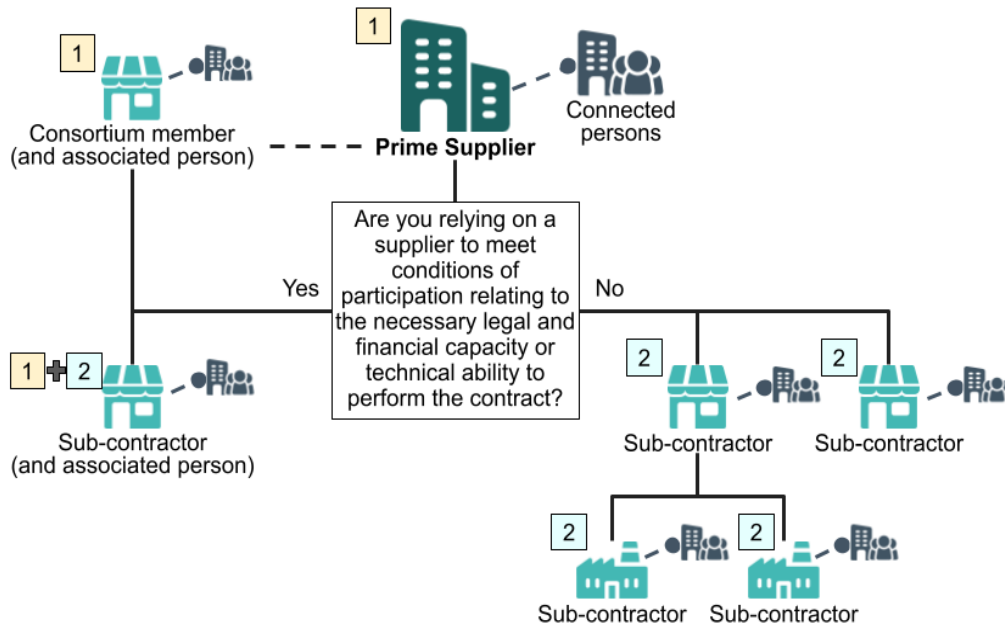
1. Associated persons are sub-contractors or consortium members who are being relied on by the prime/main supplier to satisfy the conditions of participation in the particular procurement. This does not include guarantors, even if they are relied on to meet conditions of participation. The main supplier may be an excluded or excludable supplier by virtue of an exclusion ground applying to an associated person (see section 57 of the Act). A supplier can also be an excluded or excludable supplier by virtue of an exclusion ground applying to a connected person of an associated person, for example, a director of an associated person of the supplier.
2. The Council must consider whether an exclusion ground applies to any associated person of the supplier, as well as any connected persons of an associated person. While the CDP will capture prime/main suppliers' (and their connected persons') self-declarations against the exclusion grounds, it will not capture the details of their associated persons.

3. Therefore, to ensure that contracting authorities receive this information, Part 2 of the PSQ includes questions on whether the prime/main supplier will rely on any associated persons in the procurement and requests the main supplier to ensure their associated persons also register, submit and share their core supplier information via the CDP. Associated persons will need to input certain information into the CDP which may not be needed for the specific procurement, such as their economic and financial standing information. In this case, the associated person may choose not to share this with the contracting authority. In practice, they may need to manually redact this from the download of the core supplier information from the CDP.

Part 2B – confirmation of the supplier's intended sub-contractors

1. Where a supplier intends to use sub-contractors, not all of these sub-contractors will be associated persons. Only if a sub-contractor is relied on to meet conditions of participation, will they be both an associated person and an intended sub-contractor.
2. The Act requires that the Council has greater visibility of all sub-contractors proposed to be involved in the delivery of the contract. The Council must seek to determine whether any intended sub-contractor is on the debarment list. Therefore, as part of the procurement, the Council asks for details of all sub-contractors in the supply chain that a supplier intends to use to deliver the contract. This is not restricted to sub-contractors that the supplier is relying on to meet conditions of participation (who will also be associated persons) but applies to all sub-contractors (of all tiers) the supplier intends to sub-contract the performance of all or part of the contract to. This means the supplier must provide an exhaustive list of all their intended sub-contractors in the supply chain that are known about at the relevant point in the procurement. This does not include every supplier with whom the supplier has a commercial relationship (for example an existing supply contract where there is no intention to specifically sub-contract all or part of the contract to that supplier).
3. Once the Council has the list of sub-contractors, the Council will check whether any of the intended sub-contractors are on the debarment list. If they are on the debarment list, or if any connected or associated persons meet the requirement for mandatory or discretionary exclusion grounds (or are on the debarment list) with no evidence provided of self-cleaning, the supplier will be given the opportunity to replace that connected or associated person(s) or sub-contractor(s) within two working days.
4. If the supplier does not respond within that timeframe their tender may be excluded from the procurement process.

The following at figure 1 helps illustrate who might be an associated person and/or sub-contractor for a prime/main supplier:



Part 3 – questions relating to conditions of participation, including:

Part 3A – standard questions

1. The Act allows the Council to set conditions of participation that a supplier must satisfy in order to participate in a procurement. Conditions of participation ensure that a supplier has the legal and financial capacity, or technical ability, to perform the contract.
2. In order to retain a level of standardisation and consistency for contracting authorities and for suppliers bidding for public contracts, in addition to questions about the supplier's economic and financial standing provided as part of the core supplier information, Part 3A of the PSQ includes a list of standard questions.

Part 3B – Procurement Policy Notes Questions

1. Part 3B includes procurement specific questions, such as those set out in a Procurement Policy Note.

How the PSQ is assessed:

Procurement Specific Questionnaire on In-tend	Award Criteria
Preliminary Questions	Information only
Part 1 Confirmation of core supplier information	Pass/Fail
Part 2 -additional exclusions information 2A Associated persons	Pass/Fail

Part 2 -additional exclusions information 2B list of all intended subcontractors	Pass/Fail
Part 3 questions relating to Conditions of Participation 3A Standard Questions	Pass/Fail

Make you answer ALL questions of the PSQ.

If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions and there is not enough room provided, please submit a clearly identified annex.

D.3 Financial Capability

Suppliers will note that they are required at Part 3A of the online Procurement Specific Questionnaire to provide financial information which the Council will assess on a range of factors.

When undertaking financial checks of prospective suppliers, East Suffolk Council's Finance Team may consider factors including, but not limited to, the following:

- Validity of the company registration and VAT number
- Length and consistency of supplier's trading over the last few years
- The cash balance on the latest published accounts, debtor and creditor ratios and current ratio.
- Any director connections with the Council
- Supplier is proven to be solvent or have no solvency warnings in its account filings, and accounts are not qualified
- The company's short term and long-term creditor balances
- Third party credit rating at least over 50 and credit rating limit suggested by Experian (or similar) to be within the level of expected supply.
- Value of tender must not exceed the turnover of the company unless reasoning for expansion to accommodate the contract is clearly detailed

East Suffolk Council reserves the right to not award a contract should one of the above factors not be satisfactory.

The Council reserves the right to carry out further financial checks and request additional information and/or assurance.

- If a Supplier fails to satisfy one or more of the factors referred to above, the Council reserves the right to invite the Supplier to submit mitigating or supporting information relevant. The Council will consider any mitigating or supporting information submitted and determine at its sole discretion whether from its point of view the mitigation is sufficient to address the failure and allow the Supplier to proceed.

- Where the Supplier is a Consortium, each member of the Consortium which will enter into a contract with the Council must respond to the PSQ Part 3A.
- Suppliers must note that, in the interests of due diligence, the Council reserves the right to carry out a further financial assessment prior to award of contract to ensure that the Council's requirements will be met.
- The Council reserves the right to treat as ineligible any Suppliers who is found to have seriously misrepresented any of the financial information required by these documents.

D.4 Pricing Score

The formula below demonstrates how your pricing score is calculated:

$$\text{PRICING SCORE (to two decimal points)} = \frac{\text{lowest price}}{\text{bidder price}} \times \% \text{ available}$$

This is calculated on the grand total figure submitted in the Invitation to Tender Part C document, Section B Pricing.

D.5 Quality Criteria Marking Scheme

Below is the marking scheme used by all evaluators to score each quality question of the award criteria of Invitation to Tender Part C document, Section C Quality Questions:

Quality Criteria Marking Scheme		
0	Unacceptable	In the opinion of the evaluation panel the response is unacceptable . It is inadequate or irrelevant and fails to demonstrate an ability to meet the requirements of the contract, or no response has been received.
2	Major Concerns	In the opinion of the evaluation panel the response is poor and presents major concerns for the Council. The response fails to address the majority of the elements of the requirement and / or the detail provided is limited or lacks a sufficient explanation to demonstrate how the requirements will be fulfilled in delivering the contract.
4	Minor Concerns	In the opinion of the evaluation panel the response is partially relevant but generally weak which presents minor concerns for the Council. The response addresses the majority of the requirement but lacks in detail and clarity as to how the requirement will be fulfilled in the delivery of the contract.
6	Acceptable	In the opinion of the evaluation panel the response is relevant and acceptable . The response addresses all elements of the requirement and demonstrates a <u>broad understanding</u> of the requirement but is limited in its detail

		and focus in relation to how the requirement will be fulfilled in certain areas.
8	Good	In the opinion of the evaluation panel the response is relevant and good . The response addresses all elements of the requirement and is sufficiently detailed to demonstrate a <u>good understanding</u> and provides appropriate details as to how the requirement will be fulfilled.
10	Excellent	In the opinion of the evaluation panel the response is completely relevant and excellent overall. The response fully addresses all the elements of the requirement and is comprehensive and unambiguous demonstrating a <u>thorough understanding</u> of the requirement and provides a specific, tailored and focussed response as to how the requirement will be fulfilled in the delivery of this contract, which is fully supported with evidence

Scores achieved for each question under this marking scheme will then be divided by 10 and multiplied by the maximum score available for that question as identified in the award criteria.

All compliant tenders will be evaluated and scored by a panel of officers from the Council individually. Scores for quality questions will then be moderated in a group to produce one final score per question. If there is more than one tender with an equal number of points, then the deciding criteria will be the lowest price.

Tenderers will be notified at the same time and as soon as possible by the Council of the results of the evaluation. The Council will provide unsuccessful tenderers with feedback on why the scores were given and if applicable, why their submission did not score higher.

Section E: Terms and conditions of tendering

1. Formalities

- For the purposes of this tender:
 - the Purchasing body will be: East Suffolk Council; and
 - The Contracting Authority will be: East Suffolk Council.
 - The tender must be completed in the name and voice of the economic operator.
 - The Council will not reimburse any tender costs. Work undertaken by the tenderer or any other party without written notification of an award of contract by the Council and prior to an agreed commencement date is done entirely at the tenderer's risk.
 - Tenderers should please be aware that details of current expenditure, budgets or potential future uptake set out in this invitation to tender or any clarification or other document issued as part of the procurement exercise are given in good faith as a guide to past purchasing and current planning to assist them in submitting their tender. They should not be interpreted as an undertaking to purchase any works, goods or services which are the subject of this procurement to any particular value and do not form part of the contract.
 - Please note that the award of contract may be subject to formal approval by the Council and where applicable, a standstill period. Until this is obtained, no contract will be entered into. Once the Council does reach a decision, all tenderers will be informed and debriefed as appropriate.
 - A contract will only be created between the Council and the successful tenderer upon completion of this procurement process and notification of award. Once the Council has authority to enter into the contract the final form will be issued by the Council. The process for completion of the contract will be managed by the Council.
 - The following documents shall form part of the contract between the Council and the successful tenderer:
 - The draft contract and its schedules.
 - The Specification.
 - Other schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
 - The pricing model/schedule (as completed by the successful tenderer).
 - Responses to requirements or method statement questions (as completed by the successful tenderer).
- all as may be amended by the Council following any clarification.
- The successful tenderer shall comply with any request to provide proof of documents such as insurance certificates and any other documents as requested by the Council and the Council reserves the right to use a third-party credit checking agency to support and evidence the financial information requested in this document.
 - As a public body, the Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and other transparency obligations. Tenderers should therefore be aware that any information submitted as part of this

procurement process may be disclosed by the Council unless it decides in its discretion that an exemption applies. This means that if an organisation is awarded a contract then all information relating to the contract may be published in whole or in part without consent. Tenderers may give a guide about what they consider to be commercially sensitive in their responses but blanket markings are prohibited and the Council makes no guarantees when considering whether or how to disclose information.

2. Procurement Specific Questionnaire

- The Council shall disqualify any Supplier if any of the mandatory grounds for exclusion under Regulations apply.
- The Council reserves the right at its sole discretion to disqualify or reject a Supplier where:
 - the Supplier fails to comply with the requirements and conditions of the Council set out in this instructions and information guidance;
 - the Supplier (or, where relevant, the Lead Supplier (and Consortium members/Significant Sub-Contractor(s)) is guilty of a serious misrepresentation in relation to its application and/or the procurement process;
 - there is a change in identity, control, financial standing or another factor impacting on the selection and/or evaluation process affecting the Supplier (or, where relevant, the Lead Supplier and Consortium members/Significant Sub-Contractor(s));
 - any of the discretionary grounds for exclusion apply
 - the Supplier fails to provide a satisfactory response to any questions in the PSQ or inadequately or incorrectly completes any question; or
 - the Supplier fails to submit its completed PSQ before the PSQ Submission Deadline.

3. Clarifications

- As set out in this invitation to tender, any clarification relating to it must be submitted through the e-tendering portal and any question/information considered to be commercially sensitive will be dealt with in accordance with section B above.
- Should a tenderer have any reasonable concerns or queries regarding the procurement, a requirement or the contract proposed, they must please raise this as a clarification during the period set out in this invitation to tender. This will allow the Council to consider whether any changes should be made and any impact on the timescales. If that is appropriate, then the amendments will be issued to all bidders with further instructions. Otherwise, the Council will not accept any amendments to the contract. As such, bids must not be caveated or expressed to be conditional. Any caveated or conditional bids may be rejected by the Council for being non-compliant.
- It is the responsibility of each Supplier to monitor all clarifications issued by the Council. The Council accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

- The Council reserves the right (but is not obliged) to seek clarification of any aspect of a 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. Tenderers should be aware that vague or ambiguous answers are likely to score poorly or render the tender non-compliant.

4. Tenderer Obligations

- Tenderers must satisfy themselves as to the accuracy, adequacy or completeness of the information provided in this invitation to tender (or any appendices) or their tender response. If the tenderer wishes to submit a tender it must complete all required fields in Part C - Response Pack. Failure to do so, or not following the instructions in this invitation to tender will make their tender noncompliant and they will not continue in the procurement process.
- Like any legal document, there are formalities in completing and returning a tender response. Tenderers must please ensure that they check who is authorised to sign it on behalf of their organisation. 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.
- The tenderer must ensure it has full power and authority to enter into the contract and must do its own due diligence to ensure it can perform the obligations of the contract.
- The tenderer must be of sound financial standing and be operationally capable of performing the obligations of the contract.
- If changes subsequently occur in relation to a tenderer's organisation or anything stated in their tender response, tenderers must promptly notify the Council of them. The Council reserves the right to disqualify any tenderer that fails to duly notify the Council, or if it means that in the reasonable opinion of the Council, a tenderer may no longer be able to meet any eligibility requirements that apply to the procurement process at all times.
- Tenderers must ensure that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between them and the Council or East Suffolk. Any tenderer who fails to do so may be disqualified from the procurement at the discretion of the Council.
- If a tenderer has reservations over sharing information in respect of any contract, they must please formally state this in their tender submission, otherwise the failure to, or refusal to disclose/share information will mean that the Council is entitled to reject the tender.
- Tenders must ensure their supplier details are up to date on Find a Tender Service to be awarded a contract. If you have not registered on Find a Tender Service and/or do

not confirm your details, your tender will be considered non-compliant and will not continue in the procurement process.

- If any subcontractor, connected or associated persons meet the requirement for mandatory or discretionary exclusion grounds (or are on the debarment list) with no evidence provided of self-cleaning, the Tenderer will be given the opportunity to replace that connected or associated person(s) or sub-contractor(s) within two working days. If the Tenderer does not respond within that timeframe their tender may be excluded from the procurement process.

5. Council's Rights

Further to anything set out above:

- The Council is not making a commitment in issuing this invitation to tender, nor is it bound to accept the lowest tender, or indeed any tender. For the avoidance of any doubt, the Council may make such changes to this procurement as it considers appropriate and may withdraw this invitation to tender at any time.
- The Council accepts no liability for the tenderer's reliance on anything set out in this invitation to tender or the draft contract. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this invitation to tender (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.
- The Council reserves the right not to open or consider any tender received after the submission deadline set out in this invitation to tender or any clarification.
- Where there appears to be an error in a submission, or where the tender reveals errors which could affect the evaluation then the Council may give the tenderer an opportunity to correct or withdraw their offer.
- Notwithstanding the above, there remains no obligation for the Council to clarify mistakes and it may reject non-compliant tenders.
- The Council reserves the right to reject a tender that appears to be abnormally low. Before doing so, an explanation from the tenderer will be requested and the response and evidence will be taken into account but the decision will be the Council's.
- The Council reserves the right to ask for further financial information at any time during the procurement process.
- Any attempt by a tenderer or those acting on its behalf to influence the contract award process in any way may result in the tenderer being disqualified. This includes but is not limited to devising or amending the content of their or any tender in accordance with any agreement or arrangement with another person (other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance); making arrangements with the effect of prohibiting or excluding any person from tendering; canvassing the Council or any employee or agent in relation to this procurement; offer or give any inducement or award for any improper activity relating to this procurement; attempt to obtain information regarding another tender or tenderer.

- If the Council considers a cover price has been submitted, the tender will be rejected, and the Competition and Markets Authority may further be informed. The tender will also be rejected (or no contract awarded) where the law may require it.
- The Council publishes a Contract Register on its website. Details of the successful tenderer will be published on this. Tenderers must not themselves make any publicity statement about the service, this invitation to tender or the contract unless the Council has given written consent. The invitation to tender must not be copied or shared other than for the purposes of submitting a tender. By taking part in this procurement, tenderers agree to such disclosure or publication by the Council.
- The Council shall be entitled to ask that any contract entered into pursuant to this procurement exercise is executed as a deed.

A Glossary of Terms used can be found on our website:

<https://www.eastsuffolk.gov.uk/assets/Your-Council/Procurement/Procurement-Glossary.pdf>

Section F: Appendices

Appendix A: Draft copy of Services Agreement

Appendix B: East Suffolk Social Value Ask