**Thanet**

**District**

**Council**

**19-3069-01 Supply and Delivery of GRP Marina Decking at Ramsgate Harbour**

**Invitation to Quote (ITQ) Instruction Document**



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**Appendix A – SPECIFICATION**

# sECTION 1 - BACKGROUND & INSTRUCTIONS

## **1.1 INTRODUCTION**

* + 1. Thanet District Council (“the Employer”) wishes to select and appoint a suitable supplier for the provision of Fiberglass Marina Decking with anti slip properties and invites prospective suppliers to submit a quotation to meet the Employer’s requirements.
		2. The Contract – To supply and deliver as per the specification at Appendix A, fiberglass marina decking panels.
		3. 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.

1.1.4 The Contract is anticipated to commence upon 13th of January 2020 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. Please note this timetable is indicative only. The Employer reserves the right to change it at its discretion.

|  |  |
| --- | --- |
| **Date**  | **Activity**  |
| 10th December 2019 | ITQ Contract Notice Published & All Documents available electronically |
| From 11th to 18th December 2019 | Site Visits by appointment only. Please contact Lee Beaumont on 07721830332 lee.beaumont@thanet.gov.uk or Colin Browne on 01843 572107 colin.browne@thanet.gov.uk  |
| 14.00hrs 13th December 2019 | Clarifications Closing Date  |
| 14.00hrs 20th December 2019 | Quotation Return Date  |
| 10th January 2020 | Evaluation Complete  |
| 13th January 2020 | Contract Award |
| 13th January 2020 | Unsuccessful Notifications |

## **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 supplier’s 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>) 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 Employer’s authorised officer in exceptional circumstances.

1.3.3 **Quotation Validity -** Quotations shall remain open for acceptance for 90 days from the Quotation Return Date.

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

1.3.5 **Economic Standing and Insurances –** Prospective suppliers must confirm information in this regard as requested within the Invitation to Quote Response Document. Prospective suppliers are not required to submit copies of audited accounts, insurances certificates or company policies with your quotation. However, these may be requested prior to progressing any award of contract/entering into contract, if you are successful.

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

1.3.7 **Site Visits –** Where site visits are scheduled within the quotation timetable, it is the prospective suppliers responsibility to take the opportunity and that any arising clarifications are sought within the given period for clarification and ahead of the Clarification Closing Date.

1.3.8 **Councils Right to Reject or Not to Award -** The Employer reserves the right to reject any Quotation and/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.

1.3.9 **Suppliers Queries –** All enquiries in relation to this ITQ should be conducted through the ‘Message’ function within the Kent Business Portal. The Employer will endeavour to answer all requests as quickly as possible, and before the Clarification Closing Date when practicable.

1.3.10 **Post Quotation Bid Clarification -** The Employer may at its discretion seek (or choose not to seek) clarification of any information contained in Quotations from bidders during the evaluation period. It is the responsibility of the bidder(s) from which clarification is sought to provide the requested information within the time specified by the Employer when the request for clarification is made. If a bidder does not supply the requested information within the time specified, the Employer may

• Disqualify the bidder's Quotation (for example, where it relates to a ‘pass-fail’ question, inability to meet threshold questions or other information essential to the integrity of the overall Quotation is omitted); or

• Otherwise disadvantage it (e.g. award a lower score).

Post Quotation clarification will be direct with individual bidders via the “Message” function within the Kent Business Portal. A decision by the Employer not to seek clarification from a bidder on a particular matter in its Quotation should not been inferred by that bidder that the Employer is satisfied with the Quotation.

1.3.11 **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.

1.3.12 **Freedom of Information –** The Employer 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.

1.3.13 **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 Employer has given express written consent to the relevant communication.

1.3.14 **Transparency -**The Employer 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 Employer routinely publishes details of its contracts, including the contract values and the identities of its service providers and suppliers, on its website.

1.3.15 **Data Protection -** The Employer 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 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. To find out how personal information is processed as part of this procurement exercise please view the Employer’s ‘Privacy Notice for Procurement Process’ @ <https://www.thanet.gov.uk/wp-content/uploads/2018/05/Procurement-Privacy-Notice-2018.pdf>. The Employer also has a Privacy Statement which can be viewed in full @ https://www.thanet.gov.uk/privacy-statement/

# 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 100% cost.

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

2.1.4 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).

2.1.5 Economic and Financial Standing - The methodology applied to financial appraisal and thresholds for this quotation opportunity are as follows:

• An Annual Turnover of £45,000

• A Credit Score of 30 or above

The Employer uses Creditsafe as its credit reference agency for credit scores.

The specific Creditsafe report used by the Employer is a Creditsafe “Company Credit Report”. This may differ from certain other credit scoring methodologies. Bidding organisations may request a copy of their Creditsafe Company Credit Report via the following website: http://www2.creditsafeuk.com/

It is the responsibility of bidding organisations to ensure that any information held by Creditsafe is up to date, and to notify Creditsafe if any details appear to be incorrect.

Creditsafe can be contacted by telephone on: 02920 886 500.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle, we will obtain this information for each member of the bidding entity. The threshold for turnover can be met in entirety by one or a combination of members; it is not necessary for each member to individually meet the turnover threshold. For the member or members that are contributing to the achievement of the turnover threshold, a Creditsafe credit score will be obtained. Each of these organisations must meet the minimum credit score threshold stated above. Where an organisation does not meet this threshold, its turnover contribution will be removed from the combined turnover of the consortium, partnership, joint venture or special purpose vehicle; the turnover threshold must be met by the remaining member organisations.

Where no information or insufficient information is returned by the credit reference agency for a bidding organisation, the Employer will request and require the organisation to submit a copy of their audited financial statements for the last two years. For organisations bidding as a consortium, partnership, joint venture or special purpose vehicle, information must be submitted for all organisations named in Section 1, contained within the ITT Response document.

The Employer will use the information provided to carry out a financial assessment of the accounts (i.e. profit and loss, assets/liabilities, reserves and the liquidity ratios compares current assets to current liabilities).

If you require any further guidance or clarification, you should submit a question in via the “Message” function within the Kent Business Portal, by the Clarification deadline indicated at 1.2.

2.1.6 The identified successful bidder will be asked to provide evidence of required insurance cover, by provision of copies of their current insurance policies ahead of award and periodically when such policies are renewed for the duration of the contract.

## **2.2 price EVALUATION**

2.2.1 Price evaluation will be based on the lowest bid received. The lowest bid will receive the full weighted score of 100%. Higher bids will be weighed against the lowest bid using the following formula.

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

2.2.2 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** | £120,000 | 20% (maximum price score available) |
| **Supplier 2** | £150,000 | 16% |
| **Supplier 3** | £240,000 | 10% |

2.2.3 **Abnormally Low or High Bids**

If a price is submitted and is significantly lower/higher than the other bidders, further research will be carried out. This is to ensure that the prices submitted are sustainable throughout the contract. In such a scenario you may be asked to justify the prices submitted giving the examples of where these prices have been charged before. We may also take up references or approach consultants for impartial advice. Any bid deemed to be abnormally low/high may be disqualified.

## **2.3 notification**

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

2.3.2 Where the Employer conducts a voluntary standstill period, no contract will be awarded prior to the expiry of the voluntary standstill period. The Employer is not legally obliged to implement a standstill period in this type of process, but may do so voluntarily where considered appropriate.

# 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 Employer’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 in its entirety.

4.1.5 The Employer reserves the right to adjust any arithmetical errors it finds in any quotation and shall inform the prospective supplier of the adjustment/s, but the Employer has no duty to prospective suppliers to find such errors.

**sECTION 5 – TERMS & CONDITIONS**

**1. ANTI-CORRUPTION AND BRIBERY**

The Employer may cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Employer the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

The Employer’s information pages on Fraud and Corruption and Anti-Fraud and Corruption Policies can be viewed at [https://www.thanet.gov.uk/info-pages/fraud-and-corruption/](https://www.thanet.gov.uk/info-pages/fraud-and-coruption/)

**2. PREVENTION OF ASSIGNMENT**

The Contractor shall be prohibited from transferring assigning sub-letting or sub-contracting, directly or indirectly, to any person or persons whatever, the whole or any portion of the Contract without the prior written permission of the Employer. No sub-contracting shall relieve the Contractor from the obligations of the Contract or from the obligation to actively supervise the works/services during their progress. All actions taken by an approved sub-contractor in connection with the carrying out of any work under the Contract will be deemed to be the actions of the Contractor as defined in this Contract.

The Employer may assign or otherwise transfer this Contract or the benefit thereof at any time without the consent of the Contractor.

**3. compliance with statutes: HEALTH AND SAFETY, equal opportunities and National minimum/Living wage**

The Contractor will perform and procure the performance of its obligations under this contract in compliance with all laws of England and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes in force from time to time and which apply to the provision of goods, works and/or services under this contract (‘Applicable Laws’).

In particular (but without prejudice to the generality of the foregoing) the Contractor shall comply in all respects with the provisions of all Applicable Laws relating to:

* Health and safety issues relevant or applicable to the goods, works and/or services to be provided to the Employer hereunder and shall bear the penalty for any contravention of the standard provisions relating to health and safety;
* Equal opportunities.  In particular, the Employer requires the Contractor to be committed to a policy of treating all its employees and job applicants equally. No employee or potential employee shall receive less favourable treatment or consideration on the grounds of race colour religion or belief  nationality ethnic or national origins sexual orientation gender re-assignment age disability marital status or part-time status or be disadvantaged by any conditions or employment that cannot be justified as reasonably necessary on operational grounds; and
* National Minimum Wage (including National Living Wage).  In particular, the Employer requires the Contractor to observe and comply with the provisions of the National Minimum Wage Act 1998, National Minimum Wage Regulations 2015 (SI 2015/621) and National Minimum Wage (Amendment) Regulations 2016 (SI 2016/68) (as amended, extended or re-enacted from time to time),  including all employer obligations imposed thereunder.

The Employer’s Equality and Diversity Policy Statement and the Equality Policy can be viewed at: <https://www.thanet.gov.uk/info-pages/equality-and-diversity-policy-statement/>

**4. Freedom of information**

For the purposes of this Clause

 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

**“Information”** has the meaning given under Section 84 of the Freedom Of Information Act 2000

 **“Information Request”** means a request for any Information under the FOI Legislation.

 The Contractor acknowledges that the Employer:

\* is subject to the FOI Legislation and agrees to assist and co-operate with the Employer (at the Contractor’s expense) to enable the Employer to comply with its obligations under the FOI Legislation; and

 \*may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall and shall procure

that its sub-contractors (if any) shall:

\* transfer to the Employer’s authorised officer (or such other person as may be notified by the Employer to the Contractor) each Information Request relevant to the Contract that it or they (as the case may be) receive as soon as practicable and in any event within two working days of receiving such Information Request; and

\* in relation to Information held by the Contractor or in its possession or power,

provide the Employer with details about and/or copies of all such Information that

the Employer requests and such details and/or copies shall be provided within five

working days of a request from the Employer (or such other period as the Employer may reasonably specify), and in such forms as the Employer may reasonably specify.

The Employer shall be responsible for determining at its absolute discretion whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. In no event shall the Contractor respond directly to an Information Request unless expressly authorised to do so by the Employer.

The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

**5. Prompt payment of invoices**

5.1 Where the Contractor submits an invoice to the Employer for the supply of goods, services and/or works as appropriate the Employer will consider and verify that invoice in a timely fashion.

 5.2 The Employer shall pay the Contractor any sums due under such invoice no later than a period of 30 days from the date on which the Employer has determined that the invoice is valid and undisputed.

 5.3 Where the Employer fails to comply with sub-clause 1 above and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of sub-clause 2 above after reasonable time has passed.

 5.4 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

1. provisions having the same effect as sub-clauses 1 – 3 of this clause; and
2. a provision requiring the counterparty to that sub-contract to include within any sub-contract which it awards provisions having the same effect as sub-clauses 1 – 4 of this clause.

5.5 In sub-clause 4, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Employer 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 Contract.

**6. conflict of interest**

6.1 The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice its independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) it shall immediately notify the Employer in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Employer may reasonably require.

6.2 Where the Employer is of the opinion that the conflict of interest notified to it under Clause 6.1 above is capable of being avoided or removed, the Employer may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

6.2.1 if the Contractor fails to comply with the Employer’s requirements in this respect; or

6.2.2 if, in the opinion of the Employer, compliance does not avoid or remove the conflict, the Employer may determine the Contract and recover from the Contractor the amount of any loss resulting from such determination.

6.3 Where the Employer is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the Quotation documents pertaining to it, the Employer may determine the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such determination.

6.4 In the event that the Contractor enters into any sub-contract in connection with this Contract it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to the preceding sub-clauses and shall provide evidence of its compliance to the Employer upon written request.

**7. child protection and safeguarding GENERALLY**

The Contractor shall comply with the terms of the Employer’s Safeguarding Policy current from time to time (including any associated procedures) and shall cause its employees and sub-contractors to do likewise throughout the duration of the Contract.  A copy of the Employer’s current Safeguarding Policy may be viewed at: <https://www.thanet.gov.uk/info-pages/safeguarding-policy/>, which includes (without limitation) requirements for the Contractor:

-  (where the Contractor is engaged by the Employer under a contract in the performance of which the Contractor, its employees or sub-contractors are likely to come into contact with children, young adults or vulnerable people) to undertake DBS checks of employees and others, as appropriate; and

-  to ensure timely reporting of any Safeguarding discrepancies or concerns to the Employer’s designated safeguarding officers.

**8. PERFORMANCE DATA SHARING**

8.1 Throughout the contract term (including any extended period(s)) the Contractor shall have and maintain procedures in place to ensure that any performance data it provides to the Employer is accurate and reliable and shall ensure that said procedures include validation checks where appropriate.

8.2 The Contractor hereby agrees to provide performance data to the Employer within timescales as required by the Employer and acknowledges that the Employer may from time to time require it to assist auditors and/or performance officers in the review of the systems and processes used by the Contractor in the production of performance data to the Employer.

**9. DATA PROTECTION**

**9.1** Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to use of personal data including, without limitation, (i) the Data Protection Act 2018, until the effective date of its repeal (ii) the General Data Protection Regulation (EU 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to  the Data Protection Act 2018 and the GDPR.

**10. INSURANCES**

10.1Insurances to be held and maintained by the Contractor throughout the duration of this contract (including any extension) shall include (without limitation):

Public & Products liability cover for no less than £5 million

Employers Liability cover for no less than £5 million

**APPENDIX A - SPECIFICATION**

Supply and Delivery to the Port of Ramsgate, Military Road, Ramsgate, Kent, CT11 9FT, by the 28th February 2020

Fibreglass Marina Decking anti slip to BS7976-2 (known as marina mini mesh). The boards must match in appearance and colour (beige) of the existing boards.  A sample can be supplied by request, as per the contact details for the Site Visits within the ITT Timetable

No. 248 Boards, dimensions 3007mm x 1207mm are required.

**Specification:**

22mm Moulded fibreglass grating.

Unit weight: 16kg/m2

Open area: 42%.

Per 300mm width EI KG/M2 - 78.1

**Tolerances:**

Panel size +2mm.

Thickness +/- 1mm.

 

Within the Pricing schedule we are also requesting additional pricing for the below items. Please note, this will not form part of the Evaluation and is for our information only. Please use specification and tolerances detailed above:

No. 33 Boards, dimensions 4047mm x 1207mm.

No. 25 Boards, dimensions 4047mm x 927mm.

Fixings

No. 2040 G clips.

No. 2040 Dome washer.