**The Varne Services Engineer Consultant Services**



**Invitation to Quote**

**Instructions Document**

**September 2018**

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## **ADDITIONAL DOCUMENTS**

# APPENDIX A - SPECIFICATION

# APPENDIX B – PRICE SCHEDULE

**APPENDIX c – CIC CONSULTANCY SERVICE AGREEMENT**

**APPENDIX d – Feasibilty Cost plan**

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# sECTION 1 - BACKGROUND & INSTRUCTIONS

## **1.1 INTRODUCTION**

* + 1. Folkestone & Hythe District Council (“the Council”) wishes to select and appoint a suitable supplier for the provision of **Services Engineer Consultant Services** and invites prospective suppliers to submit a quotation to meet the Council’s requirements.
    2. The specific requirements for the above are detailed in the Specification at **APPENDIX A.** It should be noted that by submitting a quotation, you confirm that you understand and can meet these requirements.

1.1.3 The Contract is anticipated to commence upon **October 2018** and will continue for a period of **12 months** (with any extensions) unless terminated in accordance with the Conditions of the Contract.

## **1.2 itq timetable**

1.2.1 The key dates for this procurement are outlined in the timetable below.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Wednesday 5th September | ITQ Issue |
| Friday 14th September | Clarifications Closing Date |
| Tuesday 18th September (6pm) | Quotation Return Date |
| Thursday 27th September | Evaluation Complete |
| Monday 1st October | Successful/unsuccessful Notifications |
| Monday 8th October | Contract start date |

1.2.2 Whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

## **1.3 INSTRUCTIONS**

1.3.1 **General –** Prospective suppliers should read these instructions carefully before completing the **INVITATION TO QUOTE RESPONSE DOCUMENT**. It is a prospective suppliers responsibility to ensure that the document is fully completed, with the requisite supporting information. Failure to comply with these requirements may result in the rejection of their quotation.

1.3.2 **Return of Quotations –** Prospective suppliers are required to complete and return the **INVITATION TO QUOTE RESPONSE DOCUMENT** via the Kent Business Portal *(*[*https://www.kentbusinessportal.org.uk*](https://www.kentbusinessportal.org.uk)*)* by the closing date as referenced in 1.2.1. No quotation received after the time and date specified shall be considered unless agreed by the Councils authorised officers in exceptional circumstances.

1.3.3 **Quotation Validity -** Quotations shall remain open for acceptance for 180 days from the Quotation Return Date.

1.3.4 **Amendments to the ITQ -** At any time prior to the deadline for receipt, the Council may amend the ITQ document(s). Any such amendment will be notified to all prospective suppliers and where considered necessary, the Council may extend (at its discretion) the Quotation Return Date.

1.3.5 **Modification & Withdrawal –** Prospective suppliers may modify or withdraw their quotation via the Kent Business Portal at any time prior to the deadline for receipt.

1.3.6 **Councils Right to Reject or Not to Award -** The Council reserves the right to reject any quotation or to abort the ITQ process at any time and/or not to award the contract to any prospective supplier without incurring any liability to the affected suppliers.

1.3.7 **Suppliers Queries –** All enquiries in relation to this ITQ should be conducted through the ‘Discussions’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

1.3.8 **Confidentiality -**All information supplied in connection with this ITQ shall be regarded as confidential and by submitting a quotation, a prospective supplier agrees to be bound by the obligation to preserve the confidentiality of all such information.

1.3.9 **Freedom of Information –** The Council is subject to the provisions of the Freedom of Information Act 2000 and may therefore be required to provide information when requested under the said Act. Prospective suppliers should be aware of this obligation and must specify in their quotation response if there is any information they require to remain confidential or they deem to be commercially sensitive. This will be honoured if authorised by the Act.

1.3.10 **Publicity –** No publicity regarding the provision of the goods/services or works or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication.

1.3.11 **Transparency –** The Council must comply with transparency obligations imposed upon it as regards publication of information relevant to this procurement process and any contract(s) resulting therefrom. Furthermore, the Council routinely publishes details of its contracts, including the contract values and the identities of its service providers and suppliers, on its website.

1.3.12 **Parent Company Guarantee –** The Council reserves the right to require the successful tenderer to provide a Parent Company Guarantee (where applicable) in the form set out in the response document.

1.3.13 **Collateral Warranty** – The Council reserves the right to require a collateral warranty from any sub-contractor(s) the successful tenderer proposes to use.

1.3.14 **General Data Protection Regulations (GDPR)** - The Council processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy. This includes information provided by third parties as part of a procurement exercise. Please view the Council's Privacy Notices for more information on <https://www.folkestone-hythe.gov.uk/privacy>

# sECTION 2 - Evaluation

## **2.1 Evaluation Criteria**

2.1.1 Offers will be evaluated on the prospective supplier submitting the most economically advantageous quotation (MEAQ) based upon a composition of quality and cost.

2.1.2 The overall assessment ratio is 70% quality and 30% cost.

2.1.3 The weighted quality and cost scores will be added together to identify the most economically advantageous quotation.

2.1.5 Where more than one-person marks the quotations, a consensus scoring mechanism will be used (i.e. the Panel will agree a score for each marked element).

## **2.2 QUALITY Evaluation**

2.2.1 All questions within the **SUITABILITY QUESTIONNAIRE** (Section 1) must be completed. Responses to the Questionnaire will be evaluated on a pass/fail basis. Any prospective supplier who fails any section of the Questionnaire will be disqualified from the process.

2.2.2 Quality will be assessed on the prospective suppliers response to the questions set out in the **INVITATION TO QUOTE RESPONSE DOCUMENT.**

2.2.3 Where applicable, any prospective supplier who fails any headline questions (pass/fail) will be disqualified from the process.

2.2.4 The quality/technical questions will detail/support how a prospective supplier intends to meet the Council’s requirements set out in the Specification at **APPENDIX A.**  under the following sub criteria:-

* Q1:Delivery 30%
* Q2:Resources 30%
* Q3:Experience 10%
* **Total Quality Ratio 70%**

2.2.5 The quality evaluation will be based on the following scoring methodology:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Description** | **Score** |
| **Deficient** | Response to the question(s) (or an implicit requirement) significantly deficient or no response received. | 0 |
| **Inadequate** | Inadequate detail provided and some of the questions not answered and/or some of the answers to questions are not directly relevant to the question(s). | 1 |
| **Limited** | Limited information provided, and/or a response that is inadequate or only partially addresses the question(s). | 2 |
| **Acceptable** | An acceptable response submitted in terms of the level of detail, accuracy and relevance. | 3 |
| **Comprehensive** | A comprehensive response submitted in terms of detail and relevance to the question. | 4 |
| **Superior** | As Comprehensive, but to a significantly better degree and a response which goes above and beyond to answer the question. | 5 |

2.2.6 The quality/technical questions will be scored out of a maximum of 5 points each (as above), and used to calculate a weighted score for the respective quality criteria/sub criteria as per the example below.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Score (out of 5)** | **Weighted Score** |
| Criteria A | 30% | 4 | 24% |

If ‘Criteria A’ was weighted 30% and the suppliers response received a score of 4 out of 5 then the following formula would be applied:

= (Weighting / maximum score) \* score awarded = Criteria awarded %

= (30/5)\*4 = 24%

## **2.3 price EVALUATION**

2.3.1 Price evaluation will be based on the lowest bid received (excluding any Tenders that the Council rejects as being abnormally low or non-compliant). The lowest bid will receive the full weighted score of 30%. Higher bids will be weighed against the lowest bid using the following formula.

**(Lowest Bid ÷ Suppliers Bid) × Price Weighting**

2.3.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 30%.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|  | **Bid** | **Weighted Score** |
| **Supplier 1** | £30,000 | 30%  (maximum price score available) |
| **Supplier 2** | £45,000 | 20% |
| **Supplier 3** | £60,000 | 15% |

2.3.3 Where a quote appears to be abnormally low, the Council may require an explanation of the priding in the quote from the supplier. If the Council is not satisfied with the supplier’s explanation, the Council may determine the quote to be non-compliant and reject it from the competition.

## **2.4 notification**

2.4.1 Once the successful supplier has been identified, they will be notified to this effect. All other suppliers will be notified that they were unsuccessful.

# SeCTION 3 – QUOTATION RESPONSES

3.1.1 Prospective suppliers must compile their response using the **INVITATION TO QUOTE RESPONSE DOCUMENT** provided.

3.1.2 It should be noted that by submitting a response, you confirm that you understand and can meet the requirements of the Specification.

**sECTION 4 – PRICE**

4.1.1 Please complete the Price Schedule included in the **INVITATION TO QUOTE RESPONSE DOCUMENT.** Prices/rates quoted are to be in £ Sterling strictly net and inclusive of **all costs** associated with the provision of the Goods/Services/Works to be provided as part of your submission to meet the Council’s requirements set out at **APPENDIX A.**

4.1.2 Price(s) submitted must be **exclusive** of Value Added Tax. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.

4.1.3 Estimated requirements where stated within this ITQ are intended for guidance only and cannot be (and are not) guaranteed. Prospective suppliers are requested to submit their best commercial offer based on the information provided.

4.1.4 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract subject.

**sECTION 5 – TERMS & CONDITIONS**

5.1.1 The Council’s Terms and Conditions of Contract applicable to this ITQ are attached (as a separate document) and will apply to any subsequent Contract that may arise. Any alternative terms and conditions submitted with a quotation will not be considered by the Council.

Should a supplier have any queries regarding the Terms and Conditions of Contract, these MUST be stated during the clarifications period before submitting its quotation.

5.1.2 The Council may agree upon any non-material changes to the Terms and Conditions of Contract which the supplier considers to be in the interests of the Council and the project, however any such agreement shall be at the sole and exclusive discretion of the Council.

5.1.3 As per 1.3.12 above, the Council may require the successful tenderer to provide a Parent Company Guarantee (PCG) using the templates in **APPENDIX F,** orin the event that a PCG cannot be provided, the council may require alternative security for performance

5.1.4 As per 1.3.13 above, the Council may require any sub-contractor(s) of the successful tenderer to provide a Collateral Warranty to the Council using the template in **APPENDIX** **G**.

5.1.5 The Terms and Conditions of Contract applicable to the contract that may arise under this ITQ are those within the CIC Consultants' Contract Conditions 2011 plus the Council’s Schedule of Amendments as provided in Appendix C