

**ANSA ENVIRONMENTAL SERVICES LIMITED**

**OPEN PROCEDURE GUIDANCE DOCUMENT**

**INVITATION TO TENDER**

**PROVISION OF CAPITAL FINANCE AND OPTION APPRAISAL SERVICES**

**Contract Period:** 1st October 2021 until 30th September 2024
(with the option to extend for up to an additional Two (2) years)

**CHEST REF: DN559538**

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Version 2.0

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
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| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | PROVISION OF CAPITAL FINANCE AND OPTION APPRAISAL SERVICES  |
| Value: | **Up to £30,000,000**IMPORTANT NOTE: The above Contract Value range is based on the maximum total asset value Ansa will require financing and is largely based upon current Ultra Low Emission Vehicle (ULEV) planned purchases which are anticipated to reduce during the contract term. Ansa anticipates the Tenderer’s fees to be a small proportion of the total asset value. Ansa cannot offer guarantees in terms of minimum contract values. |
| Period of Contract: | 1st December 2021 until 30th November 2024 (with the option to extend for up to an additional TWO (2) years) |
| Procuring Officer: | Andrew Bennett |
| Submission instructions: | Submissions must be received via The Chest<https://www.the-chest.org.uk/>Please note you are required to register, express an interest, download the ITT documentation and upload the completed ITT document by **12.00 Noon on 27th August 2021.** |

**TIMETABLE**

This timetable is indicative only. Ansa reserves the right to change the Timetable it at its discretion.

| **Stage** | **Date(s)/ time** |
| --- | --- |
| Issue of Invitation to Tender | 29th July 2021 |
| Clarification questions | 20th August 2021 |
| Deadline for Submission of Tenders | 12.00 noon on 27th August 2021 |
| Evaluation of Tenders | 30th August 2021 until 8th September 2021 |
| Notification of result of evaluation and Standstill period begins | 8th September 2021 |
| Standstill period ends | 17th September 2021 |
| Expected date of award of Contract | 17th September 2021 |
| Contract commencement | 1st October 2021 |

**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those companies who have expressed an interest (“suppliers”) to **Ansa Environmental Services Limited** (“Ansa”) to **Provision of Capital Finance and Option Appraisal Services** (the “Contract”)*,* their professional advisers and other parties essential to preparing a Tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT, and of any other documentation sent to you in respect of this Tender process, are provided on the basis that they remain the property of Ansa and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No supplier will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of Ansa, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by Ansa and its advisers.

Ansa reserves the right to cancel the Tender process at any point. Ansa is not liable for any costs resulting from any cancellation of this Tender process nor for any other costs incurred by those quoting for this Contract.

You are deemed to understand fully the processes that Ansa is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

**TENDER AND CONTRACT DEFINITIONS**

|  |  |
| --- | --- |
| “Ansa” | is Ansa Environmental Services Ltd is a wholly owned and controlled company of Cheshire East Council Ansa was formed in 2014 and is responsible for delivering the Cheshire East Council’s waste collection and disposal services which includes street cleansing services. |
| “Associated Business” | Ansa is part of a group of companies of which Ansa’s associated businesses may choose to access this contract for their own business requirements or may require business through Ansa including but not limiting to the following companies1. Cheshire East Council (CEC)
2. Orbitas Bereavement Services
3. Transport Service Solutions Ltd (TSS)
4. Alliance Environmental Services (AES)
 |
| “Authorised Officer” | the person duly appointed by Ansa and notified in writing to the Supplier to act as the representative of Ansa for the purpose of the Contract or as amended from time-to-time. |
| “Contract” | This agreement consists of the following listed documents which shall be read as one document.1. Specification
2. Ansa’s Standard Terms and Conditions
3. The Supplier’s response to Ansa’s Invitation to Tender.
 |
| “Council” | means Cheshire East Borough Council and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression ‘control’ shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists). |
| “ITT” | Ansa’s Invitation to Tender for the Contract |
| “Quote” | The supplier’s response for the Services in response to Ansa’s Invitation to Tender |
| “Supplier” | Organisation who is providing the services and the response to Ansa’s Invitation to Tender |
| “Tender” | the Supplier’s response for the Services in response to Ansa’s Invitation to Tender included in Part 3 – Response Document. |

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PROVISION OF CAPITAL FINANCE AND OPTION APPRAISAL SERVICES GUIDANCE

1. BACKGROUND
2. Ansa’s needs under the Contract and other relevant information are provided as an within this document in **Appendix 1 - Specification**.
3. If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [https://www.the-chest.org.uk/].
4. Other than the person identified above, no Ansa employee or member of Ansa has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
5. Please note that Ansa’s responses to any queries or clarification requests may, at Ansa’s discretion, be circulated to all Suppliers.
6. Ansa reserves the right to issue supplementary documentation at any time during the tender process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
7. Suppliers must obtain for themselves at their own expense all information necessary for the preparation of their Tender.
8. Under the Contract Ansa will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
9. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
10. **Social Value:** Ansa is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a Contract.

If Social Value including but not limited to Corporate Social Value and Modern Slavery forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

1. CONTRACT DOCUMENTS
	1. Any resulting Contract will consist of the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
	2. Ansa is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
	3. Any Tender award will be conditional on the Contract being approved in accordance with Ansa’s internal procedures and Ansa being generally able to proceed. The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderer.
	4. Ansa reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
	5. Please note that no work must be commenced by the successful tenderer and no payment can be made until Ansa’s Purchase Order has been received.
2. TENDER SUBMISSION REQUIREMENTS
	1. The closing date and time for receipt of the ITT is 12.00 Noon on 27th August 2021.
	2. Organisations full registered business/name and main office address must be provided on all documents.
	3. Tenders must be written in the English language.
	4. Only one tender is permitted from each supplier. In the event that more than one tender is submitted by a Supplier, the tender with the latest submission time will be evaluated and the other(s) disregarded.
	5. The Tender (including price) should remain valid for a minimum period of 90 days.
	6. The Tender must not be qualified in any way.
	7. Any signatures must be made by a person who is authorised to commit the Tender to the Contract.
	8. Submissions must be made using the response document only; answers to questions must be in the box provided within the response document and Cross Referencing Answer to Answer is not permitted.
	9. Tenderers are required to submit their Response in the format provided by Ansa Environmental Services (for example: Word Document), including the pricing schedule. If suppliers feel that there is a need to submit a pdf version, this will be accepted, however an editable word or excel document must also be submitted for evaluation purposes. Failure to provide this supplementary information may result in the submission not evaluated further.
	10. Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. Ansa cannot be held responsible for technical/ ICT issues in leaving the uploading of your submission too late.
	11. No submission received after the closing date and time will be considered other than where there are exceptional circumstances which may be considered by Ansa’s Legal Representative at their sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
	12. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
	13. Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.
3. ITT SUBMISSION CRITERIA
	1. Ansa does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted.
	2. Each tender will be checked initially for compliance with all requirements of the ITT.
	3. Ansa reserves the right to reject or disqualify a Suppliers submission where documents are completed incorrectly, are incomplete or fail to meet Ansa’s submission requirements which are detailed in this document.
	4. Ansa reserves the right to reject or disqualify a Suppliers submission if in the opinion of Ansa the Supplier is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
	5. Errors in Tenders: The Supplier will be given details of any error(s) found during evaluation and shall be given the opportunity to confirm without amendment or withdraw the tender; or
	6. If clause 4.4 is not applicable, and pursuant to 4.5, the Supplier will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
	7. If a Tender containing major arithmetical errors or a large number of arithmetical errors is submitted then this may be rejected on the grounds that there is a serious doubt about the competence of the bidder.
	8. Failure to complete all relevant sections or sign the document where required may render your submission incomplete or non-compliant and may invalidate your submission.
	9. Tenders will be evaluated against the award criteria set out in Table 2.
	10. During the evaluation period, Ansa reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Suppliers, to assist it in its consideration of their tender.
	11. Ansa may decide to interview Suppliers or hold clarification meetings to assist its Tender process, and Suppliers will be notified in due course.
4. INTRODUCTION / **PROJECT BRIEF**
	1. Cheshire East Council (the Council) has a service delivery strategy which incorporates strategic commissioning of services. The Council is one of the largest local authorities in the North West covering an area of over 1,000 km2 with a population of approx. 370,000.
	2. This strategy has resulted in the creation of Alternative Service Delivery Vehicles (ASDVs), wholly owned and controlled companies of the Council.
	3. Details of some of the Council’s ASDVs are as follows:
		1. Ansa Environmental Services Ltd (Ansa)
		2. Orbitas Bereavement Services Ltd (Orbitas)
		3. Transport Service Solutions Ltd (TSS)
	4. The contract will be between Ansa and the Successful Supplier, however all of the above ASDVs will have access to the Contract and benefit from all elements of the Specification.
	5. Ansa is responsible for the Council’s Waste, Cleansing, Grounds Maintenance and Fleet services and will be the main service user of the Contract. Consequently, Ansa will be the lead ASDV from this group and any Contract will be between Ansa and the Service Provider.
	6. In addition to the above ASDV’s, Ansa’s has formed a joint venture organisation (Alliance Environmental Services Ltd (AES)) with High Peak and Staffordshire Moorlands Borough Councils to provide similar services. Ansa will make any contract available to AES should this company have requirements which can be met by this Contract.
	7. Ansa seeks to appoint a single supplier to provide Capital Finance and Option Appraisal Services.
5. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS
	1. **Open Procedure**
		1. The procurement process adopted by Ansa is based upon the open tendering procedure as detailed in the Public Contracts Regulations 2015. In brief, the process will be as follows:
			1. All suppliers expressing an interest in the Contract have been sent an Invitation to Tender (ITT) email notification and their subsequent tender submission will initially be evaluated to ensure that all the stated qualifying criteria are met.
			2. All Tenders which meet the qualifying criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.
6. TENDER EVALUATION – SUITABILITY ASSESSMENT QUESTIONNAIRE
	1. The evaluation will be based upon two stages, qualifying and award; only those Tenders that meet the qualifying criteria within the Suitability Assessment Questionnaire (SAQ) will then be scored against the award criteria. Those deemed not to meet the qualifying criteria will not be considered further.
	2. A number of qualifying criteria will be applied to the responses given by suppliers to the Suitability Assessment Questionnaire section of this tender document. These qualifying criteria are essentially the minimum standards which Suppliers must meet or exceed. They address the Supplier’s capacity to perform the contract, i.e. the minimum requirements for professional, technical and financial capacity.
	3. Those Suppliers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The qualifying criteria will be based upon the following factors, and will be assessed as a weighted score or ‘Pass’ / ‘Fail’. Should a Supplier fail any section of Schedule Three Suitability Assessment Questionnaire they will receive an overall ‘Fail’ and will not proceed further with the evaluation.

**Any Tender failing any of the below qualifying criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.**

**Table 1**

| **Schedule/Section** | **Assessment** | **“Fail” on** |
| --- | --- | --- |
| **Schedule One** Form of Tender | This question is based on **pass and fail**. To accept formally by form or tender | No Acceptance /Signature of Schedule 1 |
| **Schedule Two**Certificate of Non-Collusion and Non-Canvassing | This question is based on **pass and fail**. To accept formally by confirming non collusion and canvassing. | No Acceptance /Signature of Schedule 2 |
| **Schedule Three**Suitability Assessment Questionnaire | The questions in Schedule Three will be evaluated on either a **scored or a Pass/Fail basis.**The scoring criteria table further below will show the relevant criteria for each question. | Applicants will fail on incomplete responses, and / or as detailed below and / or not meeting the **minimum SAQ pass score of 50%** for scored questionsA ‘fail’ is given for a pass / fail question. |
| **Section 1**Organisation Profile | The supplier is required to complete all elements of the Organisational Profile. This information is required, to ensure Ansa has the correct details of all Organisations.  | N/A |
| **Section 2**Mandatory Exclusion Grounds | These sections are to be scored on a pass/fail basis.If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions |
| **Section 3**Discretionary Exclusion Grounds | These sections are to be scored on a pass/fail basis.If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions and/or unacceptable mitigations/explanation. |
| **Section 4**Insurance | This question requires confirmation of insurance for Employers Liability, Public Liability and Professional Indemnity, specifically in relation to Data Breach | Incomplete and/or unsigned info and/or not able to meet minimum levels |
| **Section 5**Technical Capacity and Experience | This question requires information of your technical and professional ability with previous similar projects. | Incomplete information, unsuccessful references and / or no suitable explanation of missing information. |
| **Section 6**Equality and Diversity | This question requires the supplier to advise their commitment to equality within the workplace. | No policy (If deemed appropriate) and/or unsatisfactory responses |
| **Section 7**Economic and Financial Standing | The supplier is required to send one of the requested documents to Ansa for review. Ansa may consult an on-line financial system to verify your Company’s financial standing. | Incomplete / incorrect information or document provided / failure to agree to statement |
| **Section 8**Social Values | This section will be scored as 100% of the total Suitability Assessment Questionnaire scoring The supplier is required to outline the organisations social values including but not limiting to: Environmental Safety, Modern Slavery and Corporate Social Responsibility | Incomplete information and/or unsatisfactory provisions for the organisations Social Values and/or did not achieve the required pass mark |
| **Section 9**Health and Safety | This section will be scored Pass/ Fail. | Incomplete information and/or unsatisfactory health and safety provisions or did not achieve the required pass mark. |
| **Section 10**Subcontracting | Whilst subcontractors are not expected for this contract, the supplier is required to outline any proposed subcontractors they may use, providing further information on the benefits and management of subcontractors | N/A |
| **Schedule Four**Compliance with Specification & Scope of Requirements | This section will be assessed and responses evaluated on a **pass / fail** basis, the supplier is expected to provide detail of areas they are not able to meet to be review by Ansa. | Incomplete information and/or unsatisfactory amendments and non-compliance |
| **Schedule Five**Pricing Schedule | **Forms part of the ITT Award Criteria**See section 8 below and Response Document for further details. | Fail on incomplete Pricing Schedule, restructuring of the Pricing Schedule and/or submitting abnormally low prices. |
| **Schedule Six**Qualitative Questions | **Forms part of the ITT Award Criteria**See section 8 below and Response Document for further details. | Being awarded a fail on any pass/fail question. |
| **Schedule Seven**Declaration | This section will be assessed and responses evaluated on a **pass / fail** basis. | No Acceptance /Signature |

* 1. If a ‘Fail’ has been awarded for any element of Schedule 1, 2, 3, 4, 6 and 7, the tenderer’s submission will not progress with the tender evaluation
	2. The tenderer’s response to the scored questions within Schedule 3 of the Suitability Assessment Questionnaire (Section 6 and 7) will be scored between 0 and 10 according to the pre-agreed scoring grid detailed in Section 9.2.4.
1. ITT EVALUATION CRITERIA
	1. The submissions received will be evaluated against the evaluation criteria shown in the Table 2 below, and will be awarded on the basis of the Most Economically Advantageous Tender (MEAT).

**Table 2**

| **Evaluation Matrix** | **Score Weighting** |
| --- | --- |
| **Schedule 1 - Form of Tender** |
| Completeness of the form of tender | Pass / Fail |
| **Schedule 2 - Non-Canvassing and Non-Collusion** |
| Completeness of the non-canvassing and non-collusion certificate | Pass / Fail |
| **Schedule 3 - Suitability Assessment Questionnaire** |
| **Section 1 -** Organisation Profile | Information Only |
| **Section 2 -** Insurance | Pass / Fail |
| **Section 3 -** Technical Capacity and Experience | Pass / Fail |
| **Section 4 -** Equality and Diversity | Pass / Fail |
| **Section 5 -** Economic and Financial Standing | Pass / Fail |
| **Section 6 -** Social Values | 100% |
| **Section 7 -** Health and Safety | Pass/ Fail |
| **Section 8 -** Subcontracting | Information Only |
| ***Total*** | ***Pass / Fail*** |
| **Schedule 4 - Compliance and Service Capabilities** |
| Compliance with Specification and Scope of Requirements | Pass / Fail |
| **Schedule 5 - Pricing Schedule** |
| Pricing Schedule 1 – Percentage Fee for Provision of Capital Finance and Option Appraisal Services applied to Drawn-Down funding | 30% |
| Pricing Schedule 2 – Negotiated Savings | 5% |
| Pricing Schedule 3 – Third Party Asset Sales | *5%* |
| ***Total*** | ***40%*** |
| **Schedule 6 - Qualitative Questions** |
| Q1 | Compliance with Specification and minimum criteria | Pass/ Fail |
| Q2 | Capacity | 10% |
| Q3 | Finance Options | 10% |
| Q4 | Master Lease Agreement | 5% |
| Q5 | Access to Framework Agreements | 5% |
| Q6 | Evaluation and Selection of Lessors | 5% |
| Q7 | Lease Portfolio Management | 2.5% |
| Q8 | End of Finance Term | 10% |
| Q9 | Indicative Lease Quotes | 2.5% |
| Q10 | General Advice/ Additional Services | 10% |
| ***Total*** | ***60%*** |
| **Schedule 7 - Declaration** |
| Compliance with Declaration | Pass / Fail |

1. EVALUATION MECHANISM AND SCORING STRUCTURE
	1. **Financial Evaluation – 40% Weighting**
		1. Failure to complete the Pricing Schedule in the provided source(s) may result in your Organisation’s submission being rejected.
		2. All Prices shall be stated in pounds sterling and exclusive of VAT.
		3. Suppliers must also indicate all other costs that will be associated with the contract e.g. rates, expenses, delivery to the specified locations etc. No claim for additional payment for items that have not been specified will be accepted.
		4. Prices are to be fixed for the initial contract period
		5. Importantly for ITT award criteria, the price is converted into a score as a percentage of the lowest bid price. The lowest, but feasible, price is awarded 100% and is then converted into a percentage, relative to the main criteria table.

The sum of all of these derived percentages allows final ranking of economic operators.

|  |  |
| --- | --- |
| **EXAMPLE:** |  |
| Pricing Element = 40% weighting:Company A = £1000.00Company B = £2000.00Company C = £3000.00 | Lowest Price/Submitted Price x Price Criteria Weighting:Therefore – Company A = £1000.00 / £1000.00 x 40 = 40% Company B = £1000.00 / £2000.00 x 40 = 20% Company C = £1000.00 / £3000.00 x 40 = 13.3% |

* 1. **Qualitative Evaluation – 60% Weighting**
		1. The Supplier’s response to the Qualitative Questions is scored between 0 and 10 according to the pre-agreed scoring grid, detailed in section 8.2.4 below.
		2. Each scored question will be weighted accordingly. All weightings are provided in Section 7 - Table 2.
		3. For each question the actual score given is divided by the maximum score possible and multiplied by the weighting.

|  |
| --- |
| **EXAMPLE**:Question 1 has an overall weighting of 10%;Max score allowed = 10;Actual score given = 6;Adjusted score = Actual/Max = 6/10 = 0.6 or 60%As applied to the Question 1 - Overall Percentage Weighting (Q1 = 10%), the Final Weighted Score is = 10% x 0.6 = 6%. |

* + 1. All scored questions within the Qualitative Evaluation and Section 8 of the Response Document will be evaluated in accordance with the below scoring methodology.

Scores will be awarded as follows:

|  |  |
| --- | --- |
| Exceptional understanding and interpretation | 10 |
| Above expectations and an excellent understanding and interpretation of requirements | 8 |
| Meets expectations and reflects adequate understanding of all issues and aspects | 6 |
| Below expectations, reflects limited understanding and misses some aspects | 4 |
| Well below expectations and significantly fails to meet the standard | 2 |
| Unacceptable and complete failure to grasp/ reflect the core issues | 0 |

1. **CLARIFICATIONS**
	1. **Pre–Submission Clarification:**
		1. All clarifications raised by tenderers prior to the submission (deadline) close time/date in regard to this ITT must be submitted in writing via the chest, in the first instance by the date shown on the “Indicative Timetable”
		2. Queries should be received no later than **12.00 noon on 20th August 2021**
		3. Ansa shall endeavour to respond to queries within two working days. If Ansa considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the Contract.
		4. Ansa reserves the right to retain all and any of the information supplied to it by the tenderer(s).
	2. **Post-Submission clarifications:**
		1. Ansa reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the tenderer(s). It is imperative that all tenderers are available during the evaluation period of this process.
		2. Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-submission clarification period and/or within Schedule Four – Compliance and Service Capabilities. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.
	3. **Clarification meetings, site visits and interviews**
		1. Ansa reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
		2. Should Ansa decide to interview Tenderers or hold clarification meetings to assist its tendering process, Tenderers will be notified in due course.
2. **NATIONAL** FRAUD INITIATIVE AND WHISTLE BLOWING POLICY
	1. The Supplier should be aware that Ansa Environmental Services Ltd may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires Ansa TO provide details of transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details.  Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.
	2. As Ansa Environmental Services Ltd, is a wholly owned company of Cheshire East Borough Council, the Supplier shall comply with Cheshire East Borough Council’s whistle blowing procedure which   ensures that employees of the Supplier are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Laws on the part of the Supplier or any Sub-contractor without fear of disciplinary and other retribution or discriminatory action.
	3. Suppliers and their employees may wish to acquaint themselves with the implications of the Code for them.  Suppliers’ employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by a fellow employee, a Council employee or an Ansa employee.
	4. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy (PDF, 85KB)](http://www.cheshireeast.gov.uk/pdf/Whistleblowing_Policy.pdf) or email whistleblowing@cheshireeast.gov.uk
3. **CORPORATE REQUIREMENTS**
	1. Ansa has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. Ansa is delivering its services when a contractor is delivering services on behalf of Ansa. It is therefore incumbent upon Ansa to ensure that these statutory requirements are carried out by any contractor that is working for Ansa. Consequently, Ansa is looking for a commitment within Suppliers to assisting Ansa in their duties. Ansa does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Supplier believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.
4. **EQUALITY AND DIVERSITY**
	1. Ansa is committed to providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Supplier will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.
	2. Suppliers should note that the successful Supplier will be asked to contract with Ansa to ensure that they adhere to these obligations. Ansa will, if appropriate, monitor the successful Supplier’s compliance throughout the Contract Period.
5. **GDPR**
	1. Ansa is aware of the General Data Protection Regulations (GDPR) which came into effect on 25 May 2018. The regulations encompass a much wider and more robust set of rules and controls to ensure that subjects’ data is protected appropriately and includes data that we process on behalf of subjects.
	2. The Supplier will handle and process all personal data in accordance with GDPR regulations at all times.
6. **CORPORATE SOCIAL RESPONSIBILITY**
	1. Ansa are committed to working with and supporting suppliers Corporate Social Responsibility (CSR) to improve their and their Supply Chain’s environment which includes but does not limit: Social impacts; political adherence and governance; environmental sustainability and improvement; ethical operation; philanthropic support and support to local residents and communities.
	2. Within the supplier’s tender response, the supplier should clearly outline their CSR values and how the Organisation plans to continue to develop their CSR and their Supply Chain’s CSR Values.
7. **LEGISLATION, REGULATIONS AND JURISDICTION**
	1. The supplier must comply with all relevant legislation, regulations and jurisdictions which includes but does not limit to the Freedom of Information Act, Modern Slavery Act 2015 and General Data Protection Regulations.
	2. Ansa may, at any point, request evidence or demonstration that the Supplier is adhering to relevant legislation, regulation and jurisdiction, to be provided within 5 working days of the initial request.
	3. The Supplier must note that, any information provided to Ansa may be required to be issued in accordance with the Freedom of Information Act.
	4. Suppliers should work towards ensuring that their employees are paid the national living wage also ensuring the supply chain adhere to the Modern Slavery Act 2015.
	5. The suppliers are required to comply with the Ethical Trading Initiative (<http://www.ethicaltrade.org/>) and the 8 base codes it stipulates:
		1. Employment is freely chosen
		2. Freedom of association and the right to collaborative bargaining are respected
		3. Working conditions are safe and hygienic
		4. Child labour shall not be used
		5. Living wages are paid
		6. Working hours are not excessive
		7. No discrimination is practiced
		8. Regular employment is provided

APPENDIX ONE - SPECIFICATION

1. **INTRODUCTION/ PROJECT BRIEF**
	1. Ansa Environmental Services Ltd (“Ansa”) is a wholly owned and controlled company of Cheshire East Council (“the Council”). Ansa was formed in 2014 and is responsible for delivering the Cheshire East Council’s waste collection and disposal services which includes street cleansing services.
	2. Ansa operate a fortnightly kerbside collection service which offers residents (of Councils including Cheshire East Council, High Peak Borough Council and Staffordshire Moorlands Borough Council) the collection of three waste streams; residual (non-recyclable), comingled-recycling and garden waste. All waste streams are collected in wheeled bins via Refuse Collection Vehicles.
	3. In additional to waste collections and disposal services, Ansa provides Cheshire East Council’s services in relation to, street cleansing, fleet management, parks and grounds development and maintenance.
	4. Ansa requires a single contractor to provide services associated with the Provision of Capital Finance and Option Appraisal Services.
	5. Ansa is a part of a group of companies, of which Ansa’s associated businesses may choose to access this contract for their own business requirements or may require business through Ansa, these companies include but are not limited to the following:
		1. Cheshire East Council (CEC)
		2. Orbitas Bereavement Services
		3. Transport Service Solutions Ltd (TSS)
		4. Alliance Environmental Services (AES)
	6. Should any of Ansa’s Associated Business notify the supplier of their intention to use the contract, the supplier is required to notify Ansa of this intent within 3 working days of the enquiry being made. Should an Ansa Associated Business require services, a separate account must be set up for their own requirements to be invoiced separately as per this Contract.
	7. During the Contract, Ansa may request new requirements from their business growth to be included within the contract. This will be advised to the Suppliers on a case by case basis.
2. **SERVICES**
	1. The successful Supplier will be advised of all projects in a timely manner via the issuing of requirements specific to each individual project.
	2. Following receipt of the technical specification, the supplier is required to provide a full quote including rates per thousand, applicable interest rate and the finance cost per Quarter, in line with the response provided within this ITT.
3. **Scope**
	1. Ansa operates a large fleet of HGVs, LCVs and Grounds management machinery, this contract will encompass the transition of Ansa Fleet from a largely hire based fleet to a predominantly owned fleet, owned vehicles are typically replaced after 7 – 8 years operation although this may vary by vehicle/ machine type and operation.
	2. Additional requirements for Capital Finance Option Appraisal will arise throughout the Contract Period as other vehicle hire arrangements and owned vehicles become due for replacement Ansa operates circa 55 Refuse Collection vehicles which are replaced on a rolling cycle

Additional requirements for Capital Finance Option Appraisal will arise throughout the Contract Period as other vehicle hire arrangements and owned vehicles become due for replacement

1. **Service Requirements**
	1. The restructuring of Ansa’s fleet provision will potentially incorporate leasing as a source of funding.
	2. Ansa anticipates its broad range of fleet requirements to require a variety of funding options. Consequently, the Supplier will recommend appropriate funding options via recognised option appraisal techniques.
	3. In the event of Ansa funding all requirements via Residual leases it is anticipated that the total value of assets would total up to £30M throughout the Contract Period. This is an approximation given in good faith.
2. **Service Elements**
	1. Finance Classification
		1. Ansa seeks assistance in the identification of suitable assets to be financed through sources of funding available within the Prudential Code. This will include the determination of the appropriate leasing classification, Non Residual Lease, Residual Lease or other methods of funding as advised by the successful bidder. The advice should take into consideration relevant accounting principles whilst incorporating option appraisal techniques to achieve value for money.
		2. Lease classification will also include the assessment of IFRS 16 lease accounting implications for any lease proposal including lease liability and use of asset.
	2. Passage of Title
		1. Ansa will require assistance in identifying the optimum route to pass title of the assets to Ansa or relevant associated business and would be looking for the advisor to provide the relevant Process/support / structure.
	3. Master Agreement
		1. Ansa requires a master agreement(s) for all offers of finance, tailored specifically to protect Ansa interests whilst following industry best practice. This agreement is to be regularly reviewed and updated to reflect amendments to legislative and accounting requirements. This master agreement(s) should satisfy Ansa’s General Contract Standing Orders and Financial Regulations. Ansa seeks assistance to ensure current master lease documentation is monitored and amended to reflect both regulatory changes and evolving market conditions.
	4. Framework Agreements/Find a Tender Procedures
		1. In accordance with Ansa’s Procurement Manual, Ansa primarily adopts framework agreements to manage its procurement requirements for call-offs that would fall within the scope of this advisory arrangement. Ansa may also on occasion elect to use a Find a Tender procedure to establish the tender panel and issue tenders.
	5. Selection of Finance
		1. Ansa will require the appointed advisor to distribute tender documents to potential funders in accordance with the relevant framework agreements. The appointed advisor will appraise and analyse lessor submissions and provide a formal report regarding funder suitability.
		2. On completion of the funder selection process, Ansa may require the appointed advisor to negotiate on its behalf, any issues/conflicts within the final contracts including the verification of drawdown details and the confirmation of terms.
		3. On finalisation of the contracts Ansa will receive the contracts by post or e-mail ready for signing prior to forwarding to the funder for countersignature.
	6. Finance Portfolio Management
		1. From the inception of the lease until expiry, Ansa may require ad hoc assistance and advice on general finance portfolio management, including; early termination, impact of changes to taxation rules, rescheduling requirements plus novation assignation and sub leasing arrangements.
		2. Such assistance shall be aimed at creating savings and increasing value wherever possible.
	7. Contract Expiry Service
		1. At the end of the primary term Ansa may require ad hoc assistance and advice on third party buyouts, secondary rentals and return condition disputes.
	8. Indicative Rates
		1. In order to form Ansa’s strategy for reviewing fleet provision, it may require the appointed advisor to provide indicative quotes and projections regarding funding options.
	9. Additional Services
3. The appointed advisor will provide any additional services associated with capital funding advice wherever necessary.
4. **General Requirements**
	1. Legislation
		1. All services should be undertaken in accordance with relevant legislation.
		2. The Contractor shall be responsible for obtaining knowledge of legislation changes and incorporating such changes in its processes.
	2. Charging Mechanism
		1. The Contractor will only levy charges as outlined within its Pricing Schedule.
		2. Invoices will be sent electronically to a designated Ansa representative on a monthly basis. All charges included on invoices will be itemised with a sufficient description explaining the charges.
	3. Contract Management
		1. The Contractor shall provide a Contract Manager whose identity should be notified in advance to Ansa’s Authorised Officer. The Contract Manager’s role includes:
	4. Management of performance of the Contract against the Specification;
	5. Keeping abreast of developments in the legislative environment, taking action as necessary in order to comply with new requirements (and advising the Authorised Officer of such developments);
	6. Managing and storing all documentation relating to the Contract;
	7. Be available five (5) Working Days per week to meet with the Authorised Officer should the need arise;
	8. Attending meetings as required by the Authorised Officer.
5. **PAYMENT AND INVOICES**
	1. Payment of invoices will be made following the completion of services to a satisfactory level. Payment for part services or part orders will not be made. The supplier is expected to provide one (1) single invoice for the services completed.
	2. Invoices will be paid within 30 days of an undisputed invoice being received. Ansa reserve the right to dispute an invoice within 5 working days of receipt of invoice.
	3. In the event of an invoice dispute, Ansa and the supplier will seek a suitable resolution on a case by case basis. The supplier shall not withhold any services due to disputed invoices.
	4. When providing the quote for projects on a case by case basis, the costs must adhere to those included within this tender response.
6. **SUBCONTRACTORS**
	1. It is Ansa’s preference that a single supplier wholly delivers the requirements of this contract without the use of subcontractors or third-party providers (“subcontractor”), Ansa’s preference is that subcontractors are not used.
	2. However, if subcontractors are used, Ansa will consider this on a case by case basis. The supplier must be able to demonstrate that they have a good working relationship with the subcontractor and together have delivered similar projects.
	3. The subcontractors will be wholly managed by the supplier, adhering to this contract and their tender response, including items such as quality standards and relevant legislation.
	4. Further information of subcontractors used shall be outlined by the supplier within the Suitability Assessment Questionnaire sections 10 of the Response Document.
	5. All subcontractors which are used by the supplier, not outlined within the Suitability Assessment Questionnaire will be identified to Ansa within 1 business day following their appointment, Ansa reserve the right to reject the use of subcontractors which have not been pre-agreed between Ansa and the supplier.
	6. Ansa reserves the right to terminate the contract in the event that suppliers’ subcontractors are not providing the services in line with this contract and the suppliers ITT response. Ansa will not unreasonably withhold the right for any supplier to use a subcontractor.
	7. The supplier will ensure that they are using subcontractors in line with all relevant legislation including but not limiting to the following:
		1. EU General Data Protection Regulations (GDPR);
		2. UK Governments National Minimum Wage (NMW) and National Living Wage (NLW);
		3. Modern Slavery Act 2015;
		4. Equality Act 2010; and
		5. The Human Rights Act 1988
	8. Ansa may from time to time require a review procedure of all subcontractors used.  Subcontractors must provide the supplier with suitable assurance that they adhere to relevant legislation. Ansa may from time to time request evidence of this assurance; the supplier shall provide such evidence within 2 business days of the request being submitted.
	9. The supplier will ensure that they are using high quality, value for money subcontractors as appropriate.
7. **COMPLIANCE**
	1. The successful supplier will comply with all aspects of this Specification and response to the ITT at all times during the Contract.
	2. This specification, ITT documents and subsequent Purchase Orders, form the Contract.
	3. The Supplier must provide the Services in accordance with all relevant legislation necessary consents and good industry practice.
	4. Throughout the duration of the initial term and any enacted extension term, the supplier will notify any changes in legislation to the supplier.
	5. Where the supplier’s employees will be working alone, the supplier shall provide Ansa with lone working policies, risk assessments and their processes to ensure the safety of their employees for each project.
	6. This contract is non-exclusive.

**APPENDIX TWO – EQUALITY QUESTIONNAIRE**

**Guidance in answering the Equality Questionnaire - Common Standards for Equalities in Public Procurement**

**Introduction**

In simple terms the aim of the Standard is to ensure that the provider to Ansa Environmental Services has an equality agenda, and that providers can demonstrate and implement their agenda through policies, statements and actions. The Common Standard will be mainstreamed into the pre-qualification policies and procedures of Ansa Environmental Ltd. The Standard has been widened in scope to include all protected characteristics identified in the Equality Act 2010 and Ansa’s 3 Year Single Equality and Inclusion Scheme and Action Plan.

**The Standard**

The standard has been adapted from an existing standard process, worked-out using internal and external expertise and externally scrutinised, it is well managed and delivers improved equality practice in complex circumstances. It indicates how good equality practice can be managed into the mainstream of council business and supports the corporate management equalities objectives.

**Contract Conditions**

Ansa’s standard will be included in all contracts. It covers equality in workforce matters and equality in service delivery.

**Strengths**

* Reduced Administration
* Geographical proximity of members
* Consistency
* Similar targets/aspirations/commitment
* Mix of skills/experience
* Increases diversity and encourages good practice

**Targets**

* Raise providers performance – working with firms
* Use of common agreed standards and procedures
* Sharing of resources/information/staff/database
* Sharing of good practice

**Benefits**

*Service provider:*

The Common Standard will lead to a greater awareness of equality legislation by service providers and their employees.

*For Local Authorities and wholly owned companies of local authorities:*

Should encourage better practice and result in higher employment rates etc. for women, disabled people and black, and minority ethnic people.

Improved company policies indicate that the Common Standard is having a successful impact on the employment standards and practices of council providers.

**Assessment Guidelines**

* Firms expressing interest to any of Ansa Member authorities must satisfy the criteria of the standard
* Providers are asked to submit a written policy demonstrating that they comply with equality in employment legislation which is assessed against the Standard consisting of two levels, corresponding to different sizes of firms.
* The levels of the Standard become more demanding dependent upon staffing levels:
	+ - * + sole traders and firms employing less than 5 employees face minimum requirements.
				+ firms employing 50 or more staff need to meet more comprehensive criteria.
* Details of providers approved under the Standard.
* Common Standard Criteria is based on seven approved questions in relation to equality and inclusion.

Note: Providers/Firms not currently subject to UK legislation are asked to supply details of their experience in complying with equivalent legislation designed to eliminate discrimination and to promote equality of opportunity.

**Levels of Standards**

**Less than 5 Employees – Written Assurance**

Firms with fewer than 5 directly employed persons must provide a written assurance that the appropriate level of the Standard will be achieved following any recruitment which increases the size of the firm to 5 or more employees.

**Level 1:**

**Between 5 and 49 Employees (Must achieve criteria 1 - 5 listed below)**

1. All providers/firms must provide an equalities policy in respect of : -
	1. fair and/or inclusive recruitment, selection, training, promotion, discipline and dismissal procedures.
	2. discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
	3. identification of the senior position with responsibility for the policy and its effective implementation
	4. how you communicate the policy to your staff.
2. Effective implementation of the policy in the firm’s recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.
3. Regular reviews of the policy
4. Regular monitoring of the numbers of job applicants from different gender, disability, ethnic (and if relevant) any other protected characteristic.
5. Include Equality Impact Assessment to assess policies, procedures and functions for positive and/or negative impacts in relation to employment and service provision and to action plan against any adverse impact.

**Level 2:**

**50 or more Employees (Must achieve criteria 1 - 5 listed above and 6 -11 listed below)**

1. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline and dismissal of staff.
2. Provide equality training for managers and any staff responsible for recruitment and selection.
3. In addition to criterion 4 (Level 1) carry out monitoring on the number of employees from different gender,
4. Disability, gender, ethnic (or any other relevant) groups by grade when:
* in post
* applying for posts
* taking up training and development opportunities
* promoted
* transferred
* disciplined and dismissed
* leaving employment
1. If monitoring reveals under-representation of the groups listed in 7 above to take steps (including positive action) to address any imbalances.
2. Regular reporting and consultation on equality issues within the workforce.

Note: Mentioned in the firm’s recruitment advertisements and publicity literature that equality policies & practices are in place.

# APPENDIX THREE – CONDITIONS OF CONTRACT

**Please see Appendix 3 – Capital Finance services contract for contract conditions**