

# SOUTHWATER PARISH COUNCIL

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## TENDERING PROCESS POLICY



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## 1. Introduction

- 1.1. This policy should be read in conjunction with Southwater Parish Council's Financial Regulations, which provide overarching guidelines on procurement and financial control.
- 1.2. Southwater Parish Council (hereafter "the Council") places all orders for goods and services under the Terms and Conditions of this document "Terms and Conditions of Purchase of Goods and Services".
- 1.3. All written communications with the Council shall be addressed to The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA.
- 1.4. Communication by e-mail is acceptable if addressed to [enquiry@southwaterpc.gov.uk](mailto:enquiry@southwaterpc.gov.uk). However, a transmission of any e-mail that demands electronic acknowledgement of such an e-mail will not be accepted as proof of delivery.

## 2. Obligations of Terms and Conditions

- 2.1. The contract shall comprise only the Council's specification where applicable, the official order and these Terms and Conditions of Contracts, in that order of precedence.
- 2.2. The official order addressed to a designated authorised officer (generally the Executive Officer to the Council) together with these Terms and Conditions, comprise the entire contract between the Council and the Supplier.
- 2.3. No terms and conditions put forward by the Supplier (including terms relating to hire, lease or loan) shall form part of the contract unless included in the official order.
- 2.4. Unless the Council expressly agrees in writing, every party shall be governed by these conditions, to the exclusion of all other conditions.
- 2.5. By taking action against an official order, the Supplier will be deemed to have accepted these Terms and Conditions in their entirety.
- 2.6. A delivery note stating the order number (if quoted on the official order) must accompany each delivery of goods.
- 2.7. The price identified in the official order is fixed unless otherwise stated. When referring to the supply of goods, the price includes delivery by the Supplier to the destination(s) stipulated in the official order.

- 2.8. Property and risk — any goods which pass acceptance by the Council, or, in the case of delivery in instalments, on acceptance of each instalment.
- 2.9. Goods and services which conform in every respect to the specifications and drawings, samples or descriptions provided shall be to the satisfaction of the Council. If requested by the Council, the Supplier shall supply, free of charge, certified copies of records of inspection and testing to confirm such compliance.
- 2.10. Without prejudice to any standard required elsewhere in the contract, all goods and services shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organisation, those current at the date of the proposal.
- 2.11. In addition to item (2)2.11, the Supplier warrants (in the case of goods) that the goods are of satisfactory quality and fit for purpose for which it is supplied, (in the case of services) that it will provide the service with reasonable skill, care and diligence.
- 2.12. All terms implied by statute in a contract relating to an order shall be binding on the supplier. It shall be the responsibility of the Supplier to deliver the goods to the Council and they shall be at his risk during transit.
- 2.13. If goods and services do not comply with the official order, or any condition of the contract are not complied with, or it is clear that the Supplier will not be able to perform his part of the contract, then, without prejudice to any other rights or remedies the Council may have, it may (at its discretion) reject the goods or services (or part of them) and/or cancel the official order (or part of it) by giving written notice to the Supplier to cancel the supply of goods or services, replace or rectify the goods or services to the Council's satisfaction, or carry out, at the Supplier's expense such work as may be necessary to make the goods or services comply with the contract.
- 2.14. The supplier shall, free of charge, immediately repair or replace (as the Council shall elect) goods which failed to arrive, are damaged or not fit for purpose following which the Supplier shall forthwith repay to the Council any money paid by it for rejected goods or services.
- 2.15. The Supplier shall comply with Council policies, i.e., Council terms, and particularly any that are brought to their specific attention, e.g., procedures as to goods, etc.
- 2.16. The Supplier shall not sub-contract the official order or any part of it without the prior written consent of the Council.
- 2.17. The Council would cancel this contract and recover from the Supplier any loss resulting from such cancellation if the Supplier or any person acting on his behalf shall have offered, given or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or reward in respect of the

contract, or shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or Section 1 17 of the Local Government Act 1972.

- 2.18. The Council may cancel this contract if the Supplier becomes bankrupt or insolvent.
- 2.19. The Supplier shall be liable for and it indemnifies the Council, its employees, agents or contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the supplies supplied or value of said goods or provision or value to provide services. The Supplier shall maintain insurance policies containing an indemnity to principles clause with a reputable insurer to cover such liability and it should provide evidence of this if so requested by the Council.
- 2.20. The Supplier shall not infringe an intellectual property right of any third party
- 2.21. The intellectual property rights not in specifications information instructions, plans, drawings, patterns, models, designs whatever material made valuable to the Supplier by the Council or obtain on the Supplier in connection with the contract shall remain vested solely in the Council and intellectual property rights in anything arising out of the supply shall be based in the Council.
- 2.22. The Supplier shall comply with all applicable legislation, including, but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, the Human Rights Act 1998 or any statutory modifications or renegotiations thereof.
- 2.23. The Council must protect the public funds it handles and therefore it may use the information the Supplier gives relating to this order (e.g. invoice) to prevent and detect fraud. It may also share this information for the same period with other organisations which handle public funds.
- 2.24. Subject to Clause 28, the parties, their employees and agents, shall keep same and not disclose any information provided in confidence, without the prior written consent of the other parties, except as may be necessary for the performance of the contract. The deed of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as its disclosure before receiving it from the disclosing party or (ii) received from a third party who lawfully claimed it and who is under no obligation restricting its disclosure; (iii) has or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.
- 2.25. The Supplier shall assist and co-operate with the Council to enable it to comply with the obligations under both the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 respectively.

- 2.26. If either the Council internal or external auditors investigates the contract, the Supplier shall provide such information, access and co-operation as this person may reasonably require.

### 3. Financial Condition

- 3.1 The Supplier shall deliver a detailed invoice as soon as possible after acceptance of the goods or services, unless otherwise specified in the official order.
- 3.2 Invoices will usually be paid within thirty days of receipt.
- 3.3 Payments are generally only made once a month.
- 3.4 If provided on the official order, the Supplier must quote the order number(s) on the invoice. Failure to do so may incur a delay in payment.
- 3.5 Under no circumstances will a deposit or other preliminary payment be made.
- 3.6 If written in writing, such payments may be made against specifically identified projects, or service, milestones.

## 4. Instructions and Information on the Tendering Procedure

- 4.1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA, e-mail: [enquiry@southwater-pc.gov.uk](mailto:enquiry@southwater-pc.gov.uk) Telephone: 01403 733202 if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.
- 4.2 The contract is to be paid for a period of one year.
- 4.3 Incomplete Tender – Tenders may be rejected if the information asked for in the invitation to tender and specification is not given at the time of tender.
- 4.4 Returning Tender — Tenders should be returned in an envelope clearly marked "Private and Confidential — Tender Documentation not to be opened until ..... A confirmation of receipt of tender will be sent. The tender must be delivered to The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA, and delivered by .....
- 4.5 Receipt of Tenders — Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened. It is the responsibility of the Tenderer to ensure that their tender is delivered not later than the appointed time.
- 4.6 Acceptance of Tender — By issuing this invitation the Council is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the Tenderer expressly stipulates otherwise in their tender.
- 4.7 Inducements — Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will mean the Council will disqualify your tender from being considered and may constitute a criminal offence.
- 4.8 Confidentiality of Tenders — Please note the following requirement. You may not :-
- Tell anyone else what your tender price is or will be before the time limit for delivery of tenders.
  - Try to obtain any information about anyone else's tender before the time for delivery of tenders.

- Make any arrangement with any organisation about whether or not they should tender, or about their tender price.

- 4.9 Failure to comply with these conditions may disqualify your tender.
- 4.10 Costs and Expenses — You will not be entitled to claim from the Council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.
- 4.11 Debriefing — Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.
- 4.12 Evaluation Criteria — The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economic advantageous tender.
- 4.13 Freedom of Information — The Parish Council is committed to openness and transparency and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, the Council may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any mail marked "confidential" or equivalent by the Council should not be taken to mean that the Council exclude any data of confidentiality by virtue of that marking. If a request is received, the Council may be required to disclose details of unsuccessful tenders.
- 4.14 Tender Period — Due to the intensive evaluation process, the Council requires tenders to remain valid for at least three months.
- 4.15 Basis of Contract — The specification and the Terms and Conditions, together with any special requirements will form the basis of the contract between the successful Tenderer and the Council.
- 4.16 Personnel Security Standard — The successful contractor will need to assure the Council that staff supplied under the contract, including its own staff and those of sub-contractors who need unsupervised access to the Council 's assets, including but not limited to premises, IT equipment and classified information may require Disclosure Barring Standards.
- 4.17 Tenderers should present their proposals in the following format :-
- Section 1 – Table of Contents
  - Section 2 – Management Summary
  - Section 3 – Meeting the Specification



- Section 4 – Cost and Charging Arrangements
- Section 5 – Declarations, Undertakings and Attachments.
- Section 6 – Risk Assessments, Method Statements, and Insurance.

4.18 Conclusions- Whilst every endeavour has been made to give Tenderers an accurate description of the Council's requirements, Tenderers should make their own assessment about the methods and resources needed to meet this requirement.

## 5. Draft Specification of Requirements

5.1 Set out exact requirements of what the supplier will have to do.

1. Introduction/background.

2. Purpose — what we want to achieve.

3. Management information :

The successful Tenderer will be asked to provide management information. The minimum information needed (might not be needed so delete).

4. Security of Data :

The Tenderer to submit a security plan that explains how they will ensure that Council or personal data will be protected.

5. Costs :

5.1 Please give a detailed breakdown of costs (excluding V.A.T.) i.e., day rates, number of days work, a breakdown of on-costs, such as travel, subsistence, etc.)

5.2 The successful Tenderer should provide details of discounts for prompt payment.

6. V.A.T.

6.1 Please state clearly when submitting prices whether or not V.A.T. will be charged.

6.2 Where the contract price agreed between the Council and the contractor is inclusive of any V.A.T. Further amounts will not be paid by the Council should a vatable supply claim be made at any later stage.

6.3 Where the overall contract price is exclusive of V.A.T., the Council shall pay any V.A.T., incurred at the prevailing rate (currently 20%). If the V.A.T., rate changes the Council will pay any V.A.T., incurred at the new rate. .

6.4 It is the responsibility of the Tenderer to check the V.A.T., position with H.M.R.C., before submitting a bid.

7. Warranty and indemnity

The contractor warrants to the Council that the obligations of the contractor under this contract will be performed by properly qualified and trained personnel with reasonable skill, care, diligence and to such high standard of quality as it is reasonable for the Council to expect in the circumstances. The Council will be relying upon the contractor's skill, expertise and experience for the provision of the service and also upon the accuracy of all representations or statements made and the advice given by the contractor in

connection with the performance of the service and the accuracy of any conceived, originated, made or developed by the contractor as part of the contract. The contractor warrants that any goods supplied by the contractor forming part of the service will be of a satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

**DECLARATION OF INFORMATION TO BE PROVIDED BY THE TENDERER**

**Declarations**

1. ....(name of Tenderer) declares that we accept the Council's Standard Terms and Conditions included at Document No. . . . as the basis of the contract; and
  
2. Declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurance or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any other third party; and
  
3. Declare that the tender will remain valid until (insert date) and that we are not entitled to claim from the Council any costs or expenses incurred in preparing the tender or subsequent negotiations, whether or not the tender is successful.

Signed on behalf of the Tenderer.....

## Undertaking

The Council requires all Tenderers to make full and frank disclosure to the Council in the form of a signed undertaking in respect of any or all of the following:

- (a) Any state of bankruptcy, insolvency, winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- (b) Any convictions for a criminal offence committed by the Tenderer (or if a company, by its officers or any representative of the company).
- (c) Any case of grave misconduct committed by the Tenderer (or if a company, by its officers or any representative of the company) in the course of their business.
- (d) Any failure by the Tenderer (or if a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions.
- (e) Any failure by the Tenderer (or if a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Signed on behalf of the Tenderer.....