



## **Invitation to Tender (ITT)**

### **The appointment of Contractor/Supplier to Macclesfield Town Council**

**For:** The provision of new public convenience facilities in Macclesfield Town Centre

**Date:**

#### **1 Overview of Macclesfield Town Council (the “Customer Organisation”)**

1.1 The principal function of the Town Council is to represent local interests and to promote and watch over particular interests of Macclesfield. Specific responsibilities of the Town Council are :

- Allotments
- Burial Grounds, Cemeteries, Churchyards and Crematoria
- Bus Shelters
- Bye-laws – the power to make bye-laws concerning:baths and washhouses (swimming pools), cycle parks, mortuaries and pleasure grounds
- Clocks – public clocks can be provided and must be maintained
- Community Centres, Conference Centres, Halls, Public Buildings
- Drainage – of ditches and ponds
- Entertainment and the Arts
- Footpaths
- General Spending – parish councils can spend a limited amount of money on anything they deem of benefit to the community that is not covered by the other specific responsibilities described in this list
- Gifts – parish councils may accept gifts
- Highways – lighting, parking places, right to enter into discussions about



new roads and road widening, consent of parish council required for diversion or discontinuation of highway, traffic signs and other notices, tree planting and verge maintenance

- Land – acquisition and sale of
- Legal proceedings – power to prosecute and defend any legal proceedings in the interests of the community, power to take part in any public enquiry
- Litter - provision of litter-bins and support for any anti-litter campaigns
- Planning – parish councils must be notified of, and display for residents, any planning applications for the area. Any comments submitted to the planning authority by the parish council must be taken into account
- Postal and Telecommunication Facilities – power to pay a public telecommunications operator any loss sustained in providing services in that area
- Public conveniences – provision and maintenance of public toilets
- Recreation – provision of recreation grounds, public walkways, pleasure grounds, open spaces, village greens, gymnasiums, playing fields, holiday camps and boating ponds
- Rights of Way – footpath and bridleway maintenance
- Seats (public)
- Signs – danger signs, place names and bus stops signs
- Tourism – financial contributions to any local tourist organisations allowed
- Traffic Calming
- War Memorials
- Water Supply – power to utilise stream, well or spring water and to provide facilities for general use



## **2 Introduction and Background to the Project / Programme**

2.1 Macclesfield Town Council (MTC) intends to implement the wish of the town community to provide additional public convenience facilities in the commercial town centre of Macclesfield

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Customer Organisation and the procurement process for submitting a tender proposal.

2.3 MTC is looking for an arms length commercial organisation to supply, install and maintain stand alone facilities in the town centre

## **3. Tender Conditions and Contractual Requirements**

This section of the ITT sets out the Customer Organisation's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

### **3.1 Contracting requirements**

3.1.1 The contracting authority is the Customer Organisation, which includes any subsidiary companies and other organisations that control or are controlled by the Customer Organisation from time to time.

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the Customer Organisation's offices in Macclesfield Town Council, Macclesfield Town Hall, Macclesfield SK10 1EA. The siting of the new facilities to be agreed and subject to permissions as Exchange Street, Macclesfield. (Images and site plant at Annex 5)

3.1.3 The Customer Organisation's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and



Conditions of contract) (“**Contract**”). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be for a duration of the project dependent upon access, permissions, engagement and satisfactory performance against quality objectives, with an option for an extension for the delivery of maintenance services.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Customer Organisation may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 The Customer Organisation is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.

## **3.2 General Policy Requirements**

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied.



### **3.3 General tender conditions (“Tender Conditions”)**

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer Organisation.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.



3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Customer Organisation may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Customer Organisation, be extended. Your tender response must comply with any amendment made by the Customer Organisation in accordance with this paragraph 3.3.5 or it may be rejected.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Customer Organisation completed in all areas. Any documents requested by the Customer Organisation must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Customer Organisation. Any modification should be clear and submitted as a complete new tender response in accordance with these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the Customer Organisation may be rejected which:



- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Customer Organisation in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;



- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the Customer Organisation shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.



3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Customer Organisation in relation to fraud or in other circumstances where the Customer Organisation's liability may not be limited under any applicable law.

#### **4. Confidentiality and Information Governance**

4.1 All information supplied to you by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.



4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of the Customer Organisation and must be returned on demand.

4.4 The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Customer Organisation (together the "**Disclosure Obligations**").

4.6 You should be aware of the Customer Organisation's obligations and responsibilities under the Disclosure Obligations to disclose information held by the Customer Organisation. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Customer Organisation



under the Disclosure Obligations, unless the Customer Organisation decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the Customer Organisation should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under the Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.



4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Customer Organisation 's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Customer Organisation's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **5. Tender Validity**

5.1 Your tender response must remain open for acceptance by the Customer Organisation for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation.;

## **6. Payment and Invoicing**

6.1 The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Customer Organisation include:

- A description of the good/services supplied is included.
- The Customer Organisation's reference number/Purchase Order number is included.
- It must addressed to at Macclesfield Town Council ,Macclesfield Town Hall, Macclesfield SK10 1EA



## 7. Specification

- Provision of new accessible public convenience in Macclesfield Town Centre
- Provision of elevation plans and floor plans to facilitate statutory permissions (eg planning permission)
- Detailed specification for connection to utilities
- Detailed specification of utility consumption
- Liason with utility providers
- All works association with installation of services and facilities
- Provision and details of ongoing maintenance service
- Detailed product and installation guarantees and warranties
- Provision of high quality printed media of proposed options for the purposes of community consultation
- Finishes and making good of public realm
- Delivery to Macclesfield sites of all contract associated products and services
- Proof of suitable and adequate supplier insurances
- Proof of suitable and adequate installer insurances
- Proof of suitable and adequate insurances for all proposed sub-contractors, associated working partners and engaged professionals
- Risk Assessments and Method Statements for all deliveries, installations, commissioning and project associated works
- Environmental sustainability statement for all services and supplies
- Tender must include comprehensive breakdown off all project costs from appointment to completion of the projects.
- Evidence of product and service suitability for public realm, access of the street
- Proposals for maintenance and management strategy
- Unit functions such as “self cleaning”, security, timings and cycles.



- Evidence and calculations associated with financial sustainability options
- Details of hygiene standards and features

## **8. Mandatory Requirements / Constraints**

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Customer Organisation' s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full.

## **9. Key background documents and further information**

9.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this ITT and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the ITT will not apply.

9.2 The following additional documentation / information is provided as part of this ITT:

Annex 5: Site locations

## **10. Timescales**

10.1 Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

<b>Activity</b>	<b>Date / time</b>
Issue of Contract Notice / availability of ITT documents	17/01/2018 10AM



Deadline for clarification questions ( <b>Clarification Deadline</b> )	09/02/2018 10AM
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	23/02/2018 12PM

## 11 Instructions for Responding

11.1 The documents that must be submitted to form your tender response are contained within this document's annexes and must be supplemented by all necessary supporting documentations associated with competitive tender submissions. All documents required as part of your tender response should be submitted to [clerk@macclesfield-tc.gov.uk](mailto:clerk@macclesfield-tc.gov.uk) by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Customer Organisation.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation).



- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Customer Organisation requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **12 Clarification Requests**

12.1 All clarification requests should be submitted to [clerk@macclesfield-tc.gov.uk](mailto:clerk@macclesfield-tc.gov.uk) by the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.



12.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 The Customer Organisation reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Customer Organisation considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Customer Organisation responding to all potential suppliers.

12.4 The Customer Organisation may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Customer Organisation by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

### **13 Evaluation Criteria**

13.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.





**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Customer Organisation's requirements evaluated in accordance with the evaluation methodology set out below.

13.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and will be assessed entirely on your response submitted:

Criteria
Quality
Methodology and Approach
Commercial
Community response at consultation

13.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the Customer Organisation for all criteria other than Commercial using the following scoring model:

Points	Interpretation
10	<b>Excellent</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.



7	<b>Good</b> - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested.
5	<b>Adequate</b> - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.
3	<b>Poor</b> – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	<b>Unacceptable</b> - The response is non-compliant with the requirements of the ITT and/or no response has been provided.

13.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of this tender request) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Customer Organisation as part of the pricing approach. In the event that any prices are



expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Customer Organisation as part of the pricing approach, the Customer Organisation may reject the full tender response at this point. The Customer Organisation may also reject any tender response where the Overall Price for the goods and/or services is considered by the Customer Organisation to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest "Overall Price". Other tender responses will be awarded a mark by application of the following formula:  $(\text{Lowest Overall Price} / \text{Overall Price being evaluated}) \times 10$  (rounded to two decimal places) = commercial score.

13.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying weighting factors. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

13.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology



## **Annexes**

### **List of Annexes forming part of this ITT but issued as separate documents**

**[Annex 1 - Terms and Conditions of Contract**

**[Annex 2 – Form of Tender**

**[Annex 3 – Anti Collusion Certificate**

**[Annex 4 – Anti Canvassing Certificate**

**[Annex 5 – Site Plan**



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