

Cheshire East Borough Council

**INVITATION TO TENDER VIA YPO FRAMEWORK 654:
CREMATORIA SOLUTIONS II
LOT 2 MAINTENANCE OF CREMATORIA EQUIPMENT**

GUIDANCE DOCUMENT

**CONTRACT FOR THE PROVISION OF CREMATOR
MAINTENANCE**

**PERIOD: 11th July 2017 to 10th July 2022
With 2 x 12 months option to extend**

CHEST REF: 16 200

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Version: 7

**CHESHIRE EAST BOROUGH COUNCIL
INVITATION TO TENDER FOR CREMATOR MAINTENANCE
SERVICES**

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Contract Description:	The Council in conjunction with Orbitas are looking to enter into a new comprehensive service agreement with a provider to maintain the cremators in both locations. Orbitas is the wholly-owned company (WOC) that runs Cheshire East's Bereavement Services and the 'Care and Repair' service. Orbitas are directly responsible for the day to day management of the crematoria.
Quantity:	As per the specification
Period of Contract:	11th July 2017 – 10th July 2022 with a 2 x 12 month option to extend
Call-off Frequency	As per the specification
Estimated Contract Value	The annual value of the contract is approximately £45,000 per annum. For a 5 year contract with a 2 x 12 month option to extend the total value is approximately £315,000
Procuring Officer:	Abigail Coyne
Queries or Clarifications:	Any queries or requests for clarification must be directed via the CHEST at www.the-chest.org.uk using the Q&A discussions area, and received before noon on 1st June 2017
Submission instructions:	All documents must be returned via the CHEST at www.the-chest.org.uk , and must be compatible with Microsoft Office or Acrobat/PDF formats.

Tenders to be sent to:	<p>E-TENDERING ONLY (www.the-chest.org.uk) - Tenderers must not submit Tenders by postal methods or return a Tender via e-mail to The Council.</p> <p>Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by the closing date and time.</p> <p>If you have any technical problems with 'The Chest' please contact the helpdesk on: Email: ProcontractSuppliers@proactis.com or Telephone: +44 330 005 0352</p>
Date/time for Tender return:	12:00:00 Noon 16th June 2017

TIMETABLE

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	22nd May 2017
Deadline for queries and clarifications relating to Invitations to Tender	By 12:00:00 Noon 1st June 2017 via the Chest
Submission of Tenders	12:00:00 Noon 16th June 2017
Evaluation of Tenders	19th June – 23rd June 2017
Notification of result of evaluation	27th June 2017
Contract commencement	11th July 2017

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IMPORTANT NOTICE

This Further Competition is on behalf of Cheshire East Council and Orbitas (a wholly owned company of Cheshire East Council that manages Cheshire East council's bereavement service).

This Invitation to Tender ("ITT") is issued to those companies via **the YPO Framework 654** to provide **Maintenance of Crematoria Equipment** (the "Contract"), their professional advisers and other parties essential to preparing a Quotation for this Contract (the "Quote") 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 the Council 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 Tenderer 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 the Council, 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 the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

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

<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>

1. BACKGROUND

- 1.1. Further details of the Council's needs under these Contracts and other relevant information is provided in the Specification document detailed at **Appendix A**.
- 1.2. If you have any questions or require any clarifications, please direct these via 'the Chest' using the messaging area.
- 1.3. Other than the team members allocated to the contract no Council employee or member of the Council 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(s).
- 1.4. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.5. The Council reserves the right to issue supplementary documentation at any time during the tendering 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.
- 1.6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.7. Under these Contracts the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. TENDER SUBMISSION REQUIREMENT

- 2.1. The closing date and time for receipt of the ITT is **12:00:00 16th June 2017**.
- 2.2. Tenders must be written in the English language.
- 2.3. Tenders must provide responses referring back to the numbering format as set out in the response document.
- 2.4. Only one Tender is permitted from each Tenderer. In the event that more than

one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

- 2.5.** Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. The Council cannot be held responsible for technical/ICT issues in leaving the uploading of your submission too late.
- 2.6.** No submission received after this closing date and time will be considered other than where there are exceptional circumstances which may be considered by the Director of Legal Services in his/her sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
- 2.7.** Where several documents are to be enclosed, preference would be for these to be 'zipped' as one file and attached to the portal. Please do not send any additional company literature/brochures if these have not been requested.
- 2.8.** The Council reserves the right to reject or disqualify a Tenderers submission where documents are completed incorrectly, are incomplete or fail to meet the Council's submission requirements which are detailed in this document.
- 2.9.** The Council reserves the right to reject or disqualify a Tenderers submission if in the opinion of the Council the Tenderer is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
- 2.10.** Errors in Tenders: The tenderer 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
- 2.11.** If 2.10 is not applicable, and pursuant to 2.12, the tender will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
- 2.12.** 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.
- 2.13.** The ITT must provide all of the information requested in the specified format and be completed in full and signed where indicated. In particular, the Form of Tender and the Certificate of Non-Collusion and Non-Canvassing must be signed by an authorised signatory.
- 2.14.** 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.

- 2.15. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
- 2.16. The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.17. The Tender must not be qualified in any way.
- 2.18. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.19. Your full registered business/name and main office address must also be provided on all documents.
- 2.20. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.
- 2.21. **Social Value:** Cheshire East Council 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.

Cheshire East Social Value policy sits within the overarching Cheshire East Corporate Plan. The Corporate Plan consists of six outcomes that demonstrate how Cheshire East Council will put the residents of Cheshire East first in the way that services are provided. Outcome numbers 1-5 focus on the activities directly affecting residents and local businesses. Outcome number 6 focuses on maximising value for money in the way the Council operates.

Outcome 1 – Our local communities are strong and supportive

Outcome 2 – Cheshire East has a strong and resilient economy

Outcome 3 – People have the life skills and education they need to thrive

Outcome 4 – Cheshire East is a green and sustainable place

Outcome 5 – People live well and for longer

Outcome 6 – A responsible, effective and efficient organisation

The Cheshire East Council Social Value Policy can be found at the following link

http://www.cheshireeast.gov.uk/business/procurement/procurement_strategy.aspx

Additional information on the PSSVA (2012) can be found at

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

If Social Value forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

3. CONTRACT DOCUMENTS

- 3.1.** Any resulting contract will consist of the terms and conditions of contract and the successful Tender (“the Conditions of Contract”). The Conditions of Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2.** This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or the Conditions of Contract.
- 3.3.** Any contract award will be conditional on the Contract being approved in accordance with The Council’s internal procedures and the Council being generally able to proceed.
- 3.4.** The Council reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
- 3.5.** The successful tenderer(s) will be required to execute a formal agreement in the form of the attached Conditions of Contract.
- 3.6.** Please note that no work must be commenced by the successful tenderer and no payment can be made until the Conditions of Contract are signed by both parties.

4. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS

- 4.1. Further Competition via YPO 654**

- 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 selection criteria are met.
- All tenders which meet the selection criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.

5. TENDER EVALUATION - STANDARD SELECTION QUESTIONNAIRE (SQ)

- 5.1.** The evaluation will be based upon two stages, selection and award; only those tenders that meet the selection criteria within the SQ at **Schedule 3** of the response document, will then be scored against the award criteria. Those deemed not to meet the selection criteria will not be considered further.
- 5.2.** A number of selection criteria will be applied to the responses given by tenderers to the SQ section of this tender document. These selection criteria are essentially the minimum standards which Tenderers must meet or exceed.
- 5.3.** Those Tenderers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The selection criteria will be based upon the following factors, and will be assessed as either 'Pass' or 'Fail'.

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

SQ Evaluation Matrix Table

Section	Assessment	"Fail" on
Schedule 2 (SQ) Standard Selection Questionnaire		
Part 1 – Section 1 Potential Supplier Information	<p>These sections are to be scored on a pass/fail basis.</p> <p>If an Organisation does not provide correct details to the Council, The Council reserves the right to disqualify the Organisation from the process at this point in the</p>	Incomplete Response

Section	Assessment	"Fail" on
	evaluation.	
Section 2 Additional SQ modules 2.1) Insurance	This section will be scored on a pass/fail basis. If the organisation cannot self certify for any of the statements, or will not commit to obtaining certain levels of insurance, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation	Incomplete responses/failure to meet minimum standards
Section 3. ITT Declaration	This section is to be scored on a pass/fail basis, a pass will be given on the document being signed and returned.	Applicants will fail on Incomplete signing and returning of the document

6. TENDER EVALUATION - AWARD CRITERIA

- 6.1.** Response to Invitation to Tenders (ITT) will be evaluated to determine the most economically advantageous Tender, taking into consideration the following award criteria within **Table 1** further below.
- 6.2.** The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 6.3.** Where the pricing of a Tender is abnormally low the Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>
- 6.4.** Each Tender Response will be checked initially for compliance with all requirements of the ITT.
- 6.5.** Tenders will be evaluated against the award criteria set out in **Table 1** below.

ITT & SQ Evaluation Matrix Table

Table 1

Description	Assessment
Full ITT & SQ Initial Compliance Checks	
Compliance with SQ & ITT process and of completeness of Information	Pass / Fail
Standard Selection Questionnaire (SQ) <ul style="list-style-type: none"> • Supplier Information • Insurance 	Pass / Fail
Schedule 4 ITT Financial Evaluation – Pricing Schedule	40%
Schedule 5 ITT Qualitative Evaluation Questions	60%
Question 1 When considering reducing CO2 emissions explain ways this can be achieved, any methods you currently use to achieve this and any plans on how to reduce your emissions in the future	15%
Question 2 Please confirm how your organisation will assist your employees in providing a professional service, maintaining good customer service. Please include any training courses your staff are expected to attend.	5%
Question 3 This contract requires rapid response times to emergency plant failure, please outline your contingency plans with regard to dealing with emergencies, and explain how you will maintain the level of service required.	5%
Question 4 Please provide details of your proposed team for the scheme and how they will work in partnership with and integrate into the development team within the Council to deliver an exemplar service.	15%
Question 5 Outline proposal response time should breakdown of one or both cremators occur. Routine calls - calls made before an agreed am time should/must be attended the same day. PM calls by an agreed time are not to affect the following days timetable.	15%
Question 6 Please outline how your organisation will work with Orbitas to ensure costs are reduced and best value achieved.	5%
Schedule 6 Compliance with the specification and scope of requirements	Pass/Fail

The tenderers response to each non-priced contract-specific question is scored between 0 and 10 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed.

The Overall Percentage per question is then adjusted by the above division.
E.g. for Q1, Overall Percentage weighting is 15%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%
Therefore overall percentage weighting x adjusted score = 15 x 60% = 9%

6.6. Evaluation: Information the Council Requires

Qualitative Tender Information Required

NOTE TO ORGANISATION:

*For the ITT Award Criteria Questions and Response Guidance, please see **Schedule 5** of the Response Document.*

Pricing Tender Information Required

- Tenderers must complete the Pricing Schedule set out in **Schedule 4** of the response document to provide all of the obligations under the Contract.
- All Prices shall be stated in pounds sterling and exclusive of VAT
- Tenderers must also indicate all other costs that will be associated with the Contract e.g. Rates, expenses etc. No claim for additional payment for items that have not been specified.
- 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

Section 1.0 Preliminaries and 2.0 Standard Maintenance Programme

Pricing Element = 10% weighting:

Company A = £1000.00

Company B = £2000.00

Company C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Company A = £1000.00/£1000.00 x 10 = 10%

Company B = £1000.00/£2000.00 x 10 = 5%

Company C = £1000.00/£3000.00 x 10 = 3.33%

Section 5 Percentage Additions on Prime Costs

Pricing Element = 10% weighting:

Company A = 10%

Company B = 5%

Company C = 3%

Lowest Percentage/Submitted Percentage x Percentage Criteria
Weighting

Therefore – Company A = 10%/10% x 10% = 10%

Company B = 5%/10% x 10% = 5%

Company C = 3%/10% x 10% = 3%

7. EVALUATION METHODOLOGY & SCORING STRUCTURE

The scoring methodology below will be used for questions within the Qualitative Award Evaluation questions at **Schedule 5** - 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

8. CLARIFICATIONS

8.1. Pre-Submission Clarification:

- 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”.
- Queries should be received no later than **1st June 2017.**
- The Council shall endeavour to respond to queries within two working days. If the Council 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.
- The Council reserves the right to retain all and any of the information supplied to it by the Tenderer(s).
- **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 stage as the terms and conditions will NOT be open to negotiation post award.**

8.2. Post-Submission clarifications:

- The Council 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 immediately available during the evaluation period of this submission.
- Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-deadline submission clarification period. 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.
- The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

8.3. Clarification meetings, site visits and interviews

- The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

9. POST-CONTRACT MONITORING

- 9.1.** The successful Tenderer will be expected to collaborate with the Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council's obligations under Part I of The Local Government Act 2000.

<http://www.legislation.gov.uk/ukpga/2000/22/contents>

Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

10. NATIONAL FRAUD INITIATIVE

- 10.1.** The Supplier should be aware that the Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of the 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.

11. WHISTLEBLOWING POLICY

- 11.1.** The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council 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.
- 11.2.** Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the Contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.

11.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email whistleblowing@cheshireeast.gov.uk.

12. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

12.1. The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR")
<http://www.legislation.gov.uk/ukxi/2004/3391/part/1/made>

12.2. As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

12.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

12.4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

12.5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in

circumstances where it is in the public interest to disclose any such information.