

**EAST DEVON DISTRICT COUNCIL**

**ED0305-24**

**REQUEST FOR FORMAL QUOTATIONS**

**Broadclyst Leisure Centre Sports Hall Floor**

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| --- |
| **Bidder to insert their company/organisation name** |
|  |

**Quotations submitted after the stated closing date and time**

***will not* be considered.**

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| **Request for Formal Quotations No:**  **ED0305-24** | | **East Devon District Council**  **Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ** |
| **Quotations for:**  **Period of Contract:** | Broadclyst Leisure Centre Sports Hall Floor  3 weeks | **Due for return by 12:00 Noon on:**  Tuesday 7th May 2024  **Quotations submitted after the stated closing date and time**  **will not be considered.** |

1. INTRODUCTION

General

* 1. East Devon District Council ("The Authority") is issuing this Request for Formal Quotations ("RFQ") in connection with the competitive procurement of Broadclyst Leisure Centre Sports Hall Floor ("the Procurement").
  2. All organisations and individuals interested in quoting for the Procurement ("Bidders") can submit a response to this RFQ ("Quotation"). This RFQ provides further details of the Procurement and the process for submitting Quotations.

Communications / Contact

* 1. The Authority is using the Supplying the South West Procurement Portal for the Procurement Process accessible at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk/) which is the gateway system to ProContract, the Authority’s secure hosted e-procurement system ("the Procurement Portal").
  2. **All communications, including the submission of Quotations, should take place via the Procurement Portal.** Bidders should not approach any member of the Authority in relation to the Procurement or the procedure by which the Procurement will be procured ("the Procurement Process"), other than by using the messaging facility on the Procurement Portal.
  3. Any technical questions relating to the use of the Procurement Portal website should be addressed by emailing: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) to raise a support ticket. In emergency or time-sensitive situations the Proactis Supplier Support Service Desk can be contacted on the UK Lo-Call number +44 (0)330 005 0352 for support, but this should be by exception and not as a rule and the supplier should already have raised a support ticket via email. Lines open from 09:00am to 17:00pm Monday to Friday, excluding English public holidays. This is only the technical support line and any RFQ queries should be directed to the relevant Procurement team running the contract through the ‘Messaging’ function of the Procurement Portal.

Quotation Procedure

* 1. This RFQ has been developed to achieve the selection of a supplier to deliver the Procurement. The Procurement is below £100,000 in value and not subject to Parts 2 and 3 of the Public Contracts Regulations 2015.
  2. All Bidders are required to complete this RFQ document in order to submit their completed Quotation. All aspects of this RFQ must be completed in full and submitted as part of a Quotation (see **Section 5 (Quotation Checklist)** for further information).
  3. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 2 (Timetable and Process)** and further information on how to submit a Quotation is contained in **Section 3** (**Submission Instructions**) below.
  4. Bidders' attention is drawn to the further notices set out in Appendix 1 (**Important Notices**) which form part of the conditions of participation in this Procurement Process. All Bidders should note that this RFQ has been prepared by the Authority and is for use by those interested in quoting for the Procurement, their professional advisers, and other parties essential to preparing a Quotation and for no other purpose.

Specification

* 1. The Works are described in the Specification in **Appendix 2 (Specification)** to this RFQ.

* 1. **Appendix 5** details the PASS/FAIL Quality Questions for this procurement. Through their responses Bidders shall demonstrate that they can comply with these key requirements of the Specification. Where a Bidder is unable to comply with any of the stipulated requirements, the Quotation will be rejected.

Contract Terms and Conditions

* 1. The agreement between the Authority and the successful Bidder for the provision of the Works being the subject of this Procurement ("the Contract") will be on JCT Minor Works Building Contract and the Authority Standard Terms and Conditions for the purchase of Works available on the Procurement Portal. It is important that Bidders review the terms carefully.
  2. Bidders should note that the individual or organisation responsible for carrying out the Contract is described in this RFQ as the "Supplier".

Evaluation Process

* 1. Following the submission of Quotations, the Authority expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract. The evaluation process is explained in **Section 4** of this RFQ.
  2. The Authority reserves the right to vary the timetable and procedure as described in any of the documents issued by the Authority as part of the Procurement Process ("the Procurement Documents") including this RFQ. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

1. TIMETABLE AND PROCESS

Procurement Timetable

* 1. The timetable below sets out the key dates in the Procurement Process.

|  |  |
| --- | --- |
| **Date and Time** | **Stage** |
| 16/04/24 | Procurement Documents made available online |
| Noon on 30/04/24 | Deadline for clarification questions |
| **Noon on 07/05/24** | **Deadline for return of Quotations** |
| 30/04/24 | Evaluation of Quotations and recommendation for the successful Quotation. |
| 17/05/24 | Completion of the Authority’s approval and award decision processes. |
| 27/05/24 | Appointment of the successful Bidder and award of contract |
| 12/08/24 | Works commences |

Pre Quotation Clarifications

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible via the messaging facility in the Procurement Portal and in any event before the Deadline for return of Quotations stated in the timetable at paragraph 2.1.
  2. Clarifications issued in response to questions received from Bidders will be circulated to all Bidders via the Procurement Portal. When Bidders first access the RFQ they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.

Quotation Submissions

* 1. Quotations must be submitted following the instructions set out in **Section 3 (Submission Instructions)**.
  2. The questions that Bidders are required to answer in the RFQ are set out in **Appendix 5 (Pass/Fail Quality Questions)** and **Appendix 6 (Financial Submissions)** to this document.
  3. **Quotations should be final and complete in meeting the Authority’s requirements.**
  4. Upon receipt of a Quotation the Authority may wish to pose post-quotation clarification questions to Bidders. This process will be administered in writing via the messaging area within the Procurement Portal.
  5. Bidders are required to respond to each of the questions detailed in  **Appendix 5 (Pass/Fail Quality Questions)** confirming that they can meet the stipulated requirements. Where a Bidder does not complete Appendix 5that Bidder will have its Quotation deemed non-compliant and the Authority will not evaluate the Bidder's Financial Submission **(Appendix 6)**.

Price Schedule

* 1. The Bidder's price will be calculated and evaluated and weighted in accordance with the instructions detailed in Section 4 (Evaluation) and **Appendix 6 (Financial Submissions).** The price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract is the Contract Price. The Authority seeks a fully costed and transparent Contract Price from Bidders. These requirements will be clearly detailed within Appendix 6.

Confidentiality and Freedom of Information

* 1. Bidders must highlight pink any information which they consider to be confidential or commercially sensitive in their Quotation and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders should note that the Authority is likely to disclose the overall Quotation price as part of the debriefing process. Bidders must not mark the entirety of their Quotation as confidential. Instead Bidders must highlight pink those aspects of their Quotation which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Quotation as non-confidential.
  2. Where a Bidder identifies information as confidential or commercially sensitive, the Authority will take those views into account. However, the Authority will have sole discretion as to whether or not to disclose information, including information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the applicable Public Contracts Regulations, Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.

Return of Certificates / Contractual Undertaking

* 1. The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 3 (Certificates)** as part of a Quotation. Copies of the certificates are provided in **Appendix 3 (Certificates)**.

• Certificate of Non-Collusion

• Certificate of Non-Canvassing

* 1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 4 (Contractual Undertaking)** in order to submit a Quotation. Failure to complete this may result in a Quotation being deemed non-compliant and not being evaluated.

**Contract Award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract(s) will be entered into.

1. SUBMISSION INSTRUCTIONS

General

* 1. The Authority will reject Quotations submitted after the date and time specified as the deadline. Please see **Appendix 1 (Important Notices)** for more information. It is your responsibility to ensure that your Quotation is submitted prior to the closing date/time.
  2. All responses must be submitted electronically through the Procurement Portal to the correct area of the Procurement Portal (please see paragraph 3.6 below). Quotations which are, e-mailed, posted, hand-delivered or faxed to the Authority **will not** be considered. Bids uploaded to the wrong area of the Procurement Portal will not be considered.

Quotation documentation

* 1. **Section 5 (Quotation Checklist)** contains a Quotation Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Quotation in response to this RFQ.

Return of Quotation documentation

* 1. The Authority is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
  2. User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Quotations by using the topics within the ‘Help’ menu located on the header bar of all pages.
  3. In order to complete your electronic Quotation, it must be downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions (within the ITT event select ‘Start My Response’ and follow the response wizard instructions) and by the stated deadline for submission of RFQ responses. Bidders should be aware that the Authority is unable to open any Quotations until after the specified closing date and time for the receipt of Quotations. Until this time, Quotations are stored in an e-vault and cannot be accessed in any manner by any Authority staff.
  4. The full Quotation must be completed and returned in the published format (i.e. Microsoft Word). Failure to comply with this instruction may result in your Quotation being discounted. Your Quotation must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Quotations should not be left to the last moment as it may take some time to upload your completed Quotation. The server timestamps (GMT) Quotations when they are submitted. Quotations submitted after the stated closing date and time **will not** be considered. Quotations may be rejected if they are not properly completed.
  5. All responses must be in English and should be in text submitted in A4, with a font size of no less than 10 and any financial references must be in Pounds Sterling.
  6. Where Appendices to this RFQ and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.

Attachments and additional information

* 1. Where specifically requested, attachments and additional information must be submitted as separate documents, preferably as Word files. They should be clearly named so that it is obvious what each attached file contains, and which question it relates to.
  2. Attachments or additional information not requested as part of the RFQ will be ignored and will not be taken into consideration as part of the evaluation process.

1. EVALUATION

General

* 1. This Section 4 sets out the evaluation criteria against which the RFQ responses will be assessed.
  2. Bidders are required to respond to complete in full the requirements in **Appendix 6 (Financial Submissions)** and **Appendix 5 (PASS/FAIL Quality Questions).**

Evaluation Criteria and Weightings

* 1. The contract award decision will be made based on the application of the following weightings and the detailed evaluation criteria outlined below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting for Quotation Evaluation** |
| Quality | Pass/Fail |
| Price | 100% |
| **Total** | **100%** |

Evaluation Methodology

* 1. Following compliance checks, the responses to the PASS/FAIL Quality Questions in **Appendix 5** will be evaluated. Where a bidder passes the PASS/FAIL evaluation, they will progress to the price evaluation stage of the evaluation process. A Bidder that fails to meet the requirements in **Appendix 5** will have their Quotation rejected.
  2. The Authority reserves the right to update and refine the evaluation approach (set out in this Section 4, the Pass/Fail Quality Questions (**Appendix 5**) – delete if the tender is price only. and the financial submission (**Appendix 6**) prior to the RFQ response deadline.

Price Evaluation

* 1. The price evaluation will be based on the lowest price.
  2. Following compliance checks, prices will be evaluated by ranking them from lowest to highest. The bidder submitting the lowest price will be awarded the Contract subject to section 4.8 below.
  3. Where the Authority receives a Quotation, which appears to be abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the Quotation. The Authority will assess the information provided by the Bidder and may reject the Quotation where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

1. QUOTATION CHECKLIST
   1. Bidders should ensure that they have fully read this RFQ and each of the Appendices to the RFQ (including the Specification and the Contract) before commencing the completion of their Quotations.
   2. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Quotations.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document title** | **Document location (if not contained in this RFQ)** | **Action** | **Complete** |
|  | RFQ |  | Read |  |
|  | RFQ front sheet only |  | **Complete and submit with Quotation** |  |
|  | Appendix 1 (Important Notices) |  | Read |  |
|  | Appendix 2 (Specification) |  | Read |  |
|  | Appendix 3 (Certificates) |  | **Read, sign and submit** |  |
|  | Appendix 4 (Contractual Undertaking) |  | **Read, sign and submit** |  |
|  | Appendix 5 (PASS/FAIL Quality Questions. |  | **Read, complete sign and submit.** |  |
|  | Appendix 6 (Financial Submission) |  | **Read, complete, sign and submit** |  |

: Important Notices

1. Confidentiality
   1. The Procurement Process may involve the Authority providing information marked as confidential ("Confidential Information") to the Bidders. The Bidders shall at all times:
      1. treat all Confidential Information as confidential;
      2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
      3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Quotation in relation to the Procurement; and
      4. comply with the provisions of paragraph 4.1. below (which contains restrictions on publicity activity within any section of the media or similar).
   2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
      1. this is done for the sole purpose of enabling a Quotation to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this RFQ; or
      2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
   3. The Authority may disclose detailed information relating to Quotations to the Authority’s members, directors, officers, employees, agents or advisers and they may make the key Quotations documents available for private inspection by the Authority’s members, directors, officers, employees, agents or advisers.
   4. Subject to paragraph 1.5 below, the Authority reserves the right to disseminate information contained in Bids (including Bidder's Confidential Information) to all Bidders whether during the Quotation process, at debrief stage or after the Contract has been entered into.
   5. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority’s duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 10.1 below) and any other associated transparency duties.
2. Conflicts
   1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority’s satisfaction prior to the delivery of a Quotation. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority. For the avoidance of doubt, engaging a bid writer or other external support to advise or assist in the development of your Quotation who is also engaged to advise on or assist in the development of another Bidder’s Quotation will constitute a potential conflict of interest.
3. Canvassing and non-collusion
   1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this RFQ:
      1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this RFQ;
      2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
      3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
      4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
      5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this RFQ;
      6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the RFQ in a manner not permitted by this RFQ (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
      7. fixes or adjusts the amount of his Quotation by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
      8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Quotation or as to the amount of any Quotation to be submitted;
      9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Quotation;
      10. canvasses any person connected with this RFQ who is not one of its own team;
      11. offers or agrees to pay or give 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 Quotation (or proposed Quotation any act or omission;
      12. communicates to any person other than the Authority:
          1. the amount or approximate amount of his proposed Quotation (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Quotation); or
          2. any of his proposed responses to any of the Quality Questions;
      13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
      14. knowingly[[1]](#footnote-2) engages or retains the services of any bid writers or external advisors who are also engaged by another Bidder;
      15. undertakes to unduly influence the decision-making process of the Authority; or
      16. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
   2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Quotation as set out in **Appendix 3 (Certificates).**
4. Publicity
   1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. Liability of the Authority and its Advisers
   1. In the Procurement Documents, "The Authority" includes all or any of the Authority and its members, officers and professional advisers in relation to this procurement ("Advisers"), and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person, including [insert department/business unit].
   2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
      1. providing an application procedure for individuals or Organisations interested in submitting a Quotation for the Procurement; and
      2. to assist persons interested in submitting a Quotation for the Procurement in making their own evaluation of the potential opportunity.
   3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
   4. The Authority and its Advisers:
      1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
      2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
   5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
   6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
   7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.
2. Provision of further information from Bidders prior to making a Quotation
   1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Quotations). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Quotation). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.
3. Procurement Process and costs
   1. The Authority reserves the right at any time:
      1. to require a Bidder to clarify their Quotation(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
      2. to amend the terms and conditions of the Procurement Process;
      3. not to consider Quotations other than those specified;
      4. to issue amendments or modifications to the RFQ;
      5. to alter the timetable to contract award;
      6. to cancel or withdraw from the Procurement Process at any stage;
      7. not to award a contract, and
      8. in the case of a contract in the form of separate lots, to not award all or some of the lots.
   2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Quotations and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
4. Rejection of Quotations
   1. The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Quotation is submitted late.
   2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
      1. a Quotation is completed incorrectly, is materially incomplete or fails to meet the Authority’s submission requirements which have been notified to the relevant Bidder;
      2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
      3. the Bidder are guilty of material misrepresentation in relation to its Quotation and/or the Procurement Process;
      4. the Bidder contravene any of the terms and conditions of this RFQ;
      5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
      6. Quotations or offers by Bidders are made subject to additional or alternative conditions.
   3. All information conveyed within a Quotation will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Quotation is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre-contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
   4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
   5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
      1. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
   6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)). The Authority's contract award decision will be subject to the satisfactory completion of this process by the successful bidder.
5. Acceptance of Quotations
   1. Bidders are reminded that no contract is entered into until the Authority expressly confirms the same in writing to the successful Bidder and all other relevant parties and declares the relevant contract documents to be unconditional.  No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
   2. The Contract shall be subject to the Authority’s Standard Conditions of Contract.
   3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Quotation for 60 days days and no increase will be accepted prior to the Contract being entered into.

* 1. The prices quoted in the Supplier’s Quotation shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
  2. Contract terms **will not** be subject to negotiation.

1. Freedom of Information Act 2000 and Environmental Information Regulations 2004
   1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
   2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
   3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking and the Authority will not be liable to Bidders for breach of confidentiality or otherwise if the Authority discloses such information pursuant to a Request.
   4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority’s obligations under the Act or EIR regarding the disclosure of sensitive information, please seek independent legal advice.
2. Intellectual Property
   1. This RFQ (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Quotation.
   2. All documentation supplied by the Authority in relation to this RFQ (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Quotation.

: Specification

**EXCEL SPREADSHEET PRELIMINARIES & SCHEDULE OF WORK**

: Certificates

**QUOTATION FOR THE** **BROADCLYST LEISURE CENTRE SPORTS HALL FLOOR**

**CERTIFICATE OF NON-COLLUSION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To East Devon District Council (“the Authority”)

The essence of the public Procurement process is that the Authority shall receive bona fide competitive Quotations from all Bidders. In recognition of this principle I/We certify that this is a bona fide Quotation, intended to be competitive and that I/we have not fixed or adjusted the amount of the Quotation or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Quotation (other than in confidence in order to obtain quotations necessary for the preparation of the Quotation);

b) communicate to a party other than the Authority any of my/our proposed responses to any of the Quality Questions;

c) enter into any agreement or arrangement with any other party that he shall refrain from submitting a Quotation or as to the amount of any Quotation to be submitted;

d) offer or agree to pay or give or 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 any act or omission to be done in relation to any other Quotation or the proposed Quotation;

e) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition; or

f) knowingly[[2]](#footnote-3) engage a bid writer or other external support to assist with the development of my/our Quotation who is also engaged by another Bidder to assist with the development of his/her/their Quotation.

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Quotation” includes all RFQ submissions

SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of .......................................................................................

Date ...................................................................................................

**QUOTATION FOR THE BROADCLYST LEISURE CENTRE SPORTS HALL FLOOR**

**CERTIFICATE OF NON-CANVASSING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To East Devon District Council (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for the BROADCLYST LEISURE CENTRE SPORTS HALL FLOOR

• canvassed any member, employee, agent of the Authority

• undertaken to unduly influence the decision-making process of the Authority

• undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of ........................................................................................

Date ....................................................................................................

: Contractual Undertaking

**QUOTATION FOR THE BROADCLYST LEISURE CENTRE SPORTS HALL FLOOR**

**CONTRACTUAL UNDERTAKING**

**To East Devon District Council ("the Authority")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our Quotation either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such Specifications (if any), as are contained or incorporated in the Authority's RFQ. I / We agree and declare that the acceptance of this Quotation by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by the Authority, will enter into a further agreement for the due performance of the contract in the form set out on the Procurement Portal.

\*Signed: ...................................................………............ Date: ..............................................

Name: (in block capitals): .......................…………..................................................................

In the capacity of: ................................................. on behalf of: ...............…………................

(State official position, i.e. Director, Manager, Secretary etc.).

Company Name and postal address:............................ …………................................

....................................................................................................................…………................

Telephone No: ....................................…......……........

Fax No:.............................…..............................

E-mail: ............................….............................

\*Company Registration Number and legal form:……………………………………….

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).

: PASS/FAIL Quality Questions.

Bidders must answer each of the PASS/FAIL questions below. Failure to answer all of the questions may result in your tender being rejected.

|  |  |  |  |
| --- | --- | --- | --- |
| **Question No** | **Question** | **Yes PASS** | **No FAIL** |
| 1 | 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:  Employer’s (Compulsory) Liability Insurance = £5 million  Public Liability Insurance = £10 million |  |  |
| 2 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. |  |  |
| 3 | 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? If your answer “Yes”, please provide details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. |  |  |
| 4 | Please provide details of at least two previous projects where you have demonstrable experience of using the Gerflor Taraflex SL Performance loose laid overlay system. |  |  |

I / We confirm that our/my responses to the questions in Appendix 5 are true and accurate and undertake where requested by the Authority to provide documentary evidence of such compliance.

\*Signed: ........................................................................................ Date: ............................................................

Name: (in block capitals): ....................................................................................................................................

In the capacity of: .................................................................... on behalf of: ......................................................

(State official position, i.e. Director, Manager, Secretary etc).

: Financial Submissions

**PRICING SCHEDULE**

Bidders are obliged to submit their pricing here including their total price and an itemised breakdown for the works as detailed below. The total contract cost to be used for evaluation purposes will be the total cost, (Lifecycle cost for the main period of the contract (excluding VAT and any possible extension periods)).

Your Quotation may be rejected if:

* you fail to fully complete the Pricing Schedule; and/or
* you submit an alternative Pricing Schedule.
* If you intend to offer an element of the service or goods free of charge, then you must enter the number ‘0’ in the relevant cell of the pricing spreadsheet/table.

|  |  |
| --- | --- |
| **Description** | **Price** |
|  | £  Total Contract cost  (exclusive of VAT) |

The prices quoted in the Supplier’s Quotation shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

\*Signed: ......................................................... Date: ..........................................................

Name: *(in block capitals)*: ....................................................................................................................................

In the capacity of: .................................................................... on behalf of: ......................................................

*(State official position, i.e. Director, Manager, Secretary etc)*.

1. The Bidder or Consortium Member will be deemed to have made reasonable enquiries in this regard. [↑](#footnote-ref-2)
2. The Bidder or Consortium Member will be deemed to have made reasonable enquiries in this regard. [↑](#footnote-ref-3)