Direct Services

 

**South Northamptonshire Council**

#### **Invitation to Tender (Open)**

#### **Part A - Instructions and important information and**

#### **Part B – Specification**

**Contract for the Supply, Delivery and/or Installation of Street Nameplates.**

**Contract Term – 3 years from Contract Commencement with the possibility of extending the contract term by a further period of 2 years (3+2) up to a maximum of 5 years**

**Procurement portal ref: DN296889**

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**part A – Instructions and important information to TENDERERS**

Oxford City Council (the Council) is the democratically elected body for Oxford with 48 Councillors. The Council is committed to providing accountability and effectiveness of its service delivery through its scrutiny, audit and area committees.

Oxford City Council is a District Council, with responsibilities for running local planning, housing, environmental health, electoral registration, waste collection, leisure and parks services, markets and fairs, tourism and cemeteries for the city of Oxford.

In partnership with other public, private and voluntary agencies the Council provides a wide range of services for approximately 159,600 residents and approximately 60,000 households spread over 24 wards. (Figures as of Nov 2016)

## 1. Scope

1.1 This Contract is for the Supply, Delivery and/or Installation of Street Nameplates.

1.2 The Tender is being advertised so that the services can be made available and used by Other Contracting Bodies (OCB’s). Whilst no business is guaranteed from the OCB’s, the ones expressing an interest in this Tender are:

* Cherwell District Council
* South Northampton Council

1.3 Tenderers responding to this opportunity should carefully consider how their tender

response can align with the Council’s corporate priorities:

* Vibrant, sustainable economy
* Meeting housing needs
* Strong, active communities
* Cleaner, greener Oxford
* Efficient, effective Council

1.3 As a minimum, we expect Tenderers to respond with market leading pricing structures which reflect the scope of the commercial opportunities we offer. Additionally, where there is an opportunity for a sustainable solution, Tenderers are strongly encouraged to offer such solutions, where permitted within the scope of the specification.

1.4 The principal aim of the tender process is to appoint a single Tenderer to the Council who will deliver both financial and efficiency benefits.

2. Contract period

2.1 The Contract is programmed to be awarded on 15th April 2018 for a period of 3 years from Contract commencement with the option for the Council, in its entire discretion, to extend the Contract by a further period of 2 years up to a maximum term of 5 years.

2.2 The Contract commencement date must be 1st June 2018.

## 3. Contract value

3.1 Unless otherwise disclosed in this Invitation to Tender, the Council will not disclose the budget it has for this Contract.

3.2 Tenderers are advised that under the Government’s Transparency Agenda a certain amount of information about payments made, contracts held etc. is available on the Council’s website. However, where such information exists the Council does not guarantee that this level of purchasing will continue in future, and is in not to be taken as an indication of the Council’s future level of spend in this area.

## 4. The basis of the Tenders

4.1 This Contract is being let in accordance with the Council’s Constitution with which the Successful Tenderer shall comply.

4.2 Tenderers must submit in accordance with the instructions contained within this Invitation to Tender. Any Tenderers that do not comply with these instructions may have their tender rejected.

4.3 Tenders are being invited to respond to a public advertisement. The Contract shall be in writing, in the form contained in this ITT, approved by the Council’s Head of Law and Governance and shall be executed under seal within 28 days of the acceptance of the successful Tender.

4.4 The Tenderers written response to any information required by the Council will be taken into account in the evaluation of the Tender and if accepted, will be binding but will not detract from the Contract Terms and Conditions or Specification.

4.5 If the Successful Tenderer fails to execute the Contract the Council may (without prejudice to any other remedy available to it) terminate the Contract by notice to the Successful Tenderer having immediate effect.

4.6 Until the execution of the Contract, the successful Tender together with the Council’s written acceptance of it shall form a binding agreement between the Council and the Successful Tenderer.

4.7 Every Tender received by the Council shall be deemed to have been made subject to the enclosed Contract Terms and Conditions unless the Council shall previously have expressly agreed, in writing to the contrary. Any alternative Terms or Conditions offered on behalf of the Tenderers shall, if consistent with this Invitation to Tender be deemed rejected by the Council unless expressly accepted in writing.

4.8 Any express waiver or variation of any of the Contract Terms and Conditions made in writing by the Council’s Supervising Officer shall bind the Council. Otherwise, neither the Supervising Officer nor any other servant or agent of the Council has authority to vary or waive any of the Contract Terms and Conditions on behalf of the Council.

4.9 The Council reserves the right not to accept the lowest or any Tender, and to annul the procurement process and reject the Tenders (in whole or in part) at any time prior to Contract Award, without thereby incurring any liability to Tenderers. To be clear The Council reserves the right not to Award any Contract, at its sole discretion.

4.10 The Council reserves the right to negotiate on particular items of a Tender proposal whilst ensuring that such negotiation does not distort competition or differ from the scope of the Contract.

4.11 The Successful Tenderer through their organisations own quality management system shall undertake the day-to-day monitoring and supervision of the Contract. An officer appointed by the Council and referred to in the Contract as ‘the Contract Supervising Officer’’ shall monitor the Tenderers quality control system to ensure compliance with the standards and requirements set out within this Invitation to Tender.

4.12 The Council’s Supervising Officer will work closely with other relevant Council officers and/or stakeholders to ensure that the requirements as set out in the Contract are appropriate to their needs, and are supplied in accordance with the Contract.

4.13 All prices are to be shown in pounds sterling and fixed for the entire Contract Period. Pricing will be fully inclusive of **all** costs involved in meeting the Specification including delivery or early settlement discount incentives.

4.14 The Council reserves the right to not to award a Contract to the Successful Tenderer where the Tenderer cannot meet the requirements to Council’s timescales and/or satisfaction.

4.15 All communication with the Council must be made via the South East Business Portal (procurement portal). <https://www.businessportal.southeastiep.gov.uk>.

4.16 The indicative timetable for this procurement is:

|  |  |
| --- | --- |
| **Stage/activity** | **Date** |
| Invitation to tender published | 22nd December 2017 |
| Deadline for receipt of clarification questions or request for additional information from Tenderers | 23rd January 2018 |
| **Deadline for receipt of tenders** | **2nd February 2018** |
| Preferred Tenderer announced | 4th April 2018 |
| Standstill period | 4th to 14th April 2018 |
| Contract award | 15th April 2018 |
| Contract commencement date | 1st June 2018 |

## 5. Instructions to Tenderers

5.1 Tenderers must observe the following requirements:

(a) Tenderers have responsibility for obtaining, at their own expense, all information necessary for the proper preparation of their Tender. This responsibility extends to attending any site visits or necessary meetings throughout the entire procurement process;

(b) information provided to Tenderers by the Council (whether within the Invitation to Tender or information released subsequently following the despatch of the Invitation to Tender) is provided only for guidance in the general preparation of the Tender. Tenderers must make their own enquiries with regard to the accuracy of any such information. No responsibility is accepted by the Council for any loss or damage of whatsoever kind and howsoever arising from the use of such information by Tenderer;

(c) each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender and any formal Contract documents arising therefrom. No copies of the written documentation may be made without the written consent of the Council;

(d) Tenderers shall not make any alterations, qualifications, additions or notes upon the text of the Contract Terms and Conditions except with the prior written consent of the Council. Any proposed amendments must be notified to the Council for consideration prior to Tender submission in accordance with paragraph 4.8 above;

(e) Tenderers are required to keep the Tender open for acceptance for a period of 90 days from the last date for submission of Tenders;

(f) all documents requiring a signature must be signed as stated below and the status of the signatories within the organisation must be indicated;

1. where the Tenderer is an individual, by that individual;
2. where the Tenderer is a partnership, by two duly authorised partners;
3. where the Tenderer is a company, by two directors, or by a director or a secretary of the Company, such persons being duly authorised for that purpose;

(g) should a Tenderer withdraw their Tender or fail to complete the Contract within 28 days of acceptance of a Tender, the Council will not, for a period of 3 years, accept any Tender from such Tenderer unless the appropriate committee specifically by resolution within this period directs otherwise.

## 6. Tender queries

6.1 Tenderers should seek to clarify any outstanding queries and points of doubt with the Council before submitting a Tender by no later than 2nd February 2018.

6.2 All requests for clarification, additional information etc. must be made via the procurement portal <https://www.businessportal.southeastiep.gov.uk>. So as to maintain the principles of the EU Treaty (transparency, equality and non-discrimination) the Council will not respond to any communication that is not received via the procurement portal.

## 7. Completing the documentation

7.1 The Council reserves the right to disqualify any submission which is deemed incomplete.

7.2 Tenders which are not submitted in the format specified in this Invitation to tender shall not be considered by the Council.

7.3 Please answer all the questions in English, as accurately and concisely as possible, or mark those not applicable ‘N/A’ and provide an explanation.

7.4 Where indicated, responses must not exceed the maximum word or page limit given, appendices will be used as information only to add the understanding of the written response, an example of this may be screen shots of a system.

7.5 Please answer every question as instructed to do so. Do not assume that the officers evaluating the form will know about the Tenderers organisation or the work that they do, and answer the questions as fully as possible within any given constraints. The Council will only evaluate what is written by the Tenderers in their Tender.

7.6 Tenderers should not provide marketing literature or supporting documents, for example, accounts, certificates, statements or policies unless specifically requested to do so. Instead, we may request a statement regarding your approach to various aspects or a summary of your policies. The Council may ask to see these documents at a later stage so it is advisable that Tenderers ensure they can be made available upon request. Tenderers may also be asked to further clarify your answers or to provide more details.

7.7 Unless otherwise specified, tenders must be submitted using the forms provided, and in the format as issued (not PDF).

7.8 Where a signature is required this must be signed by a person who is authorised to do so as per paragraph 5.1 (f).

7.9 Tenderers must submit their Tender via the procurement portal before the deadline for receipt of tender <https://www.businessportal.southeastiep.gov.uk>.

**Tenders received after the deadline for receipt will not be considered.**

## 8. Freedom of Information

8.1 Tenderers acknowledge that the Council is obliged under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this Invitation to tender process.

8.2 Tenderers therefore accept and acknowledge that the decision to disclose information and the application of any exemptions will be at the Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA and/or the EIR as to whether any exemptions under of the FOIA and/or EIR may be applied to protect the Tenderer’s legitimate commercial and trade secrets.

8.3 Tenderers should state in the Freedom of Information Disclosure form if any of the information supplied is confidential, or commercially sensitive, or should not be disclosed in response to a request for information under the FOIA or EIR. Tenderers should state why they consider the information to be confidential or commercially sensitive and the time period applicable to that sensitivity.

8.4 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the FOIA and EIR.

## 9. Variant Tenders

9.1 Unless otherwise specified in the Contract Notice, the Council will not accept a variant tender.

9.2 Where a variant tender is invited, the Council will give an indication as to the nature of the variant tender that is authorised. In such instances, Tenderers must also submit a Tender which is fully compliant with the requirements set out in the Invitation to Tender (non-variant).

## 10. Abnormally low Tenders

10.1 Where the Tender price appears abnormally low, Tenderers will be required to explain and provide evidence to support the price and costs proposed in the tender.

10.2 In accordance with provisions contained in clause 69 of the Public Contracts Regulations 2015, the Council may reject a Tender deemed abnormally low.

## 11. Confidentiality of Tender information and documents

11.1 All information provided by the Council in connection with this Tender shall be regarded as confidential to the Council, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

11.2 The Invitation to Tender documentation are and shall remain the property of the Council and must be returned with the Tender submission or deleted from any computer systems where it is downloaded. If Tenderers choose not to submit a Tender, the Tender documentation must be deleted.

11.3 The Tenderer shall treat the details of its Tender and any subsequent Contract as strictly private and confidential. Copyright in the tender documents is reserved to the Council.

## 12. Canvassing

12.1 Any Tenderer who directly or indirectly canvasses any member, officer or agent of the Council concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain any information from any such member, officer or agent concerning any other Tender or proposed Tender shall be disqualified.

## 13. Collusive Tendering

13.1 Any Tenderer who:

(a) refuses to complete the Anti Collusion and Code of Conduct Certificate, or

(b) fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangements with any other person; or

(c) communicates to any person other than the Council the amount or approximate amount of their proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the ender for insurance or contract guarantee bond); or

(d) enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any tender to be submitted; or

(e) 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 tender or proposed tender for the Contract any act or omission;

shall (without prejudice to any other civil remedies available to the Council) be disqualified.

## 14. Tender warranties

14.1 In submitting a Tender the Tenderer warrants and represents that:

(a) it has complied in all respects with the Invitation to Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Invitation to Tender and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

(e) it is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future;

## 15. Ordering

15.1 The Successful Tenderer must be able to receive orders by electronic means (email or web) at the start of the Contract.

## 16. Payment

16.1 Payment shall be made by the Council to the Successful Tenderer in accordance with the Specification and the Contract Terms and Conditions.

16.2 The Council’s Constitution does not permit payments being made in advance.

## 17. Tender evaluation

17.1 In evaluating the Tenders the Council shall be seeking to ensure that it secures the most economically advantageous means of the supply and procurement, that is to say, an appropriate level of quality of service delivery and financial performance from the Successful Tenderer as well as including continuous improvement.

17.2 The Council has determined the applicable financial and technical Contract evaluation criteria. In essence, Tenderers must demonstrate that they are technically and operationally competent and able to meet the Specification, as a minimum requirement, as well as offering a financially attractive package for the Council.

17.3 The Council’s considerations will include the merits and capacity of the Tenderer’s services offered, to include the ability to fulfil the Contract Terms and Conditions and Specification requirements.

17.4 Tenderers should note that regardless of a Tenders overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the Tender from further consideration.

17.5 Throughout the evaluation process, the Council reserves the right to seek clarifications from Tenderers, where this is considered necessary to achieve a complete understanding of the tender received.

17.6 An initial examination of the Tender will be made to establish the completeness of the submitted Tender.

17.7 Tenderers may be asked to attend a clarification interview/presentation with the Council’s evaluation panel. Where required, the purpose of the clarification interview/presentation will be to help clarify any points arising from the written Tenders and scores may be adjusted as a result of the clarification interview/presentation. The Council reserves the right not to invite any Tenderer to clarification interview/presentation whose overall score is significantly lower than highest scoring Tenderers.

17.8 An initial examination of the Tenders will be made to establish the completeness of the submitted Tenders. Tenderers are advised of the Council’s right under Regulation 56.

17.9 The evaluation process will consist of Tenderers being assessed against the selection criteria and grounds for exclusion, and award criteria. Tenders that meet the selection and grounds for exclusion criteria will be evaluated against the award criteria. The Council reserves the right to examine Tenders before completing the selection and grounds for exclusion assessment.

17.10 Tenderers will be evaluated using the selection and grounds for exclusion criteria listed below. Any Tenderer failing any section will not have their tender evaluated.

|  |  |
| --- | --- |
| **Section** | **Assessment** |
| Section 1: Tenderer information | Not scored, for information only\* |
| Section 2: Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3: Grounds for Discretionary Exclusion | Pass / Fail |
| Section 4: Economic and financial standing | Pass / Fail\*\* |
| Section 5: Parent Guarantee | Not scored, for information only\* |
| Section 6: Technical and Professional Ability  (relevant experience and Contract examples) | Not scored, for information only^ |
| Section 7: Modern Slavery Act 2015 | Not scored, for information only\* |
| Section 8.1: Insurance | Pass / Fail |
| Section 8.2: Skills and Apprentices | Not scored, for information only\* |

*\* Tenderer may be excluded on the grounds of providing insufficient or false information.*

*\*\* Financial standing takes into consideration a Tenderers credit score, the estimated value of the Contract, and the Tenderers turnover. Any Tenderer who does not achieve a credit score of at least 81 and/or or whose minimum yearly turnover is not at least twice the estimated value of the Contract may be subjected to a more detailed assessment as to their financial standing. Any Tenderer who provides less than satisfactory accounts/figures or documentation which therefore give rise to concerns that cannot be satisfied regarding their financial standing, will fail. Credit scores are obtained via Experian.*

*^ Where the examples given are not relevant to the Contract (scope and Contract value), or where insufficient information is given, the Tenderer may be excluded.*

17.11 The Council reserves the right to request a site visit to an existing customer as part of the qualitative evaluation process. Where requested the site visit will be conducted after any clarification/presentation interview and will be attended by members of the evaluation panel and key business users. The Council anticipates that such site visits or references will only be conducted with/requested from the highest ranking Tenderers, and will be used only to clarify and verify their submissions.

17.12 The Award Criteria will be scored out of 100%, with Tenders evaluated on the following basis of the award sub-criteria and their weighting for the quality aspect of the tender.

|  |  |  |
| --- | --- | --- |
| **Ref:** | **Award criteria** | **Weighting** |
| 1. | Additional Suitability – various | Pass/Fail |
| 2. | Technical Capacity and Expertise | 14% |
| 3 | Manufacture / Design and Warranties | 20% |
| 4. | Quality assurance | 5% |
| 5. | Contract Management | 7% |
| 6. | Corporate Social Responsibility and Sustainability | 9% |
| 7. | Other | 5% |
|  | **Qualitative Total** | **60%** |
|  | **Price** | **40%** |
|  | **Overall Total** | **100%** |

17.13 The scoring framework shown below will be used to evaluate Tenders. The Tenderers response to each question will be scored and the total pro-rated to give a percentage score out of the maximum percentage for that section

|  |  |
| --- | --- |
| **0**  Unacceptable | Nil response, or Proposal is so incomplete or irrelevant that it is not possible to form a judgement |
| **1**  Poor | Almost unacceptable, response is limited or proposal is inadequate or substantially irrelevant. |
| **2**  Unsatisfactory | Below expectation, proposal does not fully address the requirement and gives rise to a number of concerns about its potential reliability. |
| **3**  Satisfactory | Satisfactory, proposal generally meets requirements, gives minor reservations about meeting some of the requirements. |
| **4**  Good | Good, meets expectations, proposal provides detail that is directly relevant, gives confidence as to reliability to meeting all key aspects of the requirements. |
| **5**  Excellent | Comprehensive, proposal exceeds expectations, gives high confidence that all key aspects of the proposal may be relied upon without reservation, offers added value and innovation that is relevant to requirement. |

17.14 The final scores for the qualitative and price elements of the tender will be combined to give an overall final score for the submission.

17.15 With respect to financial criterion scoring each submission will be awarded a weighting based on its relationship with the lowest priced quotation on the basis of the submitted lump sum fee. The Tender with the lowest lump sum fee will be awarded the full weighting available. Each of the remaining Tenders will be awarded a weighting on a pro-rata basis according to the following calculation:

Lowest quotation price

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x 40 % of weighting to be allocated

Tenderer price

Worked example:

|  |  |  |
| --- | --- | --- |
| Tenderer | Lump sum price (£) | Pro rata weighting (based on 40% being allocated to the price criteria) |
| A | £1,000,000 | 40% |
| B | £1,250,000 | 32% |
| C | £1,500,000 | 27% |

## 18. Definitions

18.1 Words defined in this document shall have the same meaning throughout the Invitiation to Tender:

1. “Contract” means the Articles of Agreement, the Terms and Conditions, the Specification together with any relevant plans, drawings and any other documents referred to in the Contract schedules, as well as the Successful Tenderers Tender.

“Council” means Oxford City Council, the contracting authority seeking to award a Contract

“Invitation to Tender” means the documents that comprise the overall information pack sent to Tenderers for the purposes of submitting a Tender. The Invitation to Tender typically comprises the following documents:

Instructions and important information

Contract Terms and Conditions

Specification

Tenderers response to the Specification

Pricing Schedule

Form of Tender

Confidential Information Statement

Anti-collusion and Competition Code Certificate

Anti-canvassing Certificate

Freedom of Information Disclosure Statement

“Specification” means the document which sets out the Council’s requirement in relation to the supplies/services/works and deliverables required

“Successful Tenderer” means the Tenderer who achieves the greatest score following the evaluation process

“Tender” means the Tenderers written proposal or bid for the proposed Contract

“Tenderer” means the organisation submitting a Tender

**part B – Specification**

**Contract for the Supply, Delivery and Installation of Street Nameplates with the option for installation.**

**Statement of Requirement**

Due to the size of some of the files (with images attached) Specifications B, C, D, E and F will be published as individual files on the South East Business Portal:

Specification A – Generic

Specification B - Oxford City Council

Specification C – Cherwell District Council – Conservation Areas

Specification D – Cherwell District Council – Non Conservation Areas

Specification E – South Northamptonshire Council – Conservation Areas

Specification F – South Northamptonshire Council – Non Conservation Areas

**Specification A**

**Generic Specification for Street Nameplates and Installation option**

* 1. **General**
  2. The aim of this Contract is to deliver a high quality service for the Supply and delivery and installing of Street Nameplates which is responsive to the needs of Oxford City Council (the Council) and Other Contracting Bodies (OCB’s) – the “Employer”
  3. The Supplier shall supply the appropriate services as contracted by the Council or OCB for one of the following services.
* To Oxford City Council, the manufacture and delivery of nameplates, with the option, at the Council’s request, of also installing them from time to time.
* To Cherwell District Council and to South Northamptonshire Council, the manufacture, delivery and installation of nameplates.

1.3 In addition, although not forming part of this Contract, the supplier may receive enquiries for the manufacture and/or delivery and/or installation of nameplates from private developers. When constructing new streets developers are under obligations to provide and install nameplates to the Authorities’ specifications.

* 1. **Service Requirements**
  2. The Supplier shall be required to receive Purchase Orders from the Authorised Officer electronically.
  3. The Supplier shall ensure that the Employer receives at all times consistent advice on both current methods of working and products along with any changes that may come onto the market during the lifetime of the contract.
  4. Method statements, any work permits and licences required and risk assessments must be provided where applicable.

**3. Installation of Nameplates**

Free-standing nameplates installed on legs into ground

* 1. All excavation, installation and backfilling shall be carried out in accordance with the

relevant sections of “Specification for the Reinstatement of Openings in Highways”,

2010.

* 1. Work within the highway shall be carried out in strict accordance with the “Safety at

Street Works and Road Works Code of Practice 2013”.

* 1. Temporary Traffic Management shall be carried out in strict accordance with

Chapter 8 of “The Traffic Signs Manual” 2009.

Fixing into existing structures

* 1. Where nameplates are not to be free-standing but instead fixed to walls, buildings

etc the Employer will obtain permission from the owner of the structure and provide

the Supplier with instructions on how and where the fixing is to be made.

**4. On-site arrangements (when installing)**

4.1 The Supplier shall clear away all rubbish and superfluous materials as they accumulate ensuring that all paths and roads are kept clear at all times of any obstructions, to ensure safe and unrestricted passage of pedestrians and/or vehicles as appropriate, leaving the site clean and tidy as the work proceeds and on completion.

4.2 The Supplier shall take all reasonable precautions during the progress of the works to prevent any damage to adjoining property or to public or private roadways and shall prevent materials, plant, rubbish and debris collecting thereon. The Supplier shall be held responsible for any damage resulting from the works and shall make good such damage at his own expense.

4.3 The Employer is not able to provide indicative or accurate plans of underground utilities at any site. It will be entirely the Supplier’s responsibility to take all the necessary precautions to avoid utility strikes.

4.4 Where, because of utilities, tree roots or any other reason, it is not practical to install a nameplate where the Employer has indicated the Supplier may use his discretion to adjust the location of the nameplate, taking care to ensure it will serve its intended purpose. Where this is not practical the Supplier shall refer this matter to the Employer who will provide further guidance.

**5. Rectification Works**

5.1 The Authorised Officer or a nominated representative shall in writing notify or give confirmation to the Supplier of any dissatisfaction with the Services or any part thereof which has not, in their opinion, been carried out with due diligence or in a proper, skilful and workmanlike manner in accordance with the Contract.

5.2 The Supplier shall rectify all services deemed to be sub-standard by the Employer that have been carried out either by the Supplier or by a sub-contractor at their expense and within the timescale agreed with the Authorised Officer.

5.3 Where sub-standard services and or materials are provided by the Supplier, the Authorised Officer will identify and agree an acceptable timeframe for the default to be rectified.

5.4 Making good damage to facilities caused by poor workmanship and or to the use of sub-standard materials shall be rectified at the Suppliers own expense in compliance with 5.2 and 5.3.

5.5 Any omissions or work not to the entire satisfaction of the Authorised Officer will be deemed to be a “default in performance” and the relevant clause of the conditions of contract will be implemented.

**6. Delivery of Services**

6.1 The Supplier must report on the following key performance indicators (KPI’s) when required to do so by the Employer.

* Number of utility strikes requiring attention or intervention by the Utility Company - Target - None
* % of orders concluded within 4 weeks of despatch – Target 80%
* % of order concluded within 6 weeks of despatch – Target 100%
* Number of notices of “default in performance” – see clause 11.5

Target – None

* Number of (justified) reports of unsafe practices during installation

Target – None

6.2 When an order is placed with the Supplier, the Supplier shall inform the Council or OCB when they expect to deliver and/or fit the Street Nameplates.

**7. Quality of work and supplier conduct**

7.1 All services are to be carried out in accordance with the terms of legislation in place at the time of the services being undertaken; all in accordance with British or EU Standards and Codes of Practice as amended where applicable.

7.2 The Supplier shall be deemed to have satisfied himself as with all matters which may in any way effect the execution of the Services and to have made full provision in respect of the prices tendered.

7.3 The Supplier shall provide a suitable trained and competent team of staff to carry out the services.

7.4 Staff on-site (installing) shall at all times operate in accordance with NRSWA regulations and shall behave in a polite and courteous manner to all members of the public and Council Officers.

7.5 The Supplier shall carry out and complete execution of the services to the satisfaction of the Authorised Officer who may from time to time issue further details and/or instructions, directions and explanations in regard to the variation or modification of the specification.

7.6 The Supplier shall not make any alteration in, addition or omission from the Services described in the specification and / or shown in the drawings unless directed in writing by the Authorised Officer.

7.7 The Supplier shall make good and reinstate any damaged pathways / driveways to the Authorised Officers satisfaction.

**8. Subcontracting**

8.1 Subcontracting any part of the services requires written approval from the Authorised Officer. The Supplier must also in advance confirm and submit to the Authorised Officer that the subcontractor has the relevant accreditation if applicable to the required services requested.

8.2 To obtain permission the Supplier shall submit his request in writing to the Authorised Officer.

**9. Requests for Quotations**

9.1 Quotations shall be requested by the Council and OCB’s for jobs where the pricing schedule supplied is not sufficient. Quotations shall be requested by the Authorised Officer by e-mail, telephone, fax or on-line. Other work will be authorised as per the agreed schedule of rates.

9.2 The Supplier must provide a quotation within the given timescale on full company headed paper within 5 working days of the request and preferably sent electronically.

9.3 The Supplier must not charge the Council or OCB’s for any quotation that it provides.

**10. Contract Management**

10.1 The Supplier shall identify a named person to whom all operational communication may be directed. This person will be known as the Account Manager.

10.2 The Account Manager will be responsible for ensuring that the contract services provided are in accordance with the conditions.

10.3 The person identified in compliance with clause 8.1 shall be available to attend meetings with the Authorised Officer and other officers commissioning work according to the requirements of the Council and OCB’s.

10.4 The Account Manager will be required to meet with the Authorised Officer from time to time to ensure the smooth running of the contract and to review Key Performance Indicators.

**11. Performance Monitoring and Review**

11.1 The performance of both quality and level of service shall be monitored throughout the duration of the contract.

11.2 Review meetings shall be held at a frequency that meets the requirements and performance of the contract.

**12. Observance of Statutory Requirements**

12.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council and OCB’s against any claims made as a result of any failure in compliance.

**13. Health and Safety**

13.1 The Supplier must use safe and proper methods of working which comply with such liabilities and obligations to his employees and to any other persons as are imposed under all relevant legislation.

13.2 In addition, the Supplier will be required to keep up to date with any amendments or appropriate new legislation. The Authorised Officer shall have power to require the Supplier to dismiss from the works (fitting only) any workmen employed by the Supplier if, in the opinion of the Authorised Officer, such workman is not competent or who is operating in a manner which is likely to be a danger to himself or others, or who is behaving in an unreasonable or offensive manner.

13.3 For the purpose of this contract a competent person shall as a minimum be the holder of a current qualification under the Street Works Qualifications Register (SWQR) Scheme. All persons installing nameplates shall at all times carry their personal SWQR card which the Employer may ask to see it from time to time.

* 1. Where applicable the contractor must ensure that they provide all necessary Risk Assessments, required under the Management of Health and Safety at Work Regulations 1999 for each operation and will have full regard for the safety of all persons associated with the contract including visitors to the facilities.

1. **Environmental Standards**
   1. The Supplier will be expected to work with the Council and OCB’s to comply with and develop new approaches, technology and techniques for minimising future environmental impact.
   2. When performing the “installation of street nameplates” service, the supplier shall arrange to recycle all materials removed from site that can be recycled. All suppliers including sub-contractors must dispose of all materials in guidance with the Environmental Protection Act 1990 section Duty of Care (Section 34 in respect of waste disposal).
   3. The Supplier shall endeavour to record and reduce its greenhouse gas carbon footprint in accord with the guidance set out by the Department for Energy and Climate Change and promote efficient use of energy, materials and resources when delivering these services.
   4. The Supplier must specify the use of environmentally friendly products wherever possible for all work activities undertaken on this Contract.

**15. Invoices, Billing and Payment**

15.1 a) For the Council all invoices are to be sent to [invoice@oxford.gov.uk](mailto:invoice@oxford.gov.uk)

b) For the OCB’s the billing address will be agreed at the point of commencement of the contract.

15.2 In general the policy is to pay within 30 days of receipt of invoice. In some cases alternative policies will be in place which will be advised at the point of placing the order.

15.3 All invoices must include the Purchase Order Number for payment to be made to the Supplier.

**16. Prompt Payment Discount**

16.1 The Council and OCB’s may be in a position to offer payment of invoices within 14 days in return for a percentage discount off the invoice amount. Suppliers are invited to make an offer as to the percentage discount to be applied to their invoices.

**17. Insurances**

17.1 The Supplier shall provide the following insurances throughout the duration of the contract:

* Employers Liability Insurance - £10 million in respect of any one incident and the number of incidents covered shall be unlimited
* Public Liability Insurance - £10 million in respect of any one incident and the number of incidents covered shall be unlimited
* Professional Indemnity Insurance - Not required
* Product Liability Insurance - £5 million in respect of any one incident and the number of incidents covered shall be unlimited

**18. Systems**

18.1 The Supplier shall have in place systems, procedures and processes for all orders placed, whether by post, fax or on-line and provide details in their tender submission. These systems must be available for the life of the contract.

**19. Reporting**

19.1 The Council, OCB’s and the Supplier will keep full and proper records of all operations carried out as agreed by the Authorised Officer.

**20. Warranties**

1. 20.1 The Supplier shall provide a minimum of a one year warranty from the Delivery
2. Date/Installation Date against failure or defect occurring to a component, part or
3. total unit of any or all of the Goods. Such warranty shall cover all parts, labour,
4. transportation and administration costs and all defects made good, or the Goods
5. replaced by the Supplier at no cost to the Purchasers, except where it can be
6. reasonably demonstrated to the relevant Purchaser that any repair is not
7. considered fit to restore any defective component to its original condition, the
8. component repaired shall subsequently be replaced by a new component at no cost
9. to the Council. The cost of such warranty shall be deemed to be included in the
10. Supplier’s costs stated in the Pricing Schedule.

**21. Pricing**

21.1 The Price Evaluation is weighted at 40%.

21.2 All prices are to be shown in pounds sterling.

21.3 Oxford City Council and OCB’s requires all items on Annex’s 2, 3, 4, 5 and 6 to be fixed for the 3 year term of the contract, starting from the Commencement date of the Contract.

21.4 For any further extension(s) to the contract, the Pricing Schedule will be reviewed at the end of the 3 year term and where the Supplier can clearly demonstrate with quantifiable evidence that increases / decreases should be applied to any element of the Pricing Schedule, then that / those elements may be amended to the Pricing Schedule in accordance with any extension of the original contract.

21.5 Any amendment to pricing in line with 21.4 must be agreed with the Authorised Officer.

21.6 The prices submitted should include the cost of all contingencies including all delivery, packaging and carriage costs, fuel, labour, off-loading to site, multiple delivery sites and ancillary charges. Prices however shall be exclusive of Value Added Tax (VAT).

21.7 All quoted prices shall include a minimum one year warranty, as per clause 5.3

of the Terms and Conditions.

21.8 Any prices submitted for installation services shall be deemed to be the inclusive value of the work scheduled.

21.9 The prices submitted should include any additional costs that may be applied i.e. minimum order value/quantity.

21.10 Annex 1 will be evaluated on the basis of a ‘basket’ price. The basket price

will be calculated by adding together the Total amounts.

21.11 The list of items within Annex 1 have been selected as Core items or services

taken from all the various pricing Schedules, the quantities are based on current

annual usage, it is NOT the full list of products/services that the Potential provider

will be expected to provide.

21.12 Annex’s 2, 3, 4, 5 and 6 will form the Pricing Schedules of this Contract and will

not be evaluated.

21.13 Where the nameplate contains a number of letters that have not been

specifically priced, the price will be interpolated.

**Note:**

Specification B to F can be found as separate documents downloaded on the South East Business Portal