**GOSPORT BOROUGH COUNCIL**

**INVITATION TO TENDER (ITT)**

 **PUBLISH DATE: 11th AUGUST 2021**

**CLEANSING OF COMMUNAL GENERAL WASTE AND RECYCLING BINS**

**RESPONSE DEADLINE: 12 NOON 23rd SEPTEMBER 2021**

**PART A - TENDER OPPORTUNITY**

1. **INTRODUCTION AND BACKGROUND**
	1. **Contents of this ITT**

 This Invitation to Tender (ITT) comprises:

* This main ITT document together with:
	+ Tender Response Document
	+ Schedule 1 – Commercially Sensitive Information
	+ Schedule 2 – Form of Tender
	+ Schedule 3 – Pricing Template
* Appendix 1 – Bin sites and quantities
* Appendix 2 – Bin Location Maps
* Appendix 3 - Reference Questionnaire
	1. **Introduction**

Gosport Borough Council has a housing stock of around 3000 properties including blocks of flats, sheltered schemes and hostels. The requirement of this ITT is for the cleaning of domestic and recycling waste bins intended for communal use (See appendix 1 for sites and quantities).

The Council is conducting this ITT to consider Tender submissions for cleansing bins at sites in Gosport as set out in Appendix 1 to this ITT, and is seeking responses in relation to the cost of service provision, technical capability, capacity and professional ability of Suppliers/Bidders (hereafter referred to as Bidder/s).

This ITT contains further information about the procurement process, the services, and the assessment questions for Bidders to complete. Each Bidders submission should be detailed enough to allow the Council to make an informed selection of the most appropriate tender.

**2. SCOPE AND SPECIFICATION**

Gosport Borough Council is committed to provide a safe and clean environment for residents. This includes ensuring that communal bins in Housing areas are regularly cleansed.

The Housing Service requires that all bins (both domestic waste and recycling) are cleaned quarterly. Bin quantities and locations are outlined in Appendix 1 and 2.

At some sites there is a requirement to wheel bins to the cleansing vehicle and return them. This might be through communal areas in blocks of flats internally and externally (See Appendix 1 for sites and quantities).

Bin cleaning to be undertaken on a quarterly basis in line with the weekly alternating domestic waste and re-cycling waste refuse collection schedule, included in Appendix 1.

The current and preferred schedule is: February, May, August and November. In order to clean both domestic waste bins and the recycling bins, each location will require 2 visits per quarter to access when the bins are empty (domestic and recycling waste bins are emptied on an alternate 2 weekly cycle). Specific dates will be provided once the contract is awarded. Bins differ in size and the price submitted must include the cleaning of all bins, irrespective of size as detailed in Appendix 1.

There are currently 755 bins to be cleaned. The amount of bins and locations may fluctuate up or down over the length of the contract, depending on waste demand. The Respondent must be able to commit to the possibility of fluctuating demand, which will not increase by more than 40.

**2.1 Methodology**

**The following work is required:**

2.1.1 - Pressure washing of all refuse bins up to 1100 litres using appropriate specialist equipment. Please ensure your Tender submission includes details of equipment that will be used.

2.1.2 - Deployment of specialist vehicle/s with own separate water and water recycling system, pressure washing system, and appropriate lifting equipment for bins up to 1100 litres (plastic and metal)

2.1.3 - All Stubborn detritus and residue to be removed

2.1.4 - Drainage of all excess water in accordance with Environment Agency Guidelines

2.1.5 - All Bins to be dried and treated with bio degradable disinfectant and bio degradable deodoriser

2.1.6 - All Bin shed areas swept and sanitised (See appendix 1 for number of bin sheds)

2.1.7 - Where identified, bulk waste (fly tipping) must be communicated to Neighbourhood Services in order for removal to be arranged (Contacts details will be provided after the contract is awarded)

2.1.8 - All Details of bins and bin areas cleaned to be recorded quarterly and reported to Gosport Borough Council Neighbourhood Services Manager along with the quarterly invoice

2.1.9 - Neighbourhood Services Manager to be notified of date for start of quarterly cleanse to enable spot checks as part of quality and performance monitoring

1. **HEALTH AND SAFETY REQUIREMENTS**

The successful bidder will work in accordance with, and be able to demonstrate:

* A Certificate of Registration Under the Waste (England and Wales) Regulations 2011
* A certificate to show Water Industry Act 1991 Consent to the Discharge of Trade Effluent
* Risk assessments for all activities undertaken as standard and also with reference to COVID 19 or any other public health risks should they arise. These must be kept up to date
* A copy of your Environmental Policy or Statement

The successful bidder will work in accordance with:

* The Management of Health and Safety at Work Regulations 1999
* The Work Place (Health, Safety and Welfare) Regulations 1992
* The Personal Protective Equipment at Work Regulations 1992
* The Manual Handling Operations Regulations 1992
* The Provision and Use of Work Equipment Regulations 1998

**3.1 Personal Protective Equipment Requirements**

All staff/operatives working on this contract must be provided with and use / wear appropriate Personal Protective Equipment (PPE). All PPE shall be to relevant British Standard or equivalent. All staff/operatives shall wear safety footwear and Hi-Visibility waistcoat or jacket of the appropriate class at all times for the duration of working on site. All staff/operatives should be trained in the use of the PPE.

**4. INSURANCE REQUIREMENTS**

The successful Bidder will maintain the following Insurance cover for the duration of the Contract term and subsequent advisory period and provide evidence of cover to the Council prior to commencement of the contract term and at any time when requested by the Council:

|  |  |
| --- | --- |
| **Insurance:** | **Minimum value required** |
| Public Liability  | £10 million  |
| Employers Liability  | £5 million |
| Products Liability | £1 million |

Following selection of the successful bidder, the Council proposes to enter into a Contract with the Bidder for a period of 3 years with the option to extend for an additional year.

The anticipated commencement date is 1st November 2021

**5. TIMETABLE**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all bidders are treated equally.

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| **The key dates for this procurement (Timetable) is as follows:** |
| **Event** | **Date** |
| Publish Invitation to Tender on Proactis | 11th August 2021 |
| Deadline for receipt of clarifications | 10th September 2021 |
| Deadline for receipt of Tender | 23rd September 2021 |
| Evaluation of tender | 7th October 2021 |
| Notification of intention to award  | 8th October 2021 |
| Contract Standstill period | 9th October 2021 to 18th October 2021 |
| Contract award confirmed | 19th October 2021 |
| Service commencement date | 1st November 2021 |

Any changes to the procurement Timetable shall be communicated to all bidders via the Proactis portal as soon as practicable.

**6. TENDER COMPLETION – INSTRUCTION TO BIDDERS**

All submissions must be uploaded via the South East Business Portal also known as proactis.

Link to the portal: <https://sebp.due-north.com/>

Your response must include:

* Completed ITT response document
* Completed Schedule 1 – Commercially Sensitive Information
* Completed Schedule 2 – Form of Tender
* Completed Schedule 3 – Price template

Submissions to this ITT must be submitted in the manner prescribed in this document, no later than the deadline set out in the timetable above.

Any tender received after the deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the deadline and in such circumstances the Council will notify all Bidders of any change.

Any questions relating to this ITT must be raised **only** as a clarification via the messaging function on the South East Business Portal/Proactis (link above).

The Council will not enter into exclusive discussions regarding the requirements of this ITT with potential providers.

To ensure a transparent and consistent approach all clarifications statements will be made available to all providers apart from where commercial sensitivity exists.

Clarifications in relation to this ITT must be raised within the timescales provided.

Bidders are required to respond to requests for clarification as requested and no later than within 3 working days. If in the opinion of the Council the Bidder fails to provide an adequate response to one or more points of clarification, the Tenderer may be excluded from progressing further in the process.

The Council reserve the right to decline to make an award for the service requirements, or to abandon or cancel the Tender process. The Council will not be responsible for any costs or expenses incurred as a result of following this course of action.

Any costs incurred by the Bidder in responding to this Tender or in support of activities associated with the response to this opportunity are to be borne by the Bidder and are not reimbursable by the Council.

**7. EVALUATION AND SCORING**

Responses will be evaluated following a two-stage process:

* Stage 1: The Mandatory Requirements for this procurement that potential suppliers must pass to qualify for consideration in this procurement process. This section is scored as Pass/Fail with only successful providers proceeding through to the next stage of the evaluation process. Any unsuccessful Bidders that fail this stage or fail to answer any mandatory question will be disqualified from the process and their submission will not be evaluated further.
* Stage 2: The Award Criteria for this procurement is explained in the table below.
	+ Quality - Providers should provide 2 references from previous Contracts which illustrate successful contracts in this area of work. See Appendix 3, Reference Questionnaire. The questionnaire must be used to supply your references and must be emailed directly by your referee to the Council’s procurement section:

purchasingandprocurement@gosport.gov.uk

* + Price – Bidders must submit their price using the pricing template (schedule 3) and instructions below.

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| **CRITERIA FOR EVALUATION.** |
| **Quality: References*** Service delivered to agreed cost
* Performance to agreed timescales/targets
* Quality of work
* Management of staff/sub-contractors
* Interaction with Customers/residents/stakeholders
* Level of added value
* Management of Contract
 | 20% |
| **Price:*** Bidders must complete and return the Pricing template giving total annual cost for each year of the 4 year contract; this must be your full and final Price and include any cost of living or other increases in each year.
 | 80% |

7.1 Scoring methodology

7.1.1 Quality evaluation

The methodology given in the table below will be used for the evaluation of award criteria; scores for quality will be out of 5 as detailed below.

|  |
| --- |
| **EVALUATION METHODOLOGY** |
| **MARKS** | **REFERENCE RESPONSES** |
| **Score** | **Explanation** |
| 5 | Excellent response with requirements being met and exceeded in some areas. Showing a comprehensive understanding and the ability to deliver to a high standard. Evidence relating to the proposed requirements shows high quality. |
| 4 | Good response with requirements being fully met. Understanding all requirements and the ability to deliver to a high standard. Evidence in relation to the proposed services shows good quality. |
| 3 | Acceptable response and minimum requirements met but remain basic and could have been expanded on. Response is sufficient but does not demonstrate high quality service provision. |
| 2 | Poor responses only partially satisfying the requirement, where some requirements are being met but there are some large exceptions. Concerns that the requirements proposed would not be suitable for use. |
| 1 | Very Poor response and not acceptable - fails to meet minimum requirement/standard. Only partially answers requirements, with major deficiencies and little relevant detail provided. |
| 0 | Question is not answered, or the response is completely unacceptable i.e. does not meet the minimum requirements. |

7.1.2 Price evaluation

Bidders are required to complete the Pricing template (schedule 3).

Submitted prices must remain open for a period of 90 days from the closing date.

Bidders are required to provide a total price for all the services detailed in the Bidders submission to the Councils specification and Bidders must ensure that all other and /or any additional costs are included each year of the 4 year contract (including the additional, optional year).

Any costs not detailed by the Bidder at time of tender submission will not be deemed to be waived.

The price will be evaluated in accordance to the scoring methodology referred to in the table below. A formula will then be applied to the total cost and the most competitively priced compliant proposal will be awarded maximum points. All other proposals will be scored in proportion to the most competitively priced complaint proposal.

Example:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Provider A** | **Provider B** |
| Price | £15,000 | £17,000 |
| Score | 80% | (15,000/17,000)\*80% |

8. CONTRACT AWARD

The Council will award the Contract on the basis of a Tender submitted and will be based upon all of the tender documents issued by the Council including the Council’s standard terms and conditions.

Contract award under this procurement will be awarded based on the offer that is the most economically advantageous to the Council (Gosport Borough)

The Potential Bidder that achieves the highest total score will be awarded the Contract.

In striving for a high standard of quality / service any tender which achieves an unsatisfactory score (0) in any of the quality submissions will be rejected.

All bidders will be notified of the outcome of their tender via Proactis.

**9. FORMALITIES**

All documents comprising the Tender must be submitted through the Proactis portal and will remain unopened until the deadline has passed.

The following requirements must be adhered to when submitting a Tender:

* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Respondents must upload separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* A table of contents must be provided.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.
* Bidders should submit only such information as is necessary to respond effectively to this ITT.
* Where the Bidder is a company, the Tender must be signed by a duly authorised representative of that company.

**9.1 Submission of Tenders**

Each Respondent must submit a Tender that meets the Council’s minimum requirements, operating as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself.

That is, the Tender must be capable of being accepted by the Council in its own right.

**9.2 Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, the Council, its advisors and any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidders. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

**9.3 Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Bidder has received this ITT) is kept confidential by the Bidder and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Bidder to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Bidders should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all Bidders’ submissions as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.

Therefore, Bidders are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Bidders competitive edge, has been clearly identified to the Council in the template provided (Schedule 1).

**9.3 Publicity**

No publicity regarding the services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

**9.4 Bidders conduct and conflicts of interest**

Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Respondent being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

• Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or provider of finance.

• Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

• Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

• Canvass the Council or any employees or agents of the Council in relation to this procurement.

• Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Respondent or Tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the Respondent and its advisers, and the Council and its advisors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

**9.5 Council’s rights**

The Council reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of a Bidder’s submission.
* Disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the Invitation to Tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

**9.6 Bid Costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.