|  |  |
| --- | --- |
| Contract Title: | HAY MAKING  |
| Contract Reference: | **PQ0514** |
| Date/Time for Quotation Return: | **31st May 2024, 12.00 NOON**  |
| Address for Quotation Return: | **Paul.Spinks@birmingham.gov.uk** |

**Part 1 - REQUIREMENTS**

* 1. **Instructions for Submitting Quotations**

You are invited to submit a quotation for the provision of **HAYMAKING** services as detailed in Section 1.3 in accordance with Birmingham City Council's Standard Quotation Terms and Conditions – Aug 2023.

Quotation suppliers are advised to ensure that they are fully familiar with the nature and extent of the contract. It is the responsibility of the quotation supplier to obtain for themselves, at their own expense, all information necessary for the preparation of their quotation.

Quotations must be submitted for the entire requirement as detailed in 1.3 below, otherwise they may be rejected. No quotation shall be considered unless it is submitted in accordance with the requirements described in these instructions and no quotation received after the closing date shall be accepted or considered.

Quotation suppliers’ responses and information MUST be submitted as part of the quotation response. Failure to provide such information may result in the submission being rejected.

The Council may at its own absolute discretion extend the closing date and time specified for the receipt of quotations or invite variations to the terms of the contract.

Suppliers are asked to demonstrate that the **HAYMAKING** service offered comply fully with Section 1.3 of this document. This will be evaluated on a Pass / Fail basis. Only suppliers which pass this quality will have their price evaluated for consideration. The Council will then evaluate this Quotation based on the lowest price.

Note that all pricing will be fixed for the duration of the agreement. No costs, other than those included in Section 5 will be allowed. Volumes provided are indicative.

All prices shall in all cases be exclusive of VAT, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.

Birmingham City Council does not bind itself to accept the lowest or any quotation.

Suppliers should be aware that, should they be awarded a Contract, the content of the Contract may be published by the Council to the general public in line with transparency requirements.

Before publishing any information, the Council will consult with the supplier on any potential exemptions that may be applicable. The Supplier should note that the final decision on what information is published will rest will the Council.

* 1. **Indicative Timetable:**

|  |  |
| --- | --- |
| **Stages following quotation submission** | **Date 31st May 2024, 12.00 NOON** |
| Evaluation period | 3rd June 2025 – 7th June 2024  |
| Anticipated award date | 30th June 2024  |
| Anticipated [delivery date for goods] [start date for services] | 1st July 2024  |
| Contract Completion Date (In accordance with 1.4 of the Contract Conditions) | 31st October 2024 .  |

* 1. **Specification**

The Council requires a supplier for the provision of cut, turn, bail and supply resultant hay at Woodgate Valley country Park. There are 3 areas within the Park; Lye Avenue/ Pinewood Drive, Scotland Lane then the remainder of the Country Park which includes Clap gate Lane. The three areas will need to be cut , turned, and bailed, the areas cannot be cut until after **14th July** in any given year. All maps will be provided before the tendering process commences.

The successful supplier will have to provide all Plant and Equipment, Labour, and Fuel suitable for carrying out the works specified. The supplier will be responsible for delivering and storing all bails to Woodgate Trekking centre as directed. Adequate access to all areas will be provided to the successful supplier on request, contact numbers will be provided before work commences.

The successful supplier will have to follow the Health and safety at work Act 1974 and all relevant legislation. We will require and need to agree the following documentation prior to works commencing; Risk Assessments and Safe Working Practices.

The successful applicant will be required to follow the Wildlife and Countryside Act1981 when carrying out the works.

**Real Living Wage (RLW)** – Please note that clause 4.6 of the Conditions of Contract - payment of the RLW will apply throughout the contract period. This will require employees of the supplier engaged on this contract to be paid the RLW.

**Birmingham Business Charter for Social Responsibility**

Clause 4.7 of the conditions of contract applies to this contract only in so much as to apply the RLW as above.

* 1. **Insurances Required**

|  |  |
| --- | --- |
| **Public Liability Insurance** | Minimum Cover £1 Million  |
| **Employers’ Liability Insurance** | Minimum Cover : £5 Million  |

**1.5 Electronic Tendering**

1.5.1 Quotations may be submitted by email to the following authorised recipient email address:

**Paul.Spinks@birmingham.gov.uk**

submission by any other means will not be considered. Access to the Quotations will only be made available to those employees of the Council who are responsible for the procurement process.

**Communications and Clarifications**

1.5.3 All formal communications (including, but not limited to, clarifications and the submission of Quotations to the Council) are to be made by email to the above-named authorised recipient.

1.5.4 If a potential supplier is in doubt as to the interpretation of any part of this document; or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact the Council.

1.5.5 This clarification phase is as detailed in the indicative ITT timetable.If the Council considers any question or request for clarification to be of material significance, both the clarification questions and the response will be circulated in a suitably anonymous form to all potential suppliers who have expressed an interest in this procurement opportunity.

1.5.6 The Council is under no obligation to consider any clarifications or proposals for amendment of the Contract received following the expiry of the clarification deadline. Any caveats, clarifications or proposed amendments that are received from a supplier as part of its Quotation response shall entitle the Council to reject that Quotation response and to disqualify that potential supplier from this Procurement Process.

1.5.7 Note that under no circumstances should other Council Officers be contacted directly. No verbal queries or clarifications are permissible.

**Submission Instructions**

1.5.8 The table included in ***Appendix 1 - Checklist*** has been prepared in order to further support suppliers in submitting whole and compliant submissions. Please use this checklist to ensure that all relevant Appendices and information have been completed. It should be noted that ***Appendix 1 - Checklist*** must be returned with your submission.

1.5.9 You are asked to note that whilst the authorised recipient does have visibility of the names of the suppliers, that have responded via email, the details and documents that have been submitted in relation to the ITT are not opened until the closing date/time for submission of quotations has passed.

1.5.10 Prior to the commencement of evaluations, the Council will complete an initial due diligence check to ensure that all submissions have been returned in accordance with ***Appendix 1 - Checklist***. Missing information will result in a non-compliant submission and therefore will take no further part in the process.

1.5.11 Only one Quotation submission is permitted from each potential supplier. In the event that more than one is submitted by a potential supplier, the one with the latest time of submission will be evaluated and the other(s) disregarded.

1.5.12 The Quotation submission must be fully completed and signed by the potential supplier**.** All Quotations **must** be submitted by potential suppliers by the date and time detailed on page 1 above.

1.5.13 Any submissions received after the deadline (based on the system clock) will not be considered. The only exceptions are responses to clarifications that may be sought from the potential supplier by the evaluation panel to bids submitted prior to the submission deadline.

1.5.14 Potential suppliers should note that there is a maximum file upload size of 20mb per document and where you have a large number of documents or documents which are close to the 20mb file size limit, you **MUST** ensure you allow plenty of time for uploading of your submission prior to the deadline for ITT submissions.

1.5.15 The Council accepts no liability for any losses suffered by the supplier as a result of computer viruses. It is the potential supplier’s responsibility to ensure that files submitted to the Council are free from viruses. The Council may reject a submission which is submitted in a file or files which are, or the Council reasonably suspects are infected with a virus and may also delete such file or files.

1.5.16 It is the potential supplier’s responsibility to ensure that files delivered to the Council are complete and fully accessible by the Council and are not corrupted. The Council accepts no liability for corrupted files or data and may reject a Quotation submission which consists of or contains corrupted or inaccessible files.

1.5.17 If and to the extent that the delivery of a Quotation submission to the Council is prevented or delayed as a result of problems with the Council’s server, the Assistant Director, Procurement and or their nominated representative will ensure the integrity of the procurement process and in his or her sole discretion may allow applications to be re-submitted.

1.5.18 Documents submitted must be compatible with all Microsoft Office 2010 or Adobe Acrobat pdf packages. Note that drawings / graphs etc. submitted that cannot be read as determined by the Evaluation Team will be discounted. Note that the Council reserves the right to retain all and any of the information supplied to it by the potential supplier.

1.5.19 Quotation documents should be named in the following format: **PQ0514, HAYMAKING, QUOTATION RESPONSE, Supplier Name**

 Furthermore, the following formatting styles must also be followed:

* it should be presented on size A4 paper;
* 11pt Arial, or equivalent must be used;
* All pages must be clearly numbered, including the total number (i.e. Page 1 of 10);

1.6 **Confidentiality**

1.6.1 All information supplied by the Council in connection with this Quotation shall be regarded as confidential by the potential supplier (except that such information may as is necessary be disclosed for the purpose of obtaining guarantees and quotations necessary for the preparation of the submission).

1.7 **Data Protection**

17.1 Tenderers should note that following the award of the contract, the Council will determine any additional data protection provision that may be required, as well as considering the proposed processing of personal data and drafting the relevant agreements such as data sharing / data processing. The successful tenderer will be advised of the requirements as part of the contract mobilisation.

**Part 2 – QUOTATION RESPONSE (please complete in FULL & return by the deadline above)**

* 1. **Company Information (for information)**

|  |  |
| --- | --- |
| Name of Organisation  |  |
| Trading Name  |  |
| Address of Registered Office | *Address 1* |
| *Address 2* |
| *Address 3* |
| *City/Town* |
| *Country* |
| Postcode |  |
| Company Registration No. *(if applicable)* |  |
| Date of Registration |  |
| Certificate of Incorporation, and all certificates of change of name issues by the Company Registrar(Or include reasons if not applicable) | □ Yes□ No |
| 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 in 1.4 above | □ Yes□ No |
| Is the applicant a consortium joint venture or other arrangement? If so, please provide details of the constitution | □ Yes□ No |
| Contact Name for enquiries about this application |  |
| Telephone Number |  |
| Email |  |

The Quotation Supplier must inform the Council if they are receiving funding to undertake similar or related activities to that required here. Please provide details in the table below:

|  |  |
| --- | --- |
| Funder  |  |
| Funding Activities |  |
| Date |  |
| Period of Funding  |  |

* 1. **Offer Details**

**2.2.1 BBC4SR Action Plan & The Real Living Wage (Pass / Fail)**

As part of the Birmingham Business Charter for Social Responsibility there is a requirement to pay employees servicing the Council’s contract the Real Living Wage, as defined by the Living Wage Foundation; [www.livingwage.org.uk](http://www.livingwage.org.uk)and the process and delivery management of this mandatory initiative must be included within your submitted Action Plan.

Details of the charter are shown in: <https://www.birmingham.gov.uk/info/50209/birmingham_business_charter_for_social_responsibility/1828/what_is_the_charter>

Are you willing to pay the living wage in accordance with the Council’s Living Wage Policy to all employees (other than an intern or apprentice) who will provide the service, involving 2 or more hours of work on any given day in a week, for 8 or more consecutive weeks in a year on:

* + Council premises; and/or
	+ Property owned or occupied by the Council; and/or
	+ Land which the Council is responsible for maintaining or on which it is required to work

□ Yes □ No

**2.2.2 Offer Details (Pass / Fail)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Compliance with the Council’s requirements** - Please indicate by selecting either option **YES** or **NO,** that in the event you are awarded a contract if all goods and services supplied will or will not, unreservedly deliver in full, all the Council’s requirements/specification as set out in 1.3 above.  |

|  |  |  |
| --- | --- | --- |
|  |  | **Yes -** all goods/services supplied will |
|  |  | unreservedly meet all the Council’s requirements set out in 1.3 above (Specification) |
|  |  | **No - we** will not, or cannot supply |
|  |  | Goods/services that meet all the Council’s requirements set out in 1.3 above (Specification) |

 |

Demonstrate how you will meet the Council’s requirements set out in 1.3 above. Your response should be limited to and focused on key component parts of the requirement. You should refrain from making generalised statements and providing information not relevant to the topic.

*By way of examples:*

* *where the requirement is a service your response should include a description of the approach and processes you will have in place that enables the effective delivery of that Service and the quality measures you will adopt.*
* *where the requirement is goods your response should include the approach and processes you will have in place to manage the order & post-order services.*

The Council shall rely on the information provided by the supplier prior to accepting the quotation. A material misrepresentation contained therein shall constitute a material breach of contract.

|  |
| --- |
| *[Supplier to insert proposals.]* |

* 1. **Pricing Details** *(Insert rows as necessary)*

Please insert your proposed prices in the table below inclusive of all costs and discounts, but excluding VAT.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **A** | **B** | **C** | **D** |
| **Item No.** | **Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total****A x C** |
| 1 | Cut and Collect and Bail Pinewoods  | 30 | Acres  |  |  |
| 2 | Cut and Collect Bartley Meadows  | 12 | Acres |  |  |
| 3 | Cut and Collect Woodgate valley Country Pk  | 28 | Acres  |  |  |
| 4 |  |  |  |  |  |
| Quotation Total (sum of column D): |  |

* 1. **Quotation Supplier’s Offer Confirmation**
		1. [*Name of Organisation*] confirm that we understand and accept that this offer is made in accordance with the Council’s Standard terms and conditions.
		2. [*Name of Organisation*] confirm that this quotation is on the basis as set out in this document and that it is not subject to any negotiation.
		3. If for any reason following the submission of our Quotation we seek to propose any changes to the Specification, Terms and Conditions or to put forward any proposal which conflicts and we do not withdraw that change following a written request to do so by the Council then we agree that the Council may determine not to evaluate our submission any further.
		4. I/We confirm that the insurances required in 1.4 will be provided under the Contract and I/We agree that if our offer is accepted that I/We agree to arrange, with the insurers the provision of a Statement to Birmingham City Council: -

* that valid Insurance is held in accordance with the requirements of Conditions of Contract;
* that all premiums due to the Insurer have been paid including instalment payments;
* that the Insurer agrees to give notice forthwith to Birmingham City Council of withdrawal or intention to withdraw insurance cover in connection with the project.
	+ 1. This document is to be signed by such persons:-
* where the quotation supplier is an individual, by that individual;
* where the quotation supplier is a partnership, by one duly authorised partner;
* where the quotation supplier is a company by one director or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

|  |  |
| --- | --- |
| Date |  |
| Signature(s) of Quotation Supplier |  |
| Address *(if different from Section 2.1)* |  |
| Telephone No. *(if different from Section 2.1)* |  |
| Email *(if different from Section 2.1)* |  |

***Thank you for taking the time to respond to this Quotation.***

**DATA PROTECTION CHECKLIST**

**All providers to complete the embedded Data Security Checklist.**

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**Appendix 1**

**CHECKLIST**

Note that this **Appendix** must be returned with your submission.

The table below has been prepared in order to further support potential suppliers in submitting whole and compliant submissions. Please use this checklist to ensure that all relevant information **within each section** has been completed.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Title of Section** | **Returned Yes** | **Returned****No** |
|  | Quotation Document  |  |  |
|  | Any other supporting documentation  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |