

KETTERING BOROUGH COUNCIL (KBC)

INVITATION TO QUOTE (ITQ)

FOR THE PROVISION OF

KETTERING MARKETPLACE FOUNTAINS ANNUAL MAINTENANCE CONTRACT

IMPORTANT INFORMATION TO ALL BIDDERS

1. The ITQ documentation is “private and confidential”
2. The ITQ contains the following:
 - Part 1: General Requirements;
 - Part 2: Scope of Services/ Supplies/ Works – Specification
 - Part 3: Conditions of Contract
 - Part 4: Quotation Response – TO BE COMPLETED BY THE BIDDERS
3. The closing date for completion, submission and uploading of all Quotation Responses are to be submitted via webprocurement@kettering.gov.uk no later than **12 noon on 28/02/2020**.
4. All Quotation Responses MUST be in English.
5. All Quotation Responses MUST be titled **“Kettering Marketplace Fountains”**
6. Late submissions will be disregarded.
7. Failure to observe this will mean the disqualification of the Quotation Response.

PART ONE

GENERAL REQUIREMENTS – Information to Bidders

1.1 BACKGROUND

- 1.1.1 Quotations are invited for the provision of a service contract to ensure that the Plaza Fountain Feature, (comprising 17 water jets and associated plant), Market Place in Kettering is maintained in a good and safe working order.
- 1.1.2 For the detailed scope of services/ supplies/ works please refer to Part 2 Specification.
- 1.1.3 The preferred Bidder will be appointed based upon the one who demonstrates the best value for money on the quality assessment and price quoted. Where KBC considers that a quotation to be abnormally low, then it will seek clarification/ an explanation from the Bidder, and it may reject any Bid if it appears to be unreliable.
- 1.1.4 KBC reserves the right not to award any contract as a result of this ITQ.

1.2 PROCUREMENT TIMETABLE

	Stage	Target Date
1.	Invitation to Quotation published Contracts Finder	17 th February 2020
2.	Deadline for Clarification Questions by the bidders	12 noon on 21 st February 2020
3.	Deadline for Quotation Responses	12 noon on 28 th February 2020
4.	Quotation Evaluation	w/c 2 nd March 2020
5.	Award Decision	w/c 2 nd March 2020
6.	Proposed Contract Start Date	16 th March 2020
7.	Expiry of Contract	15 th March 2021 with option to extend to Year 2* and then with an option to extend to Year 3* *If agreed by both parties.

KBC may at its own absolute discretion extend the deadline for Quotation Responses and this will apply to all Bidders.

All costs incurred in relation to preparing and submitting a response are to be borne by the Bidders.

1.3 CONFLICTS OF INTEREST

For all quotations and or contracts where a conflict of interest may exist or arise, the Bidder must immediately send an email via:

webprocurement@kettering.gov.uk

and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the execution of the services/ supplies/ works.

1.4 CLARIFICATION QUESTIONS

Any queries about this ITQ, the requirements, the procurement process, or the proposed Contract itself, must be submitted via:

Kanjichudasama@kettering.gov.uk

Please note that the deadline for clarification questions is set out in 1.2 above.

1.5 QUOTATION RESPONSES DEADLINE

Should you wish to take part in the selection process please complete this ITQ and email your submission to:

webprocurement@kettering.gov.uk

Please note that the deadline for clarification questions is set out in 1.2 above.

1.6 INFORMATION MANAGEMENT

All information/ documents produced as part of this ITQ will become the property of KBC.

Information in relation to this request for quotation may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

You should state if any of the information supplied in your quote is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act.

You should also state why you consider the information to be confidential or commercially sensitive.

This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

KBC reserves the right to publish any part of the information/ documents that forms part of this ITQ.

1.7 THE CONTRACT

It is anticipated that the Contract will be in operation as set out in 1.2 above and it will be subject to the KBC's conditions of contract (the "Contract") (see Part 3 Conditions of Contract).

KBC reserves the right to carry out due diligence checks on the awarded Bidder.

1.8 EVALUATION OF QUOTATION

KBC does not bind itself to accept any or the lowest quotation. Nothing contained in this ITQ is intended to create a contract between the Bidder and the KBC.

Any Contract awarded as a result of this procurement will be awarded on a mixture of quality and cost basis and the offer that provides the best value for money to KBC.

Based on the information provided by Bidders, each compliant submission will be evaluated on a weighted combination of Quality and Price, with Quality being the primary consideration as follows:

Quality Questions at 50% + Pricing at 50% = 100%

SCORE	CRITERIA TO AWARD SCORE
4	The Bidder's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements. The response also demonstrates how relevant added value will be provided.
3	The Bidder's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements.
2	The Bidder's response enables the evaluator to have an understanding of how the requirement will be met. The evaluator can identify sufficient evidence that the response given will deliver most of the stated requirements. The response may have either raised a concern, several small issues, or is inconsistent in some aspects.
1	The Bidder's response <u>does not</u> enable the evaluator to have an understanding of how the requirement will be met. The evaluator <u>cannot</u> clearly identify that the response given will deliver most of the stated requirements due to insufficient evidence and/ or the Bidder only demonstrating a limited understanding.
0	The evaluator believes that the Bidder has failed to either answer the question or provide a relevant response.

Pricing breakdown must be clearly set out in Part 4 (Quotation Response).

The lowest quoted price(s) will be allocated maximum marks, and corresponding rates will be awarded marks in proportion to the lowest submitted price.

For Example:

The total price figure will be converted into points by applying the formula:

Lowest price bid divided by Bidder's price multiplied by 100%

For example, if the Bidder's price is £100, and this is also the lowest price, the calculation is $100 \div 100 \times 100\% = 100\%$ of the available weighting 100

A bid of £200 would be calculated as $100 \div 200 \times 100\% = 50\%$ of the available weighting.

1.9 INSURANCE

The Bidder must already have, or can commit to obtain, prior to the commencement of the Contract; the levels of insurance cover indicated in Part 4 and provide evidence of such insurance certificates on request.

KBC reserve the right to exclude any Quotation Response that is unable to provide the requisite insurance.

1.10 FINANCIAL AND OTHER MATTERS

All invoice payments by KBC will be made within 30 days of receipt of a correctly rendered invoice at the agreed rate, which will be inclusive of all expenses, consultation, and other costs. All invoices should be made and submitted to:

Kettering Borough Council

For the Attention of: [TBC]
Email: [TBC]

A schedule of dates for invoice submissions will be agreed with the appointed Bidder at the inception/ pre contract meeting.

KBC may terminate the appointment at any time providing one week's notice is given and on payment of all fees payable up to that date.

The Bidder will be expected to keep KBC up-to-date with progress and should notify KBC in advance of any extra work not covered by their Quotation Response but which they consider to be necessary for the completion of the services/ supplies/ works. In such circumstances, the Bidder will provide an estimate of the additional implications for the overall services/ supplies/ works costs, along with additional information required as part of the study that incurs a fee for obtaining such information.

KBC reserves the right not to make an appointment arising from this procurement process.

1.11 MODERN SLAVERY

KBC recognises its responsibilities under the Modern Slavery Act 2015 (MSA) and is fully committed to taking a robust approach in the prevention of slavery and human trafficking in its corporate activities and to ensuring that its supply chains are free from slavery and human trafficking.

KBC has a zero tolerance to slavery and human trafficking and is committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business and will work with partners and other organisations to ensure that any instances within the Kettering Borough are rooted out and dealt with. This will include working with the local police and providing extra training for our front line staff and empowering them to report any instances they come across in their professional dealings with local businesses and the community that they become suspicious of, through a clear and easy to use reporting procedure.

1.12 CLIMATE CHANGE

KBC is taking positive steps on the issue of climate change, recognising the need to achieve carbon reduction targets to protect the health and wellbeing of future generations, to declare a climate emergency in the Kettering Borough and to commit to a target of making the Borough area carbon neutral by 2030.

It is an expectation of all bidders (please see Part 4) to demonstrate their positive commitment towards Climate Change.

1.13 WARRANTY

Unless stated otherwise, all products shall be guaranteed for a minimum of 60 months following delivery and or installation of equipment.

Bidders should state the length of warranties in their Quotation Response (Part 4).