

Invitation to tender for the provision of

**Cleaning Services**  
to the



Scottish Public Services Ombudsman (SPSO)

and on behalf of



The Scottish Commission for Human Rights (SHRC)

and



The Children and Young People's Commissioner Scotland (CYPCS)

September 2018

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## Introduction

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### SPSO

The Scottish Public Services Ombudsman (SPSO) has a wide remit, covering a variety of functions and services.

Her powers and duties come from the Scottish Public Services Ombudsman Act 2002 which gives her three distinct areas of statutory functions:

1. the final stage for complaints about most devolved public services in Scotland including councils, the health service, prisons, water and sewerage providers, Scottish Government, universities and colleges
2. specific powers and responsibilities to publish complaints handling procedures, and monitor support best practice in complaints handling
3. Independent Review Service for the Scottish Welfare Fund with the power to overturn and substitute decisions made by councils on Community Care and Crisis Grant applications.

Details of the Ombudsman's team are available at:

<http://www.spsso.org.uk/who-we-are>

The Ombudsman's most recent Annual Report is available at:

<http://www.spsso.org.uk/annual-reports>

### SHRC

The Scottish Human Rights Commission is an independent public body, accountable to the people of Scotland through the Scottish Parliament. The Commission has a general duty to promote awareness, understanding and respect for all human rights – economic, social, cultural, civil and political – to everyone, everywhere in Scotland, and to encourage best practice in relation to human rights. Our full duties and powers are set out in the Scottish Commission for Human Rights Act 2006.

The Commission is accredited as an 'A Status' [National Human Rights Institution](#) (NHRI) within the United Nations (UN) system. This means we can report directly to the UN on human rights issues. We are the only Scottish organisation that can make direct contributions to the UN Human Rights Council. The Commission has powers to recommend changes to law, policy and practice; promote human rights through education, training and publishing research; and to conduct inquiries into the policies and practices of Scottish public authorities.

Details of the Chair and Commissioners are available at:

<http://www.scottishhumanrights.com/about/people/>

The Commission's most recent Annual Report is available at:

<http://www.scottishhumanrights.com/policy-publications/>

## **Children and Young People's Commissioner Scotland**

The Children and Young People's Commissioner promotes and safeguards the human rights of everyone in Scotland under the age of 18, or up to 21 if the young person has care experience. The Commissioner's legal duties are defined by the Commissioner for Children and Young People (Scotland) Act 2003. In particular, the Commissioner must:

- promote awareness and understanding of the rights of children and young people,
- review law, policy and practice to examine their effectiveness in respecting the rights of children and young people,
- promote best practice by service providers,
- promote and commission research on matters relating to the rights of children and young people,
- encourage the involvement of children and young people in his work, and – in particular – consult with them on the work that he should be doing to improve the rights of children and young people.

Details of the Commissioner are available at:

<https://www.cypcs.org.uk/about/commissioner>

The Commissioner's most recent Annual Report is available at:

<https://www.cypcs.org.uk/about/annual>

## Service being procured: cleaning services

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### Project Specification

The Ombudsman is inviting tenders for the provision of cleaning services for the office spaces occupied by The Scottish Public Services Ombudsman (SPSO), The Scottish Commissioner for Human Rights (SHRC) and the Children and Young People's Commissioner Scotland (CYPCS) in Bridgeside House, **99 MacDonald Road, Edinburgh, EH7 4NS**.

The requirements outlined in this invitation to tender will be commencing from mid-November 2018 prior to our move-in date which is proposed for Saturday 1 December. We are looking for cleaning services, from a single supplier. The common building areas (stairwells, shared toilets, lift, external grounds) are not included in this tender, but are the separate responsibility of the landlord.

Detailed functional requirements are listed in Annex 1. Bidders are invited to provide a response to each point, using Annex 1 as a template, which will form the main basis of our evaluation.

### Additional Information

The Ombudsman is inviting tenders for cleaning services **for an initial period of twelve months**, with the option to renew annually for a further 2 years, to provide the organisation with the services detailed above.

The three organisations are subject to Data protection legislation, and ATI legislation, with associated duties to protect personal data. Bidders must be aware of, and take account of, the confidentiality requirements of section 19 of the SPSO Act. A copy of section 19 is attached at Annex 2.

## Administration of tender

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### Contracts and Procurement Policy

This invitation to tender (ITT), tendering process and the eventual contract are being managed in accordance with the SPSO's Procurement Policy. This is available as Section 9 of our Finance Handbook, available online as a PDF here:

<https://www.spsso.org.uk/spsso-policies>

The policy is designed to ensure that all SPSO procurement activity is focussed on the delivery of value for money and conducted to high professional standards and to the relevant legal requirements. In particular, our Procurement Standards include Value for Money, Responsible Purchasing, Ethical Standards, Openness and transparency.

The SPSO is an accredited Living Wage employer and the successful bidder must also meet this standard.

Occasionally, contractors may provide information to the SPSO on the basis that it will remain confidential and will not be disclosed in the event that an information request is made for it. The SPSO will agree to accept information in confidence from contractors only in very limited circumstances. Even where we do agree to accept information in confidence, the information may still be disclosed if the disclosure would no longer constitute an actionable breach of confidence, for example, if the information is no longer confidential.

### Tender conditions

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1. Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document. If the costs are not fixed for the duration of the contract, the review points and basis of the review should be clearly detailed.
2. Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
3. Prices quoted must be held firm for at least 45 days from the closing date for tenders
4. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with the Scottish Public Services Ombudsman.

## Making a tender

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Please note that the closing time and date for tender responses is **17:00, Friday 21 September 2018**. Any response received after that date will not be considered further. A full response to this tender must be addressed by email to [stacy.forsyth@spsso.gsi.gov.uk](mailto:stacy.forsyth@spsso.gsi.gov.uk) or in hard copy to:

Stacy Forsyth  
Scottish Public Services Ombudsman  
4 Melville Street  
Edinburgh  
EH3 7NS

Your submission must be clearly marked “RESPONSE to Cleaning Services Tender” in order to ensure the contents are not opened before the deadline. Any questions or requests for clarification may be emailed to [stacy.forsyth@spsso.gsi.gov.uk](mailto:stacy.forsyth@spsso.gsi.gov.uk) no later than Friday 14 September 2018. Your email must be clearly titled “ENQUIRY about Cleaning Services Tender”.

## Timetable

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The timetable for this tender process is as follows:

Invitation to tender issued	Monday 3 September, 2018
Deadline for submission of tenders	<b>17:00, Friday 21 September 2018</b>
Evaluate tenders	24-28 September 2018
Appoint supplier (subject to any clarification or verification required by the Ombudsman)	Monday 1 October 2018

If clarification of the tender submission is required, bidders will be contacted during week commencing 24 September 2018.

The required service implementation date has not yet been confirmed, however, this is expected to be in mid-November 2018 to align with the office move proposed for Saturday 1 December. The successful bidder may be required to conduct initial deep-clean preparatory work before the office is occupied.

## Tender Submissions

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All bidders must use the template provided at **Annex 1** for their response. Tender submissions **must** include:

1. a detailed response addressing all areas identified in the Functional Requirements listed in Annex 1.
2. details of the bidder's experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.
3. a breakdown of costs for the work detailing costs per person per hour and all consumables. Please identify the following:
  - a. Costs per person per hour, listing hours of work and number of cleaners recommended
  - b. Consumables
  - c. All ongoing service charges
  - d. Add-ons / different levels of service
  - e. Total cost of contract over 3 years

*Note: All of the above should clearly show VAT*
4. evidence of Living Wage Employer status.
5. a description of what assurance or processes you could provide that would respect the requirement to keep any information encountered during the provision of service protected from loss or unauthorised access and exploitation.
6. the requirement in terms of payment e.g. monthly invoice/payment periods.
7. a copy of the organisation's professional indemnity or public liability insurance cover. If production of either of the above would cause you difficulty, you should indicate this now.
8. the standard terms of the contract regarding termination.



## Assessment of tenders

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The assessment of tenders will be undertaken by an evaluation panel which will include representatives from SPSO, SHRC and CYPES. The panel will consider all tenders against the Functional Requirements set out in Annex 1 and will make a decision on the basis of how closely tenders meet the requirements set out in this invitation. If a tender does not substantially conform to the tender requirements it will not be considered further.

Each item in the Functional Requirements will be given a score as follows:

<i>Score</i>	<i>Description</i>
5- Excellent	Meets exactly the specified standard
4- Good	Meets the standard well but not completely
3- Fair	Mostly meets the standard but fails in parts
2- Doubtful	Mostly fails the standard but meets in some
1- Poor	Significantly fails to meet standard
0- Reject	Completely fails to meet standard

The total score for the Functional Requirements will be calculated to give a weighted score out of 40%.

The following requirements will be scored and weighted to give each submission a score out of 100% as follows:

1.	Response to Functional Requirements	40%
2.	Experience of similar work including references	30%
3.	Breakdown of costs	20%
4.	Living Wage standards met	5%
5.	Data protection assurances.	5%
6.	Payment requirements	0%
7.	Professional indemnity / liability	0%
8.	Terms of contract regarding termination	0%

Item 3 - Full cost details must be provided as requested, otherwise the submission will score zero here. Scores will be awarded by ranking all submissions in order of total cost over three years. The supplier with the lowest total cost will receive 20, second will receive 18, third, 16 and so on.

Items 6-8 – This information is required but will not form part of the weighted score.

The Ombudsman and/or representatives from SHRC and CYPES may undertake, if deemed appropriate, communications with bidders to clarify / verify their tender submissions.

## **Terms and Conditions**

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### **Confidentiality**

The bidder will not issue any public statements or otherwise disclose any information concerning this Invitation to Tender (ITT), the process and its participation in the process without the prior written approval of the SPSO.

### **Legal Disclaimer**

This ITT is an invitation to propose and does not in any manner create an offer or other obligation on the part of the SPSO to enter into any contract.

All expenses and costs incurred by the bidder in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the bidder's account. The SPSO are not bound to accept the lowest or any bid.

### **Use of Information**

This ITT and any other information furnished hereunder shall be used solely for the purpose of responding to this ITT. Reproduction of any part of this ITT is authorised only to the extent necessary for the preparation of your response. All bidders shall ensure that all such copies are destroyed when no longer required in connection with this ITT.

## Annex 1: Requirements and Response Template

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Company Name:	
Company Address:	
Contact name for this Tender:	
Position:	
Telephone No:	
Email:	

### 1. Functional Requirements (*Weighting 40%*)

<i>Item</i>	<i>Details</i>	<i>Response</i>
	<b>Disabled Toilet and Basement Shower Block</b>	
<b>TS.1</b>	Toilets - Disinfect and fully clean toilet and brush every day. Replace brush regularly.	
<b>TS.2</b>	Showers – Clean at least once a week, particularly shower head, hoses, doors and tray. Remove all mould/mildew build-up. Cubicle wall, partitions and doors to be spot cleaned as required.	
<b>TS.3</b>	Surfaces - Tiled wall surfaces to be damp wiped and dried; sanitize all dispensers every day.	
<b>TS.4</b>	Sinks - Spray clean sink, disinfect taps and all hard surface areas and polish dry every day.	

<b>TS.5</b>	Consumables - Check & replenish soaps, toiletries and all janitorial materials (toilet paper etc.) as required every day.	
<b>TS.6</b>	Floors - Sweep/brush vacuum and wash all floor area with disinfectant every day.	
<b>TS.7</b>	Glass - Disinfect and polish all glass and mirrors to a shine; disinfect and dry door handles every day.	
<b>Daily</b>	<b>Main Offices &amp; T-points, Building Coordinator Office, Meeting Suites, Kitchens, Welfare Room</b>	
<b>D.1</b>	Floors - Vacuum all floors; spot clean carpet marks; mop vinyl floors; degrease and sanitise food prep areas.	
<b>D.2</b>	Meeting rooms - Dust and wipe tables and AV equipment, tidy room, clear of any used crockery.	
<b>D.3</b>	Desks and tables - Dust and wipe all desks, telephones, screen tops and unit tops (around items where necessary).	
<b>D.4</b>	Glass - Polish clean glass, smear free, removing finger marks (up to 6ft).	
<b>D.5</b>	Signs, door handles and kick plates – clean and polish.	
<b>D.6</b>	<p>Waste</p> <ul style="list-style-type: none"> <li>• Recycling - Separate any recyclable waste into correct refuse points.</li> <li>• Cardboard - Collect all empty boxes/cardboard, flatten and tie bundles together with tape provided. <b>Store in xx.</b></li> <li>• General waste: Collect any general waste in the building and condense into bins located at t-points.</li> <li>• Empty general waste bins when at capacity. Sanitise bin as required and remove general waste to waste <b>storage points for pick up.</b></li> </ul>	
<b>D.7</b>	<p>Kitchens, T-points and Welfare Room</p> <ul style="list-style-type: none"> <li>• Dishwashers - load and unload dishwashers; return items to storage.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Sinks, draining boards and taps to be thoroughly cleaned and dry buffed.</li> <li>• Appliances - wiped down internally and externally, removing spillages. (fridge, zip taps, kettle, toasters, microwave)</li> <li>• Wash and sanitise all drink/food prep area and dry wipe all hard surfaces including kitchen table.</li> <li>• Remove out-of-date food from fridges and sanitise all interiors, polish dry all exteriors.</li> </ul>	
<b>Monthly</b>		
<b>M.1</b>	Dusting and marks – offices to be free of dust and scuff marks, cleaned every month. For example: <ul style="list-style-type: none"> <li>• All hard surfaces (vertical / horizontal) and exposed surfaces.</li> <li>• Walls and floor where appropriate.</li> <li>• Fixtures and fittings, chairs, ledges, windowsills and skirting.</li> <li>• Fire extinguishers, breakpoints, etc.</li> <li>• Check cupboard units, handles, drawers - spot clean as required.</li> </ul>	
<b>M.2</b>	Upholstered furnishings to be lightly vacuumed, marks and stains removed.	
<b>M.3</b>	High dust, up to 6ft all areas including light fittings and pictures where possible.	
	<b>Service and Material Requirements</b>	
<b>SM.1</b>	Provision of supplier handbook detailing COSHH documentation and assessments.	
<b>SM.2</b>	All cleaning materials, laundry, equipment & maintenance of equipment to be provided including the installation and maintenance of soap dispensers.	
<b>SM.3</b>	All consumables to be provided i.e. toilet paper, hand towels, hand soap, dishwasher tablets, washing up liquid.	
<b>SM.4</b>	All materials used and consumables provided must be fragrance-free, ecologically / environmentally responsible, and non-toxic. Please confirm the brand or specification of the materials and consumables	

	that would make up the tender.	
<b>SM.3</b>	Carpet cleaning arranged if required.	

## 2. Experience (*Weighting 30%*)

Details of the bidder's experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.

*Response:*

## 3. Costs (*Weighting 20%*)

A breakdown of costs for the work detailing costs per person per hour and all consumables. Please identify the following:

- a. Costs per person per hour, listing hours of work and number of cleaners recommended
- b. Consumables
- c. All ongoing service charges
- d. Add-ons / different levels of service
- e. Total cost of contract over 3 years

Note: All of the above should clearly show VAT

*Response:*

## 4. Living Wage Employer status. (*Weighting 5%*)

*Response:*

## 5. Data protection assurances. (*Weighting 5%*)

The three organisations are subject to Data protection legislation, and ATI legislation, with associated duties to protect personal data. Please describe what assurance or processes you could provide that would respect the requirement to keep any information encountered during the provision of service protected from loss or unauthorised access and exploitation.

*Response:*

**6. Requirement in terms of payment e.g. monthly invoice/payment periods. (Weighting 0% but must be provided)**

*Response:*

**7. Professional indemnity / public liability insurance (Weighting 0% but must be provided)**

Before the award of the contract the preferred bidder may be asked to provide a copy of the organisation's professional indemnity or public liability insurance cover. If production of either of the above would cause you difficulty, you should indicate this now.

*Response:*

**8. The standard terms of the contract regarding termination (Weighting 0% but must be provided)**

*Response:*

## **Annex 2: Section 19 of the Scottish Public Services Ombudsman Act 2002**

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### 19 Confidentiality of information

(1) Information obtained by the Ombudsman or any of the Ombudsman's advisers in connection with any matter in respect of which a complaint or a request has been made must not be disclosed except for any of the purposes specified in subsection (2) or as permitted by subsection (3).

(2) Those purposes are—

(a) the purposes of—

(i) any consideration of the complaint or request (including any statement under section 11),

(ii) any investigation of the matter (including any report of such an investigation),

(b) the purposes of any proceedings for—

(i) an offence under the Official Secrets Acts 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,

(ii) an offence of perjury alleged to have been committed in the course of any investigation of the matter,

(c) the purposes of an inquiry with a view to the taking of any of the proceedings mentioned in paragraph (b),

(d) the purposes of any proceedings under section 14.

(3) Where information referred to in subsection (1) is to the effect that any person is likely to constitute a threat to the health or safety of patients, the Ombudsman may disclose the information to any person to whom the Ombudsman thinks it should be disclosed in the interests of the health and safety of patients.

(4) In relation to information disclosed under subsection (3), the Ombudsman must—

(a) where the Ombudsman knows the identity of the person to whom the information relates, inform that person of the disclosure of the information and of the identity of the person to whom it has been disclosed, and

(b) inform the person from whom the information was obtained of the disclosure.

(5) It is not competent to call upon the Ombudsman or the Ombudsman's advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2)) of matters coming to the knowledge of the Ombudsman or advisers in connection with any matter in respect of which a complaint or request has been made.

(6) A member of the Scottish Executive may give notice in writing to the Ombudsman with respect to—



- (a) any document or information specified in the notice, or
- (b) any class of document or information so specified,

that, in the opinion of the member of the Scottish Executive, the disclosure of the document or information, or of documents or information of that class, would be contrary to the public interest.

(7) Where such a notice is given nothing in this Act is to be construed as authorising or requiring the Ombudsman or any of the Ombudsman's advisers to communicate to any person or for any purpose any document or information specified in the notice, or any document or information of a class so specified.

(8) Information obtained from the Information Commissioner by virtue of section 76 of the Freedom of Information Act 2000 (c. 36) is to be treated for the purposes of subsection (1) as obtained in connection with any matter in respect of which a complaint or request has been made.

(9) In relation to such information, subsection (2)(a) has effect as if—

- (a) the reference in sub-paragraph (i) to the complaint or request were a reference to any complaint or request, and
- (b) the reference in sub-paragraph (ii) to the matter were a reference to any matter.

(10) In this section and section 20 references to the Ombudsman's advisers are to persons from whom the Ombudsman obtains advice under paragraph 10 of schedule