

**Corby Borough Council**

**Request for Quotation:**

**Fire alarm deene House**

|  |
| --- |
| **This Response Document has been returned by** |
| **Quoting organisation to insert Company name here** |

When completed, please return **two hard copies and a copy electronically saved on a CD** ofthis document. USB / Memory Sticks cannot be accepted.

Please ensure that Appendices 3, 4 and 5 are completed.

Please mark envelopes/packages with only “**Request for Quotation Response: FIRE ALARM DEENE HOUSE (Private and Confidential)**”and with no company markings or anything else which might identify your organisation e.g. personalised franking, and return to:

Democratic Services Manager

Corby Borough Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

***Note that the Council cannot accept the return of completed Request for Quotation responses by e-mail.***

|  |
| --- |
| **To be received not later than 12:00 noon on Friday, 2nd February 2018****Late submissions will be disregarded.** |

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**Definitions**

|  |  |
| --- | --- |
| **Term or Acronym** | **Definition** |
| EIR | Environmental Information Regulations 2004 |
| RFQ | Request for Quotation – this document. |
| CBC | Corby Borough Council |
| BAFE | British Approvals for Fire Equipment |

**1 Request for Quotation**

* 1. **Summary**

This invitation for the submission of a quotation is issued by Corby Borough Council for the supply and installation of a fire alarm panel in Deene House. Precise details of the requirements can be found within the specification starting on page 20.

* 1. **Scope**

CBC requires a replacement fire alarm for their Deene House premises, which form part of a building in Corby town centre. The Council’s premises comprise offices spread over three storeys and are occupied 7 days a week. Access to the premises is primarily from the town centre side of the building via a door entry system to prevent unauthorised access. Maintaining the security of the premises whilst works are carried out is vital.

It is a condition of this request for quotation that all organisations invited to quote must have visited the site and met the Project Manager to assess the extent of the requirements prior to submitting their quotation.

The Project Manager will notify organisations invited to quote of site visit arrangements. The site visit will also provide an opportunity for organisations to ask any questions about the requirement or about the quotation process.

1. **Quotation Requirements**
	1. **Conditions of Quotation**
		1. The quotation must be received via post no later than the specified date and time**.** Quotations should be submitted to the Officer detailed on the front page of this document. Any quotation received after that time will be rejected by the Council.
		2. This document should be completed and returned to the address above. You may also have been asked to provide additional information. Please do not provide any additional information other than that which has been specifically requested. Any such information will be disregarded.
		3. The Form of Quotation in the Request for Quotation document must be signed by the Quoting organisation. The whole document should be returned to the address shown on the front of this document.
		4. The Request for Quotation document should include all the information which the quoting organisation feels necessary for an accurate and equitable evaluation of their proposal. Reference should not be made to previously submitted information and all aspects of the Request for Quotation are to be addressed. The submission is to be self contained. The quoting organisation should not rely on the Council’s past experience as evaluations will be based only on the information contained within the submission.
		5. Where the Council has imposed word limits, these are intended to be indicative only. Quoting organisations are strongly requested to adhere as closely to these as possible, but there will be no penalty for responses which exceed these.
		6. The Council asks that you do not use acronyms in your responses or where these are necessary, that an explanation of the acronym be provided for consideration.
		7. Completed Request for Quotation documentation should arrive at the reception of the Corby Cube not later than the date and time on the front of this document. Late submissions will not be considered. Fax and e-mail submissions will not be considered, even if received before the date indicated.
		8. The envelope should not bear any indication of the identity of the either on the envelope or in the franking.
		9. Quoting organisations should hold their quotation open for a minimum of 90 days from the date of opening.
		10. The Council does not bind itself to accept the lowest or any quotation.
		11. If you have any queries about the information contained within this document please contact the Officer detailed at the Contacts section of this document.

The Council will use all reasonable endeavours to answer all written enquiries prior to the quotation submission date but is not bound to respond to questions received after the deadline for questions in this document. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be communicated, in a suitably anonymous form, to all quoting organisations who have expressed an interest in responding.

* + 1. This procurement is evaluated in two distinct stages, The RfQ Questionnaire (part 6) and then, if the organisation pass this, the RfQ submission (part 8). The Evaluation Panel will not consider details provided in the RfQ Questionnaire (e.g. experience and references) during their evaluation of the RfQ submission unless specifically referred to by the quoting organisation. Likewise, the answer to one question will not be considered as an extension to the answer of another question unless this is specifically referenced.
		2. Once the submitted bids have been evaluated, the Council reserves the right to hold clarification meetings with no fewer than the top two highest scoring organisations. No new criteria will be introduced at these meetings, rather on the basis of these clarification meetings, the Council may choose to revise an organisation’s score for each response to an evaluation question, either up or down to reach a final score.
		3. The Council will then make its award decision, if appropriate.
		4. The award is subject to the completion of formal contract documents.
	1. **Costs and Expenses**

The quoting organisation is responsible for preparing all information necessary for the preparation of its quotation and all costs, expenses and liabilities incurred shall be the responsibility of the Quoting organisation. Further, it is the responsibility of the quoting organisation to obtain for itself, at its own expense, any additional information necessary for the preparation of their quotation.

* 1. **Alternative Quotations**

Invited organisations may submit (an) alternative quotation(s); but must also submit a conforming quotation.

* 1. **Changes to the RFQ**

Quotations must not be qualified but must be submitted strictly in accordance with these instructions. Quoting organisations are not permitted to make unauthorised changes to these documents.

No unauthorised alterations or additions should be made by the quoting organisation to the Form of Quotation, or to any other component of the Request for Quotation document.

The Council reserves the right to make changes to these documents and issue supplementary information at any time. Under no circumstances shall the Council incur any liability in respect of such events.

Quoting organisations will not be allowed to alter their quotations after the closing date, except that arithmetical errors may be corrected.

* 1. **Freedom of Information Act**

The Council is subject to the provisions of the Freedom of Information Act (FOI) 2000 and the Environmental Information Regulations Act 2004. If the Quoting organisation considers that any information supplied by it is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for the sensitivity given. In such cases the relevant material will, in response to FOI requests, be examined against exemptions provided for under FOI.

Quoting organisations shall treat all information supplied by the Council in connection with this RFQ as confidential. However such information may be disclosed as necessary for the purpose of obtaining quotations or Insurance quotes.

* 1. **Request for Quotation Questionnaire**

The Specification (Appendix 1) describes the Council’s requirement in detail. The Request for Quotation Questionnaire contains a series of questions to determine both the nature of the bidding organisation and the quality of the bid. These questions will be marked in the manner detailed. Each question should be answered in full. Additional information in the form of attachments will not be examined unless it has been specifically requested within the question.

* 1. **Completion of the Pricing Schedule**

Quoting organisations must fully complete the Pricing Schedule; any additional costs to be imposed should be listed in the relevant box. Please note that the Council will not be liable for any costs not identified within the pricing schedule unless there are mutually agreed changes to the requirement. All prices submitted shall be in pounds sterling and exclusive of VAT. Payment frequency is detailed within the Terms and Conditions document.

* 1. **References**

Please identify three relevant referees within the boxes provided. These should be referees which have received a similar service to the Council’s requirement from your organisation within the last 5 years. Unsatisfactory reference could result in an offer being withdrawn.

* 1. **Terms and Conditions**

The offer made by the Quoting organisation is to be made in strict accordance with the Terms and Conditions at Appendix 2. The Council reserves the right not to accept ‘conditional quotations’.

1. **EVALUATION OF QUOTATIONS**

The Council does not bind itself to accept any or the lowest quotation. Nothing contained in this document is intended to create a contract between the Quoting organisation and the Council.

The Council will evaluate quotations based on a mixture of quality and cost considerations – the Most Economically Advantageous Quotation.

1. **Non Price Scoring**

The scores available for each question are detailed below. Each question will be scored out of 10 using the table below. So for example, if a Quoting organisation scores 7 / 10 on a question worth 15% of the total, they will receive 10.5% on that question.

| **Score** | **Criteria for awarding score** |
| --- | --- |
| 0 | No response is provided. |
| 1 | Response fails to answer the question asked and is inconsistent or in conflict with other responses provided. |
| 2 | Response answers some elements of the question, providing no detail and may be inconsistent or in conflict with other responses provided. |
| 3 | Response answers the majority of the question, but does not provide the required level of detail and may be inconsistent or in conflict with other responses provided.  |
| 4 | Response answers the whole question, but does not provide the required level of detail and may be inconsistent or in conflict with other responses provided. |
| 5 | Response answers the whole question, providing a suitable level of detail. |
| 6 | Response answers the whole question, providing a suitable level of detail, taking account of some additional elements which may enhance the service required. |
| 7 | Response answers the whole question, providing a considerable level of detail, taking account of some additional elements which may enhance the service required. |
| 8 | Response answers the whole question, providing a considerable level of detail, paying significant attention to additional elements which may enhance the service required. |
| 9 | Response answers the whole question and is tailored to the locality of the service required (i.e. Corby), providing a considerable level of detail, paying significant attention to additional elements which may enhance the service required. |
| 10 | Response answers the whole question and is tailored to the locality of the service required (i.e. Corby), providing a considerable level of detail. The response also takes account of additional factors, (economic or demographic, for example) and identifies price and / or quality initiatives, which may affect or enhance the service required, demonstrating innovation and creativity. |

**3.2 Price Scoring**

The lowest cost quotation will receive the highest mark available in the Price sub-heading, all other quotations will receive a pro rata score based on that lowest price.

The total price figure will be converted into points by applying the formula:

Lowest price bid divided by Quoting organisation’s price multiplied by 100%

For example, if the Quoting organisation’s price is £100, and this is also the lowest price, the calculation is 100 / 100 x 100% = 100% of the available weighting

A bid of £200 would be calculated as 100 / 200 x 100% = 50% of the available weighting.

**3.3 Evaluation Criteria and Weightings**

**Request for Quotation Questionnaire**

| **Section Headings and Sub-Headings** | **Maximum Available Section Score**  | **Weighting Within Sub-Heading** |
| --- | --- | --- |
| **6.1.** | **General Information\*** | Pass / Fail | Pass / Fail |
| **6.2.** | **Financial Information\*** | Pass / Fail | Pass / Fail |
| **6.3.** | **Insurance Information\*** | Pass / Fail | Pass / Fail |
| **6.4** | **Policies\*** | Pass / Fail | Pass / Fail |
| **7.** | **Experience and References\*** | Pass / Fail | Pass / Fail |

\*The Council reserves the right to exclude a Quoting organisation based on this information

The Council will apply the following criteria. Each non-price criteria will be assessed via a response to an evaluation question and these questions appear under Section 8 Quality Questions.

**Quality Questions**

|  | **Section Headings and Sub-Headings** | **Weighting Within Sub-Heading** | **Weighting Within Total** |
| --- | --- | --- | --- |
| **Quality Questions (40%)** |
|  | Disruption | 20.00% | 8.00% |
|  | Communication | 5.00% | 2.00% |
|  | Support | 10.00% | 4.00% |
|  | Competency | 20.00% | 8.00% |
|  | Industry Quality Standards | 20.00% | 8.00% |
|  | Lifecycle / Spares | 10.00% | 4.00% |
|  | Working Hours | 5.00% | 2.00% |
|  | Workforce & Sub-Contractors | 5.00% | 2.00% |
|  | Implementation Plan | 5.00% | 2.00% |
| **Pricing (60%)** |
|  | Total Cost | 100.00% | 60.00% |
|  | **Grand Total** |  | **100.00%** |

**Clarification Meetings**

The Council reserves the right to ask Quoting organisations to clarification meetings to clarify their written responses to the evaluation questions or to demonstrate their product.

As a result of these clarification meetings, an applicant’s evaluation scores in respect of their written responses to the evaluation questions may be moderated upwards or down.

**Timetable**

|  |  |
| --- | --- |
| RFQ Circulated | Friday, 19th January 2018 |
| Deadline for clarification questions | Friday, 26th January 2018 |
| Deadline for completed RFQ | Friday, 2nd February 2018 |
| Evaluation | Tuesday, 6th February 2018 |
| Clarification interviews (if required) and award | W/C Monday, 5th February 2018 |
| Contract awarded | Thursday, 8th February 2018 |
| Pre-contract meeting (if required) | Mid February |
| Contract start | Monday, 12th March 2018 |
| Contract completion | Monday, 23rd April 2018 |

The Council reserves the right to amend these dates.

**4 Invitation to Submit a Request For Quotation**

When completed, please return **two hard copies** of this document to:

Democratic Services Manager

Corby Borough Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

To arrive by **no later than 12:00 noon on Friday, 2nd February 2018**

***Please note that******no other identifying mark should appear on the envelope. Failure to observe this will mean the quotation will be disqualified.***

**5 Contacts**

In the event of any queries or requests for further information arising from this Request for Quotation, please contact:

Marion Williams (Principal Facilities Manager)

marion.williams@corby.gov.uk

***Note that the Council cannot accept the return of completed Request for Quotation responses by e-mail.***

If the Council considers any question or request for clarification to be of material significance, both the query and the response will be communicated, in a suitably anonymous form, to all service providers / suppliers who have responded.

**6** **REQUEST FOR QUOTATION QUESTIONNAIRE**

| **6.1 GENERAL INFORMATION\*** |
| --- |
|  | Name of Organisation | **Click here to enter text.** |
|  | Contact Name for Enquiries | **Click here to enter text.** |
|  | Job Title | **Click here to enter text.** |
|  | Address (inc. Postcode) | **Click here to enter text.** |
|  | Telephone Number | **Click here to enter text.** |
|  | Email Address | **Click here to enter text.** |
|  | Company / Charity Registration Number (if appropriate) | **Click here to enter text.** |
|  | Are you an SME? i.e., a company with a workforce of less than 250 employees? | **Choose an item.**Size of workforce: **Click here to enter text.** |

| **6.2 FINANCIAL INFORMATION\*** |
| --- |
|  | Do you have two years of audited accounts?  | **Choose an item.** |
|  | **If ‘yes’, please provide copies of these accounts.**If no, provide details of your financial background. | Included**Choose an item.** |
|  | Would you give permission to the Council to undertake a Credit Check on your organisation with a reputable Credit Reference Agency? Please note that the information derived from such a check would not be used on its own to determine your financial standing nor in itself provide grounds for exclusion. | **Choose an item.** |
|  | Turnover Please indicate the turnover of the organisation for the past two years: | TurnoverYear ended: **Click here to enter text.**£ **Click here to enter text.**Year ended: **Click here to enter text.**£ **Click here to enter text.** |
|  | ProfitPlease provide the pre-tax profit (or loss) for each of the last two years | Profit (loss)Year: **Click here to enter text.** £ **Click here to enter text.**Year: **Click here to enter text.**£ **Click here to enter text.** |
|  | Net worthPlease provide the organisation’s net worth / shareholders funds (or net liabilities) at the date of the latest accounts | Net WorthDate: **Click here to enter text.**Net worth £ **Click here to enter text.**Net assets / net liabilities |
|  | Cash / CreditWhat is your present cash & credit position? | Cash / Credit (overdraft)Date: **Click here to enter text.**£ **Click here to enter text.** |

| **6.3 INSURANCE INFORMATION\***Please submit copies of your Insurance Certificates with your response. |
| --- |
|  | Employers liability, not less than £10,000,000 | £ **Click here to enter text.** |
|  | Public liability, not less than £5,000,000 | £ **Click here to enter text.** |
|  | Professional Indemnity Insurance, not less than £1,000,000  | £ **Click here to enter text.** |
|  | Product Liability Insurance = £5,000,000 | £ **Click here to enter text.** |

| **6.4 Policies\***Please confirm whether your organisation has the following policies, which comply with current legislative requirements. |
| --- |
|  | Quality Management | **Choose an item.** |
|  | Health and Safety | **Choose an item.** |
|  | Equalities | **Choose an item.** |
|  | Environmental Management | **Choose an item.** |

\* Please remember that your bid may be excluded based on the information provided in these sections.

**7 Experience and References**

|  |
| --- |
| **Referee 1** |
| Organisation: | **Click here to enter text.** |
| Address: | **Click here to enter text.** |
| Contact Name: | **Click here to enter text.** |
| Telephone No: | **Click here to enter text.** |
| E-mail Address: | **Click here to enter text.** |
| Approximate Value: | **Click here to enter text.** |
| Please provide a brief description of the contract delivered including evidence as to your technical capability in this market. If you cannot provide at least one example, please provide an explanation for this e.g. your organisation is a new start-up. |
| **Click here to enter text.** |

|  |
| --- |
| **Referee 2** |
| Organisation: | **Click here to enter text.** |
| Address: | **Click here to enter text.** |
| Contact Name: | **Click here to enter text.** |
| Telephone No: | **Click here to enter text.** |
| E-mail Address: | **Click here to enter text.** |
| Approximate Value: | **Click here to enter text.** |
| Please provide a brief description of the contract delivered including evidence as to your technical capability in this market. If you cannot provide at least one example, please provide an explanation for this e.g. your organisation is a new start-up. |
| **Click here to enter text.** |

|  |
| --- |
| **Referee 3** |
| Organisation: | **Click here to enter text.** |
| Address: | **Click here to enter text.** |
| Contact Name: | **Click here to enter text.** |
| Telephone No: | **Click here to enter text.** |
| E-mail Address: | **Click here to enter text.** |
| Approximate Value: | **Click here to enter text.** |
| Please provide a brief description of the contract delivered including evidence as to your technical capability in this market. If you cannot provide at least one example, please provide an explanation for this e.g. your organisation is a new start-up. |
| **Click here to enter text.** |

**8 Quality Questions**

This section is worth **40%** of the overall score. Please answer all the questions fully but concisely taking the specification into consideration.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.1:** | **Max Score Available:** | 20% | **Word Limit:** | 100 words |
| Can you advise how you would minimise disruption during the installation process? Please give examples of similar installations you have completed in occupied office space ? |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.2:** | **Max Score Available:** | 5% | **Word Limit:** | 100 words |
| Can you advise how you would communicate with the client during the installation process? |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.3:** | **Max Score Available:** | 10% | **Word Limit:** | 100 words |
| Can you detail what support you would provide during the defect / warranty period? |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.4:** | **Max Score Available:** | 20% | **Word Limit:** | 250 words |
| In addition to BAFE SP203-1 (Design, installation, commissioning/handover of fire detection systems) Do you hold any additional third party accreditation?* If so, what assessment have you undergone and can you provide proof of the outcome?
 |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.5:** | **Max Score Available:** | 20% | **Word Limit:** | 200 words |
| Please explain how your fire alarm system meets the relevant industry quality standards and the quality standards identified within the specification? |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.6:** | **Max Score Available:** | 10% | **Word Limit:** | 200 words |
| Can you please explain the lifecycle expectation of the system you have proposed, along with the availability of spare parts? |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.7:** | **Max Score Available:** | 5% | **Word Limit:** | 100 words |
| Please briefly explain how you will be able to facilitate working within areas outside of normal office hours (between 6:00pm and 10:00pm), as defined in the specification as corridors, staircases and other small/tight spaces.* Please include how many hours work would be required out-of normal office hours.
* This should be no more than one third of the time allocated to this project at the most.
 |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.8:** | **Max Score Available:** | 5% | **Word Limit:** | 200 words |
| Please describe briefly what workforce and resources you will use to undertake the specific works.Please include:* Brief details of any subcontractors you propose to use;
* The aspects of the installation works they will perform; and
* How you will assess their competency?
 |
| **Answer:** |
| **Click here to enter text.** |
| **Word Count:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8.9:** | **Max Score Available:** | 5% | **Word Limit:** | N/A |
|  |
| Please provide a detailed implementation plan explaining how you will meet the timescales set out in the Specification document. |
| **Answer:** |
| Programme attached to response? | Choose an item. |

**9** **Pricing Schedule**

This section is worth **60%** of the overall score.

The lowest price will receive 60% and all other prices will receive a percentage score based on how far they exceed the lowest price based on the following formula:

Lowest price divided by bid price multiplied by 60% e.g.:

£50 £50 / £50 = 1 x 60 = 60%

£75 £50 / £75 = 0.67 x 60 = 40%

£100 £50 / £100 = 0.50 x 60 = 30%

|  |
| --- |
| **Pricing Schedule** |
|  | Product cost | £ **Click here to enter text.** |
|  | Installation cost | £ **Click here to enter text.** |
|  | Hourly out-of-hours rate | £ **Click here to enter text.** |
|  | Additional costs not otherwise specified | £ **Click here to enter text.** |
|  | **Total Cost** | **£ Click here to enter text.** |

Please complete the Price Breakdown below and include the cost of each item of equipment, your installation costs, including labour, materials, skip hire / licences and so on as appropriate and also any additional costs.

All your costs for the contract must be included in your return; any costs which are not included will not be met by the Council.

Please add or remove rows to form the Price Breakdown table as necessary.

| **Detailed Price Breakdown** |
| --- |
| **9.1** | **Product** | **Cost** |
|  | Item: |  |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | **Sub-Total** | **£** **Click here to enter text.** |
| **9.2** | **Installation** | **Cost** |
|  | Item: |  |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | **Sub-Total** | **£** **Click here to enter text.** |
| **9.3** | **Out-of Hours work** | **Cost** |
|  | Item: |  |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | **Sub-Total** | **£** **Click here to enter text.** |
| **9.4** | **Additional Costs not otherwise specified** | **Cost** |
|  | Item: |  |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
|  | Click here to enter text. | Click here to enter text. |
| **9.5** | **Total Cost** | **£** **Click here to enter text.** |

All your costs for the contract must be included in your price; any costs which are not included will not be met by the Council subsequently.

|  |
| --- |
| **10 Signature** |
| **Signature on behalf of Company** |
| I / We the undersigned, hereby quote and offer to provide the Contract as detailed in the Council’s Request for Quotation documents. Our quote is based on our best estimate of the costs of providing the goods or services as specified by the Council and remains valid for 90 days from the published deadline for submission. |
| Name: | **Click here to enter text.** |
| Job Title: | **Click here to enter text.** |
| Signature: |  |
| Date | **Click here to enter text.** |
| For and on behalf of: | **Click here to enter text.** | (Company) |

**APPENDIX 1 – SPECIFICATION**

## PART 1 – General

* 1. **Scope of Work:**

To design, supply and install an Analogue or Digital Addressable Fire Detection and Alarm System at Deene House, Corby, Northamptonshire in accordance with the details specified herein and in accordance with supplied drawings (contractors must note the drawings are not in dwg format and are indicative and they must satisfy themselves that the drawings are accurate, dwg drawings are to be supplied by the successful contractor with regards to the as installed drawings). This information is intended as a guide to designers, contractors and surveyors in the preparation of their detailed specification and drawings and therefore do not provide comprehensive design and installation information. The proposed system must be installed whilst maintaining the operation of the existing system.

A full asbestos survey was completed in December 2017, it includes Echo Personnel Offices and the Deene House Garage. A copy of this report is included with this Request for Quotation.

**Please note that due to the findings of this report, any fire panel in Echo Personnel must be surface mounted without accessing the ceiling voids**

The Contractor shall be a British Approvals for Fire Equipment (BAFE) registered company who are certificated for the design, installation, commissioning/Handover and Maintenance of Fire detection and alarm systems meeting their SP201 (LPS 1014) adopted scheme requirements or similar as a minimum

The system shall include all materials, equipment and wiring required to install the complete Fire Detection and Alarm System with remote monitoring and interfacing. The system shall include but not be limited to two control panels (one in the entrance to Deene House and one repeater panel in the Echo Recruitment office), and detectors, call points, audible and visual alarm indicating devices and relays. Pictorial zone charts are to be placed at each fire alarm panel.

The installation shall include the laying of all cables required for connection of the detection, alarm indicating and other devices along with connections to the power supply as appropriate to the design. All cabling shall conform to the requirements and recommendations of the Fire Alarm Control Panel manufacturer and be installed in an approved form of containment such as basket, tray or conduit. Any openings /chasings in walls, ceilings or floors shall be fire-stopped as appropriate and made good, including decoration.

The system shall be designed such that no more than 75% of the available signalling / detection loop capacity is employed to allow for future requirements.

Upon completion, the contractor will demonstrate the system in a final acceptance test to Corby Borough Council and or their appointed representativebefore providing staff training to the Facilities Team and handing over the operational and maintenance manuals.

The bidder is advised to visit the site to fully familiarise himself/herself of the existing installation and the nature and accessibility or otherwise of existing ceiling voids. A site visit is required prior to making an offer by the Contractor also to ascertain the redundant equipment that is to be stripped out. No additional claim arising from failure to view will be entertained.

Once the new system is formally accepted, the existing system is to be decommissioned and where possible removed carefully without damaging devices and associated base units etc to the satisfaction of CBC and handed back to CBC Facilities.

The Successful Contractor shall be responsible for the following:-

A Site Visit to establish the exact nature of the building in respect of, but not limited to, nature of the Employer’s activities in the building, determine the accuracy of the floor plans, the accessibility of voids etc. for the concealment of wiring, limitations in place by security measures and the detailed inspection of the Asbestos Registers.

The production of a programme detailing the design period, the consultation period, the mobilisation period, the phased installation programme, commissioning period, soak period, strip out of existing system and the making good damaged finishes and strip out of the existing fire alarm system.

Attendance at a meeting with the Project Manager / Fire Safety Advisor to be held on Site to discuss the proposed programme and to participate in a risk assessment process to modify the design where necessary.

Updating both programme and drawings showing the development of the design following the consultation with CBC.

The application for Permits to Work and Permits to Isolate to the relevant officers of the Employer and the submission of the necessary Risk Assessments and Method Statements.

Attendance at a Pre Start meeting with the Employer and interested ‘lay’ parties to describe the Works and establish a working relationship with the Department representatives.

Liaise with the current system’s Measured Term Maintenance Contractor to prevent false alarms arising from the Works and to establish the exact quantity and nature of interfaces and to interface the proposed system with the existing system to allow duplex reporting of alarm states and activation of warning devices.

The provision and installation of replacement fire detection and warning systems.

Ensuring builders work and fire stopping associated with the fire alarm and low voltage installations are complete.

The attendance at fortnightly Site Progress meetings with the Employer presenting updated programmes as may be appropriate.

The provision of preventative and corrective maintenance for 12 months following the Employer’s formal acceptance of the systems.

Related Work:

The Contractor shall refer to site drawings and shall conduct a site visit to determine existing conditions and extent of work and how best to phase work with minimum disruption to existing occupier’s operations, the new fire alarm system must also be installed whilst maintaining the operation of the existing fire alarm system.

The Contractor shall provide a quotation which is a firm and fixed price open for acceptance for 90 days from the date of issue. The contractor price will reflect any phased works within their cost return breakdown in the attached form of proposal including all labour, materials, drawings, permits and approvals needed to furnish, install, and test all such equipment, including (but not limited to) equipment / services specified as per below general specification:

Out-of-Hours working/provision:

Corby Borough Council appreciates that some elements of this work will need to be undertaken out of normal office hours, but expects that no more than one third of all works should require completion out of normal office hours.

For the purpose of clarification, out of normal office hours will be between 6:00pm and 10:00pm, as it relates to this specification and associated suite of procurement documents.

For this purpose, we propose that the following areas and locations **may** be accessed out of normal office hours:

* Corridors;
* Staircases; and
* Other small/tight spaces.

Additional Requirements but not limited to:

* + - Provide excavating and backfilling for any cable ducts
		- Core drilling of floors and walls
		- Required fire stopping
		- Making good including decoration
		- Electrical installation to conform to current British Standards or equivalent and all other applicable regulations
		- Interface with plant where required
		- Coordination of works with other trades and site staff
		- Drawings, including schematic, electrical, and layout drawings
		- Operating instructions (O&M Manuals) Electronically and hard copy
		- As – Built drawings electronically and hard copy
		- Staff training

Equality Act 2010

The appropriate design requirements shall include for people with disabilities, as detailed in the following pages.

Asset Life Expectancy

All equipment installed on this project must be supported by the manufacturer for a period of at least 10 years from the date of completion and handover of the system to CBC.

Warranty

All equipment and devices etc. shall be covered by a minimum 12 month warranty against manufacturers defect. Any product, device etc. found to be defective must be replaced by the successful contractor at no cost to Corby Borough Council, this includes any ancillary costs, such as labour, travel, etc.

## System Description:

Performance Objectives:

A British Standard 5839: 1: 2017 automatic fire detection and alarm system will be provided to achieve the following objectives but must provide coverage commensurate with an enhanced category L3 system (with variations where agreed and allowed).

* + - To provide early warning of the presence of fire, by use of automatic and manual fire detection devices.
		- To interface with gas inlet valves, heating and ventilation systems to ensure the achievement of appropriate plant shutdowns in the event of an activation.
		- The system must cover the main boiler room and associated shafts.
		- To return all lifts to a designated safe floor level, as approved by the Relevant Authority and disable them until the fire alarm system has been reset or (where designated Fire Fighting response) if they are operated by manual override control.
		- To release, to enable closure, of the appropriate magnetic hold-open door units.
		- To interface with the appropriate security systems, access control systems, automatic doors and security locking mechanisms to open in the event of a fire alarm activation.
		- To provide an interface with a remote monitoring station such as Redcare or similar, alternatively by way of dialler to pagers or telephones.
* The system must integrate with the Innergen Fire Suppression Systems (this will require consultation with the IT department)
	+ - As well as the main building, the proposed fire alarm system must be extended to cover the “garage” area at the rear of the premises.

The system will be analogue or digital addressable in operation, with each sensor device providing signal levels relative to the current operating environment. These will be transmitted to the control panel in a digital format to reduce possible corruption.

Addressing of any devices directly connected to the system will be carried out in a manner that does not require manual setting of switches in either, the head or the base i.e. all addressing will be carried out automatically by the control panel

All field devices to be connected to the control panel are to be wired directly via loop (Addressable) circuits. Loop cable types to be selected in accordance with manufacturer’s recommendations to ensure optimum performance.

The systems will interface with existing plant, the contractor is to assess the exact numbers however, must include gas valves, heating systems, air conditioning systems, access control systems and door activation release.

## System Operation:

**Control and indicating equipment (C.I.E.)**

The C.I.E shall receive and process information from the detection devices, provide audible and visual indication of alarm and other conditions to the user, automatically initiate alarm response sequences and provide the user interface for interrogation and user programming of the system.

Updates to the C.I.E operating software shall be simple to undertake and shall not require the use of replaceable components. The operating program and configuration memory shall be stored in non-volatile memory and shall not rely on batteries for retention.

The C.I.E shall incorporate separate microprocessors for signaling loop control and central operation, C.I.E networking shall be controlled from a separate microprocessor.

The C.I.E shall provide a user interface from which; controls can be operated, manual operations can be carried out, indications are audible and/or visible and system information can be obtained. It shall also be capable of unambiguously indicating the following functional conditions: Quiescent condition, fire alarm condition, fault warning condition, test condition and disablement condition. Furthermore, the fire alarm condition shall always be capable of clearly being indicated without any prior manual intervention at the C.I.E.

The C.I.E shall incorporate a real-time clock for time stamping of in excess of 1000 events in the event history log and for scheduling of time related functions, the real-time clock shall have battery back-up and shall adjust to daylight savings time automatically. The event history log shall be stored in non-volatile memory and shall be able to be recovered even in case of total power failure to the control panel.

It shall be possible to install a network communications card to allow connection of up to 125 network nodes to include C.I.E, remote terminals, mimic displays or other peripheral devices.

The network shall offer peer-to-peer operation and be fault tolerant. The time to propagate a fire alarm condition across the network shall not exceed 2 seconds even in the event of a single network fault. The network shall have a message priority system to ensure that fire messages are transmitted to all network nodes within 2 seconds even in case of multiple faults being simultaneously generated.

The system is to be designed and programmed to be a single evacuation zone, however the system must have the capacity and be possible to configure the panel for Stage 1 / Stage 2 Investigation operation based on a time clock. It shall be possible to configure the devices used for investigation on an individual basis. This shall also include call point type devices.

All fault conditions shall be latching.

A pre-alarm condition shall be able to be recognized from detectors approaching their alarm threshold. The pre- alarm condition shall be able to be used as an input to the cause and effect programming such that an appropriate warning may be given to staff monitoring the system.

All input devices shall have the capability of being latching or non-latching except when configured for Fire Alarm input.

It shall be possible to configure complex cause and effect operation for phased evacuation and output control operations at the panel.

## Manual Call Points

The manual call points shall monitor and signal to the panel the status of a switch operated by a “break glass” assembly. They shall be red in colour. The call points shall be provided with an integral red LED to indicate activation

The addressable call points shall be capable of operating by means of thumb pressure and not be of glass. They shall be capable of being tested using a special “key” without the need for breaking the cover.

The addressable call points shall incorporate a mechanism to interrupt the normal addressable loop scan to provide an alarm response within 3 seconds and shall be field programmable to trigger either an alert or an evacuate response from the panel.

The manual call points shall be installed so that they are located as indicated in the specification and design drawings.

## Smoke, CO and heat detection (or multi-sensors)

All sensors and bases shall be fully compatible and compliant with the manufacturer of the control system. All bases / sensors shall be provided with a plastic removable dust cover for protection during site installation as well as an IP rated sealing gasket to prevent dirt and moisture from entering through from the fixing surface.

Corby Borough Council have a preference that the sensors provided should be lockable into position if required and removal of locked sensors shall be achievable only through the use of the appropriate removal tools as specified by the manufacturer of the sensors. Sensor removal tools are to be handed over on completion of the contract as part of the spare parts profile.

Removal of a sensor from its associated base shall not affect the continuity of the detection loop.

Each sensor will possess an integral LED giving an indication for a fire signal. The integral LED should also be configurable to provide operational status, i.e. short flashes that indicate the unit is powered and communicating with the control panel.

The sensitivity of all addressable sensors should preferably be adjustable from the control panel. This may be carried out manually or on an automatic basis using the system clock. It shall be possible to program sensor sensitivity locally using a programmer unit in conjunction with a laptop PC and appropriate programming software from the manufacturer

The sensors shall be installed so that they are located as indicated in the specification and design drawings but in any case, they shall not be installed less than 500mm of any wall or other obstruction projecting more than 10% of the room height from the ceiling or located at a distance of twice the depth of any other object such as a light fitting.

Each sensor shall be installed so that the horizontal distance between any point in the protected area and the detector is in accordance with the guidance contained within BS 5839: 1: 2013 or the manufacturer’s specifications.

Where smoke sensors are installed in corridors they shall be installed in accordance with the guidance contained within BS 5839: 1: 2017 or the manufacturer’s specifications.

## Heat detection sensors

Where it is identified as part of the design that a heat detector is only required this will be acceptable. This will be a dedicated heat only sensor, which may be configured when addressable to provide 4 different levels of fixed temperature heat as well as rate of rise and high temperature sensing.

The different temperature sensing states should be fully compliant with EN54 part 5 to provide configurable grades of A1, A2, B and BS.

Each heat sensor shall be installed so that the horizontal distance between any point in the protected area is in accordance with the guidance contained within BS 5839: 1: 2013 or the manufacturer’s specifications.

## Addressable interface module

The addressable interface module shall be capable of switching and or monitoring external devices/plant. The addressable relay interface module shall use a single loop address. The unit shall be powered directly from the addressable loop.

## Short Circuit Isolator

The short circuit isolator shall provide protection on the addressable loop by automatically disconnecting the section of wiring between two devices where a short circuit has occurred.

The short circuit isolator shall derive power directly from the addressable loop and be located within each device.

## Loop powered sounders / beacons

Addressable electronic sounder beacons shall be connected directly to the detection loops where required. All sounders shall be sounder beacon bases to which the detectors will be fitted.

Fire alarm sounder beacons shall be installed in such a way that they provide the following:

Audibility: 65dB(A) in all accessible areas of the building;

If the background noise exceeds the minimum required audibility for more than 30 seconds the audibility shall be at least 5dB(A) above the background noise.

For employees or visitors with hearing difficulties they will be alerted by the sounder / beacon base units.

## Remote Indicator Unit

The remote indicator unit shall provide a remote indication for any sensor that may be located in an enclosed void area or locked compartment.

The remote indicator unit shall be driven directly from its associated local sensor It shall be either flush or surface mountable.

## Standby power

Standby power shall be provided by a battery or batteries having a life of at least four years under normal operating conditions. On installation, a durable label shall be fixed to the battery indicating its date of installation. The label should be readily visible without removing the battery.

The battery shall be capable of maintaining the system for a minimum of 24 hours after which the battery should sustain a full alarm load for 30 minutes.

## Remote Alarms

Alarms generated by the system shall be indicated to the remote CBC security suite which is located in Grosvenor House. All contractors are to detail their proposed means of providing this signal at the time of submission.

## Gas Supply

The main gas supply entering into the building must be isolated in the event of a fire alarm condition, the associated shut-off device and fire alarm requirements are to be installed to the gas inlet point.

## Lifts

All lifts are to be interconnected to the fire alarm system so that on the fire alarm activating the lifts return to the ground floor.

## Automatic Doors

Where automatic doors are fitted, it must be ensured that on power failure or fire alarm operation they fail-safe.

## Fire Stopping

Where cables pass through elements of the buildings structure the holes created shall be made good with appropriate fire stopping materials to ensure that the fire resistance of the structure is not reduced. All damage to the structure is to be made good and decorated in keeping with the existing.

## Applicable Standards (or equivalent):

The fire detection system shall be designed, installed and commissioned in accordance with, and all elements shall meet the requirements of:

* + - BS5839-1: 2017 Code of Practice for automatic fire detection and alarm systems
		- EN54-Part 2: Control and indicating equipment
		- EN54-Part 3: Audible fire alarm devices
		- EN54-Part 4: Power supply equipment
		- EN54-Part 5: Heat Detectors – point type
		- EN54-Part 7: Smoke Detectors – point type using scattered light
		- EN54-Part 8: High temperature heat detectors
		- EN54-Part 10: Flame detection
		- EN54-Part 11: Manual call points
		- EN54-Part 12: Beam smoke detectors
		- EN54-Part 13: Fire detection and fire alarm systems. Compatibility assessment of system components
		- EN54-Part 15: Multi-detector fire detectors
		- EN54-Part 17: Isolators
		- EN54-Part 18: Input / Output modules
		- EN54-Part 20: Aspirating smoke detection
		- EN54-Part 23: Visual alarm devices
		- EN54-Part 25: Radio linked devices
		- EN54-Part 26:Point detectors using CO elements
		- EN54-Part 27: Duct smoke detectors
		- BS7671 - IEE Wiring Regulations

The responsible company should be able to demonstrate their competence to design, install and commission the system, e.g. by certification to BAFE SP203, LPS1014 or other relevant standard, this must be declared at the time of submission of your Request for Quotation response.

The equipment manufacturer shall operate a quality management system in accordance with ISO 9001:2000. In addition, the equipment shall be manufactured and Third Party Certificated under a recognized factory control procedure.

All detection devices shall be independently certified as complying with the relevant EN54 standard.

The Fire Alarm Control Panel shall be independently certified as complying with requirements of EN54 Part 2 and EN54 Part 4. and be independently certified as complying with requirements of EN54 Part 2 and EN54 Part 4.

The Control and Indicating Equipment (C.I.E) shall be independently certified as complying with requirements of EN54 Part 2 and EN54 Part 4, including any Network devices to connect multiple C.I.E together.

* 1. **Submittals:**
1. Provide full data from manufacturer, including installation, maintenance and testing procedures, dimensions and wiring diagrams for the equipment provided. Where devices furnished by the Contractor involve work by another Contractor or subcontractor, submit additional approved data sheets and shop drawing copies to that Contractor or subcontractor, as well as wire and conduit data sheets. Submittals shall be sufficient to determine compliance with contract documents.
2. Provide complete field software data, including proposed point numbers, point descriptions, English messages, event control descriptions and sequence of operation.
3. Provide shop drawings, including panel and remote annunciator layout, all field terminations, wire counts, wire color codes and riser diagrams. All shop drawings are to be provided with manufacturer's logo clearly printed on drawing.
	1. Electronically provide Autocad prints (and saved as PDF) of shop drawings for review by Corby Borough Council.
	2. Prior to purchase of fabrication of any material, approval shall be obtained from Corby Borough Council. Make one complete submittal of all shop drawings wire diagrams and literature to engineer for review.
	3. Provide complete submittal within twenty (20) days after notice to proceed.
	4. Any and all questions regarding this specification during the pre-bid and design phase shall be submitted to Corby Borough Council in writing (via e-mail to Mr. Glenn Starks).

## PARTIAL SUBMITTALS ARE NOT ACCEPTABLE.

1. Provide complete line loss calculations for each circuit. The calculations shall demonstrate that the loss through the conductors coupled with the devices does not exceed the capabilities of the module(s) the circuits are connected to.”
2. Provide complete standby battery calculations for the central control system, all transponders and remote power supplies (where applicable).
3. Provide complete normal power supply requirement calculations for each circuit and for each module the circuits are connected to.
4. The costs incurred by Corby Borough Council to review additional submittals resulting from an initial rejection shall be the responsibility of the submitting Contractor.
5. Installation and testing, including final commissioning testing and adjustment of the system and subsequent occupier training shall be supervised by a manufacturer representative or a competent and system qualified technician.
6. Submittals rejected by Corby Borough Council shall be corrected and resubmitted within seven (7) days of the review letter date.

## Delivery, Storage and Handling of Materials:

1. Contractor will deliver all materials to an area designated by Corby Borough Council. Vehicles shall not block fire service access routes or fire doors during delivery of materials.
2. Very limited semi-secure material storage facilities are available on site. The Contractor is to declare the required storage area required at the time of submission.
3. The cost of all material handling, delivery and freight is the Contractor's responsibility. Corby Borough Council will not be responsible for material delivered to the site.
4. Maintain premises free from accumulation of waste materials or rubbish caused by this work. At the completion of the work, remove all surplus materials, tools, etc., and leave the premises clean to Corby Borough Council’s satisfaction.

## Warranty:

1. This Contractor shall provide a minimum **ONE-YEAR** written guarantee against defects in material and workmanship furnished under this Contract. The costs of such guarantee shall be part of the purchase price. The guarantee commences when the system and installation are approved, tested and accepted by Corby Borough Council.
2. The guarantee shall include all necessary material, travel, labour and parts to replace defective components or materials at the job site. This Contractor shall commence repair of any "in guarantee" defects within 12 hours of notification of such defects.

## Unit Prices:

1. The Contractor shall indicate cost to provide one operating device (as listed below) with associated wiring for 2.5m of conduit and cable, labour, glands, connection etc to the fire alarm system and testing.
	1. Manual call point
	2. Multi detection unit including base plate
	3. Heat detection unit including base plate
	4. Sounder / Beacon base
	5. Interface (Single channel)
	6. Interface (Multi 4 channel)

## PART 2 - Products

* 1. **Manufacturers:**
		1. The Acceptable manufacturer, for this project is not specified.
		2. Products and components for this project shall be of the latest design; obsolete or discontinued products will not be acceptable. All equipment supplied shall be FM Approved for the required function. CIE / Alarm Panels must be capable of full compliance with the requirements herein. Otherwise, the contractor shall recommend an alternative system panel.

## Installation

## Mains Power

The mains supply to all parts of the fire alarm system should be supplied via an isolating device (such as a circuit breaker) from the load (“dead”) side of the main isolating device for the building.

The mains supply final circuit should be dedicated to the fire alarm system and should not serve any other systems or equipment.

The low voltage supply circuit should provide for local isolation during maintenance using a double pole isolation switch.

The isolation switch should be clearly labelled “Fire Alarm Do Not Turn Off”.

All mains cables connected to the Fire Alarm System shall be installed in a suitable fire rated cable

**Loop wiring**

Installation of equipment and wiring is to be in accordance with manufacture information and compliance with British Standards or equivalent and all applicable electrical regulations. All wiring to be that of fire resisting material. Electrical wiring and installation shall be in accordance with good safety practice and in compliance with applicable standards (or equivalent) and regulations. Particular care should be taken with regard to protective earthing and bonding and care should be taken with regard to electrical segregation of wiring carrying mains voltage from wiring carrying extra low voltages, and with regard to electrical separation between circuits operating at these different voltages.

Note:

All cables must be supported in an appropriate cable tray or similar, where this is not possible Corby Borough Council will accept white tubular conduit secured by metal straps or their equivalent, not plastic or rubber to ensure that in the event of a fire the cable fixings will not melt and allow the cable to drop.

An appropriate back box must be used for base or semi-flush mounting. The earth continuity must be maintained throughout the whole loop. The earth must be securely connected to the back box when applicable.

Cables must not rely on suspended ceilings for their support.

Where the cable is suspended from an inverted cable tray or route, Corby Borough Council will accept white tubular conduit secured by metal straps or their equivalent, not plastic or rubber to ensure that in the event of a fire the cable fixings will not melt and allow the cable to drop.

Care should be taken not to install cables in the proximity of high voltage cables or areas likely to induce electrical interference.

Joints other than those within system components should be avoided but if they have to be installed the terminals used to joint the cable should be capable of withstanding a similar temperature and duration to that of the cable. All joints, other than those within system components, should be enclosed within junction boxes capable of withstanding a similar temperature and duration to that of the cable and clearly labeled “FIRE ALARM”.

All cable terminations shall utilize suitable compression glands in accordance with the manufacturer’s recommendations

Where manual call points are indicated, the cables are to terminate no higher than 1.4m above the finished floor level or at a lower height to satisfy the requirements of best practice guidance and the Equality Act 2010. Care shall be taken in sitting the Call Point so that test key insertion is possible.

When all terminations are made, the following tests should be carried out in addition to any regulatory requirements.

Insulation resistance test of all circuits.

All installed cables with a manufacturer’s voltage rating suitable for mains use should be subjected to insulation testing at 500V d.c. Prior to this test all cables should be disconnected from equipment that could be damaged during the test.

Insulation resistance, measured in the above test, between conductors, between each conductor and earth and between each conductor and screen should be, at least, 2 MΩ.

Note:

The above tests should be carried out at installation and the results recorded and made available to the commissioning engineer and all documentation copies made available to CBC upon handover.

No more than one detection loop is to be run in a single cable.

Attention should be made not to undermine the loop’s integrity as the feed and return of the detection loop should have different paths around the building

No other circuit is to be run in the same cable as the detection loops (i.e. sounder circuits, power supplies, plant shut downs etc.); the induction capacities of the cable can cause data corruption.

Loop driven sounders are to be provided to ensure that the audibility can achieve the levels indicated with in this document, if conventional sounders are used this need to be made clear within the contractor’s proposal.

## Commissioning

The commissioning of the Fire Alarm System will be carried out by a trained and competent person certified by a third party approved company who are to BAFE SP203 or similar accreditation.

The commissioning engineer will be responsible for commissioning the system and completing and issuing the “Commissioning Certification” in accordance with BS 5839 -1:2017.

To enable the commissioning engineer to correctly commission and set up the fire alarm system, he/she must be given the correct information. It is the installer’s responsibility to ensure all necessary information is available to the commissioning engineer.

Information required:-

* Installation drawing detailing wiring sequence of devices.
* List of device labels.
* Cause and effect matrix.

To assist the commissioning engineer the installer should ensure that they have an electrician in attendance to rectify any minor problems identified during the commissioning process.

The correct operation of all associated fire alarm and ancillary equipment should be verified during the commissioning process. It is equally important to ensure that unnecessary activation of equipment is avoided during routine testing by isolating the associated commands through the control panel software.

The commissioning engineer should verify that device label information corresponds to the correct items of alarm equipment.

Upon completion (or partial completion) of commissioning the commissioning engineer is to complete a

Commissioning Certificate detailing the work completed and any outstanding actions required e.g. unable to undertake sounder audibility check.

A Soak test shall be carried out in accordance with the recommendations of BS 5839-1: 2017 and as detailed on the design certificate, this is to be a minimum of 7 days depending upon the method of installation / commissioning.

All arrangements for soak test shall be agreed between the system designer, contractor/system installer/commissioning engineer and Corby Borough Council accordingly.

Completion and issuing of a “commissioning certificate” does not automatically confirm acceptance of the system.

## Method

The commissioning will be carried out based upon the system design and any relevant information obtained through site meetings or discussion. The commissioning engineer will receive the following documentation and information from the installer (if different) prior to commencement of the commissioning process

* Fire Alarm Specification
* Copy of Design certificate
* Battery calculations (Designers calculation - theoretical)
* Loop calculations
* As fitted Drawings (Design drawings to be provided by the installer)
* Equipment List
* Signalling Connection information (if required)
* Configuration / cause & effect / label sheets completed
* Cable test documentation

The Design Category of the system will be identified within the Fire Alarm Specification and Design Certificate.

The commissioning engineer(s) will ensure that the design, installation and commissioning complies with the fire alarm specification, design certificate, design drawings, customer requirements, current industry standards, and any relevant codes of practice.

The commissioning engineer(s) shall provide a confirmation load test of all power supply units, to ensure battery compatibility to the duration of mains failure as per the design theoretical calculations. The commissioning engineer will confirm and record this as part of the commissioning documentation.

The commissioning engineer(s) shall carry out an audibility test in accordance with the recommendations of BS5839-1:2017, and record these on the “As Fitted” drawings.

The commissioning engineer will record all interface/relays (and their function) together with the cause and effect detailed within the Fire Alarm Specification.

Upon completion of the commissioning all variations detailed within the Fire Alarm specification, the customer requirements, current industry standards, and any relevant codes of practice will be recoded and signed by the installation company and Corby Borough Council representative to confirm that all variations have been explained and understood. A copy of the variations recorded will be referenced on, and attached to the commissioning certificate.

Upon completion of commissioning a full witness test by Corby Borough Council and demonstration of the system including the cause and effect will be carried out by the installation company, the commissioning engineer representative.

The witness testing will include as a minimum the following:

1. The system complies with the original spec/design & the use of the building has not changed.
2. The “as fitted” drawing accurately reflect the building structure.
3. System has been installed to meet the requirements of category: L3,
4. Variations to the defined category have been identified and the schedule of variations agreed by Corby Borough Council and or their representative.
5. Cables meet requirements for standard/enhanced/mixed
6. Cables are segregated as required and suitably supported (where visibly checked)
7. Cables are mechanically protected as required
8. Junction boxes are correctly labeled and identified on drawings (where visibly checked)
9. All cable insulation & continuity resistance measurements are logged
10. All cable penetrations are sleeved and fire stopped (where visibly checked)
11. Mains supply is dedicated, non-switched, correctly fused and labeled
12. Mains supply is correctly identified at ALL distribution boards
13. Standby battery verification has been carried out for ALL power supplies
14. All batteries are clearly marked and labeled with date of installation
15. Field wiring is labeled and correctly terminated in all control & ancillary equipment
16. ALL detection, MCPs, warning & ancillary devices have been tested for control operation and results of the tests have been recorded
17. Line isolators are fitted as appropriate, operate correctly and are marked on drawings
18. Cause & effect on the system has been tested and results of the tests have been recorded
19. Provision of sounder circuits is appropriate.
20. Sound pressure levels have been checked and recorded
21. Detector type and spacing is appropriate to the system category
22. MCPs are located correctly and travel distances does not exceed 45m.
23. Remote signaling has been checked for correct operation to ARC (fire & fault)
24. Zone charts have been fitted in all appropriate locations (e.g. adjacent to control equipment & repeaters) Search distances do not exceed 60m.
25. “As fitted” drawings are complete and have been updated where required including cable type & sizes , cable routing, 230v supply location of all MCP’s, detectors, sounders, isolators etc
26. User handbook and operating instructions have been issued to the “responsible person”
27. The “responsible person” has been adequately trained in the use of the fire alarm system
28. Premises have been left in a tidy condition and all surplus materials and equipment removed from site.

## Acceptance

Acceptance of any new Fire Alarm system will only be given after the functionality of a given system is demonstrated to Corby Borough Council or their representative’s satisfaction and all necessary documentation has been handed over. The main contractor must give a minimum 2 weeks’ notice to Corby Borough Council of the acceptance testing taking place.

It is the responsibility of the installer to ensure a competent person is in attendance to verify and demonstrate the fire alarm system.

Once Corby Borough Council’s representative is satisfied with the system and associated documentation, the necessary “Acceptance Certificate” in accordance with BS5839-1:2017 can then be issued by the contractor.

On completion of the commissioning stage, handover of the fire alarm system needs to formally take place with Company name or their representative. This will include:

* + Ensuring that Corby Borough Council’s employees have been trained in the use of the system and are conversant with the features that have been specified.
	+ Provide written instructions for the operation of the system.
	+ Explain the consequences of false (unwanted) fire alarms, changes to the use of the premises and any future structural alterations.
	+ During the handover all documentation is to be handed over. Please refer to the documentation section for details on all documentation to be issued.

When handover is complete, Corby Borough Council will formally accept the system by signing the Acceptance Certificate The commissioning company will be responsible for completing and issuing the Acceptance Certification in accordance with BS5839-1:2017. Training shall be provided on the use of the system at an agreed time and date with Corby Borough Council or nominated representative.

## Handover

G1 to G4 and FULL Certificate (as detailed in BS 5839: 1: 2017) will be issued on completion and handover of the system. Please refer to the documentation section for details on all certification to be issued.

## Documentation

On completion of the system adequate records and documentation will be provided to Corby Borough Council. Particular importance should be attached to “as fitted” drawings and operation and maintenance manuals. The manuals should be adequately specific to the system. The following documentation as a minimum will be provided upon completion and handover of the Fire Alarm System.

|  |  |
| --- | --- |
| **Documentation** | **Provider** |
| Fire Alarm Specification | CBC |
| G1\* Design Certificate | The Contractor |
| G2\* Installation Certificate | The Contractor |
| G3\* Commissioning Certificate including a list of agreed variations | The Contractor |
| G4\* Hanover Certificate | The Contractor |
| Log Book & Fire Alarm Zone Diagram | The Contractor |
| Operating and Maintenance Manual & As Fitted Drawings | The Contractor |

## Operation / Maintenance Manuals and As Fitted Drawings

On completion of the system adequate records and documentation will be provided to Corby Borough Council. Particular importance should be attached to “as fitted” drawings and operation and maintenance manuals. The manuals should be adequately specific to the system. A draft copy of all manuals and drawings shall be submitted to Corby Borough Council for approval prior to final issue.

The drawings used during commissioning would be those of the installation engineers or installation contractor, these drawings must show all fire alarm zones, location of mains distribution board, junction boxes, equipment, cable types and cabling routes as well as the pressure levels DB(A) of sound levels recorded. The commissioning engineer will document on these drawings the device numbers according to the fire alarm control panel’s software, if not already provided by the installation engineer/contractor. These drawings will then be used to produce as fitted drawings to accompany the operating and maintenance manuals submitted at the completion of the project.

Information required for “Operation and Maintenance Manual” and to satisfy acceptance of a given system must include: -

2 in number hard copy O&M Manuel for record

2 in number hard copy of all system / design drawings

1. in number electronic copy of the O&M Manual including all drawings provided in electronic format both PDF and AutoCAD format.

**Removal of The Existing System / Equipment.**

Following successful commissioning of the new systems to the satisfaction of Corby Borough Council, the successful contractor must carefully remove all redundant fire alarm equipment (and wiring where possible as agreed with the Project Manager, any wiring that cannot be removed (for aesthetic or practical reasons) must be labelled at each ending with non-removable labels stating that it is redundant fire alarm cable.

Where detectors, call points, sounders are removed from walls or ceilings appropriate white blanking plates are to be fitted.

**All removed equipment** shall be carefully stored in boxes and offered to Corby Borough Council Facilities staff. The contractor is to dispose of any equipment from site that CBC do not wish to keep.

The contractor is to make good all damaged fabric as a result of this phase of work with appropriate materials and redecorate areas of work as existing.

**Maintenance**

The successful contractor must provide the provision of preventative and corrective maintenance for 12 months following the Employer’s formal acceptance of the systems. All maintenance is to be in accordance with the guidance contained within British Standard 5839.

**Appendix 2: Terms and Conditions**

**SUPPLY OF GOODS AND INSTALLATION WORKS AGREEMENT**

**CONTRACT DETAILS**

**DATE:**

|  |  |
| --- | --- |
| **Contract No:** | Legal Reference: 110794 |
| **Customer:** | Corby Borough Council |
| **Customer’s address:** | The Corby Cube, Parkland Gateway, George Street, Corby NN17 1QG |
| **Customer’s representative:** | Name: Marion WilliamsTitle: Facilities ManagerEmail: Marion.Williams@Corby.gov.ukTelephone: Postal Address:  |
| **Supplier:** | [COMPANY NAME] LIMITED (No. [NUMBER]) |
| **Supplier’s address:** | [ADDRESS] |
| **Supplier’s VAT number:** | [NUMBER] |
| **Supplier’s representative:** | Name: [NAME]Title: [TITLE]Email: [EMAIL]Telephone: [Telephone]Postal Address: [POSTAL ADDRESS] |
| **Commencement Date:** | [DATE] |
| **Installation Location:** | Deene House, New Post Office Square, Corby, Northamptonshire NN17 1GD |
| **Goods:** | Fire Panel, fire detection equipment and associated equipment identified within the Specification |
| **Price:** | The Price identified in Schedule 1 |
| **Specification:** | The Specification identified within the Customers Request for Quotation as appears at Schedule 2 and shown separately at Schedule 3 |
| **Special terms:** | Where the Supplier employs a sub-contractor in the Installation Works that sub-contractor shall be within 30 days of the Supplier being paid by the CustomerThe Supplier warrants the Installation Works against defects in design for a period of 12 months and shall undertake any rectification works at its own cost |
| **Termination date:** |  |
| **Schedules:** | 1. Price of the Goods2. The Customer’s Request for Quotation and the Supplier’s Reply to Request for Quotation.3. Specification (extracted from the request for quotation) |

1. This Contract is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(c) The additional Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by Corby Borough Council acting by  | ...................................Head of CB Property...................................Corporate Services Director |
| Signed by [NAME OF DIRECTOR]for and on behalf of [NAME OF SUPPLIER] | ...................................Director |

**CONDITIONS**

**1.**  **INTERPRETATION**

    **1.1**  **Definitions:**

**Business Day:**  a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Commencement Date:**  the date the Contract commences, as set out in the Contract Details.

**Conditions:**  these terms and conditions set out in Clause 1 to Clause 14 (inclusive).

**Contract:** the contract between the Customer and the Supplier for the sale and purchase and fitting of the Goods in accordance with the Contract Details and these Conditions.

**Delivery Date:**  the date specified for delivery of an Order, in accordance with Clause 3.2.

**Installation Date:** the date by which the Goods are to be installed to the satisfaction of the Customer and following a test by the parties to show their functionality

**Installation Location:**  the address for delivery of the Goods, as set out in the Contract Details.

**Installation Works:** the building, electrical and other works involved in the installation of the Goods at the Installation Location and in order to satisfy the Specification

**Goods:**  the goods (or any part of them) as set out in the Contract Details so as when installed and fitted by the Supplier they will form an operational and fit for purpose fire protection system at the Customer’s building.

**Order:**  the Customer’s order for the Goods submitted by the Customer in accordance with Clause 3.

**Price:**  the price for the Goods, as set out in the Contract Details.

**Specification:**  the specification for the Goods, including any related plans and drawings for the installation of the Goods that are agreed in writing by the Customer and the Supplier and to form the fire protection system for the Customer at the building known as Deene House, New Post Office Square, Corby NN17 1DG

    **1.2**  **Interpretation:**

**(a)**  a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

**(b)**  any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

**(c)**  a reference to **writing** or **written** includes emails but not faxes.

**2.**  **COMMENCEMENT AND TERM**

    This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until [date], when it shall terminate automatically without notice.

**3.**  **ORDERS**

    **3.1**  The Customer may submit Orders for Goods at any time.

    **3.2**  The Supplier shall use its best endeavours to supply Goods in accordance with the Customer’s Orders, by the delivery date specified in the Order, or, if none is specified, within 20 of Business Days of submitting the Order.

**4.**  **THE GOODS**

    **4.1**  The Supplier shall ensure that the Goods:

**(a)**  correspond with their description and accord with the requirements of the Specification;

**(b)**  be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgement;

**(c)**  where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery or their installation, which ever if the later;

**(d)**  comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

**(e)**  install the Goods on or before the Installation Date in a good and workman like manner so as to create a fire protection system in accordance with the Specification; and

**(f)** have a manufacturer’s warranty of 10 years as a minimum.

    **4.2**  The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

    **4.3**  The Customer has the right to inspect and test the Goods upon delivery and installation.

    **4.4**  If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier’s undertakings at Clause 4.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

    **4.5**  Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

**5.**  **DELIVERY** **AND INSTALLATION**

    **5.1**  The Supplier shall ensure that:

**(a)**  the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

**(b)**  each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

**(c)**  if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

    **5.2**  The Supplier shall deliver the Goods specified in each Order:

**(a)**  on its relevant Delivery Date;

**(b)**  at the Installation Location; and

**(c)**  during the Customer’s normal business hours, or as instructed by the Customer.

    **5.3**  Delivery of Goods is completed on the completion of unloading of those Goods at the Installation Location.

    **5.4**  The Supplier shall warrant the Installation Works for a period of 12 months following the Installation Date and in the event of any failure, defect or lack of functionality in the system created it shall undertake the necessary rectification works at its expense and within a reasonable period of time to be agreed with the Customer. The parties acknowledge that the fire protection system created by the Goods and their installation is a key building requirement and where the Supplier fails to rectify any such failure, defect or lack of functionality within a reasonable time agreed with the Customer or at all the Customer shall have the freedom to instruct a contractor to undertake the necessary works and recover the reasonable and proper costs of the same from the Supplier as a debt.

    **5.5**  If the Customer rejects any Goods they are returnable at the Supplier’s risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

 **5.6** During the Installation Works the Supplier shall send a representative to meet with the Customer’s representative to inform the Customer as to the progress made with those Installation Works and of any difficulties in meeting the Installation Date as agreed between the parties.

 **5.7** Following installation the Supplier shall provide the Customer with the Operational and Maintenance Manuals in the form and number required by the Specification

**6.**  **CUSTOMER REMEDIES**

    **6.1**  If the Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in: Clause 4.1 including the Installation Works, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, and the Customer may exercise any one or more of the following remedies:

**(a)**  to terminate the Contract;

**(b)**  to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier’s own risk and expense;

**(c)**  to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

**(d)**  to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

**(e)**  to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and their installation by a third party; and

**(f)**  to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier’s failure to carry out its obligations under the Contract including but not limited to undertaking the Installation Works.

    **6.2**  If the Goods are not satisfactorily installed by the Installation Date, the Customer may at its option claim or deduct five per cent of the price of the Goods for each week’s delay in delivery by way of liquidated damages, up to a maximum of fifty per cent of the total price of the Goods. If the Customer exercises its rights under this Clause 6.2, it may not exercise any of the remedies set out in Clause 6.1 in respect of the Goods’ late delivery (but such remedies shall be available in respect of the Goods’ condition).

    **6.3**  These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

    **6.4**  The Customer’s rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

**7.**  **TITLE AND RISK**

    Title and risk in the Goods shall pass to the Customer on completion of delivery and acceptance by the Customer.

**8.**  **PRICE AND PAYMENT**

    **8.1**  The Customer shall pay for Goods once installed in accordance with this Clause 8.

    **8.2**  The Price:

**(a)**  excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

**(b)**  includes the costs of packaging, insurance and carriage of the Goods and the Installation Works.

    **8.3**  No extra charges shall be effective unless agreed in writing and signed by the Customer.

    **8.4**  The Supplier may invoice the Customer for price of the Goods and Installation Works plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer’s order number, the Supplier’s VAT registration number, and any supporting documentation that the Customer may reasonably require.

    **8.5**  The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

    **8.6**  If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Plc’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

    **8.7**  The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

**9.**  **CUSTOMER MATERIALS**      The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer’s written instructions or authorisation.

**10.**  **INDEMNITY**

    **10.1**  The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

**(a)**  any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the supply or use of the Goods and the Installation Works, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

**(b)**  any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

**(c)**  any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Installation Works, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

    **10.2**  This Clause 10 shall survive termination of the Contract.

**11.**  **INSURANCE**

    During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company product liability insurance, employer’s liability and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.

**12.**  **COMPLIANCE WITH RELEVANT LAWS AND POLICIES**

    **12.1**  In performing its obligations under the Contract, the Supplier shall:

**(a)**  comply with all applicable laws, statutes, regulations and codes from time to time in force; and

**(b)**  comply with the reasonable instructions and directions of the Customer during the Installation Works including but not limited to the Customer’s health and safety policy.

    **12.2**  The Customer may immediately terminate the Contract for any breach of Clause 12 by the Supplier.

**13.**  **TERMINATION**

    **13.1**  Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

**(a)**  the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

**(b)**  the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

**(c)**  the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

**(d)**  the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

    **13.2**  Termination of the Contract shall not affect any of the parties’ rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

    **13.3**  Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

**14.**  **GENERAL**

    **14.1**  **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues 2 weeks, the party not affected may terminate this Contract by giving 1 week’s written notice to the affected party.

    **14.2**  **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own. Any subcontractor shall be employed by a contract allowing it payment no later than 30 days after payment of the Supplier by the Customer.

    **14.3**  **Confidentiality.**

**(a)**  Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the group to which the other party belongs, except as permitted by Clause 14.3(b).

**(b)**  Each party may disclose the other party’s confidential information:

**(i)**  to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party’s rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party’s confidential information comply with this Clause 14.3(b); and

**(ii)**  as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**(c)**  No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this Contract.

    **14.4**  **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

    **14.5**  **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

    **14.6**  **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

    **14.7**  **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

    **14.8**  **Notices.**

**(a)**  Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, email but not fax.

**(b)**  A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 14.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by email, one Business Day after transmission.

**(c)**  The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

    **14.9**  **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

    **14.10**  **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

    **14.11**  **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**Appendix 3: Form of quotation**

Date: **Click here to enter text.**

**Request for Quotation for Corby Borough Council’s Replacement Fire Alarm – Deene House**

I / We the undersigned, hereby quote and offer to provide the Contract as listed above which is more particularly referred to in the Request for Quotation supplied to me / us for the purpose of quoting for the provision of the Contract and upon the terms thereof.

I / We undertake in the event of acceptance of our Quotation to execute the Contract within 15 business days of such acceptance and if required in the interim provide the Contract in accordance with the Contract if necessary.

I / We understand that the Council reserves the right to accept or refuse this Quotation whether it is lower, the same, or higher than any other Quotation.

I / We confirm that the information supplied to you and forming part of this Quotation including (for the avoidance of doubt) any information supplied to you as part of my / our initial expression of interest in quoting, was true when made and remains true and accurate in all respects.

I / We confirm that this Quotation will remain valid for 90 days from the date of this Form of Quotation.

I / We confirm and undertake that if any of such information becomes untrue or misleading that I / we shall notify you immediately and update such information as required.

I / We confirm that the undersigned are authorised to commit the Quoting organisation to the contractual obligations contained in the Request for Quotation and the Contract.

Signed by:

NAME: **Click here to enter text.**

POSITION: **Click here to enter text.**

NAME: **Click here to enter text.**

POSITION: **Click here to enter text.**

for and on behalf of

**Click here to enter text.** (Quoting organisation)

**Appendix 4: Collusive quotation Certificate**

We certify that this is a bona fide quotation, and that we have not fixed or adjusted the amount of the ender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done so and we undertake that we will not do so at any time before the hour and date specified for the return of this quotation any of the following acts:

1. Communicating to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotation, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations required for the preparation of the quotation;
2. Entering into agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quote to be submitted;
3. Offering or paying or giving or agreeing to any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation of any quote or proposed quote for that said work or thing of any 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, whether legally binding or not.

SIGNED:

NAME: **Click here to enter text.**

ON BEHALF OF: **Click here to enter text.**

DATE: **Click here to enter text.**

**Appendix 5: Confidential and Commercially Sensitive Information**

**The following form should be submitted with all bids to indicate areas of the submission that are considered to be either *confidential* or *commercially sensitive*.**

**Confidential material** is as defined in Section 41 of the Freedom of Information Act 2000 (FoI) where the disclosure of the information would constitute an actionable breach of confidence.

**Commercially sensitive** material is as defined in Section 43 of the FoI Act and relates to *‘information, the disclosure of which would be likely to prejudice the commercial interests of any person’*.

Quoting organisations should make themselves aware of the definition of each term as well as the circumstances in which FoI & Environmental Information Regulations 2004 (EIR) exemptions apply.

**Confidential Material Checklist**

|  |  |
| --- | --- |
| **Name of Organisation:** | Bidder to insert Company name here |

Confidential documents not for disclosure to third parties under the FoI & EIR. The Council may be obliged to disclose information in or relating to this bid following a request for information under FoI or EIR therefore please outline in the table below all items which you consider are genuinely confidential and which are not for disclosure in respect of your application.

| **Information / Document** | **Reference / Page No.** | **Reason(s) for Non-Disclosure** |
| --- | --- | --- |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
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The applicant acknowledges that the confidential information listed in this schedule is of indicative value only and the Council may be obliged to disclose it following a request under FOI or EIR.

The Council shall act reasonably and use its discretion, ensuring that the latest guidance/case law is taken into account, when making a decision to release or withhold information pertaining to the above if it is requested. By indicating what information believed to be confidential the Council will consider those views however the Council will make the final decision to disclose information or not.

**Commercially Sensitive Material Checklist**

**Commercially sensitive documents not for disclosure to third parties under FoI or EIR**

|  |  |
| --- | --- |
| **Name of Organisation:** | Bidder to insert Company name here |

The Council may be obliged to disclose information in or relating to this bid exercise following a request for information under FoI or EIR therefore please outline in the table below items which are considered genuinely commercially sensitive and which are not for disclosure in respect of this bid.

| **Information / Document** | **Reference / Page No.** | **Reason(s) for Non-Disclosure** (Cite Exemption(s) To Be Considered) | **Duration of Confidentiality** |
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