



WARWICK DISTRICT COUNCIL

INVITATION TO TENDER (ITT)

FOR THE PROVISION OF: INTERNAL AND EXTERNAL WINDOW CLEANING AT COMMUNAL AREAS

REF: HOUSING & PROPERTY SERVICES.

CONTRACT PERIOD: 1ST April 2010 to 31st March 2011.

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To be returned to:
Miss Pat Taylor – Senior Estates Supervisor.
Housing & Property Services.
Warwick District Council
Riverside House.
Milverton Hill.
Leamington Spa. CV32 5HZ.

Telephone: 01926 456444 / 07979 486617.

Fax: 01926 456049.

pat.taylor@warwickdc.gov.uk

By: Monday 11th January 2010 at 12 Noon.

SECTION 1 - PREAMBLE

1. INTRODUCTION

1.1. Warwick District Council is one of five district councils within the county of Warwickshire. The district covers four towns; Leamington Spa, Warwick, Kenilworth and Whitnash, and numerous villages. The population served is in excess of 140,000.

The Council has c.575 employees offering a wide variety of services to local community and businesses, these include

- housing
- sports and leisure
- culture
- planning and developmental control
- environmental health
- benefits payments
- council tax and NNDR collection
- environmental and community regeneration and development

We are a non-profit organisation, primarily funded through taxation which is supplemented by income from some of our services. As such, our expenditure has to be closely monitored and controlled to ensure that best value is achieved in all our activities.

1.2. The Council is seeking experienced and established suppliers. The successful supplier will be responsible for providing external and internal window cleaning within communal area at blocks of flats.

2. PRICING

2.1. The rates shall allow for all general risks liabilities and obligations as set out in the Conditions of Contract.

3. VALUE OF GOODS /SERVICES

3.1. In the previous 12 months the value of such goods has been [£12,000.00].

It should be noted that this information is supplied by way of historic background and the Council gives no guarantee and accepts no liability as to the future volume or value of potential business which may be placed with a supplier.

4. FREEDOM OF INFORMATION

- 4.1. Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.
- 4.2. Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Tenderers should state why they consider the information to be confidential or commercially sensitive.
- 4.3. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

SECTION 2 – CONDITIONS OF TENDER

1. GENERAL REQUIREMENTS

- 1.1. Tenders are invited for the supply of external & internal window cleaning within communal areas at blocks of flats. The Councils' detailed requirements are defined in the Specification annexed.
- 1.2. Tenders must be submitted in accordance with the following instructions. Any not complying may be rejected.
- 1.3. If the information requested is not available or applicable to organisation please indicate on the questionnaire. If a question is left blank the Council will not be able to assess your response.

2. FORM OF TENDER AND ACCOMPANYING PAPERS

- 2.1. The form of Intent to Tender must be returned to the above named contact at the earliest opportunity
- 2.2. Tenders must be submitted on the Form of Tender, which must be duly completed and accompanied by:
 - The Conditions of Contract,
 - Pricing Schedule,
 - Collusive Tendering Certificateduly completed in all respects.
- 2.3. The Tenderers written response to any Supporting Information required by the Council will be taken into account in the evaluation of competing tenders and which, if approved, will be binding but will not detract from the Specification nor Conditions of Contract.
- 2.4. If you wish to receive an electronic copy of this document, please email a request reference number WC2010 to pat.taylor@warwickdc.gov.uk, and a Microsoft Word or Excel file attachment will be sent by email reply.
- 2.5. In addition to one paper copy of the tender documentation you should include an electronic version, based in Microsoft Word or Excel, within your tender return envelope.

3. SIGNATURE OF FORM OF TENDER

- 3.1. The Form of Tender must be signed:

- Where the Tenderer is an individual, by that individual;
- Where the Tenderer is a partnership, by two duly authorised partners;
- Where the Tenderer is a limited company, by a director duly authorised for such purposes.

4. REJECTION OF FORM OF TENDER

Any Form of Tender submitted by a Tenderer in respect of which the Tenderer:

- 4.1. Fixes and adjusts prices and rates shown in its Form of Tender by or in accordance with any agreement or arrangements with any other person or by reference to any other Form of Tender or communicates to any person other than the Officer mentioned in this tender the amount or approximate amount of the prices and rates shown in its Form of Tender except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or
- 4.2. Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Form of Tender; or
- 4.3. Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender any act or omission; or
- 4.4. In connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
- 4.5. Has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer;

Shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

5. NON-CONSIDERATION OF FORM OF TENDER

The Council may in its absolute discretion refrain from considering any Form of Tender if:

- 5.1. It is not in accordance with the Form and Conditions of Tender;
 - 5.2. The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Form of Tender, the Conditions and the Specification;
- or
- 5.3. The Tenderer does not provide all the information required by the Council.

6. INFORMATION, COSTS AND EXPENSES

- 6.1. The Tenderer is responsible for obtaining all information necessary for the preparation of its Form of Tender and all costs expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Form of Tender shall be borne by the Tenderer.

7. SUBMISSION OF FORM OF TENDER

- 7.1. The Form of Tender must be duly completed and submitted with the Pricing Schedule, Supporting Information, (if required) and annexes duly completed to:

Miss Pat Taylor – Senior Estates Supervisor.
Housing & Property Services.
Warwick District Council
Riverside House.
Milverton Hill.
Leamington Spa. CV32 5HZ.

By: Monday 11th January 2010 at 12 Noon.

The envelope or package should bear the following words in the top left hand corner:

Tender for Window Cleaning of Communal Areas 2010/11

Tendering documentation may vary in detail, but we will:

- Avoid over specifying a requirement

- Invite a sufficient number of tenderers to ensure fair competition, but remove barriers to participation by small suppliers without discriminating against larger suppliers
- Provide clear documentation
- Give all tenderers equal opportunity
- Provide feedback to unsuccessful bidders

You may seek clarification on any of the points contained in the tender documents, by contacting the named person, at any time prior to the closing date of the tenders.

When returning the tender please ensure that:

- The envelope **does not** bear any name or mark indicating the identity of the sender (this includes for example, franked mail, Post Office labels detailing the sender, courier service labels or a signature across the seal of the envelope)
- The envelope is not accompanied by other documentation which identifies the tenderer
- All documentation is properly completed and enclosed with you tender the time by which the tender must be returned is noted
- If returning tenders personally please allow time to cope with traffic, accidents, parking problems, lift unavailability, busy reception areas or any other delays.
- If returning tenders by post, that the chosen method will guarantee delivery before the specified deadline

Tenders returned other than in the normal course of post will only be accepted during normal office hours i.e. Monday – Thursday 8.45a.m. – 5.15p.m. and Friday 8.45a.m. – 4.45p.m. (excluding bank holidays)

N.B. We do not open any tenders until after the deadline has expired, therefore there is no penalty for returning a tender early!

- 7.2. In addition to one paper copy of the tender documentation you should include an electronic version, based in Microsoft Word or Excel on cd-rom, within your tender return envelope.
- 7.3. All Tenderers shall keep their respective Forms of Tender valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

8. RESEARCH AND INVESTIGATION

The Tenderer will be deemed for all purposes connected with the Form of Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Form of Tender.

The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Tenderer in respect of the scope of the Contract being different from that envisaged by the Tenderer or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

9. FURTHER INFORMATION AND QUERIES

9.1. At any time prior to six days before the date for receipt of Tenders the Tenderer may by written communication to the Council request any information or raise any query in connection with the Form of Tender, the Conditions, Specification or the Pricing Schedule and any such correspondence should be addressed to:

Miss Pat Taylor
Housing & Property Services
Warwick District Council.
Riverside House
Milverton Hill
Leamington Spa.
CV32 5HZ.

Tel 01926 456644
Fax 01926 456049
pat.taylor@warwickdc.gov.uk

9.2. In the event that the Tenderer has difficulty in complying with any specific provision thereof or wishes to propose any amendment thereto it should provide all information and evidence in writing concerning such difficulty or amendment as the Council may require. The Council may at its discretion consider the difficulty or amendment and may issue general guidance or waive or amend the relevant provision but in any case without prejudice to all or any other provisions of the Form of Tender, the Conditions or the Specification or any rights or powers of the Council hereunder. No such waiver or amendment shall be binding unless made in writing and signed by the Head of Legal Services on behalf of the District Council.

10. ACCEPTANCE, EVALUATION OF TENDERS & VARIANT BIDS

10.1. Checking and Acceptance of Tenders

An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.

Tenderers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

If a Tenderer fails to provide fully for the requirements of the Specification in the Tender it must either:

- (i) absorb the costs of meeting the full requirements of the Specification within its tendered price; or
- (ii) withdraw its Tender.

10.1.1. Where it is in the best interest of Warwick District Council, variant bids may be accepted.

10.1.2. Evaluation of Tenders:

The Council will accept the Tender which it considers to be the most economically advantageous. Details of the weightings are available in Section 6.

It will take into account tendered prices and rates, quality and fitness for purpose and any other factors relevant to the Service supply and any other requirements of the Specification. Any benefits that will contribute to the local community resulting from the provision of this contract.

The Council reserves the right not to award the Contract to the lowest or any Tenderer, reserving also the right to accept the same in whole or in part.

10.2. Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer following a standstill period (from the date of the notification of proposal to award is sent to all tenderers) of not less than 10 days. Upon acceptance the Contract shall thereby be constituted and become binding on both parties notwithstanding which the Tenderer shall, upon request of the Council, forthwith execute a formal contract in the form of the Articles of Agreement.

11. CONFIDENTIALITY

11.1. The Form of Tender, the Conditions of Contract and the Specification and all other documentation or information issued by the Council relating to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

11.2. The documents which constitute the Contract and all copies thereof are and shall remain the property of the Council (whether or not the Council shall have

charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

12. TENDERER'S WARRANTIES

In submitting a Tender the Tenderer warrants and represents that:

It has not done any of the acts or matters referred to in Condition 4 above and has complied in all respects with these Conditions of Tender;

- 12.1. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of the Form of Tender are true, complete and accurate in all respects;
- 12.2. It had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- 12.3. It has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;
- 12.4. It is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future;

13. WORDS AND EXPRESSIONS

Words defined in the Conditions of Contract shall have the same meaning in the Form of Tender, the Conditions of Tender and the Specification.

14. TERMS AND CONDITIONS

This tender will be bound by the Councils' own standard terms and conditions of purchase.

SECTION 3 – COMPANY INFORMATION

A. COMPANY PROFILE

A.1	Organisation / Company name	
A.2	Main Address for Correspondence	
A.3	Registered Office a) Address b) Postcode c) Telephone number d) Fax number	
A.4	Point of Contact a) Name b) Designation c) Telephone number d) Fax number e) Out of hours telephone number	
A.5	Are you a Sole Trader, Partnership, Private Limited Company, Public Limited Company, Local Authority Organisation? (state which)	
A.6	a) Names of Directors/Partners /Proprietors /Associates (please identify which) b) Name of Organisation/Company secretary	
A.7	Has or is any Director, Partner, Proprietor or Associate (been) employed by this Council?	YES / NO. If YES please give details as Appendix.
A.8	Please state if any Director, Partner, Proprietor or Associate has a relative(s) who is/are employed by the Council at a senior level or is a Councillor.	YES / NO. If YES please give details as Appendix.

A.9	Please state names of Directors, Partners, Proprietor or Associates of your Company/Firm who have any involvement in any other Companies/Firms who provide Services to the Council	
Where the Candidate is a Limited Company, please complete questions A.10 – A13.		
A.10	Registration date and number under Companies Act 1985.	
A.11	Is the Company a Member or Associate of a Company or group of Companies?	YES/NO If YES , please give the names and addresses of Parent Company and all other subsidiaries as an Appendix.
A.12	Would the Parent Company guarantee in writing the contract performance of its Subsidiary?	YES/NO
A.13	Please list any Trade, or Professional Associations that the Company belong to, with names and registration numbers	

B. GROUNDS FOR EXCLUSION

Provide confirmation that there are no grounds applicable to the Relevant Organisation pursuant to which a Bidder may be rejected under the Public Contracts Regulations 2006, Regulation 23, namely:

That the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the following offences:

1. conspiracy within the meaning of section 1 of the Criminal Law Act 1977[26] where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA[27]
2. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889[28] or section 1 of the Prevention of Corruption Act 1906[29]
3. the offence of bribery
4. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—
 1. the offence of cheating the Revenue;
 2. the offence of conspiracy to defraud;
 3. fraud or theft within the meaning of the Theft Act 1968[30] and the Theft Act 1978[31];
 4. fraudulent trading within the meaning of section 458 of the Companies Act 1985[32];
 5. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979[33] and the Value Added Tax Act 1994[34];
 6. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993[35]; or
 7. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
5. money laundering within the meaning of the Money Laundering Regulations 2003[36]; or
6. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Grounds for exclusion YES/NO

Warwick District Council may seek evidence at a later date, in confirmation of your answer.

C. ECONOMIC & FINANCIAL STANDING

C.1	Who is the person in your Company/Firm responsible for financial matters?	
C.2	Please enclose a copy of the Certificate of Incorporation of the Company under the Companies Act 1985 (if applicable) and any Certificate of Change of Name.	Enclosed? YES/NO
C.3	Please enclose copies of audited accounts and annual reports for the last three years, to include: (a) Balance Sheet (b) Profit and Loss Account (c) Full Notes to Account (d) Directors Report/Auditors Report NB. For new organisations where there are not accounts for 3 years some form of financial information should be submitted. A current balance sheet is acceptable.	Enclosed? YES/NO
C.4	Please enclose statement of the annual turnover of the relevant services for the current trading period.	Enclosed? YES/NO
C.5	If the accounts you are submitting are for a year ended more than 10 months ago, can you confirm that the Company/Firm described in those accounts is still trading?	YES/NO If YES , please attach details and evidence.
C.6	Are there currently any outstanding claims or litigation against the	YES/NO

	Company/Firm?	
C.7	Please give the name and address of your Bankers from whom references may be taken up.	
C.8	VAT Registration Number.	

D. TECHNICAL CAPACITY

D.1	Firm's Capacity State the number of employees in your Company/Firm Engaged in the type of work for which you are applying. (If you are a national or regional organisation, please also provide in D.2 those figures for the part of the organisation that would deal with this Contract).	Management	
		Professional/Technical	
		Admin/Clerical	
		Supervisors	
		Operatives	
		Others	
D.2	Local Organisation Capacity State the number of employees in your Company/Firm engaged in the type of work for which you are applying.	Management	
		Professional/Technical	
		Admin/Clerical	
		Supervisors	
		Operatives	
		Others	
D.3	How does your Company/Firm assess the suitability and competence of potential workers? (Please tick as appropriate)		
a)	Job description		
b)	Application forms		
c)	References		
d)	Qualifications		
e)	Inspection of previous work		
f)	Trial period before confirmation of Employment		
g)	Personal recommendations		
h)	Other (please specify)		
D.4	Do you undertake to keep proper and up to date records of all persons in your Company/ Firms employment?	YES/NO. If NO , please append reasons.	
D.5	Has your Company/Firm ever suffered any financial deduction for defective performance of any Contract within the last three years?	YES/NO If YES , please append details.	

D.6	Has your Company/Firm ever had a contract terminated or your employment determined under the terms of any contract?	YES/NO If YES , please append details.		
D.7	To the best of your knowledge has your Company/Firm ever not had a Contract renewed for failure to perform to the terms of the contract?	YES/NO If YES , please append details.		
D.8	CURRENT CONTRACTS Please list 3 major Contracts currently and recently held in public and private sectors for <u>services of a similar type</u> provided in the last three years from whom references may be solicited to testify to your technical capacity, standards and quality of service.			
	NAME & ADDRESS OF CLIENT	POINT OF CONTACT (including fax, phone and email details)	VALUE OF CONTRACT	DATE & PERIOD OF CONTRACT
D.9	QUALITY ISSUES			YES/NO
	a) Is your Company/Firm certified or has it applied for certification to ISO9001/2000 or another standard conforming to European EN29000 Series?			
	b) If not, do you operate equivalent systems based on the principles of ISO9001/2000 and its equivalents? Demonstrations may be required.			YES/NO
	c) What training facilities do you have?			

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E. HEALTH & SAFETY

E.1	Do you have a Health and Safety Policy?	YES/NO. If YES , please attach details and evidence.
E.2	Has your company been served with any prohibition and/or notices for improvement in the past 10 years?	YES/NO If YES , please append details.
E.3	Do you keep records including deaths, major injuries, dangerous occurrences, 3 day injuries, near misses as defined in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, RIDDOR?	YES/NO. If YES , please attach details for the past 10 years.

F. BUSINESS CONTINUITY

Warwick District Council has a continual process of self and external assessment to minimise the impact of any disrupting incident on its ability to provide key services to the public. It is important for us to gauge the ability of third party suppliers to minimise the impact on Warwick District Council and the public, in the event of an incident that affects the supply of goods or services.

F.1	Do you have a Business Continuity Plan?	YES/NO If YES , please append details.
F.2	If YES in F.1:	
a)	Who is accountable/responsible for Business Continuity and how much of their time is devoted to this area?	Attach details.
b)	Does it cover Premises e.g. Fire, flood etc.	YES/NO
c)	Does it cover People e.g. Flu Pandemic	YES/NO
d)	Does it cover Processes e.g. IT, Communications etc	YES/NO
e)	Does it cover Providers e.g. Supply chain failure	YES/NO
f)	Does it cover Other (please specify)	Attach details.
g)	How often is the plan tested/rehearsed?	Attach details.
h)	Who is involved in the test?	Attach details.
i)	When the plan was last tested and updated? Please provide a summary of the output.	Attach details & date.
F.3	Do you have a Crisis Management or Business Continuity Team?	YES/NO If YES , please append details.
F.4	What risk and/or business impact analysis does your company undertake?	Attach details.
a)	By whom and how often?	Attach details.
b)	When was this last undertaken?	Attach details.
c)	Who is responsible for tracking identified actions?	Attach details.
F.5	How do address Business Continuity with your suppliers?	Attach details.

G. ENVIRONMENTAL ISSUES

As part of the Councils' efforts towards encouraging sustainable development of the environment, you are asked to provide the following information.		
G.1	Do you have an environmental policy and/or an environmental purchasing policy?	YES/NO. If YES , please attach details and evidence.
G.2	What environmental management systems do you have in place e.g. ISO 14001(or similar accreditation)? Please detail.	
G.3	What actions have been taken over the last three years to improve the Environment? Please describe: a) By your company	Attach details.
	b) By other companies with whom you trade	Attach details.

H. EQUAL OPPORTUNITIES & EMPLOYMENT POLICIES

N.B. All Suppliers are required to return this document completed together with all supporting documentation where applicable

The following questions and descriptions are derived from those specified by the Secretary of State under Section 18(5) of the Local Government Act 1988, modified and extended as permitted by Orders made under Section 19 of the Local Government Act 1999 (and under Section 7 of the Local Government Act in Scotland Act 2003).

Your organisation will be evaluated for equality in employment on the basis of your answers to these questions. Please ensure that you answer every question. You are encouraged to provide full and detailed responses. Failure to provide the information requested may result in your firm being rejected.

To assist the evaluation process you are requested to identify where the appropriate evidence is located for each question, e.g. if found in your Equal Opportunities Policy, please state the page number and paragraph details and index all appendices.

For each of the elements listed below, please tick the yes/no box, IF YES, CLEARLY INDICATE IN THE SHADED AREA WHERE THE SUPPORTING EVIDENCE IS LOCATED WITHIN THE SUBMITTED POLICY(S).

H.1	The Organisation has an equal opportunities policy?	YES/NO. If YES , please attach details and evidence.
H.2	It is the organisations policy as an employer to comply with new legislation and developments including, but not limited to the following (or equivalent legislation):- The Race Relations Act 1976; The Race Relations (Amendment) Act 2000; The Rehabilitation of Offenders Act 1974; The Local Government Act 1988 and 1999; Disability Discrimination Act 1995; Sex Discrimination Act 1976; The Equal Pay Act 1970; Gender Reassignment 1999; Employment Equality (Religion or Belief) Regulations 2003 and the Employment Equality (Sexual Orientation) Regulations 2003. Ensuring not to treat one group less favourably than others because of their gender, colour, race, nationality, ethnic original, religion, sexuality or age in relation to decisions to recruit or promote employees.	YES/NO
H.3	Can you give examples of where you have made reasonable adjustment to comply with the Disability Discrimination Act 1995?	YES/NO. If YES , please attach details and evidence.
H.4	The Organisations' policy on gender, race and disability are set out in:	
a)	in instructions to those concerned with recruitment, training and promotion;	YES/NO
b)	in documents available to employees, recognised trade unions or representative groups of employees; and	YES/NO
c)	in recruitment advertisements and other literature	YES/NO
H.5	In order to comply with legislation, equality monitoring records are	YES/NO. If YES ,

	undertaken of existing workforce by ethnic group, disability, gender and secondly, applicants for jobs, promotion and training. Grievances, disciplinary action, performance appraisals and dismissals are also monitored and can be supplied to the Council.	please attach details and evidence.
H.6	Is your organisation currently working towards any national equality standards e.g. the Council for Racial Equality (CRE) "Racial Equality means Business", Equality Standard for Local Government; West Midlands Forum for Race Equality or any other equivalent standard?	YES/NO. If YES , please attach details and evidence.
H.7	In the last three (3) years has your organisation been the subject of a formal investigation by the CRE, the Equal Opportunities Commission or Disability Rights Commission on the grounds of alleged unlawful discrimination?	YES/NO. If YES , please attach details and evidence.
H.8	In the last three (3) years has your organisation had a finding of unlawful discrimination on the grounds of gender, race or disability made against it by any court or industrial tribunal of competent jurisdiction?	YES/NO. If YES , please attach details and evidence.
H.9	If the answer to H.7 or H.8 is yes, what steps were taken by your organisation in consequence of these findings?	Attach details.
H.10	The organisation's workforce receives training on equalities complying with Equalities legislation relating to race, gender, disability etc as specified in 2 above?	YES/NO
H.11	The organisation has documented procedures in place for dealing fairly and promptly with Complaints about discrimination?	YES/NO. If YES , please attach details and evidence.
H.12	What is your organisation's strategy for implementing the checks required by the contract through the Criminal Records Bureau?	Attach details.
H.13	Do you consider yourself to be an Ethnic Minority Business as defined in the following definition? An ethnic minority business would be defined as "for-profit" enterprises, which are 51% or more owned, operated and controlled by members of the one or more ethnic minority group. "Ethnic minority" includes anyone who defines him or herself as being in any of the census 2001 categories other than White British.	YES/NO

I. INSURANCES

Please confirm that you have, or if you are successful you will purchase cover for:

	EMPLOYERS LIABILITY	PROFESSIONAL INDEMNITY	PUBLIC LIABILITY
Current Cover	YES/NO	YES/NO	YES/NO
If YES , please give details:			
a) Insurer			
b) Policy Number			
c) Extent of cover			
d) Expiry date			

SECTION 4 – SPECIFICATION

Introduction and Context

- To clean monthly all external and internal windows within communal areas at sites specified within the schedule
- Work will involve working from ladders at sites and for this two (2) window cleaners should be on site at all times.
- This service is to tenants and leaseholders.
- Where possible a 'reach and wash system' may be used.

Core

- Windows should be cleaned inside and out in accordance with schedule of works. Frames should be wiped and any cobwebs removed.
- That all window cleaners have a means of contacting their line manager in case of emergency.
- The aim of window cleaning is to enhance the service to our tenants/leaseholders and to improve their living environment
- Site highlighted on the pricing schedule require special leaning due to the type of glass in the doors. No blades are to be used only micron fibre cloths

Timetable

- All windows at designated sites must be cleaned within the calendar month
- All window cleaning is monthly
- No windows should be cleaned before 8.00am or at weekends.
- All work must be completed by the 30th of each month.
- A timetable of works must be submitted to the contract administrator detailing when windows cleaners will be on each site.
- Any variations to the monthly work pattern must be reported to the contract administrator.
- Access to blocks may be an issue, all have trade access from 6.00am to 12 noon, window cleaning should take place between these times. Any

afternoon cleaning may take place at sheltered schemes and supervised sites.

Working methods and codes of practices

- Where ladders are to be used strict health and safety protocol must be used.
- Your own method statements will be required.
- Any problems on site involving overgrown shrubs/trees making access difficult should be reported immediately
- Any work not carried out due to inclement weather conditions should be done at the earliest convenience and not carried over to the following month is possible.

Quality and performance standards

- It is expected that all windows are left smear free and that no cobwebs remain on frames and sills.
- Bi-monthly inspections take place and a bench marking point system is used to assess quality of work.
- Default notices will be served if the standard of cleaning is not satisfactory.
- Sites are continuously inspected and any defects noted prior to cleaning taking place.
- All water and chemicals used must be disposed of in the correct manner to not harm the environment.
- All staff will be required to have CRB checks undertaken.

Interface with other suppliers

- Contract cleaners work at some of the sites and they are asked to report to their line manager when window cleaners are on site.
- Some sites have Estates Supervisors and Wardens, window cleaners will be expected to check in with these bodies before commencing work on site

Confidentiality

- There should be no issues relating to confidentiality.

Reporting

- Each site should have a work docket which is signed either by an Estate Supervisor, Warden, tenant or leaseholder. Docket should state day/time of visit and the signature of the window cleaner.
- All dockets should be sent to the contract administrator at the end of each month.
- There will be on-going monitoring from Housing Officers, estate supervisors, wardens and tenants.
- A Three monthly report with inspection details will be required.
- The contract administrator will undertake bi-monthly inspections of all sites.
- The Managers will hold a three monthly meeting to discuss performance.
- The contract will be reviewed six monthly.

Problem Solving

- Any problems arising on sites should be reported immediately by the window cleaners to their own line manager, who will contact the administrator.
- Any complaints received will go to the contract administrator who will contact the window cleaning manager direct via email/fax/telephone. All complaints are logged and should be dealt with within 48 hours. All complaints will be signed off by the managers.
- If complaints are not dealt with in a satisfactory time or the result does not solve the problem a default notice will be served by the contract administrator.

Training and maintenance

- All staff should have trained in all aspects of health and safety and in particular working from ladders. Training records may be asked for.
- Maintenance of all equipment used on site remains the responsibility
- There is to be no charge to the council for maintenance of equipment or products used on site.

Review of Procedures/Change

- A monthly invoice is to be submitted to the contract administrator.

- Any changes made can only be authorised by the contract administrator or other designated council employee.
- Invoice should be in accordance with the pricing schedule submitted of twelve (12) equal payments.

SECTION 5 – PRICING SCHEDULE

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
Leamington Spa				
1-8 Philip Court Kingsway. CV31 3LN	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
1-35 Maxstoke Gardens. Tachbrook Road CV31 3DS	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
1-9 Wickham Court The Holt. Lillington. CV32 7AW	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
44 Clarendon Square. CV32 5QZ	Monthly	All Communal Windows, doors. (Internal only).	Yes Estate Supervisor	
1-33 Featherston Court Tachbrook Road CV31 3DX	Monthly Scheme	Outside of all residences. Internal & external of all communal rooms, doors and partitions (Internal and External)	Tenant from within block is possible	
79-99 Masters Road. CV31 2EZ	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
1-47 Acorn Court Stockton Grove CV32 7NP	Monthly Scheme	Outside of all residences. Internal & external of all communal rooms, doors and partitions	Yes Scheme Manager	
Fallow Hill Sydenham 2-32, 106-136,	Monthly Supervised	All Communal Windows, doors. (Internal and	Yes Estate Supervisor	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
34-58, 138-160,60-104,162-194. CV31 1PF		External).		
			Total	
			Carried forward	
Chandos Court 1-46 Chandos Street CV32 4YU	Monthly Scheme	Internal & external of all communal doors and partitions	Yes. Scheme Manager	
Tachbrook Street. 9-23 CV32 4YU	Monthly	Entrance doors and partitions both sides.	Tenant from within block is possible	
Charles Gardner Road. 1-83 CV31 3BG	Monthly Part Scheme	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
Malvern Court 1-16 14 Guy's Cliffe Ave. CV32 6NL	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
St. Paul's Square. 1-9, 11-23, 25-35,30-40, 2-10, 14-24. CV32 4TX	Monthly Supervised Window blades not to be used micro fibre cloth only on main doors	All Communal Windows, doors. (Internal and External).	Yes. Estate Supervisor	
New Brook Street 66-76, 78-88, 90-100. CV32 5AT.	Monthly Supervised	All Communal Windows, doors. (Internal and External).	Yes. Estate Supervisor	
Price Road 51-89. Cubbington. CV32 7LG.	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
			Total	
			Carried Forward	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
Winston Crescent 5-81. Cv32 7QA	Monthly Window blades not to be used micro fibre cloth only on main doors	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Crown Way. 6-16, 8-32, 36-54, 70-56, 72-110. Lillington CV32 7SE	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Ashton Court. 2-92 Lillington. CV32 7PX	Monthly Window blades not to be used micro fibre cloth only on main doors	All Communal windows (internal only) Doors and partitions both sides.	Tenant from within block is possible	
Southern Court 2-92 Lillington CV32 7PU	Monthly Window blades not to be used micro fibre cloth only on main doors	All Communal windows (internal only) Doors and partitions both sides.	Tenant from within block is possible	
Eden Court 1-89 Lillington. CV32 7PG	Monthly Window blades not to be used micro fibre cloth only on main doors	All Communal windows (internal only) Doors and partitions both sides.	Tenant from within block is possible	
Kenilworth				
Tannery Court Bertie Road CV8 1QY	Monthly Scheme	Outside of all residences. Internal & external of all communal rooms, doors and partitions	Yes. Scheme Manager	
Webster Avenue. 9-15. 18-23, 24-29, 30-35, 36-41, 58-66. CV8 2EJ	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
			Total	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
Beauchamp Court Beauchamp Rd. 1-69. CV8 1GH	Monthly Scheme	All Communal Windows, doors and partitions. (Internal and External).	Yes. Estate Supervisor	
Manor Terrace Flats. 1-8. CV8 2GG.	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
Albion Street 6-143. CV8 2FW	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
Whites Row. 3-49. CV8 1HW	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
44. Waverley Road 1-6. CV8 2DF	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
			Total	
			Carried Forward	
Warwick				
Millbank 12-26, 28-46, 48-62. CV34 5TH	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Lammas Court. Linen Street 1-11. CV34 4DT	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Crompton Street. 26-36, 46-56 CV34 6HJ	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
Monks Way 1-11, 13-17. CV34 6HH.	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Chapman Court Bridge Street 1-12. CV34 5PH.	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Garden Court Bridge Street 1-6 CV34 4XW	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Sanders Court Bridge Street 1-19 CV34 5PQ	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Saltisford Gardens Community Centre CV34 5RL	Monthly Scheme	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Friar Street 33-39, 41-51, 53-61, 63-73. Cv34 6HD	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Greville Road 132-144 CV34 5PL	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
			Total	
			Carried forward	
Pickard Street Community Centre. CV345PT	Monthly Scheme	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Spinney Hill 72-88. Cv34 5SP	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Stanton Walk 1-60 CV34 5UZ	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
Boswell Grove 2-60. CV34 5UR	Monthly	All Communal Windows, doors and partitions (Internal and External).	Tenant from within block is possible	
Harmar Close 1-12. CV34 5UU	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
Handley Grove 1-36 CV34 5UX	Monthly	All Communal Windows, doors and partitions. (Internal and External).	Tenant from within block is possible	
Humphris Street 14-84. CV34 5RA.	Monthly	All Communal Windows, doors. (Internal and External).	Tenant from within block is possible	
Yeomanry Close. Priory Road. 1-32. CV34 4UT.	Monthly Scheme	Outside of all residences(Sheltered accom' only)Internal & external of all communal rooms, doors and partitions	Yes. Scheme Manager	
James Court Weston Close. 1-26 CV34 4PD	Monthly Scheme	Outside of all residences(Sheltered accom' only)Internal & external of all communal rooms, doors and partitions	Yes. Scheme Manager	
			Total	
			Carried forward	
Barford				
Wasperton Lane Flats. 1-15	Monthly	All Communal windows (internal only) Doors and partitions both sides.	Tenant from within block is possible	
Whitnash				
Glebe Court Heathcote Road. 1-9. CV31 2NL	Monthly	All Communal windows (internal only) Doors and partitions both sides.	Tenant from within block is possible	
Murcott Road	Monthly	All Communal	Tenant from	

Location	Frequency of Clean	Work to be Done	Signature Required	Rate Per Clean (excl vat)
West. 12-34. CV31 2JA		windows (internal only) Doors and partitions both sides.	within block is possible	
			Total	
			Carried forward	
			Total of 7 pages to form of tender per annum.	

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SECTION 6 – TENDER EVALUATION CRITERIA

The Council will evaluate tenders according to the criteria and weightings detailed below.

1. QUALIFICATION – Tenders will be deemed to have qualified provided they are received on time as per instructions and that there are no reasons for exclusion as described in Section 3 B.
2. SELECTION – The selection criteria will be based upon the information submitted in Section 3.
 - Economic and financial standing 40%
 - Credit score 20%
 - Turnover 15%
 - Debt 5%
 - Technical Ability 30%
 - Number employees 5%
 - Number local employees 5%
 - Contract cancellations 5%
 - References 15%
 - Health and Safety 5%
 - Business Continuity 5%
 - Environmental 5%
 - Equal Opportunities 5%
 - Insurance 5%

A minimum score of 60% (which is the minimum level of economic and technical ability to execute the contract) will be required to progress to the award stage.

3. AWARD – The award criteria will be based upon
 - Price 70%
 - Method statements 30%

SECTION 7 – INTENT TO TENDER

PLEASE COMPLETE AND RETURN THIS SHEET ONLY UNDER SEPARATE COVER IMMEDIATELY TO:-

To: Pat Taylor – Senior Estates Supervisor, Housing & Property Services.

Contract for Window Cleaning within communal areas at Blocks of flats.

1. Please confirm whether you intend to submit a Tender for the Contract

YES/NO (*delete as appropriate*)

If the answer to question 1 is no, please provide the reason below

--

2. Please provide details of how your organisation became aware of this Contract

--

3. Please provide details of your organisation

Name of contact for Tender
Name of Organisation
Address

Please complete & return immediately to Pat Taylor by e-mail to pat.taylor@warwickdc.gov.uk or fax back on 01926 456049.

SECTION 8 – COLLUSIVE TENDERING CERTIFICATE

I/We declare that:

1. This is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.
2. I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:
 - a. communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.
 - b. entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.
 - c. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

In this certificate, the word 'person' includes any persons or any body or associated, corporate or unincorporated, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Dated thisday of20.....

Signature

For and on behalf of
(Name of firm or Company)

Status of signatory.....
(eg Partner or Director)

Note: Refusal to give this declaration and undertaking means that your tender will not be considered.

SECTION 9 – FORM OF TENDER

To Warwick District Council

Having examined carefully and understood the, Conditions of Tender, Conditions of Contract, the Specification and all other documentation issued by the Council in connection with the Contract for Window Cleaning within communal areas at Blocks of flats.

We

of.....

hereby offer to supply the Services subject to the terms and conditions set out in such Conditions of Tender, Conditions of Contract Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule.

We understand you are not bound to accept the lowest or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

Signature

Duly authorised agent of the Tenderer

Position held

Name and Address of Tenderer

.....

.....

.....

.....

Dated

It must clearly be shown whether the Tenderer is a Limited Company, Statutory Corporation, Partnership, or Single Individual, trading in their own or another name, and also if the person signing is not the actual Tenderer, the capacity in which they sign or are employed.

SECTION 10 – ARTICLES OF AGREEMENT

This CONTRACT is made the _____ day of _____ 200[]

Between Warwick District Council and ('the Supplier') of the other part

WHEREAS

1. The Council wishes to have provided the Services set out in the Tender and has appointed the Supplier for the supplying the Services; and
2. The Supplier is willing to provide such Services in accordance with the provisions of the Tender and the Councils standard terms and conditions of Services.

NOW IT IS AGREED between the Council and the Supplier as follows:

1. The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Services;
2. The Supplier shall provide the Services in accordance with the provisions of the Tender and the Councils standard terms and conditions of Services; and to the satisfaction of the Council for the Contract Period.

IN WITNESS WHEREOF the parties hereto

SIGNED for and on behalf
of the Council

In the presence of:

Signature, name, address

SIGNED for and on behalf
of the Supplier

In the presence of:

Signature, name, address

SECTION 11 – CONTACT INFORMATION

Please insert details of the main point of contact for this quotation.

a) Name	
b) Designation	
c) Contact Address	
d) Telephone number	
e) Fax number	