

**SUB THRESHOLD QUOTATIONS  
LONG FORM  
£10,001 UP TO £100,000**



**Dartmoor National Park Authority**

**DNP0001-19**

**REQUEST FOR FORMAL QUOTATION**

**Repairs to bridleway No.17 Dartmoor Forest, Postbridge**

<b>Bidder to insert their company/organisation name</b>

**Quotations submitted after the stated closing date and time will not be considered**

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<b>Request for Formal Quotations No:</b>  <b>DNP0001-19</b>	<b>Dartmoor National Park Authority</b> <b>Bovey Tracey</b> <b>Newton Abbot</b> <b>Devon</b> <b>TQ13 9JQ</b>
<b>Quotations for:</b> Repairs to bridleway No.17 Dartmoor Forest, Postbridge  <b>Period of Contract:</b> 23 <sup>rd</sup> September 2019 – 28 <sup>th</sup> October 2019	<b>Due for return by 12:00 Noon on:</b>  <b>Thursday 5<sup>th</sup> September 2019</b>  <b>Quotations submitted after the stated closing date and time <u>will not</u> be considered.</b>

## 1 INTRODUCTION

### General

- 1.1 Dartmoor National Park Authority ("The Authority") is issuing this Request for Formal Quotations ("RFQ") in connection with the Procurement.
- 1.2 All interested Bidders can submit a Quotation for this Procurement. This RFQ provides further details of the Procurement and the process for submitting Quotations.

### Communications / Contact

- 1.3 The main point of contact or information within the Authority is: Simon Lee and is available on: 01626 831013 or slee@dartmoor.gov.uk
- 1.4 Bidders should not approach any **member** of the Authority in relation to the Procurement or the Procurement Process.

### Quotation Procedure

- 1.5 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.
- 1.6 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 7 Quotation Checklist** for further information).
- 1.7 The Authority will evaluate Bidders' responses to the suitability assessment questions in **Appendix 6** before evaluating the remainder of the Quotation. Bidders must pass the suitability assessment questions in order to have the remainder of their Quotations evaluated.

- 1.8 The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
- 1.9 All documents and Quotations will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
- 1.10 The RFQ aims to:
- provide information to Bidders on the Procurement and the opportunities available;
  - set out clearly the Authority's requirements;
  - provide information on the Authority's approach to the RFQ process;
  - set out the deliverables required from Bidders; and
  - set out the evaluation criteria and weightings that the Authority will use to assess Quotations.
- 1.11 Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.
- 1.12 The questions that Bidders are required to answer in the RFQ are set out in **Appendix 8 (Quality Questions)** and **Appendix 9 (Financial Submissions)** to this document.
- 1.13 **Quotations should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in Section 5 (Submission Instructions) and the checklist contained in Section 7 (Quotation Checklist).**
- 1.14 However, the Authority may request Bidders to clarify aspects of their Quotations where the authority considers it appropriate to do so.
- 1.15 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.
- 1.16 The Authority reserves the right to vary the procedure as described in any of 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.

## Definitions

1.17 In this RFQ, the following definitions shall apply:

### Definitions

<b>Advisers</b>	Means all professional advisers of the Authority's involved in the Procurement Process
<b>Authorised Representative</b>	Means any employee of the Authority or the Supplier empowered to make decisions relating to the Contract, on behalf of their organisation
<b>Bidder(s)</b>	Means individuals and/or Organisations who are interested in quoting for the Procurement
<b>Confidential Information</b>	Means all information marked as confidential. Does not apply to any information not marked in this way.
<b>Contract:</b>	Means the agreement between the Authority and the Supplier for the provision of Goods & Services being the subject of this Procurement Process, in the form set out in <b>Appendix 3</b> , including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>Contract Price</b>	Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract
<b>Dartmoor National Park Authority Organisation</b>	Means the Authority or its duly authorised officers  Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK
<b>Procurement</b>	Means the repairs to Bridleway No. 17 Dartmoor Forest, Postbridge
<b>Procurement Documents</b>	Means any document issued by the Authority as part of this Procurement Process
<b>Procurement Process</b>	Means the procedure set out in this document by which the Procurement will be procured
<b>PSN</b>	Means Public Services Network. The public services network of networks delivered through multiple service providers as defined in the Cabinet Office PSN Glossary v1.6, 31 January 2013

**Quotation**

Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process.

**RFQ**

Means Request for Formal Quotation

**Supplier**

Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier's successors and permitted assignees

## 2 IMPORTANT NOTICES

### General

- 2.1 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 for the Procurement and for no other purpose.
- 2.2 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 and to **Section 5 (Submission Instructions)** which details how to submit Quotations.

### 3 TIMETABLE AND PROCESS

#### Procurement Timetable

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

Date and Time	Stage
16 <sup>th</sup> August 2019	Procurement Documents made available online via <a href="http://www.dartmoor.gov.uk/about-us/how-we-work/business/contract-opportunities">www.dartmoor.gov.uk/about-us/how-we-work/business/contract-opportunities</a>
Noon on 2 <sup>nd</sup> September 2019	Deadline for clarification questions
<b>Noon on 5<sup>th</sup> September 2019</b>	<b>Deadline for return of Quotations</b>
6 <sup>th</sup> September 2019	Evaluation of Quotations and recommendation for the successful Quotation.
W/C 9 <sup>th</sup> September 2019	Completion of the Authority's approval and award decision processes.
13 <sup>th</sup> September 2019	Appointment of the successful Bidder
13 <sup>th</sup> – 23 <sup>th</sup> September 2019	Voluntary standstill period
23 <sup>rd</sup> September 2019	Award of the contract
25 <sup>th</sup> onwards September 2019	Service delivery commences

3.2 The Authority reserves the right to amend this timetable as the Procurement Process progresses.

#### General Information

3.3 Bidders are directed to the information in relation to conflicts, contained in paragraph 2.1 of **Appendix 1 (Important Notices)**, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

#### Pre Quotation Clarifications

3.4 Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1.

3.5 Upon commencement of the RFQ process Bidders must not approach any member or officer of the Authority with any queries other than using the email **[slee@dartmoor.gov.uk](mailto:slee@dartmoor.gov.uk)**



- 3.6 Any information that the Authority provides in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.

### **Quotation Submissions**

- 3.7 Quotations must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

### **Post Quotation Clarifications**

- 3.8 Upon receipt of a Quotation the Authority may wish to pose post-Quotation clarification questions to Bidders.

### **Suitability Assessment Questions**

- 3.9 Bidders are required to complete and submit the suitability assessment questionnaire (**Appendix 6**) alongside their RFQ responses (i.e. by the deadline for Quotation submissions). Bidders' answers to the suitability assessment questions will be evaluated prior to evaluation of the RFQ responses as explained in paragraph 1.7 above.
- 3.10 Details of the approach to be taken to the assessment of suitability are contained in the instructions to **Appendix 6**. Bidders should read the instructions in full before completing the questions.

### **The Award Criteria and evaluation questions.**

- 3.11 Bidders' answers to each of the RFQ questions **Appendix 8 (Quality Questions)** must be self-contained without referring to additional documents, answers to other RFQ questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Authority reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Quotation. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Quotation.
- 3.12 Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the Goods and Services subject of this RFQ.

### **Price Schedule**

- 3.13 The Bidder's price will be calculated and evaluated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and **Appendix 9 (Financial Submissions)**. The price element of the Quotation will be scored and will contribute to the overall score for the Quotation. The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 9**.

### **Completion of Quotation**

- 3.14 Evaluation of a Quotation does not imply acceptance by the Authority of the Bidder's financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Quotation evaluation process.
- 3.15 The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Quotation contains inaccurate information, the Authority may exclude that Quotation (if still under evaluation) and/or terminate a Contract entered into as a result of that Quotation.

### **Confidentiality and Freedom of Information**

- 3.16 Bidders must highlight pink any information which they consider to be confidential or commercially sensitive in their Bid 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 Bid price as part of the debriefing process.
- 3.17 Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight pink those aspects of their Bid 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 Bid as non-confidential.
- 3.18 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.
- 3.19 Please see further details regarding confidentiality in **Appendix 1 (Important Notices)**.

### **Return of Certificates / Contractual Undertaking**

- 3.20 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 4 (Certificates)** as part of a Quotation. Copies of the certificates are provided in **Appendix 4 (Certificates)**.
- Certificate of Non-Collusion
  - Certificate of Non-Canvassing
- 3.21 In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 5 (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.

## Orders and Payments

3.22 The Authority has in place an electronic system meaning that purchase orders and invoices can be dealt with electronically for the purchase of goods and services.

3.23 Purchases (requests for goods or services) by the Authority must be accompanied by an official Authority's purchase order. The successful Bidder must refuse any request for services that is not accompanied by an official Authority's purchase order. It is essential that the Supplier quotes the relevant purchase order number on all invoice(s).

3.24 In summary, the requirement of the payment system is that:

- 3.24.1 All purchases must be accompanied by a purchase order
- 3.24.2 Invoices must have a corresponding purchase order (PO) - if you do not quote this your invoice may not be paid
- 3.24.3 Invoices should be sent centrally unless locally agreed alternative arrangements have been made
- 3.24.4 The use of purchase orders achieves greater automation and greatly reduces the time taken to process invoices and make payment

3.25 The essential requirements of the payment system which the Supplier will be required to comply with are:

- 3.25.1 The Authority will require email addresses for the Supplier for the following:
  - Main Email address
  - Order Email address
  - Remittance Email address

In smaller organisations, these may be the same.

- 3.25.2 The Supplier will be required to e-mail [finance@dartmoor.gov.uk](mailto:finance@dartmoor.gov.uk) with its most current information. To avoid maintenance, these email addresses should, where possible, be generic to the Supplier's organisation and not individual's mailboxes.

- 3.25.3 The Supplier should send invoices by email, as individual attachments to the Authority's central Accounts Payable Team at [finance@dartmoor.gov.uk](mailto:finance@dartmoor.gov.uk)

- 3.25.4 Emailed invoices should be separated so that the Authority receives one invoice per attachment and one attachment per email. To ensure prompt payment, the use of PDF or TIF attachments is preferable.
- 3.25.5 Each invoice must relate to a single purchase order and must quote that purchase order number.

### **Contract Award**

- 3.26 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.

## 4 SPECIFICATION

### About the Specification

- 4.1 The Goods and Services are described in the Specification in **Appendix 2 (Specification)** to this RFQ.
- 4.2 Through their responses Bidders shall demonstrate how they intend to deliver the Goods and Services described in the Specification. Flexibility to meet changing demands and customer needs is a key priority. The successful Bidder will affirm willingness, through the life of the Contract, to vary the service provision according to the Authority's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are "reasonable" and fall within the overall scope of what the Bidder would reasonably be expected to be capable of delivering.

### Alternative Quotations

- 4.3 Alternative Quotations will not be accepted.

### Environmental Issues

- 4.4 The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with the Authority to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

### Cost Strategy

- 4.5 The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 9 (Financial Submissions)**.
- 4.6 All costs must be in £ sterling and exclusive of VAT

## 5 SUBMISSION INSTRUCTIONS

### General

- 5.1 The Authority will reject Quotations submitted after the date and time specified as the deadline. Please see **Section 2** and **Appendix 1 (Important Notices)**.
- 5.2 The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Quotations.
- 5.3 Quotations must be submitted together with supporting information either (a) electronically to [tenders@dartmoor.gov.uk](mailto:tenders@dartmoor.gov.uk) (max file size 6MB) with an email subject line **CONFIDENTIAL**; or (b) in writing by post or hand delivered addressed to The finance department, Dartmoor National Park Authority, Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ in an envelope clearly marked **CONFIDENTIAL**, no later than 12:00 noon on Thursday 5<sup>th</sup> September 2019
- 5.4 It is your responsibility to ensure that your Quotation is submitted prior to the closing date/time.
- 5.5 You should ensure that you leave enough time to submit your Quotations.
- 5.6 **NOTE** it is not possible to complete the Quotation electronically online.

### Quotation documentation

- 5.7 **Section 7 (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

- 5.8 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 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.
- 5.9 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.

## **Attachments**

- 5.10 Where specifically requested, attachments 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.
- 5.11 For example, if you are requested in Question 1 of the RFQ to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called "Q1 Management Structure" and "Q1 Staff Structure" respectively.
- 5.12 Attachments that have not been requested as part of the RFQ will be ignored and will not be taken into consideration as part of the evaluation process.

## 6 EVALUATION

### General

- 6.1 This Section 6 sets out the evaluation criteria against which the RFQ responses will be assessed.
- 6.2 Bidders are required to respond to each of the questions set out in **Appendix 8 (Quality Questions)** and complete in full the requirements in **Appendix 9 (Financial Submissions)**.

### Evaluation Criteria and Weightings

- 6.3 The contract award decision will be made based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 7 (Award Criteria)**.

### Evaluation Methodology

- 6.4 Following compliance checks each Quotation will be evaluated and scored against the evaluation criteria and weightings and Bidders will be ranked in line with their scores.
- 6.5 At each stage of the evaluation process all mathematical results will be rounded to two decimal places.

### Quality Evaluation

- 6.6 In relation to the Quality criteria and sub-criteria (as indicated in **Appendix 7**), each question will be scored by the evaluation panel in application of the following scoring scale:

SCORING SCALE	
Score Awarded	Quality Band Performance Definition
0	Very poor or no response The response provides no confidence.
1	Poor The response provides very little confidence.
2	Unsatisfactory The response provides some confidence but not to an acceptable degree.
3	Satisfactory The response provides an acceptable degree of confidence.
4	Good The response provides a good degree of confidence.
5	Excellent The response provides an exceptional degree of confidence.



- 6.7 In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that a particular submission could in fact be delivered by the Bidder concerned.
- 6.8 Each member of the evaluation panel will assess and score each Quotation separately to decide which Quality Band Performance Definition most accurately describes the response. The evaluation panel members will record the corresponding 'Score Awarded' (either 0, 1, 2, 3, 4, 5 – no other scores may be used) and the strengths and weaknesses of the response.
- 6.9 Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Quotation.

### Moderation

- 6.10 A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder's response to a question in accordance with the scoring scale at 6.6.
- 6.11 In the unlikely event that the evaluators are unable to agree on a score for a Bidder's response, the majority score will be selected as the consensus score and the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s). For the avoidance of doubt, there will be no averaging of scores where a single consensus score cannot be reached.
- 6.12 This consensus score will be divided by the highest score available for that question (i.e. 5) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
- 6.13 All weighted scores from each award criterion will then be added together to give a final quality score total for each Quotation.

### **Price Evaluation**

- 6.14 The price evaluation will be based on the lowest price for the total cost of completion.
- 6.15 The panel evaluating quality will not be aware of the prices bid until the quality evaluation is completed.
- 6.16 Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 9 (Financial Submissions)**.

- 6.17 The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. The formula used will be:

$$(\text{Lowest price}/\text{Bidder's price}) \times 100 = \text{Bidder's price score.}$$

- 6.18 Price scores will then be multiplied by the price weighting to give a final price score.
- 6.19 If a Bidder submits a free of charge Quotation, for evaluation purposes, that offer will be allocated a price of 1p. The Quotation with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Quotation.

### **Final Evaluation Score**

- 6.20 The final overall quality and price score for each Bidder is obtained by adding the final weighted quality score for that Bidder to the final weighted price score for that Bidder to give an overall combined quality and price score out of 100.
- 6.21 Each Bidder's overall quality and price score will be compared with the other Bidders' overall quality and price scores to identify the successful Quotation(s). The successful Bidder(s) will be the one(s) that submit the highest scoring overall Quotation(s).

### **Evaluation Approach**

- 6.22 The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, the quality questions (**Appendix 8**) and sub-criteria as well as the financial submission (**Appendix 9**) prior to the RFQ response deadline.

## 7 QUOTATION CHECKLIST

- 7.1 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.
- 7.2 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		<b>Complete and submit with Quotation</b>	
•	Appendix 1 (Important Notices)		Read	
•	Appendix 2 (Specification)		Read	
•	Appendix 3 (Contract)		Read	
•	Appendix 4 (Certificates)		<b>Read, sign and submit</b>	
•	Appendix 5 (Contractual Undertaking)		<b>Read, sign and submit</b>	
•	Appendix 6 (Suitability Assessment Questions)		<b>Read, complete, sign and submit</b>	
•	Appendix 7 (Award Criteria)		Read	
•	Appendix 8 (Quality Questions)		<b>Read, complete and submit</b>	
•	Appendix 9 (Financial Submission)		<b>Read, complete, sign and submit</b>	
•	Appendix 10 (Additional Documents)		<b>Read all Additional Documents and sign and return the acceptance form</b>	

## **Appendix 1: Important Notices**

### **1. Confidentiality**

- 1.1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
  - 1.1.1. treat all Confidential Information as confidential;
  - 1.1.2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
  - 1.1.3. 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
  - 1.1.4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
- 1.2. 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:
  - 1.2.1. 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
  - 1.2.2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 1.3. 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.
- 1.4. 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 Bid process, at debrief stage or after the Contract has been entered into.
- 1.5. 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 11.1 below) and any other associated transparency duties.

## **2. Conflicts**

- 2.1. 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.

## **3. Canvassing and non-collusion**

- 3.1. 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:
  - 3.1.1. 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;
  - 3.1.2. 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;
  - 3.1.3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
  - 3.1.4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
  - 3.1.5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this RFQ;
  - 3.1.6. 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);
  - 3.1.7. 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);
  - 3.1.8. 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;

- 3.1.9. 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;
  - 3.1.10. canvasses any person connected with this RFQ who is not one of its own team;
  - 3.1.11. 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);
  - 3.1.12. communicates to any person other than the Authority 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);
  - 3.1.13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
  - 3.1.14. undertakes to unduly influence the decision-making process of the Authority; or
  - 3.1.15. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
- 3.2. 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 4 (Certificates)**.

#### **4. Publicity**

- 4.1. 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.

#### **5. Liability of the Authority and its Advisers**

- 5.1. In the Procurement Documents, "The Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person, including the Authority.
- 5.2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:

- 5.2.1. providing an application procedure for individuals or Organisations interested in submitting a Quotation for the Procurement; and
  - 5.2.2. to assist persons interested in submitting a Quotation for the Procurement in making their own evaluation of the potential opportunity.
- 5.3. 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.
- 5.4. The Authority and its Advisers:
  - 5.4.1. 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
  - 5.4.2. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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 the Authority.

## **6. Provision of further information from Bidders prior to making a Quotation**

- 6.1. 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.

## **7. Procurement Process and costs**

7.1. The Authority reserves the right at any time:

- 7.1.1. 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
- 7.1.2. to amend the terms and conditions of the Procurement Process;
- 7.1.3. not to consider Quotations other than those specified;
- 7.1.4. to issue amendments or modifications to the RFQ;
- 7.1.5. to alter the timetable to contract award;
- 7.1.6. to cancel or withdraw from the Procurement Process at any stage;
- 7.1.7. not to award a contract, and
- 7.1.8. In the case of a contract in the form of separate lots, to not award all or some of the lots.

7.2. 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.

### **Abnormally low Bids:**

7.3. 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 Bid. The Authority will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## **8. Rejection of Quotations**

8.1. The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Quotation is submitted late.

8.2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:



- 8.2.1. 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;
  - 8.2.2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
  - 8.2.3. the Bidder are guilty of material misrepresentation in relation to its Quotation and/or the Procurement Process;
  - 8.2.4. the Bidder contravene any of the terms and conditions of this RFQ;
  - 8.2.5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
  - 8.2.6. Quotations or offers by Bidders are made subject to additional or alternative conditions.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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:
- 8.5.1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or]
  - 8.5.2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
- 8.6. 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.

## **9. Sub-contracting arrangements**

- 9.1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 9.2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

## **10. Acceptance of Quotations**

- 10.1. 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.
- 10.2. The Contract shall be subject to The Authority's Standard Conditions of Contract.
- 10.3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Quotation for Minimum 120 days and no increase will be accepted prior to the Contract being entered into.
- 10.4. Once the Contract is entered into, prices are to be held firm for a minimum of 12 months unless otherwise stated ("Price Stability Period").
- 10.5. 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.

Contract terms **will not** be subject to negotiation.

## **11. Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 11.1. 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").
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.

## **12. Intellectual Property**

- 12.1. 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.
- 12.2. 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.

## **Appendix 2: Specification**

### **Background and Introduction**

Dartmoor Forest bridleway 17 is located within the centre of the National Park and as such provides an important strategic link from the village of Postbridge to surrounding sites for a variety of users mainly for recreational purposes.

The aim of this contract is to improve a 1km section of bridleway near Postbridge that is currently impassable due to the depth of mud and standing water during the winter months. The contractor will need to complete the following tasks: -

- remove soil up to a depth of 400mm over a width of 3.5 – 4 metres wide along a length of 1km bridleway.
- to reinstate excavated areas with 300mm granite based large clean drainage stone (50-200mm) capped with 100mm of granite based 40mm to dust.

The works required along the 1km bridleway can be detailed into four distinct sections and these are detailed below and see **Appendix 10 Additional Information** that provides a map for location of these sections.

- **Section 1**

- Two wet areas measuring approximately 4 metres x 2 metres to a depth of 300mm requiring the soil to be excavated and refilled with 200mm granite based clean stone and capped with granite based 40 mm to dust.

- **Section 2**

- To excavate and remove soil to a depth of 400mm x 3.5 metres wide over a distance of 260 metres.
- Reinstated with granite based clean stone to a depth of 300mm and capped with 100mm of granite based 40mm to dust.
- This section must be profiled to drain away to the east of the site.

- **Section 3**

- To excavate and remove soil to a depth of 300mm x 4 metres wide over a distance of 129 metres.
- Reinstated with granite based clean stone to a depth of 200mm and capped with 100mm of granite based 40mm to dust.

- **Section 4**

- To excavate and remove soil to a depth of 300mm x 3.5 metres wide over a distance of 442 metres.
- Reinstated with granite based clean stone to a depth of 200mm and capped with 100mm of granite based 40mm to dust.

## **Environmental and Health and safety considerations**

- The bridleway will be closed to the public, but consideration should be given to any members of the public that stray onto the site.
- Part of a public highway (metaled road near Soussons) is to be used for the transportation of stone to site, therefore the public highway must be kept clear of all debris associated with the works (mud and stones).
- Suitable precautions must be taken to protect against environmental and archaeological damage.
- Care must be taken when operating plant in the vicinity of Pizwell farm listed buildings.

## **Supply of Granite**

The contractor will be required to source and procure the full requirement of granite from an approved source and arrange for delivery.

The tonnage to be sourced is to be completed from the specified and detailed length, width and depth of bridleway. Claims for cost of material ordered surplus to requirements will not be entertained. It is anticipated that approximately 1000 tonnes of material may be required (800 tonnes of sub base and 200 tonnes of capping)

The granite which is suitable for the bridle path will be: -

- ***Sub-base***  
Granite based large clean drainage stone (approx. 50mm – 200mm) or an equivalent granite based sub base to be agreed with the Authorised Officer, to be supplied by the Contractor
- ***Top dressing material (capping)***  
Granite based (40 mm to dust sub base or agreed granite equivalent) to be supplied by the contractor.

The Contractor will also be required to ensure and maintain the safety and security of the granite throughout the works.

The Contractor will need to be transported the new drainage and capping stone to site via a 1km route using dumpers from an agreed lorry dumping location (see X on the map Appendix 10). A local farmer may also be able to assist with this (at a cost agreed between the contractor and them)

The contractor will need to compact the capping stone (rolled etc.)

## **Excavated Soil**

Approximately 30% of the soil excavated can be deposited to the side of the path or into the hedge.

The remaining 70% will need transporting to a dumping site on the farm no more than 0.5km away.

### **Access to the Bridleway Path**

The bridleway is used regularly throughout the year by farm traffic and therefore the works completed should be able to withstand this level of use.

The bridleway is regularly used by farm traffic so consideration must be given to minimize disruption.

Access to the bridleway and along the route is good (at least 3 metres wide and level)

### **Timing of the works**

All works are to be completed by 28<sup>th</sup> October 2019.

**Appendix 3: Contract**

**DARTMOOR NATIONAL PARK AUTHORITY**



**Repairs to bridleway No.17 Dartmoor Forest, Princetown**

**Dartmoor National Park Authority**

**and**

**[Supplier]**

**Standard Terms and Conditions for the purchase of services**

# SUPPLY OF SERVICES CONTRACT

## CONTRACT DETAILS

DATE:

<b>Customer:</b>	Dartmoor National Park Authority (a Party and together with the Supplier the Parties)
<b>Customer's address:</b>	Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ
<b>Customer's representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Supplier:</b>	[COMPANY NAME] LIMITED (No. [NUMBER]) (a Party and together with the Customer the Parties)
<b>Supplier's address:</b>	[ADDRESS]
<b>Supplier's VAT number:</b>	[NUMBER]
<b>Supplier's representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Services Start Date:</b>	25 <sup>th</sup> September 2019



<b>Expiry Date:</b>	28 <sup>th</sup> October 2019
<b>Services:</b>	The Services to be provided by the Supplier as set out in the Invitation to Submit Quotation issued 16/8/19 and the Supplier's Written Quotation dated [DATE].
<b>Charges:</b>	The total sum of [SUM] <b>excluding VAT</b> being the amount payable by the Customer for the provision of the Services by the Supplier set out in or otherwise calculated in accordance with the Supplier's Written Quotation.
<b>Special Conditions:</b>	<p>Special Conditions shall apply to this Contract</p> <p><b>1 LIMITATION OF LIABILITY</b></p> <p>1.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.</p> <p>1.2 Subject always to clauses 1.3 and 1.4:</p> <p>1.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and</p> <p>1.2.2 in no event shall the Supplier be liable to the Customer for any:</p> <ul style="list-style-type: none"> <li>(a) loss of profits;</li> <li>(b) loss of business;</li> <li>(c) loss of revenue;</li> <li>(d) loss of or damage to goodwill;</li> <li>(e) loss of savings (whether anticipated or otherwise); and/or</li> </ul>

(f) any indirect, special or consequential loss or damage.

1.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

1.3.1 death or personal injury caused by its negligence or that of its staff;

1.3.2 fraud or fraudulent misrepresentation by it or that of its staff; or

1.3.3 any other matter which, by law, may not be excluded or limited.

1.4 The Supplier's liability under any indemnity given by the Supplier to the Customer under this Contract shall be unlimited.]

1. This Contract is made up of the following:

- (a) the Contract Details including any Special Conditions.
- (b) the Agreed Terms.
- (c) the Schedule (Data Protection) to the Contract (if applicable).
- (d) the Invitation to Submit Quotation.
- (e) the Supplier's Written Quotation.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of Dartmoor National Park Authority

.....

Authorised Signatory

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF SUPPLIER]

.....

Director

## AGREED TERMS

### 1. Definitions and Interpretation

#### 1.1 Definitions:

**Agreed Terms:** these terms and conditions set out in Clause 1 (Definitions and Interpretation) to Clause 14 (General) (inclusive).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commercially Sensitive Information:** comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

**Confidential Information:** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this agreement;
- (c) Personal Data;
- (d) any Commercially Sensitive Information.

**Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, any Special Conditions, the Agreed Terms, the Schedule (if applicable), the Invitation to Submit Quotation and the Supplier's Written Quotation.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, films, reports and

specifications (including drafts) set out in the Invitation to Submit Quotation and the Supplier's Written Quotation.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Intellectual Property Rights:** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other similar rights.

**Information:** has the meaning given under section 84 of FOIA.

**Invitation to Submit Quotation:** the invitation to submit quotation for the supply of the Services by which the Supplier was selected to supply the Services to the Customer.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Representatives:** means, in relation to a party, its employees, officers, representatives and advisors.

**Services:** as set out in the Contract Details, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract.

**Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

**Supplier's Personnel:** all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Supplier's Written Quotation:** the Supplier's response to the Customer's Invitation to Submit Quotation for the award of the Contract to deliver the Services.

**Term:** the period from and including the Services Start Date until the Expiry Date unless this Contract is otherwise extended or terminated in accordance with its terms.

## 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the

sense of the words, description, definition, phrase or term preceding those terms.

- (c) A reference to writing or written includes email.
- (d) Words in the singular include the plural (and vice versa) and words importing a gender includes the other gender and the neuter.

## **2. COMMENCEMENT AND TERM**

The Contract shall commence on the Services Start Date and shall continue, unless terminated earlier in accordance with its terms for the Term.

## **3. SUPPLY OF SERVICES**

- 3.1 The Supplier shall supply the Services to the Customer for the Term in accordance with the Contract.
- 3.2 In performing the Services the Supplier shall meet any performance dates specified in the Contract.
- 3.3 In supplying the Services, the Supplier shall:
  - (a) perform the Services with all due care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
  - (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - (c) appoint or, at the written request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services;
  - (d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
  - (e) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
  - (f) use reasonable endeavours to ensure that the Services and Deliverables shall conform in all respects with the Services description set out in the Contract Details

and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

- (g) provide all equipment, tools, vehicles and other items required to provide the Services;
- (h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are free from defects in workmanship, installation and design;
- (i) comply with all applicable laws, statutes, regulations and codes from time to time in force.
- (j) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier. The Supplier shall at all times be responsible for ensuring safe systems of work, suitable and safe equipment and a safe working environment for all activities coming under the scope of the Contract;
- (k) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (l) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- (m) notify the Customer in writing immediately upon the occurrence of a change of Control of the Supplier.

#### **4. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services;
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- (c) pay the Charges in accordance with clause 7 of the Contract.



## **5. TITLE TO DELIVERABLES AND CUSTOMER MATERIALS**

- 5.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
- 5.2 All Customer Materials are the exclusive property of the Customer.

## **6. INTELLECTUAL PROPERTY**

- 6.1 In the absence of prior written agreement by the Customer to the contrary, all Intellectual Property Rights created by the Supplier or an employee, agent or subcontractor of the Supplier:
- (a) in the course of performing the Services; or
  - (b) exclusively for the purpose of performing the Services; or
  - (c) in the Deliverables
- shall vest in the Customer on creation.
- 6.2 To the extent any of the Intellectual Property Rights do not automatically vest in the Customer, the Supplier, its employees, agents and any subcontractors will hold the same on trust for the Customer and promptly execute any document necessary to assign any such Intellectual Property Rights, at no additional cost to the Customer.
- 6.3 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This Clause shall survive termination of the Contract.

6.4 The Supplier agrees and undertakes that the Customer's organisational name, logo or other identifying mark shall not be used without prior written approval from the Customer.

## **7. CHARGES AND PAYMENT**

7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this Clause 7 and the Contract Details.

7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the intervals specified in the Contract Details. Each invoice shall include all supporting information reasonably required by the Customer.

7.4 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.

7.5 If the Customer fails to make any undisputed properly invoiced payment due to the Supplier under the Contract by the due date for payment, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date of actual payment, whether before or after judgement.

7.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **8. INSURANCE**

During the term of the Contract on a claims occurring basis, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) there is a change of Control of the Supplier; or
  - (b) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (c) the Supplier commits a breach of Clause 3.3(i).
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
  - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
  - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.3 The Customer shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from such cancellation, if the Supplier or any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier):
- (a) has offered or given or agreed to give any person a gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the Contract, or any other Contract with the Authority; or

- (b) has shown favour or refrained from showing disfavour to any person in relation to the obtaining or execution of the Contract, or any other Contract with the Customer; or
- (c) has committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 & 1916; or
- (d) has given any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act 1972.

9.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

9.5 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## **10. EXIT ARRANGEMENTS**

On termination of the Contract for whatever reason:

- (a) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- (b) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

## 11. CONFIDENTIALITY

- 11.1 Subject to clause 12, each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
  - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
- 11.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
  - (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
  - (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
  - (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
  - (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
  - (f) which is disclosed by the Customer on a confidential basis to any central government or regulatory body.
- 11.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Party's obligations under the Contract, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
  - (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 11.3.

## **12. FREEDOM OF INFORMATION**

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Customer all Requests For Information relating to the Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;
  - (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Business Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Freedom of Information Code of Practice dated 4 July 2018, issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 12.3 Notwithstanding any other term of the Contract, the Supplier consents to the publication of the Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 12.4 The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Contract.

## **13. HUMAN RIGHTS ACT 1998.**

The Supplier shall comply in all respects with the provision of the Human Rights Act 1998 and will indemnify the Customer against all actions, costs, expenses, claims, proceedings and

demands which may be brought against the Customer for breach of statutory duty under the Act attributable to the Supplier.

#### **14. GENERAL**

- 14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 10 days' written notice to the affected party.
- 14.2 **Assignment and other dealings.** Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the other party's prior written consent.
- 14.3 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4 **Waiver.**
- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
  - (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

#### 14.6 Notices.

- a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
  - i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - ii) sent by email to the address specified in the Contract Details for the Customer's Representative or Supplier's Representative (as appropriate).
- b) Any notice or communication shall be deemed to have been received:
  - i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service and
  - iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.6 (b)(iii), business hours means 9.00am to 5.00pm on a Business Day in the place of receipt.
- c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### 14.7 Third party rights.

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

14.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

14.10 **Partnership or agency.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



- 14.11 **Publicity.** The Supplier shall not make any press announcements or publicise the contract or its contents in any way or use the Customer's name logo in any promotion or marketing or announcement of orders without the prior written consent of the Customer, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction.
- 14.12 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**Appendix 4: Certificates**

**QUOTATION FOR THE REPAIRS TO BRIDLEWAY NO.17 DARTMOOR FOREST,  
POSTBRIDGE**

**CERTIFICATE OF NON- COLLUSION**

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

To Dartmoor National Park Authority (“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) 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;
- c) 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; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

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 REPAIRS TO BRIDLEWAY NO.17 DARTMOOR FOREST,  
POSTBRIDGE**

**CERTIFICATE OF NON-CANVASSING**

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

To Dartmoor National Park Authority (“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 repairs to bridleway No.17 Dartmoor Forest, Postbridge

- 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 .....

**Appendix 5 : Contractual Undertaking**

**QUOTATION FOR THE REPAIRS TO BRIDLEWAY NO.17 DARTMOOR FOREST,  
POSTBRIDGE**

**CONTRACTUAL UNDERTAKING**

**To Dartmoor National Park Authority ("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 in **Appendix 3**.

\*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).

## Appendix 6 : Suitability Assessment Questionnaire

### Instructions to Bidders

- 1.1 In completing this Suitability Assessment Questionnaire, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating submissions, except as set out in paragraph 1.2 below, the Authority will only consider information provided in response to the SAQ.
- 1.2 Notwithstanding paragraph 1.1 above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's submission is false, misleading or inaccurate.
- 1.3 The Authority will assess Suitability Assessment Questionnaire responses to ascertain that its minimum pass/fail compliance requirements have been met.

### Questions for completion by Bidder: (Section 1).

Section 1 Bidder information		
Question number	Question	Response
1.1(a)	Full name of the bidding organisation	
1.1(b) (i)	Registered office address (if applicable)	
1.1(b) (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(h)	Registered VAT number	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact Details and Declaration	
Question Number	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2(d)	Phone number	
1.2(e)	E-mail address	
1.2(f)	Postal address	
1.2(g)	Signature (electronic is acceptable)	
1.2(h)	Date	

Section 2	Economic and Financial Standing	Response	
	Question	Pass	Fail
Question 2.1.	Are you able to provide a copy of your audited accounts for the last two years, if requested?	Yes	No

Section 3	Insurance	Response	
	Question	Pass	Fail
Question 3.1.	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 = £5,000,000	Yes	No
	Public Liability Insurance = £5,000,000	Yes	No

Section 4		Health and Safety		Response	
		Question		Pass	Fail
Question 4.1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes	No		
Question 4.2	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?	Yes	No		
If your answer to question 4.2 was "Yes", please provide details in this cell of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.					
Question 4.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes	No		
Question 4.4	Please self-certify that all machinery and equipment used on site is fit for purpose and well maintained?	Yes	No		

#### Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at due diligence stage.

Section 5		Technical Capabilities		Response	
		Question		Pass	Fail
Question 5.1	Has the bidder suffered from any of the following: <ul style="list-style-type: none"> <li>Failed to complete a contract on time, that has been awarded to them.</li> <li>Where a contract has been terminated</li> </ul>	Yes	No		
Question 5.2	The Contractor <b>MUST</b> read and confirm that their company can meet the requirements as detailed in the specification	Yes	No		
Question 5.3	The Contractor <b>MUST</b> follow the Authorities "Safe Code of Practice for Contractors" (Appendix 10 Additional Documents)	Yes	No		
Question 5.4	The Contractor <b>MUST</b> be able to complete this work by 28 <sup>th</sup> October 2019	Yes	No		
Question 5.5	The Contractor <b>MUST</b> have completed path improvements on this scale before.	Yes	No		
Question 5.6	The Contractor and any individuals working on the site must hold all relevant qualifications and accreditations necessary for the work being undertaken?	Yes	No		

## Appendix 7: Award Criteria

**Table 1: Evaluation Criteria and Weightings**

	<b>Criteria</b>	<b>Weighting for Quotation Evaluation</b>
A	QUALITY	60%
B	PRICE	40%
<b>TOTAL</b>		<b>100%</b>

**Table 2: Detailed Criteria and Weightings**

<b>Criteria</b>	<b>Criteria Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>
<b>QUALITY</b>	<b>60%</b>	Q.A1 Quality	15%
		Q.A2 Quality	15%
		Q.A3 Quality	15%
		Q.A4 Quality	15%
<b>PRICE</b>	<b>40%</b>	Price	40 %



## Appendix 8: Quality Questions

### QUESTIONS BIDDERS ARE REQUIRED TO ANSWER

The responses to the questions in this Appendix along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Appendix 7 (Award Criteria) and familiarise yourself with this before completing this Appendix.

#### Criteria A – Quality

**Q.A1** The works need to be completed within a tight timescale. How would your company ensure that this deadline is met i.e. resources, weather, and what machines would you intend to use on this project?

**Maximum Score 5 Weighting 15%**

#### Criteria A – Quality

**Q.A2** It is essential that granite based materials are used for this project, where would you source the materials required?

**Maximum Score 5 Weighting 15%**

#### Criteria A – Quality

**Q.A3** How would you minimise the impact on the local farming community who may need to use the bridleway on occasions for feeding stock etc.?

**Maximum Score 5 Weighting 15%**

**Criteria A – Quality**

**Q.A4** How would you mitigate against the environmental risks associated with this project, fuel/oil spillage etc.?

**Maximum Score 5**

**Weighting 15%**

## Appendix 9: Financial Submissions

### PRICING SCHEDULE:

Bidders are obliged to submit their pricing here including their total price and an itemised breakdown for the goods/services/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 Bid 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.

The Total Cost of the Project figure will be used for the evaluation and the itemised items are to for information and benchmarking the total cost.

Description	Price £ (Exclusive of VAT)
<b>Cost of supply and delivery of 800 tonnes of Sub Base materials</b>	£
<b>Cost of supply and delivery of 200 tonnes of Capping materials</b>	£
<b>Cost of supply of all machinery required</b>	£
<b>Construction of bridleway path (labour)</b>	£
<b>Itemise any additional costs</b>	£
<b>Total Cost of Project</b>	£

Once the Contract has being entered into, prices are to be held firm for the duration of this contract unless otherwise stated (“**Price Stability Period**”).

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).

## Appendix 10: Additional Documents

Please download the additional documents listed below and complete in accordance with the instructions at Sections 3 and 7 of the RFQ.

### [Additional Document A – Location Map](#)

### [Additional Document B – Safe Code of Practice for Contractors](#)

I / We the undersigned DO HEREBY confirm that I / we have reviewed the Additional Documents in this Appendix 10 and undertake that on the acceptance by the Authority of my / our Quotation either in whole or in part I / we will enter into these Additional Documents.

\*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).