



Name of Tenderer : _____

Tender for the supply of

Supply & Delivery of ??????????

IL0000000

Number of Contract Schedules: 4

INVERCLYDE LEISURE

Invitation to Tender

Introduction:

This invitation to tender (ITT) has been prepared pursuant to the notice published on the Public Contracts Scotland (PCS) website (www.publiccontractsscotland.gov.uk)

Inverclyde Leisure is following a one-stage procedure in accordance with the requirements of the Procurement Reform (Scotland) Act 2014 / the Public Contracts (Scotland) Regulations 2015 to appoint a supplier to provide products & delivery of cleaning chemicals and goods to all Inverclyde Leisure facilities. As described in Contract Schedule 1 along with the specification.

The purpose of this ITT is to provide tenderers with sufficient information to submit a formal tender response to deliver the goods as set out in the Specification so as to meet Inverclyde Leisure's requirements.

No legal relationship or other obligation shall arise between any tenderer and Inverclyde Leisure unless and until the contract has been formally executed in writing by Inverclyde Leisure and the successful supplier.

Inverclyde Leisure reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall Inverclyde Leisure incur any liability in respect of this ITT or the tender process more generally. Inverclyde Leisure shall not be liable for any costs or expenses incurred by tenderers in participating in the tendering process.

Direct or indirect canvassing of any director, employee or agent of Inverclyde Leisure by any tenderer concerning this requirement, or any attempt to procure information from any Board Member, employee or agent of Inverclyde Leisure concerning this ITT may result in the disqualification of the tenderer from consideration for this requirement.

While the information in this ITT is believed to be correct at the time of issue, neither Inverclyde Leisure nor its advisors will 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 and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer.

Inverclyde Leisure will not be liable for any bid costs, expenditure, work or effort incurred by a tenderer in proceeding with or participating in this tender exercise, including if the procurement process is terminated or amended.

At all stages in the tender process, including contract conclusion, the information which your organisation provides in response to this ITT must remain valid and you must inform Inverclyde Leisure of any changes to the information which your organisation provides in response to this ITT. For the avoidance of doubt, this includes an obligation on tenderers to inform Inverclyde Leisure of any change in their proposed subcontractors and consortia members

Background:

It is expected that service provision will commence on ?????????? and the contract will last for three (3) years with a possible further two year extension. Subject to joint agreement.

Clarifications:

Any requests for clarifications relating to this ITT must be sent to the Head of Inverclyde Leisure

Inverclyde Leisure will respond to all reasonable clarifications as soon as possible through the PCS website mailbox or by issuing a document listing tenderers' questions and Inverclyde Leisure's responses, which will be emailed to all tenderers.

The deadline for receipt of clarifications relating to this ITT is ??????????

Inverclyde Leisure reserves the right (but shall not be obliged) to seek clarification of any aspect of a tenderer's tender response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the tender response non-compliant.

Further Information:

Further information, if required, can be obtained from:

- * Head of Leisure, Inverclyde Leisure, 01475 213139

Submission of Tender Responses:

Please note that it is the sole responsibility of the tenderer to ensure that the tender responses are submitted by the closing time on the date specified below. In the event that the tender response is being hand delivered, it is the responsibility of the tenderer to ensure that delivery is made directly to the following address:

ATTN: FINANCE MANAGER, INVERCLYDE LEISURE, WATERFRONT LEISURE COMPLEX, CUSTOMHOUSE WAY, GREENOCK PA15 1EW

Tender responses must be completed, signed and returned in accordance with this ITT and the General Conditions of Contract (as set out in Contract Schedule 3 attached to this ITT). All entries such as rates, price totals, conditional clauses, or any endorsements entered in the tender response by the tenderer must be in black ink or typewritten.

Tender responses must be returned to the above address, in a sealed envelope using the label, where provided, to arrive no later than the date and time specified below.

The tender response deadline is: ??????????????

LATE TENDER RESPONSES MAY NOT BE CONSIDERED

Inverclyde Leisure reserves the right to amend the time and date specified above at any stage.

Tender responses will be received until the date and time stipulated above and must be on the official form of tender provided. Tender responses submitted in any other manner will not be considered.

Inverclyde Leisure is not requesting variant bids in relation to this ITT and shall disregard any unsolicited variant bids.

Tenderers should ensure before returning their tender response that it has been properly completed and that all information requested in the Specification has been clearly and accurately stated in the tender response, as failure to do so may result in the tender response not being considered.

Any alterations of those particulars entered by the tenderer in their tender response should be effected by striking through the particular entry requiring alteration and, if appropriate, by adding the revised entry immediately above the original entry. All such alterations should be initialled by the tenderer.

Where examination of tender responses reveals obvious errors or discrepancies which would affect the tender figure(s), these errors will be dealt with in the following manner:

- (a) any arithmetical errors will be rectified by the appropriate officer checking the tender response(s) and the amount of the tender response(s) shall be held to be the amount of the document(s) so rectified and the tenderer(s) informed of the corrected amount;
- (b) where there is an obvious and genuine error in rates occurring, the tenderer(s) will be given the opportunity of confirming or withdrawing, this to be done in writing.

All tenderers for any contract with Inverclyde Leisure must complete the Declaration attached as Contract Schedule 4 to this ITT. Any tender response submitted without this certificate will NOT be considered.

All tender responses submitted to Inverclyde Leisure must remain open for acceptance for a period of ninety (90) days from the tender response deadline.

Inverclyde Leisure is not bound to accept the lowest or any offer and reserve the right to accept any offer in whole or in part.

Pricing submission:

All tenderers must complete Contract Schedule 2 detailing unit costs and total costs for each item.

Where appropriate, the unit price for each item must be entered in the column and extended to the "total" column in accordance with the quantity specified. Where the amount entered in the "total" column is not in accordance with an exact calculation of the "rate" quoted and the quantity specified for the item, the figure in the "rate" column will be taken as the correct figure and the offer will be amended accordingly.

The prices quoted in the tender response must be strictly nett prices and must be exclusive of Value Added Tax. The tenderer will be deemed to have satisfied itself that the nett prices submitted in the tender response include an allowance for all matters in respect of safety, health

and welfare and the conditions of employment of work and all matters relating to the satisfactory execution of the contract.

All prices quoted in the tender response will be held to be fixed prices for the duration of the period of the contract and not subject to any adjustment whatsoever unless otherwise clearly stated in the tender. Variations may be indicated: (a) to provide for the rise and fall of a specified price or prices because of alterations in the cost of materials and/or wages; or (b) to provide for the specified price to be firm only up to a specified quantity or for a specified period, after either of which it will be subject to a rise or fall because of alterations in costs of materials and/or wages. The formula to operate in respect of any price subject to variation should be clearly indicated on the tender response, or, if this information is not available at the time of submission of the tender response, the particular price entered should be marked "subject to review". It must be clearly understood, however, that Inverclyde Leisure will only agree to variation of the prices quoted in the tender response, in respect of some factor which cannot be foreseen at the time of tendering.

The successful supplier shall deliver the goods, materials, or services as described in the Specification to all Inverclyde Leisure facilities and unless clearly specified otherwise, unit prices quoted shall be taken to include all delivery charges.

Conditions of contract:

Inverclyde Leisure's General Conditions of Contract are attached to this ITT as Contract Schedule 3. It will be assumed, unless clearly stated otherwise, that any resulting contract will be based on Inverclyde Leisure's General Conditions of Contract and any additional conditions as contained in this ITT and which shall form part of any resulting contract.

By submitting a tender response, tenderers are agreeing to be bound by the terms of this ITT and the General Conditions of Contract without further negotiation or amendment. Tender responses made subject to conditions which are additional or alternative to the General Conditions of Contract may not be considered and may be refused on the grounds of such conditions alone.

Suppliers should note that this ITT qualified by their tender response, any subsidiary documentation recording discussions during the tender process, and an agreed time schedule will be incorporated into the contract. Any attempt to limit the contractual validity of this requirement will result in any tender response being rejected.

All tender responses are accepted on behalf of Inverclyde Leisure by issue of a Letter of Acceptance or official Purchase Order.

The following documents in descending order of precedence shall form the contract between the Authority and the successful supplier:

- the Letter of Acceptance or official Purchase Order;
- this ITT;
- the General Conditions of Contract; and
- the supplier's tender response (including the pricing schedule and any clarifications thereto).

This ITT is made available on condition that tenderers shall treat this ITT as private and confidential and that it is not copied, reproduced, distributed or passed to any other person at any time, except for the purposes of enabling the tenderer to submit a tender.

Tenderers shall not disclose their tender response in whole or in part to any third party without the express permission of Inverclyde Leisure until after Inverclyde Leisure has made its final decision regarding award of the contract.

Tenderers should advise Inverclyde Leisure as soon as practicable in the event of discovering a potential or actual conflict of interest arising in respect of their tender response. In such circumstances, Inverclyde Leisure may require further information from the tenderer but reserves the right to disqualify the tenderer from further involvement in the tender process.

Use of Agencies/Sub-contractors:

In the event that a tenderer intends to use the services of a third party for the purpose of deliveries or supply, the name of the third party or sub-contractor must be provided.

Inverclyde Leisure requires all tenderers to identify if they propose to sub-contract the provision of goods to a sub-contractor and which sub-contracting arrangements will apply in the case of their tender response. For the avoidance of doubt, only one tender response should be completed and returned providing separate information in respect of each sub-contractor.

Consortia:

Where a tenderer is a consortium, please note that only one tender response from the consortium, identifying the lead consortium member (which will be responsible for administration of the contract and shall also act as the central point for payment purposes), will be accepted. The contract and ancillary documentation will be entered into with all members of the consortium, who will in these circumstances each be required to execute the contract and all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract.

Transferring employees:

As there is no incumbent supplier currently providing the services outlined in this ITT, Inverclyde Leisure does not envisage the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) being applicable in this instance. However, it is the responsibility of tenderers to consider whether or not TUPE is likely to apply in the particular circumstances of this procurement exercise and act accordingly.

Award Criteria and Tender Evaluation Model:

Any contract(s) awarded as a result of this tender exercise will be awarded on the basis of the offer that is the most economically advantageous to Inverclyde Leisure on the basis of the best cost-quality ration. Tender responses will be evaluated using the following Award Criteria:

- Cost will have a weighting of %
- Quality will have a weighting of %, broken down as follows:

Scores are arrived at following the application of the Evaluation Criteria set out below to the tenderer's tender response.

Tenderers are required to submit a tender response strictly in accordance with the requirements set out in this ITT, to ensure Inverclyde Leisure has the correct information to make the evaluation. Evasive, unclear or hedged tender responses may be discounted in evaluation and may, at Inverclyde Leisure's sole discretion, be taken as a rejection by the tenderer of the terms set out in this ITT.

The Tender Evaluation criteria is based on Cost & Quality as indicated above.

Sample Copy

Contract Schedule 1

Specification

Supply & Delivery of Housekeeping & Cleaning Chemicals

DESCRIPTION

Below is the specification to supply ??????????? to Inverclyde Leisure. This includes all aspects of Cleaning Products required and deliveries over the 3 year contract. The contract will start ???? and continue for a period of 3 years(2 year extension period) Please cost the below specification

Specification.

PART 1

Please see specification below. Please cost all elements, and give a narrative of how your company intend to deliver the specification below:-

1. Tenderers may tender for the supply of all items detailed in breakdown below
2. Tenderers price must include the supply and delivery of all items to the respective Inverclyde Leisure facilities within the Inverclyde Area.
3. Tenderers price must exclude vat, Delivery and offloading costs should be inclusive of unit price.
4. Items are required to be delivered during facility normal opening hours unless an agreement has otherwise been agreed by Inverclyde Leisure.
5. Order must arrive no later than 3 working days of placing the official order.
6. Tenderers prices must remain fixed for the period of the tender.
7. The estimated quantities for cleaning supplies per month will vary.
8. The quantities based below are in relation to historic ordering sequence. Inverclyde Leisure reserve the right to discontinue or reduce quantities on the list supplied below.
9. The tender value must be valid for 90 days after the closing date of tender.
10. We may require samples of the cleaning supplies to be provided, before approval.
11. Please note that should the successful tenderer not be able to deliver the required supplies as specified, Inverclyde Leisure reserves the right to source the product from an alternative supplier.
12. All health and safety procedures and COSHH data sheets must be provided to all facilities to ensure that we are complying to current legislation laws.
13. The supplier must notify Inverclyde Leisure of delivery dates and timescales in advance.
14. The supplier will uplift any disposable items such as pallets and larger containers in accordance with waste management legislation.
15. Invoicing and payment methods will be agreed with successful tenderer.
16. The supplier will deliver the products to various Leisure & Community Facilities as per order (Main sites are outlined in appendix 1)
17. Company should be able to offer same day delivery, should there be such a requirement.
18. The preferred supplier must supply free of charge any dispensing equipment for soap, toilet rolls and hand towels to all Inverclyde Leisure facilities.
19. The successful Company will provide free training and Support on all products.
20. Your company should take great effort to source recycled and use eco-friendly products as part of our commitment to the environment.

Contract Schedule 2

Form of Tender Response

Tender Response

Please see the Specification in Contract Schedule 1 and cost all elements in the attached appendix based on your unit cost for the 12 items listed on the spreadsheet if you also wish please give a narrative of how your company intend to deliver the specification:

References:

Tenderers must provide below the names, addresses, contacts, and telephone numbers of at least 3 references where a similar contract is being carried out:

Name:

Address:

Contact Name/Telephone Number:

Name:

Address:

Contact Name/Telephone Number:

Name:

Address:

Contact Name/Telephone Number:

Financial & Technical Appraisal:

In accordance with Inverclyde Leisure's Financial Regulations, it will be necessary, in certain circumstances, to undertake a review of the financial standing of prospective suppliers and service providers. Where such a financial review is required, tenderers will be asked to provide copies of the last three years fully audited accounts and balance sheets. These should not be included with the tender response but will be requested separately if required.

It is a pre-requisite that the appointed supplier shall be a full service marketing agency that is able to demonstrate experience in the leisure industry and have the resources to deliver all items contained within the tender document. Please provide a full outline of your company structure along with bios of the key staff that would be included in the tender provision.

Insurance Requirements:

Please complete the following. The successful tenderer will be required to submit copies of relevant documentation.

1. Public Liability

a. Insurance Company/Brokers' name and address

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.....
.....
.....

b. Policy Number

2. Employers Liability

a. Insurance Company/Brokers' name and address

.....
.....
.....
.....

b. Policy Number

Pricing Submission

A total tender value must also be entered below for the initial three year period based on the quantity and unit cost as an annual price

Tender Value.....year 1 £ _____

Tender Value.....year 2 £ _____

Tender Value.....year 3 £ _____

Potential Extension Period (24 months)

Tender Value.....year 4 £ _____

Tender Value.....year 5 £ _____

Total Tender Value... £ _____

A cost breakdown for additional supplies and products must be included in the tender submissions to Inverclyde Leisure.

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Declaration

The information provided above is correct to the best of my knowledge and I understand that any false statements may result in my company being removed from Inverclyde Leisure's approved contractors list.

Signed: _____ Name (print):

Date:

Sample Copy

Contract Schedule 3

General Conditions of Contract

Attached as separate document

Conditions Sheet:

The offerer must enter on this sheet any clauses, amendment to specification, qualification or any discount he/she may wish to make conditional to this offer. Any conditions entered below will be considered to be part of the submission in response to Inverclyde Leisure's invitation to tender reference .

Issued by:

Finance Manager
Inverclyde Leisure

Contract Schedule 4

Declaration

The following declaration is to be completed for and on behalf of the supplier.

To: Inverclyde Leisure

Date: [INSERT DATE]

Provision of supply & delivery of housekeeping & cleaning supplies

[I/We] submit this tender in support of our application to tender for the provision of [INSERT DETAILS OF PROCUREMENT PROCEDURE].

[I/We] certify that the information supplied is accurate and to the best of [my/our] knowledge and that [I/we] accept the conditions and undertakings requested in the ITT.

If this offer is accepted, [I/we] will execute such documents in the form of the contract within five days of being called on to do so.

We agree that before executing the contract (and associated schedules) in the form set out in the ITT, the formal acceptance of this tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and the [manager/company].

[I/We] further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in the ITT.

[I/We] further undertake and it shall be a condition of any contract, that:

The amount of [my/our] tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of [my/our] tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority.

[I/We] have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the contract and that no person employed by us has done or will do any such act.

[I/We] warrant that [I/we] have all requisite authority to sign this tender and confirm that [I/we] have complied with all the requirements of the ITT.

Company Name: _____

Address: _____

Telephone Number: _____

Fax No: _____

Email Address: _____

Signature of Authorised Officer: _____

Date: _____

Please Print Name: _____

Notes to Tenderer

1. *No tender will be considered unless this certificate is completed and signed on behalf of the Company.*

End.....

Sample Copy