

Terms and Conditions of Quotation Process

Participants should read these Terms and Conditions carefully before completing their Quotation. Failure to comply may result in the rejection of the Quotation. Participation in this Quotation Process signals your acceptance of the following Terms and Conditions of participation:

In these Terms and Conditions the preceding shall have the following meanings attributed to them unless stated otherwise:

“Council” means the Council of the Isle of Scilly.

“Deadline Date” means the date and time by which all Quotations in respect of the services, products or works to be provided must be received to be eligible for consideration as set out in the Request for Quotes.

“Participant” means the Company, Partnership, economic operator or Individual named in the Request for Quotes and providing the Quotation.

“Price Submission” means the costs associated with providing the services, products or works set out in the Request for Quotation.

“Project Brief” means the Councils brief and any specification setting out the services, products or works to be provided by the Participant as part of the Request for Quotes.

“Quotation” means the Participants fee for providing the services, products or works as set out in the Request for Quotes.

“Quotation Process” means the process of receiving and evaluating Quotations from all Participants

“Quality Criteria” means the minimum standards expecting of the Participant in providing the services, products or works as set out in the Request for Quotes.

“Request for Quotes” means the documents attached to these terms and conditions setting out the requirements, including any award criteria, specifications or contract, for providing the goods, services or works specified in the Project Brief.

1. All documentation issued in connection with this Request for Quotes remains the property of the Council and may be used only in connection with this Quotation Process.
2. The contents of the Quotation and any supporting documentation shall be treated as confidential, save in so far as they are already in the public domain. Should you not wish to proceed further with this opportunity all materials relating to it should be disposed of in a manner that maintains the confidentiality of the information provided. Participants shall not duplicate, reproduce, distribute or disclose any of information that forms part of this Request for Quotes except where it is required to develop a response or where the Participant is legally obliged to make a disclosure. Where information is issued by the Participant to any third party it is the Participant’s responsibility to ensure that the third party abides by this condition.
3. No publicity shall be undertaken by the participant during the quotation period with any section of the media (including social-media).
4. Other than the person identified as the CIOS Contact, the Participant, its sub-contractors or other associated third parties shall not make contact with any other person, either from the Council or acting on its behalf, who is in any way connected with the Quotation Process (including the evaluation process) unless authorised to do so by the CIOS Contact or, as may be required from time to time, another authorised officer from the Council. Unauthorised communications may be viewed as canvassing and may lead to disqualification of the Participant’s Quotation.
5. The Council shall not be committed to any course of action as a result of issuing this Request for Quotes or Project Brief.
6. The Council shall not be bound to accept any Quotations it receives and reserves the right not to conclude an agreement for some or all of the services, products or works identified in the Project Brief, Request for Quotes and its accompanying documents.
7. The Council reserves the right to amend, add or withdraw all or any part of this Request for Quotes at any time during the Quotation Process. Amendments will be noted by Issue Number (overleaf).

Terms and Conditions of Quotation Process (continued)

8. The Council may disclose detailed information relating to the Request for Quotes or allow access to such information to its officers, agents or advisors. The Council also reserves the right to disseminate any information that is materially relevant to the Quotation Process to all other Participants in the Quotation Process, even if the information has only been requested by one Participant (subject to the duty to protect each Participant's commercial confidentiality), to ensure that the principles of fairness, competition and transparency are upheld.

9. Any and all requests for clarification about the requirements or the Quotation Process shall be sent in writing via email to the CIOS Contact. All responses to these questions, where it does not contravene the commercial confidentiality of the Participant, will be communicated to all Participants in the Quotation Process along with the clarification request and the Council's response but not the identity of the Participant making the request.

10. Participants should be aware that the Council will declare any payments to the successful Participant of over £500 on its website. Furthermore, the Council will provide all required information in relation to the Local Government Transparency Code 2015 for contracts over £5,000 on its website.

11. In accordance with the obligations and duties placed on it by the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR), the Council of the Isles of Scilly may be required to disclose information submitted by a Participant. If the Participant considers any information it submits to be commercially sensitive the Participant should clearly identify such information within its response to the Quotation Opportunity; explaining the implications of the disclosure of the identified information. The Participant should also identify, by providing a date (DD/MM/YY), when the said information ceases to be commercially sensitive. Commercial sensitivity does not automatically exclude disclosures and an independent judgement will be made by the Council on whether the information is exempt from disclosure under the FOIA or EIR and whether the public interest favours disclosure or not.

12. The quotation returned to the Council should be based on the Participants own information, research and analysis and should not rely solely on the information provided by the Council. Any perceived ambiguities should be reported to the CIOS Contact identified and will constitute a clarification request. Any information required by Participants in this Quotation Opportunity must be obtained by the Participant at their own responsibility and expense. Under no circumstances will the Council be responsible for any costs or expenses incurred by the Participant in the preparation of their Quotation.

13. All Quotation quality responses should be set out against their corresponding Quality Criteria (QC) numbers and Price Submissions should be set out as per the table in the Request for Quotation form (making use of the same categorisation of costs). The identified due diligence information will be requested from the successful participant on completion of the evaluation process and must be returned promptly and must not be unreasonably withheld. Failure to return any of the information requested in the response section of the document may result in the quotation being rejected for reasons of non-compliance.

14. At its sole and absolute discretion, the Council may extend the Deadline Date for receipt of Quotations.

15. Quotations received prior to the Deadline Date and time will be held securely by the Council until the Deadline Date and time have lapsed. Following the Deadline, Quotations that have been received on time will be opened and evaluated. Quotations that are received after the Deadline may not be considered unless irrefutable proof is provide that the Quotation was capable of being received by the Council on time and that factors beyond the control of the Participant were responsible for the delayed receipt of the Quotation. The criteria for deciding what constitutes irrefutable proof and whether the document should have been delivered on time are at the sole discretion of the Council.

16. As per regulation 57 of the Public Contracts Regulation 2015, if the economic operator (Participant), any of its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the identified offenses they are ineligible for this quotation opportunity and should not proceed further. Regulation 57 can be view at <http://www.legislation.gov.uk/ukxi/2015/102/contents/made> . Reference to the Public Contracts Regulation here does mean that this procurement is governed by that regulation and is merely for convenience and reference purposes only.

16. The award process is set out in the Request for Quotations form and is based on the lowest priced approach and this will not be amended by the Council during the procurement process. In this process the Council will assess the total price submitted and not the individual component costs that make up the total unless this is specifically identified (by the inclusion of sub-criteria) in the Request for Quotation. Where no sub-criteria are used but the pricing documents include a breakdown of total costs, this breakdown of costs will only be used by the Council in its financial or project planning and will not be considered from a contract award perspective.

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17. Quotations may be withdrawn by the Participant any time prior to the accepting of a contract. Quotations may be modified by Participants prior to the Deadline Date only. Modifications must be made in writing, via email, to the CIOS Contact named and should state the modification to be made, its location within the Quotation and how the modification should be interoperated/implemented. Following, the Deadline Date no modifications of the Quotation shall be entertained and the Quotation received will be considered to be the definitive offer from the Participant.

18. The Council reserves the right to visit, meet or communicate with any of the referees identified by you in your Quotation (if applicable) either prior to or following the conclusion of the Quotation Process. References are not part of the evaluation process but where Participants have provided false or misleading information relating to their references these may be considered grounds for the rejection of the Quotation.

19. The Council will only provide feedback to Participants that are unsuccessful upon written request.

20. This Quotation Process is not required to provide a mandatory standstill process though the Council may choose to provide a standstill period where it is felt by the Council that this would be beneficial. The use of a standstill will be notified in the Request for Quotation Form.

21. The Council expects the successful Participant to be willing to meet with it within two weeks its decision to offer the contract (or two weeks from the expiry of any standstill) and expects the formal contract to be signed and returned to it within one month of issuing the contract.

22. Where the Contractor submits an invoice to the Authority, the Authority will consider and verify that invoice in a timely fashion. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed. Where there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed. Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract provisions having the same effect as those relating to the payments by the authority and shall also include a duty on the sub-contractor to provide the same to any Sub-Contract which it awards. "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

23. Any agreement concluded as a result of this quotation opportunity shall be governed by English law.

I/we, having considered all the documentation in connection with this Quotation Opportunity, wish to provide a quotation and are prepared to be bound by the above Terms & Conditions.

Company Name:

Director's Name:

Signature: