



# Holmes Chapel Parish Council

## Request for Quotation

### Church Walk Renovation

To Prepare and install a new surface and other features

Closing date and time for submission of Quotation:

**Wednesday 24<sup>th</sup> November 2021, 12:00 pm**

## Contact Officer

All queries regarding this document should be addressed to:

Tina Cartlidge, Clerk of the Council

(or Sue McKay, Deputy Clerk)

Holmes Chapel Parish Council  
1 Church Walk  
Holmes Chapel  
Cheshire  
CW4 7AZ

Tel: 01477 533934

Email: [clerk@holmeschapelparishcouncil.gov.uk](mailto:clerk@holmeschapelparishcouncil.gov.uk)

Or: [admin@holmeschapelparishcouncil.gov.uk](mailto:admin@holmeschapelparishcouncil.gov.uk)

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# **PART A – INTRODUCTION, BACKGROUND, AND INSTRUCTIONS FOR SUPPLIERS**

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## **Sections 1-5**

The following sections set out the background to the Council's requirements including an outline procurement timetable, the instructions to be followed by Suppliers and the evaluation process to be followed by the Council in the assessment of offers.

## SECTION 1 - INTRODUCTION AND BACKGROUND INFORMATION

### 1.1 Introduction / Context of Requirement

Holmes Chapel Parish in conjunction with the owners of adjoining properties want to provide a new pedestrian surface with associated drainage to the area known as Church Walk, which runs west from London Road Holmes Chapel through to the Co-op car park.

It is expected that the work will be covered by a minimum 10-year guarantee of keeping the surface and surrounding fencing in a good state, subject to normal wear and tear.

The design brief and the Council's key requirements for the work required are detailed in **Section 6 (Specification)**.

### 1.2 Provisional Timetable

The project comprises the stages detailed below. This is indicative and will depend on several factors including the supplier's delivery plan and weather conditions. The parish council accepts responsibility for any planning application to Cheshire East Council.

Stage	Description	Key Dates
Stage 1: Quotation	The supplier is to prepare and install a new surface area with associated work based upon the design brief in section 6 and manufacturers product specification.	Suppliers can attend to examine the area and work required – see 1.5 below. This would be expected at an early stage and the supplier should contact the Clerk or Deputy Clerk to plan for a suitable day/time.  <b>Submission of Quotation</b> <b>12:00pm Wednesday 24<sup>th</sup> November 2021</b>

Evaluation:	Responsibility of the Parish Council. If required, suppliers may be asked to attend to provide additional clarification of their proposal.	The quotation submissions are assessed and the preferred supplier recommended to the full Parish Council by end December 2021
Council Approval	Formal approval of quotation selection	Parish Council by December 2021
	<i>Following approval of the successful supplier, the unsuccessful suppliers will be offered a meeting to hear the evaluation results.</i>	
Stage 3: Order & Build	The winning supplier advised to provide the works agreed	Contract to be signed
	Work to commence on site – assuming minimum of 4 weeks from acceptance of order to commencement of build.	Earliest possible construction start date
	Completion of build	Earliest possible completion date

### 1.3 Financial Stability of Preferred Supplier

Suppliers should note that once a preferred supplier is identified, part of financial due diligence will involve an assessment of financial stability of that supplier. The contract will not be let until these checks have been completed.

### 1.4 Maximum Budget

The Council is looking to secure the most economically advantageous contract from the successful supplier and is not obliged to accept the lowest bid. The quotations will be marked on a quality basis and price will form part of the evaluation; the council requires completion of the Pricing Schedule to be able to assess value for money. The quantity, scale and volume of the design will be part of the evaluation and thus the more a supplier is able to offer within their quotation the greater the likelihood of scoring higher marks.

Fixed prices are required from Suppliers. It is requested that these prices can be held for six months from the time of contract agreement to the completion of work.

## 1.5 Supplier's Consultation Day

Suppliers are invited to a 'Suppliers Consultation Day' on a day and time to be arranged with each supplier. This is provided so that all suppliers have the opportunity to ask for clarification on any of the requirements. The council reserves the right to amend requirements as a result of these 'consultations' so that all suppliers are treated equally. It is expected that time slots will be available and suppliers should contact the Clerk as below for other information requested.

Suppliers are requested to supply a contact name, email address and telephone number of a representative who will be the main point of contact and the names of any member of staff who will attend on the consultation day. **Please supply this information as soon as possible after the quotation release date by e-mailing the contact on page 2 of this document.**

## SECTION 2 – PROCUREMENT PROCESS

### 2.1 Procurement Process

Detailed instructions about the submissions of quotations are set out in Section 4 - Instructions to Suppliers.

The Council has adopted a Selective Single Stage procedure for this procurement. All quotations received will be evaluated in accordance with the process described in **Section 3 – Evaluation of Quotations**.

Once the successful supplier is identified, all necessary financial checks will be undertaken, and the winning/losing suppliers will be notified. The winning supplier will be sent two copies of the (unsigned) contract document and instructions for contract completion will be included with that letter.

**Section 5** below details the **Conditions of Quotation** and **Section 6** details the **Specification of Work** and **Section 7** the details of **Contract Documentation**; the successful Supplier will be required to comply with all of these. The latter will constitute the Conditions that will apply to the Works Contract awarded at the end of this quotation process.

There is no binding agreement between the Council and the successful supplier until a signed and dated Works Contract is in place.



## SECTION 3 – EVALUATION OF QUOTATIONS

### 3.1 SELECTION CRITERIA

Selection criteria will be applied to the responses given by suppliers to the Business Questionnaire at Section 10. These selection criteria are the minimum criteria that the Council requires all Suppliers to meet or exceed and so are of a “pass/fail” nature.

The selection criteria are as follows:

#### Qualifying Criteria Assessment

a)	Compliance with quotation procedure	<p>Suppliers must submit a quotation in accordance with the quotation process, complete with a signed Form of Quotation and Pricing Schedule (Section 8) and Quotation Certificate (Section 9).</p> <p>A quotation that is not fully compliant with the quotation process, and/or without the Form of Quotation and Pricing Schedule/Quotation certificate appropriately signed will fail.</p>	Pass / Fail
b)	Insurance	<p>Suppliers must have the minimum levels of insurance which are as follows:</p> <ul style="list-style-type: none"> <li>□ £5m Public Liability Insurance</li> <li>□ £5m Employer’s Liability Insurance</li> <li>□ £1m Professional Indemnity Insurance</li> </ul> <p>or be willing to increase their current insurance levels to the above levels if they are successful. Paragraph 4.4 of Section 10</p> <p>Any who do not meet the minimum insurance levels and is not willing to increase their insurance policies if awarded the contract will fail.</p>	Pass / Fail
c)	Health & Safety (H&S)	<p>Suppliers are required to demonstrate their approach to H&amp;S matters by providing a copy of their H&amp;S policy.</p> <p>Suppliers must also confirm that they have not encountered any Health and Safety Executive or Local Authority enforcing action in the last three years or if enforcing action has occurred in the last three years, it must be demonstrated that appropriate steps have been taken to rectify such problems (Paragraph 7 of Section 10)</p> <p>Any Suppliers who cannot demonstrate the above will fail.</p>	Pass / Fail
d)	Experience and References	<p>Suppliers must have a successful and acceptable track record of delivering similar services in the last 3 years, like those sought by this quotation. Suppliers are asked to submit at least one case study relating to a similar successful project within the last 3 years.</p> <p>References will be taken up from nominated referees to confirm the track record at an appropriate time.</p> <p>Any supplier who does not meet this criterion will fail.</p>	Pass / Fail
e)	Living Wage	<p>Suppliers must certify that all employees at least earn the Living Wage and that any sub-contractors also comply to this requirement.</p>	Pass/ Fail

f)	Warranty	Suppliers must provide a warranty on all materials <u>and</u> labour costs to rectify any failings and the warranty period must be for a minimum of 10 years. This warranty precludes any factors based on normal wear and tear. An Insurance backed warranty that only covers materials is not acceptable. It is expected that product manufacturers are prepared to provide assurances to cover all required warranty requirements	Pass/ Fail
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### 3.2 AWARD CRITERIA

Award Criteria will be based upon marks being allocated to Quality (non-price) aspects which will be assessed by evaluation of a supplier's response to the Method Statements (Section 11) and supporting information.

The suppliers price statement (Section 8 Quotation & Pricing Schedule) will be a factor in deciding the winning quotation and the evaluation will account for 50% of the total quotation score. The Council is not required to take the lowest quote. Evaluation of price will be based on the responses to the schedule. Suppliers are invited to provide as much detail as possible to ensure all factors are accounted for.

#### Quality (non-price) - Method Statements and supporting information

Quality will be measured by an assessment of a supplier's response to the Method Statement questions (with supporting information) set out in Section 11. The responses to Method Statements will be assessed by an evaluation panel of members of the council and the Clerk to the council. The evaluation panel will award scores for the Method Statements reflecting their professional judgement as to the merits of each response. The Method Statement evaluation will account for 50% of the total quotation score.

Each response will be awarded a separate score out of 5, with 0 being the lowest and 5 the highest score. The definitions of each level of scoring are as follows:

0	<b>Non-compliant response</b> The supplier fails to meet the requirement and/or supplier response has not provided relevant information to answer or indicate a solution to the required contract requirements.
1	<b>Unacceptable response</b> The supplier response is partially compliant, but with serious deficiencies in the solution offered. This indicates there will be serious difficulties or an inability in delivering the contract requirements.
2	<b>Unsatisfactory response</b> The supplier response is partially compliant, with shortfalls in the solution offered. This indicates that not all the requirements of the contract would be met and there would be difficulty in delivering the contract requirements.
3	<b>Acceptable response</b> The supplier response is compliant. This indicates that all the basic contractual requirements are met, but not exceeded and the contract would be delivered.
4	<b>Good response</b> The supplier response is compliant clearly indicating that the supplier can deliver the entire contract requirement and the solution offers some limited benefits beyond the stated requirements.
5	<b>Excellent Response</b> The supplier response is compliant indicating that the supplier has a comprehensive understanding of the contract requirements, and the proposed solution will meet the contract standard and provide significant additional benefits beyond the stated requirement.

### 3.3 Marking of quality (non-price) aspects of the quotation

The Method Statement Questions will be evaluated and have associated weightings. Quality will be assessed by evaluating Suppliers' responses to one or more specific method statement questions and full questions listed in Section 11. The maximum percentage mark available for each individual method statement question will be scored using the 0 – 5 scales defined above.

Example of non-price scoring

A worked example of the scoring of the quality aspects follows (the scores are hypothetical).

Formula applied –

$\% \text{ Weight} \times \text{points scored} \div 5$  (latter being maximum points available)

Method Statement Question	% Weight	Points scored	Marks awarded
Q1 – Design Integrity	20%	2	8
Q2 – Safety of Design	20%	4	16
Q3 – Construction Detail	10%	3	6

### 3.4 Award of Contract

Suppliers should note that if a quotation is fundamentally unacceptable on any issue, then regardless of its other merits, that quotation will be rejected. Throughout the evaluation process, we reserve the right to seek clarifications from Suppliers, where considered necessary, to achieve a complete understanding of the proposals received.

Following the initial evaluation of offers, Suppliers may be invited to meet with the evaluation panel to clarify their quotation in more detail.

Once the preferred supplier (highest scoring supplier) is identified, the Council will undertake an assessment of the preferred supplier's financial stability as part of final due diligence checks. In the event of any undue or serious concerns over the preferred supplier's financial stability the Council will discuss such issues with the preferred supplier. In the event of serious concerns over the preferred supplier's financial stability which cannot be reconciled/satisfied the Council reserves the right to not proceed with contract award with the highest scoring supplier and to proceed to contract award with the next highest scoring supplier that does not present an unacceptable level of financial risk that cannot be reconciled/satisfied.

Where credit rating information is not available for any organisation e.g., for a partnership, the Council reserves the right to request specific suppliers to provide their audited accounts or other financial data, and the information provided will be reviewed by the Council.

Once the quotation evaluation is complete, Suppliers will be notified simultaneously and as soon as possible of any decision made by the Council over contract award.

## SECTION 4 - INSTRUCTIONS TO SUPPLIERS

We require you to submit **ONE PAPER COPY** of your quotation. We also require **ONE USB MEMORY STICK COPY** (certified virus free) to be submitted (NOT via email) in order that the submission can be shared easily among the evaluating officers.

In addition to the proposed solution, please complete the sections in this document named below:

Section 8 - Quotation and Pricing Schedule

Section 9 - Quotation Certificate

Section 10 - Business Questionnaire and related documents

Section 11 - Method Statements and Supporting Information

Only the information contained within this request for quotation document, or the accompanying documentation, or otherwise communicated in writing to Suppliers, should be considered by you when making your offer.

Quotations must be returned to the following address by hand or by post

**The Clerk of the Council, Holmes Chapel Parish Council**

**1 Church Walk, Holmes Chapel, Cheshire CW4 7AZ**

**The quotation package or envelope must not bear any mark identifying the name of the supplier. PLEASE NOTE this includes franking.**

**The return envelope/ package must bear the words “Quotation for HCPC Church Walk Restoration.” If a courier or other special delivery services are used, please ensure that the outside of any additional packaging also bears the above words. Your submission will be rejected if it is possible for the receiving officer to identify the sender.**

**The closing date for the receipt of your quotation is 12:00 pm on Wednesday 24th November 2021**

This time and date must also be shown on the return envelope. Quotations submitted after the time and date shown will be rejected and returned to the supplier unless clear evidence of posting (by first class post on a day preceding the closing date) is available. Quotations may not be submitted by e-mail.

If you require further information concerning the quotation process, or the nature of the proposed contract please, in the first instance, put your query in writing / email to the Contact Officer named on the second page of this document.

Should questions arise during the quotation period that in our judgement are of material significance, we will notify all Suppliers by email within two working days of receipt explaining the nature of the question and giving our formal reply. All Suppliers should then take that reply into consideration when preparing their own quotations, and we will evaluate quotations on the assumption that they have done so.

Suppliers should note that any questions received on or after **12:00 noon on Wednesday 24th November 2021** will not be answered.

## **SECTION 5 – CONDITIONS OF QUOTATION**

### **5.1 Representations**

A supplier may contact the Contact Officer identified at the front of this document to obtain any further information about the requirements of the contract or the quotation procedures if these are not evident or clear from the documents supplied to Suppliers.

No representation by any officer of Holmes Chapel Parish Council, nor any representation at all other than one contained in the contract documents about any matter which has a bearing on the contract shall constitute a term or condition of the contract nor a representation which gives the supplier grounds for rescinding the contract or claiming damages for misrepresentation.

### **5.2 Canvassing and Quotations Excluded**

No quotation will be considered for acceptance if the supplier has indulged or attempted to indulge in any corrupt practice or canvassed the quotation with any member or officer of Holmes Chapel Parish Council. If a supplier has, unknown to these bodies, indulged or attempted to indulge in such practices and the quotation is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the Supplier. The Quotation Certificate at Section 9 must be completed and returned.

It is unlikely that any quotation will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in these Instructions.

### **5.3 Form of Quotation**

The quotation will be set out as described in the preceding section 4, Instructions to Suppliers.

### **5.4 Acceptance**

Acceptance of a quotation will be determined by Holmes Chapel Parish Council. Holmes Chapel Parish Council is not bound to accept the lowest or any quotation.

The successful supplier shall be required to sign and return to the Council two copies of the written contract document which shall then be signed, dated, and completed by Holmes Chapel Parish Council (and one completed original returned to the Supplier).

## 5.5 Collusive Quotation

In submitting a quotation against this contract, the Supplier confirms that they have not fixed or adjusted the amount of the quotation by or under or in accordance with any agreement or arrangement with any other person. The Supplier also certifies that at no time, before or following the submission of the quotation, has the Supplier carried out any of the following acts:

- i) communicating to a person other than the person calling for the quotations the amount or approximate amount of the proposed quotation, except where such disclosure, in confidence, of the approximate amount of the quotation is necessary to obtain insurance premium quotations required for the preparation of the quotation; where a supplier may have sent in a previous quotation that is not related to this tender request, their previous quotation is not considered valid and a new quotation must be submitted under the rules and requests made in this tender document.
- ii) entering into any agreement or arrangement with any person that the supplier shall refrain from quotation or as to the amount of any quotation to be submitted.
- iii) offering or paying or giving or agreeing to give 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 to any other quotation or proposed quotation for the said work any act or thing of the sort described above. The context of this clause the word ‘person’ includes any persons and anybody or association, corporate or non-corporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

## 5.6 Freedom of Information Act and Data Protection

The Freedom of Information Act 2000 requires the Council to disclose information it holds on request even where that information was collected prior to 2005. Information will only not be disclosed where a statutory exemption applies. In providing information to the Council Suppliers therefore accept that such information may be disclosable under the Act and should not provide information as part of this quotation on an “in confidence” basis. Any information that the supplier considers should not be disclosed because an exemption applies should be clearly marked as such and the reasons for claiming an exemption provided. However, the final decision as to whether information should be disclosed or not (including the application of the public interest test) shall remain the decision of Holmes Chapel Parish Council. The Council shall retain information gathered as part of this quotation exercise in accordance with its Retentions and Deletions Policy.

Where applicable, the supplier shall (and shall procure that any person (e.g., a sub-Supplier or consultant or professional advisor) involved in this quotation) be registered under the General Data Protection Regulation 2018 (GDPR) and observe all their obligations under the GDPR which arise in connection with this quotation. Where the supplier is processing personal data (as defined by the GDPR) as a data processor for or in relation to the Council the supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under GDPR. From time to time the Council may require the supplier to provide the Council with such information as the Council may reasonably require satisfying itself that the Supplier is complying with its obligations under the GDPR, and the supplier shall promptly notify the Council in writing of any breach of the measures required to be put in place by this Invitation to Quotation.

## 5.7 Public Rights of Audit

The Audit Commissions Act 1998 and the Accounts and Audit Regulations 2003 entitles members of the public, for a limited period each year, access to the Council’s records so that they can audit them. For the purposes of this exercise, the Council’s records include contracts that the Council has with its suppliers. Suppliers should note that any contract awarded after this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the GDPR and any commercially confidential material that would, in the Council’s judgement, fall within an



exemption provided under the Freedom of Information Act 2000 is not disclosed.

## 5.8 Qualification

Quotations should not be qualified, conditional, or accompanied by statements that might be construed as rendering the quotation equivocal. Qualified, conditional quotations will not be considered. The Council's decision as to whether a quotation is in an acceptable form will be final.

No alteration or addition shall be made to the Form of Quotation, pricing schedules or any part of the Request for Quotation except where expressly allowed or as provided in the paragraph below.

Suppliers must obtain for themselves all information necessary for the preparation of their quotation and satisfy themselves that the quality and standards specified by themselves, or the Council is appropriate. Information supplied to Suppliers by the Council or contained in the Council publications is supplied only for general guidance in the preparation of the quotation.

Suppliers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused arising from the use by Suppliers of such information.

Quotations and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and subject to the exclusive jurisdiction of the English Courts.

## 5.9 Warranties

In submitting its quotation, the supplier warrants, represents and undertakes to the Council that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the supplier, its staff, or agents in connection with or arising out of the quotation are true, complete and accurate in all respects, both as at the date communicated and as at the date of quotation submission.
- It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the quotation and that it has not submitted the quotation and will not be entering into the contract (if the same be awarded to the supplier by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council.
- It has full power and authority to enter into the contract and perform the obligations specified in the Contract Documents and will, if required, produce evidence of such to the Council.
- It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment, and other resources available to it to perform the obligations specified in the Contract Documents; and
- It will not at any time during the duration of the contract or at any time thereafter claim or seek to enforce for the purposes of this contract, any lien, charge, or other encumbrance over property of what nature owned or controlled by the Council and which is for the time being in the possession of the supplier.

## 5.10 Other Conditions of Quotation

- The Council will not reimburse any quotation costs and/or expenses.
- Suppliers must not have any contact with the staff and councilors of Holmes Chapel Parish Council until after award of the contract other than those allowed as described in 1.5 and the "Section 4 Instructions to Suppliers" above.

# PART B – THE COUNCIL’S WORK REQUIREMENTS

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## SECTIONS 6-7

This part sets out the Council’s requirements and comprises the Specification for the Work and the Contract Documents (these will apply to any contract(s) that may be placed as the result of this Request for Quotation).

## **SECTION 6 - SPECIFICATION: HOLMES CHAPEL Church Walk – Installation of a refurbished surface**

### **6.1 Design Brief Introduction**

There is a public footpath in the centre of Holmes Chapel running west from London Road to a car park owned by the Co-Op. This footway is privately owned but designated as a public footpath. Holmes Chapel Parish Council is inviting quotations based on the details in this RFQ for this work. Please also see the documents:

- 20210119 Church Walk Restoration Diagram
- Church Walk Project Breakdown (rev 8) October 2021

### **Key Requirements**

- 6.1.1 The submitted proposal must be only for the area shown in the diagram attached to this RFQ (*20210119 Church Walk Restoration Diagram*) and the related project breakdown (*Church Walk Project Breakdown (rev 8) October 2021*) that shows the numbering of the requirements.
- 6.1.2 The supplier is expected to conform with all manufacturer's specifications for the installation of products used. It is expected that as an approved supplier of a particular product specified in this bid, the manufacturer may undertake inspections during the installation process and could provide suitable reports to the parish council that these have been done and that they certify that their products have been installed successfully and correctly.
- 6.1.3 At all times during the work to implement the accepted changes, full access to the shops in Church Walk is essential to ensure the facilities are not interrupted.
- 6.1.4 It will be necessary for the supplier to consider the current locations of utilities, such as telecommunications, gas, electricity, and drainage/water that are in situ in this area and may affect the required works. The Supplier is expected to take all necessary steps to ensure that no utilities are interrupted or damaged by this work and that steps will be taken to ensure that work methods take this into account.
- 6.1.5 Security of the site must be maintained throughout the works and details will need to be agreed with the parish council.

## 6.2 Detailed Requirements

- 6.2.1 The proposal is expected to be in a form that can be easily understood with a glossary of terms to cover any acronyms and technical definitions.
- 6.2.2 The structure of the proposal is left with the Supplier if it conforms with these detailed requirements and other issues specified elsewhere in this document.
- 6.2.3 Building Regulations may apply to some of the work, and it is expected that the supplier will ensure this is complied with and managed, as necessary.
- 6.2.4 The work and materials must be guaranteed for a minimum of 10 years and the response should show how this guarantee would be maintained during the warranty period. E.g., Annual inspections. (*See Section 3 Qualifying Criteria (f) for warranty details required.*)

### Specific Work areas

- 6.2.5 The area to be laid with a new surface is shown in the “20210119 Church Walk Restoration Diagram” attached and includes the area beside Church House. Specifically, it is the area from the junction with London Road to the roadway to the car park and the area in front of the business premises of Church House.
- 6.2.6 A gap to be created in the metal fence and a step down opposite Church House at the position 12 shown on the plan to allow pedestrian traffic.
- 6.2.7 Erect a steel archway (detail to be specified by supplier) over the London Road end of the entrance to Church Walk with lettering ‘Church Walk’ at position 2.
- 6.2.8 Erect wall mounted signboards at the London Road end of Church Walk for businesses to advertise the name of their business along Church Walk and Cheshire House at position 3.
- 6.2.9 Supply and install a removeable lockable bollard at the London Road end of Church Walk, as per the “20210119 Church Walk Restoration Diagram”, position 1. This is to allow business owners access with a small vehicle.

### Church Walk Design

- 6.2.10 The supplier is expected to provide a detailed design of the refurbishment proposed. The design must include a clear definition of access and egress for all shop owners and users.
- 6.2.11 The response should include details that the design and installation conform to industry standards.

### Materials

- 6.2.12 The materials to be used for the proposed paving is Marshall’s Drivesett Tegula Original in the ‘Traditional’ finish to match that at the London Road end of the site.
- 6.2.13 Ground preparation and laying surface should be to the specified standard defined by the block supplier for a public footway and which is also subject to vehicular access for building maintenance purposes.

### Drainage & Utilities

- 6.2.14 The supplier is to ensure that drainage across the area is sufficient to remove all surface water. This should be connected to existing surface water drainage.
- 6.2.15 The wall mounted lights will be positioned as shown on the drawing and supplied from the box indicated on the drawing. Light design suitable for a Conservation Area should be specified.
- 6.2.16 As well as the electricity supply installed around the area, there may be other utilities such as water in the vicinity. The supplier is expected to satisfy itself that these are not disturbed or will be reinstalled if they interfere with the work of this RFQ.

### Street Furniture

- 6.2.17 Installation of 1.8m long timber bench seats (supplied separately by the Parish Council) to be

installed at positions indicated on the plan. The seats to be anchored to the ground securely.

- 6.2.18 Installation of 2 litter bins (supplied separately by the Parish Council) coinciding with the bench locations
- 6.2.19 Installation of 6 planters (supplied separately by the Parish Council) to be attached to the railings opposite Church House
- 6.2.20 If the council accepts the railings requirements requested in the Project Breakdown, the supplier will be expected to install these.

### 6.3 TIMESCALES AND CONSTRAINTS

It is hoped to have the work will be started by January/February 2022 and the supplier should clearly indicate their ability to achieve this and an estimate of how long the works will require.

### 6.4 PAYMENT PROFILE

The payment arrangements for the project shall be as follows: -

- A payment of 95% of the total invoiced contract value will be paid upon handover to Holmes Chapel Parish Council.
- The balance will be held on retainer for a period of 6 months from handover for any defects arising.

### 6.5 Site Work Specification: General

#### Entry onto the site

1. The supplier will need to specify the requirements for provision of a 'site compound', i.e., size, location, security, etc.
2. Suppliers must always protect the immediate surrounding area from damage by vehicles and plant; suppliers are therefore required to submit their methodology for protecting this area.
3. The Supplier shall keep all public highways and footways affected by the Works clear of construction debris.
4. The Supplier shall satisfy themselves of the adequacy of the Site access for the proposed intended method of construction and equipment, and, where deemed necessary, provide any additional protection or temporary measures.
5. For access to the Site, any vehicular access must be undertaken using a banksman as access points are used by or are near to pedestrian footpaths.
6. Access to the Site shall be managed by the Supplier to avoid undue disturbance to the properties near the Site. The Supplier shall confine their access on the Site to the areas where Works are required and on routes agreed with the Council.
7. Sufficient Site signage must be provided to ensure safe operation of the Site. The location and form of signage shall be agreed with the Council.
8. The Supplier will ensure that all required daily notifications of who is present on site will be recorded by the supplier and advised to the council if required, for the purposes of fire and health and safety requirements

### Structures

9. The Supplier shall ensure that no damage is caused to any existing structure because of their Works. The Supplier shall undertake, in the presence of the Council's staff, a photographic survey of the Site prior to commencement of the Works. A record of the survey shall be issued to the Council prior to the mobilisation of the Supplier's plant and other items onto the Site.
10. If damage is caused by the Supplier, the Supplier shall, at their own expense, reinstate the structure to its original condition as indicated by the photographic survey.

### Use of Site Water Supply

11. The Supplier will need to seek permission to draw water from an appropriate location near the site

### Environment and Sustainability

12. The Supplier shall ensure that spillage or leakage of fuel and lubricants and the washing of construction is prevented within the Site. In the event of accidental spillage, the Supplier shall immediately undertake all Works necessary to contain the spillage and minimise the area of contamination at their own expense. All polluted or contaminated materials shall be disposed of off Site in approved waste disposal facilities at the Supplier's own expense. The Supplier shall maintain adequate stocks of oil absorbent material.
13. Any pollution incident shall be immediately reported by the Supplier to the Council prior to reporting it to the Environment Agency. Contact telephone number: 0800 80 70 60 (24 hours). The Supplier's workforce and any Sub- Suppliers should be made aware of these requirements and the emergency telephone number.
14. Prior to construction the Supplier shall demonstrate in a written Method Statement their proposals to minimise environmental impact and satisfy the following requirements:
  - Avoidance of pollution of any waters, (surface or underground)
  - Avoidance of pollution of any land
  - Preservation of flora and fauna
  - Avoidance of nuisance of sounds, vibrations, and dust

### Statements of Account

15. A Final Statement of Account submitted by the Supplier shall be provided to the Council before any payment is made.

### Working Hours

16. The Supplier shall not carry out work on the Site outside the hours of 8am and 5pm Monday to Friday. No Works are to be carried out on Saturday and Sunday or Bank Holidays without the parish councils written consent.

### Safety

17. The Suppliers responsibilities in relation to Health and Safety includes but is not limited to the items listed in this section.
18. The Supplier shall take full responsibility for the safety of the Site, their Site operations (including operations carried out by any sub-contractors) and methods of construction/working and provide method statements and risk assessments prior to any site operations taking place.

19. The Supplier shall ensure that all employees and their sub-contractors comply with current Health and Safety Legislation and Codes of Practices including, but not limited to; the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 2002 and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
20. The Supplier must ensure that their duties under the Construction (Design and Management) Regulations 2015 (CDM) are met. Under these provisions the successful supplier will be the Principal Supplier and the Principal Designer.
21. The Supplier shall include for the provision of temporary Site safety fencing and warning posts and markers for overhead and underground power cables and other services.
22. The Supplier shall ensure that all relevant and necessary personal protective equipment shall be always worn.
23. The Supplier shall take full responsibility for traffic safety and pedestrian management during the works and must provide adequate barriers and temporary signing to ensure carriageway and footway users are clearly directed and may negotiate the works in safety.

#### Noise and Vibration

24. During construction, the best practical means of reducing noise to a minimum as defined in the Control of Pollution Act 1974 and the Health and Safety at Work, Act 1974 shall be employed always. The Supplier shall observe the recommendations set out in BS 5228-1:2009.
25. The Supplier shall furnish such information as may be requested by the Council in relation to noise levels emitted by constructional plant.
26. The Supplier shall arrange the Works to minimise noise pollution to properties in the vicinity of the Site.

#### Dust

27. The Supplier shall take all reasonable measures to control dust, such as the regular damping down of earthworks, haul roads and access tracks with water from an approved source if necessary.

#### Supervisor

28. The Supplier shall employ directly, (not as a sub-Supplier's employee) a competent supervisor full time for the Works who shall ensure that the Works are constructed in accordance with the requirements of the Specification.

#### Site Compound

29. The Supplier may need to establish and maintain a Site compound for welfare facilities and storage of materials close to the Site area. This should be agreed with the Parish Council. Toilet facilities should be provided within all construction operations and urinating in the open is prohibited.

#### Ecological Surveys and Protective Measures

30. It is not envisaged that ecological surveys will be necessary but if they are found to be necessary, the Supplier shall work with the Council to ensure access for survey teams.
31. The Supplier shall install protective measures such as drip trays for generators and fuel storage to ensure the watercourses are not contaminated by spillage or construction activities.

#### Dangerous Materials

32. The Supplier shall halt the Works and inform the Council should any unexpected items be uncovered on the Site by the Supplier. If the Council deems it necessary to request a specialist to visit the Site before the Works can re-commence then the Supplier should cooperate with the specialist and allow access to the Site for them to carry out their activities.

Excavation

33. Where materials are intended for reuse in the Works, but not immediately required, they shall be stored in temporary stockpiles in locations approved by the Council
34. No temporary or permanent stockpiling shall be allowed adjacent to existing trees or underground services.
35. No temporary stockpiling shall be above 2.0m in height.
36. The Supplier shall place 'selected for reuse' and 'non-selected' materials separately.
37. The Supplier shall have all material categorised as either 'acceptable' or 'unacceptable' prior to disposal, or certificates of disposal shall be presented to the Council for Approval.



## SECTION 7 - CONTRACT DOCUMENTS

### CONTRACT DOCUMENTS

Any queries about any terms should be raised and clarified with the Contact Officer prior to quotation submission. The Council will not enter any negotiations whatsoever regarding the conditions of contract after quotations have been submitted.

#### Contract Stage 3– (Construction)

The contract to be used is the JCT Minor Works Building Contract with Contractor’s Design (2011) as amended. A **draft** contract with the Council’s intended amendments is shown in the next section.

For the avoidance of doubt the term ‘Employer’ used into this contract relates to Holmes Chapel Parish Council.

# JCT MWD 2011 - Minor Works Building Contract with Contractor's Design

## A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD2011)

The Contract: JCT Minor Works Building Contract with Contractor's Design 2011.

Requirement: Allow for the obligations, liabilities and services described therein against the headings following:

### RECITALS

First – the Employer wishes to have the following work carried out:

The provision of a refurbished surface and associated work at Church Walk, Holmes Chapel, Cheshire

("the Works") under the direction of the Architect/Contract Administrator referred to in Article 3;

Second – the Works include the design and construction ("the Supplier's Designed Portion");

Third – the Employer has had the following documents prepared which show and describe the work to be done:

A Specification ("the Contract Specification")

Work Schedules

Other documents showing or describing or otherwise stating their requirements for the design and construction of the Supplier's Designed Portion ("the Employer's Requirements")

Fourth – The Supplier shall provide the Employer with a copy of the priced Contract Specification and Work Schedules

### THE ARTICLES

Article 3 – Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator is **Tina Cartlidge, Clerk of the Council**

Article 4 – CDM Co-Ordinator

The CDM Co-Ordinator for the purposes of the CDM Regulations is **to be determined**

Article 5 – Principal Supplier

The Principal Supplier for the purposes of the CDM Regulations is **to be determined**

### CONTRACT PARTICULARS

Fifth Recital and Section 2 – Base Date is [ten days before the date fixed for the return of quotations]

Fifth Recital and clause 4.2 – Construction Industry Scheme (CIS)

Employer at the Base Date is a 'Supplier' for the purposes of the CIS

Sixth Recital – CDM Regulations

The project is not notifiable

Seventh Recital – Framework Agreement – Not Applicable

Eighth Recital and Schedule 3 – Supplemental Provisions Collaborative working  
Paragraph 1 does not apply

Health and Safety Paragraph 2 applies  
Cost savings and value improvements Paragraph 3 does not apply  
Sustainable development and environmental considerations Paragraph 4 applies  
Performance Indicators and monitoring Paragraph 5 does not apply  
Notification and negotiation of disputes Paragraph 6 applies

Where paragraph 6 applies, the respective Employer’s nominee: **Tina Cartlidge**  
nominees of the Parties are Supplier’s nominee: TBC

Article 7 – Arbitration

Article 7 and Schedule 1 (Arbitration) Applies

Clause 1.1 – CDM Planning Period – **Not Applicable**

Clause 2.3 – Date for Commencement of the Works [ **approximately February/March 2022- TBC**]

Clause 2.3 – Date for Completion [**As proposed by the Quotation documents and agreed by all parties**]

Clause 2.9 – Liquidated Damages – at the rate of [**£TBC**] **per week to be determined at contract award**

Clause 2.11 – Rectification Period

12 months from the date of practical completion of the Works

Clause 4.3 – Percentage of the total value of the work, etc. – 95%

Clause 4.4 – Percentage of the total amount to be paid to the Supplier – 95% on completion and 5% 6 months after completion subject to final inspection

Clause 4.8.1 – Supply of documentation for computation of amount to be finally certified  
One month from the date of practical completion

Clause 4.11 and Schedule 2 – Contribution, levy and tax changes

Schedule 2 (Fluctuations Option): does not apply

Percentage addition for Fluctuations Option: does not apply

Clause 5.3.2 – Supplier’s insurance – injury to persons or property

Insurance cover (for any one occurrence or series of occurrences arising out of one event)  
£5,000,000

Clause 5.4A, 5.4B and 5.4C – Insurance of the Works etc. – alternative provisions

Clause 5.4A (Works Insurance by Supplier in Joint Names)

Clause 5.4B (Works and existing structures insurance by Employer in Joint Names) **applies**

Clause 5.4C (Existing structures insurance by Employer in own name)

Clause 5.4A.1.and 5.4B.1.2 Percentage to cover professional fees: **Not applicable**

Clause 7.2. – Adjudication

Nominator body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The Royal Institute of British Architects

Schedule 1(paragraph 2.1) – Arbitration – appointer of Arbitrator (and of any replacement)

President or a Vice President: The Royal Institute of British Architects

## CONDITIONS

### (JCT) SECTION 2: CARRYING OUT THE WORKS

After Clause 2.1.6 insert the following:

#### “Confidentiality

“2.1.7 The Supplier shall be aware of and make it known to all employee’s agents or sub-Suppliers that all information in this Contract or acquired in any way because of the performance or carrying out of the Contract is confidential to the Employer. The Supplier or the Supplier’s employees or agents or sub-contractors shall not divulge any such information to any other person, other than for the purposes of the performance or carrying out of the Contract except with the written permission of the Employer. The Supplier shall neither dispose nor part with possession of any confidential information or material provided to the Supplier pursuant to this Contract or prepared by the Supplier pursuant to this Contract other than in accordance with the express written instructions of the Employer. The Supplier shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this clause.”

“2.1.8 The Supplier hereby agrees that if the Supplier its employees officers sub- Suppliers or agents gain access in the course of the performance of this Contract or other to information held by the Employer and consisting of personal data within the meaning of the General Data Protection Regulations (GDPR) 2018 such information shall remain confidential and shall not be disclosed to any other person for any reason whatsoever without the express authority of the Employer and the Supplier hereby further agrees and undertakes to indemnify the Employer from all actions arising from any such unauthorised disclosure.”

### (JCT) SECTION 3: CONTROL OF THE WORKS

Insert as clause 3.3.2.3 the following:

“.3 under the sub-contract and any sub-contract under it, the due dates for interim payments shall each be the same date as under this Contract and each valuation for an interim payment shall be made as at the same date as the valuation under this Contract; the final date for each payment under the sub-contract shall be not later than 19 days after due date and, under any sub-contract, not later than 23 days after due date.”

Renumber existing paragraph .3 as .4

#### (JCT) SECTION 4: PAYMENT

Clause 4.3 – Delete “14 days” and add “30 days” in the last line

Clause 4.4 – Delete “14 days” and add “30 days” in the last line

Clauses 4.5.2 and 4.5.3 – Delete clauses entirely

Clause 4.5.4 – Delete “5 days” and add “7 days” in the second line

Clause 4.7.1 – Delete “7 days” and add “14 days” in the fourth line

Clause 4.8.1 – Delete “28 days” and add “30 days” in the third line

Clause 4.8.2 – Delete “14 days” and add “30 days”

Clause 4.8.3 – Delete “5 days” and add “7 days” in the second line

Clauses 4.8.4.1, 4.8.4.2 and 4.8.4.3 – Delete clauses entirely

#### (JCT) SECTION 5: INJURY, DAMAGE AND INSURANCE

Clause 5.3.2 – After ‘of one event’ add the words ‘with no limit to the number of events’

After Clause 5.5 insert:

“5.6 The Supplier shall ensure so far as is reasonably practicable the health, safety and welfare at work of their employees and shall conduct their undertakings in such a way as to ensure that persons other than their employees who may be affected by their operations are not exposed to risks to their health or safety and shall in all respects perform all their duties under the Health and Safety at Work, etc. Act 1974 and all Health and Safety Regulations made thereunder.

5.7 The Supplier shall maintain (and shall ensure any sub-contractor maintains) employer’s liability insurance (including an indemnity of principal’s clause and complying with the Employer’s Liability (Compulsory Insurance) Act 1969) of not less than £5million for the duration of this Contract.

5.7 The Supplier shall maintain (and shall ensure any sub-contractor maintains) professional indemnity insurance of not less than £1 million for the duration of this Contract and for a period of six years thereafter.”

#### (JCT) SECTION 6: TERMINATION

Additional Clause 6.4.1.4:

“or 5.6 (Health and Safety)”

Clause 6.6 – at the end of clause 6.6, after the full stop insert:

“For the purpose of this clause 6.6, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier”

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## (JCT) SECTION 8: ADDITIONAL EMPLOYER REQUIREMENTS

### 8.1 Prevention of Corruption

The Employer may terminate the Contract and recover all its loss if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:

- offer, give or agree to give to anyone any inducement or reward in respect of this or any other contract with the Employer.
- commit an offence under the Bribery Act 2010; and/or
- commit any fraud in connection with this or any other contract with the Employer whether alone or in conjunction with Members or employees of the Employer.

### 8.2 Discrimination, Ombudsman Investigations and Human Rights

The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 in the provision of works or services to the public or in employment or contravene the Human Rights Act 1998. The Employer shall to the extent relevant to the Works comply with the Employer's equal opportunities policies, which may be consulted on the Employer's website ([www.holmeschapelparishcouncil.gov.uk](http://www.holmeschapelparishcouncil.gov.uk)) under the heading 'Policies'. The Supplier shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

- If either the Employer's internal or external auditors or if the Commissioner for Local Administration in England (the Local Government Ombudsman) shall wish to investigate the Contract, then the Supplier shall provide such information, access and co-operation as those persons may reasonably require.

### 8.3 Intellectual Property Rights, Confidentiality and Information

- The Supplier warrants to the Employer that the Works shall not infringe the Intellectual Property Rights of any third party.
- All Intellectual Property Rights in any specification, information instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by the Employer or obtained by the Supplier in connection with the Contract shall remain vested solely in the Employer and shall be kept confidential by the Supplier.
- Where the Supplier has access to information about people, it shall ensure that in providing the Works, the provisions of the General Data Protection Regulation 2018 (GDPR) are observed (and also any Employer's data protection requirements notified to the Supplier).
- This Clause shall apply both during the Contract and after its termination.
- The Supplier will note and facilitate the Employer's compliance with the Freedom of Information Act 2000 and any subordinate legislation made under that act (the "FOIA") and the Environmental Information Regulations 2004 ("the Environmental Information Regulations") and any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such regulations.
- If the Employer is required to provide information to a person as a result of a request made to it under the FOIA or the Environmental Information Regulations, the Employer shall adhere to the requirements of the FOIA and the Environmental

Information Regulations in disclosing information relating to the Contract and the Supplier.

- The Supplier shall assist the Employer at no additional charge in meeting any requests for information in relation to the Contract that are made to the Employer in connection with the FOIA or the Environmental Information Regulations. The Employer may, from time to time, serve on the Supplier an information notice requiring the Supplier within such time and in such form as is specified in the information notice, to furnish the Employer with such information as the Employer may reasonably require relating to such requests for information.□

#### 8.4 Nuisance /Quiet Enjoyment of the Site

- The Supplier shall always prevent any nuisance (including, but without limitation, any noisy work operations) or the unreasonable interference with the rights of any tenant, lawful visitor or occupier or any statutory undertaking arising out of the carrying out of the Works and shall assist the Employer in defending any action or proceedings which may be instituted in relation thereto
- The Supplier shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default of the Supplier in performing their obligations under this clause 8.4

#### 8.5 Safety and Security

- The Supplier shall be solely responsible for keeping the site safe for lawful visitors to the site. The Supplier shall:
  - ensure that those parts of the site and the Works that are under their control are maintained to a standard that avoids danger to lawful visitors to the site;
  - ensure that the site and the Works are kept secure at all times;
  - procure and maintain at their own cost all necessary measures required by law or by any relevant authority or by the Employer or otherwise to protect the Works and ensure the safety of the public; and
  - ensure that sub-Suppliers employ on the Works only persons who are suitably qualified about health, safety and security.
- The Employer may require the Supplier to comply with and give effect to a policy on admission of persons to the site
- Subject to any express provisions of this Contract to the contrary or the Employer's written consent, the Supplier's employees and agents are only permitted to enter those parts of the site under the Supplier's control.
- The Supplier shall ensure that:
  - access to the site is not inhibited in any way;
  - any vehicles or persons authorised by the Employer to use parts of the site for access to other premises are not impeded in any way; and
 (iii)it and its employees, agents and domestic sub-Suppliers liaise with and do not impede any work men employed by the Employer to carry out works on or near the site.
- The Supplier shall indemnify the Employer from and against any cost, loss, liability, claim or damage (including all legal fees and expenses) which the Employer incurs or suffers because of any breach by the Supplier of its obligation under this Clause 8.5.

**(JCT) SCHEDULE 3: SUPPLEMENTAL PROVISIONS**

Insert additional paragraph 7:

Notwithstanding any other term of this Contract:

1. the Supplier hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA .
2. the Employer shall promptly inform the Supplier of any request for disclosure that he receives in relation to this Contract.”

**EXECUTION**

The Contract: shall be executed as a Deed

**CONTRACT GUARANTEE BOND**

Contract Guarantee Bond: N/A



# PART C – QUOTATION DOCUMENT

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## SECTIONS 8 – 11

Suppliers will have either received this document electronically or had an electronic copy via postal means to enable you to submit a quotation. Suppliers are required to supply one hard copy of their Quotation and an electronic copy of the completed Quotation Document on a USB memory stick (certified virus free) but NOT by email in a format compatible with Microsoft Word and Excel

Suppliers are asked to make their response to the Council's requirements by completing the following Sections 8 to 12

Suppliers should cross reference any other documents submitted with the Quotation to the applicable section in this Quotation Document so that it is easy for the evaluation team to identify the Supplier's full response to each requirement.

## SECTION 8 – QUOTATION AND PRICING SCHEDULE

### UNCONDITIONAL AND IRREVOCABLE OFFER TO HOLMES CHAPEL PARISH COUNCIL

**Re: Request for Quotation for provision of a new surface at Church Walk Holmes Chapel**

To: Holmes Chapel Parish Council  
Clerk of the Council, 1 Church Walk, Holmes Chapel, Cheshire, CW4 7AZ

Having carefully read the Request for Quotation and in consideration of responding to this Quotation:

1. We offer to carry out the Works specified and to complete the contract in accordance with the Contract Documents and our Quotation for the sum of £.....  
(Excluding VAT)

(Enter amount in words also.....)

This total sum is broken down as follows:

<b>1. <u>Church Walk and associated Works</u></b>	
Construction – cost of labour	£
Cost of Materials Breakdown as per “Church Walk Project Breakdown (rev 5) July 2021” including separately cost of installation.	£
Overheads, other costs, and margins <i>(to be itemised in the proposal where possible.)</i>	£
<b>TOTAL</b> (Excluding VAT)	£
Contingency – Cost of timber and other materials and other possible costs not known <i>(This will need to be itemised on completion of works and it is expected that either permission to proceed is given or work notified before it commences.)</i>	£

2. We confirm that if our Quotation is accepted, we will, upon demand:
  - Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
  - Provide any documents and other information requests for financial information to complete all the council’s due diligence procedures
  - Sign formal contract documentation
3. We agree that this Quotation shall constitute an irrecoverable, unconditional offer which may not be withdrawn for a period of 90 days from this date.
4. We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in Section 7 duly completed by our ultimate holding company [SUPPLIER TO DELETE IF NOT APPLICABLE].
5. We understand that the Council is not bound to accept any quotation it receives.

**Company\***

(1) Signature ..... Name ..... (Director)	(2) Signature ..... Name ..... (Director/Company Secretary) *
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For and on behalf of: .....

(print Company's full name and registered number)

Registered Address: .....

DATE: .....

**Sole Principal/Partnership / Limited Liability Partnership\***

(1) Signature ..... Name ..... Job Title/Designation .....	*(2) Signature ..... Name ..... Job Title/Designation .....
---	--

For and on behalf of: .....

(print business' full name)

Business Address .....

DATE: .....

\*delete as applicable

## SECTION 9 - QUOTATION CERTIFICATE

To: HOLMES CHAPEL PARISH COUNCIL (“the Council”)

I/We certify that this is a bona fide quotation, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf):

1. Fixed the amount of the Quotation (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than the Council the amount or approximate amount or terms of my/our proposed quotation (other than in confidence to obtain quotations, professional advice or insurance necessary for the preparation of the quotation).
3. Entered into any agreement or arrangement with any other person that he shall refrain from quotation or as to the amount or terms of any quotation to be submitted by him.
4. Canvassed or solicited any member, officer, or other employee of the Council in connection with the award of this or any other Council contract or quotation.
5. Offered, given, or agreed to give any inducement or reward in respect of this or any other Council Supplier quotation.

SIGNED\* (1) .....

Status .....

SIGNED\* (2) .....

Status .....

for and on behalf of .....

Date: .....

\*Note: to be signed by the same signatories as the Form of Quotation

## SECTION 10 - BUSINESS QUESTIONNAIRE

Your completed Business Questionnaire (and accompanying documentation) will be shared with only those officers involved in the procurement exercise.

TO BE COMPLETED BY APPLICANT

1.	<b>APPLICANT DETAILS</b>
1.1	Trading Name of the Organisation submitting this Business Questionnaire:
1.2	Contact Name for enquiries about this quotation:
1.3	Contact Position (Job Title):
1.4	Address:  Postcode:
1.5	Telephone Number(s):
1.6	Fax Number:
1.7	E-mail Address:
1.8	Website Address (if any)
1.9	Registered Name of Organisation submitting this Business Questionnaire:
1.10	Registered Address:  Postcode:
1.11	Company Registration No:
1.12	Charity/Housing Association/Other Registration No: (if applicable)
1.13	Date of Formation and/or Registration:
1.14	VAT Registration Number:

2.	<b>STATUS OF APPLICANT</b>	
2.1	Is the Applicant (Please tick as appropriate):	
	i) A Public Limited Company?	
	ii) A Limited Company	
	iii) A Company Limited by Guarantee	
	iv) A Partnership?	
	v) A Sole Trader?	
	vi) A Charity	
	vii) A Franchise	
	viii) A Small/Medium Sized Enterprise or SME?	
	ix) Other (e.g.: a Special Purpose Vehicle, Joint Venture Company etc Please specify	
2.2	Are you applying as the lead organisation in a consortium of organisations?	YES / NO
	If YES to 2.2, please set out here who the member organisations of the consortium are, what their respective roles will be and state when the consortium was formed:	
3.	<b>OWNERSHIP</b>	
3.1	Is the Applicant a subsidiary of another company as defined by Section 736(1) of the Companies Act 1985?	YES / NO
	If YES to 3.1, give the following details in respect of the Holding/Parent company:	
	Registered Name:	
	Registered Office address:	
	Registration Number:	
	Note: The Holding/Parent Company may be required to enter into a Deed of Guarantee, where a contract is proposed with a subsidiary to indemnify against all losses, damages, costs which may be incurred by reason of any default on the part of the applicant.	
3.2	Please give details of any changes of ownership in the last 3 years	
3.3	To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of Holmes Chapel Parish Council?	YES / NO
	If YES to 3.3 please give details here:	
3.4	Number of employees in total:	

4.	<b>FINANCIAL AND INSURANCE MATTERS</b>	
4.1	If asked, would you be able to provide at least ONE of the following:	
	<input type="checkbox"/> A copy of your most recently audited accounts (for the last three years, if this applies)?	YES / NO
	<input type="checkbox"/> A statement of your turnover, profit & loss account and cashflow for the most recently year of trading?	YES / NO
	<input type="checkbox"/> A statement of your cashflow forecast for the current year and a bank letter outlining the current cash and credit position?	YES / NO
4.2	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	YES / NO
	If NO, what were the reasons and what has been done to put things right?	
4.3	Has your organisation met all its obligations to pay its creditors and staff during the past year?	YES / NO
	If NO, please explain why not	
4.4	Please provide details of all insurance cover currently in force:	
	<b>PUBLIC LIABILITY INSURANCE</b> (the Council's requirement is £5,000,000)	
	Level of Cover Held £	
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
	Copy attached as evidence of the cover stated (please delete as applicable)	Photocopy / Electronic (USB)
	<b>EMPLOYERS LIABILITY INSURANCE</b> the Council's requirement is £5,000,000	
	Level of Cover Held £	
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
	Copy attached as evidence of the cover stated (please delete as applicable)	Photocopy / Electronic (USB)

	<b>PROFESSIONAL INDEMNITY INSURANCE</b> the Council's requirement is £1,000,000	
	Level of Cover Held £	
	Name of Insurance Company	
	Policy No.	
	Expiry Date	
	Copy attached as evidence of the cover stated (please delete as applicable)	Photocopy / Electronic (USB)
4.5	If your organisation's quotation is successful, adequate insurance cover will be required. The levels are indicated in 4.4 above. If your current insurance is insufficient to meet the minimum requirements set out, please confirm that if awarded a contract, increased cover will be available at no extra cost to the authority.	YES / NO
4.6	Please state whether there are any outstanding insurance claims against your organisation(s) (other than for routine matters)	YES / NO
	If YES to 4.6, please provide brief details:	
<b>5. BUSINESS ACTIVITIES</b>		
5.1	Please briefly describe your organisation's principal fields of activity.	
	What proportion of total activity relates to products and/or services similar to those called for in this contract?	
5.2	Please detail here any sub-Suppliers you intend to use to deliver this contract	



<b>6.</b>	<b>EXPERIENCE &amp; REFERENCES</b>		
6.1	Please describe your experience in the last two years of providing contracted products and/or services, services or works like those being sought under this contract. This list does not have to be complete but merely sufficient to give the Council a broad understanding of your contract portfolio		
	<b>Name of client</b>	<b>Brief description of contract</b>	<b>Start / end dates</b>
			<b>Annual contract value (£)</b>
6.2	<p>The Council's policy on taking References Suppliers must provide a minimum of two written references with their quotation. These must be no more than a year old and relate to equivalent/similar services sought under this quotation. The Council reserves the right to approach the referees to validate/ seek further information on the Suppliers performance</p>		
6.3	Has your organisation within the last 5 years		
	a) Incurred contract penalties default notices or payment of liquidated damages?		YES / NO
	b) Withdrawn from a contract after the contract has been awarded (either before or after commencement of the contract)		YES / NO
	c) Had a contract terminated by the client earlier than the originally intended date?		YES / NO
	If YES, please give details		
<b>7.</b>	<b>HEALTH AND SAFETY</b>		
7.1	Do you currently hold any external health and safety accreditations, such as CHAS, Constructionline, or equivalent?		YES / NO
	If YES, please provide the following details:		
	Name of Accrediting Organisations		
	Your Accreditation Reference No:		
	Date Accreditation Valid Until:		
	Have you applied for membership if you are not already a member?		YES / NO
	Please provide a copy of your accreditation certificate with your Application Form		
	If you have answered YES to 7.1, and provided details and the copy of your certificate as requested, there is no need to complete the rest of this section If you have answered NO to 7.1, you must answer 7.2 to 7.5 below		
7.2	Does your organisation have a written Health and Safety at Work policy?		YES / NO
	If YES, please provide an up-to-date copy which should not be more than two years old) of your Health & Safety General Policy Statement, signed and dated by your Chairman, Chief Executive, Managing Director or Company Secretary		
	Note: Please DO NOT SUBMIT your full Health & Safety Policy or Manual		
	If NO, please explain why not		

7.3	Does your organisation have a Health & Safety at Work system?	YES / NO
	If NO, please explain why not	
7.4	Have you had any Health & Safety Executive/Local Authority enforcing action (e.g. Prosecution or issue of Improvement or Prohibition Notices) taken against your organisation in the past 3 years?	YES / NO
	If YES, what action has been taken within the organisation to remedy enforcing Action(s) and prevent similar occurrence in the future?	
7.5	Who is your “Competent Person” for provision of health and safety advice, as required by the Management of Health and Safety at Work Regulations 1992? If external consultants, please provide the name and address of the organisation and the name of the consultant:	
	Name	
	Position	
	Telephone No.	
	Email Address	
	To whom does the “Competent Person report to in your organisation?	

## SECTION 11 - METHOD STATEMENTS

Please provide a response to the method statement questions below, to explain how you propose to deliver the services called for in the Specification. Supporting information (not in the form of a question) may also be required in some areas.

Suppliers are referred to Section 3 of the quotation document and reminded that evaluation of their method statements will be accounted for in the total quotation score.

Question Number	Method Statement Question	% weight allocated to question
<b>Design – 30%</b>		
Q1 Design Integrity,	Please describe your overall approach to the design for a new surface at Church Walk and how your design will meet the requirements of this tender.	50%
Q2 Safety of Design	Please describe steps taken to ensure the works complies to safety guidelines. LPCB's Loss Prevention Standards (LPS) are now widely recognised and applied in fire and security sectors. LPCB offers third-party certification confirming that products and services have met and will continue to meet these standards. The supplier should indicate whether the products used meet these standards.	50%
<b>Construction and Safety – 60%</b>		
Q3 Construction detail	Please provide construction drawings of the design, including details of works and explain your method of construction and quality control? This must include how compliance with Building Regulations, NFRC regulations and code of conduct and BBA Product Approval and Certification will be met	70%
Q4 Community Access	Please describe how your work creates appropriate access to the businesses of Church Walk at all times	25%
Q5 Health & Safety	Please describe how you would manage health and safety on site during construction with a focus on pedestrian management and minimising the impact on disruption to users?	5%
<b>Other Factors – 10%</b>		
Q6 Quality of Quotation Submission	Marks will be awarded for clarity of presentation material, ease of reference and conformance to required formats.	50%
Q7 Added Value	Please describe what value you will add to the project over and above the minimum specification	50%