**Leas & Coastal Park Heritage Lottery Fund Restoration**



**Invitation to Quote**

**Instructions Document**

**July 2018**

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## **ADDITIONAL DOCUMENTS**

# APPENDIX A – SPECIFICATION

# APPENDIX B – PRICE SCHEDULE

**APPENDIX C – TERMS AND CONDITIONS OF CONTRACT**

# 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 consultancy services in relation to the restoration of walkways and features of the Lower Leas Coastal Park 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.** By submitting a quotation, you confirm that you understand and can meet these requirements.
		3. The project is divided into 2 phases.

Phase 1 will be RIBA Plan of Work Stages 1-3.

Dependent upon the Council's successful round two grant application for Heritage Lottery Fund funding, the second phase will be RIBA Plan of Work Stages 4-7.

Full details are explained in **Appendix A.**

* + 1. The Contract for the first phase of the services (RIBA 1-3) is anticipated to commence upon 20th August 2018 and will continue for a period of 1 month (with any extensions) unless terminated in accordance with the Conditions of the Contract.
		2. A second contract for the second phase of the services (RIBA 4-7) may be entered into at the exclusive discretion of the Council and dependent upon the success of the application for HLF funding and the decision of the Council to progress the project. This is anticipated to commence in Summer 2019 and continue for a period of 12 months (with any extensions to be agreed by the Council).

## **1.2 itq timetable**

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

1.2.2 Whilst the Council does not intend to depart from the timetable, these dates are indicative and may be subject to change.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Monday 16th July 2018 | ITQ Issue |
| (see Section 4) | Site Visits |
| Monday 30th July 2018 | Technical Clarifications Closing Date  |
| Monday 6th August 201812:00 Noon | Quotation Return Date  |
| Friday 10th August 2018 | Evaluation Complete  |
| Monday 13th August 2018 | Successful/unsuccessful Notifications |
| 20th August 2018 | Contract start date |

# SeCTION 2 – QUOTATION RESPONSES

## **2.1 RESPONSE DOCUMENTS**

2.1.1 Read these instructions carefully before completing the **Invitation to Quote Response document**. It is your 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 your quotation.

2.1.2 By submitting a response, you confirm that you understand and can meet the requirements of the Specification.

2.1.3 Complete the following documents and submit them via the Kent Business Portal *(*[*https://www.kentbusinessportal.org.uk*](https://www.kentbusinessportal.org.uk)*)* by attaching them to your online response:

* **Invitation to Quote Response document**
* **Invitation to Quote sub-contractor information** (if applicable)
* **Appendix B – Price Schedule**

2.1.4 Instructions for arranging site visits are contained in Section 4.

2.1.5 *Not used.*

2.1.6 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006 does not apply to this project.

2.1.7 You may submit appendices with your quotation to support answers to the quality/technical questions in the **Invitation to Quote Response document** provided the appendices are relevant and do not exceed any word count limits.

2.1.8 You are not required to submit copies of audited accounts, insurance certificates or company policies with your quotation. These may be requested prior to entering into contract, if you are successful.

2.1.9 Quotations must be returned by the Quotation Return Date. Late quotations will not ordinarily be considered. However, the Council reserves the right to, at its discretion only, accept late quotations under exceptional circumstances.

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

2.1.11 **Modification & Withdrawal –** Quotations may be modified or withdrawn via the Kent Business Portal at any time before the deadline for receipt.

2.1.12 **Suppliers Queries –** All enquiries and questions regarding this ITQ or the Specification should be conducted through the ‘Messages’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

## **2.2 PRICE**

2.2.1 Please complete **Appendix B – Price Schedule**.

2.2.2 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 to meet the Council’s requirements set out at **Appendix A.**

2.2.2 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.

2.2.3 Where estimated requirements are stated within this ITQ, these are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

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

2.2.5 The Council reserves the right to adjust any arithmetical errors it finds in any quotation and shall inform the prospective supplier of the adjustments, but has no duty to suppliers to find such errors.

# SECTION 3 – GENERAL INSTRUCTIONS

3.1.1 **Amendments to the ITQ -** At any time prior to the Quotation Return Date, the Council may amend the ITQ document(s). Any amendments will be notified to all prospective suppliers and the Council may choose to extend the Quotation Return Date where considered necessary.

3.1.2 **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.

3.1.3 **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.

3.1.4 **Freedom of Information –** The Council is subject to the provisions of the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. Prospective suppliers should be aware of this obligation and must specify in their quotation 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.

3.1.5 **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 Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information

3.1.6 **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.

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

# sECTION 4 – SITE VISITS

4.1.1 You are permitted to visit the Site before quoting to make a personal inspection of the Site and satisfy yourselves about all matters relating thereto, including the means of access to the Site.

4.1.2 The site is generally accessible to the public, though the cliff paths themselves are closed to the public.

 Site visits do not require accompaniment, however you must provide prior notification and a method statement for approval. Site visits can be arranged through the ‘Messages’ function within the Kent Business Portal.

4.1.3 The project may involve using an existing lamp column which has been removed from site to manufacture a mould for replacement lamp columns. This lamp column is separately stored at an F&HDC depot in Hawkinge. If necessary an accompanied visit to that site can be arranged through the ‘Messages’ function within the Kent Business Portal.

4.1.4 It is your responsibility to obtain for yourself all information which may be required for the purpose of submitting a quotation. You are required to investigate all matters relating to the preparation of your quotation yourself, in order to ensure that it takes into account all matters and circumstances and is therefore fully comprehensive and inclusive.

4.1.4 No payment will be made by the Council in respect of any costs associated with the preparation of the quotation.

4.1.5 The information provided by the Council is provided in good faith to assist you in preparing your quotation. No guarantee is given that the information is exhaustive or that any conclusion whatsoever may be drawn from it.

4.1.6 Questions about the Specification and supporting documents should be conducted through the ‘Messages’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

# sECTION 5 - Evaluation

## **5.1 Evaluation Criteria**

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

5.1.2 The overall assessment ratio is 60% quality and 40% cost.

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

5.1.5 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).

## **5.2 QUALITY Evaluation**

5.2.1 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.

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

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

5.2.4 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: Experience with Restoration and Conservation 15 %
* Q2: Programme 15 %
* Q3: Community Involvement 15 %
* Q4: Public Engagement 15 %
* **Total Quality Ratio 60** **%**

5.2.5 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 |

5.2.6 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%

## **5.3 price EVALUATION**

5.3.1 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 40%. Higher bids will be weighed against the lowest bid using the following formula.

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

5.3.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 20%.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|   | **Bid** | **Weighted Score** |
| **Supplier 1** | £40,000 | 20% (maximum price score available) |
| **Supplier 2** | £50,000 | 16% |
| **Supplier 3** | £80,000 | 10% |

5.3.4 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.

## **5.4 notification**

5.4.1 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 6 – INTERVIEWS**

*Not used.*

**sECTION 7 – CONTRACT TERMS & CONDITIONS**

7.1.1 The Council’s Terms and Conditions of Contract applicable to the first phase of the services (RIBA 1-3) are attached (as a separate document).

In the event of award of a further contract for the second phase of the services (RIBA 4-7), the Council will provide Terms of Conditions to the appointed Consultant, the contents of which will be at the exclusive discretion of the Council.

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.

7.1.2 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.