

Annex A Part 2

GENERAL REQUIREMENTS

1 Project Timescales

1.1 Contract schedule - as stated in Part A para 12 of the RFQ

1.2 Implementation schedule

The play areas are used quite heavily during the school holiday periods. For this reason it is highly desirable for the installation works to occur outside of the school holidays and hence, ideally, completion of the installation works should be by end March 2019 at the latest.

2 Quality standards

All equipment supplied under this contract should comply with inter alia:

- European Playground Standards EN1176 and 1177.
- Pressure treated Timber products should meet EN351 -1 and EN 335-2.
- All paints used to be lead free in accordance with EN71.
- Quality of materials supplied should be monitored using ISO 9001 quality assurance procedures

Where these requirements are not met by your proposal then details of the standards that can be met should be provided; those that cannot be met must be clearly identified in your submission.

3 Site Inspections

The play areas are open to the public during daylight hours and can be inspected without prior notice. If you would like a representative of the Council to be present should you wish to visit then please contact the parish council office giving one weeks notice.

4 On-site safety / Health & Safety

The Play Areas 2 and 3 will need to be closed to the public during installation activity. The contractor will need to ensure that the public cannot access the play area both when operatives are present and when they are not.

Play Area 1 is unfenced and a temporary fence will need to be erected to avoid members of the public interfering with the installation activity.

A statement describing the steps to be taken to ensure the safety of contractor's staff and of the public should be provided with the submission.

5 Warranties / guarantees

We would expect all equipment to have minimum of 15 years guarantee. Any exceptions to this should be clearly identified in your submission.

Surfacing and fencing should be guaranteed for a minimum of 5 years.

6 Insurance cover

The contractor should have insurance cover as follows:

- Public Liability £10M
- Professional Indemnity £ 5M
- Employers Liability £ 5M

----- End of Annex A -----

ANNEX B

Mayfield & Five Ashes Parish Council

Contractual Terms & Conditions

Introduction

- 1.1 This document applies to all contracts placed by Mayfield and Five Ashes Parish Council, hereinafter referred to as 'The Council', over £25,000 in value.

Any Request for Quotation or Tender process will be conducted in a manner that ensures submissions are evaluated fairly to ascertain the economically most advantageous tender whilst giving due weight to the meeting of the requirements.

For the purposes of this document 'RFQ' and 'tender' shall be deemed synonymous.

Instructions to Bidders

Questions about this RFQ

- 2.1 You may submit, by no later than the date given in the RFQ any queries that you have relating to the RFQ. Queries should be submitted to the Council clerk via email: clerk@mayfieldfivesashes.org.uk
- 2.2 Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually. As far as is reasonably possible, the Council will respond to all reasonable requests for clarification of any aspect of the RFQ and supporting documents in accordance with the following paragraph, provided they are received before the above deadline. No queries received after the above deadline will be answered.
- 2.3 Answers to questions received by the Council will be circulated by email to all bidders other than any that have made a “no bid” notification (see below) on or before the stated date given in the RFQ. All questions and their answers will be circulated to all bidders (without revealing the identity of the individual bidder that put forward a particular question).

No Bid Notification

- 2.4 If having read the RFQ documentation you decide not to submit a response, the Council would appreciate being informed, ideally including your reasons (though you are under no obligation to do so). Please send this information marked “No Tender” to the e-mail address: clerk@mayfieldfivesashes.org.uk

Instructions for return of submissions

- 2.5 A single electronic submission can be made to the e-mail address given in the RFQ and should be in English and in Microsoft Word / pdf format addressed to the Council clerk.
- 2.6 Late submissions will not be considered unless the Council is satisfied that the delay was caused by reasons outside of the bidder's control.
- 2.7 Following the selection of the preferred supplier the Council will provide unsuccessful tenderers with the reasons for its decision.

Freedom of Information and transparency

- 2.8 The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Council. Bidders should be aware of these obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Council. Information provided by a bidder in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Council in response to such a request, unless the Council decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved. Such designation alone may not prevent disclosure if in the Council's reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).
- 2.9 Additionally, the Government’s transparency agenda requires that tender documents (including RFQs such as this) are published on a designated, publicly searchable web site which is called “Contracts Finder”. The same applies to other tender documents issued by the Council (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Council with its preferred supplier once the procurement is complete. By submitting a response to an RFQ you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Council or contracts with its suppliers fail to be disclosed the Council will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

Intellectual Property

- 2.10 All intellectual property rights in the Council's RFQ and all material provided by the Council to applicants in connection with an RFQ are and shall remain the property of the Council.

Warnings/Disclaimers

- 2.11 Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify a submission from being considered and may constitute a criminal offence.

- 2.12 You must not:

- tell anyone else what your tender price is or will be, before the time limit for delivery of tenders
- try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders
- make any arrangements with another organisation about whether or not they should tender, or about their or your tender price

Failure to comply with any of these conditions may disqualify your tender.

- 2.13 Nothing contained in this RFQ or any other communication made between the Council or its representatives and any person shall constitute an agreement, contract or representation (except for the formal written contract between the Council and its preferred supplier). Receipt by the tenderer of an RFQ does not imply the existence of a contract or commitment by or with the Council for any purpose and tenderers should note that an RFQ may not result in the award of any business.
- 2.14 It is the responsibility of tenderers to obtain for themselves at their own expense all additional information necessary for the preparation of their response to an RFQ. No claims of insufficient knowledge will be entertained.
- 2.15 The information contained in an RFQ and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- 2.16 The Council reserves the right to change any aspect of, or cease, the tender process at any time.
- 2.17 By issuing an RFQ the Council is not bound in any way and does not have to accept the lowest or any tender.

- 2.18 You will not be entitled to claim from the Council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful and regardless of whether a contract is awarded.

Tender Validity

- 2.19 Your tender should remain open for acceptance of a period of 90 days from the last date for receipt of tenders. A tender valid for a shorter period may be rejected.

Consortia Bids

- 2.20 If you are bidding in association with another supplier you must explain the structure of your bid. Failure to do so may lead to your bid being disqualified.

For example if you are bidding as a lead partner you must explain how the other organisations involved with your team will support you, and take over responsibility for performing the contract in the event that for some reason you are unable to continue.

If you are intending to bid as a consortium and to establish a new legal entity to perform the contract please give full details of how that entity will be constituted, including its legal status, who will own it and in what proportions. The Council may require cross guarantees to be provided by all members of the consortium.

Summary of timetable

- 2.21 A summary of the timetable that applies to the relevant procurement will be included in the relevant procurement documentation ie RFQ. The Council reserves the right to alter this timetable by notice to bidders

Checklist of documents to be returned

- 2.22 You are required to return the following documents
- (a) your RFQ response Part C, together with the answers to the specific questions requested.
 - (b) copies of the insurance documents
 - (c) the Pricing Schedule
 - (d) a copy of your Data Protection Policy
 - (e) the completed and signed Form of Tender (see below)

Insurance

3.1 Please enclose documentary evidence to show that you have the following types and amounts of insurance cover. This should be a copy of the relevant policy together with proof of payment of the current years' premium.

Employers Liability Cover – minimum cover £5 million

Public Liability Insurance Cover – minimum cover £10 million per claim

Professional Indemnity Insurance – minimum cover £5 million for claims arising from a single event or series of related events in a single calendar year.

Pricing Schedule

4.1 All pricing should be in pound sterling (£GBP).

If applicable please convert your currency into UK sterling using the rate published by the European Central Bank on the date you submit your tender

The pricing information shall be as required in the RFQ

Where value added tax is applicable this shall be clearly stated.

Data Protection

5.1 Tenderers must provide a copy of their Data Protection Policy and demonstrate that they are GDPR compliant.

Evaluation Criteria

6.1 The scoring criteria shall be as stated in the RFQ

Where a question is scored the scores will range from 0 to 5. Each score has the following meaning:

0. Unacceptable
1. Unsatisfactory - below requirement
2. Weak - well below requirement
3. Meets requirement
4. Good – exceeds requirement
5. Outstanding – considerably above requirement

Weightings are given to each of the questions that are scored. Your total score will be determined by the aggregate of the scores for each question once multiplied by the applicable weighting.

Applicable Law

7.1 The laws of England shall apply to all contracts awarded by the Council.

Disclaimers

8.1 Whilst the information in this RFQ, and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

8.2 Neither the Council, nor their respective officers, members, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ; or
- accepts any responsibility for the information contained in the RFQ or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

8.3 Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the RFQ should make their own investigations and their own independent assessment of the Council and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFQ or any other associated documents is only authorised to be provided following a query made in accordance with Part A of this RFQ.

-----End of Annex B - Contractual Terms & Conditions -----

Form of Tender follows.

Form of Tender

To: The Council

1. Having considered the request for quotation / invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the goods/services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by the Council for three months from the date below.
5. We understand that the Council is not bound to accept the lowest or any tender it may receive.
6. We certify that this is a bona fide tender.

.....
Signature (duly authorised on behalf of the Bidder)

.....
Print name

.....
On behalf of (organisation name)

.....
Date