

**INVITATION TO QUOTE
for the Provision of
Weed Control via the application
of herbicide**

Date of release 19th February 2019

Version No:1

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SECTION 1 – THE REQUIREMENT

1.1 Introduction

In pursuance of the Council's desire to maintain an acceptable level of cleanliness there is a requirement to spray perennial weeds in the road channel and footways. The treatment to be applied in April / May 2019 (weather depending) and includes adopted highways, footways and paved areas.

The Council wishes to establish a contract for the application of herbicide for weed control on adopted highways, footways and paved areas throughout the Bath & North East Somerset district in order to support the cleansing team in keeping our streets clean.

Successful bidders will be requested to sign up to the Council's Terms and Conditions as set out in Volume 2 – Terms and conditions services.

1.2 Overview

The Council wishes to establish a Contract for the provision of Weed Control via the application of herbicide.

Volume 1 sets out the instructions for submitting a quotation and contains a number of appendices, the majority of which tenderers need to return with their tender.

Volume 2 (separate document) contains the Contract to be entered into between the Council and the successful tenderer.

Volume 3 (separate document) sets out the Specification for the Services.

Volume 4 (separate documents) provides maps of the areas requiring the application of herbicide

1.3 Specification

Please refer to the separate document **Volume 3 – Specification** and **Volume 4 – Maps** for detail of what is required under this contract.

1.4 Term of Contract

It is planned that the contract will commence during April 2019 for one complete application.

SECTION 2 – INSTRUCTIONS TO QUOTES

2.1 E-Quote System

The Council uses ProContract as its e-procurement system. Assistance in relation to the e-procurement system is available to suppliers via the Supplier Help Icon within the system. Supplier Guidance documents are also available to view and download.

If you are still unable to resolve your issue in using the system please contact the Due North Technical Support Team. All queries must be logged on the new online Proactis supplier helpdesk –

<http://proactis.kayako.com/procontractv3/Core/Default/Index>.

Suppliers can do this either directly themselves, once registered or by emailing Proactis on ProContractSuppliers@proactis.com.

2.2 Register Intent or opt out

Once the Quote Information has been viewed suppliers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a supplier does not wish to, or is unable to submit a Quote and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 Preparation of Quote

Suppliers must obtain for themselves all information necessary for the preparation of their Quote response and all costs, expenses and liabilities incurred by the supplier in connection with the preparation and submission of the Quote shall be borne by the supplier, whether or not their offer is successful.

Information supplied to the supplier by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Quote. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

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

2.4 Price Schedule/s

The Council requires suppliers to complete and upload Price Schedule(s) where requested to do so within the e-procurement system.

All prices shall be in Pounds Sterling.

2.5 Other Documents or Supporting Evidence

If instructed to do so within the e-procurement system, the supplier must complete and upload other documentation that may be provided with this Invitation to Quote, or upload evidence to support their submission.

Documentation: Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages*. If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR

Quotes must not be qualified or conditional. Only Quotes submitted without qualification will be accepted for consideration. If a Quote is excluded from consideration, the supplier will be notified.

2.6 Submission deadline

Suppliers are required to submit their Quote within the e-procurement system by **12 O'clock midday on Friday 29 March 2019** and should allow sufficient time to complete questions and upload documentation where requested to do so. Quotes received after the closing date will not be considered and will result in the Council rejecting the Quote as a Fail / Non-compliant Quote. Emailed or hard copy Tenders will not be accepted.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Quote and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be given to all Organisations.

The Council expressly reserves the right to require a supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Quote. However, the Council is not obliged to make such requests.

Suppliers shall accept and acknowledge that by issuing this ITQ the Council shall not be bound to accept any Quote and reserves the right not to conclude a Contract for some or all of the services for which Quotes are invited.

2.7 Quote Validity

The Quote should remain open for acceptance for a period of 60 days. A Quote valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-procurement system including any clarification questions in sufficient time before the closing date, to enable the Council to respond to all suppliers. It is not acceptable for suppliers to seek clarifications via telephone or e-mail outside of the e-procurement system.

2.9 Confidentiality

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Quote shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.10 Disclaimer

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

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

Any resulting Contract shall be governed by English law.

2.11 Freedom of Information Act

Suppliers should note that the Council is subject to the 'Freedom of Information Act 2000'. Suppliers are requested to state which part, if any, of the information supplied with their Quote is confidential or commercially sensitive or should not be disclosed in response to a request for information and why. Suppliers' statements will be considered however the Council is unable to give any guarantee that the information in question will not be disclosed.

2.12 Transparency

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at [Local Government Transparency code 2015](#)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

2.13 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

| Date or Target Date | Activity |
|-----------------------------|---|
| 13 th March 2019 | ITQ issued to potential suppliers |
| 29 th March 2019 | Closing date and time for receipt of Quotes |
| | Evaluation of the ITQ responses by panel |
| 5 th April 2019 | Award decision made and award letter issued |
| | Contract award concluded |
| April / May 2019 | Commencement Date of Contract |

2.14 Required documents

Within this process suppliers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-procurement system.

| DOCUMENT TITLE | COMPLETE AND UPLOAD |
|---|---------------------|
| Section 1 – The Requirement including Specification | ✗ |
| Section 2 – Instructions to Suppliers | ✗ |
| Section 3 – Questionnaire | ✓ |
| Section 4 – Pricing Schedule | ✓ |

| DOCUMENT TITLE | COMPLETE AND UPLOAD |
|---|---------------------------|
| Section 5 – Evaluation and Award | x |
| Appendix 1 – Non Collusion Certificate | ✓ |
| Appendix 2 - Terms and Conditions of Contract | x |

Please Note: The completion and electronic return of all the documents ticked above is mandatory

SECTION 3 - QUESTIONNAIRE

The purpose of the Questionnaire is to enable the Council to assess supplier suitability for providing goods and services.

A. Notes for completion

- i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If it does not apply to you, please state clearly 'N/A'.
- ii. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.
- iii. Please return a completed version of this document with your Quote submission using the e-procurement system.

Verification of Information Provided

- iv. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. The Council will request evidence from the winning Contractor only after the final Quote evaluation decision.

Sub-contracting arrangements

- v. The Supplier should advise in a separate appendix the names of sub-contractors, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

Confidentiality

- vi. The Council reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- vii. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

B. Questionnaire

1. Supplier details

| | | |
|---|--|------------------------------|
| Full name and address of the Supplier | | |
| Registered company/charity number | | |
| Registered VAT number | | |
| Name of parent company | | |
| Please mark 'X' in the relevant box to indicate your trading status | i) a public limited company | <input type="checkbox"/> Yes |
| | ii) a limited company | <input type="checkbox"/> Yes |
| | iii) a limited liability partnership | <input type="checkbox"/> Yes |
| | iv) other partnership | <input type="checkbox"/> Yes |
| | v) sole trader | <input type="checkbox"/> Yes |
| | vi) other (please specify) | <input type="checkbox"/> Yes |
| Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you | i) Voluntary, Community and Social Enterprise (VCSE) | <input type="checkbox"/> Yes |
| | ii) Small or Medium Enterprise (SME) ¹ | <input type="checkbox"/> Yes |
| | iii) Sheltered workshop | <input type="checkbox"/> Yes |
| | iv) Public service mutual | <input type="checkbox"/> Yes |
| Bidding model | | |
| Please mark 'X' in the relevant box to indicate whether you are; | | |
| a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | <input type="checkbox"/> Yes | |
| b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services | <input type="checkbox"/> Yes | |

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

| | |
|---|--|
| | |
| <p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services</p> <p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p> <p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p> | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p>Consortium members</p> <p>Lead member</p> <p><input type="checkbox"/> Yes</p> <p>Consortium members</p> <p>Current lead member</p> <p>Name of Special Purpose Vehicle</p> |

| Contact details | |
|--|--|
| Supplier contact details for enquiries | |
| Name | |
| Postal address | |
| Phone | |
| Mobile | |
| E-mail | |

2. Technical and Professional Ability

Please provide details of up to two contracts, in any combination from either the public, private or not-for-profit sectors that are relevant to the Council's requirement and have been performed during the past three years.

You should state the name of the organisation, the point of contact details, the contract start date, completion date and estimate value of Contract. Give a brief description of less than 500 words of the contract delivered as evidence of your technical ability capability in this market.

The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below.

3. Quality Assurance

| | | |
|-----|---|---|
| 3.1 | Is your company certified to BS5750 (BS EN ISO 9002), Investors in people (IIP) or an equivalent for its weed control Services? What is the Registration Number? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2 | Are you a member of a professional trade association (eg NAAC) If yes, please detail; | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3 | Are you a member of an assured contractor scheme, and/or hold the Amenity Assured Scheme Certificate If yes please provide detail; | <input type="checkbox"/> Yes <input type="checkbox"/> No |

4. Insurance

| | | |
|-----|--|---|
| 4.1 | <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5m Public Liability Insurance = £5m</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p> <p>* Bath and North East Somerset Council has a mandatory requirement of £5m for Employer's Liability and Public Liability Insurances</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-----|--|---|

5. Health & Safety

| | | |
|-----|---|---|
| 5.1 | <p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p>Note that a written safety policy is only a requirement if your company has 5 or more employees. If your company has less than 5 employees you should still complete the rest of this section.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 | <p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude companies that have been in receipt of enforcement/remedial action</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | orders unless the company can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | | | | | | | | | | | | |
|-------------------------|--|---|------|------|------|---------------------|--|--|--|-------------------------|--|--|--|--|
| 5.3 | <p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p> <p>How does your company assess the health and safety competencies and performance of its sub-contractors?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | |
| 5.4 | Describe the procedures for review of your organisation's health and safety policy. | | | | | | | | | | | | | |
| 5.5 | How do you communicate your health and safety policy to employees? | | | | | | | | | | | | | |
| 5.6 | State the co-operation and involvement that is expected of the employees. | | | | | | | | | | | | | |
| 5.7 | Describe the system and responsibility for reporting accidents. | | | | | | | | | | | | | |
| 5.8 | Give details of your employee training programme. | | | | | | | | | | | | | |
| 5.9 | Describe procedures for safety inspections and audits. | | | | | | | | | | | | | |
| 5.10 | How do you consult with trade unions and employees on issues of safety? | | | | | | | | | | | | | |
| 5.11 | What procedures does your organisation have for undertaking risk assessments? | | | | | | | | | | | | | |
| 5.12 | <p>Please provide the accident statistics relating to your business for the past 3 years. Please report statistics per 100 employees.</p> <table border="1"> <thead> <tr> <th></th><th>Year</th><th>Year</th><th>Year</th></tr> </thead> <tbody> <tr> <td>No. Fatal Accidents</td><td></td><td></td><td></td></tr> <tr> <td>No. reportable injuries</td><td></td><td></td><td></td></tr> </tbody> </table> | | Year | Year | Year | No. Fatal Accidents | | | | No. reportable injuries | | | | |
| | Year | Year | Year | | | | | | | | | | | |
| No. Fatal Accidents | | | | | | | | | | | | | | |
| No. reportable injuries | | | | | | | | | | | | | | |

| | | | | | |
|------|--|--|--|--|--|
| | (RIDDOR 1995)(B) | | | | |
| | No. employees (full-time equivalents) (C) | | | | |
| | Incident rate = (A+B) x 100/C | | | | |
| | No. RIDDOR injuries to the public | | | | |
| | No. RIDDOR dangerous occurrences | | | | |
| | No. RIDDOR ill-health reports | | | | |
| 5.13 | Has the organisation has any improvement of prohibition notices served upon it or been prosecuted by the Health & Safety Executive during the last three years in relation to violations of health and safety legislation? If “Yes” please give brief details and outline steps taken by the company in consequence of that finding. Dependent on your response, further clarification may be requested. | | | | |

6. Project Specific Questions – Service Delivery Plan / Method Statement

Service Delivery Plan should be answered numerically. Tenderers must NOT submit marketing materials or generic documents (unless requested, for example, details of standard HR policies) as answers to the Service Delivery Plan / Method Statement questions. Please refer to separate document **Volume 3 – Specification** for detail on the requirements of this Services contract.

| | | |
|-----|--|--|
| 6.1 | Please provide name, job title and contact details of the Contractors nominated Contract Manager | |
|-----|--|--|

| | | | | | | | | | | |
|------------|---|---------|--------------------------------------|------------|------------------|------------|------------------|----------|------------------------|--|
| 6.2 | <p>For staff related to this contract, please provide;</p> <table><tr><td>Manager</td><td>BASIS and/or C&G registration number</td></tr><tr><td>Supervisor</td><td>C&G registration</td></tr><tr><td>Operatives</td><td>C&G registration</td></tr><tr><td>Trainees</td><td>Supervisor responsible</td></tr></table> | Manager | BASIS and/or C&G registration number | Supervisor | C&G registration | Operatives | C&G registration | Trainees | Supervisor responsible | |
| Manager | BASIS and/or C&G registration number | | | | | | | | | |
| Supervisor | C&G registration | | | | | | | | | |
| Operatives | C&G registration | | | | | | | | | |
| Trainees | Supervisor responsible | | | | | | | | | |
| 6.3 | Please provide detail of the chemical that will be used for the control of weeds for this contract | | | | | | | | | |
| 6.3 | Please provide evidence of the chemical's UK approval. | | | | | | | | | |
| 6.4 | Please detail the method(s) of application that will be used to fulfil this contract Please provide full. | | | | | | | | | |
| 6.5 | Please provide details on the planed methodology for day to day roll out, staff resource and prioritisation of application location | | | | | | | | | |
| 6.6 | Please provide details for your system of checks and maintenance for hand or mechanical spraying equipment | | | | | | | | | |
| 6.7 | Please detail your documented waste disposal procedure | | | | | | | | | |
| 6.8 | Please detail your arrangements for transport and storage of pesticides | | | | | | | | | |
| 6.9 | Set out the procedure to be used to address any potential claims of damage to property or pets due to activities under this contract | | | | | | | | | |
| 6.10 | Set out you procedure to deal with areas that are reported to have been 'missed' during the scheduled application. | | | | | | | | | |

7. Terms & Conditions

- 7.1 The Council's Terms and Conditions of Contract are attached as a separate document – **Volume 2 – Contract Terms & Conditions**.

Please indicate in the table below if you do not comply with any of these clauses.

| Clause Title | Clause Reference | Issue |
|--------------|------------------|-------|
| | | |
| | | |

NOTE TO TENDERERS:

You should ensure your legal representative has checked the Terms and Conditions of Contract and identified any clauses where you will be non-compliant **PRIOR** to submitting your tender response. Otherwise the Council will award this Contract based on the Terms and Conditions contained within this ITT document.

8 Non-Collusion Certificate

- 8.1 Any supplier who:

Fixes or adjusts the amount of its quote or rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;

Communicates to any person other than the Authorised Officer the amount or approximate amount of its proposed quote (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the quote);

Enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted;

Offers or agrees to pay or gives or does pay or give any sum of money, inducement 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 quote or proposed quote relating to the Contract any act or omission, will (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct may attract) be disqualified.

Suppliers are required to submit with their quote a duly signed copy of the Non-Collusion Certificate as set out in **Appendix 1 (Non-Collusion Certificate)** to this Volume 1.

9. Declaration

| | | |
|--|---|--|
| | <p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of supplier).</p> <p>I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the Council's requirement.</p> <p>The following appendices form part of our submission;</p> | |
| | Name | |
| | Role in organisation | |
| | Date | |
| | Signature | |

Terms & Conditions

The Council's Terms and Conditions of Contract are attached at Volume 2 and will apply to this procurement

SECTION 4 – PRICING SCHEDULE

Pricing

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting Contract.

| Item No | Services | lump sum price for each scheduled Weed Control application (£) |
|---------|--|--|
| 1 | Provision of Weed Control via the application of herbicide in accordance with Volume 3 - Specification | |

| Item No | Services | Price per footway mile for additional requests of Weed Control application (£ per footway mile) |
|---------|--|---|
| 2 | Provision of Weed Control via the application of herbicide in accordance with Volume 3 - Specification | |

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation

Quotes will be evaluated to find the most suitable supplier who can meet the Specification in Volume 3 and provide competitiveness of price. The award will be based on the evaluation criteria as outlined in the table below.

Upon acceptance of the Quote, the Contract shall be formed and become binding on both parties. Suppliers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Suppliers should note that the Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by suppliers in developing their quote.

Suppliers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the supplier made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Quote.

| AWARD CRITERIA & WEIGHTINGS | | |
|-----------------------------|-------------|--|
| Price | 70% | Assessment of submitted Price Schedule |
| Quality | 30% | Assessment of the supplier's ability to meet the requirements of the Contract as evidenced by the responses submitted to: <ul style="list-style-type: none">• The Technical and Professional Ability (responses to Supplier Questionnaire, including relevant contract experience and compliance history).<ul style="list-style-type: none">○ Supplier Information (Pass/Fail)○ Economic & Financial Standing (Pass/Fail)○ Insurance (Pass / Fail)○ Health & Safety (Pass / Fail)○ Service Delivery Plan |
| TOTAL | 100% | |

5.2 Recommendation

An evaluation report will be produced by the panel and recommendation made to award to the winning Contractor.

5.3 Contract Award

The approval of the award will be made by the appropriate Council representative. The Contract award process is completed and the procurer will debrief all suppliers in writing.

SECTION 6 - APPENDICES

Appendices

1. Appendix 1 - Non-Collusion Certificate
2. Volume 2 – Terms & Conditions Services
3. Volume 3 – Specification Weed Control
4. Volume 4 - Maps

APPENDIX 1

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying Quote to

(Name of Client).....

.....

in relation to (details of Quote and reference).....

.....

certify on behalf of (name of supplier).....

that, with the exception of any information attached hereto (see * below):

- 1) this Quote is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this Quote has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this Quote;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a Quote or who is qualified to submit a Quote in response to this request for Quote, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....