**Supply of Summer and Winter Bedding Plants 2020-21**



**Invitation to Quote**

**Instructions Document**

**(with suitability)**

**December 2019**

CONTENTS

SECTION 1 - BACKGROUND & TIMETABLE PAGE 3

SECTION 2 - QUOTATION RESPONSES PAGE 4

SECTION 3 – GENERAL INSTRUCTIONS PAGE 5

~~SECTION 4 - SITE VISITS~~

SECTION 5 - EVALUATION PAGE 6

~~SECTION 6 - INTERVIEWS~~

SECTION 7 - TERMS & CONDITIONS PAGE 9

ADDITIONAL DOCUMENTS

APPENDIX A – SPECIFICATION

**APPENDIX B – BS 3936-7**

**APPENDIX C – PRICE SCHEDULE**

**APPENDIX D – 2015 Delivery Schedules**

APPENDIX E – 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 bedding plants for seasonal planting schemes across the district during 2020 and 2021 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.

1.1.3 The Contract is anticipated to commence in January 2020 and will continue for a period of 22 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.

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** |
| Tuesday 10 December 2019 | ITQ Issue |
| Tuesday 24 December 2019 | Clarifications Closing Date  |
| Monday 6 January 202013:00 hrs (1pm) | Quotation Return Date  |
| Friday 10 January 2020 | Evaluation Complete  |
| Friday 10 January 2020 | Successful/unsuccessful Notifications |

# 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**
* **Appendix C – Price Schedule**

2.1.4 *Not used.*

2.1.5 *Not used.*

2.1.6 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to the provision of the Works/Services.

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.

2.1.10 **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 C – 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.**

2.2.3 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.

2.2.4 The Council asks the supplier to make peat-free compost an available option in addition to standard substrate compost. Quotes will be evaluated on the standard substrate price only.

2.2.5 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.

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

2.2.7 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

Not used.

# 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 50% quality and 50% 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 **Invitation to Quote Response Document** must be completed.

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: Quality & Sustainability 25 %
* Q2: Delivery 25 %
* **Total Quality Ratio 50** **%**

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 50%. 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 pricing 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 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.

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.