

**KETTERING BOROUGH COUNCIL (KBC)**

**INVITATION TO QUOTE (ITQ)**

**FOR THE SUPPLY AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT  
FOR FAMILY AND CHILDREN'S PLAY AREA AT MEADOW ROAD PARK, KETTERING –  
“MEADOW ROAD PARK FITNESS ZONE”**

**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: 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 received by the Procurement Unit at Kettering Borough Council **no later than 12 noon 4<sup>th</sup> November 2019**.
4. All Quotation Responses **MUST** be submitted via [webprocurement@kettering.gov.uk](mailto:webprocurement@kettering.gov.uk) and titled **“Meadow Road Park Fitness Zone”**
5. Late submissions will be disregarded
6. Failure to observe this will mean the disqualification of the Quotation Response.

## PART ONE

### GENERAL REQUIREMENTS – Information to Bidders

Quotations are invited for the supply and installation of outdoor fitness equipment for Meadow Road Park, Kettering as detailed in Part 2 (the “Works”).

#### 1.1 BACKGROUND

- 1.1.1 For the detail of the Works please refer to Part 2 Specification.
- 1.1.2 The selected Bidder will be appointed on the basis of their proposal 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.
- 1.1.3 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 on Contracts Finder	15/10/19
2.	Deadline for Clarification Questions by the bidders	12 noon on 21/10/19
3.	Deadline for Quotation Responses	12 noon on 04/11/19
4.	Quotation Evaluation	w/c 04/11/19
5.	Award decision	w/c 11/11/19
6.	Contract Start Date (anticipated)	15/11/19
7.	Duration of Contract	15/05/20

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](mailto: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 Goods.

#### **1.4 CLARIFICATION QUESTIONS**

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

[davelane@kettering.gov.uk](mailto:davelane@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](mailto: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 - the offer that is the most economically advantageous 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 70% + Pricing at 30% = 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]

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 Works. In such circumstances, the Bidder will provide an estimate of the additional implications for the overall 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 Borough of Kettering 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 WARRANTY**

Unless stated otherwise, all products/ goods shall be guaranteed for a minimum period of 10 years.