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| **Contract Title** | **Surface Water Drainage Work****Draceana Avenue,** **Falmouth** |
| **Contract Reference** | **ITQ 01(01)** |
| **Authorised Recipient / Representative** | **Simon Penna** |
| **Email Address For Quotation Return** | **SimonPenna@falmouthtowncouncil.com** |

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# **PART 1(a) - REQUIREMENTS**

# **INSTRUCTIONS FOR SUBMITTING QUOTATIONS**

1. You are invited to submit a quotation for the works as detailed in this ITQ.
2. It is the responsibility of the quotation supplier to obtain for themselves, at their own expense, all information necessary for the preparation of their quotation.
3. No quotation shall be considered unless it is submitted in accordance with the requirements described in these instructions and no quotation received after the closing date shall be accepted or considered.
4. Quotation suppliers’ responses and information MUST be submitted as part of the quotation response. Failure to provide such information may result in the submission being rejected.
5. The Council may at its own absolute discretion extend the closing date and time specified for the receipt of quotations or invite variations to the terms of the contract.
6. **Suppliers are asked to demonstrate that the work offered comply fully with the requirements of this document. This will be evaluated on a Pass / Fail basis. Only suppliers which pass this quality will have their price evaluated for consideration.** **The Council will then evaluate this Quotation based on the lowest price.**
7. Note that all pricing will be fixed for the duration of the agreement. No costs, other than those included in this response will be allowed. Volumes provided are indicative.
8. All prices shall in all cases be exclusive of VAT, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.
9. The Council does not bind itself to accept the lowest or any quotation.
10. Suppliers should be aware that, should they be awarded a Contract, the content of the Contract may be published by the Council to the general public in line with transparency requirements.
11. Before publishing any information, the Council will consult with the supplier on any potential exemptions that may be applicable. The Supplier should note that the final decision on what information is published will rest will the Council.

# **KEY INFORMATION AND INDICATIVE TIMETABLE:**

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| **Authorised Recipient for this Project** |
| **Email Address for Quotation Return:** | SimonPenna@falmouthtowncouncil.com  |
| **Budget Range (excluding VAT)** | £35 to 50k |

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| **Stages following quotation submission** | **Date** |
| Quotation issue date: | 22 January 2024 |
| Final date for clarifications to be sent to the Council:  | 2 February 2024 |
| Date / Time for Quotation Return:  | **9 February 2024 (12 pm noon)** |
| Evaluation period | 14 February 2024 |
| Anticipated award date | 16 February 2024 |
| Contract Commencement Date  | 1 March 2024 |
| Contract Expiry Date  | 31 March 2024 |

# **SPECIFICATION**

1. Background:
2. Falmouth Town Council are looking for a suppler to install the drainage system working to the appropriate British Standards and Codes of Practice for Falmouth’s impending new skatepark prior to April 2024.
3. The scheme is detailed on drawing 1000 commissioned from PWS.
4. The Supplier will need to identify the position of the South West Water surface water sewer, carry out the connection and install from the point of connection to the South West Water Surface water sewer to the silt traps which should allow for the connection of 110mm drainage pipe from the skatepark that will be installed and connected by others.
5. The contractor will need to supply all materials as detailed on drawing 1000.
6. To install the “Hydro International storm bloc modular crate system 15.2m(L) 4.8m(W) .66m(D) specified to ensure access for jetting and de-silting.”
7. The Supplier will need to excavate the recently compacted material and set aside on site in a bund (location TBA) then excavate below recently compacted material to allow for the install of attenuation crates, the crating system to be completely enveloped with Terram installed to the correct depth and refilled above with the unbunded material.
8. It is anticipated that no material will need to be removed off-site (and this should be costed in the suppliers price within this Quotation.
9. All works will come under Construction Design and Management Regulations(CDM) 2015.
10. All labour and plant costs should be included in the contractor’s tender submission should be a totally inclusive price for the completion of the project.

# **SUPPORTING DOCUMENTS**

* DRAWING - 106 Site services PDF.pdf
* DRAWING - PA21\_07661-LOCATION\_PLAN-5827351.pdf
* DRAWING – Plan Showing Surface Water Drainage design

# **TENDER FORMAT**

1. The Supplier shall provide a cost breakdown in accordance with this tender.
2. Tenders shall be open for acceptance for 90 days from the date it is received by the client.
3. Any additional information which is necessary to support your Tender should be uploaded as part of your submission and cross-referenced in the main body of your Tender.

# **CONTRACT**

1. The project shall be delivered under the JCT Minor Works form of contract - <https://www.jctltd.co.uk/product/minor-works-building-contract>

# **CLARIFICATIONS**

1. Any enquiries or requests for clarification of any matter relating to this Invitation to Quotation (ITQ) or its contents must be made in writing via the above email address. Clarifications should be clearly identified by the email subject line of the ITQ and marked “CLARIFICATION”.
2. Clarification enquiries and responses will be communicated to all potential bidders.
3. **Important –** **Clarification responses will be uploaded onto the Contracts Finder portal as necessary. Tenderers must check the portal regularly to view the clarification register for responses to their Clarification Questions.**
4. If it is considered that a clarification and / or its response relates to confidential matters, it must mark the clarification as "confidential". If the Council believes it would be inappropriate to answer the clarification on a confidential basis it will notify the Supplier and require them to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state, the grounds for its objection.
5. If the Supplier does not withdraw the clarification or raise any objection within the specified period, or if the Council believes the clarification is not confidential, the Council may issue the clarification response to all the potential bidders.
6. The final Date for submissions and responses of clarifications relating to this ITQ is set out in the Tender Timetable detailed above.
7. Note that under no circumstances should other Council Officers be contacted directly. No verbal queries or clarifications are permissible.

# **SUBMISSION INSTRUCTIONS**

1. The table included in Appendix 1 - Checklist has been prepared in order to further support suppliers in submitting whole and compliant submissions. Please use this checklist to ensure that all relevant Appendices and information have been completed.
2. Bidders are asked to note that whilst the authorised recipient does have visibility of the names of the suppliers, that have responded via email, the details and documents that have been submitted in relation to the ITQ are not opened until the closing date / time for submission of quotations has passed.
3. Prior to the commencement of evaluations, the Council will complete an initial due diligence check to ensure that all submissions have been returned in accordance with Appendix 1 - Checklist. Missing information will result in a non-compliant submission and therefore will take no further part in the process.
4. Only one Quotation submission is permitted from each potential supplier. In the event that more than one is submitted by a potential supplier, the one with the latest time of submission will be evaluated and the other(s) disregarded.
5. The Quotation submission must be fully completed and signed by the potential supplier. All Quotations must be submitted by potential suppliers by the date and time detailed above.
6. Any submissions received after the deadline (based on the system clock) will not be considered. The only exceptions are responses to clarifications that may be sought from the potential supplier by the evaluation panel to bids submitted prior to the submission deadline.
7. Potential suppliers should be mindful of document file sizes and ability to send electronically. Where there is a large number of documents or documents then the bidder MUST ensure they allow plenty of time for your submission prior to the deadline for ITQ submissions.
8. The Council accepts no liability for any losses suffered by the supplier as a result of computer viruses. It is the potential supplier’s responsibility to ensure that files submitted to the Council are free from viruses. The Council may reject a submission which is submitted in a file or files which are, or the Council reasonably suspects are infected with a virus and may also delete such file or files.
9. It is the potential supplier’s responsibility to ensure that files delivered to the Council are complete and fully accessible by the Council and are not corrupted. The Council accepts no liability for corrupted files or data and may reject a Quotation submission which consists of or contains corrupted or inaccessible files.
10. If and to the extent that the delivery of a Quotation submission to the Council is prevented or delayed as a result of problems with the Council’s server, then the Council will ensure the integrity of the procurement process and may at their sole discretion allow applications to be re-submitted.

# **PART 1 (b) CONDITIONS OF REQUEST FOR QUOTATION**

# **COUNCIL RIGHTS**

1. The Council reserves the right to:
2. Seek clarifications or additional documents in respect of any Suppliers submission;
3. Disqualify any Suppliers that does not submit a compliant Quotation in accordance with the instructions in this IQT or is vague or incomplete. The Council may discount a returned Quotation in evaluation at their discretion;
4. Disqualify any Supplier in accordance with Regulation 57 (Exclusion Grounds; Mandatory Exclusions) of the Regulations;
5. Withdraw this ITQ at any time, or to re-invite potential bidders on the same or any alternative basis;
6. Choose not to award a Contract either in part or in full;
7. Make any changes it sees fit to the timetable, structure or content of the procurement process;
8. Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to Council or any criminal liability which such conduct by a Supplier may attract.

# **SUPPLIER CONDUCT**

1. By submission of a Quotation the Supplier warrants that:
2. The prices in this Quotation have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Supplier(s) or with any competitor.
3. Unless otherwise required by law, the prices which have been quoted in the Quotation have not knowingly been disclosed by the Supplier(s), directly or indirectly, to any other Supplier(s) or competitor, nor will they be so disclosed.
4. No attempt has been made or will be made by the Supplier(s) to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition and or any other undesirable practises.

# **CONFLICT OF INTEREST**

1. Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier, its advisers, and the Council, its advisors or the Suppliers constituent members. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council. There is a duty on the Supplier to notify the Council of any such conflict.

# **WARRANTIES AND DISCLAIMERS**

1. While the information contained in this ITQ is believed to be correct at the time of issue, Suppliers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.

# **MISREPRESENTATION**

1. When submitting your tender, you are confirming that your submission contains accurate information which will not mislead the Council in the tender evaluation process.

# **SUPPLIER’S WARRANTIES**

1. In submitting the Quotation, the Supplier warrants and represents and undertakes to Council that:
2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to Council by the Supplier or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
3. It has made its own investigations and research and has satisfied itself in respect of all matters relating to this ITT.
4. It has full power and authority to enter into the Contract / Framework Agreement and provide the Services and will if requested produce evidence of such to the Council.
5. It is of sound financial standing and the Supplier and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Supplier submitted to the Council) which may adversely affect such financial standing in the future.
6. The Supplier shall indemnify, and keep indemnified, the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of any of its obligations in this ITQ.

# **COSTS INCURRED**

1. The Council will not be liable for any Tender costs, expenditure, work or effort incurred by a Supplier or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

# **KEY REGULATIONS, ASSOCIATED LEGISLATION & DIRECTIVES WHICH MAY APPLY**

1. This is a ITQ being conducted under Public Sector procurement rules and Regulations. The Supplier shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters, plus the obligations placed on the University, particular reference shall be taken to the following Legislation:

**Public Contracts Regulations (2015) / The Procurement Act 2023 – (The Regulations);**

[**https://www.legislation.gov.uk/uksi/2015/102/contents**](https://www.legislation.gov.uk/uksi/2015/102/contents)

[**https://www.legislation.gov.uk/ukpga/2023/54/contents/enacted**](https://www.legislation.gov.uk/ukpga/2023/54/contents/enacted)

**The Bribery Act (2010);**

[**https://www.legislation.gov.uk/ukpga/2010/23/contents**](https://www.legislation.gov.uk/ukpga/2010/23/contents)

**Public Services (Social Value) Act 2012;**

[**https://www.legislation.gov.uk/ukpga/2012/3/contents**](https://www.legislation.gov.uk/ukpga/2012/3/contents)

**Freedom of Information Act 2000;**

[**https://www.legislation.gov.uk/ukpga/2000/36/contents**](https://www.legislation.gov.uk/ukpga/2000/36/contents)

**Environmental Information Regulations 2004;**

[**https://www.legislation.gov.uk/uksi/2004/3391/contents**](https://www.legislation.gov.uk/uksi/2004/3391/contents)

**Data Protection Act 2018;**

[**https://www.legislation.gov.uk/ukpga/2018/12/contents**](https://www.legislation.gov.uk/ukpga/2018/12/contents)

**Transparency Code 2015;**

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>

**Counter Terrorism and Security Act 2015**

**<https://www.legislation.gov.uk/ukpga/2015/6/contents>**

**Modern Slavery Act 2015**

[**https://www.legislation.gov.uk/ukpga/2015/30/contents**](https://www.legislation.gov.uk/ukpga/2015/30/contents)

**Late Payment Directive 2015**

**<https://www.gov.uk/government/publications/late-payment-directive-user-guide-to-the-recast-directive>**

1. It is the responsibility of the Supplier to consider whether or not Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Suppliers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.

Check that you have:

* Completed section 2.1: Company Information
* Completed section 2.2: Insurance Requirements
* Completed section 2.3: Offer Details (noting the pass/fail criteria)
* Completed section 2.4: Pricing Details
* Completed section 2.5: Signed Quotation Supplier’s Offer Confirmation / Declaration
* Included relevant supporting information in agreed formats
* Appropriately named the file in the following format: **Number - Project Reference - Document Name- Supplier Name**