



**Appendix 4**  
**Supplementary Tender Questionnaire**  
**Guidance Notes**

**Exeter Air Quality Monitoring Continuous Analysers**  
**2017**

## **Supplementary Tender Questionnaire Guidance Notes**

### **General:**

Participants are required to complete the STQ Document in full. This will provide the Council with information relating to the Participant's general professional, economic and financial standing, experience and technical capacity. Selection to participate in this procurement process does not imply any representation by the Council as to the Participant's financial stability, technical competence or ability to carry out the Project.

It is each Participant's responsibility to ensure the Council is not misled. The information provided in a Participant's STQ submission will be relied upon by the Council and taken to be complete, true and accurate. If it is subsequently determined that any information supplied was inaccurate, incomplete or untrue and was relied upon for selection/award purposes, the Council reserves the right to exclude the relevant Participant from the procurement process. In addition, the Council reserves the right to pursue the excluded Participant for all costs which may be incurred in re-commencing this procurement.

Each Participant should ensure that it has read the guidance in this document in full prior to responding, as the information it provides will be relied upon by the Council as being complete, true and accurate.

### **Confidentiality, FOIA and Environmental Information Regulations 2004:**

This STQ document is confidential and it is a condition of each Participant's involvement in this procurement process that it undertakes to keep confidential all matters relating to this procurement process and all other information, whether written or oral, concerning the business and affairs of the Council, which it has received or obtained as a result of the information supplied to it in connection to this procurement process, or in any discussions relating to it. Each Participant shall not disclose that it has been invited to take part in this procurement, nor discuss the submission that it intends to make, other than with professional advisors which need to be consulted.

The conditions referred to above shall apply equally to any consultant, professional advisor or sub contractor consulted by the Participant and it shall be the Participant's responsibility to ensure that any such consultant, professional advisor or sub contractor abides by the terms of the STQ document.

### **Accuracy of the Information and Liability of the Council:**

The STQ document and the information contained within it has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Participants should not rely on the information contained in the STQ document and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in the STQ document is or shall be a promise or representation as to the future conduct of the Council.

Participants considering entering into a contractual relationship with the Council should make their own enquiries and investigations of the Council's requirements beforehand.

The subject matter of the STQ document and the procurement process shall only have contractual effect when it is contained in the express terms of an executed contract. No statement or thing contained in the STQ document or made or undertaken as part of this procurement process is intended to or shall be taken as constituting a contract, agreement, warranty or representation between the Council and any other party.

The Council has not made and is not making any contract, agreement, warranty or representation that a contract will be offered in accordance with the STQ document.

None of the Council's officers, agents or advisors make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the information included in the STQ Document.

The Council does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

Each Participant remains responsible for all costs and expenses incurred by it (including any Relevant Organisation), or by any third party acting under instructions from such Participant in connection with its submissions, and all other work, discussions and or communications in relation to this procurement process whether incurred directly by them or their advisors or sub-contractors.

The terms of any contractual documentation are subject to contract and entirely without prejudice to the legal position of the Council.

The Council is not committed to any course of action as a result of issuing the STQ document or discussions with any party in respect of it.

## Canvassing:

Any Participant which, in connection with this procurement process:

- offers any inducement, fee or reward to any member or officer of the Council or any person acting as an advisor for the Council in connection with this procurement;
- does anything which would constitute an offence under the Bribery Act 2010;
- canvasses any of the persons referred to above in connection with this procurement; and/or
- contacts any officer of the Council about any aspect of this procurement in a manner not permitted by the STQ document,

will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Participant may attract).

## General Instructions for Completion of STQ Submissions:

Please type your answers to each question in the STQ Document directly onto the form (except where submission of documentation is required) the relevant space or tables will expand as you type. If your response includes graphs or charts which cannot be typed onto the form, include continuation sheets and any supporting documents.

All enclosures are to be marked clearly with the name of the company and the question to which they refer.

All questions must be answered in English or accompanied by a full English translation.

Participants not currently operating in the UK should answer all questions, substituting where relevant the appropriate legislation/codes of practice etc. which are applicable within their domestic jurisdiction. Any financial information not in GBP (Great British Pounds Sterling) will be converted at the rate applying on the first day of the month that the STQ submission is due to be returned.

Participants must complete the STQ Document in full and enter an answer to each question; blank spaces are not acceptable. Participants should not include promotional material, company annual reports or general marketing material for the organisation as this will not be taken into account by the Council.

Participants are required to complete and sign their STQ submissions as instructed (including any attachments).

## Evaluation:

Before evaluating a STQ submission, the Council will check the submission for compliance. In the event a Participant has not completed all sections of the STQ Document or not provided all the Required Information the Council reserves the right to exclude that Participant from the procurement process as a whole.

All STQ submissions will then be evaluated consistently and objectively according to the principles set out in this and the STQ Document.

To ensure consistency in evaluation and scoring, the Council's project team which is overseeing this procurement process will review all STQ submissions as a team. The evaluation model which the Council uses is a combination of "Pass or Fail" and "Scored" criteria and this is explained further below.

Questions highlighted requirement set out in	<b>RED</b>	will be pass or fail questions. <b>Any STQ that fails to meet / respond / agree to comply with the each question will be immediately rejected.</b>
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Questions highlighted the response the more	<b>GREEN</b>	may be used to assess your application further. This will be on the basis of the more satisfactory points that will be awarded and scored accordingly in the evaluation matrix.
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All unscored questions require responses where applicable from your company and are for additional information to assist the Council in the evaluation of your company in general terms.

The STQ and your responses made therein will form an intrinsic part of your tender and any contract subsequently entered into thereafter in relation to these works. Any failure to meet your obligations as set out in or agreed to in the STQ and subsequent tender documentation shall result in immediate application of the break provisions specific to this contract.

Where any question or requirement in the STQ asks for insurances, these must be in place within 7 days either of the award of the contract or prior to any works commencing on site (as applicable) and shall remain valid for the entire duration of your contract with the Council. Failure to comply with this condition will render your tender void with immediate effect with no recourse against the employer for your non-compliance in this regard.

Where any question or requirement in the STQ asks for specific accreditation or qualification not already held by your company, or due to expire prior to commencement of the work, such current accreditation/qualification must be in place within 7 days of either the award of the contract or prior to any works commencing on site (as applicable) and shall remain valid for the entire duration of your contract with the Council. Failure to comply with this condition will render your tender void with immediate effect with no recourse against the employer for your non-compliance in this regard.

Any other information requested in the STQ must be provided with your application, by the closing date for submissions.