



Parish Council

Request For Quotation Works

MSH Commercial Kitchen Project

CSNPC

Request for Quotation (RFQ)



Parish Council

This Request for Quotation (“RFQ”) has been issued by the Authority in connection with a competitive procurement conducted under the Public Contracts Regulations 2015 (“the Regulations”).

Instructions for Contractors

- a) Contractors must complete all the areas shaded in yellow to ensure their bid is presented in a compliant format.
- b) Contractors must pass all pass/fail questions to be considered further.
- c) Please adhere to any maximum word count requirements in your response, failure to do so will mean all text submitted over the maximum will be disregarded in the evaluation process.
- d) Please ensure that you complete the questionnaire fully, as requested. Failure to do so may result in your application being disqualified. If the question does not apply to you please write N/A; if you don't know the answer please write N/K.
- e) Please ensure a hard copy of the fully completed and signed document is returned with the Form of Quotation, Certificate of Bona Fide Quotation, Freedom of Information Act exemption and any other documents referred to in this request for quotation form to the address specified in section 1.
- f) The Contractor should seek to clarify any points of doubt or difficulty before submitting a quotation, for this purpose contact can be made, in writing, to the named authorised officer only as detailed in section 1.6 below.
- g) Clarifications should be sought in accordance with the timescales detailed in 1.9 below, all clarification response statements will be made available to all Contractors.
- h) Central Swindon North Parish Council shall incur no obligation or liability whatsoever to anyone by issuing the request or action by any party relative hereto.
- i) Any costs incurred by the quotationer in responding to this request or in support of activities associated with the response to this request are to be borne by the Contractor and are not reimbursed by Central Swindon North Parish.
- j) The higher the value and complexity of the procurement, the higher the level of verification is likely to be required. Supporting documents will only need to be provided if the supplier becomes the Preferred Bidder (for example certificates, statements with this questionnaire.) You may also be asked to clarify your answers or provide more details about certain issues.

Section 1 – RFQ INFORMATION

Contact Details

1.1	RFQ Title	<i>MSH Commercial Kitchen Project</i>
1.2	Department	<i>Operations</i>
1.3	Originator telephone number	<i>01793 466499</i>
1.4	RFQ clarifications email address	<i>Sports@centralswindonnorth-pc.gov.uk</i>
1.5	RFQ response address	<i>CSNPC, Pinetrees Community Centre, Swindon, SN2 1RF</i>
1.6	CSNPC Authorised Officer	<i>Andrew Briggs</i>
1.7	Estimated total value (£)	<i>£50,000</i>

Timescales & Payment Terms

1.8	Date RFQ advertised	<i>09/02/2024</i>
1.9	Date/time RFQ clarifications/questions should be received by email to the Central Swindon North Parish Authorised Officer as identified in 1.6 above	<i>Time: 12:00 Date: 04/03/2024</i>
1.10	Date/time completed RFQ response to be received by email to Central Swindon North Parish Council Authorised Officer as identified in 1.6 above	<i>Time: 12:00 Date: 11/03/2024</i>
1.11	RFQ Validity Period (calendar days)	<i>90 Days</i>
1.12	Estimated Contract Award Date	<i>01/05/2024</i>
1.13	Contract Duration	<i>(Approx 1 weeks). To commence at earliest opportunity from date of award.</i>
1.14	Payment Terms	<i>Payment upon completion of works and receipt of invoice.</i>
1.15	Payment Days	<i>CSNPC payment terms from receipt of a valid invoice typically 21 days</i>

Section 2 – Scope of Works

Description of Works

The works comprise the design, supply and installation (including mechanical and electrical connection) of commercial kitchen equipment.

Appliances to include appropriate warranties.

Any electrical installation works are to be signed off by associated compliance body.

CONTRACTOR RESPONSE (PASS/FAIL QUESTION)

Please answer “Yes” to state you **comply** with the information provided in Section 2 Scope of Works above to be considered further.

Section 3 – Supplier Information

3.1 Supplier details	Answer	
Full name of the Supplier completing the questionnaire		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes
3.2 Contact details		
Suppliers contact details for enquiries about this questionnaire		
Name		
Postal address		
Country		
Phone		
Mobile		
E-mail		

Section 4 – Suitability Assessment Questions (Pass/Fail)		
4.1	The Contractor confirms their latest annual turnover is over £100,000 (If your company is less than 12 months old please confirm your extracted accounts from your Parent Company meet the minimum Turnover threshold) If you are the preferred bidder following evaluation you will have to provide a copy of your company accounts to support this	
4.2	The Contractor confirms their Net Worth. Not Applicable on this Contract	
4.3	The Contractor confirms that none of their Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority.	
4.4	The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU law in the last three years	
4.5	The Contractor confirms that they are willing to have the following levels of insurance cover if awarded the Contract: Employer Insurance £5,000,000, Public Liability £5,000,000, Professional Indemnity £2,000,000. If you are the preferred bidder following evaluation, you will have to provide a copy of your insurance certificates.	
4.6	The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation, you will have to provide a copy of your Health and Safety Policy	

4.7	The Contractor confirms if they have been prosecuted for Health and Safety offences in the last 3 years. If the Contractor answers 'Yes', they must confirm they have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation, you will have to provide a copy of the evidence	
4.8	The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of Central Swindon North PC Equality duties	
4.9	The Contractor confirms that none of their Directors or Organisation been prosecuted under the Bribery Act 2010	
4.10	The Contractor confirms that if they are the preferred bidder following evaluation they may have to provide a copy of 2 relevant references if requested by the Authority.	
4.11	The Contractor confirms that if using subcontractors, they will abide by the Payment Terms of the Contract	

If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to this criteria within 5 working days of being notified to this effect.

SECTION 5 – FINANCIAL INFORMATION

Please indicate which **one** of the following you would be willing to provide:
(please indicate which one by ticking the relevant box)

5.1	A copy of your audited accounts for the most recent two years	
	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	
	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	Alternative means of demonstrating financial status if trading for less than a year	

Section 6 – Quality

This section includes any questions relating to the quality of the solution offered

6.1	Please provide a product description for all white goods (including fridge / freezer / washing machine / dishwasher). Manufacturer / Supplier / Grade / Standard / Reference
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CONTRACTOR RESPONSE (max word count 250 words)

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6.2	Please provide a product description of the coffee machine & ice making machine Manufacturer / Supplier / Grade / Standard / Reference
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CONTRACTOR RESPONSE (max word count 250 words)

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7.13	The Tenderer confirms they operate a process of risk assessment, capable of supporting safe methods of work and reliable project delivery where necessary	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.14	The Tenderer confirms they have arrangements for co-operating and coordinating their work with others (including other suppliers, notably contractors)	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.15	The Tenderer confirms they have arrangements for ensuring that on-site welfare provision meets legal requirements and the needs/expectations of their employees	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.16	The Tenderer confirms they ensure that they and their workforce have the appropriate capabilities to enable them to discharge their legal duties under health and safety legislation	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.17	The Tenderer confirms they have and implement, arrangements for meeting the Principal Contractor duties under the Construction Design and Management Regulations 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.18	The Tenderer confirms they check, review and where necessary improve their H & S performance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.19	The Tenderer confirms that if they become the Preferred Bidder they can provide evidence of their field of knowledge and experience in the design and construction process.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.20	The Tenderer confirms that if they become the Preferred Bidder they can provide evidence of their knowledge and experience of H&S in construction	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.21	The Tenderer confirms that they review and develop their effectiveness at delivering the coordination role.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.22	The Tenderer confirms that they have a documented policy and organisation for the management of construction-related environmental issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.23	The Tenderer confirms they have the arrangements for ensuring that their quality management, including the quality of the construction output and general performance, is effective in reducing/preventing incidents of sub-standard delivery.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.24	The Tenderer confirms that they have arrangements for ensuring that their suppliers apply quality management measures that are appropriate to the work for which they are being engaged	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8 – PREVIOUS EXPERIENCE

The Contractor shall include details of previous experience of at least **one** contract

relevant to this particular activity, which is still running or has been completed within the last three years. The Contractor shall include the following information:

- Company Name worked for
- Description of the work carried out
- Approximate annual contract value (£)
- Contract start and end date

CONTRACTOR RESPONSE	Example One
Company Name	
Address	
Contact Name	
Telephone No.	
Email	
Description of the work carried out (word count 200 words)	
Approximate annual contract value (£)	
Contract start and end date	

Section 9 - Price

The Contractor shall confirm the price (exclusive of VAT) to complete the works in the attached Pricing Schedule.

CONTRACTOR RESPONSE (PASS/FAIL QUESTION)

Please confirm you have completed all items in the attached pricing schedule (Appendix D)	PASS/FAIL
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Section 10 – Legal Compliance

The following documents will form any subsequent binding agreement

Terms and Conditions

10.1	Form of Contract <i>JCT Minor Building Contract</i>
10.2	Contract Data <i>As JCT Contract Particulars, Declarations and Additional Z Clauses</i>
10.3	Agreement <i>The additional documents which make up the agreement are: Request for Quotation, Pricing Schedule, Specifications, Drawings Clarifications and any other relevant documents</i>
	Authority address: <i>Central Swindon North Parish Council, Pinetrees Community Centre,</i>

	<i>Swindon, SN2 1RF</i>
	Review Meetings:
	As Required
	Possible Extension of Term:
	Not Applicable.
	Professional Indemnity
	Not Applicable.

JCT CONTRACT PARTICULARS		
Clause	Subject	
Fourth Recital and schedule 2	Base Date	Date of quotation
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Is not a Contractor
Fifth Recital	CDM Regulations	is not a Contractor
Article 7	Arbitration	Applies
1.1	CMD Planning Period	Ends on date for commencement
2.2	Date for Commencement of the Works	At date to be agreed
2.2	Date for Completion	16 weeks from start on site date
2.8	Liquidated Damages	£200 per week or part of week
2.10	Rectification Period	12 months
4.3	Interim payments – percentage of value	100%
4.4	Percentage of the Total Value of the Works Section	100%
4.8.1	Supply of documentation for computation of amount to be finally certified	3 months
5.3.2	Contractors Insurance Injury to persons or property	£5,000,000
5.4	Insurance of the Works. Insurance Options	Clause 5.4A applies
5.4	Percentage to cover professional fees	Nil
7.2	Adjudication	The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators
Schedule 1	Arbitration	The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators
DECLARATIONS		
8.2	Form of quotation document	Appendix A
8.3	Certificate of bona fide quotation	Appendix B
8.4	Freedom of Information Act Exemption Form	Appendix C
8.5	Z Clauses	Section 10.4
CONTRACTOR RESPONSE (Pass/Fail Question)		
Please indicate acceptance of binding documents and amendments within Section 8 Legal Compliance documents set out above		Yes/No

10.4	Additional Conditions of the Contract		
	Additional Clauses The <i>conditions of contract</i> are as stated within the Contract Data, with the following <i>additional conditions</i> Z1 to Z20 inclusive.		
Definition of Additional Clause	Z No.	No.	Clause
<u>Identified and Defined Terms for Additional Clauses</u>	Z1		In these additional conditions of contract, the following terms are defined terms and shall have the meanings ascribed hereto:
		(1)	“Code” shall mean the Code of Practice for Employment published by the Equality and Human Rights Commission (as published from time to time) or any code that may replace it
		(2)	“Confidential Information” shall mean any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, works, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the DPA
		(3)	“Contracting Authority” shall mean any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than SBC
		(4)	“Data Protection Officer” shall mean the officer of SBC holding the post of “Data Protection Officer”, or such other person as SBC may elect
		(5)	“DPA” shall mean the Data Protection Act 1998 as amended
		(6)	“EIR” shall mean the Environmental Information Regulations 2004
		(7)	“FOIA” shall mean the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
		(8)	“Information” shall have the meaning given under

			section 84 of the FOIA
		(9)	“Local Commissioner” shall mean the Local Commissioner as appointed by the Commissioner for Local Administration in England or any successor body
		(10)	“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
		(11)	“Subject Access Request” shall mean a request made under section 7 DPA
		(12)	“Staff” shall mean all persons employed by the <i>Contractor</i> to perform the Contract together with the Contractor’s servants, agents and subcontractors used in the performance of the Contract
		(13)	“Works” shall mean the <i>works</i>
		(14)	“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
Prevention of Corruption	Z2		<p>CSNPC may terminate this Contract and recover all its loss if the <i>Contractor</i>, its employees or anyone acting on the <i>Contractor</i>’s behalf do any of the following things:</p> <p>(a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other <i>CSNPC</i> contract (even if the <i>Contractor</i> does not know what has been done); or</p> <p>(b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or</p> <p>(c) commit any fraud in connection with this or any other <i>CSNPC</i> contract whether alone or in conjunction with Members of the <i>CSNPC</i>, Contractors or employees.</p> <p>Any clause limiting the <i>Contractor</i>’s liability shall not apply to this clause.</p>
Local Commissioner	Z3	Z3.1	Where the Local Commissioner conducts an investigation into a complaint out of or in connection with Providing the Works or any part of them, the Contractor

shall:

- (a) provide any information requested by the Local Commissioner or by CSNPC within the timescale allotted;
- (b) attend any meetings with the Local Commissioner and/or CSNPC as required for the purposes of the investigation;
- (c) promptly allow access to and investigation of any relevant documents and data and if requested provide copies;
- (d) permit the Local Commissioner and/or CSNPC to interview any members of its Staff in connection with the investigation;
- (e) permit the Local Commissioner and/or CSNPC to interview any members of its Staff in connection with the investigation;
- (f) co-operate fully and promptly in every way required by the Local Commissioner during the course of the investigation; and
- (g) at the request of CSNPC, issue a suitable apology to the complainant.

Z3.2 CSNPC and the Contractor agree that CSNPC shall take action in response:

- (a) to reports of the Local Commissioner in respect of the works which conclude that injustice has been caused to a person aggrieved in consequence of maladministration, such action to be commensurate with the findings of such reports; or

- (b) if, following a report referred to in Clause

Z3.2(a), recommendations are made by the Local Commissioner, to comply with such recommendations.

Z3.3 The Contractor shall be liable for and shall fully and promptly indemnify CSNPC against all costs, expenses and losses properly incurred or suffered arising, be it directly or indirectly, out of or in connection with the compliance with, or the implementation of any actions in response to, a report of, or recommendations by, the Local Commissioner pursuant to Clause Z3.2 to the extent that the said costs, expenses and losses are due

			to the Contractor's failure (through act or omission) to exercise the level of skill, care and diligence which would be reasonably expected from an efficient and effective contractor of the works.
Data Protection	Z4	Z4.1	The <i>Contractor</i> shall (and shall procure that any of its Staff involved in Providing the Works) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
		Z4.2	<p>Notwithstanding the general obligation in clause Z4.1, where the <i>Contractor</i> is processing personal data (as defined by the DPA) as a data processor for CSNPC (as defined by the DPA) the <i>Contractor</i> shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and</p> <p>(a) provide CSNPC with such information as the <i>Council</i> may reasonably require to satisfy itself that the <i>Contractor</i> is complying with its obligations under the DPA;</p> <p>(b) promptly notify CSNPC of any breach of the security measures required to be put in place pursuant to clause Z4.2; and</p> <p>(c) ensure it does not knowingly or negligently do or omit to do anything which places CSNPC in breach of the <i>Councils</i> obligations under the DPA.</p>
		Z4.3	The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.
		Z4.4	The <i>Contractor</i> acknowledges that CSNPC, as the data controller under the DPA, may receive a Subject Access Request and as such shall assist and co-operate (at the <i>Contractor's</i> expense) with the Data Protection Officer to enable CSNPC to comply with the Subject Access Request.

- Z4.5 The *Contractor* shall and shall procure that its subcontractors shall:
- (a) transfer any Subject Access Request received directly from an applicant to the Data Protection Officer as soon as practicable after receipt and in any event within 1 Working Day of receiving the request;
 - (b) provide the Data Protection Officer with a copy of all information required in respect of the Subject Access Request in its possession or power in the form that CSNPC requires within 27 Calendar Days (or such other period as the *Council* may specify) of the *Council* requesting that information; and
 - (c) provide all necessary assistance as reasonably requested by the Data Protection Officer to enable the *Council* to respond to a Subject Access Request within the timescale stipulated under the DPA.
- Z4.6 Where a third-party request for personal information from governmental and public bodies including but not limited to the Police or HM Revenue and Customs, is received, the *Contractor* shall:
- (a) transfer the request to the Data Protection Officer who will register the request and undertake the necessary checks to ensure the authenticity of the requester;
 - (b) transfer the information requested to the Data Protection Officer within 3 Working Days of receiving the registered request from the Data Protection Officer.
- Z4.7 Notwithstanding the general obligation relating to notification in clause Z 4.1, where the *Contractor* is processing data (as defined by the DPA) as a data processor on behalf of the *Council* and the *Contractor* makes a change which results in a duty to notify (pursuant to the DPA and the Data Protection (Notification and Notification Fees Regulations 2000 (as amended) ("the 2000 Regulations")), the *Contractor* shall ensure that it:
- (a) ensures that the *Council* has full details of changes as soon as practicable before making any such change (in any event being not less than 30 Calendar Days before making the change);

			<p>(b) provides the <i>Council</i> with such information and assistance as SBC may reasonably require to ensure it is able to comply with its obligations under the DPA and the 2000 Regulations; and</p> <p>(c) ensures it does not knowingly or negligently do or omit to do anything that places the <i>Council</i> in breach of the <i>Councils</i> obligations under either the DPA or the 2000 Regulations.</p>
	Z4.8		Where any database is used by the <i>Contractor</i> in Providing the Works, clause Z 4.7 does not give the <i>Contractor</i> any right to amend or change the database without prior written approval.
	Z4.9		<p>Without prejudice to the general obligation to provide information and assistance under clause Z 4.7(b), reference to “full details of changes” to be provided to the <i>Council</i> in accordance with clause Z 4.7(a) shall include the provision of information in relation to:</p> <p>(a) purpose (main and any sub-purposes as well as whether it is a statutory purpose (if so, under what legislation);</p> <p>(b) data subjects;</p> <p>(c) data classes;</p> <p>(d) Sources of data;</p> <p>(e) recipients;</p> <p>(f) processing criteria required under the DPA; and</p> <p>(g) whether there is any transfer of data any country outside the European Economic Area.</p>
	Z4.10		Where the <i>Council</i> makes a notification to the Information Commissioner pursuant to its obligations under the DPA or the 2000 Regulations, the <i>Contractor</i> shall not implement any change that amends SBC’s details registered with the Information Commissioner’s Office until such time as the Information Commissioner has updated the <i>Councils</i> registration details, as advised by the Data Protection Officer.
Confidentiality	Z5	Z5.1	Each Party:

(a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

(b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

Z5.2 The *Contractor* shall take all necessary precautions to ensure that all Confidential Information obtained from the *Council* under or in connection with the Contract:

(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

(b) is treated as confidential and not disclosed (without prior written approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

Z5.3 The *Contractor* shall not use any Confidential Information it receives from the *Council* otherwise than for the purposes of the Contract.

Z5.4 The provisions of clauses Z5.1 to Z5.3 shall not apply to any Confidential Information received by one Party from the other:

(a) which is or becomes public knowledge (otherwise than by breach of this clause);

(b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(d) is independently developed without access to the Confidential Information; or

(e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to clause Z6.

Z5.5 Nothing in this clause shall prevent the *Council*:

(a) disclosing any Confidential Information for the purpose of:

(i) the examination and certification of the *Councils* accounts; or

(ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the *Council* has used its resources; or

(b) disclosing any Confidential Information obtained from the *Contractor*:

(i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or

(ii) to any person engaged in providing any works or services to the *Council* for any purpose relating to or ancillary to the Contract;

provided that in disclosing information under subparagraph (b) the *Council* discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

Z5.6 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.

Publicity		Z5.7	The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the text of this Contract is not confidential information. The <i>Council</i> shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the provisions of the Act.
		Z5.8	Notwithstanding any other term of this Contract the <i>Contractor</i> hereby gives its consent for the <i>Council</i> to publish this Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the <i>Council</i> decides.
		Z5.9	The <i>Contractor</i> treats the contract and everything in it as confidential and does not give any information regarding the contract to any member of the Press or general public.
		Z5.10	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Councils</i> written agreement.
Freedom of Information	Z6	Z6.1	The <i>Contractor</i> acknowledges that the <i>Council</i> is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the <i>Council</i> (at the <i>Contractor's</i> expense) to enable the <i>Council</i> to comply with these Information disclosure requirements.
		Z6.2	The <i>Contractor</i> shall and shall procure that its subcontractors shall: <ul style="list-style-type: none"> (a) transfer the Request for Information to the <i>Council</i> as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information; (b) provide the <i>Council</i> with a copy of all Information in its possession or power in the form that the <i>Council</i> requires within five Working Days (or such other period as the <i>Council</i> may specify) of the <i>Council</i> requesting that Information; and (c) provide all necessary assistance as reasonably requested by the <i>Council</i> to enable SBC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
		Z6.3	The <i>Council</i> shall be responsible for determining at its

			absolute discretion whether any Information:
			(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
			(b) is to be disclosed in response to a Request for Information, and in no event shall the <i>Contractor</i> respond directly to a Request for Information unless expressly authorised to do so by the <i>Council</i> .
		Z6.4	The <i>Contractor</i> acknowledges that the <i>Council</i> may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the EIR to disclose Information:
			(a) without consulting with the <i>Contractor</i> , or
			(b) following consultation with the <i>Contractor</i> and having taken its views into account.
		Z6.5	The <i>Contractor</i> shall ensure that all Information produced in the course of the contract or relating to the Contract is retained for disclosure and shall permit the <i>Council</i> to inspect such records as requested from time to time.
		Z6.6	The <i>Contractor</i> acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the <i>Council</i> may nevertheless be obliged to disclose Confidential Information in accordance with clause Z6.4.
Equal Opportunities	Z7	Z7.1	The <i>Contractor</i> must:
			(a) operate an equal opportunities policy for as long as this Contract is in force; and
			(b) provide the <i>Council</i> with a copy of any such policy at the <i>councils</i> request
		Z7.2	The <i>Contractor</i> must use all reasonable endeavours to make sure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to:

			<p>(a) decisions made by it in the recruitment, training or promotion of staff employed or to be employed in Providing the Works;</p> <p>(b) Providing the Works; and</p> <p>(c) the carrying out of its obligations under this Contract.</p>
		Z7.3	In Providing the Works, the <i>Contractor</i> must observe as far as possible the Code and the Human Rights Act 1998
		Z7.4	The <i>Contractor</i> must provide the <i>Council</i> with such information as it may reasonably require in order for the <i>Council</i> to assess the <i>Contractor's</i> compliance with the Code.
		Z7.5	<p>If any Court or Tribunal, or the Equality and Human Rights Commission (or any body which may replace the Commission) makes a finding that the <i>Contractor</i> has unlawfully discriminated against any person in Providing the Works then the <i>Contractor</i> must:</p> <p>(a) take all necessary steps to make sure that the unlawful discrimination does not happen again; and</p> <p>(b) notify the <i>Council</i> in writing of the finding and the steps taken to prevent its re-occurrence.</p>
Right of Access and Audit	Z8	Z8.1	The <i>Contractor</i> shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the <i>works</i> provided under it, all expenditure reimbursed by the <i>Council</i> , and all payments made by the <i>Council</i> . The <i>Contractor</i> shall on request afford the <i>Council</i> or the <i>Councils</i> representatives such access to those records as may be required by the <i>Council</i> in connection with the Contract.
Council Policies	Z9	Z9.1	The <i>Council</i> has a whistle blowing policy to encourage its employees and the public to bring into the open issues concerning dishonesty involving the <i>Council</i> . The <i>Contractor</i> shall ensure that its Staff are made aware of this policy which is available on the <i>Councils</i> website.
		Z9.2	Where the <i>Councils</i> "Customer Services Charter" is applicable to the <i>works</i> , the <i>Contractor</i> shall use its best

			endeavours to ensure that the standards set out in the Charter are met.
		Z9.3	Where the <i>Contractor</i> has been appointed as agent for the <i>Council</i> and under this Contract is required to let contracts, the <i>Contractor</i> shall comply with the <i>councils</i> Standing Orders relating to Contracts (contained in Part 4 of the <i>Councils</i> Constitution available on the <i>Councils</i> website).
Assignment and Sub-Contracting	Z10	Z10.1	The <i>Contractor</i> shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written approval of the <i>Council</i> .
		Z10.2	The <i>Contractor</i> submits the names of each proposed subcontractor to the <i>Council</i> for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Council</i> has accepted him.
Health and Safety	Z11	Z11.1	The <i>Contractor</i> shall promptly notify the <i>Council</i> of any health and safety hazards, which may arise in connection with the performance of the Contract. The <i>Council</i> shall promptly notify the <i>Contractor</i> of any health and safety hazards which may exist or arise at the premises of the <i>Council</i> and which may affect the <i>Contractor</i> in the performance of the Contract.
		Z11.2	While on premises of the <i>Council</i> , the <i>Contractor</i> shall comply with any health and safety measures implemented by the <i>Council</i> in respect of Staff and other persons working on those premises.
		Z11.3	The <i>Contractor</i> shall notify the <i>Council</i> immediately in the event of any incident occurring in the performance of the Contract on the premises of the <i>Council</i> , where that incident causes any personal injury, damage to property which could give rise to personal injury or any incident falling into scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
		Z11.4	The <i>Contractor</i> shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on premises in the performance of the Contract.

		<p>Z11.5 The <i>Contractor</i> shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the <i>Council</i> on request.</p> <p>Z11.6 The <i>Contractor</i> shall at all times during the term of the Contract, provide and maintain all such vehicles, plant, machinery and equipment as are necessary for the proper performance of this Contract. Vehicles used on this Contract shall comply with the Supply of Machinery Regulations 1992 and be of a design, which is entirely suitable for the performance of this Contract.</p>
Disclosure and Barring Service	Z12	<p>Applicable where the <i>works</i> are being carried out which could affect persons as set out in Z12.1 (b) (i) or (ii) below.</p> <p>Z12.1 The <i>Contractor</i> shall procure that in respect of all potential Staff before a member of Staff begins to attend the premises of the <i>Employer</i> to perform any of the <i>works</i>:</p> <p>(a) each member of Staff is questioned as to whether he or she has any convictions; and</p> <p>(b) where requested to do so by the <i>Council</i>, the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in accordance with Part V of the Police Act 1997 in respect of each member of Staff. The check for each member of Staff shall include:</p> <p>(i) arch of the list held pursuant to the Protection of Children Act 1999 where the performance of the Services may involve contact with children; and/or</p> <p>(ii) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the performance of the Services may involve contact with vulnerable adults (as defined in the Care Standards Act).</p> <p>(c) the results of such checks are notified to the <i>Council</i>.</p> <p>The <i>Contractor</i> shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Disclosure and Barring Service check, is employed or engaged by the <i>Contractor</i> or on the <i>Contractor's</i> behalf without approval where that conviction is incompatible with the</p>

		<p>type of work being undertaken by the member of Staff in Providing the Works.</p> <p>The <i>Contractor</i> shall procure that the <i>Council</i> is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the <i>Contractor</i>.</p>
Security	Z13	<p>Site admittance</p> <p>Z13.1 The <i>Contractor</i> submits to the <i>Council</i> details of people who are to be employed by him and his subcontractors in connection with the <i>works</i>. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Council</i>.</p> <p>Z13.2 The <i>Council</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the <i>site</i>. The instruction is a compensation event if the measures are additional to those required by the Works Information.</p> <p>Passes</p> <p>Z13.3 Employees of the <i>Contractor</i> and his subcontractors are to carry an <i>Council</i> pass whilst they are on the parts of the <i>site</i> stated in the Contract Data.</p> <p>Z13.4 The <i>Contractor</i> submits to the <i>Council</i> for acceptance a list of the names of the people for whom passes are required. The <i>Council</i> issues the passes to the <i>Contractor</i>. Each pass is returned to the <i>Council</i> when the employee no longer requires access to that part of the <i>site</i> or after the <i>Council</i> has given notice that the employee is not to be admitted to the <i>site</i>.</p> <p>Photographs</p> <p>Z13.5 The <i>Contractor</i> does not take photographs of the <i>site</i> or the <i>works</i> or any part of them unless he has obtained the agreement of the <i>Council</i>.</p> <p>Z13.6 The <i>Contractor</i> takes the measures needed to prevent his and his subcontractors' people taking, publishing or otherwise circulating such photographs.</p>
Principal Contractor	Z15	

		Z15.1	The <i>Contractor</i> is the Principal Contractor in terms of The Construction (Design and Management) Regulations 2015.
The Contracts (Rights of Third Parties) Act 1999	Z16	Z16.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Prevention of Corruption	Z17	Z17.1	<p>The <i>Council</i> may terminate this Contract and recover all its loss if the <i>Contractor</i>, its employees or anyone acting on the <i>Contractor's</i> behalf do any of the following things:</p> <p>(a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other <i>Council</i> contract (even if the <i>Contractor</i> does not know what has been done); or</p> <p>(b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or</p> <p>(c) commit any fraud in connection with this or any other <i>Contractor</i> contract whether alone or in conjunction with Members of the <i>Council</i>, Contractors or employees.</p>
		Z17.2	Any clause limiting the <i>Contract's</i> liability shall not apply to this clause.
Termination under Public Contracts Regulations 2015	Z18	Z18.1	<p>The <i>Council</i> shall be entitled by notice having immediate effect if any of the following grounds apply:-</p> <p>(a) Where the Agreement has been subject to a substantial modification that constitutes a new contract award</p> <p>(b) Where it is discovered after contract award that the Contractor should have been excluded on mandatory exclusion grounds</p> <p>(c) Where the Court of Justice of the European Union has declared a serious infringement by the <i>Council</i> meaning that the Agreement should not have been awarded by the <i>Council</i> to the Contractor</p>
Environmental, Social and Labour Requirements	Z19	Z19.1	In performance of their obligations under the Agreement the Contractor shall comply with applicable obligations in the field of environmental, social and labour law, collective agreements and the international environmental social and labour law provisions listed in Annex X of the Public Contracts Directive

Subcontractor Payments		Z20	Z20.1	The Contractor shall pay all the invoices of its sub-contractors within 30 days of receipt and shall ensure that the same timescale for payment is passed down its supply chain
Declarations				
10.5	Form of quotation document			<i>Appendix A</i>
10.6	Certificate of bona fide quotation			<i>Appendix B</i>
10.7	Freedom of Information Act Exemption Form			<i>Appendix C</i>
CONTRACTOR RESPONSE (Pass/Fail Question)				
Please indicate acceptance of binding documents and amendments within Section 10 Legal Compliance documents set out above				Yes/No

Section 11 – Evaluation Model	
11.1 Selection Criteria	
Mandatory “Pass/Fail” sections – A Contractor must achieve a pass for all of the parts set out in 11.1.	
RFQ Reference	Mandatory Requirements to <u>pass</u>
General	Questionnaire response in the correct format
General	Questionnaire response received on time
General	All sections fully completed
Section 1	The price shall be within the budget stated in Section 1
Section 2	The Contractor confirms is complies with the Scope of Works
Section 4 - Financial Profile	Self-certifying ‘Yes’ you meet the minimum level of economic and financial standing and/or a minimum financial threshold as set out below and in 4.1: Turnover £100,000
Section 4 – Conflict of Interest	Self-certifying that none of your Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority as stated in 4.3
Section 4 – Legal Proceedings	Self-certifying ‘Yes’ there are no outstanding legal proceedings as set out in 4.4
Section 4 - Insurance	Self-certifying ‘Yes’ commitment to meet the minimum Insurance requirements as set out in 4.5
Section 4 – Health & Safety	Self-certifying ‘Yes’ compliance to Health & Safety criteria as set out in 4.6

Section 4 – Health & Safety	Self-certifying ‘No’ that the organisation has not been prosecuted for Health & Safety offences or evidence of self-cleaning provisions including remedial action to rectify the issues identified
Section 4 - Equalities	Self-certifying ‘Yes’ compliance to Equalities criteria as set out in 4.8
Section 4 – Bribery	Self-certifying ‘Yes’ their Directors or Organisation have not been prosecuted for Bribery
Section 4 - References	Self-certifying ‘Yes’ relevant references can be provided as requested in 4.10
Section 4 – Sub-contractors	Confirming that if sub-contractors are used they will abide by the payment terms of the contract
Section 5 – Financial Information	Select one option from 5.1 that you can provide to demonstrate your economic and financial standing
Section 7 – Health & Safety	Complete SSIP questionnaire
Section 8 – Previous Experience	Must provide details of at least one relevant contract
Section 9 – Price	Confirm you have completed all items in the pricing schedule
Section 10 - Legal Compliance	Self-certifying ‘Yes’ to the acceptance of legal documents

11.2 AWARD CRITERIA

The breakdown of questions and associated weightings from the Pricing Schedule and RFQ are identified below.

Item	No.	Pricing Schedule	Weighting (out of 100%)
Price	<i>n/a</i>	Submitted Price (pricing schedule as shown in Appendix D)	80
		Sub-total	80
		Section 6	
		Quality	
	6.1	Specification of White Goods	5
	6.2	Specification of Coffee Machine	5
	6.3	Specification of Chilled Cabinets	5
	6.3	Specification of Chilled Cabinets	5
		Sub-total	20
		Total	100

Evaluation Criteria

Non-Price elements will be judged on a score from 0 to 5, which shall be subjected to a multiplier so criteria worth 20% will have a 0 - 5 score and a multiplier of 4. The 0 - 5 score shall be based on:

0	Question is not answered or the response is completely unacceptable. i.e. does not meet the minimum requirement or they have completely missed the point of the question.
1	Very poor response and not acceptable – fails to meet minimum requirement/standard; requires major revision to make it acceptable. Only partially answers requirement, with major deficiencies and little relevant detail proposed.
2	Poor response only partially satisfying requirement/standard, with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements.
3	Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
4	Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail, which adds value to the bid. No significant weakness noted.
5	Excellent response. Comprehensive and useful. No weakness noted. The response includes a full description of techniques and measurements to be employed.
Price elements will be judged on the following criteria.	
<p>The lowest price for a response which meets the pass criteria shall score 10. All other bids shall be scored on a pro rata basis in relation to the lowest price.</p> <p>For example - Bid 1 £100,000 scores 10, Bid 2 £120,000 differential £20,000 or 20% remove 20% from price scores 8, Bid 3 £150,000 differential £50,000 remove 50% from price scores 5, Bid 4 £175,000 differential £75,000 remove 75% from price scores 2.5. The lowest score possible is 0. All scores are then subjected to a multiplier e.g. if price has a scoring criteria of 70%, the multiplier will be 7.</p>	

APPENIDX A

Form of Quotation

To: **Central Swindon North Parish Council**
Pinetrees Community Centre, Swindon, SN2 1RF

Title: **MSH Kitchen Project**

Having examined the contents of the Request for Quotation document, terms and conditions of Agreement, product/service specification(s), we offer to carry out the work in conformity with the said conditions for the maximum fixed prices detailed in the attached pricing schedule(s).

We undertake to carry out the works specified within the period stated in the request for quotation.

Our quotation offer shall be binding between us for a period specified from the closing date for receipt of quotations.

Unless and until a formal agreement is prepared and executed this Quotation and a written acceptance thereof shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Quotation you may receive.

We further undertake, if our Quotation is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

Dated this day of 20

Signature _____

Name: _____ in the capacity of _____

duly authorised to sign quotations for and on behalf of:

Witness:

Address:

Occupation/Profession

APPENDIX B

Certificate of Bona Fide Quotation

The essence of selective quotationing is that the client shall receive bona fide competitive quotations, from all those quoting. In recognition of this principle, we certify that this is a bona fide quotation, intended to be competitive and that we have not fixed or adjusted the amount of quotation by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this quotation any of the following:

- (a) Communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotations, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations for the preparation of the quotation;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted;
- (c) Offer to pay or agree 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 have caused to be done in relation to any other quotation or proposed quotation for the said supply / service any act or thing of the sort described above.

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

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in quoting for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

Signed: _____

Name:

Occupation/Profession:

For and on behalf of:

APPENDIX C

Freedom of Information Act 2000 (FOI) Exemption Form

GUIDANCE

The Authority encourages its Contractors to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Contractors should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

PROCEDURE

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

CONFIDENTIAL INFORMATION:

COMMERCIALLY SENSITIVE INFORMATION:

2. The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Contractor consents; or
- Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question); or
- Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense.

Signed

Position

Print Name

Date

APPENDIX D

Pricing Schedule

The Contractor must fully complete the copy of the Pricing Schedule included with this RFQ ensuring all itemised items are individually priced and sections totalled. No alterations shall be made to the Pricing Schedule without the written consent of the Authority's Authorised Officer.

Appendix E

RFQ submission checklist:

Document	Requirements	Checked
RFQ Document	Contractor response fields (yellow) completed	
Pricing Schedule	fully completed and included in submission pack	
Form of Quotation	fully completed and signed and included in submission pack	
Certificate of Bona Fide Quotation	fully completed and signed and included in submission pack	
Freedom of Information Act 2000 Exemption Form	fully completed and signed and included in submission pack	